

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 09-23507-GOLD/MCALILEY

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Kirkland Young, LLC, a limited liability
company, and David Botton, individually and
as manager of Kirkland Young, LLC,

Defendants.

**RECEIVER'S MOTION TO EXTEND RECEIVERSHIP TO INCLUDE
ABK CONSULTANTS, INC. AND REQUEST FOR EXPEDITED RULING**

Mark F. Raymond, in his capacity as Receiver (the "Receiver") for Defendant Kirkland Young, LLC (hereinafter "Kirkland Young"), hereby moves for an order extending the Receivership to include ABK Consultants, Inc. ("ABK Consultants"). The Receiver is authorized to state that the Federal Trade Commission agrees to the relief sought herein. In support of this Motion, the Receiver states:

INTRODUCTION

The Receiver was appointed by the Order of this Court dated November 19, 2009 [DE 19] (the "Receivership Order"). Pursuant to Section XII, Section B of the Receivership Order, the Receiver is authorized to "take in possession, hold, and manage all assets and documents of [Kirkland Young] and other persons or entities whose interests are now held by or under the direction, possession, custody, or control of [Kirkland Young]."

BROAD and CASSEL

One Biscayne Tower, 21st Floor 2 South Biscayne Blvd. Miami, Florida 33131-1811 305.373.9400

As outlined in the Receiver's First Interim Report [DE 38], Defendants, including newly added Defendant April Botton Krawiecki ("April Botton") used Kirkland Young to engage in pervasive misconduct that has harmed thousands of consumers. Equity requires that the proceeds of that misconduct be recovered and made available for restitution to the victimized consumers. A portion of that money sits outside the receivership in a bank account controlled by ABK Consultants. *See* December 7, 2009 account statement for ABK Consultants attached as Exhibit 1. ABK Consultants is a New York corporation whose sole shareholder is April Botton. *See* printout from New York Division of Corporations attached as Exhibit 2 (the initials "ABK" stand for April Botton Krawiecki). ABK Consultants is an alter ego of Kirkland Young. Accordingly, the Receiver requests that the Court bring ABK Consultants' assets within the scope of the Receivership by expanding the Receivership to include ABK Consultants as a Receivership Entity.

MEMORANDUM

As set forth in the Receiver's First Interim Report, April Botton holds 30% of the outstanding membership interests in Kirkland Young (her brother Defendant David Botton holds 30% and their father, Samy Botton the other 40%). She also serves as the company's chief financial officer. Among her duties as CFO, April Botton oversaw the day-to-day finances of Kirkland Young's loan modification business, including the management of Kirkland Young's escrow accounts. In the course of its business, Kirkland Young required its customers to establish "escrow" accounts as a repository to be used in connection with Kirkland Young's purported negotiation with lenders on a consumer's behalf.

Kirkland Young utilized April Botton to manage its escrow accounts; however, beginning in early in 2009, Kirkland Young retained these same services from April Botton through ABK

BROAD and CASSEL

Consultants. Thus, rather than simply manage Kirkland Young's escrow accounts in her capacity as CFO of Kirkland Young, David and April Botton devised a plan whereby ABK Consultants would assume this management role in return for payment of a management fee. Kirkland Young's records show that ABK Consultants invoiced Kirkland Young on a regular basis for its purported management services. Notably, ABK Consultants managed Kirkland Young's customers' escrow accounts, in part, by using Kirkland Young's employees and infrastructure in Miami to track customer deposits, among other things.¹

To hide ABK Consultants' affiliation to Kirkland Young, David and April Botton enlisted the assistance of their cousin, Michael Botton, a real estate attorney in New Jersey. Together, they opened a Michael Botton IOLTA account at Citibank in New Jersey. The bank account was purportedly established to provide customers with a (false) sense of security in that their monthly escrow deposits supposedly were held by a disinterested party. In other words, Kirkland Young wanted its customers to feel "better protected" by having them deposit their escrow funds in an account that was not controlled by Kirkland Young. See letter from ABK Consultants to Kirkland Young Customers attached as Exhibit 3 ("Dear Valued Customer, [n]ow that your Escrow Funds will be better protected and held by the attorney's firm of Mr. Michael Botton, we wanted to introduce ourselves . . .")

Unbeknownst to customers, however, April Botton (through ABK Consultants) retained complete control over these funds. April Botton a signatory on the IOLTA account of Michael Botton and she controlled the account. In addition, each of Kirkland Young's customers received a "Michael Botton Escrow Account Application." See Escrow Account Application

¹ ABK's computer server is also located at Kirkland Young's office in Miami. Thus, when the Receiver disabled all remote access to the computer servers located at Kirkland Young's office in Miami, ABK's computer system was also disabled.

attached as Exhibit 4. Although the Escrow Account Application stated that the funds held in Michael Botton's escrow account would be managed by ABK Consultants, the application made no reference to ABK Consultants' affiliation to Kirkland Young or to its owners, David, Samy and April Botton.

ABK Consultants also managed and controlled the escrow accounts for Attorney Aid, LLC ("Attorney Aid") and its affiliated law firms. Attorney Aid is owned by Bridgette Botton Grant (David's sister) and her husband Ryan Grant, Esq. Attorney Aid also operated its business from Kirkland Young's office in Miami. Attorney Aid purported to work with attorneys in assisting them with their processing of loan modifications on behalf of their clients. The Receiver has learned however that Attorney Aid was in fact nothing more than a sham business and alter ego of Kirkland Young used by David and April Botton to continue Kirkland Young's loan modification business under the guise of having an attorney involved in the process.² The Receiver's investigation also reveals that David and April Botton used assets belonging to Attorney Aid to pay their mother's personal income tax bill. *See* email from April Botton to David Botton dated June 4, 2009 attached as Exhibit 5.

Attorney Aid contracted with 3 law firms in connection with its loan modification business: (1) RMG Law P.L.L.C. (owned by Ryan Grant);³ (2) Michael Botton, Esq. (David and April Botton's cousin); and (3) Brian Rokaw, Esq. (a Florida attorney). As a condition to working with Attorney Aid, these law firms were required to contract with ABK Consultants for

² On December 9, 2009, Bridget Botton, as sole managing member and 99% owner of the outstanding membership interest in Attorney Aid consented to the enlargement of the Court's TRO to include Attorney Aid and to the appointment of the Receiver on behalf of the company. *See* Receiver's Motion to Expand Receivership to Include Attorney Aid by Consent [DE 55]

³ On December 7, 2009, RMG Law PLLC consented to transfer to the Receiver all funds held in escrow accounts in the name of RMG Law PLLC relating to loan modification activities with Kirkland Young and Attorney Aid. *See* Consent to Transfer attached as Exhibit 6.

management of their IOLTA escrow accounts. *See* Service Contract between Brian Rokaw P.A. and ABK Consultants attached as Exhibit 7. ABK Consultants maintained complete control over each of these IOLTA accounts. *See* Escrow Account Applications for Brian Rokaw and RMG Law PLLC attached as Exhibit 8.

As of the filing of this Motion, ABK Consultants continues to have possession of documents, funds and other property belonging to or held for the benefit of Kirkland Young. Accordingly, the Receivership should be expanded to include ABK Consultants so that its assets and other property are available for receivership purposes.

Eleventh Circuit precedent supports the Receiver's position. In *SEC v. Elliott*, 953 F.2d 1560, 1565 (11th Cir. 1992), the Court addressed a similar situation in which the defendant transferred funds between several affiliated corporations. The Court held that the corporations should be considered a single entity for the purpose of the receivership, because it would preserve consumer assets. *Id.* Likewise, in *In re Burton Wiand Receivership Cases*, 2008 U.S. Dist. LEXIS 27929 (M.D. Fla. Mar. 26, 2008), the court followed *Elliott* noting, "in a receivership proceeding, there need not be an artificial distinction between the property of a . . . perpetrator and the property of his alter ego corporations. . ." *Id.*

It is undoubtedly clear that ABK Consultants was merely the instrumentality of Kirkland Young and the conduit by which all money (regardless of the source) flowed into Kirkland Young. Simply put, ABK Consultants was an integral part of the Kirkland Young's operation. The close relationship among ABK Consultants, Kirkland Young and its affiliated entities renders complete administration of the Kirkland Young's assets and liabilities difficult without an expansion of the Receivership Order to include ABK Consultants. More importantly, allowing ABK Consultants to keep funds, documents or other property beyond the reach of this

equity receivership harms innocent consumers.

The Receiver expects consumers will file claims in excess of several million dollars. Equity requires that substance triumph over form, and that ABK Consultants become part of the Receivership Estate. Therefore, the requested expansion is essential to ensure that all available assets and liabilities are brought within the receivership for the benefit of Kirkland Young's consumers and creditors.

WHEREFORE, Receiver, Mark F. Raymond, respectfully requests that this Court enter an Order extending the Receivership over ABK Consultants, Inc. and authorizing the Receiver to transfer all assets of this entity to the Receivership Estate.

Respectfully submitted,

BROAD AND CASSEL

Attorneys for Receiver
One Biscayne Tower, 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131
Telephone: 305.373.9400
Facsimile: 305.373.9443

By: /s/ David B. Rosenberg
David B. Rosenberg, Esq.
Florida Bar No.: 0582239

BROAD and CASSEL

One Biscayne Tower, 21st Floor 2 South Biscayne Blvd. Miami, Florida 33131-1811 305.373.9400

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 14, 2009, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel who are not authorized to receive electronically Notices of Electronic Filing.

/s/ David B. Rosenberg
David B. Rosenberg, Esq.

BROAD and CASSEL

One Biscayne Tower, 21st Floor 2 South Biscayne Blvd. Miami, Florida 33131-1811 305.373.9400

SERVICE LIST

Chris M. Couillou, Esq.
Sana C. Chriss, Esq.
Federal Trade Commission
225 Peachtree Street, Suite 1500
Atlanta, GA 30303
Tel: 404.656.1353 (Couillou)
404.656.1364 (Chriss)
Fax: 404.656.1379
e-mail: ccouillou@ftc.gov; schriss@ftc.gov
(via facsimile and U.S. Mail)

Darren Keith McCartney
Rumberger Kirk & Caldwell
300 S Orange Avenue
Suite 1400
Orlando, FL 32802-1873
Tel: 407.872.7300
Fax: 407.841.2133
e-mail: dmccartney@rumberger.com
(via facsimile and U.S. Mail)

Mark F. Raymond, Temporary Receiver
One Biscayne Tower, 21st Floor
2 South Biscayne Tower
Miami, FL 33131
Tel: 305.373.9400
Fax: 305.373.9443
e-mail: mraymond@broadandcassel.com
(via e-mail)

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Lincoln Plaza, Suite 1400
300 South Orange Avenue
Orlando, Florida 32801
Tel.: 407.872.7300
Fax: 407.841.2133
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Gregory Richard Barthelette
Conrad & Scherer, LLP
633 South Federal Highway,
8th Floor
Fort Lauderdale, FL 33302
Tel: 954.462.5500
Fax: 954.463.9244
e-mail: gbarthelette@conradscherer.com
(via facsimile and U.S. Mail)

4819-8421-3253.1
43786/0001

Citibank Client Services 498
 PO Box 769013
 San Antonio, TX 78245-9013

000001/R1/20F000/0

008
 CITIBANK, N. A.
Account
 [REDACTED]
Statement Period
Nov. 7 - Dec. 7, 2009
Relationship Manager
 Citibusiness Service Cent
 (877) 528-0990

ABK CONSULTANTS INCORPORATED
 40 MOHEGAN AVE
 PRT WASHINGTON NY 11050

Page 1 of 5

CitiBusiness® ACCOUNT AS OF DECEMBER 7, 2009

Relationship Summary:

Checking	\$29,938.54
Savings	-----
Investments (not FDIC insured)	-----
Checking Plus	-----

SUGGESTIONS AND RECOMMENDATIONS

WHEN PLANNING THAT NEXT GETAWAY

Plan on Citibank's **World Wallet® Service** to make ordering Foreign Currency easier than ever.
 You have access to a wide variety of Foreign Currencies, delivered right to your door or place of business.
 (Anywhere in the Continental U.S).
 Visit your nearest Citibank or call 1-800-756-7050
 Limits/Fees apply.

SERVICE CHARGE SUMMARY FROM NOVEMBER 1, 2009 THRU NOVEMBER 30, 2009

Type of Charge	No./Units	Price/Unit	Amount
STREAMLINED CHECKING # [REDACTED]			
Average Daily Collected Balance			\$15,615.61
DEPOSIT SERVICES			
CURRENCY DEPOSIT (PER \$100)	10	.3500	3.50
CHECKS, DEP ITEMS/TICKETS, ACH	155	.3000	46.50
**FEE WAIVE			
Total Charges for Services			\$3.50
Net Service Charge			\$3.50
Charges debited from account # 9947104671			

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 10, 2009.

Selected Entity Name: ABK CONSULTANTS INCORPORATED

Selected Entity Status Information

Current Entity Name: ABK CONSULTANTS INCORPORATED

Initial DOS Filing Date: NOVEMBER 12, 2008

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

APRIL KRAWIECKI

401 EAST 34TH STREET

#534B

NEW YORK, NEW YORK, 10016

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of officers, shareholders or directors of a corporation.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
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200	No Par Value	
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*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 12, 2008	Actual	ABK CONSULTANTS INCORPORATED

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#)

[New Search](#)

[Division of Corporations, State Records and UCC Home Page](#) [NYS Department of State Home Page](#)

ABK CONSULTANTS, INC

To All Kirkland Young, LLC Clients

Dear Valued Customer:

Now that your Escrow funds will be better protected and held by the attorney's firm of Mr. Michael Botton, we wanted to introduce ourselves and give you some helpful information for you to keep handy. Michael Botton Attorney at Law has hired us to continue working on your Escrow accounts. There is a list of extensions below that you will need to keep on hand for any questions, concerns, or changes to your Escrow accounts.

CONTACT INFORMATION:

Ph. 866-554-3880 Fax 866-554-3881

Tony Carabello ext. 128

tcarabello@kirklandyoung.com

Questions regarding your application and changes to your draft. If you feel that you need to make a change to your draft date, you must contact Tony by email or phone to make him aware of your change. **Changes must be made a minimum of 4 business days prior to your draft date, and a fee may be applied.**

Shanae Mills ext. 199

smills@kirklandyoung.com

You will be contacted by Shanae if your account information is invalid. You may contact Shanae Mills by email or phone with additional concerns.

Please be advised, neither Shanae nor Tony will be able to provide any updates on the progress of your Loan Modification. For this information, contact your Client Coordinator at Kirkland Young.

PAYMENT INSTRUCTIONS:

For funds that are drafted directly from your personal checking/savings account, you will see the name "Michael Botton Attorney at Law" and not "Kirkland Young LLC" on your bank statements.

For Payments by Bank Certified check or Money Order,

No personal checks will be accepted. However, if you pay by a Certified Bank check or a Money Order, you must make it payable to "Michael Botton Attorney at Law". **Kirkland Young will not be able to accept a check written out to Kirkland Young for escrow funds.**

You must send the check to

Kirkland Young- Escrow Dept.
311 Lincoln Road Suite 204
Miami Beach, FL 33139

Sincerely,

The Escrow Teams of Kirkland Young and ABK Consultants Inc.

Michael Botton Escrow Account Application

I hereby apply for and agree to establish an Escrow Account (the "Account") with Law Office of Michael Botton (the "Escrow Holder"). Managed by ABK Consultants Inc. for the purpose of accumulating funds to repay my debts in connection with a loan modification program (the "Program"); All sponsored by Kirkland Young, LLC ("Modification Company"). I understand that the Account's features, terms, conditions and rules are further described in an Escrow Agreement that accompanies this Application (the "Agreement"). *I acknowledge that I have received a copy of the Agreement; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions.* I hereby represent that the following information is true and complete to the best of my knowledge and belief.

ACCOUNT OWNERSHIP, CONTROL AND USE

I hereby expressly authorize Escrow Holder to administer the account on my behalf pursuant to the Escrow Instructions ("Instructions") provided in the Agreement. In this regard, I hereby expressly authorize payment from the Account of the fees and charges provided for in this Application and the Agreement.

Applicant Last Name	First Name	M.I.	Social Security#	D.O.B.
Authorized Contact Last Name	First Name	M.I.	Social Security#	D.O.B.
Address	City	State	Zip	
Home Phone	E-mail Address	Mother's Maiden Name		

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information

Bank Name - Primary Bank Account Checking Savings

WRITE CLEARLY: ROUTING NUMBER (9 DIGITS) ACCOUNT NUMBER

Customer Information Name (as it appears on check)

Address (as it appears on check) City State Zip ~~DEBIT DATE MAY BE FROM THE 1ST TO 28TH ONLY~~

Amount of Recurring Debit	Date of Debit	Initial Debit	Date of Debit
\$	On or after the ____ day of each month until further notice	\$	

I hereby authorize Modification Company to initiate debit entries to my checking / savings account at the financial institution named above (my "Primary Bank Account") in the amount(s) on or after the date(s) set forth above, and to debit the same to Primary Bank Account for the purpose of transferring funds to Escrow Holder and Modification Company. I understand that I will incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented. In addition, I understand that I may subsequently designate another account for the purpose to change the corresponding amounts and dates from time to time by contacting the Escrow holder and receiving a confirmation back for any changes made. Any changes made will incur a fee. I understand the representations made above about my Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Modification Company and the Escrow Holder that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to Modification Company- Escrow Dept. at the 2915 Biscayne Blvd. Suite 303 Miami, FL 33137. In addition, I understand that Modification Company may terminate this authorization by providing me with a written notice by fax, mail or email. Should I, a duly authorized signatory on the account listed below, hereby authorize Modification Company, Escrow Company and/or their third party financial processor LST Financial, Inc., terminate this agreement or not fund the Escrow Account, Modification Company has the right to terminate all business relationships with me, as I understand that this Escrow account is a required factor in my loan modification. Upon termination, money accrued in the account will be returned as per Agreement's escrow instructions..

I am a duly authorized signatory on the account listed below, and hereby authorize Michael Botton Attorney at Law, and their third party financial processor LST Financial, Inc., hereinafter referred to as LST Financial, to initiate ACH entries against the account and depository named below, hereinafter referred to as Bank, on behalf of Escrow Holder. I further agree, understand, and authorize LST Financial to initiate ACH fee transactions, for the maximum amount allowable by law, for each ACH entry that is returned by Bank. This authority is to remain in full force and effect until LST Financial, and Bank have received written notification from Escrow Holder or Individual Signatory of its termination in such time and manner as to afford LST Financial, and Bank a reasonable opportunity to act on it.

SCHEDULE OF FEES AND CHARGES

For full schedule see Account Agreement Accompanying this application

Program Fees (refer to Kirkland Young, LLC Agreement)	
Account Setup (one-time fee)	\$ 18.99
Monthly Service Charge	\$ 12.00
Transaction and Other Fees	
Statement Copy by email	\$ 8.99
Statement Copy by fax or mail	\$ 14.99
Changes to Draft	\$ 4.99
Dishonored/returned deposit/ NSF/ Invalid Acct/Routing# / Unable to locate	\$ 9.99
Returned funds to client	\$ 35.00
Chargebacks, revoked transactions, bad returns, stop payment	\$ 25.00
Premium Disbursement Fee	\$ 15.00
Western Union, Fedex, Priority Mail, Money Gram - PAYMENTS OUT	\$ 35.00
Deposit into Account via Automatic Debit	\$ 0

Applicant Signature	Date
Authorized Contact Signature	Date

David Botton

From: April Krawiecki
Sent: Thursday, June 04, 2009 10:30 PM
To: David Botton
Subject: RE: Bank accounts balances
Attachments: image001.gif; image002.gif

I'll transfer 15k to the bank of America.

Also, I didn't tell you this before, no big deal, but basically we paid for mom's taxes around 14k. I told bridget and ryan that I paid it personally so that ryan would pay me back sooner than later, I didn't want to tell them it was paid by the business. Bridget doesn't know so please don't tell her. Anyway, ryan paid me back the 7k. so I'm going to have dorin not pay me checks for two weeks.

Just please don't say anything to ryan or bridget, I didn't want ryan to think the business was an open bank account – got me?

April Krawiecki
T. 866-554-3880 ext 177
F. 866-554-3881

From: domitille lupumba
Sent: Thursday, June 04, 2009 10:22 AM
To: April Krawiecki; David Botton
Subject: Bank accounts balances

Good Morning,

The balances for our accounts in Bank of America are

<u>Account</u>	<u>Balance Foot note ^a</u>
<u>OPERATIONS NG</u>	\$223.88
<u>TRUST G</u>	\$51,946.55

The Citibank account presents this available balance
\$ 34,393.08

And the Colonial account presents those balances

Account Balances as of 6/4/2009*
Available Balance (\$317.46)
Current Balance (\$1,479.46)

Have a great day,

Domitille Lupumba
ABK Consultants
646-839 -8496
Fax 212-312-9626
dlupumba@kirklandyoung.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 09-23507-GOLD/MCALILEY

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

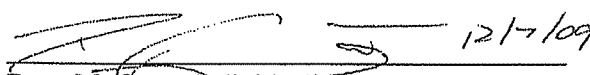
Kirkland Young, LLC, a limited liability
company, and

David Botton, individually and as manager of
Kirkland Young, LLC,

Defendants.

**CONSENT TO TRANSFER FUNDS FROM RMG LAW PLLC
TO COURT-APPOINTED RECEIVER**

Pursuant to the Court's November 19, 2009 Order to Show Cause and *Ex Parte* Temporary Restraining Order with Asset Freeze and Other Equitable Relief ("TRO") [DE 19], I, Ryan M. Grant, willingly, voluntarily and with the benefit of my own legal counsel do hereby, as the sole member of RMG Law PLLC, consent to the transfer from RMG Law PLLC to Receiver, Mark F. Raymond of any and all funds, wherever located, including, but not limited to Citibank Account Nos. xxxx xxx 262 and xxxx xxx 975, and Chase Account No. xxxx xxx 772. While I am aware of no other bank or other financial accounts other than those listed herein, I acknowledge that this Consent applies to any and all account(s) wherever established in the name of or on behalf of RMG Law PLLC.



Ryan M. Grant, individually and as sole member
of RMG Law PLLC

**SERVICE CONTRACT BETWEEN BRIAN ROKAW PA AND ABK CONSULTANTS
INCORPORATED**

This Service Contract (this "Agreement"), dated as of _____, by and between Brian Rokaw PA ("Brian") and ABK Consultants Incorporated ("ABK"), and together with Brian, the "Parties", is for account management services of the escrow account held by Brian at Citibank, account number 003200709887 (the "Escrow Account") and the operations (checking) account held at Citibank(the "Operations Account"). Any person who has received Brian's "Escrow Agreement and Disclosure Statement" (the "Escrow Agreement") and has deposited funds into the Escrow Account either by Automatic Clearinghouse or bank deposits shall be referred to herein individually as a "Client" and collectively as "Clients." Each of the Client's accounts shall be referred to herein as a "Client Account."

1. ABK shall be responsible for all Automatic Clearinghouse company transaction fees, including amounts paid for drafting/crediting, insufficient funds, revoked authorizations, stop payments, reversals, incorrect account numbers, invalid routing numbers, monthly reporting fees, change of date or amount of draft fees, and all other transaction fees charged by the processing company.
2. ABK shall bear all costs associated with sending client statements and any mailings associated with sending out escrow monies to Clients via check.
3. ABK's responsibility of the Escrow Account is purely ministerial in nature. At no time shall ABK be considered or deemed to be an Escrow Agent, as defined in the Escrow Agreement.
4. ABK shall be responsible for maintaining records of Client escrow payments and balances by computer software, the reconciliation of the Escrow Account, the maintenance of drafting or crediting Client Accounts, and sending Client statements all during the time that ABK is contracted to Brian.
5. ABK shall be responsible for sending requested payments, including, reimbursements for qualifying payments, processing and packaging charges, documentation preparation charges, and payments for services rendered, out of the Operations Account to any company with whom Brian has contracted on behalf of a Client and with the intention of assisting Brian's retained Clients to achieve loan assistance such as Kirkland Young LLC and/or Attorney Aid or other entity entitled to such payment within a timely manner.
6. Brian hereby acknowledges that ABK will be assessing each Client Account with fees, a schedule of which is attached hereto as Exhibit A (such fees, the "ABK Fees"). Additional fees may be charged, changed and/or added upon the discretion of ABK.
7. Brian shall pay from the Operations Account to ABK all ABK Fees collected from Clients.
8. If a Client causes an Automatic Clearinghouse withdrawal to be reversed and such funds are removed from the Escrow Account, Brian shall be responsible for contacting the Client and collecting such funds.
9. ABK may, in its sole and absolute discretion, terminate this Agreement at any time for any reason or no reason, by providing fifteen (15) days written notice of such termination to Brian. Brian may terminate this Agreement at any time by providing ABK with fifteen (15) days written notice. In the event that agreement is terminated, ABK will cease all work. Brian will be responsible for all fees charged by processing company and will take on all responsibilities relating to the Escrow Account and clients.
10. Brian hereby acknowledges that ABK may, should Brian Rokaw become incapacitated, remove Brian as the Escrow Agent and appoint another Escrow Agent of ABK's choosing.

- 11. Upon proper disbursement of all the funds in the Escrow Account, this Agreement shall automatically terminate and ABK shall thereupon be fully released and discharged from providing further services in connection with the Escrow Account.
- 12. The Parties agree that ABK shall not be responsible to any Client for the performance by Brian of any services contracted to a Client under this agreement or the Escrow Agreement.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles, and the Parties hereto irrevocably consent to the jurisdiction of any federal or state court of competent jurisdiction sitting in New York County, New York. Each of the Parties hereby consents to the jurisdiction of any such court and agrees not to seek to stay or dismiss any such action or proceeding brought before such court on the basis of *forum non conveniens*.
- 14. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 15. Brian shall indemnify and hold harmless ABK and its directors, officers, stockholders, agents, employees, representatives, attorneys, affiliates and permitted successors and assigns (collectively, the "ABK Indemnified Parties") from and against the entirety of any losses (including reasonable attorneys' fees) that the ABK Indemnified Parties may suffer resulting from, arising out of, relating to, the Escrow Account or Brian's performance of any services contracted to a Client under this Agreement or the Escrow Agreement; provided, however, that Brian shall not be obligated to indemnify the ABK Indemnified Parties for expenses incurred by ABK in the performance of its duties as described herein.

AGREED AND ACCEPTED

X _____

APRIL KRAWIECKI

DATE

TITLE: ABK CONSULTANTS INC.

X _____

BRIAN ROKAW

DATE

TITLE: BRIAN ROKAW PA

Law Office of
BRIAN M. ROKAW, P.A.

I hereby apply for and agree to establish an Escrow Account (the "Account") with Law Office of Brian M. Rokaw, P.A. (the "Escrow Holder"). Managed by ABK consultants Inc. for the purpose of accumulating funds to repay my debts in connection with a loan modification program (the "Program"); All sponsored by Kirkland Young, LLC ("Modification Company"). I understand that the Account's features, terms, conditions and rules are further described in an Escrow Agreement that accompanies this Application (the "Agreement"). *I acknowledge that I have received a copy of the Agreement; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions.* I hereby represent that the following information is true and complete to the best of my knowledge and belief.

ACCOUNT OWNERSHIP, CONTROL AND USE

I hereby expressly authorize Escrow Holder to administer the account on my behalf pursuant to the Escrow Instructions ("Instructions") provided in the Agreement. In this regard, I hereby expressly authorize payment from the Account of the fees and charges provided for in this Application and the Agreement.

Applicant Last Name	First Name	M.I.	Social Security#	D.O.B.
Authorized Contact Last Name	First Name	M.I.	Social Security#	D.O.B.
Address	City	State	Zip	
Home Phone	E-mail Address	Mother's Maiden Name		

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information

Bank Name - Primary Bank Account

Checking

Savings

WRITE CLEARLY: ROUTING NUMBER (9 DIGITS)

ACCOUNT NUMBER

Customer Information Name (as it appears on check)

Address (as it appears on check) City State Zip **DEBIT DATE MAY BE FROM THE 1ST TO 28TH ONLY**

Amount of Recurring Debit	Date of Debit	Initial Debit	Date of Debit
\$ _____	On or after the _____ day of each month until further notice	\$ _____	_____

I hereby authorize Modification Company to initiate debit entries to my checking / savings account at the financial institution named above (my "Primary Bank Account") in the amount(s) on or after the date(s) set forth above, and to debit the same to Primary Bank Account for the purpose of transferring funds to Escrow Holder and Modification Company. I understand that I will incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented. In addition, I understand that I may subsequently designate another account for the purpose to change the corresponding amounts and dates from time to time by contacting the Escrow holder and receiving a confirmation back for any changes made. Any changes made will incur a fee. I understand the representations made above about my Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Modification Company and the Escrow Holder that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to Modification Company- Escrow Dept. at the 2915 Biscayne Blvd. Suite 303 Miami, FL 33137. In addition, I understand that Modification Company may terminate this authorization by providing me with a written notice by fax, mail or email. Should I, a duly authorized signatory on the account listed below, hereby authorize Modification Company, Escrow Company and/or their third party financial processor LST Financial, Inc., terminate this agreement or not fund the Escrow Account, Modification Company has the right to terminate all business relationships with me, as I understand that this Escrow account is a required factor in my loan modification. Upon termination, money accrued in the account will be returned as per Agreement's escrow instructions..

I am a duly authorized signatory on the account listed below, and hereby authorize Brian M. Rokaw, P.A. and their third party financial processor LST Financial, Inc., hereinafter referred to as LST Financial, to initiate ACH entries against the account and depository named below, hereinafter referred to as Bank, on behalf of Escrow Holder. I further agree, understand, and authorize LST Financial to initiate ACH fee transactions, for the maximum amount allowable by law, for each ACH entry that is returned by Bank. This authority is to remain in full force and effect until LST Financial, and Bank have received written notification from Escrow Holder or Individual Signatory of its termination in such time and manner as to afford LST Financial, and Bank a reasonable opportunity to act on it.

SCHEDULE OF FEES AND CHARGES

For full schedule see Account Agreement accompanying this application

Program Fees (refer to Modification Company)	
Account Setup (one-time fee)	\$ 18.99
Monthly Service Charge	\$ 18.99
Transaction and Other Fees	
Statement Copy by email	\$ 8.99
Statement Copy by fax or mail	\$ 14.99
Changes to Draft	\$ 4.99
Dishonored/returned deposit/ NSF/ Invalid Acct/Routing# / Unable to locate	\$ 9.99
Returned funds to client	\$ 35.00
Chargebacks, revoked transactions, bad returns, stop payment	\$ 25.00
Premium Disbursement Fee	\$ 15.00
Western Union, Fedex, Priority Mail, Money Gram - PAYMENTS OUT	\$ 35.00
Deposit into Account via Automatic Debit	\$ 0

Applicant Signature	Date

Authorized Contact Signature	Date

RMG Law PLLC.

I hereby apply for and agree to establish an Escrow Account (the "Account") with Law Office of RMG Law PLLC. (the "Escrow Holder"). Managed by ABK consultants Inc. for the purpose of accumulating funds to repay my debts in connection with a loan modification program (the "Program"); All sponsored by Kirkland Young, LLC ("Modification Company"). I understand that the Account's features, terms, conditions and rules are further described in an Escrow Agreement that accompanies this Application (the "Agreement"). *I acknowledge that I have received a copy of the Agreement; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions.* I hereby represent that the following information is true and complete to the best of my knowledge and belief.

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Applicant Last Name	First Name	M.I.	Social Security#	D.O.B.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Contact Last Name	First Name	M.I.	Social Security#	D.O.B.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	City	State	Zip	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Home Phone	E-mail Address	Mother's Maiden Name		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information			
Bank Name - Primary Bank Account	<input type="text"/>	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
WRITE CLEARLY: ROUTING NUMBER (9 DIGITS)		ACCOUNT NUMBER	
<input type="text"/>	<input type="text"/>		
Customer Information Name (as it appears on check)			
<input type="text"/>			
Address (as it appears on check)	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount of Recurring Debit	Date of Debit	Initial Debit	Date of Debit
\$ <input type="text"/>	On or after the <input type="text"/> day of each month until further notice	\$ <input type="text"/>	<input type="text"/>

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Returned funds to client	\$ 35.00
Chargebacks, revoked transactions, bad returns, stop payment	\$ 25.00
Premium Disbursement Fee	\$ 15.00
Western Union, FedEx, Priority Mail, Money Gram - PAYMENTS OUT	\$ 35.00
Deposit into Account via Automatic Debit	\$ 0

Applicant Signature	Date
<input type="text"/>	<input type="text"/>
Authorized Contact Signature	Date
<input type="text"/>	<input type="text"/>