



Jan. 09, 2018

Board of Disciplinary Appeals

No. 59519

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**Before the Board of Disciplinary Appeals  
Appointed by  
The Supreme Court of Texas**

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**LLOYD EUGENE WARD,**

**APPELLANT**

**V.**

**COMMISSION FOR LAWYER DISCIPLINE,**

**APPELLEE**

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*On Appeal from the Evidentiary Panel  
For the State Bar of Texas District 6-2  
No. 201401402*

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**BRIEF OF APPELLEE  
COMMISSION FOR LAWYER DISCIPLINE  
(ORAL ARGUMENT WAIVED)**

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**BRIEF OF APPELLEE  
COMMISSION FOR LAWYER DISCIPLINE**

---

TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

Appellee, the Commission for Lawyer Discipline, submits this brief in response to the brief filed by Appellant, Lloyd Eugene Ward. For clarity, this brief refers to Appellant as “Mr. Ward” and Appellee as “the Commission.” References to the record are labeled CR (clerk’s record), RR (reporter’s record), Pet. Ex. (Petitioner’s exhibit to reporter’s record), and Resp. Ex. (Respondent’s exhibit to

reporter's record). References to rules refer to the Texas Disciplinary Rules of Professional Conduct<sup>1</sup> unless otherwise noted.

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<sup>1</sup> *Reprinted in* TEX. GOV'T CODE ANN., tit. 2, subtit. G app A-1. (West 2015).



## STATEMENT OF THE CASE

*Type of Proceeding:* Attorney Discipline

*Petitioner/Appellee:* The Commission for Lawyer Discipline

*Respondent/Appellant:* Lloyd Eugene Ward

*Evidentiary Panel:* 6-2

*Judgment:* Judgment of Public Reprimand

*Violations found (Texas  
Disciplinary Rules of  
Professional Conduct):* **Rule 8.04(a)(3):** A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

### **STATEMENT OF THE ISSUES**

- I. Whether the panel erred by denying Mr. Ward's motion to dismiss disciplinary rule violations due to the lack of supplemental disclosures where no undisclosed evidence or witnesses were offered and where Mr. Ward had two years of notice of the evidence and witnesses underlying the rule violations alleged.**
- II. Whether a factual basis exists in the record to support the Panel's finding of violation of Rule 8.04(a)(3) where the record contains numerous contradictory statements regarding whether or not Mr. Ward was in an attorney-client relation with the complainant, and communications under Mr. Ward's firm name created the impression that debts were being negotiated, though they were not.**

## **STATEMENT OF FACTS**

This disciplinary case involves a complicated relationship between the complainant, Ivan Haylock, a debtor living in Florida, the Debt Answer, a company that solicits clients to enroll in debt relief programs, and Appellant Lloyd Ward and his law firm, Lloyd Ward & Associates, which was contracted to perform the legal work of negotiating and resolving clients' debts. Mr. Haylock enrolled in a debt relief program with the Debt Answer and later signed an agreement by which Mr. Ward and his firm were to negotiate resolution of his debt. (Pet. Ex. 1, 2) Mr. Ward did not do so, and now claims that Mr. Haylock was not his client. (App. Br. at 19-20) The disciplinary panel found Mr. Ward violated Rule 8.04(a)(3) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. (RR at 172; CR at 988-991) Mr. Ward timely filed this appeal.

In 2009, Ivan Haylock found himself in significant credit card debt and needing relief. He owed \$43,242 on two different credit card accounts: \$25,242 to Citi and \$18,000 to Chase. (Pet. Ex. 1) He contracted with the Debt Answer, a company that is not a law firm, but one that solicits clients for debt relief and provides servicing during the process. (RR at 32, 108-110) The Debt Answer then contracted with the law firms that performed the legal work for the individual clients. (*Id.*) The agreement called for Mr. Haylock to make 36 monthly payments totaling \$25,403 into a trust account where the money would be held until there

were sufficient sums to negotiate the debts with the credit card companies. (Pet. Ex. 1) Mr. Haylock dutifully made each payment. (RR at 50, 51, 54)

Initially, the Debt Answer had contracted with a Florida law firm to perform the legal services involved. In December 2010, Mr. Ward's law firm, "Lloyd Ward & Associates" took over as the law firm providing legal services for the Debt Answer and its clients. (RR at 32, Pet. Ex. 2) This included Mr. Haylock, who signed an Authorization for Debt Negotiation with Mr. Ward's firm that explicitly identified him as a client. (Pet. Ex. P-2). He was assigned to an "account specialist" who had an email address leo@lloydwardlawfirm.com. (See Pet Ex. P-3) A letter from the account specialist states: "Here at Lloyd Ward & Associates, each client is special. We want to give each individual the undivided attention they deserve..." (*Id.*)

In August of 2011, Mr. Ward's firm sent a fax to the law firm prosecuting collections related to Mr. Haylock's Citi account. (Pet. Ex. 5) The letter, sent under Mr. Ward's name, refers to Mr. Haylock as "our client" and indicates he had entered into "our debt negotiating program." (*Id.*) The debt was settled in 2012 for \$15,500. (Pet. Ex. 6)

Also in August of 2011, Mr. Ward sent an identical letter to Chase. (Pet. Ex. 14) It also refers to Mr. Haylock as "our client" and indicates he had entered

into “our debt negotiating program.” (*Id.*) Yet no negotiations ever took place with Chase. (RR at 57, Pet. Ex. 14)

In early to mid-2012, Mr. Ward’s firm and the Debt Answer terminated their business relationship. (Pet Ex. 13) In June of 2012, both the Debt Answer and Mr. Ward’s firm sent communications to Mr. Haylock seeking to have him keep his account with their respective companies. (Pet Ex. 10, 11, 13) Mr. Haylock testified that it was his belief he had kept his account with Mr. Ward’s firm, Lloyd Ward & Associates. (RR at 60-61, 197)

After his 36 months were complete (or a few months before), Mr. Haylock contacted Lloyd Ward & Associates to inquire about the status of the negotiations on his second account. (RR at 50) He was completing his 36 monthly payments and expected that his debts would be settled per the terms of his initial contract. (RR at 51-52) He was informed that he did not have enough (or any) funds to settle the account as he only had \$400 in his trust account. (RR at 55)

Through his own investigation, Mr. Haylock later learned that Chase had written off his debt and ceased collection activities in December of 2012. (Pet. Ex. P-14; RR at 57) This was in no way due to the efforts of Mr. Ward or the Debt Answer. (*Id.*) By the terms of his contract, he was entitled to a return of any monies paid into his trust account that were not used for debt negotiation, and potentially a return on some of the thousands of dollars of fees he paid for debt

negotiations that never took place. (RR at 57-58, Pet. Ex. P-1) He never received either, other than the \$400 dollars. (*Id.*) The record is unclear about what happened to Mr. Haylock's funds, but Mr. Ward claimed he never received any of them. (RR at 61-62)

For his part, Mr. Ward argued at the hearing that Mr. Haylock was never his client. (RR at 21) He argued that the Debt Answer was responsible for Mr. Haylock, and that his sole role was to negotiate debts when the funds were available to do so. (RR at 129-131) He testified that he relied on the proprietary electronic system developed by the Debt Answer that tracked all of the clients and their account information. This was communicated via spreadsheets. (RR at 21, 109) Mr. Ward conceded that Mr. Haylock was on his list of clients on the final spreadsheet from the Debt Answer prior to the dissolution of their business relationship, but argues that Mr. Haylock's information was not transferred to him when he received the electronic client files. (RR at 117-118, 130) In this way, he argues that Mr. Haylock was "a ghost in the system." (RR at 169) He also argued that the communications to Mr. Haylock were misleading as to their original source. (RR at 120-121) He testified that his firm had authorized the Debt Answer to use his firm name on communications and that he had leased employees from the Debt Answer, who would use his name, but were not in fact his employees. (*Id.*) As for the lack of funds to pay Mr. Haylock's debts, he argued that it was the

Debt Answer who originally calculated the amounts needed and that it was never his responsibility to do. (RR at 145, 165)

Mr. Haylock filed a complaint with the State Bar of Texas alleging that Mr. Ward and his firm had been hired to negotiate his debts, but never did so. (RR at 94, CR at 12-13) Mr. Ward was initially charged with violations of Rules 1.01(b)(1) for neglecting a legal matter entrusted to the lawyer and 1.02(a)(2) for failing to consult and abide by the client's decisions with regard to settlement. (CR at 86) Mr. Ward denied the allegations against him and requested disclosures pursuant to TEX. RULES DISCIPLINARY P. R. 2.17D. (CR at 108)

On May 15, 2015, Mr. Ward was served with an amended petition that dropped the violation of Rule 1.02(a)(2), but added four others. (CR at 298-301) The added violations included Rule 1.03(b) for failing to explain matters to the client to make informed decisions regarding the representation, Rule 1.14(b) for failure to deliver client funds, Rule 1.15(d) for failure to return any advance payments of fees that were not earned, and Rule 8.04(a)(3) for engaging in conduct involving dishonesty, fraud, deceit or misrepresentation. (*Id.*)

The matter was set for hearing before panel 6-2 in Dallas, Texas on August 3, 2017 – over two years since Mr. Ward was served with the amended petition. (CR at 962) During that two year time period the parties litigated motions to permit telephonic testimony (CR at 311), Mr. Ward's motion to dismiss (CR at

435) and multiple continuances (CR at 589, 623, 907) Though the Commission's disclosures were not updated following the amended petition, Mr. Ward was intimately aware of the new allegations contained in the amended petition. Indeed, he filed a detailed motion attacking the amended petition for what he perceived as inconsistencies between the facts alleged as compared to the original petition. (CR at 435-448) At no point did Mr. Ward move to compel discovery or request updated disclosures. More importantly, there was no evidence or witnesses pertinent to the newly alleged rule violations that were not produced in prior disclosures. (*See generally*, RR)

Prior to the hearing, Mr. Ward made an oral motion to dismiss the rule violations contained in the amended petition that were not in the original petition because the disclosures had not been supplemented. (RR at 8-9) It was the first time the issue had been raised. Mr. Ward did not point to any specific evidence or witnesses that had not been previously disclosed. (*Id.*) Counsel for the Commission conceded that the disclosures had not been updated and apologized for the oversight, pointed out that the amended petition had been served long ago, and that matter could have been easily remedied long before the hearing. (RR at 9-10) The panel chair denied the motion. (RR at 10-11)

During the hearing, only two witnesses were called: Mr. Haylock and Mr. Ward. (RR at 3) There was no objection from Mr. Ward that either had not been



disclosed. The Commission offered 17 exhibits at the hearing. Mr. Ward made no objections that any had not been previously disclosed and stipulated to all but one. (RR at 24) As for the lone exhibit to which Mr. Ward offered any objection, Mr. Ward specifically stated that he had received the document in discovery, and such was not the basis for his objection. (RR at 40) The panel ultimately found Mr. Ward in violation of Rule 8.04(a)(3), but did not find violations of Rules 1.01(b)(1), 1.03(b), 1.14(b), or 1.15(d). (RR at 172; CR at 993-998)

### **SUMMARY OF THE ARGUMENT**

Mr. Ward's argument regarding the lack of supplemental disclosures should be rejected. Rule 2.17 of the Texas Rules of Disciplinary Procedures and the corresponding Rule 193.6 of the Texas Rules of Civil Procedure are evidentiary rules, requiring the exclusion of previously undisclosed evidence absent a showing of good cause, or a lack of prejudice or unfair surprise. Here, while the disclosures were not supplemented following the amended petition, Mr. Ward points to no specific evidence or witness that was not previously disclosed. The rules do not operate to exclude claims, but instead to the introduction of undisclosed evidence, of which there was none. Even if Rule 2.17 provided for the exclusion of claims, there was no surprise or unfair prejudice as Mr. Ward was made aware of the additional allegations two years before the hearing, yet never raised the issue of the disclosure with the Commission's counsel.

Ample evidence supports a finding of a violation of Rule 8.04(a)(3). Both at hearing and here, Mr. Ward extensively argued that Mr. Haylock was not his client. Yet the record is replete with statements made by Mr. Ward and his firm recognizing Mr. Haylock as his client. These statements were made to both Mr. Haylock and his creditors. If Mr. Haylock was not Mr. Ward's client, these statements were false, or at best, misleading. In addition, communications between individuals appearing to be from Mr. Ward's firm give the impression that his debt was actively being negotiated and his interests pursued, though they were not. Mr. Ward testified that it was plain to see that Mr. Haylock would not have sufficient funds to settle his debts, but did not communicate this fact to Mr. Haylock, who continued to dutifully make monthly payments, including thousands of dollars of fees, in the belief that Mr. Ward and his firm were actively working to resolve his debts. Accordingly, sufficient and competent evidence supports the panel's findings.

## ARGUMENT

**I. Appellant points to no undisclosed evidence that was either offered or admitted against him, and his argument regarding the lack of disclosure should be rejected.**

Mr. Ward's arguments regarding the lack of disclosure are unavailing. Rule 2.17 of the Texas Rules of Disciplinary Procedures is an *evidentiary* rule, requiring the exclusion of previously undisclosed evidence absent a showing of good cause, or a lack of prejudice or unfair surprise. In this, it mirrors Rule 193.6 of the Texas Rules of Civil Procedure. Yet neither rule mandates the dismissal of a claim, but instead a bar on introducing undisclosed evidence or witnesses. Their sole sanction is the exclusion of *evidence*. *Alvarado v. Farah Mfg. Co.*, 830 S.W.2d 911, 914 (Tex. 1992) (emphasis added) ("The rule is mandatory, and its sole sanction—exclusion of evidence—is automatic, unless there is good cause to excuse its imposition.").

Here, while Mr. Ward is correct that the underlying disclosures were not supplemented following the addition of four additional disciplinary rule violations, the evidence and witnesses supporting those violations was identical to those previously disclosed. Indeed, Mr. Ward stipulated to admission of all but one of the exhibits offered at hearing. (RR at 24-26) As to the lone document about which there was any disagreement, Mr. Ward explicitly stated that it had been previously produced, but he raised an issue regarding its completeness. (RR at 40)

As for witnesses, the only witnesses who testified were the complainant and Mr. Ward. Neither at the hearing nor on appeal has Mr. Ward pointed to any documents or witnesses that were not previously disclosed. That failure is fatal to his argument here, as Rule 2.17 would only preclude the introduction of specific evidence or witnesses not disclosed prior to the hearing.

Even if Rule 2.17 applied to require the preclusion of an entire claim as opposed to specific evidence, there was no showing of prejudice or unfair surprise. The trial court has discretion to determine whether the offering party met the burden to establish no unfair surprise. *Bellino v. Comm'n for Lawyer Discipline*, 124 S.W.3d 380, 383 (Tex. App.—Dallas 2003, pet. denied). Even if the offering party does not carry this burden, the trial court may grant a continuance or temporarily postpone the trial to allow a response and to allow opposing parties to conduct discovery regarding any new information. TEX. R. CIV. P. 193.6(c); *Dolenz v. The State Bar of Texas*, 72 S.W.3d 385, 387 (Tex. App.—Dallas 2001, no pet.).

Here, counsel for the Commission correctly pointed out that the amended petition was served on Mr. Ward far in advance of the hearing. (RR at 9-10) Mr. Ward had notice of the new alleged rule violations – all of which were based on the same facts – well over two years prior to the commencement of the hearing, and after multiple continuances and a pre-trial motion to dismiss. (*Id.*; CR at 435) At no point did Mr. Ward raise any concerns over the lack of supplemental

disclosures. (*Id.*) Had he done so, he would have learned that there was no evidence applicable to the additional violations that was not included in the original disclosure. (*Id.*) In this, there was no unfair surprise, and the panel ruling should be affirmed on this additional ground.

**II. Ample evidence in the record supports the panel's finding of a violation of Rule 8.04(a)(3), including Mr. Ward's repeated references to Mr. Haylock as his client where he now claims he was not.**

The record contains more than sufficient evidence to support the panel's finding of a violation of Rule 8.04(a)(3). In attorney disciplinary cases, the substantial evidence standard of review applies. TEX. GOV'T CODE ANN. § 81.072(b)(7) (West 2015) (State Bar Act); TEX. RULES DISCIPLINARY P. R. 7.11, reprinted in TEX. GOV'T CODE ANN. tit. 2, subtit. G app. A-1 (West 2015); *Comm'n for Lawyer Discipline v. Schaefer*, 364 S.W.3d 831, 835 (Tex. 2012). The evidence is not reviewed for factual and legal sufficiency as in an appeal from a district court's judgment.

Under the substantial evidence test, the findings of an administrative body are presumed to be supported by substantial evidence, and the party challenging the findings must bear the burden of proving otherwise. *City of El Paso v. Pub. Util. Comm'n of Tex.*, 883 S.W.2d 179, 185 (Tex. 1994). In determining whether there is substantial evidence to support the findings, the reviewing court may not substitute its judgment for that of the administrative body and must consider only

the record upon which the decision is based. *R.R. Comm'n of Tex. v. Torch Operating Co.*, 912 S.W.2d 790, 792 (Tex. 1995); *Tex. State Bd. of Dental Exam'rs v. Sizemore*, 759 S.W.2d 114, 116 (Tex. 1988). The substantial evidence standard focuses on whether there is any reasonable basis in the record for the administrative body's findings. *City of El Paso*, 883 S.W.2d at 185. Anything more than a scintilla of evidence is sufficient to support a finding. *Tex. Dep't of Pub. Safety v. Cuellar*, 58 S.W.3d 781, 783 (Tex. App.—San Antonio 2001, no pet.). The ultimate question is not whether a finding is correct, but only whether there is some reasonable basis in the record for the finding. *City of El Paso*, 883 S.W.2d at 185. This standard is easily met on the record here.

Rule 8.04(a)(3) prohibits an attorney from engaging in conduct involving dishonesty, fraud, deceit or misrepresentation. Courts have defined the terms “dishonesty, deceit, and misrepresentation” by their ordinary meanings, and have concluded that they generally mean a “lack of honesty, probity, or integrity in principle,” and a “lack of straightforwardness.” *Thawer v. Comm'n for Lawyer Discipline*, 523 S.W.3d 177, 187 (Tex. App.—Dallas 2017, no pet.) (citing *Olsen v. Comm'n for Lawyer Discipline*, 347 S.W.3d 876, 882–83 (Tex. App.—Dallas 2011, pet. denied). To prove an attorney's conduct was dishonest, the Commission need not prove the attorney's subjective intent. *See Lynn v. Bd. of Law Exam'rs*, 1999 WL 46683 at \*3 (Tex. App.—Austin 1999, no pet.).

Here, Mr. Ward devotes a significant amount of briefing, and nearly all of his efforts at hearing, in arguing that Mr. Haylock was not his client. (App. Br. at 19-21) This argument is immaterial as Rule 8.04(a)(3)'s prohibition on dishonesty, fraud, deceit or misrepresentation is not predicated on the existence of an attorney-client relationship. *See e.g., Vickery v. Comm'n for Lawyer Discipline*, 5 S.W.3d 241, 264 (Tex. App.—Houston [14th Dist.] 1999, pet. denied) (affirming violations of Rule 8.04(a)(3) where in a divorce proceeding, attorney misrepresented to his wife's counsel his and his wife's marital assets and wife's county of residence, length of time they had been separated and basis for divorce in pleadings filed with court); *see also* § 13:4. Rule 8.04 Misconduct, 48A Tex. Prac., Tex. Lawyer & Jud. Ethics § 13:4 (2017 ed.) (discussing Rule 8.04(a)(3) as a gap filling provision to cover dishonest conduct that does not fall within the ambit of more specific provisions that also prohibit specific types of dishonesty).

Nevertheless, the record is replete with evidence that both Mr. Haylock and Mr. Ward considered their relationship to be that of an attorney and client. Communications from Mr. Ward to Mr. Haylock repeatedly referred to Mr. Haylock as a client. Communications from Lloyd Ward & Associates to Mr. Haylock's creditors referred to Mr. Haylock as "our client." (Pet. Ex. P-5) The agreement signed by Mr. Haylock authorizing Lloyd Ward & Associates to negotiate a settlements of his existing debts specifically referred to him as a client.

(Pet. Ex. P-2, P-14) Mr. Ward sent Mr. Haylock a communication specifically urging Mr. Haylock to remain as a “valued client” following the termination of the relationship with the Debt Answer. (Pet. Ex. P-11, P-13) Though Rule 8.04(a)(3) does not require the existence of an attorney client relationship for an attorney to commit a violation, here, Mr. Ward repeatedly held out to Mr. Haylock and his creditors that he represented Mr. Haylock. As this is so, then the record contains evidence of dishonest statements: an attorney representing to an individual and third parties that someone is his client when he does not consider him to be one qualifies as a violation of Rule 8.04(a)(3).<sup>2</sup>

In addition, much of the communication between Mr. Haylock and Lloyd Ward & Associates took place with individuals that Mr. Ward now explains were not his employees, but were employees of the Debt Answer. (RR at 105, 120-121) Yet the email address and communications appear to indicate that they are coming from “Lloyd Ward and Associates.” (Pet. Ex. P-3) While he explains that these were leased employees, the entire arrangement gives the impression to the client that a law firm and its staff are actively working to resolve their debt when in fact, they were not. Instead, Mr. Haylock continued to pay into his account – including monthly fees – with the belief that his debt would be discharged. (RR at 50, 54, 62) Mr. Ward now argues that the monthly amount Mr. Haylock was paying would

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<sup>2</sup> This was most likely the panel’s reasoning for finding a violation of Rule 8.04(a)(3), but not the other rule violations alleged.



never have been enough to negotiate his debt, but he never communicated this to Mr. Haylock. (App. Br. at 7, 18) Taken together, this conduct lacked “honesty, probity, or integrity in principle,” and a “lack of straightforwardness” that underlies Rule 8.04(a)(3). *See Thawer*, 523 S.W.3d at 187.

Mr. Ward’s argument that Mr. Haylock “knew there would be insufficient funds to settle his Chase credit card account” is belied by the record. (App. Br. at 7, 18) While this statement is artfully excerpted from the testimony, it lacks the context of exactly *when* Mr. Haylock became aware of this fact. In fact, Mr. Haylock did not learn of this fact until either after, or as he was nearing the completion of his 36 monthly payments totaling tens of thousands of dollars, and thousands of dollars in program fees with the good faith belief that Lloyd Ward & Associates was working to settle his debt. (RR at 50) He learned from Mr. Ward’s office that he only had \$400 in his account. (*Id.*) Indeed, it appears Mr. Ward’s firm contacted Chase in August of 2011 to begin negotiations, but none ever took place.<sup>3</sup> (Pet. Ex. P-14) Mr. Ward now claims on appeal that there was never sufficient funds to do so, but never communicated this to Mr. Haylock until after he had completed his 36 months of over \$25,000 worth of payments. (App. Br. at 7, 18) While Mr. Ward seeks to lay blame for this on the Debt Answer, evidence

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<sup>3</sup> Notably, the evidence of this fact comes from documents provided by Chase pursuant to subpoena, not from Mr. Ward.

in the record and his own testimony confirms that his firm had access to the relevant information to inform Mr. Haylock he would not have sufficient funds. He did not do so.

Here, considering the deference given to the panel's findings under a factual sufficiency review, there is ample evidence in the record to support a finding of a violation of Rule 8.04(a)(3). Accordingly, the ruling should be affirmed.

### **CONCLUSION AND PRAYER**

For these reasons, the Commission prays that the Board affirm the judgment of the District 6-2 Evidentiary Panel of the State Bar of Texas.

RESPECTFULLY SUBMITTED,

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/s/ Matthew J. Greer  
MATTHEW J. GREER  
STATE BAR CARD No. 24069825  
ATTORNEY FOR APPELLEE

### **CERTIFICATE OF COMPLIANCE**

Pursuant to the Board of Disciplinary Appeals Internal Procedural Rules, the foregoing brief on the merits contains approximately 3,844 words (total for all sections of brief that are required to be counted), which is less than the total words permitted by the Board's Internal Procedural Rules. Counsel relies on the word count of the computer program used to prepare this petition.

/s/ Matthew J. Greer

MATTHEW J. GREER

### **CERTIFICATE OF SERVICE**

This is to certify that the above and foregoing brief of Appellee, the Commission for Lawyer Discipline has been served on Appellant, Mr. Lloyd Eugene Ward, 8111 LBJ Freeway, Suite 395, Dallas, Texas 75251, by email to [lward@lloydward.com](mailto:lward@lloydward.com) on the 9<sup>th</sup> day of January, 2018.

/s/ Matthew J. Greer

MATTHEW J. GREER

APPELLATE COUNSEL

STATE BAR OF TEXAS

No. 59519

---

**Before the Board of Disciplinary Appeals  
Appointed by  
The Supreme Court of Texas**

---

**LLOYD EUGENE WARD,**  
**APPELLANT**

**V.**

**COMMISSION FOR LAWYER DISCIPLINE,**  
**APPELLEE**

---

*On Appeal from the Evidentiary Panel  
For the State Bar of Texas District 6-2  
No. 201401402*

---

**APPENDIX TO BRIEF OF APPELLEE  
COMMISSION FOR LAWYER DISCIPLINE**

---

LINDA A. ACEVEDO  
CHIEF DISCIPLINARY COUNSEL

MATTHEW J. GREER  
APPELLATE COUNSEL

LAURA BAYOUTH POPPS  
DEPUTY COUNSEL FOR  
ADMINISTRATION

OFFICE OF THE CHIEF DISCIPLINARY  
COUNSEL  
COMMISSION FOR LAWYER DISCIPLINE  
STATE BAR OF TEXAS  
P.O. Box 12487  
AUSTIN, TEXAS 78711-2487  
[m.greer@texasbar.com](mailto:m.greer@texasbar.com)  
512.427.1350; 1.877.953.5535  
FAX: 512.427.4167

No. 59519

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**Before the Board of Disciplinary Appeals  
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**LLOYD EUGENE WARD,**  
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**APPENDIX TO BRIEF OF APPELLEE  
COMMISSION FOR LAWYER DISCIPLINE**

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TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

The Commission for Lawyer Discipline attaches the following documents in support of the foregoing brief:

**APPENDIX 1: Documents wherein Mr. Haylock is addressed or referred to as a client of Lloyd Ward & Associates (Petitioner's Hearing Exhibits 2, 3, 4, 5, 6, 9, 11, 13, 14)**

# **Appendix 1**

# ***Lloyd Ward & Associates Attorneys at Law***

**LLOYD WARD P.C.  
12655 N. Central Expressway Suite 800**

**Dallas, TX 75243**

## **Authorization for Debt Negotiation**

I /We, (Primary, spouse / co-signer), as a Client of Lloyd Ward Group, LLC ("LWG") hereby grant permission and authority to LWG, its representatives, and/or assigns, to discuss, release, or obtain any personal information relating to my credit, debt, assets, and any other financial information from any of my/our unsecured creditors. I/We also authorize LWG to negotiate with my unsecured creditors to settle my accounts with them. I authorize and instruct my unsecured creditors to discuss my accounts with LWG and to settle with them.

I/We further authorize LWG, its representatives, and/or assigns to make representations on my behalf concerning the state of my financial affairs, my ability to re-pay my current debts, and/or the possibility of filing for bankruptcy should my creditors refuse to negotiate in good faith with LWG, its representative, and/or assigns.

I/We agree to indemnify and hold LWG harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable.

This authorization shall become legally valid and binding upon its signing and shall remain in full force and effect until completion of my program or until LWG receives a formal written revocation.

A photocopy or facsimile of the original shall have the same force and effect as the original document.

I understand that much of the information to be discussed by LWG, its representatives, and/or assigns involves confidential information which may be protected by state and federal privacy laws. I hereby waive the rights and protections set forth in state and federal privacy laws in order that LWG, its representatives, and assigns may fully pursue my interests.

With the intent of being legally bound, I hereby execute my hand this 17 Day of Dec, 2010.

Printed Name of Client

IVAN L. HAYLOCK

Signature

Ivan L. Haylock

Name of Co-Client

Co-Signature





**The Debt Answer**

12655 N. Central Expressway, Suite 800  
Dallas, TX 75243  
888-850-2525

Dear Ivan,

It is my great pleasure to advise you that your account has been reassigned from The Law Office of Simon and Bocksch to the Law Office of Lloyd Ward and Associates to assist in negotiating specified debts for settlement in full.

My name is Leo Franco and I will be your Account Specialist. I am delighted to assist you every step of the way on your journey towards financial freedom. You can put your trust in me knowing I will do everything I can to ensure your successful completion of the program. As your Account Specialist, I will be your primary point of contact throughout the remainder of the program should you have questions or concerns that need to be addressed.

Please feel free to contact me any time during business hours. My office hours are Monday through Thursday 8:00AM - 5:00PM CST and Friday 8:00AM - 3:30PM CST.

I am available to assist you by phone during business hours at 214-306-7365 or 888-850-2525. Because I understand you are busy, for your convenience, you can also forward your inquiries to me by e-mail 24 hours a day at [leof@lloydwardlawfirm.com](mailto:leof@lloydwardlawfirm.com). Here at Lloyd Ward & Associates, each client is special. We want to give each individual the undivided attention they deserve, so please allow 24 hours for all phone calls and/or emails to be returned.

Please forward your creditor correspondence to me by e-mail or fax at 888-522-6484. Please be sure to include your client id number on all creditor correspondence for faster processing. If you receive something you feel I need to review, please call me first as it may be something I can assist you with by phone.

I assure you, I am here for you. I invite you to contact me at anytime with questions or concerns.



**Lloyd Ward & Associates Attorney at Law**  
**12655 N. Central Expressway Suite 1000**  
**Dallas, TX 75243**

**\$0.44<sup>0</sup>**  
**US POSTAGE**  
**FIRST-CLASS**  
**071V00619770**  
**75243**  
**000027299**



**Ivan Haylock**  
**4711 South Himes Ave Apt 705**  
**Tampa, FL 33611**

33611262180



## Kenneth Kirkland

---

.om: Ivan Haylock <ivanivan242@yahoo.com>  
Sent: Tuesday, May 06, 2014 3:30 PM  
To: Kenneth Kirkland  
Subject: Fw: Exciting changes from Lloyd Ward & Associates Law Firm  
Attachments: Global flyer.pdf

Mr Kirkland,

This is an email from Lloyd Ward stating that my account had been forwarded to Lloyd Ward and Associates.

thanks,

Ivan Haylock

On Tuesday, February 26, 2013 1:04 AM, Ivan Haylock <ivanivan242@yahoo.com> wrote:

I never signed any documents authorizing the trust account to be transferred to Global Client Solutions.

----- Forwarded Message -----

From: Leo Franco <leof@lloydwardlawfirm.com>  
To: IVAN HAYLOCK <ivanivan242@yahoo.com>  
Sent: Wednesday, February 16, 2011 11:06 PM  
Subject: Exciting changes from Lloyd Ward & Associates Law Firm

Dear Client,

Now that you have been transferred to Lloyd Ward and Associates, we are proud to announce your second round of benefits. We are always working hard for you and constantly looking for innovative improvements to help eliminate your debt. We've added a powerful tool to your Debt Settlement Program by teaming up with Global Client Solutions to offer you a Dedicated Savings Account that will greatly enhance your debt program and save you money. And as of this communication to you, Global Client Solutions has an A+ rating with the Better Business Bureau. This new account will become an important part of your financial strategy for debt elimination, and a building block for a solid debt-free future. Below are benefits of your new third party administrator.

### Benefits of a Global Client Solutions Dedicated Savings Account

- No setup fee
- No annual fee (currently \$20 per year)
- No NSF fees (should your account become insufficient, no fees will be charged by Global at our end. This excludes charges your bank may apply)
- Phone pay option (provides a more efficient creditor payout, which is to your advantage)
- The ability to stop drafts up to 12:00 CST the day before a payment is to be drafted, should you encounter an emergency



It is very simple to take advantage of these benefits. Just fill out and return the forms that will be emailed to you the week of February 21st. This will establish your new Dedicated Savings Account linked to your Debt Settlement Program with Lloyd Ward and Associates. Each month Global Client Solutions will draft your designated bank account for the agreed upon savings amount and deposit the funds into your Dedicated Savings Account, which is owned and controlled by you. Although your next draft could be slightly delayed, we assure you that during the transition from Noteworld Servicing Center to Global Client Solutions that you will not be double drafted.

In order to accomplish this, you will need to complete the forms that will be emailed to you the week of February 21st. This will establish your new account with Global Client Solutions. You will also need to complete the letter to Noteworld Servicing Center requesting the transfer of your reserve balance to Global Client Solutions. Once your account is setup at Global, you will receive a new client packet providing you information on how to access your account.

We thank you very much for your business. We know this partnership with Global will allow us to provide you with greater service in allowing you to become debt free. Please sign the two documents (Dedicated Account Agreement and Noteworld Transfer Letter) via e-sign, as instructed, and return as instructed.

As stated, on the week of February 21st you will receive another email which will contain the documents needed to complete this process. If you have any questions regarding this process, please do not hesitate to contact me, your Account Specialist, or, you may send an email to <mailto:transfer@lloydwardlawfirm.com>.

Respectfully,  
Leo Franco  
[leof@lloydwardlawfirm.com](mailto:leof@lloydwardlawfirm.com)  
(214) 306-7365



**LLOYD WARD P.C.**  
Attorneys at Law  
12655 N. Central Expressway Suite 1000  
Dallas, TX 75243  
1-888-448-8182

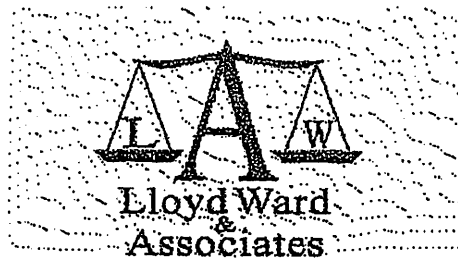
<input type="checkbox"/> Urgent	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Review	<input type="checkbox"/> For Your Information	Date: <input type="text" value="August 16, 2011"/>
Send To:	<input type="text" value="ZAKHEIM &amp; ASSOCIATES"/>		From:	<input type="text" value="Lloyd Ward and Associates"/>	
Attn:	<input type="text"/>				
Fax:	<input type="text" value="954-735-0227"/>		Fax:	<input type="text" value="866-667-2784"/>	
Phone:	<input type="text" value="954-735-4455"/>		Phone:	<input type="text" value="888-448-8182"/>	

Number of pages including cover:

Client:	<input type="text" value="IVAN HAYLOCK"/>		Co Applicant:		
Client ID#:	<input type="text" value="18214"/>		Co Applicant SS#:		
SS#:	<input type="text" value="9034"/>				
Address:	<input type="text" value="4711 South Hines Ave Apt 705"/>				
City	<input type="text" value="Tampa"/>	State	<input type="text" value="FL"/>	Zip	<input type="text" value="33611"/>

Memo





**Attorneys at Law**  
**LLOYD WARD P.C.**  
**12655 N. Central Expressway Suite 1000**  
**Dallas, TX 75243**  
**1-888-448-8182**

DATE: 08/16/2011  
TO: ZAKHEIM & ASSOCIATES  
SUBJECT: Debt Notification Program

RE: IVAN HAYLOCK Client Id: 18214  
ACCT: 5423796519674080

---

Please be advised that the client named above has contacted us with regard to their credit problems. Our client is in extreme financial distress and in an effort to avoid filing bankruptcy has entered into our debt negotiation program.

We would appreciate your cooperation in assisting this individual to meet his/her financial obligations, to the best of their ability.

Attached is an Authorization to Negotiate for your records. Please direct all communications to Lloyd Ward & Associates in reference to the above debtor at the number or address listed above. Please include the client name and ID as listed above. If the account is still open, please cancel at the request of the card holder.

In addition, we request that you contact us at 888-448-8182 to discuss options for an immediate resolution to this client's situation.

Sincerely,

Negotiation Department  
Lloyd Ward & Associates

***Lloyd Ward & Associates  
Attorneys at Law***

**LLOYD WARD P.C.  
12655 N. Central Expressway Suite 800**

**Dallas, TX 75243**

**Authorization for Debt Negotiation**

I /We, (Primary, spouse / co-signer), as a Client of Lloyd Ward Group, LLC ("LWG") hereby grant permission and authority to LWG, its representatives, and/or assigns, to discuss, release, or obtain any personal information relating to my credit, debt, assets, and any other financial information from any of my/our unsecured creditors. I/We also authorize LWG to negotiate with my unsecured creditors to settle my accounts with them. I authorize and instruct my unsecured creditors to discuss my accounts with LWG and to settle with them.

I further authorize LWG, its representatives, and/or assigns to make representations on my behalf concerning the state of my financial affairs, my ability to re-pay my current debts, and/or the possibility of filing for bankruptcy should my creditors refuse to negotiate in good faith with LWG, its representative, and/or assigns.

I/We agree to indemnify and hold LWG harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable.

This authorization shall become legally valid and binding upon its signing and shall remain in full force and effect until completion of my program or until LWG receives a formal written revocation.

A photocopy or facsimile of the original shall have the same force and effect as the original document.

I understand that much of the information to be discussed by LWG, its representatives, and/or assigns involves confidential information which may be protected by state and federal privacy laws. I hereby waive the rights and protections set forth in state and federal privacy laws in order that LWG, its representatives, and assigns may fully pursue my interests.

With the intent of being legally bound, I hereby execute my hand this 17 Day of Dec, 2010.

Printed Name of Client IVAN L. HAYLOCK Signature Ivan L. Haylock

Name of Co-Client \_\_\_\_\_ Co-Signature \_\_\_\_\_

**Lisa Holt**

---

**m:** Ivan Haylock <ivanivan242@yahoo.com>  
**Sent:** Sunday, April 05, 2015 12:20 PM  
**To:** Lisa Holt  
**Subject:** Fw: settlement letter  
**Attachments:** 20120113-100723-Haylock\_Zakheim.pdf

----- Forwarded Message -----

**From:** Cecile Gideo <[cgideo@lloydwardlawfirm.com](mailto:cgideo@lloydwardlawfirm.com)>  
**To:** [ivanivan242@yahoo.com](mailto:ivanivan242@yahoo.com)  
**Sent:** Friday, January 13, 2012 11:11 AM  
**Subject:** settlement letter

Ivan,  
Please sign and send back to Zakheim (address on page 1) certified mail with signature required for proof of receipt.

Congrats!

Cecile Gideo  
Direct: 972-993-2786





Law Offices of  
**ZAKHEIM & LAVRAR, P.A.**  
A PROFESSIONAL ASSOCIATION  
1045 S. UNIVERSITY DRIVE, SUITE 202  
PLANTATION, FL 33324

SCOTT C. ZAKHEIM\*  
\*ALSO A MEMBER OF THE NY BAR  
FLYNN LAVRAR  
\*ALSO A MEMBER OF THE GA BAR  
RICHARD BATTAGLINO  
MICHELE NIHISER  
MELANIE PARRIS  
BRANDY BRENNAN  
COLIN BLACKWOOD

TELEPHONE (954) 735-4455  
FAX (954) 735-0227  
Toll free (800) 531-5490

FAX COVER SHEET

DATE: 1-13-12  
TO: CECILE  
FAX # 888-259-5941  
FROM: BERNARD  
# OF PAGES:  
(INCLUDING COVER) 4

ATTACHED IS THE PAPERWORK THAT WAS DISCUSSED  
PLEASE SIGN AND RETURN UPON RECEIPT  
IF ANY QUESTIONS, PLEASE CALL ASAP

The information contained in this transmission is Attorney-Client privileged and confidential. It is intended for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, collect and return the original message to us at the above address via U.S. mail. We will reimburse you for the postage. Thank you.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION  
FROM A DEBT COLLECTOR.

*Law Offices of*  
**ZAKHEIM & LAVRAR**  
A PROFESSIONAL ASSOCIATION  
1045 SOUTH UNIVERSITY DRIVE  
SUITE 202  
PLANTATION, FLORIDA 33324  
PHONE - 954-735-4455 FAX - 954-735-0227

January 13, 2012

IVAN L HAYLOCK JR  
4711 S HIMES AVE APT 705  
TAMPA FL 33611-2621

RE: CITIBANK, N.A. / IVAN L HAYLOCK JR  
Account Number: 5423796519674080  
Our File Number: 3000417028.001  
Current Balance: \$30783.13

Dear IVAN L HAYLOCK JR:

Enclosed please find an original Stipulation For Settlement and an extra copy for your records relating to your CITI CHOICE MASTERCARD account.

Please review the Stipulation, sign it on Page 2 and return the original to our office.

Whenever \$600.00 or more of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

If you have any questions regarding this Stipulation, please do not hesitate to contact us. Thank you for your cooperation.

Very truly yours,  
ZAKHEIM & LAVRAR, P.A.

Richard Battaglino, Esq.

Enc.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

IN THE CIRCUIT COURT FOR THE 13TH  
JUDICIAL CIRCUIT IN AND FOR  
HILLSBOROUGH COUNTY, FLORIDA

CASE NUMBER: 10-CA-019237/G

CITIBANK, N.A.

Plaintiff,

vs.

IVAN L HAYLOCK JR

Defendant(s).

**STIPULATION FOR SETTLEMENT**

WHEREAS, the parties are presently involved in litigation; and

WHEREAS, the parties wish to resolve said litigation on the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, it is

STIPULATED and AGREED as follows:

1. That Defendant IVAN L HAYLOCK JR (hereinafter referred to as "DEBTOR") owes Plaintiff the principal sum of \$30332.13, plus costs in the amount of \$451.00, plus accrued interest to date in the amount of \$0.00, for a total of \$30783.13 (hereinafter referred to as the "DEBT") on a CITI CHOICE MASTERCARD account. The DEBT shall continue to accrue interest at the rate of 0.0000%.

2. DEBTOR shall execute and return this Stipulation to Plaintiff's attorney within five (5) days of receiving this Stipulation.

3. DEBTOR agrees to make a lump sum payment in the amount of \$15,500.00 payable as follows: the sum of \$10700.00 is due on or before 01/13/2012, then \$360.00 is due on 02/25/2012 and 03/25/2012, then \$660.00 is due beginning on 04/25/2012 and to continue at that amount on the 25<sup>th</sup> day of each month until 09/25/2012, then the final payment in the amount of \$120.00 is due on 10/24/2012, as full and complete satisfaction of the DEBT.

4. Payment is to be made at [www.zakheimlaw.com](http://www.zakheimlaw.com) or by mail or delivery to Zakheim & LaVrar, P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324. Payment instruments should be made payable to CITIBANK, N.A.

5. In the event this settlement is in more than one part, should Plaintiff allow a late payment, this will in no way prejudice its right to insist on timely payments in the future or to consider subsequent untimely payments as an act of default.

6. In the event of a default, all outstanding sums shall be immediately due and payable and after entry of a final judgment in accordance with paragraph 9 herein, Plaintiff shall be entitled to proceed with any post-judgment collection remedies available to it.

7. DEBTOR may prepay the DEBT plus accrued interest at any time without incurring any prepayment penalties.

8. DEBTOR agrees that all notices and other communications may be sent to Defendant at IVAN L HAYLOCK JR, 4711 S HIMES AVE APT 705, TAMPA FL 33611-2621, and to Plaintiff, c/o Zakheim & LaVrar P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324.

9. In the event that the DEBTOR fails to make a payment when due, the Plaintiff may proceed to obtain a final judgment without the necessity of a hearing by filing an affidavit in court attesting to the default and the amount of the outstanding DEBT as of the date of the affidavit is prepared. In that event, Plaintiff shall mail a copy of the affidavit to the DEBTOR.

10. That except as set forth herein, each party waives any and all claims against the other relating to the subject matter of this litigation, and all counterclaims, if any, are voluntarily dismissed with prejudice.

11. That fax signatures are deemed to be originals.

12. Whenever \$600.00 or more of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
IVAN L HAYLOCK JR  
Defendant

By \_\_\_\_\_  
Richard Battaglino, Esq.  
Attorney For Plaintiff  
1045 S. University Dr.  
Suite 202  
Plantation, FL 33324  
(954) 735-4455

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

File Number: 3000417028.001

## Kenneth Kirkland

---

From: Ivan Haylock <ivanivan242@yahoo.com>  
Sent: Tuesday, May 06, 2014 2:28 PM  
To: Kenneth Kirkland  
Subject: Fw: Monthly Account Contact

Mr Kirkland,

Monthly contact email.

Ivan Haylock

On Wednesday, April 4, 2012 9:22 PM, "[customerservice@lloydwardlawfirm.com](mailto:customerservice@lloydwardlawfirm.com)"  
<[customerservice@lloydwardlawfirm.com](mailto:customerservice@lloydwardlawfirm.com)> wrote:

Dear IVAN HAYLOCK:

As we approach the end of tax season we have seen more and more of our clients take advantage of our aggressive negotiation skills and strong relationship with creditors resulting in substantial savings. There is still time to act!!! ♦ In the event that you receive a refund this is an excellent opportunity to add a lump sum payment into your special purpose account. ♦ Having that additional money will help us negotiate aggressively with your creditors and take advantage of accepting amazing offers. ♦ Ultimately, this will help in substantially reducing the amount of your overall debt, thereby assisting you in graduating the program and becoming debt free at a much more rapid pace.

Please remember that we cannot accept checks made payable to Lloyd Ward Law Firm. ♦ Any additional deposits you choose to make for a specific settlement or payment of fees **must go**

**through your dedicated account with Meracord or Global Client Solutions, your current drafting company.** ♦ Therefore, you should send a wire to your current escrow/drafting company, set

up an ACH through our Accounting group, or have the drafting/escrow company pull funds directly into your dedicated account (has to be set up by you); or send a check as detailed below. **The best option will always be to have our Accounting department draft the funds by contacting our customer service team;** however, if you prefer to mail in funds, please send a check directly to Meracord or to Global as provided below:

Meracord or to Global as provided below:

**For Noteworld/Meracord:**

Meracord  
P O Box 2236  
Tacoma, WA 98401  
Fax #877-830-3177  
[pas@noteworld.com](mailto:pas@noteworld.com) ♦ be sure to include name and client ID  
[www.noteworldreporter.com](http://www.noteworldreporter.com)  
1.888.659.5626

**For Global Client Solutions:**

Global Client Solutions  
4500 W 129<sup>th</sup> E. Avenue, Suite 175  
Tulsa, OK 74134  
Fax # 866.355.8228  
[customersupport@globalclientsolutions.com](mailto:customersupport@globalclientsolutions.com) ♦ be sure to include name and client ID  
[www.globalclientsolutions.com](http://www.globalclientsolutions.com)  
1.800.398.7191



Should you have any additional questions or concerns please do not hesitate to contact us immediately at (800) 899-9003.

**Customer Service**

**Lloyd Ward & Associates**

**Toll Free: 800-899-9003**

**customerservice@lloydwardlawfirm.com**

**www.lloydwardlawfirm.com**

**Attorneys at Law**

**Lloyd Ward & Associates**

**12655 North Central Expressway**

**Suite 1000 Dallas , TX 75243**

**CONFIDENTIALITY NOTICE:** The materials contained in this electronic mail transmission (including all attachments) are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the named addressee(s). You are hereby notified that any unauthorized dissemination, distribution, copying, disclosure, or the taking of any action in reliance of the contents of this material is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender. *Disclaimer: Lloyd Ward & Associates and any affiliates do not provide legal, tax or investment advice. If you need legal advice, legal expertise or court filings, you must seek the advice of a licensed attorney. Individual results may vary.* < /o:p>

**Kenneth Kirkland**

---

**From:** Ivan Haylock <ivanivan242@yahoo.com>  
**Sent:** Tuesday, May 06, 2014 2:14 PM  
**To:** Kenneth Kirkland  
**Subject:** Fw: Important Message From Lloyd E. Ward

Mr. Kirkland,

This is another email from Lloyd Ward's office with information about the trust fund.

Thanks,

Ivan Haylock

On Tuesday, June 26, 2012 7:05 PM, Lloyd E. Ward <lward@lloydwardservices.com> wrote:

Having trouble viewing this email? [Click here](#)

### A Message From the Desk of Lloyd E. Ward

June 26, 2012

Dear Valued Client,

Thank you for being a valued client. We appreciate you allowing us the opportunity to service your legal needs. You are receiving this letter because we would like to remind you of a few changes affecting our services.

**Again, there have been no changes to your Global Client Solutions or Meracord Account. You do not need to sign another agreement with Global, Meracord, or Lloyd Ward. Your information has and will remain the same. Please continue to follow your existing plans as structured to avoid any interruption(s).**

What has changed?

Our new customer service number for Lloyd Ward & Associates is (855) 366-0156. Our new mailing address is 126555 N. Central Expressway Suite 1000 Dallas, TX 75234. Please do not attempt to contact us at our former phone or mailing address, these numbers do not belong to Lloyd Ward & Associates, its agents, or affiliates. Additionally, our website and email information has also been changed to [www.lloydwardservices.com](http://www.lloydwardservices.com).

We are aware that some customers have been contacted by companies or individuals claiming to be employees or agents of Lloyd Ward & Associates. We have asked these parties to cease and desist from contacting our clients and will pursue all available legal remedies should they continue to do so. You should not provide or confirm any account information or any banking information to any individual who is not an employee of Lloyd Ward & Associates.

If at any time, you believe you have been contacted by any third party claiming to be Lloyd Ward & Associates, its affiliates or agents, or receive any emails about your account from an email or web address from "lloydwardlawfirm.com" please call our office immediately at (855) 366-0156.

A representative from Lloyd Ward & Associates will be contacting you shortly to establish a new, secure password to be used when calling our office or accessing your account information. We apologize for any inconvenience but believe that these changes are necessary in order to assist us in better servicing your account and securing your personal and financial records.

We thank you for your cooperation and patience during this transition. If you have any questions regarding this notice, please contact us at (855) 366-0156.

Sincerely,

**Lloyd E. Ward**

Lloyd Ward & Associates, PC  
12655 N. Central Expressway  
Suite 1000  
Dallas Texas 75234  
Toll Free (855) 366-0156  
Telephone (972) 361-0036  
Facsimile (214) 853-5530  
email: [lward@lloydwardservices.com](mailto:lward@lloydwardservices.com)  
[www.lloydwardservices.com](http://www.lloydwardservices.com)

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Lloyd Ward Group | 12655 N. Central Expressway | Suite 1000 | Dallas | TX | 75234

## Kenneth Kirkland

---

**From:** Ivan Haylock <ivanivan242@yahoo.com>  
**Sent:** Tuesday, May 06, 2014 2:02 PM  
**To:** Kenneth Kirkland  
**Subject:** Fw: A Message From Lloyd E. Ward

On Tuesday, May 6, 2014 11:50 AM, Ivan Haylock <ivanivan242@yahoo.com> wrote:

Mr. Kirkland,

I received the response from Lloyd Ward via US mail. The statements made by Lloyd Ward are not true. I was a client of The Debt Answer and also Lloyd Ward group. When I signed the debt settlement contract with the Debt Answer I was assigned Simon & Bocksch located in Miami, FL as my attorney. During the contract period of 36 months Simon & Bocksch informed me that they were no longer handling debt settlement cases with The Debt Answer and to contact the Lloyd Ward and associates and they provided the contact information.

In June 2012, I received the attached email from the Lloyd Ward stating that he fired The Debt Answer and would be taking over the debt settlement. I also did some research in the internet and discovered that in Sept. 2012, Lloyd Ward was accused of Gross Legal Malpractice and also sued in civil court for not paying overtime. Below is a copy of the link. <http://getoutofdebt.org/45176/update-to-most-bizarre-debt-relief-suit-of-the-year>

Thank you for your time in this matter,

Ivan Haylock  
Cell# 813-205-9252

On Tuesday, February 26, 2013 12:39 AM, Ivan Haylock <ivanivan242@yahoo.com> wrote:

----- Forwarded Message -----

**From:** Lloyd E. Ward <lward@lloydwardservices.com>  
**To:** ivanivan242@yahoo.com  
**Sent:** Thursday, June 21, 2012 2:50 PM  
**Subject:** A Message From Lloyd E. Ward

Having trouble viewing this email? [Click here](#)

### A Message From the Desk of Lloyd E. Ward June 21, 2012

Dear Valued Client,

Over the last four months, I have fired ABC Debt Relief Ltd., Co., The Debt Answer LLC, and their owner, Lloyd Regner, and in fact issued cease and desist letters to these companies for improperly accessing your data. It has now come to my attention that since February of this year you may have been contacted by prior employees, who now work for ABC Debt Relief Ltd., Co., The Debt Answer LLC and Lloyd Regner, falsely claiming to still be in Lloyd Ward Group's employment.

It appears you may also have been asked to make changes in your Global Client Solutions Account, or

your Meracord account. If you have been asked to make any changes in those accounts, that request *did not originate from any employee of the Lloyd Ward Group*. I ask that you notify both my office and your local State Attorney General's office regarding such request and any change.

If you have been asked to make any changes in your financial accounts or execute any new documents within the last five months, such request are from ABC Debt Relief Ltd., Co., The Debt Answer LLC and Lloyd Regner, and not this office. Such activities should be reported to both us, and your State Attorney General. If you need help with the location or contact information of your State Attorney General, please contact my office and we will assist you.

Finally, due to the above problems, the Lloyd Ward Group has taken the additional precautionary steps of establishing a new email address, and telephone number. Below is our office telephone number, the new toll free number, and the link to our website for any additional information you may need. It is imperative that you delete any telephone numbers or email addresses other than the new telephone numbers and email numbers listed below. Please contact our office at your earliest convenience with any questions.

ABC Debt Relief Ltd., Co., The Debt Answer LLC and Lloyd Regner are not attorneys or affiliated with the Lloyd Ward Group. It is the Lloyd Ward Group's intent to complete your representation and to assist you in the exceptional manner you have come to expect from us. Remember, if you have questions, need help or encounter any issues relating to our services or representation, please contact us immediately.

**Lloyd E. Ward**

Lloyd Ward & Associates, PC  
12655 N. Central Expressway  
Suite 1000

Dallas Texas 75234

Toll Free (855) 366-0156

Telephone (972) 361-0036

Facsimile (214) 853-5530

email: [lward@lloydwardservices.com](mailto:lward@lloydwardservices.com)

[http://r20.rs6.net/tn.jsp?e=001Ahk5HwbNQ8fPLFgRJLiA6j72cPZHdRUR77kk8rQmVasFzXF\\_Lli-KndasupcTBE9ZCZ\\_gOiMrd2xqDmfWHnmZCkUA3skiyNYLwQ\\_e0WvQqjQM3BG40nbKO3FJv9wMBR](http://r20.rs6.net/tn.jsp?e=001Ahk5HwbNQ8fPLFgRJLiA6j72cPZHdRUR77kk8rQmVasFzXF_Lli-KndasupcTBE9ZCZ_gOiMrd2xqDmfWHnmZCkUA3skiyNYLwQ_e0WvQqjQM3BG40nbKO3FJv9wMBR)

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Lloyd Ward Group | 12655 N. Central Expressway | Suite 1000 | Dallas | TX | 75234

AFFIDAVIT

Case No. : 201401402

FILED

FEB 17 2015

EVIDENTIARY CLERK-STATE BAR OF TEXAS  
DALLAS/FORT WORTH

Teresa Calvert, certifies and declares as follows:

1. I am over the age of 18 years and not a party to this action.
2. My business address is 7610 West Washington Street, Indianapolis, Indiana 46231.
3. I am a custodian of records for Chase Bank USA, N.A. in the National Subpoena Processing Department located in Indianapolis, Indiana.
4. Based on my knowledge of Chase Bank USA, N.A.'s business records practices and procedures, the enclosed records are a true and correct copy of the original documents kept by Chase Bank USA, N.A. in the ordinary course of business.
5. Based on my knowledge of Chase Bank USA, N.A.'s business records practices and procedures, the records were made at or near the time of the occurrence of the matters set forth in the records by, or from information transmitted by, a person with knowledge of those matters.
6. It is the regular practice of Chase Bank USA, N.A. to make such a record of transactions in the ordinary course of business.

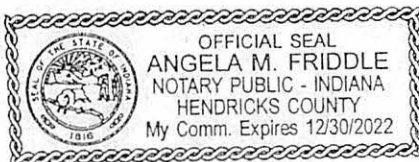
I declare under penalty of perjury, under the laws of the State of Indiana, that the foregoing is true and correct.

Dated: 2/13/15

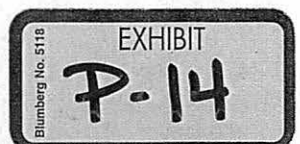
By: Teresa Calvert

Teresa Calvert  
Document Review Specialist  
NATIONAL SUBPOENA PROCESSING

Sworn to before me this 13<sup>th</sup> day of February, 20 15



Angela M. Friddle  
Notary Public  
12/30/2022  
Commission Expires





Executive Office  
Mail Code IL1-6215  
2500 Westfield Drive  
Elgin, Illinois 60124

April 3, 2008

Ivan L. Haylock Jr.  
5000 South Himes Avenue  
Apartment 414  
Tampa, FL 33611-3655

Re: Chase VISA Platinum Account \*\*\*\* \* 4752

Dear Mr. Haylock:

I am writing in response to your most recent inquiry addressed to the Better Business Bureau of Delaware. We appreciate the additional opportunity to further assist you on behalf of the Card Services Executive Office.

Thank you for taking the time to share your concerns regarding your account referenced above. As you may know, the Annual percentage Rate (APR) was increased as a result of at least your minimum payment not being received by the due date indicated on the January 2008 monthly billing statement. This action was taken in accordance with your Cardmember Agreement.

I am pleased to confirm that the previous terms have been reinstated on the account. The APR has been reduced to the fixed rates of 9.99% for purchases and 19.99% for cash advances. In addition, credits totaling \$332.88 have been issued for the difference in the finance charges assessed at the higher APR, as well as a credit of \$35.00 for the late fee. These credits and the APR adjustments will be reflected on the April 2008 billing statement.

Please keep in mind that the lower rates are contingent upon our receiving monthly payments by the due date on your monthly billing statements and maintaining a balance within your credit limit. All other terms disclosed in your Cardmember Agreement remain in effect.

If you have any additional questions or concerns, please feel free to contact me. My hours are Monday through Friday, from 9:00 a.m. to 5:30 p.m. Central Time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Leshin".

Lisa Leshin  
Card Services Executive Office  
1-888-622-7547 Ext. 6711 or 4350  
1-847-488-6711(direct line)

cc: Better Business Bureau of Delaware  
Case number: 7033091

Nancy Stoneman  
Vice President

Mark Reuling  
Senior Vice President



**LLOYD WARD P.C.**  
**Attorneys at Law**  
12655 N. Central Expressway Suite 1000  
Dallas, TX 75243  
1-888-448-8182

☐ Urgent ☐ Reply ASAP ☐ Please Comment ☐ Please Review ☐ For Your Information Date: **August 16, 2011**

Send To: **Chase**

From: **Lloyd Ward and Associates**

Attn:

Fax: **888-643-9628**

Fax: **866-667-2784**

Phone: **800-238-3267**

Phone: **888-448-8182**

Number of pages including cover: **2**

Client: **IVAN HAYLOCK**

Co Applicant:

Client ID#: **18214**

Co Applicant SS#:

SS#: **9034**

Address: **4711 South Hines Ave, Apt 705**

City **Tampa** State **FL** Zip **33611**

Memo



DATE: 08/16/2011

TO: Chase

SUBJECT: Debt Notification Program

RE: IVAN HAYLOCK Client Id: 18214

ACCT: 4266880124174752

Please be advised that the client named above has contacted us with regard to their credit problems. Our client is in extreme financial distress and in an effort to avoid filing bankruptcy has entered into our debt negotiation program.

We would appreciate your cooperation in assisting this individual to meet his/her financial obligations, to the best of their ability.

Attached is an Authorization to Negotiate for your records. Please direct all communications to Lloyd Ward & Associates in reference to the above debtor at the number or address listed above. Please include the client name and ID as listed above. If the account is still open, please cancel at the request of the card holder.

In addition, we request that you contact us at 888-448-8182 to discuss options for an immediate resolution to this client's situation.

Sincerely,

Negotiation Department  
Lloyd Ward & Associates

***Lloyd Ward & Associates***  
***Attorneys at Law***

**LLOYD WARD P.C.**  
**12655 N. Central Expressway Suite 800**

**Dallas, TX 75243**

**Authorization for Debt Negotiation**

I/We, (Primary, spouse / co-signer), as a Client of Lloyd Ward Group, LLC ("LWG") hereby grant permission and authority to LWG, its representatives, and/or assigns, to discuss, release, or obtain any personal information relating to my credit, debt, assets, and any other financial information from any of my/our unsecured creditors. I/We also authorize LWG to negotiate with my unsecured creditors to settle my accounts with them. I authorize and instruct my unsecured creditors to discuss my accounts with LWG and to settle with them.

I further authorize LWG, its representatives, and/or assigns to make representations on my behalf concerning the state of my financial affairs, my ability to re-pay my current debts, and/or the possibility of filing for bankruptcy should my creditors refuse to negotiate in good faith with LWG, its representative, and/or assigns.

I/We agree to indemnify and hold LWG harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable.

This authorization shall become legally valid and binding upon its signing and shall remain in full force and effect until completion of my program or until LWG receives a formal written revocation.

A photocopy or facsimile of the original shall have the same force and effect as the original document.

I understand that much of the information to be discussed by LWG, its representatives, and/or assigns involves confidential information which may be protected by state and federal privacy laws. I hereby waive the rights and protections set forth in state and federal privacy laws in order that LWG, its representatives, and assigns may fully pursue my interests.

With the intent of being legally bound, I hereby execute my hand this 17 Day of DEC, 2010.

Printed Name of Client IVAN L. HAYLOCK Signature Ivan L. Haylock

Name of Co-Client \_\_\_\_\_ Co-Signature \_\_\_\_\_





Executive Office  
Mail Code IL1-6215  
2500 Westfield Drive  
Elgin, Illinois 60124

September 24, 2013

Ivan L. Haylock, Jr.  
4711 South Himes  
Apartment 705  
Tampa, FL 33611-3655

REVIEWED BY  
SEP 24 2013  
MELRENE ZARATE

Re: Chase Slate VISA Account \*\*\*\* \* 4752

Dear Mr. Haylock:

This letter is in response to the inquiry addressed to the Attorney General's Office for the State of Florida. It was a pleasure speaking with you by telephone on September 23, 2013. I appreciate this opportunity to respond to you on behalf of the Card Services Executive Office.

Thank you for confirming your concerns are not regarding the Chase account reflecting above; however, are with the difficulties you experienced with Lloyd Ward P.C., Attorneys at Law and the Debt Answers. I regret to hear of the difficulties you experienced when Lloyd Ward P.C. had promised to settle the account on your behalf, which was not completed.

As we discussed, the account was taken as a loss to the bank on March 31, 2010, and was placed with Hanna & Associates. On December 27, 2012, the account was returned to Chase and we ceased all collection efforts. A 1099-C Form was sent on January 15, 2013, for the 2012 tax year.

Our records reflect the original 1099-C Form was returned as not deliverable, unable to forward. I appreciate you providing your new address. A replacement 1099-C Form has been requested and will be sent to the address above.

The Internal Revenue Service (IRS) requires us to report cancelled debts as of the end of the tax year if the principal cancelled amount is \$600.00 or more, and issue a 1099-C Form to the liable party of the cancelled debt. If you have any questions regarding the 1099-C Form, please consult a tax advisor for advice.

Mr. Haylock, if you have any additional questions or concerns, please contact me at 1-888-622-7547, extension 4302 or 4350. My hours are Monday through Friday 7:30 a.m. to 4:00 p.m. Central Time.

Sincerely,

Jane Meixner  
Card Services Executive Office

cc: Attorney General's Office for the State of Florida

Nancy Stoneman  
Vice President



Executive Office  
Mail Code IL1-6215  
2500 Westfield Drive  
Elgin, Illinois 60124

September 25, 2013

Ivan L. Haylock, Jr.  
4711 South Himes  
Apartment 705  
Tampa, FL 33611-3655

Re: Chase Slate VISA Account \*\*\*\* \* 4752

Dear Mr. Haylock:

This letter is in response to the inquiry addressed to the Attorney General's Office for the State of Florida. It was a pleasure speaking with you by telephone on September 23, 2013. I appreciate this opportunity to respond to you on behalf of the Card Services Executive Office.

Thank you for confirming your concerns are not regarding the Chase account reflecting above; however, are with the difficulties you experienced with Lloyd Ward P.C., Attorneys at Law and the Debt Answers. I regret to hear of the difficulties you experienced when Lloyd Ward P.C. had promised to settle the account on your behalf, which was not completed.

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Mr. Haylock, if you have any additional questions or concerns, please contact me at 1-888-622-7547, extension 4302 or 4350. My hours are Monday through Friday 7:30 a.m. to 4:00 p.m. Central Time.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jane Meixner".

Jane Meixner  
Card Services Executive Office

cc: Attorney General's Office for the State of Florida

Nancy Stoneman  
Vice President

**This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.**

IVAN L HAYLOCKJR  
5000 S HIMES AVE APT 414  
TAMPA, FL 33611

Federal ID Number: 22-2382028  
CHASE BANK USA, NA

**Phone Support 866-578-2888**

**Debtor's ID Number: XXX-XX-9034**

**Original!**

(OMB No. 1545-1424)

Box	Description	Amount	Box	Description	Amount
1.	Date of identifiable event	12/22/2012	5.	Was borrower personally liable for repayment of the debt? (See Details)	
2.	Amount of debt discharged	\$16,927.81	6.	Identifiable event code	G
3.	Interest If included in box 2	\$0.00	7.	Fair market value of property	\$0.00
4.	Debt Description	CREDIT CARD ACCOUNT			

(OMB No. 1545-1424)

Account Number and Description	Box #1 Date of identifiable event	Box #2 Amount of debt discharged	Box #3 Int. included in box 2	Other Boxes
4266880124174752	12/22/2012	\$16,927.81	\$0.00	<div>#4 Debt description</div> <div>CREDIT CARD ACCOUNT</div> <div>#5 Was borrower personally liable for repayment of the debt?</div> <div>Yes</div> <div>#6 Identifiable event code</div> <div>G</div>

NIXIE 337 DE 1 00 01/28/13

NOT DELIVERABLE TO SENDER  
UNABLE TO FORWARD

BC: 19850529898 \*2374-06356-28-41

You received this form because a Federal Government agency or an applicable financial entity (a lender) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

**Debtor's Identification number.** For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

**Account number.** May show an account or other unique number the creditor assigned to distinguish your account.

**Box 1.** Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

**Box 2.** Shows the amount of debt either actually or deemed discharged. Note: If you do not agree with the amount, contact your creditor.

**Box 3.** Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

~~when the debt was created or, if modified,~~  
See Pub. 4581 for reporting instructions.

**Box 6.** May show the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4881. A—Bankruptcy; B—Other judicial debt relief; C—Statute of limitations or expiration of deficiency period; D—Foreclosure election; E—Debt relief from probate or similar proceeding; F—By agreement; G—Decision or policy to discontinue collection; H—Expiration of nonpayment testing period; or I—Other actual discharge before identifiable event.

**Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.**

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form 1099-C and its instructions, at [www.irs.gov/form1099c](http://www.irs.gov/form1099c). Information about any future developments affecting Form 1099-C (such as legislation enacted after we release it) will be posted on that page.