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21 **State of Nevada**

22 **UNITED STATES DISTRICT COURT**
23 **DISTRICT OF NEVADA**

24 **Federal Trade Commission, and**

25 **State of Nevada,**

26 Plaintiffs,

27 v.

28 **American Tax Service LLC, et al.,**

Defendants.

No. 2:25-cv-1894-GMN-EJY

**Plaintiffs' Opposition to the
Individual Defendants' Emergency Motion
to Modify Temporary Restraining Order
or, Alternatively, Motion for
Withdrawal of Counsel**

Defendant Terrance Selb sent the five text messages appearing below to his business partner, Defendant Tyler Bennett, on June 9, 2024. GX 615 (FTC-ATS-3224–25).

I was just thinking that the company pays out approximately \$475,000 a year just for house payments and rent for us

Basically between the two of us it could be fairly stated that we spend \$1.100,000 a year in personal stuff

1 Plus personal total. annual income to
2 ourselves of another 1,000,000 (at a
3 minimum)

I am not complaining

I am just considering how. Much money
we throw at ourselves a year

4 Where did the money come from that Selb and Bennett so generously threw at
5 themselves every year? It came from consumers who Defendants’ telemarketers enticed to pay
6 huge sums through false promises of tax debt relief. Jeanette Alarid-Cusick and her husband
7 paid \$45,500, got nothing, and “are still in heavy debt.” GX 375 ¶¶ 15–16 (1250–51). Terri and
8 Grady Avery borrowed \$10,000 to cover the price, didn’t get their tax debt resolved, had their
9 tax returns botched, and are “still paying off the people who stole from [them]” under the loan.
10 GX 376 ¶¶ 3–4, 7–10, 17 (1261–63). Curtis Hunter paid \$5,000 on the promise that Defendants
11 would resolve his tax delinquency for “pennies on the dollar”; he received no services and felt
12 “desperation” because he is retired and on a fixed income. GX 383 ¶¶ 2–6, 10–12 (1506–07).
13 Kim Larson wired \$182,774 in response to a telemarketer telling him it would go to the IRS to
14 settle supposed tax debts; an arbitrator later awarded him treble damages for fraud. GX 385
15 ¶¶ 24, 27–29, 56 (1562–63, 1568–71). Diana Moore paid \$11,000, including \$5,500 because
16 Defendants were supposedly “going to court the next day, and they could get [her] taxes
17 handled”; but she received no services throughout this “traumatizing and financially draining”
18 experience. GX 389 ¶¶ 4–6, 11 (1818–19). These are just a few stories of how Selb and
19 Bennett’s enterprise converted the limited funds of vulnerable people facing tax debt for their
20 own enrichment.

21 To preserve the status quo and help ensure some money is left for consumers such as
22 those discussed above at the conclusion of this matter, the Court has frozen Defendants’ assets,
23 including Selb’s and Bennett’s personal assets. ECF No. 9, Part III.

24 Understandably, the asset freeze imposes a hardship on Selb and Bennett. Plaintiffs
25 agreed to release \$5,000 to each for urgent living expenses, in hopes it could buy them a little
26 time to secure legitimate employment, borrow funds, or otherwise arrange to use clean money to
27 pay their bills and legal fees. *See* ECF No. 56.

1 For Selb and Bennett, however—who have grown accustomed to lavish lifestyles¹ funded
2 by “throw[ing]” ill-gotten consumer money at themselves—\$5,000 each was not enough. Not
3 nearly. Instead, they have asked the Court to unfreeze a combined \$101,875 every month for
4 living expenses and attorneys’ fees (\$30,195 for Bennett and \$26,680 for Selb, with the
5 remainder for attorneys’ fees). ECF No. 57, p. 8. Selb and Bennett’s telemarketers squeezed
6 consumers including Jeanette Alarid-Cusick, Terri and Grady Avery, Curtis Hunter, Kim Larson,
7 and Diana Moore for every penny they could get through illegal deception—and now Selb and
8 Bennett have the audacity to ask the Court to let them keep spending that money at an
9 exorbitant rate. Fortunately for their victims, the law is not in Selb and Bennett’s favor.
10 Unfortunately for their victims, the currently frozen assets are not nearly enough to make
11 consumers whole again. The Court should not unfreeze any more of the proceeds of Selb and
12 Bennett’s fraud—Selb and Bennett should seek out other sources of funds and consider
13 seriously curtailing their extraordinary monthly expenses.

14 **I. Procedural History**

15 On November 11, 2025, Plaintiffs stipulated to the release of \$5,000 for each individual
16 defendant to pay living expenses. ECF 56. The very next day, November 12, Selb and Bennett
17 filed an emergency motion seeking the release of a combined \$101,875 every month for living
18 expenses and attorney fees, as well as a one-time payment of \$92,818.01 to Selb and Bennett’s
19 counsel. *See* Individual Defendants’ Emergency Motion to Modify Temporary Restraining Order
20 Or, Alternatively, Motion for Withdrawal of Counsel (ECF No. 57, “Motion”). The Motion was
21 accompanied by a declaration from counsel (ECF No. 57–1, “Declaration”), and proposed
22 monthly budgets for Bennett (ECF No. 57–2, “Bennett’s Budget”) and Selb (ECF 57–3, “Selb’s
23 Budget”). Although counsel attested that Selb and Bennett “have incurred \$131,263.01 in
24 attorneys’ fees and costs related to their defense of this matter,” no invoices were provided to
25 shed light on the number hours worked or billing rates charged. Declaration ¶ 15, p. 4 (ECF No.
26 57–1). Notably, neither Selb nor Bennett attested to their living expenses or lack of access to
27 alternative sources of income or support.

28 ¹ *See, e.g.*, GX 620 ¶¶ 3–6, 13 (3273–78).

1 **II. Argument: Bennett and Selb Are Not Entitled to Use the Frozen Funds for Living**
 2 **Expenses or Legal Fees**

3 Continuing a complete freeze of Selb and Bennett’s personal assets is necessary and
 4 appropriate. *See* Plaintiffs’ Sur-Reply in Support of a Preliminary Injunction (ECF No. 61, p. 3–
 5 6); Plaintiffs’ Supplemental Memorandum in Support of a Preliminary Injunction (ECF No. 46,
 6 “PI Memo,” p. 19–24); Plaintiffs’ *Ex Parte* Motion for a Temporary Restraining Order (ECF
 7 No. 4, p. 19–21).

8 “The Ninth Circuit has repeatedly held that whether to allow the payment of attorney’s
 9 fees out of frozen assets lies within the district court’s discretion.” *FTC v. Revmountain, LLC*, No.
 10 2:17-cv-2000, 2017 WL 4532196, at *1 (D. Nev. 2017) (citing *CFTC v. Noble Metals Int’l, Inc.*, 67
 11 F.3d 766, 775 (9th Cir. 1995), *Fed. Sav. & Loan Ins. Corp. v. Ferm*, 909 F.2d 372, 374 (9th Cir.
 12 1990), and *FTC v. World Wide Factors, Ltd.*, 882 F.2d 344, 347 (9th Cir. 1989)). The Ninth Circuit
 13 has also “recognized the importance of preserving the integrity of disputed assets to ensure that
 14 such assets are not squandered by one party to the potential detriment of another.” *Ferm*, 909
 15 F.2d 372, 374.

16 In considering a defendant’s request to release funds for living expenses and legal fees,
 17 this Court considers:

- 18 (1) the likelihood that plaintiff will prevail on the merits;
 19 (2) whether defense counsel was aware of the possibility that the
 20 court might deny or limit attorney fees; (3) the availability of assets
 21 for consumer redress; (4) a defendant’s access to alternative assets;
 and (5) the reasonableness of the funds requested for legal fees
 and living expenses.

22 *FTC v. Johnson*, No.: 2:10-cv-02203, 2011 WL 13249477, at *2 (D. Nev. June 17, 2011); *see also*
 23 *FTC v. Elegant Solutions, Inc.*, No. 19-cv-1333, 2019 WL 9358567, at *1 (C.D. Cal. Dec. 10, 2019).

24 All five of these factors favor denial of the Individual Defendants’ requests.

25 **A. Plaintiffs Will Prevail on the Merits**

26 In its October 7, 2025 Temporary Restraining Order, this Court determined “that
 27 Plaintiffs are ... likely to prevail on the merits of this action.” ECF No. 9, p. 2. Since then, the
 28 evidence supporting the Complaint has only grown more overwhelming. *See generally* PI Memo.

1 Defendants’ own documents show that Selb and Bennett have known that their business
2 practices are illegal for years, *id.* Part I.A.1, p. 8–12, and they even anticipated this enforcement
3 action by the FTC, GX 584 (3063) (in a March 2023 email to Bennett and others, Selb wrote: “It
4 is absolutely imperative that [ATS] immediately launch a series of test mailers that shall not
5 violate the FTC Rules ... We have exactly 4 months to segway [sic] into lawful mailers.”). But the
6 Defendants continued sending government-impersonating mailers and making false promises to
7 desperate consumers in exchange for exorbitant fees. PI Memo, Part I.A, p. 8–14 (ECF No. 46).

8 In a supplemental declaration submitted after his team spoke with hundreds affected
9 consumers, the Receiver reported:

10 Based on my staff’s and my review of consumer reports to date,
11 the prevailing theme is consumer dissatisfaction: many consumers
12 report paying for services that were not performed or were not
13 completed, many felt threatened or coerced into paying more
money for services to avoid dire consequences and a substantial
number state that they believe they were victims of a scam.

14 Supplemental Declaration of Receiver, Stephen J. Donell ¶ 6, p. 4 (ECF No. 45). Additional
15 consumer declarations filed after Plaintiffs’ initial filing further substantiate these complaints.
16 GX 608 (3204–14) (Joshua H. Habetz); GX 616 (3233–40) (Gregory Coront); GX 617 (3241–
17 48) (Lisa Polak-Dean); GX 618 (3249–56) (Bagdasar Tergevorkyan); GX 619 (3257– 73)
18 (Kendrick Davis).

19 Moreover, in communications between Selb, Bennett, and their employees, the nature of
20 Defendants’ fraud was openly discussed. For example, on August 26, 2025, Winston Parker, who
21 worked in customer retention at ATS, emailed Selb and Bennett:

22 Here is a [pr]ime example of failure. The case is 2 months old and
23 no tax prep assignment has been made, but we did attempt to
24 upsell which created the anger. deliverables first would be
refreshing. I hope you all are aware we have an overabundance of
case that have not been assigned[.]

25 GX 611 (3218); *see* GX 620 ¶ 16 (3279). On July 28, 2025, Parker emailed Selb and Bennett
26 regarding a consumer who paid ATS \$272,000, of which Defendants were refunding \$200,000:
27 “PS we keep 72 k for no work done and an[] interest free 200k for years[.]” GX 577 (3039). A
28

1 printed email attached to the purchase order for one of the customer’s refund payments, which
2 was signed by Selb and Bennett, stated: “A wire MUST be sent no later than tomorrow or the
3 client will be going to the Department of Justice.” GX 445 (2343, 2345).

4 On July 25, 2025, Selb and Bennett argued via text message, apparently about a
5 substantial payment extracted from a consumer by telemarketer Keith Hamilton that Bennett
6 thought went too far. GX 615 (3226–32); *see* GX 620 ¶ 17 (3279). Bennett wrote to Selb:

7 Im not going to be left holding the bag as you [emojis indicating
8 *ride off into the sunset.*] ... Im not buying a jail sentence[.] ... What
9 am i gunna do when this biz gets hit by the feds? For my son? ... I
10 am a business owner that iwants to keep his business ... Not a
f---ing indefensible scam[.] ... Tell me how you defend this
insanity[.]

11 GX 615 (3226–29). Later Bennett added this observation: “Upselling is - **stealing money from**
12 **rubes** is ... to a point[.]” *Id.* at 3232 (emphasis added; ellipsis in original).

13 In a text chain involving Selb, Bennett, and the ATS Los Angeles sales managers on July
14 22, 2025, Selb named a new “closer” telemarketer starting soon, to which sales manager William
15 Andrews responded, “I thought that man was a criminal”; Selb retorted, “No more than you[.]”
16 GX 613 (3221); *see* GX 620 ¶ 17 (3279). On October 11, 2024, Winston Parker, the retention
17 manager, texted Bennett: “I am done with the criminality going on[.] ... I am filing criminal
18 complaints. Ripping off elderly for 1.3 million [i]s a good starting point.” GX 614 (3222–23); *see*
19 GX 620 ¶ 17 (3279). (It does not appear that he actually alerted any criminal authorities.)

20 **B. Defense Counsel Assumed the Risk of Nonpayment**

21 Courts “may presume that attorneys who are aware of a defendant’s asset freeze will also
22 know that the court has discretion to approve or deny a release of frozen assets to pay attorney
23 fees.” *Johnson*, 2011 WL 13249477, at *2 (citing *FTC v. Sharp*, No. 89-cv-870, 1991 WL 214076, at
24 *1 (D. Nev. Jul. 23, 1991)). Selb and Bennett have been subject to an asset freeze since October
25 10, 2025, when Plaintiffs served the TRO on their financial institutions. GX 594 ¶ 3 (3103). Selb
26 and Bennett’s counsel entered their appearance on October 17, 2025 (ECF 35). Accordingly,
27 counsel knew or should have known when they took the case that Selb and Bennett were subject
28 to an asset freeze and, therefore, have accepted the known risk of nonpayment. *See Johnson*, 2011

1 WL 13249477, at *3 (finding that defense counsel who entered appearances after the court
2 entered a temporary restraining order with an asset freeze “assumed the risk of not getting
3 paid”).

4 **C. The Frozen Assets Should Remain Available for Consumer Redress**

5 The assets frozen pale in comparison to the consumer harm in this case. This alone
6 would justify denying Bennett’s and Selb’s requests. *See Noble Metals Int’l*, 67 F.3d at 775 (“[T]he
7 frozen assets fell far short of the amount needed to compensate [defendants’] customers. This
8 was reason enough in the circumstances of this case for the district court, in the exercise of its
9 discretion, to deny the attorney fee application.”). Records from payment processors and
10 consumer financing companies show that, since February 2022, Defendants have taken in more
11 than \$77.7 million. GX 434 ¶ 10 (2171–72). A “Company Plan” prepared in early 2025 and
12 found on Selb’s desktop computer, however, includes an estimate that Defendants have taken in
13 at least \$153,683,015.66 from consumers since 2018. GX 610 (3216–17); *see* GX 620 ¶ 16 (3279).
14 Under the TRO, the Court has frozen approximately \$10.5 million in assets held at financial
15 institutions, which is less than 7% of Defendants’ own estimate of their ill-gotten revenue. GX
16 594 ¶ 3 (3103).

17 **D. Defendants Have Access to Alternative Assets**

18 This Court should also deny the Motion because Selb and Bennett have access to
19 alternative assets and can seek legitimate employment. *See Elegant Solutions, Inc.*, No. 19-cv-1333,
20 2019 WL 9358567, at *2 (“The Court finds that Defendants have not demonstrated that the
21 funds currently frozen are the only funds available to them to pay for living expenses.”); *FTC v.*
22 *Health Formulas, LLC*, 2:14-cv-1649, 2015 WL 4623126 (D. Nev. Aug. 3, 2015) (“[T]he Court
23 denies the Defendants’ request for a third release of funds because it is not persuaded that other
24 funds are not available to them.”). Neither Selb nor Bennett has attested that they have no
25 alternative means to pay their living expenses and attorney’s fees, and their Motion suggests that
26 they do. Counsel’s Declaration states that “[t]he Individual Defendants also submitted \$50,000 in
27 retainer,” but did not disclose the source of this substantial payment. ECF No. 57–1, p. 4.
28 Although Counsel’s Declaration did not provide the date of the retainer payment, it was likely

1 made on or around October 17, the day counsel entered their appearance in this matter. *See* ECF
2 No. 35. Selb and Bennett’s payment of a \$50,000 retainer, even after their known assets were
3 frozen by the TRO, suggests that they have access to funds from other sources. Neither
4 individual defendant has attested that these other funding sources have run dry, so Plaintiffs can
5 only assume they have not.

6 Selb’s and Bennett’s financial disclosures also suggest they have alternative means of
7 support that would warrant denial of their request for living expenses and attorney fees. In
8 “Exhibit D” to his financial disclosure, Bennett disclosed transferring \$83,333 to his girlfriend,
9 Alexandria Weltman (with whom he resides), as “prepayment of child support” on September
10 30, 2025. GX 620 ¶ 8(e) (3278). In the past year, Bennett also transferred \$32,000 to Weltman
11 for “pregnancy support,” “support,” and “gifts.” GX 620 ¶ 8(b)–(c) (3278). And, in April 2025,
12 Bennett gifted Weltman jewelry that he valued at \$80,000. GX 620 ¶ 8(d) (3278). Although Selb
13 and Bennett’s Motion notes there is a “significant financial need for baby supplies, diapers,
14 formula, and other childcare expenses,” Motion at 4 (ECF No. 57), it does not address why
15 Bennett and Weltman cannot use the ample means Bennett has transferred to Weltman in the
16 last year for these purposes. Similarly, in his financial disclosures, Selb disclosed he receives
17 \$2,100 per month in Social Security payments and has transferred approximately \$950,000 to his
18 son, Justin Selb, over the past two years. GX 620 ¶¶ 10-11 (3278). The Motion does not address
19 why Selb cannot supplement his Social Security income with support from his son or another
20 source.

21 Moreover, Selb and Bennett may obtain lawful employment, provided that they obey the
22 conduct provisions of the TRO. The Motion does not include any indication that either Selb or
23 Bennett has taken steps to obtain legitimate employment since the Court entered the TRO.
24 Bennett and Selb’s unwillingness to seek lawful employment or to rely on their alternative
25 sources of income entirely undercuts their request to unfreeze funds. *FTC v. LAB Marketing*
26 *Associates, LP*, 972 F. Supp. 2d 1307, 1314 (S.D. Fla. Sept. 18, 2013) (“Absent persuasive evidence
27 to the contrary, the Court can conclude only that [Defendants] are capable of working to
28 support their basic necessities.”).

1 **E. Selb’s and Bennett’s Requests Are Unreasonable**

2 Although courts have the discretion to modify asset freezes to permit the release of
3 funds for living expenses, they routinely deny requests where “defendants were found to have
4 other sources of income or were requesting funds for luxuries, not necessities.” *SEC v. Private*
5 *Equity Mgmt. Grp., Inc.*, 2009 WL 2058247, at *3 (C.D. Cal. July 9, 2009). As discussed above,
6 Selb and Bennett have access to other sources of income, and their proposed budgets include
7 luxuries, not necessities. Selb proposes to spend \$26,680 per month, or \$320,160 annually, while
8 Bennett seeks \$30,165 per month, or \$362,340 annually. *See* ECF No. 57-2 (005) and ECF No.
9 57-3 (006). These requests are facially unreasonable and should be denied. *See Private Equity*
10 *Mgmt. Grp.*, 2009 WL 2058247 at *4 (“Now while [Defendant] may have become accustomed to
11 living such a posh life over the years, the fact of the matter is \$27,000 a month is a tremendously
12 high overhead, an overhead that by no stretch of the imagination can be considered
13 reasonable.”).

14 Although neither Selb nor Bennett even attested to their monthly expenses in a sworn
15 declaration, it is worth highlighting a few examples of luxury spending requests. According to
16 his financial disclosures, Bennett owns his 2022 Mercedes-Benz G class SUV outright, GX 620
17 ¶ 9 (3278), but his budget request includes \$2,000 per month for a “car lease,” ECF No. 57-2
18 (005). This suggests that Bennett seeks to maintain a second car, which is not a necessity, and
19 likely contributes to his enormous monthly car insurance payment (\$1,500) and significant
20 monthly fuel costs (\$450). *Id.* Bennett also seeks \$2,855 for his monthly water bill. *Id.* Plaintiffs
21 posit that the source of this astronomical bill is likely his home’s private pool with a waterfall,
22 which is also not a necessity. GX 620 ¶ 3(a) (3274).

23 In his budget, Selb seeks \$1,233 for a car payment. ECF No. 57-3 (006). Selb’s financial
24 disclosures showed that Selb owns three Teslas outright but has a \$50,000 loan on his fourth
25 Tesla. GX 620 ¶ 13 (3278-79). As stated above, a second car is not a necessity, let alone a fourth.
26 Selb’s Budget also requests \$13,497 to maintain his home in the Hollywood Hills neighborhood.
27 ECF No. 57-3 (006). This request is patently unreasonable, particularly when Selb also rents an
28 apartment on Fountain Avenue in West Hollywood, California, which is a more affordable

1 accommodation. GX 620 ¶ 12 (3278). Defendant American Tax Solutions LLC has paid the rent
2 on Selb’s Fountain Avenue apartment for years, and the rent was \$1,880.99 in 2022 and 2023.
3 GX 612 (3219–20); *see* GX 620 ¶ 16 (3279). The rent on the Fountain Avenue apartment now
4 appears to be \$1,984.63. GX 620 ¶ 18 (3279). Selb and Bennett may wish to continue living in
5 their multimillion-dollar homes in Henderson, Nevada, and the Hollywood Hills, which no
6 doubt were purchased with millions stolen from consumers, but they are not entitled to do so to
7 the further detriment of their victims.²

8 Selb’s Budget also proposes \$4,000 for “[e]lderly care and housekeeping,” which is also
9 unreasonable. ECF No. 57-3 (006). Although Selb provided no documentation for this line item
10 to the Court, the purported invoice Selb provided to the FTC was suspect. The “weekly invoice”
11 that Selb produced appears to have been drafted by Selb himself. GX 620 ¶ 19 (3279-80). The
12 purported invoice also states, “I have been in this position for the past 5 years,” and lists a Los
13 Angeles address for the housekeeper. *Id.* Selb’s financial disclosures reveal that—in addition to
14 the Hollywood Hills home—he rents apartments in both Los Angeles and Las Vegas, suggesting
15 that he splits his time between the two cities. *Id.* at ¶ 12 (3278). It strains credulity that Selb
16 would require such expensive “elderly care” in Los Angeles, particularly when he has only lived
17 there part-time. There is also nothing substantiating the “[e]lderly care” description of the
18 request—the person Selb employs does not appear to have any healthcare qualifications. This
19 request is likely more properly described as just “housekeeping,” for a house occupied only part-
20 time.

21 Finally, Selb and Bennett’s request for attorney’s fees is so bare that it is inscrutable. Selb
22 and Bennett request \$92,818.01 for outstanding amounts due and a monthly recurring payment
23 of \$45,000 for possible future expenses. ECF No. 57, p. 8. Counsel’s Declaration includes no
24 detail regarding either the outstanding invoices or the anticipated ongoing monthly legal fees and
25 costs. The failure to describe any of the costs incurred, hours worked, or rates charged prevents
26

27 ² Funding their real estate purchases with fraudulently obtained funds also merits setting aside
28 any potentially-applicable homestead exemption over these properties. *See* Plaintiffs’ Sur-Reply in
Support of a Preliminary Injunction (ECF No. 61, p. 5 n.1 & accompanying text).

1 Plaintiffs and the Court from assessing whether the request is reasonable. Therefore, the request
2 should be denied.

3 * * *

4 Though Selb and Bennett would undoubtedly prefer to keep their pool’s waterfall
5 flowing, housekeeper cleaning, and the like, this Court should not permit them to do so with
6 money they took from consumers through deception. As Bennett admitted: “Upselling is -
7 stealing money from rubes is ... to a point[.]” GX 615 (3232). If ATS’s customers—who are *not*
8 *rubes*, but rather *victims of fraud*—could be made whole with less than the full amount of
9 frozen funds, things would be different. But the amount needed for full refunds here dwarfs the
10 amount available in frozen funds. Because Plaintiffs are likely to prevail on the merits, Counsel
11 assumed the risk of nonpayment, the frozen assets will be needed for consumer redress, Selb
12 and Bennett appear to have access to alternative funding sources and could seek legitimate
13 employment, and their requests are unreasonable and unsupported, the Court should deny the
14 Motion.

15
16 Respectfully submitted,

17 Dated: November 21, 2025

/s/ Simon Barth

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GX 610

“Company Plan - 2025”

FTC-ATS-3216 to -3217



Company Plan – 2025

Part I: Company Overview & Core Operations

Founding and Early Growth

The company was formed in June 2018 by Terry Selb, Tyler Bennett, Candace Kandace, and Geoff F.E. Plourde. What began as a four-person operation quickly gained traction through direct mail outreach and personal client engagement. Within six months, the caseload exceeded 200 clients, enabling the team to expand its offerings into value-added upselling—a strategy that continues to define the company’s success.

Revenue Structure

Our revenue is divided into two major streams:

1. Initial Case Sales – 35% of Total Revenue

Clients are onboarded through a comprehensive “full resolution” package. These include offers in compromise, installment agreements, tax planning, and related services designed to solve their immediate tax issues.

2. Additional Services – 65% of Total Revenue

Each client file is reviewed for further opportunities in subsequent weeks and months. These additional services drive recurring income and are a major contributor to long-term profitability.

In most months, 65% of our total revenue—currently exceeding \$30 million annually—comes from these follow-up services. We are tracking upward momentum in 2025, indicating another record-setting year.

Annual Revenue by Transaction Year

Transaction Year	Total Revenue Collected (\$)
2018	\$613,376.17
2019	\$6,673,474.09
2020	\$18,266,120.85
2021	\$20,144,460.60
2022	\$27,194,100.34
2023	\$31,706,950.84
2024	\$36,958,878.86
2025 (YTD)	\$12,125,653.91

Since its founding, the company has demonstrated consistent and impressive year-over-year revenue growth.

Part II: Operational Assessment & Forward Strategy

This section includes leadership transitions, departmental reviews based on internal assessments, and forward-looking initiatives.

Strategic Expansion: Tijuana Call Center Initiative

We are preparing to launch a major operational project involving the development of a call center in Tijuana, Mexico. This initiative will expand our capacity, reduce cost, and tap into a bilingual labor pool—positioning us for the next phase of scalable growth.

GX 611

**Email re “Fwd: AS
pitched // wants refund
// Anthony Rotell
931486”**

FTC-ATS-3218



Fwd: AS pitched // wants refund // Anthony Rotell 931486

From: Winston Parker <wiparker@atstaxgroup.com>
To: Terry Selb <tselb@gatl.com>, Tyler Bennett <tbennett@atstaxgroup.com>, Greg Paragh <gparagh@americantaxservice.com>, Giacomo Puccini <gpuccini@americantaxservice.com>
Bcc: tbennett@atsco.tax
Date: Tue, 26 Aug 2025 14:25:40 +0000

Here is a time example of failure. The case is 2 months old and no tax prep assignment has been made, but we did attempt to upsell which created the anger. deliverables first would be refreshing. I hope you all are aware we have an overabundance of case that have not been assigned

----- Forwarded message -----

From: **Winston Parker** <wiparker@atstaxgroup.com>
 Date: Tue, Aug 26, 2025 at 7:21 AM
 Subject: Re: AS pitched // wants refund // Anthony Rotell 931486
 To: Kendall Tate <ktate@atstaxgroup.com>

will call but we have done more than he has paid in!!!

On Tue, Aug 26, 2025 at 7:02 AM Kendall Tate <ktate@atstaxgroup.com> wrote:

Hey Winston -

At your leisure - please call this client as he left me several messages about wanting a refund after MH pitched AS.

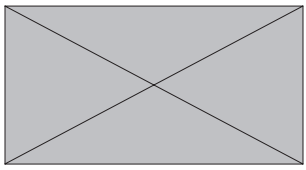
Best
 KT

Kendall Tate
 Senior Analyst, American Tax Service

(800) 604-1832 323-454-2642 americantaxservice.com

ktate@atstaxgroup.com

6255 West Sunset Blvd STE 850 Los Angeles CA 90028



IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

GX 612

**Email re “Fountain
Rent Payments”**

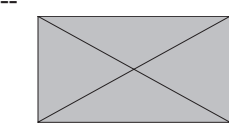
FTC-ATS-3219 to -3220



Fountain Rent Payments.

From: Daniel Chang <dchang@atstaxgroup.com>
To: Tyler Bennett <tbennett@atsco.tax>, Terry Selb <tselb@atsco.tax>
Date: Fri, 27 Oct 2023 16:18:57 +0000
Attachments: Fountain - Rent Payments.pdf (522.67 kB)

Please see the attached file.



Daniel Chang
ATS TAX GROUP

(323) 284-1298 | Atstaxgroup.com | dchang@atstaxgroup.com

811 Wilshire Blvd, Suite 1700 Los Angeles, CA 90017



Printed from Chase for Business

ATS Operating (...8890)
AMERICAN TAX SOLUTIONS LLC

\$6,294.35

Available balance

\$6,294.35

Present balance

\$0.00

Available credit

Automatic savings transfer

\$6,294.35

Available plus credit

Uncollected funds	Total \$0.00
-------------------	--------------

Account activity

SHOWING

Search

Filtered by: All transactions \$1880.00 to \$1881.00

Date	Description	Type	Amount
Oct 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:100223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503508889580 EED:231002 IND ID:GXVRF8 IND NAME:American Tax Solutions 866-648-1536 TRN: 2758889580TC	ACH debit	-\$1,880.99
Sep 8, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:090823 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503504600242 EED:230908 IND ID:5HX6B8 IND NAME:American Tax Solutions 866-648-1536 TRN: 2514600242TC	ACH debit	-\$1,880.99
Aug 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:080223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503501404705 EED:230802 IND ID:FJ8508 IND NAME:American Tax Solutions 866-648-1536 TRN: 2141404705TC	ACH debit	-\$1,880.99
Jul 3, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:070323 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503500457046 EED:230703 IND ID:YLHBV7 IND NAME:American Tax Solutions 866-648-1536 TRN: 1840457046TC	ACH debit	-\$1,880.99
Jun 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:060223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503501945408 EED:230602 IND ID:VDFP7 IND NAME:American Tax Solutions 866-648-1536 TRN: 1531945408TC	ACH debit	-\$1,880.99
May 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:050223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503504075718 EED:230502 IND ID:L35J7 IND NAME:American Tax Solutions 866-648-1536 TRN: 1224075718TC	ACH debit	-\$1,880.99
Apr 3, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:040323 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503506701832 EED:230403 IND ID:HSJZC7 IND NAME:American Tax Solutions 866-648-1536 TRN: 0936701832TC	ACH debit	-\$1,880.99
Mar 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:030223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503503005406 EED:230302 IND ID:PG5Y67 IND NAME:American Tax Solutions 866-648-1536 TRN: 0613005406TC	ACH debit	-\$1,880.99
Feb 2, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:020223 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503500172975 EED:230202 IND ID:DXLV27 IND NAME:American Tax Solutions 866-648-1536 TRN: 0330172975TC	ACH debit	-\$1,880.99
Jan 3, 2023	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:010323 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503508816304 EED:230103 IND ID:K395X6 IND NAME:American Tax Solutions 866-648-1536 TRN: 0038816304TC	ACH debit	-\$1,880.99
Dec 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:120222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503508311392 EED:221202 IND ID:LL7Q56 IND NAME:American Tax Solutions 866-648-1536 TRN: 3368311392TC	ACH debit	-\$1,880.99
Nov 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:110222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503506556864 EED:221102 IND ID:CMTBN6 IND NAME:American Tax Solutions 866-648-1536 TRN: 3066556864TC	ACH debit	-\$1,880.99
Oct 3, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:100322 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503500939327 EED:221003 IND ID:PWMPH6 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
Sep 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:090222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503503910102 EED:220902 IND ID:RJCCC6 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
Aug 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:080222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503501871785 EED:220802 IND ID:680576 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
Jul 5, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:070522 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503500259783 EED:220705 IND ID:W5RP26 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
Jun 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:060222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503509398818 EED:220602 IND ID:KPJFY5 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
May 2, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:050222 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503502877310 EED:220502 IND ID:8WQ1T5 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99
Apr 4, 2022	ORIG CO NAME:ESP Management, ORIG ID:9000342961 DESC DATE:040422 CO ENTRY DESCR:WEB PMTS SEC:CCD TRACE#:081503504083072 EED:220404 IND ID:PMRCP5 IND NAME:American Tax Solutions	ACH debit	-\$1,880.99

GX 613

**Excerpt from text chain
between Selb, Bennett,
and ATS Los Angeles
sales managers**

FTC-ATS-3221



Body:

TNT - Case 932089 was given 100% to Evan, by Terry. Chelsea needs an email from you or a note on the file stating 100% for commissions

From: + [REDACTED] 8565 Hunter Ats
Timestamp: 7/22/2025 8:54:45 AM(UTC-7)
Source App: Native Messages
Body:
Thank you

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/22/2025 3:14:31 PM(UTC-7)
Source App: Native Messages
Body:
We have a new closer for your room starting in the next day or too

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/22/2025 3:14:40 PM(UTC-7)
Source App: Native Messages
Body:
Brian Contack

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/22/2025 3:14:54 PM(UTC-7)
Source App: Native Messages
Body:
You know him and he can be very good

From: + [REDACTED] 4174 William Ats
Timestamp: 7/22/2025 3:15:14 PM(UTC-7)
Source App: Native Messages
Body:
I thought that man was a criminal

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/22/2025 3:15:32 PM(UTC-7)
Source App: Native Messages
Body:
It's gunna cost you tho finders fee \$2k

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/22/2025 3:15:33 PM(UTC-7)
Source App: Native Messages
Body:
No more than you

From: + [REDACTED] 4174 William Ats
Timestamp: 7/22/2025 3:15:37 PM(UTC-7)
Source App: Native Messages
Body:
Originator?

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/22/2025 3:15:42 PM(UTC-7)
Source App: Native Messages
Body:

GX 614

**Excerpt from text chain
between Bennett and
Winston Parker**

FTC-ATS-3222 to -3223

From: + [REDACTED] 4645 Winston AtS
Timestamp: 6/29/2024 7:30:59 AM(UTC-7)
Source App: Native Messages
Body:

Myra and I are on the same page. I have been marginalized and effectively demoted. I work in an insulting and abusive environment. I can go on but it's pointless cause it just keeps repeating itself and is spiraling downward. The question is how do we separate and remain friendly? I mentally and emotionally am at my wits end and to continue would again put in a metaphorically speaking a battered wife's (syndrome) position. It is not going to happen. My time here has come to an end and it was a push Winston out maneuver by individuals in Las Vegas. They have beat me into submission.

From: + [REDACTED] 4645 Winston AtS
Timestamp: 7/2/2024 7:41:45 AM(UTC-7)
Source App: Native Messages
Body:

The new little bag is the mucho better

From: + [REDACTED] 4645 Winston AtS
Timestamp: 7/2/2024 3:42:55 PM(UTC-7)
Source App: Native Messages
Body:
Fwd:

Terry is apparently not wanting what we shook hands on. What time today do we talk n get on the same page??

From: + [REDACTED] 4645 Winston AtS
Timestamp: 7/8/2024 7:42:47 AM(UTC-7)
Source App: Native Messages
Body:
Good morning

From: + [REDACTED] 4645 Winston AtS
Timestamp: 7/9/2024 4:16:41 PM(UTC-7)
Source App: Native Messages
Body:
When are you back in LA

From: + [REDACTED] 4645 Winston AtS
Timestamp: 7/9/2024 8:07:12 PM(UTC-7)
Source App: Native Messages
Body:
When are you back in LA

From: + [REDACTED] 4645 Winston AtS
Timestamp: 9/12/2024 4:29:06 PM(UTC-7)
Source App: Native Messages
Body:
Case is la 64305

From: + [REDACTED] 4645 Winston AtS
Timestamp: 10/11/2024 7:53:07 PM(UTC-7)
Source App: Native Messages
Body:

I am done with the criminality going on and you all can take darren etal and go to hell. He n you etal are fucking with the wrong mothetfucket

From: + [REDACTED] 4645 Winston AtS
Timestamp: 10/11/2024 7:53:37 PM(UTC-7)
Source App: Native Messages
Body:

I am filing criminal complaints. Ripping off elderly for 1.3 million us a good starting point.

From: + [REDACTED] 4645 Winston AtS
Timestamp: 10/11/2024 7:53:50 PM(UTC-7)
Source App: Native Messages
Body:
Fuck darren

From: + [REDACTED] 4645 Winston AtS
Timestamp: 10/11/2024 7:54:25 PM(UTC-7)
Source App: Native Messages
Body:

We need to come to a mutually acceptable separation. This is intolerable the abuse n bullshit

From: + [REDACTED] 4645 Winston AtS
Timestamp: 10/11/2024 9:18:12 PM(UTC-7)
Source App: Native Messages
Body:

From: + [REDACTED] 4645 Winston AtS
Timestamp: 11/5/2024 1:31:25 PM(UTC-8)
Source App: Native Messages
Body:
Call Ron no answer left message for him to call back

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 11/5/2024 1:36:52 PM(UTC-8)
Source App: Native Messages
Body:
Liked "Call Ron no answer left message for him to call ba..."

From: + [REDACTED] 4645 Winston AtS
Timestamp: 11/5/2024 1:44:21 PM(UTC-8)
Source App: Native Messages
Body:
Just talked to Ron on this an another case

From: + [REDACTED] 4645 Winston AtS
Timestamp: 11/5/2024 1:45:08 PM(UTC-8)
Source App: Native Messages
Body:
Funny when I email folks n cc you how fast everyone responds!

From: + [REDACTED] 4645 Winston AtS
Timestamp: 11/5/2024 4:09:05 PM(UTC-8)
Source App: Native Messages
Body:
Important will I see you before Thanksgiving

From: + [REDACTED] 4645 Winston AtS

GX 615

**Excerpt from text chain
between Selb and
Bennett**

FTC-ATS-3224 to -3232



I think that make more sense.

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 6:46:55 PM(UTC-7)
Source App: Native Messages
Body:
Everybody stays put and then I am think we BOTH do Las Vegas on Tuesday

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 6:47:12 PM(UTC-7)
Source App: Native Messages
Body:
Then u do dtla wed- fri next week

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 6:47:33 PM(UTC-7)
Source App: Native Messages
Body:
We will have babysitters for 1 day in Dtla

From: + [REDACTED] 3514 Tyler Bennett (owner)
Timestamp: 6/8/2024 7:00:17 PM(UTC-7)
Source App: Native Messages
Body:
Ok so stay in la till weds that makes more sense

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 7:06:22 PM(UTC-7)
Source App: Native Messages
Body:
Something like that.....

From: + [REDACTED] 3514 Tyler Bennett (owner)
Timestamp: 6/8/2024 7:06:42 PM(UTC-7)
Source App: Native Messages
Body:
Ok

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 7:07:28 PM(UTC-7)
Source App: Native Messages
Body:
Then you stay with LA until my birthday then u go back to LAS

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/8/2024 7:07:32 PM(UTC-7)
Source App: Native Messages
Body:
Whew!!

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:24:54 AM(UTC-7)
Source App: Native Messages
Body:
I was just thinking that the company pays out approximately \$475,000 a year just for house payments and rent for us

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:26:06 AM(UTC-7)
Source App: Native Messages
Body:

Basically between the two of us it could be fairly stated that we spend \$1.100,000 a year in personal stuff

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:26:56 AM(UTC-7)
Source App: Native Messages
Body:

Plus personal total. annual income to ourselves of another 1,000,000 (at a minimum)

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:27:19 AM(UTC-7)
Source App: Native Messages
Body:

I am not complaining

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:27:47 AM(UTC-7)
Source App: Native Messages
Body:

I am just considering how. Much money we throw at ourselves a year

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 11:28:15 AM(UTC-7)
Source App: Native Messages
Body:

So " profits" can be a bit deceptive

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 12:36:25 PM(UTC-7)
Source App: Native Messages
Body:

I just had Terry Schaylin stop by..... lol

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 12:36:50 PM(UTC-7)
Source App: Native Messages
Body:

She wanted to know how I got my hands on that Cyber Truck

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 6/9/2024 1:37:10 PM(UTC-7)
Source App: Native Messages
Body:

Hey Terry, lafter looking at the whole scope of work. I wanted to thank you for letting us bid on [REDACTED]
[REDACTED] At this time, a lot of resources needed to ensure a quality job on your project are very busy and high in demand due to season. However, I was able to line up all ducks and have the answer I needed. With that said, I have sent you the email. I tried being budget friendly and did our best. Please review and let me know. So the engines I have started don't cool off with these other trades involved.

Thanks.

Respectfully.

Sam.

Gm. Just following back on this.

Body:
What's your plan?

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 7:49:50 PM(UTC-7)
Source App: Native Messages
Body:

On a flight to lax then to mx

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:14:45 PM(UTC-7)
Source App: Native Messages
Body:

Sticking with original plan with A?

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:53:49 PM(UTC-7)
Source App: Native Messages
Body:

I need a sustainable organization

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:53:49 PM(UTC-7)
Source App: Native Messages
Body:

Otherwise we can continue being 50/50

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:54:01 PM(UTC-7)
Source App: Native Messages
Body:

Not the original plan no

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:54:03 PM(UTC-7)
Source App: Native Messages
Body:

U watch keith

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:54:17 PM(UTC-7)
Source App: Native Messages
Body:

Osbourne again ??

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:54:59 PM(UTC-7)
Source App: Native Messages
Body:

Im not going to be left holding the bag as you 🤡☀️

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:55:25 PM(UTC-7)
Source App: Native Messages
Body:

I know why u don't give a shit

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:55:41 PM(UTC-7)
Source App: Native Messages
Body:
Im not buying a jail sentence

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:56:22 PM(UTC-7)
Source App: Native Messages
Body:
If you don't think we should take it then we give it back on Monday

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:56:52 PM(UTC-7)
Source App: Native Messages
Body:
It's. That simple if you really feel like it's wrong. I won't fight that

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:57:10 PM(UTC-7)
Source App: Native Messages
Body:
I don't need fast unsustainable monsy

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:58:07 PM(UTC-7)
Source App: Native Messages
Body:
The " plan" with the original Upseller was to hit him for state once passport solved. But that doesn't mean we have to

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:58:29 PM(UTC-7)
Source App: Native Messages
Body:
We don't need the money ...

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:58:37 PM(UTC-7)
Source App: Native Messages
Body:
What am i gunna do when this biz gets hit by the feds? For my son?

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:58:42 PM(UTC-7)
Source App: Native Messages
Body:
UI be fine

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:58:45 PM(UTC-7)
Source App: Native Messages
Body:
Not me

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:59:06 PM(UTC-7)
Source App: Native Messages
Body:
U are clearly in a bad frame of mind tonight

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:59:17 PM(UTC-7)
Source App: Native Messages
Body:
No i am not

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 8:59:31 PM(UTC-7)
Source App: Native Messages
Body:
If you want to send it back I will set that up for Monday . For real

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:59:37 PM(UTC-7)
Source App: Native Messages
Body:
I am a business owner that iwants to keep his business

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:59:49 PM(UTC-7)
Source App: Native Messages
Body:
Not a fucking indefensible scam

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:59:54 PM(UTC-7)
Source App: Native Messages
Body:
Keith doesnt care

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 8:59:58 PM(UTC-7)
Source App: Native Messages
Body:
You dont either

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:00:03 PM(UTC-7)
Source App: Native Messages
Body:
So tell me your decision

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:00:05 PM(UTC-7)
Source App: Native Messages
Body:
I need longevity

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:00:21 PM(UTC-7)

Source App: Native Messages

Body:

Ok I am sending it back on Monday

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:00:22 PM(UTC-7)

Source App: Native Messages

Body:

Tell me how you defend this insanity

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:00:30 PM(UTC-7)

Source App: Native Messages

Body:

Give me a good reason?

From: + [REDACTED] 7787 Terrance Selb

Timestamp: 7/25/2025 9:00:35 PM(UTC-7)

Source App: Native Messages

Body:

For real

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:00:43 PM(UTC-7)

Source App: Native Messages

Body:

What Kendal amd william told me scred me

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:00:59 PM(UTC-7)

Source App: Native Messages

Body:

We have him in our palms for a milliom

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:01:07 PM(UTC-7)

Source App: Native Messages

Body:

Not for two - not yet

From: + [REDACTED] 7787 Terrance Selb

Timestamp: 7/25/2025 9:01:08 PM(UTC-7)

Source App: Native Messages

Body:

What are you talking about?

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:01:16 PM(UTC-7)

Source App: Native Messages

Body:

Lets get his passport back first

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:01:49 PM(UTC-7)

Source App: Native Messages

Body:

He is having second thoughts about our ex employees who told him we are a scam

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:01:52 PM(UTC-7)
Source App: Native Messages
Body:
Ask william

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:01:59 PM(UTC-7)
Source App: Native Messages
Body:
And we could deliver

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:02:08 PM(UTC-7)
Source App: Native Messages
Body:
And then charge him 1.2

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:02:19 PM(UTC-7)
Source App: Native Messages
Body:
Conversation over. I am having it returned on Monday and will tell him that I decided that we didn't need it after all. I will personally call him and handle it

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:02:20 PM(UTC-7)
Source App: Native Messages
Body:
Or we could keith it and not gibe a fuck

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:02:27 PM(UTC-7)
Source App: Native Messages
Body:
Good

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:02:53 PM(UTC-7)
Source App: Native Messages
Body:
I need sustainability

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:02:55 PM(UTC-7)
Source App: Native Messages
Body:
That's that

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:02:57 PM(UTC-7)
Source App: Native Messages
Body:
Keith does not

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:03:01 PM(UTC-7)
Source App: Native Messages
Body:
You do not


From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:03:07 PM(UTC-7)
Source App: Native Messages
Body:
I get that

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:03:11 PM(UTC-7)
Source App: Native Messages
Body:
But I do

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:03:39 PM(UTC-7)
Source App: Native Messages
Body:
Why are you still texting about this? Decision is made. Done

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:04:43 PM(UTC-7)
Source App: Native Messages
Body:
Its just interesting how you want this money NOW when keith is committing total fraud

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:05:12 PM(UTC-7)
Source App: Native Messages
Body:
I get it inwould want the same thing in your position

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:05:20 PM(UTC-7)
Source App: Native Messages
Body:


From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:05:27 PM(UTC-7)
Source App: Native Messages
Body:
I am signing off it's been a very long week have a good trip

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:05:37 PM(UTC-7)
Source App: Native Messages
Body:
Reel that fucker in

From: + [REDACTED] 1010 Tyler Bennett (owner)

Timestamp: 7/25/2025 9:05:45 PM(UTC-7)
Source App: Native Messages
Body:
He will ruin this business

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:06:10 PM(UTC-7)
Source App: Native Messages
Body:
Or we will be partners a long time

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:09:16 PM(UTC-7)
Source App: Native Messages
Body:
I can't take this tonight

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:09:19 PM(UTC-7)
Source App: Native Messages
Body:
Stop

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:10:46 PM(UTC-7)
Source App: Native Messages
Body:
Il just telling the truth

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:11:03 PM(UTC-7)
Source App: Native Messages
Body:
If unwant me to buy u need to convince me this is sustainable

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:11:28 PM(UTC-7)
Source App: Native Messages
Body:
Upselling is - stealing money from rubes is ... to a point

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:11:29 PM(UTC-7)
Source App: Native Messages
Body:
Fuck you there is no buy out

From: + [REDACTED] 1010 Tyler Bennett (owner)
Timestamp: 7/25/2025 9:11:40 PM(UTC-7)
Source App: Native Messages
Body:
Keith doesn't gibe a shit

From: + [REDACTED] 7787 Terrance Selb
Timestamp: 7/25/2025 9:11:41 PM(UTC-7)
Source App: Native Messages

GX 616

**Declaration of Gregory
Coront, Consumer**

FTC-ATS-3233 to -3240

DECLARATION OF GREGORY CORONT**PURSUANT TO 28 U.S.C. § 1746**

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2
3 I, Gregory Coront, have personal knowledge of the facts and matters set forth below. If
4 called as a witness, I could and would testify as follows:

5 1. I am over 18 years old, and I live in Media, Pennsylvania.

6 2. In March 2025, I received a phone call from an unknown number. The caller
7 identified himself as Eric Dalton with American Tax Services. I initially thought it was a spam
8 call, because I had never heard of American Tax Services, but Mr. Dalton had all of my personal
9 information. He accurately told me my social security number, my wife's social security number,
10 our address, banking information, and exactly how much we owed the IRS and from what years.
11 My taxes had been filed incorrectly in 2018 and 2019, leading to an outstanding balance with the
12 IRS that I have had a hard time settling.

13 3. Mr. Dalton told me that I needed to pay an initial deposit of \$500, after which he
14 could tell me about a program to drastically reduce or even eliminate the amount I owed the IRS.
15 I paid American Tax Services over the phone, and Mr. Dalton described what they could do for
16 me. He told me that there was a tax forgiveness program that ended on April 15, 2025, which
17 they would use to reduce my balance with the IRS by 99% or even 100%.

18 4. Mr. Dalton informed me that American Tax Services would charge \$29,000 for
19 their services, but the settlement money I paid the IRS would come out of that amount as well.
20 He told me that if they successfully negotiated my IRS balance down to a lower amount, they
21 would refund me the difference. I told him that I did not have that much money on hand, so we
22 agreed on a lower amount of \$18,205 instead. I agreed to pay the lowered balance in two
23 installments. The first half was charged on my credit card that day.

24 5. On or about April 3, Dan Miller from American Tax Services emailed me
25 informing me that they had begun working with an IRS agent named Mr. Patrick. They claimed
26 this agent would be handling my case. However, they did not provide an office address nor a
27 badge number for this agent.

28

1 6. On or about April 15, Mr. Dalton called me again and told me that I needed to
2 pay the second half of their service fee. I told him that I still did not have the full amount on
3 hand. I am retired and live in most part on social security. He told me that they would not start
4 working on my account until the balance was paid in full. I asked where this policy had come
5 from, and he told me he had informed me of that policy upfront. I told him I had no memory of
6 that during our previous phone call.

7 7. I agreed to have American Tax Services charge what they could to my credit card,
8 and that I would pay the rest when I could pay off my credit card balance. Mr. Dalton was not
9 happy with this, and asked me to give him the phone number on the back of my credit card. He
10 called the number with me on the line and asked my credit card company to increase my credit
11 limit. My bank would not increase the limit to the amount he asked for, but did increase it by
12 \$1,000. American Tax Services charged the maximum amount they could to my card. They also
13 tried to add an additional \$1,000 to my bill for my 2024 taxes. I told Mr. Dalton that I had not
14 asked for them to do my 2024 taxes, and had actually already filed them. I had no need for their
15 services. He insisted they needed to do my taxes, but eventually removed the charge from my bill
16 after I refused to pay them \$1,000 for a service I had already completed with a local tax filer.

17 8. By mid-July, I had not received any updates on my case. I called Eric Dalton on
18 his direct line to ask for an update on my accounts. Even though Eric had told me it was his
19 direct line, Dan Miller answered and said he could handle any questions I had. Mr. Miller
20 informed me that they needed another \$10,000 so American Tax Services could do my wife's and
21 my taxes for the next 5 years. He informed me that we would be in probation with the IRS during
22 that time. If there were any mistakes in the next 5 years on any of my tax forms, the IRS would
23 expect me to pay all of the money they had removed in this settlement. As he described these
24 terms, he made it seem as though the settlement with the IRS had been reached and finalized. I
25 told Mr. Miller that I already have someone local who does my taxes. I did not want American
26 Tax Services to do my taxes instead.

27 9. Mr. Miller said that if I did not agree to let American Tax Services do my taxes for
28 five years, it would void the contract I had with them. I asked where in my contract with them

1 does it say that, and he could not point to that policy anywhere. Mr. Miller then said they would
2 reduce the amount down to \$4,500. I was worried about the settlement falling through, so I
3 agreed for them to charge the \$4,500 to my debit card. I later noticed that they had withdrawn the
4 funds directly from my bank account instead of charging it to my debit card, which I had not
5 authorized them to do.

6 10. Mr. Miller said that I also still owed the IRS between \$500 and \$4,000, but it
7 would come out of what I had already paid American Tax Services. I was confused about why it
8 was such a wide range. I asked Mr. Miller, if my account is already settled how do they not know
9 how much I owe. Mr. Miller could not give me a straight answer to that question.

10 11. On or around July 16, I received an Additional Services Agreement reflecting the
11 additional \$4,500 payment and stating, “No Further Billing,” meaning that my account with
12 American Tax Services had been paid in full. I understood this to mean that my account with the
13 IRS had been settled. A true and accurate copy of this letter is attached to this declaration as
14 Attachment A.

15 12. On or around July 17, a woman named Angelica Gonzalez from American Tax
16 Services called me. She told me she needed more information to file my taxes and settle my
17 account. She sent me a form to fill out of what my income was, typical expenses, utilities, the
18 value of all of my assets and jewelry, and lots of other financial information. She also wanted
19 bank account numbers for myself and my wife, and bank statements from the last 3 months. Ms.
20 Gonzalez claimed this was to close my case with the IRS. I repeated that I have a paid in full
21 letter for my account, and she replied that I was mistaken—my account was not closed. She
22 claimed they were missing my 2019 tax return as well. I sent them all of the information they
23 asked for. I just wanted this ordeal to be over with.

24 13. I had to order the 2019 tax information myself at Ms. Gonzalez’ instruction, with
25 the delivery address as American Tax Services. She said that once they received those forms,
26 they would be able to finally settle my account.

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1 14. In August, I received a letter from the IRS that American Tax Services had used
2 the wrong form for my 2019 taxes. The letter instructed me where to go on the IRS website to
3 find the correct form. I did so myself, and mailed the correct form directly to the IRS.

4 15. Later in August or early September, I received a call from CBE Group
5 Collections, who said they were contacted by the IRS to collect on my outstanding debt.
6 However, they told me they couldn't send me anything about my accounts unless I gave them the
7 name of my Power of Attorney. They claimed they had never heard of American Tax Services. I
8 told them about my paid in full letter, and the 2019 tax information I had requested from the IRS.
9 The representative told me that I would need to wait for 30-60 days for the IRS to return those
10 forms, and await the IRS letter confirming settlement. That letter never arrived. I have
11 confirmation from my bank that the Department of Treasury cashed the \$30 check I sent with the
12 IRS form request, but have not received any of the documents.

13 16. My last contact with American Tax Services was at the end of September, when I
14 called Ms. Gonzalez back. She told me she could not settle the account without my 2019 tax
15 documents. I told her that I had ordered and paid \$30 for them as she had instructed, and that
16 they should have been delivered to her offices. Ms. Gonzalez told me she did not know what I
17 was talking about, and that the form had probably gone back to me. I told her that I had put their
18 address at her instruction, but she denied ever having told me that.

19 17. Every time I have attempted to contact American Tax Services since then, I have
20 been unable to get ahold of anyone. On or around October 16, the IRS sent me a letter saying
21 that the authorization of Amy Kowak as my Power of Attorney had been withdrawn. It listed
22 many tax years which I had never asked American Tax Services to handle in the first place.
23 Additionally, my Power of Attorney agreement with American Tax Services does not have this
24 person listed. I had never heard the name "Amy Kowak" before that.

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18. In total, American Tax Services has charged me \$22,205, and the amount I owe the IRS has increased significantly. They have not provided the services I contracted them for, and have caused me a great deal of stress and financial and emotional hardship.

I declare under penalty of perjury that the foregoing is true and correct.

Executed within the United States on
November 6, 2025.


Case 2:25-cv-01894-GMN-EJY Document 63-1 Filed 11/21/25 Page 31 of 78

Gregory Coront

Attachment A



AMERICAN TAX SERVICE

Additional Charges For 5 Yr monitoring

ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: Greg Coront CASE: 920002 SSN [REDACTED] DOB: [REDACTED]

The Service Agreement ("the Agreement") entered into on 07/16/2025 by and between GREG CORONT ("Client") and AMERICAN TAX SERVICE ("ATS"), collectively referred to as the Parties ("Parties") is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled Scope of Services is amended to add the following additional service(s):

- a. POA Extension for 5-Yr Compliance Monitoring Services
b. IRS Case Finalization (No Further Billing)

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is \$4,500.00.

Section 4 of the Agreement, entitled Service Fees, is amended to add this fee and the payment schedule set forth in the Agreement amended as follows:

Payment Date: 07/16/2025 Payment Amount: \$4,500.00 Payment Method: ACH (Details Below)

All other provisions of the Agreement, not herein modified, remain in effect and are not changed.

3. BILLING AUTHORIZATION

Form with fields for Bank Name, Card-holder Name, Account Number, Routing Number, Billing Address, City, State, Zip Code. Includes name Greg J Coront.

I, Greg J Coront, authorize American Tax Service (ATS) and/or any of its affiliates, agents, strategic partners or associates to charge my Checking ending in [REDACTED] the details of which are more fully set forth in Section 5 of the Agreement or an Authorization on file with ATS, as set forth in the above payment schedule and subject to the following terms.

I understand and agree that all services provided by ATS are subject to the terms of the service agreement between Greg Coront and ATS and that the sole basis for refunds of charges is as provided in that agreement.

I understand and agree that in the event a payment needs to be moved or modified, I need to contact ATS in writing not less than 30 days before the day the payment is scheduled to run and that writing shall be sufficient authorization for the moved payment.







FTC Declaration

Final Audit Report

2025-11-07

Created:	2025-11-06
By:	James Evans (jevans1@ftc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnxkP_WXLYbHBbPja5PpsxEk6_sM1YLoD

"FTC Declaration" History

-  Document created by James Evans (jevans1@ftc.gov)
2025-11-06 - 6:23:14 PM GMT
-  Document emailed to [REDACTED] for signature
2025-11-06 - 6:24:51 PM GMT
-  Email viewed by [REDACTED]
2025-11-07 - 1:26:10 AM GMT
-  Signer [REDACTED] entered name at signing as Gregory J Coront
2025-11-07 - 1:28:49 AM GMT
-  Document e-signed by Gregory J Coront ([REDACTED])
Signature Date: 2025-11-07 - 1:28:51 AM GMT - Time Source: server
-  Agreement completed.
2025-11-07 - 1:28:51 AM GMT

GX 617

**Declaration of Lisa
Polak-Dean, Consumer**

FTC-ATS-3241 to -3248

DECLARATION OF LISA POLA DEAN
PURSUANT TO 28 U.S.C. § 1746

I, Lisa Polak-Dean, have personal knowledge of the facts and matters set forth below. If called as a witness, I could and would testify as follows:

1. I am over 18 years old, and I live in Englewood, New Jersey.
2. Starting around December 2024 or January 2025, I began receiving mailers from a company called American Tax Services LLC. The mailers claimed that American Tax Services is a company that works closely with the IRS to help consumers lessen or even eliminate outstanding tax balances with the IRS. I had been considering hiring a company that could help me with my outstanding tax obligations, so I decided to look into American Tax Services. I looked them up on the Better Business Bureau, and saw that there were no complaints about the company there or anywhere else I could find. They seemed like a legitimate company that could help me reduce my outstanding tax balance. On or around February 7, 2025, I decided to call them and learn more.
3. I called the number on one of the mailers and spoke to a representative named Mike with American Tax Services. Mike and I spoke for several hours about the services American Tax Services offers and about my specific situation. Mike told me that American Tax Services had helped him with his IRS issues, and was so impressed with them that he had joined the company. Mike assured me that American Tax Services could reduce the amount I owed the IRS by 75-100%. He claimed that they work closely with the IRS, as if they were partner organizations. Mike told me they would enroll me in a program that was in place because of President Trump's tax reform, which would allow me to get such a large reduction in what I owed the IRS.
4. Mike told me that the fee for their services would be \$4,075.00. I told him I could not pay all of that upfront, and we agreed to a payment plan. I paid American Tax Services \$250.00 that day. Mike promised they would do an initial health check on my tax situation, and that I would receive a call from one of their attorneys with next steps in the next 5-7 business days.

1 5. Over the summer, my account manager informed me that my 2021 federal taxes
2 had been filed. However, I have not received any paperwork or confirmation to prove that my
3 taxes have been filed. They also filed my state taxes for 2021, 2023, and 2024. However, they
4 omitted my property taxes when they filed those documents, so I now the state of New Jersey
5 more than I did when I hired American Tax Services.

6 6. From my initial contact with American Tax Services until now, I have spoken to
7 several individuals: Scott Taylor, Melody Nunez, Amari Muhammad, and an individual named
8 George. I have contacted the IRS directly several times, and despite the claims made to me by
9 American Tax Services, the IRS has never been contacted by the company. In July, the IRS
10 began sending me letters of intent to levy my property due to missed payments. American Tax
11 Services representatives, when I could get a hold of them, simply assured me that the IRS was
12 making empty threats.

13 7. After calling many times to talk with someone about the IRS's threats to levy my
14 property, I was able to get through and speak to Amari Muhammad on or around September 10,
15 2025. Amari told me she had just been given my account, and was now my account manager.
16 Amari initially told me that the IRS was making empty threats, and that they were handling my
17 account as promised. Still, she said I needed to make a good faith payment of \$486.00 to the IRS
18 by September 20, 2025. After that, she would set me up with a payment plan to pay off the rest
19 of what I owed the IRS. I asked what had happened to the supposed program that would reduce
20 my balance by 75-100%. Amari told me that now, I had to make this initial good faith payment in
21 order to be eligible for the program.

22 8. I agreed to make a payment on September 19, after my next payday. Amari
23 promised to call me back on that day and walk me through making a payment. I never heard
24 from Amari again. I called back many times from September 19 to September 22, but no one
25 answered the phone. Finally, I left a message saying that if they did not return my call, I would
26 report their company to the Attorney General. I was finally contacted on September 22 by a man
27 named George, who said he was a manager at American Tax Services. George walked me
28 through the process to make the \$486.00 payment to the IRS. He told me that a new case

1 manager, Melody Nunez, would be taking over my case. He promised that she would follow up
2 with me for next steps on September 24. That was the last contact I have had with American Tax
3 Services. They have not picked up or returned my calls since then. I decided to submit a
4 complaint to the Federal Trade Commission on October 20, 2025. A true and correct copy of my
5 complaint is included as Attachment A to this declaration.

6 9. I am currently unable to check the status of my account with American Tax
7 Services, and I do not know if any of my taxes from 2021, 2023, or 2024 have been filed.
8 American Tax Services did not do any of the work that I contracted with them to do and have
9 caused financial and emotional harm. They charged \$4,075.00 for services they did not render. I
10 also now owe the state of New Jersey for three tax years, even though I did not owe the state any
11 money when I hired American Tax Services.

12
13 I declare under penalty of perjury that the foregoing is true and correct.

14 Executed within the United States on
15 October 26, 2025.

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18 Lisa Polak-Dean (Oct 26, 2025 05:39:17 EDT)

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Lisa Polak-Dean

Attachment A

Lisa P. Polak-Dean

[REDACTED]

[REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Date: October 20, 2025

To:

Federal Trade Commission
600 Pennsylvania Ave NW, CC-6316/1144
Washington, DC 20580

Attorney General Aaron D. Ford
Consumer Advocate Ernest D. Figueroa
Office of the Nevada Attorney General
8945 W. Russell Road, Suite 204
Las Vegas, NV 89148

Subject: Formal Complaint Regarding Fraudulent Tax Services – American Tax Services LLC

Dear Sir or Madam,

I am submitting this formal complaint to report serious misconduct, negligence, and potential fraud perpetrated by American Tax Services LLC, located at 101 Convention Center Drive, Suite 1200, Las Vegas, NV 89109.

In February 2025, I retained this company for the preparation and filing of my federal and state tax returns for tax years 2021, 2023, and 2024, and paid a total of \$4,075.00 for their services. They also claimed they would enroll me in a federal tax relief program for back taxes owed to the IRS, citing special provisions “reinstated” under the prior presidential administration. This representation proved to be false and misleading.

Summary of Issues:

1. Failure to File and Provide Copies of Returns:

- To date, I have not received copies of my 2023 or 2024 tax returns and have no confirmation they were ever filed.
- Despite multiple requests, the company failed to provide my records or respond to inquiries.

2. Incorrect State Tax Filings:

- My New Jersey State Income Tax returns were filed incorrectly, excluding significant property tax payments that should have reduced my tax liability.
- Omitted Property Taxes:
 - 2021: \$ [REDACTED]
 - 2023: \$ [REDACTED]
 - 2024: \$ [REDACTED]

3. **Resulting Financial Harm:**

- I received multiple debt notices from both the IRS and the New Jersey Division of Taxation.
- I was forced to independently arrange an IRS payment plan of \$ [REDACTED]/month, beginning September 22, 2025.
- I currently owe:
 - \$ [REDACTED] (2021 NJ taxes)
 - \$ [REDACTED] (2023 NJ taxes)
 - [Balance for 2022 pending confirmation]

4. **Company Shutdown Without Notice:**

- On October 10, 2025, I discovered — via a recorded message — that American Tax Services was shut down by court order.
- I received **no** prior notification and was left with unresolved tax issues and no access to my personal tax records or documentation.

Connection to FTC Action:

After calling American Tax Services again today and researching the matter, I reviewed the recent FTC and State of Nevada complaint (File No. 252-3026) against American Tax Services LLC et al. The complaint alleges that the company engaged in deceptive tax relief practices, including:

- Misrepresenting their ability to reduce or eliminate tax debts.
- Charging large upfront fees while providing little or no actual services.
- Falsely claiming affiliation with government programs or provisions.

My experience directly reflects the misconduct described in the FTC's filing. I was manipulated by similar misrepresentations and have suffered serious financial, emotional, and legal harm as a result.

Requested Action:

I respectfully request that your offices:

- **Include my case** in any ongoing litigation, civil enforcement, or restitution processes related to American Tax Services LLC.
- **Investigate this company** for fraudulent and deceptive practices in connection with the services they marketed and failed to deliver.
- **Assist in recovering the \$4,075.00** I paid to this company, which has resulted in harm rather than benefit.
- **Provide guidance** on correcting the inaccurate tax filings submitted on my behalf and recovering my personal documentation.

Supporting Documentation: I am prepared to provide you with the following:

- Receipts and payment records showing \$4,075.00 paid to American Tax Services
- IRS and NJ Division of Taxation notices
- Property tax payment documentation (2021, 2023, 2024)
- Copies of email and call attempts to contact the company

I am prepared to submit documentation or a sworn affidavit upon request. I am fully willing to cooperate in any investigation or legal proceedings regarding this matter.

Thank you for your time, attention, and any assistance you can provide.

Sincerely,

Lisa P. Polak-Dean







FTC Declaration

Final Audit Report

2025-10-26

Created:	2025-10-25
By:	James Evans (jevans1@ftc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXdmEdSjJAplis94Dro4e_MsG4_Edy1O5

"FTC Declaration" History

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-  Document emailed to [REDACTED] for signature
2025-10-25 - 7:54:00 PM GMT
-  Email viewed by [REDACTED]
2025-10-26 - 9:22:00 AM GMT
-  Signer [REDACTED] entered name at signing as Lisa Polak-Dean
2025-10-26 - 9:39:15 AM GMT
-  Document e-signed by Lisa Polak-Dean ([REDACTED])
Signature Date: 2025-10-26 - 9:39:17 AM GMT - Time Source: server
-  Agreement completed.
2025-10-26 - 9:39:17 AM GMT

GX 618

**Declaration of Bagdasar
Tergevorkyan,
Consumer**

FTC-ATS-3249 to -3256

DECLARATION OF AGDASAR TERGE OR YAN

PURSUANT TO 28 U.S.C. § 1746

2
3 I, Bagdasar Tergevorkyan, have personal knowledge of the facts and matters set forth
4 below. If called as a witness, I could and would testify as follows:

5 1. I am over 18 years old, and I live in Glendale, California.

6 2. In or around November 2024, I received a letter in the mail from what appeared to
7 be the IRS. It stated that I was behind on my tax obligations, and that my property and assets
8 would soon be seized if I did not take action. I was very alarmed, and I called the number on the
9 mailer to get some answers. I was under the impression I was calling the IRS.

10 3. I was bounced around to several departments until they referred me to a company,
11 American Tax Service. They said this company would help me settle my outstanding payments
12 with the IRS. American Tax Service told me about a debt relief program they would enroll me in
13 which would significantly reduce or even eliminate the amount I owed the IRS. They told me to
14 give them power of attorney and a \$595 down payment so they could look into my accounts and
15 see what was going on. I agreed to pay that amount in two installments, one for the initial
16 information gathering from the IRS, and the rest when they fully analyzed my accounts.

17 4. About a week or so later, American Tax Service called me back. They told me that
18 they had investigated my accounts and knew exactly what they needed to do to settle what I
19 owed the IRS to a much lower amount. They also said I would need to fill out a large stack of
20 forms so they had all the information they needed. They told me the program would take about
21 six months and cost around \$30,000. They wanted to start with a monthly installment, but I told
22 them that I needed to meet them in person before agreeing to everything. The representative was
23 hesitant about the idea, saying they usually did all of their business over the phone. When I
24 insisted, they agreed to set up an office visit to their Los Angeles location.

25 5. On December 26, 2024, I went to their office in Los Angeles for my appointment.
26 The office seemed very legitimate—many people working in cubicles, nice offices, etc. I met
27 with a man named Sean Peace. He walked me through every element of the contract. He told me
28 that American Tax Service would bring my IRS balance down to almost nothing, provide liability

1 coverage, IRS Revenue officer protection, handle IRS process hearings, and tax resolution for
2 my state taxes. In addition, the charge would include 5 years of tax monitoring and filing. Five to
3 six people would be handling my case as a team. They seemed very official and trustworthy. I
4 agreed to their overall fee of \$30,586, and we set up a monthly payment plan. Sean charged the
5 first installment as we were in the office. A true and correct copy of my contract is attached as
6 Attachment A.

7 6. My case manager, Bruno Ramirez, was in contact with me almost every week at
8 first. He told me what they were working on, and assured me that things were progressing.
9 Around February 2025, he told me I needed to fill out a detailed questionnaire of my current
10 financial situation including the last three months of bank statements. I did so, and sent the
11 questionnaire back. Once I returned the questionnaire, though, Bruno stopped reaching out to me
12 and did not answer my calls.

13 7. After several weeks of no answers, I called Sean Peace's direct line. I asked him
14 why Bruno had stopped answering after I had sent in all of this information. He apologized and
15 assured me a new case manager would be reaching out to me soon. I also told him that I was still
16 getting letters from the IRS about outstanding payments. He assured me that I did not need to
17 worry about those, and instructed me to forward all letters of that nature to American Tax Service
18 for them to handle.

19 8. From then on, I only heard from American Tax Service when my next payment
20 was due, when they would ask if everything was set for them to withdraw the next amount.

21 When I asked for updates, they always said they were in hearings or appeals with the IRS. They
22 did not provide any actual proof that they were working on anything. At one time, I asked for a
23 delay in that month's payment because I was going through medical issues and had unforeseen
24 expenses. They told me to send the medical bills to them, claiming it would help with the
25 settlement process with the IRS to see that I had these expenses.

26 9. Once my final payment went through, though, they suddenly vanished. They no
27 longer called me for updates, and I could not get ahold of anyone on the phone or via email. I
28 asked repeatedly for Sean Peace to call me back.

1 10. Eventually, I got a call from someone named Andy, who said they were from
2 American Tax Service and that they were the assistant of someone named Michael Herrington.
3 They said that my account had gotten red flagged, and that there was an emergency I needed to
4 talk with Michael about. I told them that I was at work, and could not talk to them at that time.
5 e scheduled a time to call in a week.

6 11. Just a day or two later, Michael Herrington called me again, saying they could not
7 wait for the following week. I asked why Sean Peace was not answering my calls all of the
8 sudden. Michael told me that he was Sean's boss, and that my case had been elevated to him now
9 that it was red flagged as a high dollar deficit. I asked how it was possible for my case to be red
10 flagged when I had contracted with them a year ago to settle my balance. He just kept insisting
11 that this was a major problem, that the IRS had changed policies and was coming down hard on
12 people with high balances. He told me that I needed to act quickly to avoid something very bad
13 from happening, and that they needed an additional \$30,000 for that service.

14 12. I told him I could not agree to that without thinking about it first, but he kept
15 insisting I had to act immediately. I still refused and told him I would decide after having time to
16 think. After hanging up with Michael, I called Sean Peace again, but he did not answer. I called
17 Bruno Ramirez, who told me that he did not see any red flags on my account. He told me I just
18 needed to fill out some paperwork, and that he would speak to Michael. The next time I reached
19 out to American Tax Service, I got an answering machine saying the business is closed due to a
20 court order.

21 13. I decided to call the IRS directly to see if they could tell me what was going on.
22 They told me that American Tax Service had not negotiated anything for me. I explained the
23 situation and informed them that I had not been getting any of their notices of outstanding debt in
24 the mail, because it had all been going to American Tax Service. I still owed all the money I had
25 owed before hiring American Tax Service, plus a year of late fees and interest. I am negotiating
26 now directly with the IRS, but the process is complicated, and I cannot afford to hire additional
27 representation because of the position American Tax Service put me in.


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14. In total, I have paid American Tax Service \$30,586 for services they did not provide, and they tried to charge an additional \$30,000 for an emergency that was not real. I am also in a worse position with the IRS than I was before I hired American Tax Service.

I declare under penalty of perjury that the foregoing is true and correct.

Executed within the United States on
November 20, 2025.


Bagdasar Bobby Ter-Gevorkyan (Nov 20, 2025 11:22:59 PST)

Bagdasar Tergevorkyan

Attachment A



ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: Bagdasar Tergevorkyan CASE: 910774 SSN: [REDACTED] DOB: [REDACTED] 1983

The Service Agreement ("the Agreement") entered into on 12/17/24 by and between BAGDASAR TERGEVORKYAN ("Client") and AMERICAN TAX SERVICE ("ATS"), collectively referred to as the Parties ("Parties") is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled Scope of Services is amended to add the following additional service(s):

- a. IRS RESOLUTION FOR TAX YEARS: 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024
i. IRS tax liability coverage up to 400K
ii. Additional Balances: 2023, 2024
b. IRS REVENUE OFFICER PROTECTION
c. HIGH DOLLAR UNIT COVERAGE
d. IRS COLLECTIONS DUE PROCESS HEARING
e. STATE OF CA TAX RESOLUTION: LIABILITY COVERAGE UP TO 70K
f. PPIA, CNC, NEGOTIATE BASED ON FINANCIALS
g. 5 TAX COMPLIANCE AND MONITOR

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is \$30,586

Section 4 of the Agreement, entitled Service Fees, is amended to add this fee and the payment schedule set forth in the Agreement is amended as follows:

12/26/2024 \$250.00

12/26/24 \$30,586

All other provisions of the Agreement, not herein modified, remain in effect and are not changed.

3. BILLING AUTHORIZATION

Bagdasar B Tergevorkyan

Bank Name

Card-holder Name

Account Number

Routing Number

Billing Address

City

State

Zip Code

American Tax Service
Case: 910774
Service Agreement
December 26, 2024

I, **Bagdasar B Tergevorkyan**, authorize American Tax Service (ATS) and/or any of its affiliates, agents, strategic partners or associates to charge my **CreditCard** ending in **XXXX-XXXX-XXXX-XXXX** the details of which are more fully set forth in Section 5 of the Agreement or an Authorization on file with ATS, as set forth in the above payment schedule and subject to the following terms.

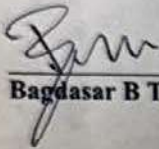
I understand and agree that all services provided by ATS are subject to the terms of the service agreement between Bagdasar Tergevorkyan and ATS and that the sole basis for refunds of charges is as provided in that agreement.

I understand and agree that in the event a payment needs to be moved or modified, I need to contact ATS in writing not less than 24 hours before the day the payment is scheduled to run and that writing shall be sufficient authorization for the moved payment.

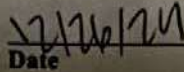
I understand and agree that in the event the payment date listed falls on a weekend, ATS may, in its sole discretion, run the payment on the next Monday.

I further understand and agree that it is my obligation to maintain sufficient funds or credit in this account to cover the scheduled charge on the date when it is due, regardless of whether it falls on a weekend or not.

I further understand and agree that if my card is processed and declines, ATS may at its discretion re-run that payment along with a collection fee of not less than \$35 and not more than 10% of the declined payment each following day until paid or this authorization is revoked



Bagdasar B Tergevorkyan



Date







Revised FTC Declaration

Final Audit Report

2025-11-20

Created:	2025-11-20
By:	James Evans (jevans1@ftc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApvFaY7TGfsSJ_Wj9qEzyBTAAaBSUfuluc

"Revised FTC Declaration" History

-  Document created by James Evans (jevans1@ftc.gov)
2025-11-20 - 7:15:35 PM GMT
-  Document emailed to [REDACTED] for signature
2025-11-20 - 7:16:16 PM GMT
-  Email viewed by [REDACTED]
2025-11-20 - 7:16:45 PM GMT
-  Signer [REDACTED] entered name at signing as Bagdasar Bobby Ter-Gevorkyan
2025-11-20 - 7:22:57 PM GMT
-  Document e-signed by Bagdasar Bobby Ter-Gevorkyan ([REDACTED])
Signature Date: 2025-11-20 - 7:22:59 PM GMT - Time Source: server
-  Agreement completed.
2025-11-20 - 7:22:59 PM GMT

GX 619

**Declaration of Kendrick
Davis, Consumer**

FTC-ATS-3257 to -3273

DECLARATION OF ENDRIC DA IS
PURSUANT TO 28 U.S.C. § 1746

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3 I, Kendrick Davis, have personal knowledge of the facts and matters set forth below. If
4 called as a witness, I could and would testify as follows:

5 1. I am over 18 years old, and I live in Denton, Texas.

6 2. In or around October 2023, I received a letter from the IRS stating that I owed
7 around \$15,000-\$20,000 in unpaid taxes. I wasn't sure how that had happened, and figured I
8 must have filed my taxes incorrectly for the years they named. I had heard commercials on the
9 radio for a company called American Tax Service, which advertised being able to help folks with
10 their complicated tax obligations. I decided to give them a call.

11 3. I called them at the number I heard on the radio and spoke with an individual
12 about my situation. The representative told me that I should assign American Tax Service power
13 of attorney, and they would look into my situation. He promised he would call me back once
14 they had figured out where my error had been, and quote me on how they could help. I agreed to
15 do so.

16 4. On or around October 30, 2023, American Tax Service called me back. The
17 representative told me that they would settle all of my outstanding tax obligations from the years
18 2019 through 2023, handle preparing my taxes from 2020 through 2023 that I had fallen behind
19 on, and prevent any legal action from the IRS in the meantime. They quoted me at \$25,000 total
20 for their services. I agreed, and signed the agreement that day. A true and correct copy of that
21 agreement is attached to this Declaration as **A A**.

22 5. Over the next several months, I received no calls from American Tax Service. I
23 called them many times to ask for updates, and only occasionally got in touch with my case
24 manager. Everyone I spoke to just assured me they were working on my case and would call with
25 an update soon.

26 6. On May 9, 2024, American Tax Service called me saying they needed to add
27 additional services to my account. I asked why they hadn't settled anything we had originally
28 agreed on in my contract, and they just said these things take time. To move forward, they

1 needed to add other services like revenue officer protection, 5 years of tax preparation
2 monitoring, protection from IRS fines, and other add-ons. They quoted these additional services
3 at an additional \$15,205. I knew other people who had gone through resolution programs like
4 this, and they had told me it could take up to a year for cases to resolve. I decided to trust the
5 process and agreed to the extra charge. A true and correct copy of that agreement is attached to
6 this Declaration as **A** .

7 7. Just like before, they did not call or update me for several months. I called them,
8 and again received the same assurances that they were working on my case. On or around July
9 22, 2024, they called me again with more services they would need to complete my contract.
10 They claimed they needed to get expedition, asset protection, and an emergency appeal IRS
11 hearing. They claimed this would be the final billing. I was upset at this point that they were
12 adding more things on with no material updates, but again, I manage a business and just wanted
13 this situation to be resolved. I agreed to their new charge of \$18,495. A true and correct copy of
14 that agreement is attached to this Declaration as **A C**.

15 8. Once more, I went several months with no updates. Then, American Tax Service
16 called a final time on or around September 9, 2024. They told me something had gone wrong,
17 and they would need another payment from me to settle the matter. My case manager told me
18 that a new IRS agent had been assigned to my case, and he was trying to bring down the hammer
19 on me, since this case had been pending for so long. They told me that the only way to avoid
20 financial summons and a court hearing was to pay them another \$64,800. I was extremely angry
21 at this point. I asked what had happened to the final billing promise from July. They told me that
22 this IRS agent was so bent on punishing me that there was nothing they could do without these
23 extra services. I insisted that I was really trusting them here, and I really needed this situation
24 resolved. They assured me over and over that after this they would settle my account and make
25 everything go away. I didn't know what else to do, so I decided to trust them and agreed to the
26 new terms. A true and correct copy of that agreement is attached to this Declaration as

27 **A D**.

28

1 9. At this point, I was assigned my third case manager. I called her every week for
2 an update. At first, she answered and repeated that they were working on my case. After a few
3 months, my calls just went to voicemail every time. I found out a few months ago that a new
4 case manager had been assigned to my case, and that the previous one no longer worked there.
5 They assured me that this new case manager just needed to get caught up, and then would call
6 me with an update.

7 10. I continued calling every other week or so, and kept getting excuses for why
8 nothing had been done yet. They told me the IRS was short-staffed and was processing
9 everything slowly. They told me another case manager had taken over and needed to get caught
10 up. This continued until I got the voice mailbox saying the company had been shut down
11 pending a court order. I called the number they had on the voicemail message, and was
12 connected with the Federal Receiver.

13 11. I have since reached out to another company to help me resolve my outstanding
14 IRS issues. I granted them power of attorney, and asked them to figure out what exactly
15 American Tax Service had accomplished since I hired them. They told me that although my taxes
16 had been filed for several of the tax years I was missing, American Tax Service had not filed
17 them until earlier this year. I had accumulated interest and penalties for almost two years after I
18 hired American Tax Service to file those taxes for me. The taxes they had filed for me may also
19 be incorrect. My taxes for 2024 were not filed at all, even though I had paid American Tax
20 Service to file them. Additionally, I now owe the IRS significantly more than I did when I hired
21 them.

22 12. In total, I have paid American Tax Service \$123,500 for services they either did
23 not render or rendered incorrectly. The balance I owe the IRS has increased significantly. They
24 have not provided the services I contracted them for and have put me in a very bad financial
25 situation.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed within the United States on
November 20, 2025.

Kendrick Davis

Kendrick Davis (Nov 20, 2025 16:11:28 CST)

Kendrick Davis







FTC Declaration

Final Audit Report

2025-11-20

Created:	2025-11-20
By:	James Evans (jevans1@ftc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZJFcATFZ3MeJTG0q6wbnvlew3vHvcyN

"FTC Declaration" History

-  Document created by James Evans (jevans1@ftc.gov)
2025-11-20 - 9:32:30 PM GMT
-  Document emailed to [REDACTED] for signature
2025-11-20 - 9:34:01 PM GMT
-  Email viewed by [REDACTED]
2025-11-20 - 10:10:16 PM GMT
-  Signer [REDACTED] entered name at signing as Kendrick Davis
2025-11-20 - 10:11:26 PM GMT
-  Document e-signed by Kendrick Davis [REDACTED]
Signature Date: 2025-11-20 - 10:11:28 PM GMT - Time Source: server
-  Agreement completed.
2025-11-20 - 10:11:28 PM GMT

Attachment A



AMERICAN TAX SERVICE

ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: KENDRICK DAVIS **CASE:** 21625 **SSN:** [REDACTED] **DOB:** [REDACTED]/1973

The Service Agreement (“the Agreement”) entered into on **DATE** by and between KENDRICK DAVIS (“Client”) and AMERICAN TAX SERVICE (“ATS”), collectively referred to as the Parties (“Parties”) is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled *Scope of Services* is amended to add the following additional service(s):

- a. Prepare and file Federal Tax Returns for 2020-2023.
- b. Prevent and or counter any collection action from the Federal Taxing Authorities.
- c. File for fully durable hardship settlement with the IRS and Tax Years 2019-2023.

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is **25,000.00**.

Section 4 of the Agreement, entitled *Service Fees*, is amended to add this fee, and the payment schedule set forth in the Agreement is amended as follows:

10/31/2023\$25,000.00

All other provisions of the Agreement, not herein modified, remain in effect and are not changed.

3. BILLING AUTHORIZATION

WELLS FARGO

KENDRICK D DAVIS

Bank Name

Card-holder Name

[REDACTED]

[REDACTED]

Account Number

Routing Number

[REDACTED]

[REDACTED]

[REDACTED]

Billing Address

City

State

Zip Code

I, **KENDRICK D DAVIS**, authorize American Tax Service (ATS) and/or any of its affiliates, agents, strategic partners, or associates to charge my **Checking** ending in [REDACTED], the details of which are more fully set forth in Section 5 of the Agreement or an Authorization on file with ATS, as set forth in the above payment schedule and subject to the following terms.

I understand and agree that all services provided by ATS are subject to the terms of the service agreement between KENDRICK DAVIS and ATS and that the sole basis for refunds of charges is as provided in that agreement.

American Tax Service
Case: 21625
Service Agreement
October 30, 2023

I understand and agree that in the event a payment needs to be moved or modified, I need to contact ATS in writing not less than 24 hours before the day the payment is scheduled to run, and that writing shall be sufficient authorization for the moved payment.

I understand and agree that in the event the payment date listed falls on a weekend, ATS may, in its sole discretion, run the payment on the next Monday.

I further understand and agree that it is my obligation to maintain sufficient funds or credit in this account to cover the scheduled charge on the date when it is due, regardless of whether it falls on a weekend or not.

I further understand and agree that if my card is processed and declined, ATS may at its discretion re-run that payment along with a collection fee of not less than \$35 and not more than 10% of the declined payment each following day until paid or this authorization is revoked.

Kendrick Davis
Kendrick Davis (Oct 30, 2023 17:38 CDT)
KENDRICK D DAVIS

Oct 30, 2023
Date

Addendum for Kendrick David#21625

Final Audit Report

2023-10-30

Created:	2023-10-30
By:	Jamie Smith (ess@atsco.tax)
Status:	Signed
Transaction ID:	CBJCHBCAABAak714rCQT-moPFxjZRb84YnS_fWEPWYPb

"Addendum for Kendrick David#21625" History

-  Document created by Jamie Smith (ess@atsco.tax)
2023-10-30 - 10:28:07 PM GMT
-  Document emailed to [REDACTED] for signature
2023-10-30 - 10:29:00 PM GMT
-  Email viewed by [REDACTED]
2023-10-30 - 10:30:35 PM GMT
-  Signer [REDACTED] entered name at signing as Kendrick Davis
2023-10-30 - 10:37:58 PM GMT
-  Document e-signed by Kendrick Davis ([REDACTED])
Signature Date: 2023-10-30 - 10:38:00 PM GMT - Time Source: server
-  Agreement completed.
2023-10-30 - 10:38:00 PM GMT

Attachment



ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: KENDRICK DAVIS **CASE:** 21625 **SSN:** [REDACTED] **DOB:** [REDACTED]/1973

The Service Agreement (“the Agreement”) entered into on **5/9/2024** by and between KENDRICK DAVIS (“Client”) and AMERICAN TAX SERVICE (“ATS”), collectively referred to as the Parties (“Parties”) is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled *Scope of Services* is amended to add the following additional service(s):

- a. Revenue Officer protection
- b. Penalty Abatement
- c. Inclusion up to 250K
- d. 5 Yr. Tax Prep & Monitoring

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is **\$15,205.00**.

Section 4 of the Agreement, entitled *Service Fees*, is amended to add this fee and the payment schedule set forth in the Agreement is amended as follows:

All other provisions of the Agreement, not herein modified, remain in effect, and are not changed.

3. BILLING AUTHORIZATION

Harmony Bank Bank Name RT: [REDACTED]	KENDRICK D DAVIS Card-holder Name ACCT: [REDACTED]				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Account Number [REDACTED] </td> <td style="width: 50%; vertical-align: top;"> Routing Number [REDACTED] </td> </tr> </table>		Account Number [REDACTED]	Routing Number [REDACTED]		
Account Number [REDACTED]	Routing Number [REDACTED]				
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Billing Address</td> <td style="width: 17%;">City</td> <td style="width: 17%;">State</td> <td style="width: 33%;">Zip Code</td> </tr> </table>		Billing Address	City	State	Zip Code
Billing Address	City	State	Zip Code		

I, **KENDRICK D DAVIS**, authorize American Tax Service (ATS) and/or any of its affiliates, agents, strategic partners or associates to charge my **Checking** ending in [REDACTED], the details of which are more fully set forth in Section 5 of the Agreement or an Authorization on file with ATS, as set forth in the above payment schedule and subject to the following terms.

I understand and agree that all services provided by ATS are subject to the terms of the service agreement between KENDRICK DAVIS and ATS and that the sole basis for refunds of charges is as provided in that agreement.

I understand and agree that in the event a payment needs to be moved or modified, I need to contact ATS in writing not less than 24 hours before the day the payment is scheduled to run and that writing shall be sufficient authorization for the moved payment.

American Tax Service

Case: 21625

Service Agreement

May 9, 2024

I understand and agree that in the event the payment date listed falls on a weekend, ATS may, in its sole discretion, run the payment on the next Monday.

I further understand and agree that it is my obligation to maintain sufficient funds or credit in this account to cover the scheduled charge on the date when it is due, regardless of whether it falls on a weekend or not.

I further understand and agree that if my card is processed and declines, ATS may at its discretion re-run that payment along with a collection fee of not less than \$35 and not more than 10% of the declined payment each following day until paid or this authorization is revoked

Kendrick Davis

KENDRICK D DAVIS

Date

Attachment



ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: KENDRICK DAVIS CASE: 21625 SSN: [REDACTED] DOB: [REDACTED]/1973

The Service Agreement ("the Agreement") entered into on 07/22/2024 by and between KENDRICK DAVIS ("Client") and AMERICAN TAX SERVICE ("ATS"), collectively referred to as the Parties ("Parties") is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled Scope of Services is amended to add the following additional service(s):

- a. Emergency Appeal- 911 Hearing
b. Collection and Appeals Request
c. Asset Protection- (Specifically real property, bank accounts, and money market accounts)
d. Case Expedition
e. Case Finalization and Final Billing

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is \$18,495.00.

Section 4 of the Agreement, entitled Service Fees, is amended to add this fee and the payment schedule set forth in the Agreement is amended as follows:

- 1. 07/22/2024 \$18,495.00

All other provisions of the Agreement, not herein modified, remain in effect and are not changed.

3. BILLING AUTHORIZATION

HARMONY BANK

KENDRICK D DAVIS

Bank Name

Card-holder Name

[REDACTED]

[REDACTED]

Account Number

Routing Number

[REDACTED]

[REDACTED]

[REDACTED]

Billing Address

City

State

Zip Code

I, KENDRICK D DAVIS, authorize American Tax Service (ATS) and/or any of its affiliates, agents, strategic partners or associates to charge my Checking ending in [REDACTED], the details of which are more fully set forth in Section 5 of the Agreement or an Authorization on file with ATS, as set forth in the above payment schedule and subject to the following terms.

I understand and agree that all services provided by ATS are subject to the terms of the service agreement between KENDRICK DAVIS and ATS and that the sole basis for refunds of charges is as provided in that agreement.

American Tax Service

Case: 21625

Service Agreement

July 22, 2024

I understand and agree that in the event a payment needs to be moved or modified, I need to contact ATS in writing not less than 24 hours before the day the payment is scheduled to run and that writing shall be sufficient authorization for the moved payment.

I understand and agree that in the event the payment date listed falls on a weekend, ATS may, in its sole discretion, run the payment on the next Monday.

I further understand and agree that it is my obligation to maintain sufficient funds or credit in this account to cover the scheduled charge on the date when it is due, regardless of whether it falls on a weekend or not.

I further understand and agree that if my card is processed and declines, ATS may at its discretion re-run that payment along with a collection fee of not less than \$35 and not more than 10% of the declined payment each following day until paid or this authorization is revoked

Kendrick Davis

07/22/2024

KENDRICK D DAVIS

Date

Attachment



ADDITIONAL SERVICES AGREEMENT

CLIENT NAME: KENDRICK DAVIS CASE: 21625 SSN: [REDACTED] DOB: [REDACTED]/1973

The Service Agreement ("the Agreement") entered into on 9/9/2024 by and between KENDRICK DAVIS ("Client") and AMERICAN TAX SERVICE ("ATS"), collectively referred to as the Parties ("Parties") is hereby revised by mutual consent as set forth below:

1. ADDITIONAL SERVICES REQUESTED

Section 2 of the Agreement, entitled Scope of Services is amended to add the following additional service(s):

- a. FINANCIAL SUMMONS APPEAL 12153
b. FORM 9423 CAP HEARING

American Tax Services confirms that all fees related to this case have been accounted for and are included in this final statement. No additional charges will be applied or invoiced for this case moving forward.

2. ADDITIONAL SERVICE FEE AND REVISED PAYMENT SCHEDULE

The fee for these additional services is 64,800.00.

Section 4 of the Agreement, entitled Service Fees, is amended to add this fee and the payment schedule set forth in the Agreement is amended as follows:

\$64,800.00 on 9/9/2024

All other provisions of the Agreement, not herein modified, remain in effect and are not changed.

3. BILLING AUTHORIZATION

HARMONY BANK

KENDRICK D DAVIS

Bank Name

Card-holder Name

[REDACTED]

[REDACTED]

Account Number

Routing Number

[REDACTED]

[REDACTED]

[REDACTED]

Billing Address

City

State

Zip Code

Kendrick Davis

KENDRICK D DAVIS

Date

GX 620

Fourth Declaration of Reeve Tyndall, FTC Senior Investigator

FTC-ATS-3274 to -3280



**FOURTH DECLARATION OF REEVE TYNDALL
PURSUANT TO 28 U.S.C. § 1746 AND FED. R. EVID. 1006**

I, Reeve Tyndall, declare as follows:

1. Unless otherwise stated, I have personal knowledge of the facts in this declaration, and if called as a witness, I could and would testify to the facts stated herein.

2. I am a United States citizen. I work as a Senior Investigator for the Federal Trade Commission (“FTC”) in the Bureau of Consumer Protection’s Division of Marketing Practices. The Division of Marketing Practices investigates persons and entities that may be violating the FTC Act and other laws enforced by the FTC.

DEFENDANTS’ REAL PROPERTY

3. On November 20, 2025, I visited Zillow.com, a real estate listing website, and I located the listings for the Defendants’ homes.

a) The Defendants purchased a home in Henderson, NV for \$2.1 million on or around November 9, 2023. According to the listing, the home is 5 BDR, 5 BTH, and 5,851 SQFT. The home has a private pool with a waterfall. The HOA also includes access to a “Basketball Court, Country Club, Golf Course, Gated, Jogging Path, Barbecue, Playground, Park, Guard, Security, Tennis Court(s).” Below is a photo of the home from the last real estate listing.



1
2 b) The Defendants purchased a home in the Hollywood Hills neighborhood
3 of Los Angeles, CA for \$3.05 million on or around April 13, 2022.
4 According to the listing, the home is 4 BDR, 5 BTH, and 4,747 SQFT.
5 The home has a panoramic view of the canyon and downtown Los
6 Angeles. The home was renovated in 2018 with all new appliances. Below
7 are photos of the home from the last real estate listing.



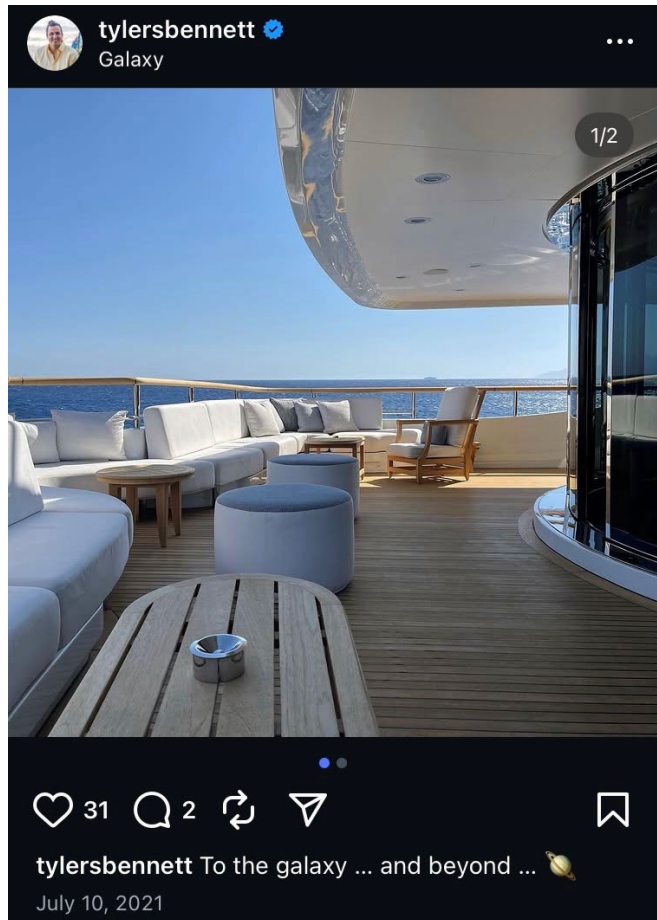
23 **DEFENDANTS' PERSONAL PROPERTY**

24 4. Pursuant to the expedited asset discovery provision of the TRO, I obtained a
25 copy of an insurance policy in the name of Tyler Bennett for \$864,855.00 in personal property,
26 including \$329,550.00 in jewelry and \$532,305.00 in fine art. According to the policy, some of
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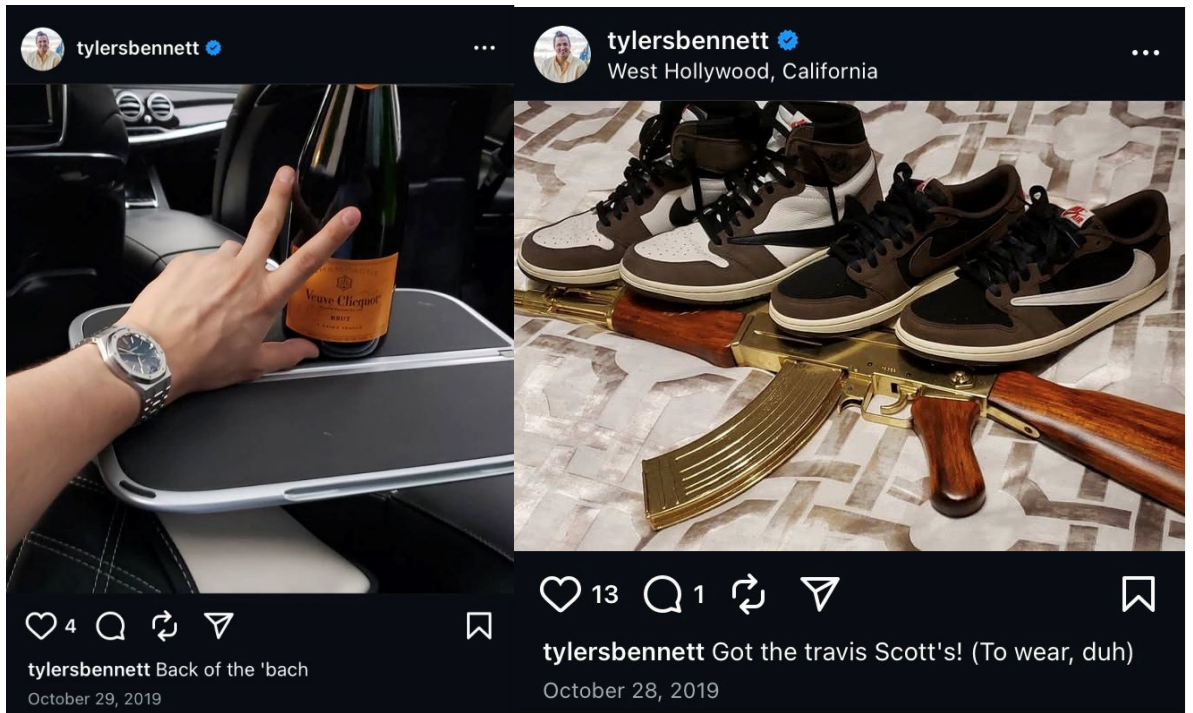
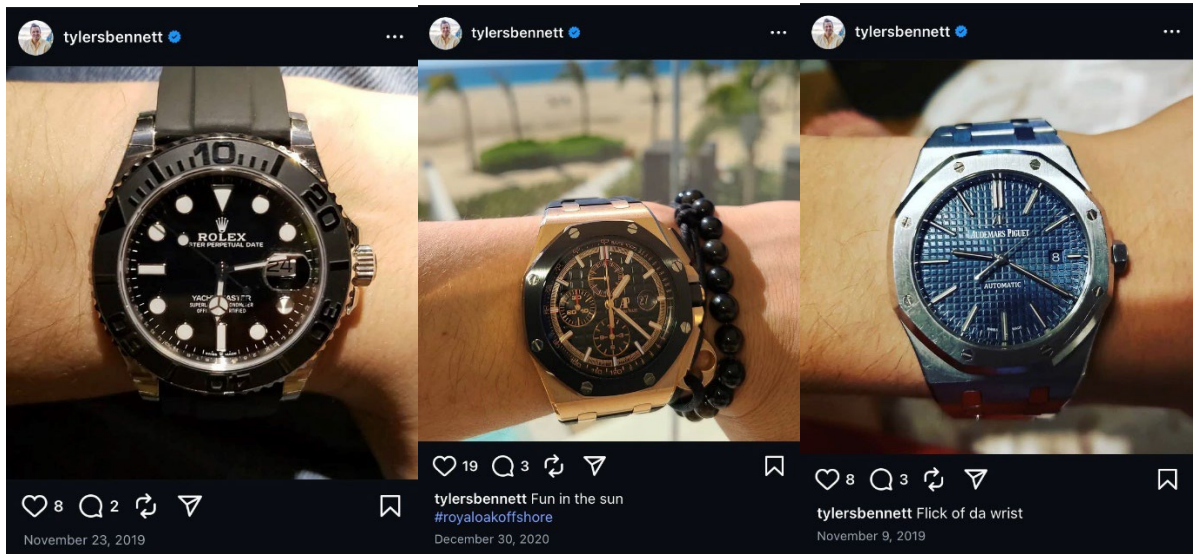
1 the insured property is in the Hollywood Hills home purchased jointly by the Defendants. Below
2 are selected items in the insurance policy:

- 3 a) \$130,000 for a “BLUE, TURQUOISE, AND WHITE HAND-BLOWN
4 GLASS CHANDELIER” by the artist “DALE CHIHULY”;
- 5 b) \$97,000 for a PATEK PHILIPPE, MODEL: NAUTILUS STAINLESS
6 STEEL / BLUE DIAL” watch; and
- 7 c) \$136,000 for a RICHARD MILLIE “RM67-01 TI AUTOMATIC
8 MOVEMENT. EXTRA FLAT. TITANIUM CASE” watch.

9 5. On November 12, 2025, I examined Tyler Bennett’s public Instagram page
10 @tylersbennett. Mr. Bennett posted various photos of himself with luxury goods, including his
11 2022 Mercedes Benz G Class SUV, his watch collection, and designer clothing. Mr. Bennett has
12 also posted photos of himself at a Las Vegas Country club, on a yacht, and in a helicopter.
13 Below are selected posts from Mr. Bennett’s Instagram account.



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6. Pursuant to the TRO, the FTC received records from Bank of America for Mr. Bennett's personal checking account (X5104). According to the statements, Mr. Bennett made the following purchases:

- a) \$3,951.20 -09/23/25 FSP*CHAPPELLET WINERY 707-286-4266 CA
- b) \$6,918.650 - 9/05/25 ABREU VINEYARDS 707-963-7487 CA
- c) \$4,517.080 - 9/03/25 ABREU VINEYARDS 707-963-7487 CA

DEFENDANTS’ FINANCIAL DISCLOSURES

7. On or around October 20, 2025, the FTC received financial disclosures from the Individual Defendants, Terrance Selb and Tyler Bennett, and Corporate Defendant Elite Sales Solutions.

8. Tyler Bennett’s financial disclosures included a handwritten “Exhibit D,” which listed transferred assets. On Exhibit D, Bennett listed, among others, the following asset transfers:

- a) \$70,000 to Alexandria Weltman in 2022 for “gift” or “alimony type”;
- b) \$15,000 to Alexandria Weltman on February 20, 2025, for “pregnancy support”;
- c) \$17,000 to Alexandria Weltman from December 2024 to March 2025 for “support” or “gifts”;
- d) Jewelry valued at \$80,000 to Alexandria Weltman in April 2025 as a “gift for pregnancy”; and
- e) \$83,333 to Alexandria Weltman on September 30, 2025, for “prepayment of child support.”

9. Bennett’s financial disclosure also noted that Alexandria Weltman is the mother of his child and that they currently live together. The disclosure also noted that Bennett owns his 2022 Mercedes Benz G Class SUV outright.

10. In his financial disclosures, Terrance Selb disclosed that he receives \$2,100 per month in Social Security payments.

11. Selb also disclosed that about two years ago, he gifted a joint investment account valued at \$950,000 to his son, Justin Selb.

12. Selb’s financial disclosure listed two current addresses; the first is an apartment on Fountain Avenue in West Hollywood, California, and the second is an apartment in Las Vegas, Nevada.

13. In his financial disclosure, Selb disclosed that he owns the following vehicles outright:

- 1 a) 2025 Cybertruck, currently valued at \$65,000;
- 2 b) 2024 Tesla SUV, currently valued at \$60,000; and
- 3 c) 2019 Tesla SUV, currently valued at \$32,000.

4 14. Selb also disclosed that he owns a 2025 Tesla SUV, valued at \$60,000, but he has
5 an outstanding balance of \$50,000 auto loan on this car. Selb claimed the monthly payment on
6 this loan is \$1,200.

7 **IMMEDIATE ACCESS**

8 15. As described in my Second Declaration, I participated in an Immediate Access of
9 the Defendants’ business premises located at 1200 Convention Center Drive, Las Vegas, NV
10 89109 on October 10, 2025. GX 594 ¶ 15-21 (3111-3116).

11 16. During the Immediate Access, FTC staff took photographs, scanned paper
12 documents, and captured electronic files stored locally on employee computers and in
13 Defendants’ Google cloud storage. GX 610 is an electronic file found on Selb’s computer in the
14 Las Vegas office. GX 611 and GX 612 are electronic documents found in Defendants’ Google
15 cloud storage.

16 17. On or around October 20, 2025, an FTC Technical Computer Forensic Examiner
17 travelled to Las Vegas and captured virtual copies of Terrance Selb’s and Tyler Bennett’s
18 iPhones. GX 613, GX 614, and GX 615 are selections of text messages found on Bennett’s
19 iPhones.

20 18. Included in the electronic files stored locally on ATS employee Rodrigo
21 DeMoraes computer was a September 2025 US Bank statement for an account in the name of
22 American Tax Service LLC. This statement included a payment of \$1,984.63 to ESP
23 Management.

24 **DEFENDANTS’ SUPPLEMENTAL PRODUCTION**

25 19. On or around November 3, 2025, Counsel for Tyler Bennett and Terrance Selb
26 provided additional financial documentation. Among this documentation was a Microsoft Word
27 document titled “Elderly Care_Housekeeping.” The document’s metadata shows the at the
28 document’s author was “terry selb,” and it shows no other users. The top of the document

