

## DECLARATION OF LEAH MIN

I, Leah Min declare:

1. As a result of my direct involvement in the matters set forth below, I have personal and firsthand knowledge of the facts set forth in this declaration, and I could and would testify competently to such facts if called as a witness.
2. I am a first-year law student at Temple University Beasley School of Law and work at Locks Law Firm, both of which are located in Philadelphia, Pennsylvania.
3. In the summer of 2006, I began looking for an LSAT preparation course to aide me in studying for the October 2006 LSAT.
4. A friend and co-worker at Locks Law Firm, Philip Schwartz, told me that he had taken the TestMasters LSAT prep course in 2005 in Philadelphia and recommended it highly. He said that the TestMasters course was impressive because of the specific logic techniques they taught and that the course had helped him score very well on the LSAT.
5. I went online to find out more information about the TestMasters LSAT prep course. When I searched online for the term "test masters," I saw two resulting websites that seemed very similar: [www.testmasters.com](http://www.testmasters.com) and [www.testmasters180.com](http://www.testmasters180.com). I looked at both websites, but their similarities were enough that neither struck me as obviously being the correct website of the TestMasters to which Philip had referred me.
6. I wanted to determine which website was home to the authentic TestMasters. My experience with websites, in most cases, is that the simpler domain name belongs to the original, credible company while a variation on a domain name such as "testmasters180" generally belongs to a knock-off company attempting to attract customers by using the name and reputation of the original company.
7. So, in this case, I assumed that [www.testmasters.com](http://www.testmasters.com) was the website for the original TestMasters and therefore was the website for the TestMasters to which Philip had referred me.
8. I reviewed the schedules for LSAT courses available in Philadelphia via [www.testmasters.com](http://www.testmasters.com). I saw that they offered an LSAT course in Philadelphia beginning August 26, 2006, which fit my schedule well. I also noted that there was a discount available to anyone registering before a specific early registration deadline.
9. I decided to enroll in the TestMasters LSAT prep course via [www.testmasters.com](http://www.testmasters.com), but since I preferred to keep my money in my bank account earning interest as long as possible, I decided to delay spending my money on the course until the last day before the early registration deadline. I marked on my calendar the day I would register for the course, and then I waited for that day to arrive before I actually registered.
10. I had also noticed on [www.testmasters.com](http://www.testmasters.com) that they offered a group discount if a certain number of people signed up for the LSAT prep course together. So, while I waited for the day I had marked on my calendar to arrive, I was frequently looking on

www.craigslist.org for other people that might want to form into a group and together receive the group discount.

11. In summary, I was acutely aware of the LSAT course registration deadlines on [www.testmasters.com](http://www.testmasters.com) and I aimed to maximize any discounts I could receive while allowing the money in my bank account to accrue as much interest as possible before I spent it. I was not worried about the deadlines of other LSAT prep companies that might be passing me by because I felt like I had found the correct TestMasters and therefore did not need to trouble myself with the registration deadlines of other test prep companies.
12. The last day before the early registration deadline at [www.testmasters.com](http://www.testmasters.com) arrived. I had not found enough people to register with me that would warrant a group discount, so I registered for the LSAT course at [www.testmasters.com](http://www.testmasters.com) by myself.
13. As I filled out the registration papers for the course, I read a long disclaimer that required me to check a box. Checking the box meant that I understood that I was registering with a company called Test Masters based out of Houston, Texas, and that I had made sure that it was in fact the company with which I intended to enroll.
14. Despite all of the times I had looked at schedules and read about their classes on [www.testmasters.com](http://www.testmasters.com), I had not seen any warnings previously on their website about a special need to make sure I was signing up with the correct TestMasters, so the disclaimer in the contract seemed unusual.
15. But, since Philip had not made any specific distinction about the state of origin of the TestMasters course when he recommended it to me, I again assumed that [www.testmasters.com](http://www.testmasters.com) was the authentic TestMasters.
16. I checked the box on the disclaimer and finished mailing in my enrollment agreement to the Texas TestMasters for their LSAT prep class beginning August 26, 2006, in Philadelphia.
17. Not long after I finished sending in my enrollment to the Texas TestMasters, I emailed my friend Philip because I was still curious about the box I had checked in the disclaimer. I asked him if he had studied with the TestMasters based out of Houston, Texas, that operated the website [www.testmasters.com](http://www.testmasters.com).
18. Philip replied the next day that when he had referred me to study with TestMasters, he had actually referred me to the TestMasters found at [www.testmasters180.com](http://www.testmasters180.com). He said that he hoped I could get out of whatever I had signed with the other TestMasters.
19. I was shocked by Philip's response. I was also frustrated that I had been totally wrong in my assumption about which website belonged to the TestMasters to which Philip had referred me. I immediately knew that I wanted to cancel my enrollment and get my money back from the Houston-based TestMasters, though I was fearful that it was too late for a refund since I had already sent in my signed agreement.
20. Less than fifteen minutes after Philip informed me of my error, I emailed the Houston-based TestMasters requesting that they withdraw my registration from their course. They did cancel my registration and refund my money.

21. Without delay, I wanted to enroll with the authentic TestMasters to which Philip had referred me originally, which I later learned is based out of California and was founded by the course's writer, Robin Singh.
22. However, I quickly realized that the confusion concerning which company was the real TestMasters had left me in a difficult situation. As I checked the LSAT course schedules for Philadelphia on [www.testmasters180.com](http://www.testmasters180.com), I saw that all of the real TestMasters LSAT prep classes in Philadelphia had already started and that I had already missed the first three of a total of fifteen lessons.
23. On the other hand, I did not want to put off taking the LSAT in October because I did not want to wait longer to be able to begin applying to law schools.
24. I thought that there must be some way to remedy the situation, so I called the California-based TestMasters office from the phone number I found on their website at [www.testmasters180.com](http://www.testmasters180.com). Someone from their office answered the phone and we discussed my options.
25. I learned that I could make up the classes that I had missed by attending another of their LSAT classes elsewhere, but they had no other LSAT classes in Philadelphia with a course schedule that accommodated my needs.
26. I discussed with them the option of private tutoring, but I decided that my budget would not allow for the expense that a private tutor would incur.
27. Finally, we hit upon a solution: we saw that I would be able to make up the classes I had missed if I travelled to New York to attend them. I would enroll, attend the remainder of the Philadelphia LSAT course, and also commute periodically to New York where I could attend the first three classes.
28. Despite its large inconveniences, it was the only viable plan for me to be able to take the entire TestMasters LSAT prep course before the October 2006 LSAT, so I agreed to the plan.
29. I sent in my registration and payment to the California-based TestMasters for the full-length TestMasters LSAT course. Because the class had already started, I was subject to an additional \$50 late fee, which I paid.
30. Making up for the classes I had missed was time-consuming. I commuted three times by bus to New York from Philadelphia, which took about three hours each way, sometimes meaning that I had to leave for New York directly after I finished working on a weekday.
31. Moreover, Robin Singh's TestMasters LSAT prep course is already an academically challenging course, and the fact that I needed to make up the first three classes made the entire learning process even more complex for two reasons.
32. One, the course is designed so that a student builds upon what he or she learned in a previous lesson and applies those principals to the current lesson. I had to start into the higher level classes in Philadelphia without the foundational learning that I was picking up in the first three lessons which I was taking in New York, so at times it was a strenuous mental scramble to put all of the pieces together in the correct order.

33. Two, the scheduling of Robin Singh's TestMasters LSAT prep course is designed to allow time between lessons so students can do homework and absorb what they learned in the previous lesson. Since I was hurriedly cramming the first three lessons I was taking in New York into the schedule of the rest of my lessons in Philadelphia, I did not always have sufficient time to complete my homework or really soak up what I was learning in time for the next lesson, which affected my performance.
34. Despite these challenges, I am glad I was able to find and take the genuine TestMasters LSAT prep course because I found the course very helpful.
35. In retrospect, I see clearly that if I had never been confused about which company was the real TestMasters, or which website belonged to the real TestMasters, then I would not have wasted time waiting for the Texas-based TestMasters' early registration deadline to come around.
36. Instead, I would have visited [www.testmasters180.com](http://www.testmasters180.com) initially and registered in time to attend the entire, California-based TestMasters LSAT course in Philadelphia. I would have avoided eighteen hours of commuting to New York by bus, had the correct amount of time between lessons to do my homework and absorb what I was learning, and been able to avoid the \$50 late registration I had to pay.
37. To clear up the confusion, I feel that the Houston-based TestMasters should have been more upfront about the disclaimer which states that students should be sure they are registering with the correct company.
38. The disclaimer was the piece of information that caused me to ask Philip which TestMasters he took. So, if I had seen or heard mention of that disclaimer at any time before the moment when I sat down to formally register for their course, then I would have been able to ask Philip at that time to clarify which company he used. Philip would have told me the correct website address and I would have registered with the California-based TestMasters without confusion.
39. However, the disclaimer is buried amidst the rest of the enrollment contract and never mentioned elsewhere in the information about the Texas TestMasters' course, which discourages any early discovery of the truth.

I declare under penalty of perjury under the laws of the State of Pennsylvania that the foregoing is true and correct that this declaration was executed on October 9, 2008 at 4:30 pm,  
Date Time  
Pennsylvania.



Leah Min