

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CHASE BANK USA, N.A.,

Plaintiff,

vs.

HESS KENNEDY CHARTERED, LLC;
LAURA L. HESS; EDWARD T. KENNEDY;
LAURA HESS & ASSOCIATES, P.A.;
HESS KENNEDY HOLDINGS, LTD.;
HESS KENNEDY COMPANY CHARTERED
BWI; THE CONSUMER LAW CENTER, LLC;
THE CONSUMER LAW CENTER OF
DELRAY BEACH, LLC; THE CONSUMER
LAW CENTER OF BOCA RATON, INC.;
THE CAMPOS CHARTERED LAW FIRM;
JEFF CAMPOS, P.A.; JEFFREY S. CAMPOS;
LEGAL DEBT CENTER, LLC;
JOHN DOES 1-50,

Defendants.

CASE NO. 08-121-JJF

CONSENT JUDGMENT

Plaintiff Chase Bank USA, N.A. (“Chase”) and Defendants Hess Kennedy Chartered, LLC, Laura Hess & Associates, P.A., Hess Kennedy Holdings, Ltd., Hess Kennedy Company Chartered BWI, The Consumer Law Center, LLC, The Campos Chartered Law Firm and Legal Debt Center, LLC (individually and collectively, “the Receivership Entities” or “Defendants”) have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law.

I. PARTIES

A. Plaintiff CHASE is a national banking association with its main office in Newark, Delaware.

B. Defendant HESS KENNEDY CHARTERED, LLC (“HESS KENNEDY”) is a Florida limited liability company. Prior to July 18, 2008, Laura L. Hess was an owner, officer, manager, member and/or director of HESS KENNEDY.

C. Defendant LAURA HESS & ASSOCIATES, P.A. (“LH&A”) is a Florida for-profit corporation for the practice of law in the State of Florida. Prior to July 18, 2008, Laura L. Hess was an owner, officer, manager, member and/or director of LH&A.

D. Defendant HESS KENNEDY HOLDINGS, LTD. (“HKH”) is a Florida limited liability company. Prior to July 18, 2008, Laura L. Hess and Edward Cherry were owners, officers, managers, members and/or directors of HKH.

E. Defendant HESS KENNEDY COMPANY CHARTERED BWI (“BWI”) is a corporation with its principal place of business in the Cayman Islands.

F. Defendant THE CONSUMER LAW CENTER, LLC (“CLC”) is a Florida limited liability company. Prior to July 18, 2008, Laura L. Hess and Edward Cherry were owners, officers, managers, members and/or directors of CLC.

G. Defendant THE CAMPOS CHARTERED LAW FIRM (“CCLF”) is a Florida corporation.

H. Defendant LEGAL DEBT CENTER, LLC (“LDC”) is a Florida limited liability company. Prior to July 18, 2008, Edward Cherry was an owner, officer, manager, member and/or director of LDC.

I. On July 18, 2008, the Broward County Circuit Court in Florida issued an Ex-Parte Order Appointing Receiver in which it appointed Daniel J. Stermer (“the Receiver”) as the Receiver of HESS KENNEDY, LH&A, HKH, BWI, CLC, CCLF and LDC, among other entities associated with the Defendants.

II. BACKGROUND

The Defendants operated several inter-related debt elimination/settlement companies (some calling themselves law firms). The companies had two components: law firms for debt settlement and a company for payment processing. Laura L. Hess was the attorney who operated the law firms and a non-lawyer named Edward Cherry, also known as Edward T. Kennedy, operated the payment processing company. The Defendants organized myriad legal entities, including HESS KENNEDY, LH&A, HKH, BWI, CLC, CCLF and LDC, and registered numerous fictitious names in conjunction with their operations.

The Defendants promised consumers that they could get them out of debt by convincing creditors to accept a significantly reduced amount as payment in full for their clients' unsecured debts. The marketers and advertisers that referred the consumers to the Defendants directed the consumers -- of which thousands were Chase cardmembers -- to discontinue paying their credit card debt and to send monthly payments to the Defendants instead. As a result, most of these consumers who were Chase cardmembers stopped making payments to Chase. For their "services," the Defendants received attorneys' fees of between 15% and 25% of the debt each client placed in the Defendants' programs, plus monthly processing fees -- with a significant portion of the attorneys' fees illegally being diverted to and received by the marketers and advertisers for referring the consumers to the Defendants in violation of state law. The Defendants did not maintain any consumer escrow payments in client trust accounts.

On behalf of their Chase cardmember clients, Defendants initiated, allegedly under the Fair Credit Billing Act ("FCBA"), 15 U.S.C. §§ 1666 *et seq.*, "billing error disputes" against Chase in which the cardmembers challenged their entire Chase credit card account balances that had accrued over years of use and withheld any and all payments to Chase. In furtherance of

their debt elimination scheme, the Defendants fabricated legally insufficient form letters which they and Chase cardmembers sent to Chase by the thousands and caused Chase cardmembers to assert frivolous claims and counterclaims against Chase in court and in arbitrations commenced by Chase to collect on delinquent credit card balances owed by the cardmembers. The Defendants never warned consumers that their legal strategy of issuing dispute letters under the FCBA was not effective to toll or relieve the consumers' liability for payments to creditors.

On July 18, 2008, the Broward County Circuit Court in Florida entered an order placing the Receivership Entities, among others, into receivership. The Receiver was appointed on the basis of the Florida Attorney General's showing that, *inter alia*, the Defendants had defrauded their customers (including thousands of Chase cardmembers) of millions of dollars that had been paid to the Defendants for supposed debt settlement and debt management services. In many, if not most instances, the Defendants' consumer victims were left even more indebted to creditors, with credit ratings that had continued to deteriorate during the time they had dealt with the Defendants.

On November 25, 2008, Laura Hess and the Receiver, acting on behalf of LH&A, Hess Kennedy and CLC, agreed to the entry of an injunction permanently enjoining them from (1) engaging in any consumer debt-related services other than in connection with the Receiver's efforts to wind down the companies and administer a claims process; (2) advertising any debt-related services; and (3) accepting payment from consumers for debt-related services.

III. FINDINGS

A. On February 29, 2008, Chase filed its Complaint in this case seeking declaratory and injunctive relief and asserting substantive causes of action against the Defendants and others associated with them for tortious interference with contract; abuse of process; violations of the

Delaware Deceptive Trade Practices Act (“DTPA”), 6 Del. Code §§2531 *et seq.*; violations of the Delaware Consumer Fraud Act (“CFA”), 6 Del. Code §§2511 *et seq.*; and civil conspiracy.

B. The Defendants encouraged and enabled Chase’s cardmembers to assert sham billing error disputes, claims and counterclaims and other defenses against Chase to avoid payment of account balances lawfully due Chase. Defendants’ bad faith conduct spawned frivolous litigation by cardmembers and caused delay in legitimate collection actions commenced by Chase to recover delinquent account balances owed to Chase.

C. This Court has jurisdiction over the subject matter of the Complaint filed herein and over the parties to this Consent Judgment.

IV. DECLARATORY AND INJUNCTIVE RELIEF

On the basis of the above findings, and for the purpose of effecting this Consent Judgment, IT IS HEREBY ORDERED AND DECREED as follows:

A. The Defendants, and any persons acting at their direction or in concert with them who receive actual notice of this Consent Judgment, shall be permanently ENJOINED from:

1. interfering in any way with the contractual relationships and obligations between Chase and its cardmembers, including, without limitation, advising, encouraging, or suggesting to cardmembers that they not make payments to Chase (except as to the cardmembers’ obligations under the accounts identified in Exhibit A to the Settlement Agreement filed in the Receivership Action in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, case number CACE-08-007686 (08));

2. engaging in consumer debt-related services, whether secured or unsecured, including debt settlement services, debt management services or any other services related to the consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly,

whether as the practice of law through a law office or law firm or as a business through any type of business or entity that is not a law office, law firm or engaged in the practice of law;

3. representing or soliciting through print, electronic or verbal advertising or communication, either directly or indirectly, that it offers, provides or otherwise renders consumer debt-related services, whether secured or unsecured, including debt settlement services, debt management services or any other service related to the consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly, whether as the practice of law through a law office or law firm or as a business through any type of business or entity that is not a law office, law firm or engaged in the practice of law;

4. accepting, receiving or otherwise obtaining payments from consumers for consumer debt-related services, whether secured or unsecured, including debt settlement services, debt management services or any other services related to the consolidation, invalidation, reduction or dispute of consumer debts, either directly or indirectly, whether as the practice of law through a law office or law firm or as a business through any type of business or entity that is not a law office, law firm or engaged in the practice of law; and

5. sharing, publishing, selling or otherwise disseminating the scheme's methods or processes or selling, training or educating any other person or entity regarding debt settlement or elimination, including, without limitation, credit or unsecured debt elimination; provided that

6. none of the foregoing shall restrict, limit, prohibit or otherwise affect in any way the Receiver's conduct and business in connection with the Receivership and the wind down of the Defendants or related entities including the entities' operations under the existing debt management agreements and obligations, the administration of the claims process, including

notifications to customers and claims incidental thereto, or as otherwise authorized by the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

B. The Court DECLARES that:

1. the billing error disputes asserted by Chase's cardmembers who, at all times material, were represented or assisted by Defendants are sham and do not assert valid billing error disputes under the terms of the Fair Credit Billing Act ("FCBA"), 15 USC §§1666 *et seq.*, or impose any duties on Chase under the FCBA;

2. the billing error disputes asserted by Chase's cardmembers who were, at all times material, represented or assisted by Defendants do not provide any legal or valid basis for these cardmembers to cease making payments to Chase; and

3. the claims, counterclaims and other defenses interposed against Chase by cardmembers who were, at all times material, represented or assisted by Defendants are frivolous and legally insufficient to prevent Chase from collecting delinquent balances due on its credit card accounts under the terms of the Cardmember Agreements.

V. MISCELLANEOUS

A. Notwithstanding anything to the contrary contained in Section IV.A. and IV.B. hereto, nothing in this Consent Judgment shall preclude the Receiver from administering the Receivership Entities as has been or may be approved by the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, including without limitation the administration of the claims process, any settlements that the Receiver may enter into with creditors of the clients of the Receivership Entities, and the wind down process for the debt settlement and/or debt management operations of the Receivership Entities.

B. This Consent Judgment is not intended to confer upon any person any rights or remedies as a third party beneficiary. This Consent Judgment is not intended to create a private right of action on the part of any person or entity other than the parties hereto.

C. This Court shall retain jurisdiction over this matter for the purposes of (1) enabling Chase to apply, at any time, for enforcement of any provision of the Consent Judgment and for sanctions or other punishment for any violation of this Consent Judgment; and (2) enabling Chase to apply, upon giving thirty (30) days written notice to all other parties, for such further orders and directions as might be necessary or appropriate either for the construction or carrying out of this Consent Judgment or for the modification or termination of any of the injunctive provisions of this Consent Judgment.



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SO ORDERED this _____ day of _____, 2009.

HONORABLE JOSEPH J. FARNAN, JR.
United States District Court Judge