

IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY  
STATE OF MISSOURI

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RECEIVED AND FILED  
CIRCUIT COURT OF  
ST LOUIS COUNTY

MYRA PERKINS, as an individual and )  
as representative of a class of similarly- )  
situated individuals, )

Cause No.

10 AUG -3 P3:38

Plaintiff )

Division No.

vs. )

GLOBAL CLIENT SOLUTIONS, LLC )

*MSL-CC03107*

Registered Agent: )  
Timothy Merrick )  
9820 East 41<sup>st</sup> Street, Suite 400 )  
Tulsa, OK 74146, )

Defendant, )

ONB BANK AND TRUST COMPANY, )

Registered Agent: )  
Gentner F. Drummond, Esq. )  
1500 South Utica, Suite 400 )  
Tulsa, OK 74103 )

Defendant, )

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GHS SOLUTIONS, LLC, d/b/a )

GHS SOLUTIONS, d/b/a )  
GHS DEBT SOLUTIONS )

Registered Agent: )  
J. Scott Gunn, Esq. )  
100 SE Third Avenue )  
Suite 2500 )  
Fort Lauderdale, FL 33394 )

Defendant )

CLASS ACTION PETITION

Plaintiff Myra Perkins brings this action on behalf of herself and all others  
similarly situated against Defendants Global Client Solutions, LLC ("Global"), ONB  
Bank and Trust Company ("ONB"), and GHS Solutions, LLC ("GHS").

## GENERAL ALLEGATIONS

1. Plaintiff is a resident of St. Louis County, Missouri, and was a resident of St. Louis County, Missouri, at all times referenced herein.

2. Global is a limited liability company organized under the laws of Oklahoma and doing business in Missouri.

3. GHS is a limited liability company organized under the laws of Florida and doing business in Missouri.

4. ONB is a bank chartered under the laws of the laws of Oklahoma and doing business in Missouri.

5. Acting collectively with Global and ONB, GHS markets itself throughout the United States and within Missouri to consumers who wish to settle their outstanding debts with credit card companies, medical providers, etc. GHS provides the consumer with a written agreement in which GHS defines its services to include negotiating and settling the consumer's debts. GHS further defines its business as "negotiating a settlement of debt with creditors."

6. In order to facilitate the taking of consumers' money, GHS employs Global and ONB as its agents for processing and receiving payments from the consumers. The written documents provided by GHS to the consumer states that Global acts as an agent for ONB.

7. GHS instructs the consumer to begin making monthly payments to the defendants, and the defendants will hold the consumers money (presumably at ONB) to pay GHS and possibly make payments to the consumers' creditors at some indeterminate point in time.

8. The defendants charge an additional fee, typically nine dollars per payment, to process each monthly payment of the consumer.

9. None of the defendants advise Plaintiff, class members, or the general public, that the fees they charge to adjust or negotiate debts dramatically exceeds the maximum amount allowed under Missouri law.

10. None of the defendants advise that they lack authorization and authority under Missouri law to adjust or negotiate debts for consumers in Missouri.

11. None of the defendants advise that they failed to post a bond in favor of the State of Missouri, as required by Missouri law.

12. During October of 2009, Plaintiff responded to an advertisement in Missouri suggesting that she hire GHS to negotiate and settle her outstanding debt with credit card companies.

13. GHS provided, and Plaintiff signed, a document purporting to be a contract between the parties. Said contract is void as illegal and against public policy.

14. In November of 2009, Plaintiff began making monthly payments to the defendants in the hope that the defendants would negotiate and settle her debts.

15. Over the course of the following five months, Plaintiff paid to the defendants a total of \$1,636.40.

16. Additionally, the defendants also likely charged Plaintiff additional fees every time she made a payment.

17. Of the sums paid to defendants, only \$90.20 was placed into a savings account for future use in settling debts. The remaining sum of at least \$1,546.20 was retained by the defendants as their fee.

18. Plaintiff is not aware of any effort made on behalf of any of the three defendants to settle or negotiate any of her debts. Additionally, because the defendants allege to have set aside only \$90.20, there is no reasonable likelihood that they would be able to negotiate any debt settlement with any creditor.

19. Plaintiff stopped making payments to the defendants, and has demanded a refund of all money paid, and defendants have refused to refund the money paid.

20. None of the defendants are registered to work as debt adjusters in the State of Missouri.

21. None of the defendants are bonded as debt adjusters in the State of Missouri.

22. As a result of the actions of the defendants, Plaintiff was required to resort to the filing of a bankruptcy petition in the U.S. Bankruptcy Court.

#### CLASS ACTION ALLEGATIONS

23. This action is brought by Plaintiff on behalf of herself and a proposed class of Missouri residents who paid defendants to act as debt adjusters on their behalf. The proposed class includes, and is limited to every Missouri resident who paid any of the defendants money to settle, negotiate, and/or adjust debts of the resident. This proposed class is limited to individuals who (a) paid money to any of the defendants during the five-year period immediately preceding the filing date of this cause of action, and (b) were Missouri residents at the time of making a payment or payments.

24. The action is brought on behalf of Plaintiff and all others similarly situated.

25. The proposed class is large and includes exactly or approximately 780 individuals, all similarly-situated.

26. Plaintiff is representative of the class members in that she paid the sum of \$1,636.40, which is typical or average, with respect to the class.

27. Joinder of all members of the class would be impracticable, and members of the class are so numerous that it is impractical to bring them before the Court in this action. Moreover, the amount of damages suffered individually by each member of both classes is so small as to make suit by each individual member of the classes economically unfeasible.

28. Class treatment of the claims asserted herein will provide substantial benefit to both the parties and the court system. A well-defined commonality of interest in the questions of law and fact involved affects Plaintiff and all members of the class.

29. There are common questions of law and fact applicable to the claims asserted on behalf of the class. The common questions include:

- a. Whether the defendants acted with malice or the necessary degree of recklessness for the imposition of punitive damages;
- b. Whether the defendants carried a bond in another state which is transferable or assignable to the State of Missouri;
- c. Whether this action is maintainable as a class action;
- d. Whether customers who paid money for the defendants' purported services have the right to recover that amount of money, jointly and severally, from the defendants.

30. Plaintiff's claims are typical of the claims of the proposed class and Plaintiff will fairly and adequately represent and protect the interests of the proposed class. Plaintiff does not have any interest antagonistic to those of the class. Plaintiff has retained competent and experienced counsel in the prosecution of this type of litigation. The questions of law and fact common to the members of the class, some of which are set out above, predominate over any questions affecting only individual members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because members of the class number in the thousands and individual joinder is impracticable. The expenses and burden of individual litigation would make it impracticable or impossible for proposed members of the class to prosecute their claims individually. Trial of Plaintiff's claims is manageable.

32. Unless a class is certified, Defendants will retain monies received as a result of its legal violations. Unless a class-wide injunction is issued, defendants will continue to commit violations against customers.

33. This action is maintainable as a class action pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure and pursuant to section 407.025.3 of the Missouri Revised Statutes.

#### COUNT ONE -- FRAUD

34. Into this count, Plaintiff adopts, restates and incorporates all other allegations and averments set out in this petition.

35. Defendants represented to Plaintiff and members of the proposed class that the defendants could act as debt adjusters in Missouri.

36. Defendants represented to Plaintiff and the proposed class members that they were legally able to act as debt adjusters in Missouri.

37. The representations were false and misleading.

38. None of the defendants can legally act as debt adjusters in Missouri.

39. Plaintiff has been damaged in the amount of \$1,636,40, plus bank fees, attorney fees and costs.

40. Acting on these representations, Plaintiff and the proposed class members paid to Defendants various sums of money.

41. Defendants retained and kept the majority of Plaintiff's money and money of members of the proposed class.

WHEREFORE, Plaintiff requests that this Court enter an order and judgment in favor of Plaintiff and against Defendants, jointly and severally, as set forth in the Request for Relief, below.

COUNT II – VIOLATION OF §425.010, et seq.

42. Into this count, Plaintiff adopts, restates and incorporates all other allegations and averments set out in this petition.

43. RSMo. §425.010, et seq., defines a “debt adjuster” as “a person who acts or offers to act for a consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or in any wise altering the terms of payment of any debts of the debtor; and to that end the person receives money or other property from the debtor, or on behalf of the debtor, for payment to the debtor's credit by the person, or distribution among, the creditors by the person.”

44. RSMo. §425.010, et seq. requires that debt adjusters carry a blanket bond in the amount of \$100,000 in favor of the State of Missouri.

45. None of the defendants have ever carried a blanket bond in favor of the State of Missouri.

46. RSMo. §425.010, et seq. limits the maximum sum of money that debt adjusters may charge customers/debtors.

47. The defendants have charged Plaintiff and members of the proposed class more the permissible sum of fifty dollars for the initial setup.

48. The defendants have charged Plaintiff and members of the proposed class more than the permissible sum of thirty-five dollars per month or eight percent of the sum distributed to creditors.

WHEREFORE, Plaintiff requests that this Court enter an order and judgment in favor of Plaintiff and against Defendants, jointly and severally, as set forth in the Request for Relief, below.

COUNT III - VIOLATION OF RSMo. §407.010, et seq.

49. Into this count, Plaintiff adopts, restates and incorporates all other allegations and averments set out in this petition.

50. Defendants actions constituted a false pretense, false promise, concealment, or misrepresentation in that:

- a. Defendants represented to Plaintiff, the general public, and members of the proposed class that they/defendants were authorized and legally-allowed to act as debt adjusters in Missouri.

- b. Defendants represented to Plaintiff, the general public, and members of the proposed class that they/defendants were authorized and legally-allowed to act as debt adjusters on behalf of Missouri residents.
- c. Defendants failed to disclose to Plaintiff, the general public, and members of the proposed class that the defendants failed to purchase or carry any bond as required by Missouri law.
- d. Defendants failed to disclose to Plaintiff, the general public, and members of the proposed class, that the fees they charged (to allegedly administer a debt management plan) were excessive and illegal under Missouri law.

51. The misrepresentations, false pretenses, false promises and concealments were intentional, material.

52. The services and goods offered by the defendants were for individual or consumer use.

53. The misrepresentations, false pretenses, false promises, and concealments related to the sale of merchandise (goods and/or services) in Missouri.

WHEREFORE, Plaintiff requests that this Court enter an order and judgment in favor of Plaintiff and against Defendants, jointly and severally, as set forth in the Request for Relief, below.

COUNT IV – MONEY HAD AND RECEIVED

54. Plaintiff incorporates by reference all preceding paragraphs of the petition as if fully set forth herein.

55. Defendants had and received money from Plaintiff and members of the Class.

56. Under circumstances and in equity and good conscience, Plaintiff should be required to pay back all money paid by Plaintiff and class members for the services.

WHEREFORE, Plaintiff requests that this Court enter an order and judgment in favor of Plaintiff and against Defendants, jointly and severally, as set forth in the Request for Relief, below.

#### REQUEST FOR RELIEF


WHEREFORE, Plaintiff respectfully requests that this Court enter an order and judgment against defendants, jointly and severally, (a) certifying this case a class action, (b) appointing Plaintiff as a class representative, (c) appointing The Smith Law Firm, LLC, as class counsel, (d) entering a temporary and permanent injunction preventing all defendants from acting as debt adjusters, and collecting fees to act as debt adjusters, in the State of Missouri, (e) awarding Plaintiff and every class member punitive damages in an amount that is fair and reasonable, (f) awarding Plaintiff and every member of the proposed class compensatory damages in the amount of money paid to the defendants, (g) awarding statutory damages as applicable, (h) awarding reasonable attorney fees and litigation costs, (i) awarding pre-judgment and post-judgment interest, and (j) granting such other and further relief as the Court deems just and proper.

#### JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

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Respectfully submitted,  
THE SMITH LAW FIRM, LLC

  
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From Article at  
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