

NO. GV504584

STATE OF TEXAS,
Plaintiff

vs.

DAVID JASON WEST; ROXANA SUADI
WEST; CARLOS M. SUADI and PYDIA,
INC., DBA WWW.BANKOP.COM
Defendants.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

353 JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR
TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, THE STATE OF TEXAS, Plaintiff, acting by and through Attorney General GREG ABBOTT, filing Plaintiff's Original Petition and Application for Temporary Restraining Order complaining of and against DAVID JASON WEST; ROXANA SUADI WEST; CARLOS M. SUADI; and PYDIA, INC., DBA WWW.BANKOP.COM, ("Defendants").

FILED
SEP 30 PM 1:25
Umaria Rodriguez-Sanchez
DISTRICT CLERK
TRAVIS COUNTY, TEXAS

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 2 of Texas Rule of Civil Procedure 190.

II. NATURE OF DEFENDANTS' OPERATIONS

2. Defendants have been advertising on local radio stations KVET and KFMK, beginning on September 26, 2005, and continuing through September 30, 2005. The advertisements are for a "debt elimination" seminar at the Marriott located at 701 E. 11th Street, Austin, Texas 78701, on October 1, 2005. No business name is mentioned in the advertisement. Interested persons are told to call 888-635-6514. Callers to the 888-635-6514

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TRAVIS COUNTY, TEXAS

telephone number reach a pre-recorded message. The voice on the message identifies himself as “David West,” and states that the caller has reached the “Bank Opportunity Information Line.” “David West” states that the seminar in Austin, of which there are two sessions, a morning and an afternoon, will instruct attendees on how to eliminate their entire debt before Christmas through working with a U.S. bank. “David West” further states that the “opportunity” presented at the seminar is not debt arbitration, not debt reduction, not debt counseling, not debt consolidation, and “certainly not bankruptcy.” Exhibit 1, attached, is a transcript of the pre-recorded message at 888-635-6514 on September 29, 2005, transcribed by Rachael Holman, legal secretary in the Consumer Protection and Public Health Division of the Office of the Attorney General. Ms. Holman’s affidavit is attached as part of Exhibit 1.

3. An internet “Google” search of the 888-635-6514 telephone number leads to a website located at www.bankopp.com. The website gives an overview of the “Bank Opportunity” debt elimination program. According to the website, “David” has found a bank that is willing to loan individuals funds to pay off their debts. The bank is then willing to forgive the loans so that the individuals will have nothing to pay back. The website states that the bank is willing to do this because the bank will make a lot of money through this process due to two “little known banking processes,” “Fractional Banking” and “Forgiven Loans.” This particular “opportunity” is a “one time only project” in which the bank has

agreed to pay off \$100 million in debt. In order to participate in this “opportunity,” the individuals need only wire \$5,000.00 to “Del Sur International Holdings,” account # 2080636280. Instructions and forms for wiring funds are included on the website. Exhibit 2, attached, is a copy of the website located at www.bankopp.com as it appeared on September 30, 2005. Attached to Exhibit 2 is affidavit by Rosalinda O. Fierro, an investigator in the Consumer Protection and Public Health Division of the Office of the Attorney General. Ms. Fierro captured and printed out the website located at www.bankopp.com on September 30, 2005. Despite telling consumers on the recorded call that they are working through a “U.S. bank,” the wire instructions indicate the consumers are wiring their \$5,000.00 through U.S. banks to a bank in Panama.

III. JURISDICTION

4. This suit is brought by the ATTORNEY GENERAL through the Consumer Protection and Public Health Division in the name of the STATE OF TEXAS and in the public interest under the authority granted to him by § 17.47 of the Deceptive Trade Practices - Consumer Protection Act (“DTPA”), TEX. BUS. & COM. CODE ANN. 17.41 *et seq.* (Vernon 2002 and Supp. 2004-05).

IV. DEFENDANTS

5. Defendant DAVID JASON WEST is an individual and may be served with process by service at his home located at 32819 Kirbywood Dr, Walker, La 70785-5742. David Jason West

has reserved a room at the Marriott Hotel located at 701 E. 11th Street, Austin, TX 78701 for the night of September 30, 2005, and service of process will be attempted there.

6. ROXANA SUADI WEST is an individual and may be served with process by service at her home located at 32819 Kirbywood Dr, Walker, La. 70785-5742. Roxanna Suadi West has reserved a room at the Marriott Hotel located at 701 E. 11th Street, Austin, TX 78701, and service of process will be attempted there.

7. CARLOS M. SUADI is an individual and may be served with process by service at his home located at 3139 Harrells Lane Drive, Baton Rouge, La. 70816. Defendant CARLOS M. SUADI has reserved a room at the Marriott Hotel located at 701 E. 11th Street, Austin, TX 78701, and service of process will be attempted there.

8. PYDIA, INC. is a Louisiana corporation located at 32819 Kirby Wood Drive, Walker La. 70785. David Jason West is director of Defendant PYDIA, INC. Defendant PYDIA, INC. may be served with process by serving its director David Jason West at 32819 Kirby Wood Drive, Walker, La. 70785. David Jason West has reserved a room at the Marriott Hotel located at 701 E. 11th Street, Austin, TX 78701, and service of process will be attempted there.

V. VENUE

8. Venue of this action lies in Travis County pursuant to § 17.47(b) of the DTPA because the transactions and events giving rise to this action are occurring in Travis County.

VI. PUBLIC INTEREST

9. Because Plaintiff, STATE OF TEXAS, has reason to believe that Defendants have engaged in, and will continue to engage in the unlawful practices set forth below, Plaintiff, STATE

OF TEXAS, has reason to believe that Defendants have caused, and will cause adverse effects to legitimate business enterprise which conducts its trade and commerce in a lawful manner in this State. Therefore, the Consumer Protection and Public Health Division of the Office of the Attorney General of Texas believes and is of the opinion that these proceedings are in the public interest.

VII. TRADE AND COMMERCE

10. Defendants are engaged in “trade” and “commerce” as defined by §17.45(6) of the DTPA, in that Defendants are offering a service for sale to consumers in Travis County.

VIII. NOTICE BEFORE SUIT

11. The Plaintiff has provided notice to Defendants of its intent to file Plaintiff’s Original Petition and Application for a Temporary Restraining Order prohibiting the continued violation of the DTPA, via personal service and email on September 30, 2005. *See* Exhibit 3.

IX. ACTS OF AGENTS

12. Whenever in this Petition it is alleged that Defendants did any act or thing, it is meant that Defendants performed or participated in such act or thing or that such act was performed by the officers, agents or employees of said Defendants, and in each instance, the officers, agents or employees of said Defendants were then authorized to and did in fact act on behalf of Defendants or otherwise acted under the guidance and direction of the Defendants.

X. STATEMENT OF FACTS

13. Defendants have been advertising a “debt elimination” on KVET and KFMK, local Austin radio stations from September 26, 2005 through September 30, 2005. Defendants’ radio advertisements state that Defendants will be holding a free seminar on October 1, 2005, at the

Marriott located at 701 E. 11th Street, Austin, Texas 78701. The seminar will have two sessions, the first between 9:00 am and 12:00 pm, and the second between 2:00 pm and 5:00 pm. At the seminar, attendees will learn how to be debt-free by Christmas. Advertisements at the radio stations were paid for by Pydia, Inc., with credit cards held by Roxana S. West and Carlos M. Suadi. The seminar room at the Marriott Hotel was reserved by David J. West, and paid for with a credit card held by Roxana S. West. David West is the identified speaker on the telephone number advertised on the radio ads. He states on that call that the bank doing the debt forgiveness is a U.S. bank.

14. Defendants also maintain a website, located at www.bankopp.com. The website states that Defendants have found a bank that is willing to lend individuals money to pay off their debts. According to the website, the bank has also agreed to forgive the loans once the individuals have paid off their debts. By using this process, individuals who participate in this “Banking Opportunity” will be debt free by Christmas.

15. On the website, Defendants state that the bank is willing to loan 100 million dollars to individuals to pay off their debts, and then forgive these loans because the bank will make a lot of money through this process. The Defendants state that the bank will make its money through “Fractional Banking” and “Forgiven Loans.”

16. On the website, Defendants instruct consumers that they can participate in this “one shot opportunity” by wiring \$5,000.00 to an account held by “Del Sur International Holdings.” The Defendants further explain that the \$5,000.00 is not a fee, as advance fees for loans are illegal in the United States. The \$5,000.00 is described as a “deposit” which holds a place for the consumer in the “opportunity.” The deposits wired by consumers will be “fractionized,” but never “consumed.”

The \$5,000.00 will ultimately be used by the bank to defray the costs of the process.

17. Defendants further explain that once individuals with a cumulative debt of exactly \$100 million dollars have signed up for the “opportunity,” the bank will begin making loans to be used to pay off the individuals debts. The loans will be made to participants in the order in which they signed up for the “opportunity” by wiring \$5,000.00 to Defendants. Once the individual has paid off his or her debts, the bank will forgive the loan. The participant will now be debt free, according to Defendants’ website. This is projected to happen for all participants by December 31, 2005.

18. Defendants’ website includes forms and instructions for wiring the \$5,000.00 deposit to the “Del Sur International Holdings” account. The money flows through U.S. banks to an account in Panama. *See Exhibit 2, attached.*

19. Defendants’ website states that this “Banking Opportunity” project began in July and August 2005, but when Hurricane Katrina hit, Defendants “switched gears to Radio advertising across the South” and are “now starting a hectic schedule of FREE Open Meetings in major Southern Cities.”

XI. VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT

20. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

21. Defendants, as alleged and detailed above, have in the course of trade and commerce engaged in false, misleading and deceptive acts and practices declared unlawful in Section 17.46(a)

of the DTPA;

22. Defendants, as alleged and detailed above, have in the course of trade and commerce engaged in false, misleading and deceptive acts and practices declared unlawful in the following subsections of Section 17.46(b):

- A. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services in violation of §17.46(b)(2);
- B. Causing confusion or misunderstanding as to the affiliation, connection, or association with or certification by another in violation of §17.46(b)(3);
- C. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which they do not have in violation of §17.46(b)(5);
- D. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law in violation of § 17.46(b)(12); and
- E. Failing to disclose information concerning goods or services which was known at the time of the transaction when such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed in violation of §17.46(b)(24).

XII. APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY

INJUNCTION, AND PERMANENT INJUNCTION

23. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

24. The State alleges that by reason of the foregoing, Defendants should not continue to advertise their “Banking Opportunity” in Travis County or any other county in the State of Texas, or hold “Banking Opportunity” debt elimination seminars in Travis County or any other county in the State of Texas, in violation of the laws of the State, and that unless injunctive relief is immediately granted, Defendants will continue to use false, misleading, or deceptive trade practices to lure consumers to seminars promising debt elimination, and entice consumers to wire \$5,000.00 to Del Sur International Holdings, without disclosing to consumers which bank has agreed to lend consumers \$100 million dollars to pay off all their debts, and then agreed to forgive those loans. Defendants will continue to attempt to entice consumers to wire a \$5,000.00 “deposit” to the Del Sur International Holdings account, without disclosing to consumers the factual basis for their representations that the undisclosed bank has agreed to lend these consumers money to pay of their debts, and then agreed to forgive those loans. Further, Defendants will continue to attempt to entice victims of the recent hurricanes to escape looming debts by participating in this “one shot” “Banking Opportunity.” If Defendants are not immediately restrained, many consumers may lose substantial amounts of their money through Defendants’ false, misleading, or deceptive practices.

25. For the reasons set forth above, the STATE OF TEXAS requests a Temporary Restraining Order; and after notice and hearing, Temporary and Permanent Injunctions as set out

below, as authorized pursuant to § 17.47(a) of the DTPA.

XIII. PRAYER

26. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited according to law to appear and answer herein; that before notice and hearing a TEMPORARY RESTRAINING ORDER be issued; that after due notice and hearing a TEMPORARY INJUNCTION be issued; and upon final hearing a PERMANENT INJUNCTION be issued restraining and enjoining Defendants individually and by their agents, servants, employees, and representatives from making the representations, doing the acts, and engaging in the practices set out in the proceeding paragraphs as well as from making the following representations and doing the following acts and engaging in the following practices in the pursuit and conduct of trade or commerce within the State of Texas, as follows:

- A. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, invoices or other written materials relating to Defendants' business currently or hereafter in Defendants' possession, custody or control except in response to further orders or subpoenas in this cause;
- B. Advertising in any media, including but not limited to, print, television, radio, or internet, a debt elimination program and/or "Banking Opportunity" which purports to assist consumers in eliminating their debts through loans and subsequent debt forgiveness by a bank, without disclosing in those advertisements the name of the bank which has agreed to lend the consumers money to pay off their debts;

- C. Advertising in any media, including but not limited to, print, television, radio, or internet, a debt elimination program and/or “Banking Opportunity” which purports to assist consumers in eliminating their debts through loans and subsequent debt forgiveness by a bank, without first providing to the State of Texas substantiation for Defendants’ claim that a bank has agreed to lend consumers money to pay off their debts and then agreed to forgive those loans;
- D. Holding seminars to inform consumers of a debt elimination program and/or “Banking Opportunity” which purports to assist consumers in eliminating their debts through loans and subsequent debt forgiveness by a bank, without first providing to the State of Texas substantiation for Defendants’ claim that a bank has agreed to lend consumers money to pay off their debts and then agreed to forgive those loans;
- E. Collecting any personal identification information from Texas consumers, including but not limited to, names, addresses, telephone numbers, social security numbers, credit card numbers, and banking, checking, and/or savings account information, without first providing to the State of Texas substantiation for Defendants’ claim that a bank has agreed to lend consumers money to pay off their debts and then agreed to forgive those loans;
- F. Collecting advance fees for loans, regardless of the name given to the advanced fee, including but not limited to advanced fees which are characterized as “deposits;” and
- G. Failing to return any advance fee collected by Defendants from Texas consumers,

regardless of the name given by the Defendants to the advance fee at the time it was solicited and collected, including amounts collected by Defendants from Texas consumers that were characterized by Defendants as “deposits.”

27. Plaintiff further prays that upon final hearing this Court order Defendants to restore all money or other property taken from identifiable persons by means of Defendants’ unlawful acts or practices, or, in the alternative, award judgment for damages to compensate identifiable persons for such losses as provided in §17.47(d) of the DTPA.

28. Plaintiff further prays that Plaintiff shall be granted leave to take telephonic, video, written, and other depositions prior to any scheduled temporary injunction hearing upon reasonable shortened notice to Defendants;

29. Plaintiff further prays that upon final hearing this Court order Defendants to pay civil penalties of \$20,000.00 per violation of the DTPA to the State of Texas, as authorized by §17.47(c)(1) of the DTPA.

30. Plaintiff further prays for costs of Court, reasonable attorney fees as provided in TEX. GOV’T. CODE ANN. § 402.006(c), and such other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

GREG ABBOTT
Attorney General of Texas

BARRY R. MCBEE
First Assistant Attorney General

EDWARD D. BURBACH
Deputy Attorney General for Litigation

PAUL D. CARMONA
Chief, Consumer Protection and Public Health
Division



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(512) 475-4654
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STATE OF TEXAS §
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COUNTY OF TRAVIS §

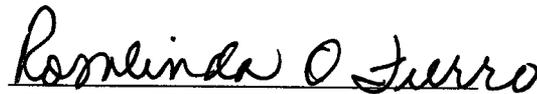
BEFORE ME, the undersigned notary public, on this day personally appeared Rachael Holman, who proved herself to be the person whose name is subscribed hereon through her Texas Drivers License which contained her photograph and signature, and who after being by me duly sworn, upon her oath deposed and said:

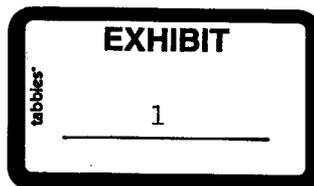
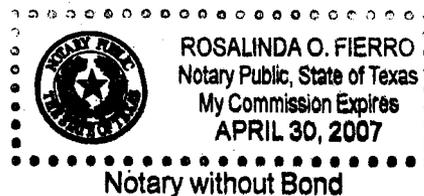
“My name is Rachel Holman. I am over 18 years of age, and am competent to make this affidavit. I am employed by the Consumer Protection Division. The following facts are based upon my personal knowledge and are true and correct.

On this date, I transcribed a call made to 1-888-635-6514. A true and correct copy of the transcript is attached as Exhibit A.”


Rachael Holman

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 29th day of September, 2005.


NOTARY PUBLIC
STATE OF TEXAS



4:20 p.m. I (Mary Vinson) am getting ready to record my call to the following number 1-888-635-6514.

Dialing...

Hello this is David West you have reached the bank opportunity information line with information on a free presentation in your area, Austin Texas on Saturday October the 1st. This is a one time opportunity to get out of debt before Christmas. This is not debt arbitration, this is not debt reduction, this is not debt counseling, this is not debt consolidation, and it is certainly not bankruptcy. No this is getting out of debt completely by working with the U.S. bank to get you out of debt before Christmas. To get more information please attend either one of the two sessions being held at the Marriot Hotel in downtown Austin, that is on 701 East 11th Street. The first session is from 9:00 a.m. in the morning until noon, the second session is from 2:00 p.m. in the afternoon until 5:00 p.m. that evening. Both of these sessions, again are on Saturday, October 1st at the Marriot Austin downtown Austin. I look forward to seeing you there. My name is David West. I will be the person making the presentation. I am the person responsible for working with the bank and making this opportunity available. You will be able to ask me all the questions that you want after I give you an overview of the program. Look forward to seeing you there. Take Care.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared ROSALINDA O. FIERRO, who proved herself to be the person whose name is subscribed hereon through her Texas Drivers License which contained her photograph and signature, and who after being by me duly sworn, upon her oath deposed and said:

“My name is Rosalinda O. Fierro. I am over 18 years of age, and am competent to make this affidavit. I am employed as an investigator for the Consumer Protection Division. The following facts are based upon my personal knowledge and are true and correct.

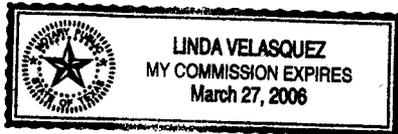
“On September 30, 2005, I went to the <http://www.bankopp.com> website. I captured the website and printed each page of the website. A true and correct copy is attached to this affidavit as Exhibit A.

Affiant further sayeth not.”

Rosalinda O Fierro

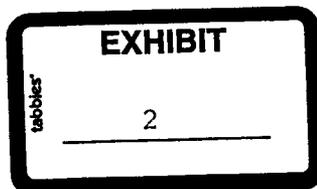
ROSALINDA O. FIERRO

SUBSCRIBED AND SWORN TO before me on the 30th day of September, 2005.



Linda Velasquez

Notary Public in and for the
State of Texas





- Home
- Overview
- Steps
- Updates
- Q&A
- Forms
- Contact Info

Home

latest news

Call
 (888) 635-6514
 and select
 "option 5"
 for the latest
 information
 regarding the
 BANKOPP Project!

Welcome!

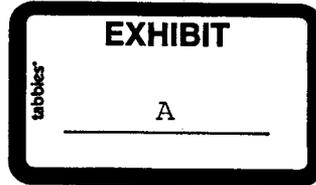
Want to attend a meeting to learn more about the opportunity? Do you want to meet David, look him in the eye and ask him all of your questions in person? Come to a FREE PUBLIC MEETING! No Reservations required! Dallas, Atlanta, San Antonio and others on the way in October and early November, here are the currently scheduled meetings:

Two Memphis, Tennessee Meetings on Saturday October 15, 2005!

- 1 Event Name: Bank Opportunity
- 2 Event Date: **Saturday October 15th**
- 3 Event Time: First Event: 9:00 a.m.-noon
- 4 Event Time: Second Event: 2:00 p.m.-5 p.m.
- 5 Event Location: Southeast Ballroom
- 6 Event Address: Hilton Memphis. 939 Ridge Lake Boulevard, Memphis, Tennessee, 38120
- 7 Local Directions: 240 @ Popular
- 8 More on Parking later today...

Two Austin, Texas Meetings on Saturday October 1, 2005!

- 1 Event Name: Bank Opportunity
- 2 Event Date: **Saturday October 1st**
- 3 Event Time: FIRST EVENT 9:00 a.m.-Noon
- 4 Event Time: SECOND EVENT 2p.m.-5 p.m.
- 5 Event Location: Meeting Room "Salon E"
- 6 Event Address: Marriott Austin at the Capitol. 701 EAST 11TH STREET, AUSTIN, TEXAS 78701.
- 7 Local Directions: Downtown
- 8 The Hotel is giving BANKOPP attendees a voucher that reduces parking cost to \$5



One Baton Rouge, Louisiana Meeting on Saturday September 10, 2005!

- ☐ Event Name: Bank Opportunity
- ☐ Event Date: **Saturday September 10th**
- ☐ Event Time: 10:00 a.m.
- ☐ Event Location: Livingston Meeting Room
- ☐ Event Address: Sheraton Baton Rouge Convention Center Hotel, 102 France Street, Baton Rouge, Louisiana 70802.
- ☐ Local Directions: Downtown Baton Rouge in Catfish town, next to the Argosy Casino.
- ☐ The parking Garage offers free parking for all attendees.

Phone Overview: (888) 635-6514

Fax Forms: (888) 479-5725



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[Overview](#)
[Steps](#)
[Updates](#)
[Q&A](#)
[Forms](#)
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Overview

latest news

Call
 (888) 635-6514
 and select
 "option 5"
 for the latest
 information
 regarding the
 BANKOPP Project!

What is this project all about?

David found a Bank that is willing to give individuals loans to pay off their debts. Then the Bank is willing to turn around and forgive that loan so it doesn't have to be paid off.

How is it possible that a bank could or would do this?

Because they will make a lot of money doing it. This project is possible because of two little known banking practices that occur everyday underneath our noses.... Fractional Banking and Forgiven Loans. Regular people like you and David usually never get access to such powerful tools. Fractional Banking allows the Banks to make an absolute TON of money off of your debt, so they aren't really doing you a huge favor, in fact, you are doing them one!

For this one time only project, the Bank has agreed to pay off \$100 Million Dollars in debt. This project is about David's looking for others to add their debt to the pile David started. Once the pile is \$100 million the bank will start the process of paying it all off.

Is there some sort of timeline for this project?

Yes. The agreement between David and the bank is that David has from July 1, 2005 and December 31, 2005 to find others who wish to add their debt to the pile and create \$100 million in debt for the bank to fractionalize then forgive so that the bank can make money and the folks with David can get out of debt.

The project started in July and August 2005 when David told his 10 closest friends about the project and asked them to share it with others. The word spread quickly throughout Louisiana and Mississippi. After Hurricane Katrina hit the area he had been putting the word out in, David switched gears to Radio advertising across the South and is now starting a hectic schedule of FREE Open Meetings in major Southern Cities. These Open Meetings will have hundreds of people in attendance and are expected to help reaching the goal of \$100 Million in debt before Thanksgiving. This would leave plenty of time for the bank to pay everything off

before December 31st (the bank only needs 10 business days).

Whose debt's qualify? What about Business? Non-Profits? Spouses?

Any U.S. Citizen can submit their debts that are under their name to be paid off. The fractional banking concept only works for U.S. citizens.

Some U.S. businesses qualify because they are really just extensions of the individual (e.g., Single Member LLC's and Sole Proprietors). Separate business entities do not qualify (e.g., "C" Corporations).

In the case of married couples both of your debts should be eliminated. In some rare cases, e.g., prenuptial agreements and/or local laws may have an impact, so if you are concerned email David and ask!

What debts qualify to get paid off?

Mortgages, Student Loans, Credit Cards, Other Loans, Lines of Credit, IRS settlements, Back Child Support, etc... If in doubt, send an email asking!

What debts do not qualify to get paid off?

Debts not under your name. Co-signing is not really in your name. Instead the person who carries the debt would need to join the project to pay that debt off. Debts in a "C" Corporation for example do not qualify as they are separate business debts and therefore ineligible.

Will this opportunity be offered again?

Probably not. This is a one shot opportunity before the opportunity is removed from the public. Everyone involved in creating this opportunity acknowledges that while this process is legal this time that the Federal Reserve will undoubtedly close the loopholes that allowed the project to take place this once. While the system intended on well connected, wealthy individuals to be able to take advantage of this, it was never intended that regular every day people would gain access to it.

Is there some sort of fee to get involved? What is this wire transfer, who gets it, what will it be used for, and can I get this money back?

Not unless your Debts are paid off first. The Bank is asking that you send \$5,000 upfront as a deposit which signals your commitment to be involved with the project. There are two ways to do this: 1) Domestic Wire (transfer money within the US from

your bank to the project's bank here in the United States) or, 2) International Wire (transfer money from your US bank to the project's bank overseas). The Domestic option was added for those individuals who desired an additional layer of protection and peace of mind.

The \$5,000 deposit is your way of reserving your place in line. In essence you are telling the Bank to "count you in". It is not a fee. Fees charged before loans are given are illegal in the United States and none of the parties involved want anything to do with breaking the law. The order in which people get involved does matter as it is the order in which the bank will begin calling people when it is time to pay off debts. Remember this project will begin once the debt pile is \$100 million. It will end once the bank had PAID off \$100 million exactly. Not a penny more or less. Everyone who does not have their debts paid off will receive their deposit back.

This "commitment"/deposit money will be fractionized but not actually consumed. The bank will spend what they fractionalize to cover the expenses of the project itself. Your money is freely available back to you at a moments notice. Simply print out the "Money Back" Form, fill it out, and fax it to the fax number. Your money will be returned to you in a matter of days (not weeks or months...). The cost of sending the money back to you will be deducted from the money itself so you will get a little less than \$5,000 back. In almost all cases this will cost approximately \$15 to wire back to you.

Once your debts HAVE been paid off then this \$5,000 will be treated as a fee and kept by the bank. This is the only case where the money will not be available back to you.

It is important to repeat: your deposit of \$5000 is never spent or touched, merely fractionalized to cover the expenses of the project.

Is there a minimum amount of debt an individual can get paid off?

No, there are no minimums. Although if you have \$5,000 or less in debt please just take the \$5,000 you would use to get involved to simply pay off your own debts! For debt above \$5,000 then you would see a benefit by being involved with this project.

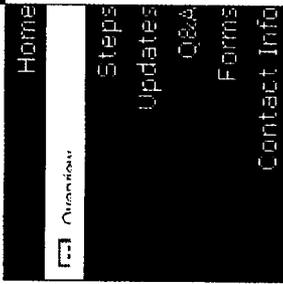
Is there a maximum amount of debt an individual can get paid off?

Technically no, but realistically yes. The key word here is "individual". There are many mechanisms in place in the lending world that would stop you from acquiring "too much" debt. Banks will only loan you so much before they start to tell you no. Your income has a lot to do with how much debt you can handle. The average

person simply can not handle too much debt before it outstrips their ability to pay it back. The bank will analyze each project members debt and provide feedback if there are concerns. The bank does not anticipate any problems. Submit what you have and the Bank will work with you to pay whatever qualifies. If you are concerned or confused, email david@bankopp.com for help before the project begins.

Phone Overview: (888) 635-6514

Fax Forms: (888) 479-5725



Steps

latest news

Call (888) 635-6514 and select "option 5" for the latest information regarding the BANKOPP Project!

5 Steps to getting involved in this One-Time Project:

1. Reserve your place in line by sending \$5,000 one of two different ways (please choose the option that best fits your needs):

- 1. Send a Domestic Wire by Print the Wiring Transfer Instructions Form and bring it to your bank. Follow instructions on that sheet to wire \$5000.00 to get reserve your spot in the project. Make sure that your bank gives you some sort of receipt or a Wire Verification Number.
- 2. Send an International Wire by Print the Wiring Transfer Instructions Form and bring it to your bank. Follow instructions on that sheet to wire \$5000.00 to get reserve your spot in the project. Make sure that your bank gives you some sort of receipt or a Wire Verification Number.

2. Print the BANKOPP Agreement form and fill it out. Fax it to 1-888-479-5725 along with the Wire Verification Number that you got from the bank when you wired money either Domestically or Internationally.

Once you have faxed the Form and the verification you will be officially involved in the project! Feel free to email David at anytime to verify that your documents are in order.

Once the bank has received \$100 Million in U.S. Citizen Debts it will begin calling everyone. This will take 10 business days to do.

3. While you are waiting for the bank to call you, Print the Debt Organization Form once per debt that you have. When the bank calls you they will give you a different fax number to fax these forms to. These forms should add up to your total amount of debt. When the bank contacts you be prepared to send this information. Once the bank receives this information go to the next step..

4. The Bank will FEDEX you two documents: 1) a loan for you to sign that will pay all of your debts, and 2) document that guarantee that the loan that you are signing will be forgiven and that you will not have to pay it back! Sign the loan and send it to the bank.
5. Once the bank receives your signed loan, they will deposit it with the Federal Reserve and Fractionalize it. This typically only takes one Business day (24 hours). Once it has fractionalized, the banks will pay your creditors. The bank will contact you and ask you to verify that your debts have been paid and if you are satisfied. The bank will then send you your official notice that your loan has being forgiven.

Enjoy being debt free!

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Fax Forms: (888) 479-5725



- Home
- Overview
- Steps
- Updates
- Q&A
- Forms
- Contact Info

Updates

This page and "option 5" on the 1-888-635-6514 serves as a way for you to keep up with the current status of the project. Each Monday evening, David will update this information.

Latest news

Call (888) 635-6514 and select "option 5" for the latest information regarding the BANKOPP Project!

 9/29/05 Updates!

1. Currently the project has collected almost \$15 million in debt.
2. Austin is on October 1.
3. Memphis is on October 15th.
4. More cities are coming in October and November... We should easily be able to meet the project goal of \$100 million before Thanksgiving! Then the 10 day clock starts for the bank...
5. With the first big seminar this Saturday make sure you listen to the update call on Monday October 3rd. This should give everyone a good idea of when the project will wrap up...
6. Please email me with questions if you have them!

Phone Overview: (888) 635-6514

Fax Forms: (888) 479-5725



Home
 Overview
 Steps
 Updates
 Q&A
 Forms
 Contact Info

Q&A

Have a question that you would like asked? Feel free to email David at david@bankopp.com and ask him as many questions as you would like!

Here are the most common questions David is asked:

Q: How does the bank make money doing this?

A: A little known fact is that Banks that participate in the Federal Reserve System of the United States make money every time a U.S. Citizen makes a deposit or takes out a loan with a bank. Since the early 1900's when we got off of the gold standard and created a Central Bank our banks have been able to Fractionalize deposits and loans for up to ten times the value of what you do with them. This is one of the ways our economy creates new money out of thin air. This new money allows the bank to make loan which they make profits on OR represents money they can invest to make interest as a profit. Either way, the bank makes money off of the money you give them. In this project, as a group, we are giving the bank \$100 Million in debt in loans which they are going to turn around and fractionalize. This means they will get about \$1 billion from the Federal Reserve, of which they will have to use \$100 million to pay off our debts and then the bank gets to keep the difference.

Q: Doesn't fractionalizing the \$100 Million in debt and creating \$1 Billion new Dollars hurt the economy in some way? Who loses all this money?

A: We are not on the Gold Standard anymore. Money is created everyday in this way. Our economy is in the Billions per month. A project of this size is such that it does not over inflate the money supply... which is the only "problem" that this project might create. The Federal Reserve would simply increase interest rates to reduce the pressure even if it did. Keep in mind that the amount of money being created by this project is so small that it is a drop in the bucket of what is going on a daily basis. No one loses the money. It is created out of thin air. Our money is only worth your willingness to repay it and has

Latest news

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 information
 regarding the
 BANKOPP Project!

no real value. Each day far larger sums than this are created by normal deposits and loans. This time however, the only difference is, that you are benefiting!

Q: How do I know that the bank will really forgive the loan that they give me?

A: When the bank sends you the loan to sign, it will also send you a document that guarantees that the loan you are signing will be forgiven. You will have both of these documents in your hand at the same time which means that you will have the ability to get your lawyer to review it before you make a final decision. If you change your mind at that point (or at any point for that matter), see the next question...

Q: What if I change my mind and want to get my \$5,000 back?

A: No problem, simply print, fill-out and fax the "money back" form anytime before your debts are paid off to receive your money back.

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- Home
- Overview
- Steps
- Updates
- Q&A
- Forms
- Contact Info

Forms

Latest news

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 (888) 635-6514
 and select
 "option 5"
 for the latest
 information
 regarding the
 BANKOPP Project!

Below please find all forms needed. All forms are in .pdf format and require that your computer has the free software program "Acrobat Reader".

If you do not have this program simply click on the "Get Adobe Reader" button below and follow the directions to install it at no cost on your computer.



If you do have this program then simply click on the form that you desire below and it will open automatically on your screen. Then select "print" to print it out so you can begin filling it out.

- [Wire Transfer Instructions Form \(updated 9/14/05\)](#)
- [The BANKOPP Agreement Form](#)
- [Money Back Form](#)
- [Debt Organizer Form](#)

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Fax Forms: (888) 479-5725

Wire Transfer Instructions Form

1. Print this page and take it with you to your Bank. It is best if you do this before 2pm as most banks only wire money before this time of the day.
2. Choose whether you wish to wire money from your account to a **domestic** U.S. account **or** an **International** account. It is your choice based on what makes you more comfortable. Most people will choose domestic.
3. Locate someone at the bank who can help you with wiring money from your account. You will probably have to sit while your banker fills out the wire information on a computer.
4. Once you have successfully wired the money make sure that you request some form of proof that you wired the money. Typically this is called a "verification of the wire" or "verification number". Try and get this before leaving the bank if at all possible. You will need this information later.

DOMESTIC WIRE ONLY

Name of Account	Del Sur International Holdings
Account Number	#2080636280
Name of Bank, City, State	Hibernia Bank, Baton Rouge, Louisiana, USA
Bank ABA#	065000090
Address of Account Holder	10319 Old Hmd Hwy, Ste A, Baton Rouge, LA 70816

INTERNATIONAL WIRE ONLY

Intermediary Bank (this is HSBC's Headquarters for receiving wires)

HSBC BANK USA N.A
New York, NY
FED ABA 021001088
SWIFT ID MRMDUS33
CHIPS ABA 0108

Beneficiary Bank (this is the Holding Companies' Bank)

HSBC Bank (Panamá), S.A.
Panamá, Rep. de Panamá
SWIFT ID (use Intermediary Bank SWIFT ID above)
Account No. 000-14118-6
CHIPS UID 415666

Final Beneficiary (this is the company that gets the money in the end)

Del Sur International Holdings, S.A.
Account No. 064-078256-001
Ave. Ricardo J. Alfaro, Edificio Century Tower, Piso 20, Oficina 2007, Panamá,
Republica de Panamá

The BANKOPP Agreement Form

Name: _____
(Please list the name of the person joining the project)

Phone Numbers: _____
(Please list as many phone numbers as possible - with area codes! These are the numbers that the Bank will call when it is time to start paying your debts)

Custom Code Word: _____
(Please come up with a single word that only you know about. When the Bank contacts you the first time they will identify themselves and give you this Code word so you will know that it is the Bank that is going to pay your debts)

Security Code Number: _____
(This number is very important, please get the number that belongs here from whomever shared this information with you. The Bank is keeping track of who is out there talking about this opportunity and does not want unauthorized participants. If you do not have this information, please email david@bankopp.com)

Amount of debt to be eliminated: _____
(Please be as accurate as possible as of the day that you submit this information. It is o.k. that the number will be a little different once the Bank contacts you, as there will be one final opportunity to update this amount then)

By signing you understand and agree to the following:

- You agree that you have reviewed and understand the BANKOPP Telephone Message Overview and the BANKOPP Website.
- You agree that you can change your mind at any time and get your money back by faxing in the "Money Back" Form from the website.
- You understand that a U.S. Bank is going to give you a loan for the total amount of your current debt that will be used only to pay off your debts.
- You understand that the loan will be forgiven and you will not have to make payments on it.
- You understand that this project is from July 1, 2005 - December 31, 2005. You understand that the project could end sooner if enough people get involved fast enough and work with the Bank to submit their debts quickly enough.
- You agree to not contact the Banks, the Holding Company, and David West except for the ways outlined on the BANKOPP website as long as your debts are paid off or you money is returned to you during the project dates July 1, 2005 - December 31, 2005.
- You agree to Hold Harmless the Banks, the Holding Company, and David West as long as your debts are paid off or you money is returned to you during the project dates July 1, 2005 - December 31, 2005.
- You understand that it will cost you money to wire the \$5,000 to the bank, it will cost you money to place calls, faxes, mail documents, and if you ask for your \$5,000 back the Holding Company will use some of that money for the cost of sending that money back to you. You understand these expenses can not be reimbursed and are your responsibility.
- You agree to not Disclose the identity, location, or contact information of the Banks, the Holding Company, and David West to anyone at anytime for any reason as long as your debts are paid off or you money is returned to you during the project dates July 1, 2005 - December 31, 2005.

Signature

Date

Please Fax this form along with a copy of the Bank Verification of Wire Transfer to: (888) 479-5725

BANKOPP "Money Back" Form

If you change your mind (for any reason) and want to get the \$5,000 that you wired to the Holding Company back simply follow these steps.

1. You will need to provide information similar to what was provided to you to wire the money in the first place. To do this, simply **go to your bank and ask them for wiring instructions for someone to wire money to you.** Put all of that information on a separate piece of paper and make sure that it is large enough that it can be read after it is faxed, PLEASE!
2. Print, Read, and Sign this page.
3. Fax your wiring instructions and this signed page to (888) 479-5725.
4. Upon receipt of this form the Holding Company will return your \$5,000, **MINUS the cost of wiring the money back to you, which is approximately \$15.**
5. You should give the bank three business days to complete the wiring. On the fourth business day or if you have any questions regarding getting your money back, the status of your money, or anything related to the BANKOPP Project please email david@bankopp.com.

Your Name: _____

Your Phone Numbers: _____

By signing you understand and agree to the following:

- You agree that you have changed your mind and desire to get your wired money back.
- You understand that you will not be able to change your mind and join the project again.
- You understand that yours debts will no longer be paid by the U.S. Bank.
- You understand that it will cost a small amount of money to send the \$5,000 money back to you and that they will take this small amount of money out of the \$5,000 and you will therefore get back slightly less than \$5,000.

Signature

Date

Please Fax this form AND ALL WIRING INSTRUCTIONS TO WIRE MONEY TO YOUR ACCOUNT to: (888) 479-5725

Debt Organizer Form

This form is for your use in preparing the information that the U.S. Bank will need from you. Please **do not** fax this form. Instead simply **print one copy per debt** that you have. Fill it out completely and be prepared to fax it to a different fax number when you are contacted by the bank.

Borrower's name/ Name on the Account: _____

If a mortgage, legal description & full mailing address of property: _____

Monthly Payment: _____

Payoff Amount: _____

Prepayment Penalty Amount: _____

Is this bill being paid on time or is it delinquent? _____

If delinquent, how long since your last payment? _____

In collection/foreclosure? _____

If in collection, Name & Phone Number of Collection Agency: _____

If in foreclosure, sale date: _____

Creditor/Lender Name: _____

Loan Number/Card Number/Account Number: _____

Lender's Full Mailing Address: _____

Lender's contact person/department: _____

Lender's phone number: _____



- Home
- Overview
- Steps
- Updates
- Q&A
- Forms
- Contact Info

Contact Info

latest news

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 information
 regarding the
 BANKOPP Project!

Do you have questions? Would you like to make a comment? Please feel free to send David an email. He will follow-up as quickly as he can. Usually within one business day.

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- Fax Forms:** (888) 479-5725
- Email questions to:** david@bankopp.com

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ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

September 30, 2005

David Jason West
Roxanna Suadi West
Carlos M. Saudi
Pydia, Inc. through David West
Marriott at the Capitol
701 East 11th Street
Austin, Texas 78701

Re: State of Texas vs. DAVID JASON WEST; ROXANA SUADI WEST; CARLOS M. SUADI; and PYDIA, INC., DBA WWW.BANKOP.COM; In the ___ District Court; Travis County, Texas; Cause Number to be assigned.

Dear David Jason West, Roxanna Suadi West, Carlos M. Saudi and Pydia, Inc. through David West:

This letter is your Notice of Hearing on the State of Texas' Petition and Request for Temporary Restraining Order to restrain you from holding the debt elimination seminars you have advertised that you will be holding tomorrow (Saturday 10/1/05) in Austin Texas.

The hearing is set before The Honorable Scott H. Jenkins, 53rd District Court, Travis County Texas, located at 1000 Guadalupe Street, Austin Texas 78701 at 3:30 p.m. TODAY, Friday, September 30, 2005. If you cannot attend in person, you may appear by telephone by calling (512) 854-9300.

If you wish to discuss this matter before the hearing, call Nanette DiNunzio, Assistant Attorney General, Consumer Protection Division, Texas Attorney General's Office, at (512) 475-4654.

Sincerely,

Nanette DiNunzio
Assistant Attorney General
Consumer Protection and Public Health Division
(512) 475-4654 (telephone)
(512) 473-8301 (facsimile)

Attachments

