## REVIEW OF SOLO SUIT'S VIDEO ON MOTION TO COMPEL ARBITRATION

For \$27 you will lose many hundreds if not thousands of dollars depending on the size of the debt.

From the SoloSuit Website:

"Motion to Compel Arbitration

Sued for credit card debt? Our <u>Motion to Compel Arbitration</u> document is a powerful tool that makes it easy to win your debt lawsuit case **for only \$27**.

If your credit card or loan agreement includes an arbitration clause, our document is likely a great option for you. It uses the arbitration clause in your credit card agreement against the collector. This makes it more difficult and more expensive for the collector to come after you. Many debt collectors will simply give up after receiving our Motion to Compel Arbitration."

You pay \$27 and it could cost you thousands. Why? Because you will stuck having to learn the Federal Arbitration Act along with the rules of the bank arbitration you are in and will face a Solomon like recovery.

Half way through this I am going to show you how the owner of SoloSuit just ruined his whole business model.

George Simmons is at it again with videos promising things that are not based in legal reality. George looks at rules and law as nothing more than Legal Mumbo Jumbo when telling you to Seek Arbitration with an Arbitration that is founded on applicable law, the Federal Arbitration Act and the arbitration guidelines that must be followed. You will lose if you look at the rules as Legal Mumbo Jumbo.

Lawyers love legal fees. Any law firm you deal with is not going to be scared away from the many thousands to be made fighting you on any motion. The Creditor or collector will fight you and is not scared of you unless you file an Answer and a Counter Affidavit questioning both their lawsuit and the case. Arbitration takes away the fear as the creditor knows he will get something and as the rules and agreement was created by the Creditor, who do you think is going to win? Think about it.

Also, arbitrators, mediators or dispute resolution folds are all creatures of making sure both parties' win. King Solomon: This shows neutrality. No winners.

To learn more about a Motion to Compel Arbitration, check out this video:

Sued for credit card debt?

Use our Motion to Compel Arbitration.

Our Motion to Compel Arbitration is the best way to beat a credit card debt lawsuit. Many debt collectors will simply give up after receiving it.

## Let's Do It

The Premise behind George's video is that Debt Collectors will be scared of you if you file a motion to compel arbitration and that doing so will "Save you thousands of Dollars."

A Motion to Compel Arbitration is a good idea as a chip and not an initial filing. Just have to be careful not to file the Motion to far in to the litigation as it waives the right in some cases. I have won motions on both sides of that.

LOSE YOUR RIGHT TO WIN: George does not tell you the difference between a debt collector or debt buyer or is it against a creditor. Its critical to know this as you never file for that motion in my experience against a debt buyer. They have no proof they own the debt or that you owe the debt to them. So, if Midland Credit, PRA, Crown Asset, UHG or Some Private Student Loan company is suing you and you file for a motion to compel Arbitration, you lose the right to question ownership in your strongest place: The Court. Do you think an Arbitrator on Zoom from Rhode Island knows Michigan Assignment law.

## At 1:42 legal mumbo jumbo

"The bank will pay for the arbitration" it does not say that, it says that you will pay and they will pay you back. If you prevail an arbitration 2:09

Bank is not required to pay anything. George says at 2:09.

The Bank is not required to pay for anything in the agreement in the screen. It says, "if you prevail at arbitration on any claim against us, we will reimburse you for any fees paid to the Administrator in connection with the Arbitration proceeding."

**TRUTH IS**: YOU HAVE TO PAY FOR EVERYTHING AND HOPE TO WIN. Then you can ask for money back. Later says you can ask us to pay. The agreement says, "we will consider and respond to your request.

REALITY: Cost you nothing to file an Answer and Counter Affidavit. And the judge is in your neighborhood and you may know her. The rules of Court are free. Arbtration costs hundreds and there are no Rules of Evidence or Procedure. Could cost you hundreds in filing fees that you have to first pay for in Arbitration and hope that you win-not likely.

The Rules of Arbitration are separate from your constitutional or local state rights. You don't have much in the way of evidence rules, subpoena power or how to seek proof of ownership. MORE GEORGE'S LEGAL MUMBO JUMBO.

BIG MISTAKE HE MAKES: 2;25 in trial court you will lose because you don't know the rules and you have to pay for their attorney fees if you lose, Arbitration avoids that by making the collector pay. Now think about that statement. SoloSuits whole business model is selling a way to Answer a lawsuit and paying them to do it and file with the court for you and the owner of SoloSuit is telling you will lose and have to pay attorney fees and costs if you go to Court and not Arbitration.

This is what Solo Suit says on its Website:

Debt Lawsuit Response

Our primary product is the Debt Lawsuit Response, or legal written Answer. If you've been sued for debt and plan to represent yourself in court, this is the perfect way to get started with your case. How about telling people what to expect at Arbitration or how it is conducted if you are wrong that the collector is going away?

No guarantee that the Arbitrator-is a lawyer or practices law if they have a degree. It would be like George Simons being your Arbitrator.

The Arbitrator in any Arbitration will be someone from another jurisdiction who may not practice law.

**AGAIN**, Unless there is proof that the company suing you is an owner of the debt (a debt buyer does not have proof of debt ownership), don't do it. Why, because you actually legitimize the ownership by the debt buyer and you end up paying what the Arbitrator rules you owe as the rules on assignment or ownership are too nuanced for Arbitration where the Arbitrator is not an attorney.

**Arbitration is generally much quicker** than a court and there are no guarantees of your right for discovery or ferreting out the proof of the claim from the Debt Collector or Creditor that is suing you. So, contrary to George's argument that you to avoid court as Arbitration is quicker you have to believe what he says is true-that a motion to file arbitration scares debt collectors.

30 years I have not used a motion to compel arb to scare anyone. A law loves fees and does not care about your motion.

**Too much work to take a chance**. Save your \$27. Its also a lot of work and it is unregulated. Whereas courts have certain deadlines, dates set in stone to seek certain things and you can always go to Arbitration down the road, once you opt for Arbitration, you are stuck in a vortex and an early judgment against you means they get to garnish you quicker if you do not pay.

## **Another unproven statement:**

2:40 - 3:03 When you request arbitration that makes the debt collector pay for it

Not true and again, is it a debt collector, debt buyer or creditor.

3:03 - 3:21 – Arbitration makes them stop collecting from you and at the very least, settlement you're not going to get a deal below 50%-ZERO EVIDENCE OF THIS ESPECIALLY WITH A CREDITOR.

**QUICKER JUDGMENTS**: Says this will avoid getting your wages garnished. Not true, in fact the judgment is ratified in court and then the debt collector or creditor can execute on judgment.

3:50 - 3:59 - "Save you thousands of dollars" No evidence of this statement or why, The Opposite is going to be true.

Says this with no evidence. YOU HAVE TO PAY FOR EVERYTHING AND HOPE TO WIN. Then you can ask for money back. Later says you can ask us to pay. The agreement says, "we will consider and respond to your request.

Cost you nothing to file an Answer and Counter Affidavit. Could cost you hundreds in filing fees that you have to first pay for and hope that you win-not likely.