

# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

Allegheny

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

### Commencement of Action:

- ☐ Complaint ☐ Writ of Summons  
☐ Transfer from Another Jurisdiction

- ☐ Petition  
☐ Declaration of Taking

☒ Other **AVC**

Lead Plaintiff's Name:  
Commonwealth of PA, Office of Attorney General

Lead Defendant's Name:  
Accelerated Debt Settlement Inc., et al.

Are money damages requested? ☐ Yes ☒ No

Dollar Amount Requested: ☐ within arbitration limits  
(check one) ☒ outside arbitration limits

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Amy L. Schulman, Senior Deputy Attorney General

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

**Nature of the Case:** Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
\_\_\_\_\_  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Zoning Board  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

### MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:  
\_\_\_\_\_  
\_\_\_\_\_

### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☒ Other:  
AVC - Under 73 P.S. §201-5  
Consumer Protection Law

### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE COURT OF COMMON PLEAS OF  
ALLEGHENY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,  
By DAVID W. SUNDAY, JR., ATTORNEY  
GENERAL,**

**Petitioner,**

**v.**

**ACCELERATD DEBT SETTLEMENT, INC.  
d/b/a ACCELERATED DEBT SOLUTIONS;  
ACCELERATED DEBT SETTLEMENT,  
LLC; and FINANCIAL SERVICES GROUP,  
LLC,**

**Respondents.**

**CIVIL DIVISION**

**G.D. No.**

**ASSURANCE OF VOLUNTARY  
COMPLIANCE**

Filed on Behalf of Petitioner:

COMMONWEALTH OF  
PENNSYLVANIA, DAVID SUNDAY,  
ATTORNEY GENERAL

Counsel of Record for this Party:

Amy L. Schulman  
Senior Deputy Attorney General  
P.A. I.D. No. 80888

1251 Waterfront Place  
Mezzanine Level  
Pittsburgh, PA 15222  
(412) 565-3523

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d/b/a ACCELERATED DEBT SOLUTIONS;  
ACCELERATED DEBT SETTLEMENT, LLC;  
and FINANCIAL SERVICES GROUP, LLC,**

**Respondents.**

**CIVIL DIVISION**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**AND NOW**, comes the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr. ("Commonwealth" or "Petitioner"), which conducted a review of the business practices of Accelerated Debt Settlement, Inc. d/b/a Accelerated Debt Solutions; Accelerated Debt Settlement LLC; and Financial Services Group, LLC ("Respondents") pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* ("Consumer Protection Law"); the Debt Settlement Services Act, 63 P.S. § 2501 *et seq.* ("DSSA"); the Fictitious Names Act, 54 Pa.C.S. § 301, *et seq.* ("Fictitious Names Act") and the Telemarketing Sales Rule, 16 C.F.R. 310 *et seq.* ("TSR").

**PARTIES**

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh Pennsylvania 15222 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

**WHEREAS**, Respondent Accelerated Debt Settlement, Inc. is a Wyoming Corporation with a principal place of business located at 1603 Capital Avenue, Suite 310 A444, Cheyenne, Wyoming 82001;

**WHEREAS**, Respondent Accelerated Debt Settlement, Inc. has done business in Pennsylvania under the unregistered fictitious name “Accelerated Debt Solutions;”

**WHEREAS**, Respondent Accelerated Debt Settlement, LLC is an Indiana limited liability corporation with principal place of business located at 1603 Capital Avenue, Suite 310 A444, Cheyenne, Wyoming 82001;

**WHEREAS**, Respondent Financial Solutions Group, LLC is a Delaware limited liability corporation with a principal place of business located at 1603 Capital Avenue, Suite 310 A444, Cheyenne, Wyoming 82001;

**WHEREAS**, Respondents are affiliated with each other through common ownership and shared operations and resources;

### **BACKGROUND**

**WHEREAS**, since May of 2022, Respondents have engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, offering for sale, selling and performing debt settlement services to consumers located in Pennsylvania and nationwide;

**WHEREAS**, Respondents contend that they relied in good faith on their prior in-house counsel to guide the business in its compliance efforts;

**WHEREAS**, Respondents have advertised their debt settlement services to Pennsylvania consumers through telemarketing, direct mail, the internet and satellite radio;

**WHEREAS**, Respondents’ entered into agreements with consumers, which required that consumers pay advance fees to Respondents for their debt settlement services;

**WHEREAS**, the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection (“Bureau”) has received some consumer complaints alleging that consumers made advance payments, ranging from \$1,200 to \$16,300, to Respondents for debt settlement services which such consumers contend Respondents failed to provide;

### **REGULATIONS**

#### **Debt Settlement**

**WHEREAS**, Respondents are sellers or telemarketers of “debt relief service[s],” as defined by Section 310.2(o) of the TSR, 16 C.F.R. § 310.2(o);

**WHEREAS**, Respondents are “providers” of “debt settlement services,” as defined by Section 2502 of the DSSA, 63 P.S. § 2502;

**WHEREAS**, Respondents are thereby subject to the regulatory requirements of the TSR and the DSSA;

#### **Use of Fictitious Names**

**WHEREAS**, Section 303(b) of the Fictitious Names Act states in part that “any entity which...conducts any business in this Commonwealth under or through any fictitious name shall register the fictitious name under this chapter and shall amend such registration whenever necessary to maintain the accuracy of the information disclosed thereby.” 54 Pa.C.S. § 303(b);

### **VIOLATIONS**

**WHEREAS**, based upon its investigation, the Commonwealth believes and therefore alleges that Respondents have engaged in a pattern of misconduct in violation of the TSR and the DSSA, including but not limited to the following:

1. requesting and receiving fees from consumers in connection with debt relief services without renegotiating, settling, reducing or otherwise altering the terms of the debts

- under a debt settlement plan, in violation of Section 310.4(a)(5)(i)(B) of the TSR and Section 2252(c) of the DSSA, 16 C.F.R. § 310.4(a)(5)(i)(B) and 63 P.S. § 2252(c)(1);
2. *requesting or receiving fees that: (1) do not bear the same proportional relationship to the total fee as the individual debt amount bears to the entire debt amount at the time of enrollment; and (2) are not a percentage of the amount saved as a result of the renegotiation, settlement, reduction, or alteration, in violation of Section 310.4(a)(5)(i)(C) of the TSR and Section 2252(c)(3)(i)-(ii) of the DSSA, 16 C.F.R. § 310.4(a)(5)(i)(C) and 63 P.S. § 2252(c)(3)(i)-(ii);*
  3. marketing, soliciting, offering to provide, and providing debt settlement services while unlicensed to do so in the Commonwealth Pennsylvania, in violation of Section 2521(a) of the DSSA, 63 P.S. § 2521(a);
  4. misrepresenting, directly or by implication, any material aspect of any debt relief service, including the amount of money or the percentage of the debt amount that an individual may save by using the service, in violation of Section 2252(b) of the DSSA, 63 P.S. § 2252(b);
  5. conducting business in the Commonwealth of Pennsylvania under the fictitious name “Accelerated Debt Solutions” without first registering the fictitious name with the Pennsylvania Corporations Bureau, as required by Section 303(b) of the Fictitious Names Act, 54 Pa.C.S. § 303(b);

**WHEREAS**, a violation of the DSSA is a violation of the Consumer Protection Law, 63 P.S. § 2574(b);

**WHEREAS**, the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(ii), (iii), (v) and (xxi);

**WHEREAS**, Respondents have ceased marketing and selling debt relief services to consumers in the Commonwealth;

**WHEREAS**, Respondents contend that they relied in good faith on their prior in-house counsel to guide the business in its compliance efforts and deny engaging in any wrongdoing;

**WHEREAS**, pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose;

**WHEREAS**, Respondents agree to cease and desist from engaging in the alleged misconduct and desire to comply with the Consumer Protection Law, the DSSA, the Fictitious Names Act and the TSR and the civil laws of the Commonwealth; and

**WHEREAS**, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. § 201-5, in lieu of commencing statutory proceedings under Sections 201-4 or 201-8 of the Consumer Protection Law, 73 P.S. §§ 201-4, 201-8.

#### **SETTLEMENT TERMS**

**NOW THEREFORE**, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, and affiliates, as follows:

- I. The Recitals set forth above are incorporated herein as though fully set forth.**
- II. Injunctive and Affirmative Relief**

A. Respondents shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto, and are permanently enjoined from any violation thereof.

B. Respondents shall comply with any and all provisions of the DSSA and any amendments thereto, and are permanently enjoined from any violation thereof.

C. Respondents shall comply with any and all provisions of the Fictitious Names Act and any amendments thereto, and are permanently enjoined from any violation thereof.

D. Respondents shall comply with any and all provisions of the TSR and any amendments thereto, and are permanently enjoined from any violation thereof.

E. Respondents are enjoined from advertising, offering for sale and selling debt settlement services to Pennsylvania consumers unless and until they have obtained the necessary license from the Pennsylvania Department of Banking and Securities.

### **III. Monetary Relief**

A. **Required Payment** – Upon the signing of this Assurance of Voluntary Compliance, Respondents shall pay to the Commonwealth a total payment of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000), which shall be allocated as follows:

1. **Restitution** in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000),

a. **Eligibility**- To be eligible for restitution a consumer must file a complaint, relating to the acts and practices alleged herein, with the Bureau within ninety (90) days of the "Effective Date" of this Assurance of Voluntary Compliance. Eligible consumers who were previously identified to the Commonwealth, by way of a consumer complaint or other means, will automatically be deemed eligible for a return of funds pursuant to this paragraph.



- b. **Restitution Administration** - The amount, manner and timing of the distribution of restitution funds shall be within the sole discretion of the Commonwealth. Respondents agree to provide to the Commonwealth each *consumer's first and last name, last-known address, phone number, email address, and the total amount paid by the consumer to Respondents*. If necessary, Respondents further agree to provide the Commonwealth, within fourteen (14) days of the Commonwealth's request, the social security numbers of any consumers for whom the Commonwealth will need to perform a skip trace in order for the Commonwealth to locate the consumer for purposes of restitution distribution.
- c. **Restitution Surplus** – In the event Respondent's restitution payment set forth in Paragraph III.A.1 exceeds the amount of consumer claims for restitution, the remaining restitution funds shall be paid to the Commonwealth, in the form of costs to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes or for other purposes as permitted by state law.
- d. **Uncashed Restitution Checks** - After the Commonwealth has completed the distribution of restitution funds to consumers, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period of time not less than ninety (90) calendar days, all uncashed checks shall be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing

account from which both principal and interest shall be expended for public protection and education purposes, or for any other purpose permissible under state law.

2. **Public Protection and Educational Purposes** in the amount of FIFTY THOUSAND Dollars (\$50,000) shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, as costs of investigation to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. **Form of Payment** – The above payment shall be in the form of a wire payment or a certified check or cashier's check made payable to the "Commonwealth of Pennsylvania, Office of Attorney General" and shall be forwarded to Amy L. Schulman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

#### **IV. Miscellaneous Terms**

A. "Effective Date" shall mean the date this Assurance of Voluntary Compliance is filed with the Court.

B. In accordance with Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose. 73 P.S. § 201-5.

C. This Court shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for the purpose of enforcing its terms.

D. Nothing in this Assurance of Voluntary Compliance shall be construed to waive any individual right of action by a consumer or a local, state, federal, or other governmental entity.

E. Time shall be of the essence with regard to Respondents' obligations hereunder.

F. Jeffrey Lakes is the President of Accelerated Debt Settlement, Inc. d/b/a Accelerated Debt Solutions and certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.

G. Jeffrey Lakes is the President of Accelerated Debt Settlement, LLC and certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.

H. Jeffrey Lakes is the President of Financial Solutions Group, LLC and certifies that he is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.is authorized to enter into and execute this Assurance of Voluntary Compliance its behalf.

I. Respondents further agree to execute and deliver all authorizations, documents and instruments which are reasonably necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

J. Respondents understand and agree that if they made any false statement in or related to this Assurance of Voluntary Compliance, that such statement was made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

K. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute as original counterpart hereof.

L. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and

contemporaneous agreements, understandings, inducement or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

M. Respondents agree by the signing of this Assurance of Voluntary Compliance that they shall abide by each of the aforementioned provisions and that the breach of any one of those terms shall be sufficient warrant for the Commonwealth of Pennsylvania to petition this Court, or any court of competent jurisdiction, to assess the penalties provided under Section 201-8, 201-9, and 201-9.1 of the Consumer Protection Law, and to order any other equitable relief which the Court deems necessary or proper. 73 P.S. §§ 201-8, 201-9, and 201-9.

N. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

**WHEREFORE**, intending to be legally bound, the parties have hereto set their hands and seals.

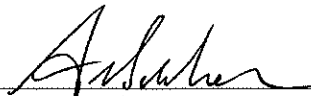
**{Signatures on the Following Pages}**

**FOR THE PETITIONER:**

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL**

**DAVID W. SUNDAY, JR.,  
ATTORNEY GENERAL**

Date: 4/1/2025

By:   
Amy L. Schulman  
Senior Deputy Attorney General  
PA Attorney I.D. No. 88088

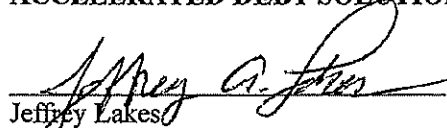
Office of Attorney General  
Bureau of Consumer Protection  
1251 Waterfront Place  
Mezzanine Level  
Pittsburgh, PA 15222  
412-565-3523

**FOR THE RESPONDENTS:**

**ACCELERATED DEBT  
SETTLEMENT, INC d/b/a  
ACCELERATED DEBT SOLUTIONS**

Date: 3/25/2025

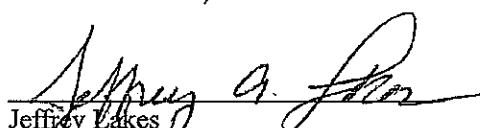
By:

  
Jeffrey Lakes  
President

**ACCELERATED DEBT  
SETTLEMENT, LLC**

Date: 3/25/2025

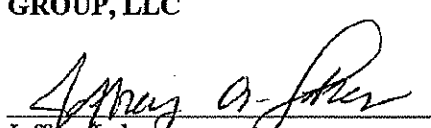
By:

  
Jeffrey Lakes  
President

**FINANCIAL SOLUTIONS  
GROUP, LLC**

Date: 3/25/2025

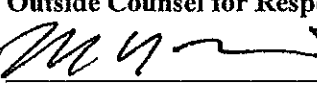
By:

  
Jeffrey Lakes  
President

**Outside Counsel for Respondents**

Date: 3/25/2025

By:

  
Robby H. Birnbaum, Esquire

Greenspoon Marder, LLP  
Trade Center South, Suite 700  
100 W. Cypress Creek Rd.  
Fort Lauderdale, FL 33309  
(only licensed in FL and WI)