

Gustavo Kinrys
4 Goose Cove Way
Nantucket, MA 02554
Gk21atlaw@gmail.com
Plaintiff is self-represented

Commonwealth of Massachusetts

NANTUCKET, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

Gustavo Kinrys,

Filed 7/13/2023

PLAINTIFF

v.

**SUPERIOR COURT CIVIL ACTION
NO.:2375CV00020**

Anthem Tax Services, LLC, Joshua Kahn, and
Justin Ferrigno

DEFENDANTS

DEMAND FOR JURY TRIAL

COMPLAINT

I. INTRODUCTION

The Plaintiff, Gustavo Kinrys, brings this legal complaint against the Defendants, Anthem Tax Services, LLC, Josh Kahn, and Justin Ferrigno, alleging breach of contract and multiple violations of Massachusetts Consumer Law (Chapter 93A) in connection with a consumer service agreement.

II. VENUE AND JURISDICTION

This Court has jurisdiction over this matter pursuant to Massachusetts General Laws, Chapter 218, Section 19, which grants jurisdiction to the Nantucket Superior Court for civil actions involving breach of contract and violations of Massachusetts Consumer Law (Chapter 93A) over \$50,000.

III. PARTIES

The Plaintiff, Gustavo Kinrys, is an individual residing at 4 Goose Cove Way, Nantucket, MA 02554, and engaged the services of the defendants for tax-related matters.

Defendant, Anthem Tax Services, LLC, is a business entity engaged in providing tax services nationwide located at 6300 Canoga Avenue, Suite #600 Woodland Hills, CA, 91367.

Defendants, Josh Kahn and Justin Ferrigno, are individuals employed at Anthem tax Services, LLC and maintain a place of business at 6300 Canoga Avenue, Suite #600 Woodland Hills, CA, 91367.

IV. STATEMENT OF FACTS

On September 2, 2021, the Plaintiff and Defendants Anthem Tax Services, LLC, Josh Kahn, and Justin Ferrigno, entered into a written consumer service agreement (the "Agreement", Exhibit A) for tax representation services. Pursuant to the Agreement, Defendants Anthem Tax Services, LLC, Josh Kahn, and Justin Ferrigno, would represent Plaintiff in all aspects of the tax proceedings, including but not limited to, Plaintiff's best interests, in a diligent and competent fashion, filing any forms and requests necessary, investigating the case, and preparing tax returns and reports. However, Anthem Tax Services, LLC, Josh Kahn, and Justin Ferrigno, failed to fulfill their contractual obligations as specified in the Agreement. Specifically:

1. Plaintiff engaged the services of defendant Anthem Tax Services, LLC, for tax-related matters, including resolving an ongoing tax issue with the Internal Revenue Service (IRS).
2. Anthem Tax Services, LLC, represented that they would take necessary actions to protect Plaintiff's interests and prevent any levies or adverse actions by the IRS.

3. On September 22, Plaintiff's bank account was levied by the IRS for the total amount of \$345,000 due to the defendant's failure to act and file an innocent spouse request, which would have stopped the levy.
4. Despite being aware of the necessity to file the innocent spouse request, the defendant neglected to take any action, resulting in the levy and subsequent financial harm to Plaintiff.
5. Anthem Tax Services put their own financial interests ahead of the best interests of their client, the Plaintiff. They intentionally chose not to file for innocent spouse relief, in order to collect a larger payout from the Plaintiff, as they would have been responsible for the entire debt if they did not file for innocent spouse relief, and thus a larger fee for the Defendant's services.
6. The actions of Anthem Tax Services were unethical and violated their fiduciary duty to the plaintiff.
7. Following the levy, Anthem Tax Services, LLC, terminated their services with Plaintiff, demonstrating their knowledge that Plaintiff would be unable to pay for their services beyond that point due to the levy.
8. Furthermore, Anthem Tax Services, LLC, has a history of similar conduct, as evidenced by numerous consumer complaints and legal actions filed against them for fraudulent inducement, consumer fraud, and other misconduct.
9. In addition to the aforementioned failures, when Plaintiff retained a tax attorney, Anthem Tax Services, LLC refused to provide the complete file related to Plaintiff's tax matters for a period of over 6 months, despite numerous requests from Plaintiff and their attorneys. Only after Plaintiff and Plaintiff's attorneys explicitly notified Anthem Tax Services, LLC, in writing for the third time of their potential liability did Plaintiff's attorneys finally receive the complete file two months later.

V. CLAIMS

Furthermore, the Plaintiff alleges that Defendants:

1. Failed to exercise the level of skill, care, and diligence that a reasonably competent attorney would have exercised in similar circumstances.
2. Failed to communicate with the Plaintiff, which resulted in the Plaintiff not knowing what was happening with their case.
3. Failed to represent the Plaintiff zealously, which resulted in the Plaintiff not getting the best possible outcome in their case.
4. Misrepresented their expertise and knowledge about the specifics of the Defendant's tax case.
5. Disregarded the best interests of the Plaintiff and acting against the explicit wishes and instructions provided by the Plaintiff.
6. Committed fraud using deceptive practices and fraudulent inducement, by making an intentional misrepresentation and convincing the Plaintiff to rely on false assertions of fact, and reporting a false and misleading number of similar cases the Defendants had represented successfully.

The Plaintiff had the expectation and was misled to believe that Defendants would represent his best interests and provide diligent and competent tax-related representation. Throughout the course of the representation, Plaintiff had observed numerous instances where the Defendants' actions and omissions fell below the expected standard of care and duty, resulting in harm and damages to Plaintiff's case. The services provided by the Defendants, against the Plaintiff's express instructions and best interests, and without the Plaintiff's knowledge, were of no value to the Plaintiff and did not align with the services agreed upon in the Agreement. The Plaintiff has suffered significant damages as a result of Defendants' breach of contract and violations of Massachusetts Consumer Law (Chapter 93A).

V. COUNTS

The Plaintiff re-alleges and incorporates paragraphs I-IV as if fully set forth herein.

A. FRAUDULENT INDUCEMENT

1. Defendant made false representations regarding their ability to protect Plaintiff's interests and prevent the levy, inducing Plaintiff to engage their services.
2. Defendant knew the representations were false, yet made them with the intent to deceive Plaintiff and induce them to retain their services.
3. Plaintiff justifiably relied on the defendant's false representations and suffered financial harm as a result.

B. CONSUMER FRAUD

1. Defendant engaged in deceptive and unfair acts by misrepresenting their ability to protect Plaintiff's interests and failing to take necessary actions to prevent the levy.
2. Defendant's deceptive conduct impacted consumers in Massachusetts, including Plaintiff.
3. Plaintiff suffered financial harm as a result of the defendant's deceptive conduct.

C. MISREPRESENTATION OF SERVICES

1. Defendant misrepresented their services by falsely representing their ability to prevent the levy and protect Plaintiff's interests.
2. Plaintiff justifiably relied on the defendant's misrepresentations, engaging their services based on false information.
3. Plaintiff suffered financial harm due to the defendant's misrepresentation of services.

D. BREACH OF FIDUCIARY DUTY AND FAILING TO PROTECT INTERESTS

1. Defendant had a duty to protect Plaintiff's interests and take necessary actions to prevent the levy.
2. Defendant breached their duty by failing to file the innocent spouse request, despite being aware of its necessity.
3. Defendant's breach of duty directly caused the levy and subsequent financial harm to Plaintiff.

E. BREACH OF CONTRACT

1. Plaintiff and defendant entered into a contract for tax-related services, which included the duty to protect Plaintiff's interests and take appropriate actions to prevent the levy.
2. Defendant breached the contract by failing to fulfill their obligations, specifically by neglecting to file the innocent spouse request and allowing the levy to occur.
3. Plaintiff suffered financial harm as a direct result of the defendant's breach of contract.

F. NEGLIGENCE

1. Defendant owed Plaintiff a duty of care to act with reasonable care in providing their services and protecting Plaintiff's interests.
2. Defendant breached their duty of care by neglecting to file the innocent spouse request, despite being aware of its necessity to prevent the levy.
3. Defendant's negligence directly caused the levy and subsequent financial harm to Plaintiff.

G. BREACH OF DUTY TO PROVIDE COMPLETE FILE

1. Anthem Tax Services, LLC, had a duty to provide Plaintiff and their retained tax attorney with the complete file related to Plaintiff's tax matters upon request.
2. Despite numerous requests from Plaintiff and their attorneys, Anthem Tax Services, LLC, failed to provide the complete file for a period of over 6 months.
3. Plaintiff's attorneys explicitly notified Anthem Tax Services, LLC, in writing that their failure to provide the complete file could result in liability.
4. Only after an additional two months, and upon receipt of the aforementioned notice, did Plaintiff's attorneys finally receive the complete file.

H. UNFAIR BUSINESS PRACTICES

1. Defendant engaged in unfair business practices by repeatedly failing to fulfill their obligations, engaging in deceptive conduct, and demonstrating a pattern of misconduct towards consumers.
2. Defendant's unfair business practices have caused harm to Plaintiff and other consumers.

As a direct and proximate result of Defendants' breach of contract and violation of Massachusetts Consumer Law (Chapter 93A), the Plaintiff has suffered damages, including but not limited to:

- a. The cost of hiring replacement tax and legal representation.
- b. Loss of productivity.
- c. Financial losses due to the non-delivery of the agreed-upon deliverables.
- d. Opportunity costs incurred as a result of the delay and non-delivery of such services.
- e. Damage to the Plaintiff's reputation.

VIII. DEMAND FOR RELIEF

The Plaintiff respectfully requests that the Court:

- a. Enter judgment in favor of the Plaintiff on all counts alleged in this Complaint, of at least the amount of \$345,000, and additional \$222,750 for the cost of hiring replacement tax and legal representation.
- b. Award compensatory damages to the Plaintiff in an amount to be determined at trial, of at least \$500,000 for anticipated lost wages, emotional distress, pain and suffering, and opportunity costs.
- c. An Injunction Order to restrain further violations of the Massachusetts Consumer Protection Act (MCPA), including unfair and deceptive practices in connection with the legal services rendered, to prevent the continuation of said deceptive practices that harm consumers, and to protect the public interest.
- d. Award statutory damages, treble damages, attorney's fees, and costs as permitted under Massachusetts Consumer Law (Chapter 93A).
- e. Grant any additional relief deemed just and appropriate by the Court.

IX. JURY DEMAND

The Plaintiff demands a trial by jury on all issues so triable.

I, Gustavo Kinrys, the Plaintiff in the above-captioned action, hereby verify under the pains and penalties of perjury that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

Dated: 07/11/2023

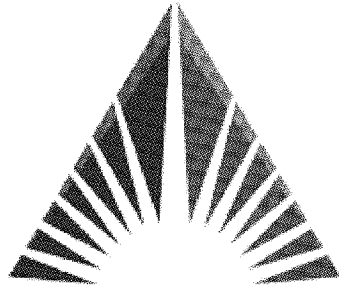
Respectfully submitted.

/s/ Gustavo Kinrys

Plaintiff's signature
Self-represented

Name: Gustavo Kinrys
Address: 4 Goose Cove Way
Nantucket, MA 02554
Telephone No.: 617-953-8282

EXHIBIT A



Anthem Tax Services

6300 Canoga Avenue, Suite #600

Woodland Hills, CA 91367

Telephone: 888-548-0478

This Agreement is entered on **9/2/2021**; I (we) Gustavo Kinrys ("Patron") hereby retain the Services of Anthem Tax Services (ATS) to represent me (we) individually and (collectively). ATS agrees to represent the Patron in consideration of the Patron's payment of the obligatory fees, as set forth in Section 4 (see below). The duration of this Agreement shall be (1) year from date of this agreement, or until service(s) are completed (see Section 2: Scope of Representation Services).

Section 1: Patron Information

ID:	131899
Name:	Gustavo Kinrys
Address:	2 Fuller Brook Rd , Wellesley MA 02482
Tel #:	(617)953-8282
Taxpayer's SSN:	078-86-2739
DOB:	3/29/1971

Section 2: Scope of Representation - Services

1. ATS representation of Patron will include and is limited to the following services:

i. Tax Type:	Business & Personal
ii. Taxing Authority:	IRS
iii. Period/Years:	2020,2019,2018,2017,2016
iv. Tax Prep Years:	2019,2018,2017(Amendment),2016 (Amendment)
v. Tax Liability:	N/A

vi. Services to be performed:	Tax Return Preparation, Financial Evaluation, Revenue Officer, Tax Return Preparation, File Power of Attorney
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Description of Services:

Tax Return Preparation	Prepare or Amend 1040 Tax Return(s). Federal and State (if applicable) years listed above.
File Power of Attorney	File Form 8821 Tax Information Authorization, Form 2848 Power of Attorney, and/or State Taxing Authority(s) Power of Attorney, to provide representation for Patron. Additional fees may apply if a Revenue Officer (RO) is assigned to your case.
Investigation	Investigate IRS and/or State Taxing Authority(s) Master Tax Files regarding liability and Statute of Limitations. Order transcripts and Record of Accounts (ROA) to assess accuracy of tax debt.
Financial Evaluation	Financial Evaluation of questionnaires and income to determine present financial status and future financial growth according to IRS and/or State Taxing Authority(s) compliance guidelines.
Revenue Officer	We will represent you and correspond with any current or existing revenue officer or RO.

2. ATS's scope of services and representation is limited to those detailed above. ATS may, from time to time, provide Patrons with newsletters, informational brochures, and other updates about tax or tax liability matters, which are informational purposes only and should not be construed as an undertaking or obligation on the part of ATS to provide tax advice about any and all matters or developments that could potentially affect Patron.
3. Upon expiration of the term of this agreement, ATS will at its sole discretion, extend, renegotiate, or terminate the representation or services provided under this agreement.

Section 3: Patron Obligations

1. Patron agrees to make timely payments as required by any agreements Patron makes with the IRS, state taxing authorities, and all other taxing authorities as agreed to (collectively referred to as "Taxing Authorities").
2. Patron agrees that ATS's representation of Patron is conditioned upon Patron staying current with all future tax liabilities as they become due. Failure to stay current with any and all tax liabilities will be cause for termination of this Agreement, as it would greatly affect the ability for ATS to adequately represent Patron(s).

3. Patron further understands that Taxing Authorities, as a result of any non-compliance, may cause delays in the services ATS has been contracted to provide or may provide Patron.
4. Patron agrees to respond promptly and fully within 30 days of ATS' and/or any Taxing Authorities' requests for information and/or documents.
5. Patron understands that work product prepared for Patron by ATS is necessary and any delay in returning necessary work product may result in adverse consequences with the Internal Revenue Service and Taxing Authorities. Patron agrees to pay reasonably assessed fees arising out of or relating to delays caused in the return to ATS of documents, information, and/or records requested by ATS and/or Taxing Authorities. Patron understands and agrees that these fees are fair, reasonable, and required as a result of ATS' ongoing maintenance of Patron's matter.
6. By signing this agreement, Patron agrees and accepts that ATS has informed the Patron of his/her requirement to fully and meticulously disclose the nature and amplitude of the Patron's assets, liabilities, income and expenses, and that failure to accurately disclose those assets, liabilities, income and expenses, whether overstating or understating such assets, may conclusively invalidate any agreement entered into with Taxing Authorities, and may cause a variety of adverse consequences to Patron, and/or Patron's legal, tax, and/or financial interests.
7. Patron agrees to submit all forms prepared by ATS as provided to Patron by ATS without any changes or alteration, along with any documents indicated as being required or necessary by ATS.
8. Patron, by signing this agreement, agrees to pay ATS the fee, as outlined in Section 4 of this agreement, for ATS' representation and services.
9. Patron agrees to notify and provide to ATS with all copies of any Final Notice of Intent to Levy and Seize, which Patron received prior to becoming a patron, or that Patron receives at any time after becoming a Patron of ATS.
10. Patron agrees to refrain from contacting Taxing Authorities and their respective representatives without the prior express permission of ATS. Patron understands that contact with Taxing Authorities may have a negative effect on the services provided for the Patron's case and that ATS will not be held responsible for detrimental actions taken against Patron for unauthorized contact.

Section 4: Professional Fee

Fees. Patron agrees to pay the fee stated below for services rendered by ATS and/or any of ATS's affiliates, agents, or associates ("Services Fee"), through merchant accounts utilized by ATS for representation and services provided by ATS. The fee applies to




those services indicated in Section 2 of this agreement and is limited for the term of this Agreement. Fees are based on approximate hours spent on each type of service indicated in Section 2. Additional fees may be assessed or required for ATS' ongoing representation of Patron, if more hours are spent on each type of service indicated in Section 2 in conjunction with any other undisclosed complexities involved, if the scope of work or services changes, is altered, or is otherwise different from the services initially contemplated, or if, during the course of providing services, additional, new, different, or other services are required, necessary and/or appropriate. ATS reserves the right request additional professional fees from Patron in the event any of the aforementioned circumstances occurs, or as otherwise necessary or appropriate.

In the event that Patron obtains financing to pay the Service Fee using financing services arranged by or through ATS' service providers ("Financier"), Patron understands, acknowledges, and agrees that a percentage of the Services Fee will be retained by the Financier and that Patron will separately pay additional amounts in interest, fees, and finance charges to Financier pursuant to Patron's separate agreement with Financier, distinct from the Services Fee. In the event Patron does not wish to pay financing fees, charges, or interest to Financier, Patron's option is to remit the entirety of the Services Fee to ATS at the inception of this engagement or to use Patron's own credit facilities, such as credit cards, credit lines, etc., to pay the Services Fee.

Notwithstanding anything to the contrary anywhere else in this Agreement, for all Patrons paying Services Fees via installments, payment plans, or other similar arrangements, Patron understands, acknowledges, and agrees that ATS shall not commence work on Patron's matter until a minimum of **\$1,250.00** has been paid and/or deposited with ATS ("Minimum Deposit"), which is non-refundable and not subject to ATS' money-back guarantee. ATS reserves the right to increase the Minimum Deposit at any time and/or require additional Minimum Deposits upon written notice to Patron.

Total Fee: \$6500.00	Paid as follows (dates):	Amount:
	Date: 09/02/2021	\$5,500.00
	Date: 09/02/2021	\$1,000.00

*If the method of payment is by Credit Card, please complete the following:

		
Credit / Debit Card Number	Exp. Date	CVV Code
Gustavo D Kinrys		\$6500.00
Name as it appears on Card	Total Fee	
2 Fuller Brook Rd	Wellesley	MA 02482
Billing Address	City	State ZIP Code

1. If ATS is unable to deduct the payment(s) due to ATS to insufficient funds or the account is closed, or if the credit card charge is declined, ATS reserves the right to cancel this agreement or charge a penalty and collection fee. ATS shall in all such cases remain entitled to its Services Fee for work performed for, for the benefit of, or on behalf of Patron. Patron accepts responsibility

for any overdraft fees charged by bank. **Furthermore, if ATS is unable to deduct any payment(s) as agreed due to insufficient funds, account closure, or if the credit card charge is declined, Patron authorizes ATS to attempt withdrawal, charge, transfer and collection of the payment amount(s) listed in Section 4 up to 21 days after the specified payment date(s) specified in Section 4 above ("Grace Period").**

2. NOTICE AND ACKNOWLEDGEMENT OF PAYMENT FOR SERVICES: BY SIGNING THIS BILLING AUTHORIZATION FORM, PATRON HEREBY ACKNOWLEDGES AND AGREES TO RETAIN ATS FOR THE ABOVE STATED FEE TO REPRESENT PATRON BEFORE THE TAXING AUTHORITIES. PATRON FURTHER ACKNOWLEDGES THAT NO WARRANTIES OR PROMISES HAVE BEEN MADE TO ME AS TO ANY ULTIMATE OUTCOME WITH REGARDS TO MY TAX LIABILITY(S).

3. Patron understands and agrees that without timely payment made on the Service Fee, ATS will not be able to continue providing Patron with the Services, which may impair, impede, or harm Patron's interests. If Patron is unable to timely make payment on all Service Fee(s) owed, ATS shall have good cause to conclude the Services and cease representing Patron; and further, that in the event Patron seeks to later re-instate the engagement of ATS, Patron may be charged a reinstatement fee.

Signature of Non-Patron Payee (if applicable)

Section 5: General Provisions

1. **No Promises or Representations.** Patron agrees and acknowledges that ATS has not made and cannot make any representations or promises to Patron about any aspect of the Services. Nothing in this Agreement and nothing in our statements to you now or during the pendency of the Services should be construed as a promise or guarantee. Comments about the outcome of your matter are expressions of our opinion only.
2. **Fees Not Contingent on Success.** With the exception of services covered within ATS' Money Back Guarantee, Patron understands and agrees that the payment of Services Fee and all fees for ATS' Services are not contingent on the success of any component of the Services. The Services Fees will be due from Patron, regardless of the outcome of Patron's tax matter.
3. **Arbitration; Waiver of Jury Trial; Exception for ATS Collections.** With the exception of collection claims arising out of Patron's nonpayment of ATS' Services Fees or Costs, all other disputes under this Agreement or ATS' provision of Services or any matter in any way relating to ATS' work for Patron, Patron agree to submit said disputes to binding arbitration. The Arbitration shall be conducted before the Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California, pursuant to JAMS rules and before a JAMS Arbitrator selected by the parties or, if the parties cannot agree, pursuant to the JAMS rules. The parties agree that all disputes shall be governed by California law.

With respect to any claims or causes of action by ATS against Patron for nonpayment of ATS' Service Fees or Costs, Patron authorizes ATS to bring any such claims in small claims court or any limited or unlimited court of competent jurisdiction; and that ATS shall be entitled to its attorneys' fees and costs associated with all collection efforts.

4. **Limitation of Liability.** Patron acknowledges and agrees that ATS' maximum liability to Patron for any claim, cause of action, or allegation raised by Patron, of any kind or nature will be the total amount paid by Patron to ATS, and no greater.

5. **Limitation of Damages.** In no event shall ATS be liable to Patron for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever including, without limitation, lost funds, lost revenues, profits, savings or business, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, general negligence, but excluding gross negligence or willful misconduct) or otherwise, even if Patron has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by Patron.

6. **Warranties.** ATS makes no warranties, guarantees, or promises concerning its Services, or the outcome thereof, and disclaims all express and implied warranties, including but not limited to express warranties, warranties of fitness for a particular purpose, warranties of merchantability, or any others.

7. **Non-Disparagement.** Patron agrees not to engage in the public disparagement of ATS, including slander, defamation, and/or the public denigration of ATS and/or its products, services, staff, managers, owners, agents, representatives, contractors, and/or personnel.

Section 6: Miscellaneous Provisions

1. This agreement shall be governed by and constructed in accordance with the laws of the State of California.
2. ATS and Patron agree that under no circumstances shall ATS's total and absolute liability to Patron exceed an amount equal to the amount of the fee paid by Patron for services and representation as evidenced in Section 4 of this agreement.
3. This agreement supersedes all other agreements between Patron and ATS, including any representative of ATS, whether verbal or written.
4. ATS will not be liable to Patron, and ATS' performance herein may be excused, delayed, suspended whether definitely or indefinitely) for any event or circumstance beyond its control, including, but not limited to acts of God, war, government regulation, terrorism, disaster, strikes, civil unrest, civil disorder, failure to obtain labor or materials, or any other event beyond ATS' control that makes it inadvisable, illegal, impracticable, not feasible, or impossible for ATS to perform its obligations hereunder.

Third Party Providers. During the course of our services to you and/or representation of you, it may become necessary for us to communicate with, consult with, and/or retain the assistance of third parties and third-party service providers (“TPPs”). By agreement to these terms, you authorize us and provide written consent for us to share your information, records, financial information, tax information, and other details of your engagement with TPPs for the purpose of our provision of services to you. TPPs may include off-site vendors, copying vendors, data-entry services, consulting services, legal services, administrative assistants, and/or any other individual or entity. These TPPs may or may not have data-handling and recordkeeping handling policies, procedures, and practices, including those that materially differ from ours. We assume no responsibility nor any liability for a TPP’s violation of state or federal laws and/or the rights of any person that may result from any their acts, omissions, negligence, and/or conduct. Our use of TPPs will not increase your overall fees for our services, unless we notify you otherwise. Notwithstanding the foregoing, we do not sell client information or email addresses to third parties for advertising purposes.

Section 7: Cancellation and Refund Policy

1. Patron has the right to cancel this Agreement within 3 days from the date of this agreement by notifying ATS in writing, as attested by postmark or mail receipt.
2. Patron, upon cancellation in accordance with time-limits in Paragraph 1 above, may receive up to 80% refund of the Services Fee paid as indicated in Section 4 of this agreement.
3. Requests for cancellation and/or refund made after the three-day cancellation period shall be subject to \$350.00 hourly billing of ATS’ services provided to date, and the amount of refund to Patron, if any, shall be determined based upon hourly rates for work already completed including but not limited to preliminary work accomplished, case reviews, Patron and all other Services provided by ATS until the request for refund/cancellation was made.
4. ATS’s total liability to Patron shall be limited to the fee paid by Patron as evidenced in Section 4 of this agreement.
5. Patron shall not be entitled to a refund of the Services Fee in the event Patron fails to perform under the Agreement or breaches any portion of this Agreement.
6. Anthem offers a money-back guarantee designed to help you avoid wasting money on ineffective tax services. We will gather as much information from you as necessary and work with taxing authorities to give you the best chance of reducing your tax debt. Provided that you are in compliance with all patron obligations in this Agreement (including but not limited to promptly responding to our requests for information, records, financial or other information), if for any reason that does not work out and Anthem is given the opportunity to complete your case and explore all possible resolution options with all applicable taxing authorities, and taxing authority(ies) notifies us they will not reduce your overall or monthly payments by any amount, we will gladly refund you the fees you paid for our services beyond the amounts paid in the Minimum Deposit. Our Money Back Guarantee does not apply to bookkeeping and tax preparation services nor the Minimum Deposit paid by client.

Section 8: Additional Services

Credit Repair: _____

Debt Relief: _____

Section 9: Signatures

This agreement is entered on **9/2/2021** as evidenced by the signatures below.

Gustavo Kinrys

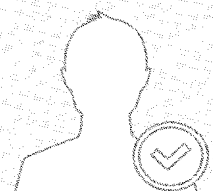

Tax Consultant:
Justin Ferrigno

Patron:
Gustavo Kinrys

Signature Certificate

Document Ref.: H256G-KQIYV-QFAKY-KPH3N

Document signed by:

	<p>Gustavo Kinrys Verified E-mail: kinrys@aol.com</p>	<p><i>Gustavo Kinrys</i></p> 
<p>73.4.35.79 02 Sep 2021 22:27:01 UTC</p>		

Document completed by all parties on:
02 Sep 2021 22:27:01 UTC

Page 1 of 1



Signed with **PandaDoc.com**

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

