


## STATEMENT OF MARTINE LACROIX

1. My name is Martine LaCroix. I graduated from St. John University.
2. 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.
3. I am interested in applying to law school for the 2006 year.
4. The LSAT is a requirement for application to law school.
5. My co-workers, Liz Ogir and Henry Tibensky referred me to TestMasters for my LSAT preparation. They told me that they were taking the class and that it was excellent and that their score rose tremendously by taking the class.
6. When I was ready to sign up for the TestMasters LSAT class, around May or June of 2005, I went to what I thought was the correct website at [www.testmasters.com](http://www.testmasters.com).
7. I saw that the website stated that the company did LSAT preparation so I had no reason to think that I had arrived at the wrong website or that there were two companies using this name to offer LSAT classes.
8. I called the toll-free 800 number listed on the website and registered for their LSAT course in New York City at Hunter College, which began on August 27, 2005 and ran each Saturday and Sunday for six hours per day. I thought this schedule seemed exhausting and wondered why it was not spread out.
9. At the first class, the teacher asked me and other students to sign a lengthy agreement that was two or three pages. This would be the second time that they would have me sign this agreement. The teacher said that we had to sign the agreement right then and there if we wanted to get a \$200 discount. Most students, wanting the discount, signed the agreement.
10. The agreement, among other things, made us agree that we had done our research before signing up for the class and that we were enrolling in the correct LSAT course. It also stated that there are other companies who do business under "similar" names, such as Robin Singh Educational Services Inc. and named a couple of other test preparation companies that I did not know. I thought it was odd that they would make us sign this agreement and made me very uncomfortable. But since they would not give a discount if we did not sign right then and there, I and other students signed it.
11. Once the class started, the teacher gave us a diagnostic test. After the diagnostic she gave us a lunch break. I was surprised that we would take a diagnostic in class, as the class was already so short. The teacher told us we would take a total of four diagnostic during the course of the class, one each week meaning that their course, which they advertise as 48 hours is really 34 hours, taught over a short time.
12. After lunch the teacher passed out what would be the "course materials". The materials consisted of two commercial books of 50 Actual LSATs and a small black binder containing a bunch of photocopied paper.
13. When I got these "course materials" I was immediately suspicious and I knew that something was wrong. I could not believe that I had paid this "compar y" over \$1,000 and I got three books, two which can be purchased at any book store and a

- small binder of messily thrown together photocopied pages. I had remembered that the people who referred me to TestMasters had received a huge jacket of about twenty books.
14. I had no idea what to think. I could tell that the other people in the class were also surprised. After we got these books some people in the class, who I believe became suspicious, started asking the teacher about her teaching credentials. She was very evasive and tried not to answer the questions. All she said was that she was the logical reasoning person and we would get another person to teach us games.
  15. When she started teaching we could tell that she did not really know the subject she was teaching.
  16. After the weekend ended she gave us only 8 logical reasoning questions for our homework. Since she was not going to teach the following week, we had two weeks to do eight homework problems. This was really odd. My co-workers who recommended TestMasters had so much homework each week that I then became extremely suspicious about the validity of this class.
  17. After the weekend, I also felt that I had not learned any techniques.
  18. On Monday I got to work and immediately went to my co-worker, Henry. I told him of my experience and we started comparing materials. I asked him why the schedule of his class was so different (his class took place over a two month period, meeting two to three times each week) and why did he get so many books.
  19. He told me that there are two TestMasters, the real one and the fake one.
  20. I told him I knew because they had me sign an agreement. I thought that I had gone to the real TestMasters because of the agreement they had me sign.
  21. He said there is one in Texas and one in California. I told him I am in the one in Texas. He told me that I was taking the fake one. I immediately got numb. I realized that I had been had. I told him I went to [www.testmasters.com](http://www.testmasters.com) and he told me I should have gone to [www.testmasters180.com](http://www.testmasters180.com).
  22. I then went to the website Henry sent me to and I realized that I had been scammed. Everything then started to make sense.
  23. I contacted the real TestMasters and I spoke with a customer service rep named Tiffany. I told her what happened and she told me that this has happened to other students.
  24. All of the real TestMasters classes had already started and I did not know what to do. I had registered early enough but I ended up getting shut out of all of the classes. Now I am forced to postpone my LSAT date and take the test later and apply to law school later. This has really hurt my application plans.
  25. I feel fortunate to have learned of my mistake early enough to take an LSAT prep course to prepare me to take the December LSAT, which I hope most schools will accept.
  26. I wish to let all of my classmates know about their mistake. I believe with a great amount of certainty that every single person in that class signed up for their company by mistake, as I did.
  27. This company should not be scamming students with one of the most important tests of their lives.

28. This Saturday I plan to go by the phony TestMasters class and distribute information to all of the students enrolled in that class to let them know that they too may have mistakenly signed up for the wrong TestMasters LSAI course and been scammed.
29. I now know why they asked us to sign that agreement in the beginning of the class. They knew they were duping us and they wanted us to have no recourse for getting a refund once we found out. Why else would the agreement say that there are companies doing business with "similar" names and then name Robin Singh Educational Services as a company with a "similar" name. Robin Singh Educational Services Inc. is the corporation name of TestMasters. They should have said that there are other companies doing business under the name Test Masters.
30. I have also learned that once the students do find out that they have been scammed, they agree to give the students a refund only if the student signs another long agreement agreeing to waive all claims they may have against them. I believe they ask students to sign this in exchange for their money so that they do not get sued for fraud. This then allows them to keep the money of students who never find out that they were scammed.
31. I am absolutely shocked at how elaborate their scheme to defraud students is. It is well thought out and worst of all, once a student signs up with this company, they have already signed all of these agreements waiving all of their rights so there is no way to get money back from them.

I declare under penalty of perjury under the laws of New York that the foregoing is true and correct, and that this declaration was executed on September 1, 2005 at New York, New York.

  
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Martine LaCroix