

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

INTEGRATED CREDIT SOLUTIONS,  
INC.; FLAGSHIP CAPITAL SERVICES  
CORP.; LIGHTHOUSE CREDIT  
FOUNDATION, INC.; MARY H. MELCER;  
and J. STEVEN MCWHORTER,

Defendants, and

JEFFREY POORMAN and DANIEL M.  
MELGAR, SR.,

Relief Defendants.

Case No.

**STIPULATED FINAL JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION AND MONETARY SETTLEMENT  
AS TO DEFENDANTS INTEGRATED CREDIT SOLUTIONS, INC.  
AND FLAGSHIP CAPITAL SERVICES CORPORATION**

Plaintiff Federal Trade Commission (“FTC” or “the Commission”) commenced this action concurrently with this Stipulated Judgment and Order by filing a Complaint for permanent injunctive and other equitable relief pursuant to Sections 5(a) and 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a) and 53(b). The Complaint alleges that Defendants Integrated Credit Solutions, Inc., Flagship Capital Services Corp., Lighthouse Credit Foundation, Inc., Mary H. Melcer, and J. Steven McWhorter engaged in unfair or deceptive acts and practices in promoting and offering credit counseling and debt management plans in violation of Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b). The

Complaint also names Jeffrey E. Poorman and Daniel M. Melgar, Sr. as Relief Defendants.

The FTC and Defendants Integrated Credit Solutions, Inc. (“ICS”) and Flagship Capital Services Corporation (“Flagship”), having been represented by counsel and acting by and through such counsel, have consented to the entry of this Order by this Court to resolve all matters of dispute between the FTC and Defendants ICS and Flagship without adjudication of any issue of fact or law and without ICS and Flagship admitting liability for any of the matters alleged in the Complaint. This Order only settles claims as to ICS and Flagship, and shall not act as a bar to any claim by the FTC nor preclude the FTC from seeking any remedy against any other persons, including without limitation persons who may be subject to portions of this Order by virtue of actions taken in concert or participation with Defendants or Relief Defendants or persons in any type of indemnification or contractual relationship with Defendants or Relief Defendants.

**NOW, THEREFORE**, on the joint motion of the FTC, ICS, and Flagship,

**IT IS ORDERED, ADJUDGED, AND DECREED** as follows:

#### **FINDINGS**

1. This Court has jurisdiction over the subject matter of this case and of the parties. Venue in the Middle District of Florida is proper.
2. The Complaint states a claim upon which relief may be granted against Defendants under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b), and against Jeffrey E. Poorman and Daniel M. Melgar, Sr. as Relief Defendants.
3. The FTC has the authority under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b) to seek the relief it has requested.

4. Defendants ICS and Flagship have waived service of the Summons and Complaint.

5. The activities of Defendants charged in the Complaint are in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Defendants ICS and Flagship waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. ICS and Flagship further waive and release any claims they may have against the FTC, its employees, representatives, or agents.

7. Defendants ICS and Flagship agree that this Order does not entitle Defendants or Relief Defendants to seek or to obtain attorneys’ fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. No. 104-121, 110 Stat. 847, 863-64 (1996). ICS and Flagship further waive any right to attorneys’ fees that may arise under said provision of law.

8. This Order is for settlement purposes only and does not constitute and shall not be interpreted to constitute an admission by ICS and Flagship that they engaged in violations of any law or regulation, or that the facts alleged in the Complaint, other than the jurisdictional facts, are true.

9. Entry of this Order is in the public interest.

#### **DEFINITIONS**

For purposes of this Order, the following definitions shall apply:

1. “Individual Defendants” means Mary H. Melcer, and J. Steven McWhorter, individually, collectively, or in any combination, and whether acting directly or through any heir, successor, assign, agent, entity, corporation, subsidiary, division, or other device, unless specified

otherwise.

2. “Corporate Defendants” means Integrated Credit Solutions, Inc., Flagship Capital Services Corp., and Lighthouse Credit Foundation, Inc.

3. “Cash on Hand” shall mean all cash reserves, as reflected at page 9, Item No. 19, of the combined financial statement of ICS and Flagship dated as of September 14, 2005, submitted to the Commission on or about September 14, 2005, as well as any additional Residuals received prior to the sale of the Residuals to a qualified bidder, minus any payments made in the ordinary course of business prior to the entry of this Order.

4. “Defendants” means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

5. “Relief Defendants” means Jeffrey E. Poorman and Daniel M. Melgar, Sr.

6. “Assisting others” means knowingly providing any of the following goods or services to another entity: (a) serving as an officer, director or consultant; (b) performing customer service functions including, but not limited to, receiving or responding to consumer complaints; (c) formulating or providing, or arranging for the formulation or provision of, any script or any other material for communicating with customers or potential customers; (d) providing names of, or assisting in the generation of, potential customers, including, but not limited to, arranging for the automated delivery of messages to potential customers; (e) performing marketing services of any kind; or (f) providing any other substantial help or aid.

7. “Credit counseling” means providing individualized financial advice to a consumer about his or her finances or credit that helps the consumer understand the financial

alternatives available to him or her, with the goal of improving the consumer's knowledge of personal financial management.

8. "Debt management" means providing any service to a consumer relating to managing his debts.

9. "Debt management plan" or "DMP" means a program in which (1) a consumer pays one consolidated periodic payment to the program to cover the debts that are included in the program; and (2) the program disburses payments to the creditors of the consumer.

10. "Document" is synonymous in meaning and equal in scope to the usage of the term in Rule 34(a) of the Federal Rules of Civil Procedure and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which the information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or other non-identical copy is a separate document within the meaning of the term.

11. "Enrollment fee" or "up-front fee" shall mean a fee or charge paid by a consumer to any of the Corporate Defendants prior to the consumer enrolling in a DMP.

12. "Monthly payment" shall mean a fee or charge paid to Lighthouse for its services in managing a DMP.

13. "Person" means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

14. "Promotion Agreement" means the July 2001 Program Promotion and Call Center Support Subcontract Agreement between Integrated Credit Solutions, Inc. and Lighthouse Credit

Foundation, Inc., and any and all revisions or amendments thereto.

15. “Representatives” means Defendants’ successors, assigns, officers, agents, servants, employees and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.

16. “Residuals” means the securities representing the monthly residual income stream received by Flagship under the Promotion Agreement, as reflected on page 11, Item No. 23 of the consolidated financial statement of ICS and Flagship dated as of September 14, 2005, and submitted to the Commission on or about September 14, 2005.

17. “Residual Proceeds” means all proceeds received by Flagship from the sale of the Residuals to a qualified bidder through a competitive bidding process, as more particularly described in Section IV below.

18. “State Settlements” shall mean the consent judgments entered in the following matters: (a) *The People of the State of California v. Integrated Credit Solutions, Inc., and Lighthouse Credit Foundation, Inc.* (Super. Ct. of Cal., County of Monterrey; Case No. M71175; filed Aug. 26, 2004); (b) *Commonwealth of Massachusetts v. Integrated Credit Solutions, Inc.; and Flagship Capital Services Corp.* (D. Mass.; Civ. Action No. 02-12431 (JLT); entered Apr. 27, 2004); and (c) *In re Integrated Credit Solutions, Inc., and Flagship Capital Services Corp.* (Super. Ct. of Vermont, Washington County; Docket No. 238-4-04; filed Apr. 28, 2004).

## **I. PROHIBITED BUSINESS ACTIVITIES**

**IT IS HEREBY ORDERED** that, in connection with the advertising, promoting, marketing, offering, selling or distributing of any goods or services related to credit counseling or

debt management, or in connection with any telemarketing, ICS and Flagship and persons in active concert or participation with them who receive actual notice of this Order are hereby restrained and enjoined from making any express or implied representation or omission of material fact that is false or misleading, in any manner, orally or in writing, to any consumer or entity, including, but not limited to, the following:

A. Falsely or misleadingly representing or assisting others in falsely representing that a person will provide credit counseling services;

B. Falsely or misleadingly representing or assisting others in falsely representing that a person is a nonprofit entity or a tax-exempt nonprofit entity under the Internal Revenue Code;

C. Falsely or misleadingly representing or assisting others in falsely representing that a person will provide debt management services that eliminate interest charges on credit card debt, or reduce those interest charges to as low as one-and-one-half percent;

D. Falsely or misleadingly representing or assisting others in falsely representing that a person will reduce the consumer's interest rate before the consumer's next credit card billing cycle;

E. Falsely or misleadingly representing or assisting others in falsely representing that a consumer's monthly payment for credit counseling or to maintain a DMP is tax-deductible; and

F. Falsely or misleadingly representing or assisting others in falsely representing the terms, benefits, performance, efficacy, or costs of goods or services.

## **II. REFUNDS AND TERMINATION**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promoting, marketing, offering, selling or distributing of any goods or services related to credit counseling or debt management, ICS and Flagship and persons in active concert or participation with them who receive actual notice of this Order shall:

A. Refund a consumer's enrollment fee or initial contribution and cancel the enrollment, if the consumer requests, either verbally or in writing, a cancellation or a refund of his enrollment fee or initial contribution within seventy-two (72) hours of the consumer's enrollment date; and

B. Cease collecting from a consumer any monthly or other payments within seven (7) days of receipt by ICS or Flagship of a written or verbal request from the consumer or the affiliated credit counseling agency to terminate the DMP, provided, however, that a request from the affiliated credit counseling agency must be accompanied by evidence of the consumer's express, verifiable consent to the termination of the DMP.

## **III. CUSTOMER SERVICE**

**IT IS FURTHER ORDERED** that in connection with the advertising, promoting, marketing, offering, selling, or distributing of any goods or services related to credit counseling or debt management, ICS and Flagship and persons in active concert or participation with them who receive actual notice of this Order are hereby restrained and enjoined from failing to maintain and provide, or failing to ensure that any person engaged in credit counseling or debt management with whom ICS or Flagship does business maintains and provides:



A. Adequate staffing for a toll-free number and an address that are specifically dedicated to handling consumers' credit counseling and/or debt management questions, and requests for refunds or terminations. The toll-free number shall be staffed at least every Monday through Friday between the hours of 7:00 a.m. to 8:00 p.m., Eastern Time, national holidays excluded. The obligations imposed by this Subsection shall expire ten (10) years from the date of entry of this Order;

B. Staff that are adequately trained and certified to meet standards that are generally accepted in the credit counseling profession when providing credit counseling services; and

C. Adequate procedures to ensure that consumers' monthly consolidated payments are timely transferred to creditors.

#### **IV. MONETARY RELIEF, STATEMENT OF FINANCIAL CONDITION, AND ACCOUNTING**

##### **IT IS FURTHER ORDERED** that:

A. Judgment is hereby entered jointly and severally against ICS and Flagship for equitable monetary relief in the amount that is received from the sale of the Residuals as described below:

1. ICS and Flagship shall sell the Residuals to a qualified bidder through a competitive, fully-documented bidding process that is subject to the Commission, or the Commission's agents, review and approval.

2. All monies received from the selected bidder shall be deposited directly into an escrow account (the "Escrow Account") to be established and held by Collier Shannon Scott, PLLC, Washington Harbour, Suite 400, 3050 K Street, N.W.,

Washington, D.C. 20007-5108 (“Collier Shannon”).

3. Within thirty (30) days of the date of entry of this Order, Collier Shannon shall transfer to the Commission, in the form of a wire transfer or certified or cashier’s check made payable to the Commission or such agent as the Commission may direct, the entire balance of the Escrow Account less reasonable fees incurred in the course of selling the Residuals (as approved by the Commission) in full and final satisfaction of the judgment as to ICS and Flagship, subject to the conditions set forth in this Order.

4. Within ninety (90) days of the entry of this Order, ICS and Flagship shall use the Cash on Hand to pay, in the following order: (a) all amounts due to consumers under the State Settlements, **provided, however**, that for purposes of this Order, all consumers who have not received a refund pursuant to the State Settlements as of the date of entry of this Order shall be deemed to have satisfied the terms of any and all agreements with ICS or Lighthouse Credit Foundation, Inc., for purposes of determining the amount of the refund due; (b) any amounts necessary to conclude the business operations of ICS and Flagship; and (c) any remaining amount to the Commission in the form of a wire transfer or certified cashier’s check made payable to the Commission or such agent as the Commission may direct. Also at that time, ICS and Flagship shall provide the Commission with an itemized accounting of the foregoing payments accompanied by a certification of its truthfulness, accuracy and completeness. Prior to this accounting, the Commission, at its discretion, may request interim accountings of the foregoing payments.

5. ICS and Flagship shall, within ten (10) days of receiving a written request from the Commission or its designated agent, provide an accounting of the payments made to consumers under the State Settlements, including, but not limited to, information related to refunds due and paid, including the consumer's name, most recent known address and telephone number, and the amount of the refund. ICS and Flagship shall take all reasonable steps to provide this data in a form that is the most recent and accurate available to ICS and Flagship, and in a format useable and compatible with the Commission's information system.

B. The Commission's agreement to this Order is expressly premised upon the truthfulness, completeness, and accuracy of the consolidated financial statement of ICS and Flagship dated September 14, 2005, the truthfulness, correctness, and accuracy of which were attested to by Michael F. Malone, President and Chief Executive Officer, on that date, as well as supporting documents, including income tax returns, submitted to the Commission on or about September 14, 2005. The documents contain material information upon which the Commission relied in negotiating and agreeing to this Order. The Commission's agreement to this Order is also expressly premised upon the truthfulness, completeness, and accuracy of the accounting statements provided by ICS and Flagship pursuant to Section IV.A.4. If, upon motion by the Commission, the Court finds that ICS and Flagship have failed to disclose any material asset, materially misstated the value of any asset, or made any other material omission or misstatement in the financial or accounting documents described above, the Court shall enter a monetary judgment against ICS and Flagship jointly and severally in the amount of \$18,000,000.00, and

shall make an express determination that there is no just reason for delay in the entry of that judgment. The monetary judgment shall become immediately due and payable by ICS and Flagship, with interest computed at the rate prescribed in 28 U.S.C. § 1961, as amended, due from the date of entry of this Order, and the Commission shall be permitted to execute upon the judgment immediately, and engage in discovery in aid of execution.

C. Any and all funds paid to the FTC pursuant to this Order shall be deposited into a fund administered by the FTC or its agent to be used for equitable relief including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices as alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendants shall have no right to challenge the FTC's choice of remedies under this Subsection.

D. ICS and Flagship further agree that the facts as alleged in the Complaint shall be taken as true without further proof in the event of any subsequent litigation to enforce this Order or to collect amounts due pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy proceeding.

E. In the event of any default in payment that continues for ten (10) days beyond the due date of payment, the entire unpaid amount together with interest, as computed pursuant to 28 U.S.C. § 1961 from the date of default to the date of payment, shall immediately become due and payable.

F. Notwithstanding any other provision of this Order, if ICS and Flagship fail to meet the payment obligation set forth above, ICS and Flagship shall pay the costs and attorneys' fees incurred by the FTC and its agents in any attempts to collect amounts due.

G. ICS and Flagship shall, within fourteen (14) days of receiving a written request from the FTC or its designated agent, provide data in computer-readable format concerning consumers who paid an up-front fee and/or initial contribution to enroll in the DMPs of Lighthouse Credit Foundation from July 1, 2000 through the date of entry of this order. Such data shall include, but is not limited to: the consumer's name, most recent known address and telephone number, social security number, date of enrollment in the DMP, and the amount of up-front fee paid and/or initial contribution made. ICS and Flagship shall take all reasonable steps to provide this data, including address and telephone number, in a form that is the most recent and accurate available to ICS and Flagship, and in a format useable and compatible with the FTC's information system.

H. All funds paid pursuant to this Order are equitable monetary relief, solely remedial in nature, and shall not be deemed a fine, penalty, punitive assessment, or forfeiture.

**V. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY  
DEFENDANTS AND RELIEF DEFENDANTS**

**IT IS FURTHER ORDERED** that ICS and Flagship, within five (5) business days after receipt of this Order as entered by the Court, must submit to the FTC a truthful sworn statement acknowledging receipt of this Order.

**VI. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Order, ICS and Flagship shall deliver copies of the Order as directed below:

A. ICS and Flagship must deliver a copy of this Order to all principals, officers, directors, and managers. ICS and Flagship also must deliver copies of this Order to all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days of service of this Order upon ICS and Flagship. For new personnel, delivery shall occur prior to them assuming their responsibilities.

B. ICS and Flagship must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

**VII. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, ICS and Flagship and their agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from

failing to create and retain the following records in connection with the advertising, promoting, marketing, offering, selling or distributing of any goods or services related to credit counseling or debt management, or in connection with any telemarketing:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order, required by Section VI.B., and all reports submitted to the FTC pursuant to Section IX.

## VIII. COMPLIANCE REPORTING BY DEFENDANTS

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order, ICS and Flagship shall notify the FTC of any changes in corporate structure or any business entity that ICS or Flagship directly or indirectly control, or have an ownership interest in, that may affect compliance with obligations arising under this Order, including, but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation, or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, **provided that**, with respect to any proposed change about which ICS and Flagship learn less than thirty (30) days prior to the date such action is to take place, ICS and Flagship shall notify the FTC as soon as is practicable after obtaining such knowledge;

B. One hundred eighty (180) days after the date of entry of this Order, ICS and Flagship shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which ICS and Flagship have complied and are complying with this Order. The report shall include, but not be limited to: A copy of each acknowledgment of receipt of this Order, obtained pursuant to Subsection VI.B; any changes required to be reported under Subsection A of this Section. For purposes of the compliance reporting and



monitoring required by this Order, the FTC is authorized to communicate directly with ICS and Flagship.

## **IX. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for purposes of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) days of receipt of written notice from a representative of the FTC, ICS and Flagship each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in ICS or Flagship's possession or direct or indirect control to inspect the business operation;

B. In addition, the FTC is authorized to monitor compliance with this Order by all other lawful means, including, but not limited to, the following:

1. obtaining discovery from any person, without further leave of Court, using procedures prescribed by Fed.R.Civ.P. 30, 31, 33, 34, 36, and 45;
2. posing as consumers to (1) ICS or Flagship, (2) their employees, or (3) any other entity owned, managed, or controlled in whole or in part by ICS or Flagship, without the necessity of identification or prior notice; and
3. ICS and Flagship shall permit representatives of the FTC to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any

conduct subject to this Order. The person interviewed may have counsel present.

Provided that nothing in this Order shall limit the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49 and 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

#### **X. TAXPAYER IDENTIFICATION NUMBERS**

**IT IS FURTHER ORDERED** that ICS and Flagship are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the FTC their respective taxpayer identification numbers, which shall be used for the purposes of collecting and reporting on any delinquent amount arising out of the relationship of ICS and Flagship with the government.

#### **XI. NOTIFICATIONS**

**IT IS FURTHER ORDERED** that, for purposes of this Order, ICS and Flagship shall, unless otherwise directed by the FTC or its authorized representatives, mail all written notifications to the FTC to:

Associate Director, Division of Enforcement  
Federal Trade Commission  
601 New Jersey Avenue, N.W.  
Mail Stop NJ-2122  
Washington, D.C. 20580  
Re: FTC v. Integrated Credit Solutions, Inc. et al.

#### **XII. COSTS AND ATTORNEYS FEES**

**IT IS FURTHER ORDERED** that all parties to this Order will bear their own costs and attorneys' fees incurred in connection with this action.

**XIII. RETENTION OF JURISDICTION**

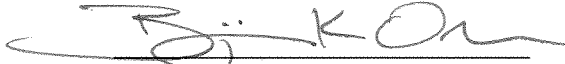
**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Order.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

**STIPULATED AND AGREED TO BY:**



Anne M. McCormick  
Fla. Bar No. 0717177  
Benjamin K. Olson  
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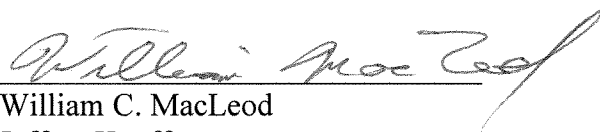
ATTORNEYS FOR PLAINTIFF  
FEDERAL TRADE COMMISSION



By Michael F. Malone, President of  
DEFENDANT INTEGRATED CREDIT  
SOLUTIONS, INC.



By Michael F. Malone, President and CEO  
for DEFENDANT FLAGSHIP CAPITAL  
SERVICES CORP.



William C. MacLeod  
Jeffrey Kauffman  
Collier Shannon Scott, PLLC  
ATTORNEYS FOR INTEGRATED CREDIT  
SOLUTIONS, INC. and FLAGSHIP CAPITAL  
SERVICES CORP.