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2 **STATE OF CALIFORNIA**
3 **BUSINESS, TRANSPORTATION AND HOUSING AGENCY**
4 **DEPARTMENT OF CORPORATIONS**

5 TO: Nicolas de Segonzac, President and CEO
6 Acu-Shield Financial, Inc.
7 Emico, Inc.
8 3291 N. Buffalo Dr. Ste. #9
9 Las Vegas, NV 89129

10 Best Debt Solution, Inc.
11 1026 W. El Norte Parkway #220
12 Escondido, CA 92026

13 Debtco, Inc., dba Acu-Shield Financial, Inc.
14 9323 Chesapeake Dr. Ste. B1
15 San Diego, CA 92123

16 Debt Relief of America, L.P., dba Fresh Start America
17 12201 Merit Dr. #620
18 Dallas, TX 75251

19 Fresh Start America
20 9187 Clairemont Mesa Blvd., Ste. 6-534
21 San Diego, CA 92123

22 Global Client Solutions, LLC
23 9820 E. 41st Street, Ste. 400
24 Tulsa, OK 74146

25 **DESIST AND REFRAIN ORDER**
26 **(For violation of section 12200 of the Financial Code)**

27 The California Corporations Commissioner finds that:

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1. Acu-Shield Financial, Inc. (“Acu-Shield”) is a for-profit Nevada corporation with a principal place of business 3291 N. Buffalo Dr. Ste. #9, Las Vegas, NV 89129. Acu-Shield formerly

1 had an address at 9555 Chesapeake Dr. #101, San Diego, CA 92123. Acu-Shield’s CEO and
2 president is Nicolas de Segonzac.

3 2. Emico, Inc. (“Emico”), a for-profit Nevada corporation, is Acu-Shield’s parent
4 company. Emico also maintains places of business at 9555 Chesapeake Dr., San Diego, CA 92123
5 and 3291 N. Buffalo Dr. Ste. #9, Las Vegas, NV 89129. Emico’s website, www.emico.com, states
6 that the company is headquartered in San Diego, California. According to a newspaper article linked
7 on the website, Emico’s president and CEO is Nicolas de Segonzac.

8 3. Best Debt Solution, Inc. (“Best Debt Solution”) was formerly a California corporation
9 with a principal place of business at 1026 W. El Norte Parkway #220, Escondido, CA 92026. Best
10 Debt Solution’s CEO and president is Ron Fender.

11 4. Debtco, Inc. (“Debtco”) is a suspended California corporation. At all relevant times,
12 its principal place of business was 9323 Chesapeake Dr. Ste. B1, San Diego, CA 92123. Its president
13 is Nicolas de Segonzac. Debtco does business as Acu-Shield.

14 5. Debt Relief of America (“DRA”) is a limited partnership organized under the laws of
15 Texas. Its principal place of business is 12201 Merit Dr. #620, Dallas, TX 75251. DRA also does
16 business as Fresh Start America.

17 6. Fresh Start America is a suspended California corporation. At all relevant times, its
18 principal place of business was 9187 Clairemont Mesa Blvd., Ste. 6-534, San Diego, CA 92123. Its
19 president was Ralph Sanchez.

20 7. Global Client Solutions, LLC (“Global Client Solutions”) is an Oklahoma corporation
21 with a principal place of business at 9820 E. 41st Street, Ste. 400, Tulsa, OK 74146.

22 8. Acu-Shield maintains a website at www.acushield.net. On the website, it says it
23 provides “customer support and financial services and education to consumers.” It also claims to
24 have settled “160 million dollars worth of debt for 6,800 families.”

25 9. The above-named individuals and entities, working in concert or participation among
26 themselves or with others, engaged in the following activities in violation of the Check Sellers, Bill
27 Payers and Proraters Law pursuant to the California Financial Code section 12000 et seq.
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1 10. On or about August 30, 2007, Acu-Shield, through its parent company, Emico, entered
2 into a contract with Debt Relief of America, doing business as Fresh Start America. The contract
3 provides that Emico, the “Facilitator,” shall perform services such as “furnishing a sales script to
4 Originator; training of Originator’s sales trainers; Client file maintenance; Client education; Clients
5 collections and savings monitoring; day-to-day Client contact; and Client debt settlement.” DRA, the
6 “Originator,” according to this contract, “shall have no involvement in any of the debt settlement and
7 related services that any affiliated company debt settlement organization or law firm (or any
8 subcontractor of either) provides to Clients.”

9 11. DRA entered into contracts with California consumers called “Client Negotiation
10 Agreements.” The Client Negotiation Agreement states that DRA’s program “helps Client eliminate
11 debt while achieving significant savings in the shortest amount of time without filing for
12 bankruptcy.”

13 12. Pursuant to the Client Negotiation Agreement, DRA’s clients are charged an
14 administrative fee of 6-10% of the client’s debt; a monthly maintenance fee; and a negotiation fee of
15 10-15% of the amount saved by the client as the result of a negotiated settlement. DRA withdraws
16 these fees each month from the client’s bank account via electronic fund transfers.

17 13. In addition, the Client Negotiation Agreement provides that once the administrative
18 fee has been paid, the client must set up a savings account with a third party processor’s bank, in
19 which the client’s savings will be deposited.

20 14. Along with the Client Negotiation Agreement, DRA’s clients execute a “limited
21 power of attorney” which authorizes DRA and its agents to withdraw funds from the client’s
22 checking accounts “for the purpose of paying DRA fees and forwarding settlement funds to
23 creditors.”

24 15. In a different version of DRA and Fresh Start America’s contract, the client “grants to
25 Fresh Start America-DRA and its appointees and agents specifically Acushield Financial (collectively
26 and individually) the exclusive right to negotiate with the creditors specifically identified in the
27 Assigned Creditor list and to settle creditors’ claims.”
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1 16. Some of DRA's clients execute the "DRA Client Disclosure Checklist," which
2 provides: "Client understands that once Administrative Fee is paid. [sic] Payments will be
3 withdrawn and put into Client's Savings Account (Global Client Solutions) for Settlement."

4 17. Some of DRA's clients also executed "Special Purpose Account Application" which
5 included an "Authorization to Debit Bank Account." Using this form, the client would open a bank
6 account with Rocky Mountain Bank & Trust, funded by debiting the client's own bank account. By
7 signing this form, the client would authorize Rocky Mountain Bank & Trust, "through its agent
8 Global Client Solutions, LLC ("GCS"), to administer the account on my behalf" and "periodically
9 [disburse] funds from the Account to fulfill my obligations under the [debt settlement] Program...."
10 For the purposes of this form, Debt Relief of America was referred to as the "sponsor." By signing
11 this form, the client would grant permission to the "Bank, GCS and the Sponsor to share information
12 regarding the [debt settlement] Program and the Account with each other to facilitate transactions
13 involving the Account...."

14 18. Best Debt Solution's precise relationship with Acu-Shield is unknown. However, in
15 2004, at least one California resident entered into a contract with Best Debt Solution, which
16 eventually resulted in his monthly payments being made to Acu-Shield.

17 19. Pursuant to the California resident's contract with Best Debt Solution, the resident was
18 to pay the company \$375 per month; after the first two months, a portion of every monthly payment
19 would be applied toward the resident's "set-aside" or settlement funds to be paid to his creditors. The
20 monthly payments were made by electronic fund transfers. Pursuant to the contract, the resident
21 agreed that "Best Debt Solution will administer my set-aside funds as needed...."

22 20. Although the California resident was not notified when his contract was acquired by
23 Acu-Shield, Acu-Shield notified him on October 17, 2006, that it was moving from 9555 Chesapeake
24 Dr., San Diego, CA 92123, to 3291 N. Buffalo Dr. Ste. #9, Las Vegas, NV 89129.

25 21. The Department of Corporations has jurisdiction over and regulates bill payers and
26 proraters under the Check Sellers, Bill Payers and Proraters Law set forth in California Financial
27 Code section 12000 et seq. California Financial Code section 12200, states:
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Pursuant to Financial Code section 12103, the California Corporations Commissioner hereby orders Nicolas de Segonzac; Acu-Shield Financial, Inc.; Emico, Inc.; Best Debt Solution, Inc.; Debtco, Inc., dba Acu-Shield Financial, Inc.; Debt Relief of America, L.P., dba Fresh Start America; Fresh Start America; and Global Client Solutions, LLC, individually, in concert and/or in participation with others, to desist and refrain from engaging in business as bill payers and proraters unless and until they are licensed or exempt. This Order is necessary, in the public interest, and for the protection of consumers.

Dated: December 23, 2008
Los Angeles, California

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____

ALAN S. WEINGER
Lead Corporations Counsel
Enforcement Division