

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2017 SEP -6 PM 1:30

Case No.: 16-17-CV-1603-ORL-40TBS
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

JOYCE LORRAINE BROTZ,
Individually and on behalf of a class of
persons similarly situated,
Plaintiff,

vs.

SIMM ASSOCIATES, INC.
a Delaware corporation,
Defendant

_____ /

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JOYCE LORRAINE BROTZ, (hereinafter referred to as “Ms. BROTZ” or “Plaintiff”), by and through her undersigned counsel, and for her complaint and jury demand against the above-named defendant states as follows:

STATEMENT OF PARTIES

1. Plaintiff Joyce Lorraine Brotz is natural person, a citizen and resident of the State of Florida, currently residing in Oviedo, Seminole County, Florida, and who at all times relevant hereto resided in Seminole County, Florida.
2. Ms. BROTZ is a “consumer” as defined by 15 U.S.C. § 1692a (3).
3. Ms. BROTZ is a “debtor” as defined by Fla. Stat. § 559.55(2).
4. Defendant SIMM ASSOCIATES, INC. (hereinafter referred to as “SAI” or “Defendant” or its proper name) is, upon information and belief, a Delaware corporation with a principal place of business at 800 Pencader Drive, Newark, Delaware 19702.

5. Defendant SAI is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a (6), because SAI regularly uses the mails and/or the telephone to collect, or attempt to collect, delinquent consumer debts, including delinquent consumer debts in the Middle District of Florida.

6. On or about November 26, 2002, Defendant SAI registered to transact business in the State of Florida and described the purpose of its business in Florida as “debt collection”.

7. At all times relevant, Defendant SAI was licensed by the Florida Office of Financial Regulation as a “consumer collection agency” in the State of Florida.

JURISDICTION AND VENUE

8. This is a class action brought under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55 *et seq.*, for breach of contract, and for unjust enrichment.

9. Plaintiff has standing to bring a claim under the FDCPA and the FCCPA because she was directly affected by violations of those Acts, was subjected to Defendant’s illegal and improper debt collection activities, and suffered injury in fact as a direct consequence of Defendant’s illegal and improper debt collection activities, in the form of unlawful “convenience fees” paid.

10. This Court has jurisdiction over the Plaintiff’s claims pursuant to 28 U.S.C. § 1331, in that there are federal questions for claims brought pursuant to 15 U.S.C. § 1692k(d).

11. Venue is proper pursuant to 28 U.S.C. § 1391 because Plaintiff JOYCE BROTZ resides in this judicial district and the conduct complained of occurred in this district.

GENERAL ALLEGATIONS

12. On or about August 16, 2007, Ms. BROTZ and her son, William J Brotz, III, entered into a Non-Negotiable Credit Agreement with Bank of America, N.A. for her son’s education at the University of Central Florida. This loan is hereinafter referred to as the “Loan” and the contract is

referred to as the "Loan Agreement." A partial copy of the Loan Agreement, redacted for private information, is attached as Exhibit "A."

13. Subsequently, the National Collegiate Student Loan Trust (hereinafter referred to as "NCSLT") began demanding payment for the Loan.

14. Ms. BROTZ and William Brotz got behind in their loan payments to NCSLT, and allegedly defaulted on the Loan.

15. At some point after Plaintiff's alleged default, the original creditor of the Loan either directly or through intermediate transactions assigned, placed, transferred or sold the debt to Defendant for collection.

16. Defendant is not in the business of extending credit, selling goods or services to consumers.

17. Defendant regularly collects or attempts to collect past-due or defaulted debts allegedly owed to others which were incurred primarily for personal, family or household purposes.

18. Defendant is in the business of collecting past-due or defaulted debts or alleged debts of natural persons.

19. Defendant uses the mails, telephone, the internet and other instruments of interstate commerce in engaging in the business of collecting past-due or defaulted debts or alleged debts of natural persons which arise from transactions which are primarily for personal, family, or household purposes.

20. Defendant is engaged in the collection business

21. SAI contacted Ms. BROTZ by written communication and telephone calls seeking payments on the Loan debt. Exemplars of the written communications seeking payment sent by SAI to Ms. BROTZ are attached hereto as Exhibit B.

22. On or about August 6, 2014, Ms. BROTZ agreed to pay \$ 211.40 per month to repay the Loan. Ms. BROTZ paid this amount each month for a period of sixteen (16) months, beginning on

August 6, 2014, and continuing through November 6, 2015. Ms. Brotz authorized SAI to withdraw her payment directly from her checking account and SAI withdrew each of these payments via ACH electronic transfer(s).

23. In addition to withdrawing each of these sixteen (16) monthly payments of \$211.40 via ACH electronic transfer, SAI also withdrew a “convenience fee” in the amount of \$ 12.95 per month from Ms. Brotz’s account, causing her total monthly payments to be \$224.35 during those sixteen (16) months.

24. The terms of the Loan Agreement do not provide for, contain no provision agreeing to, and do not “expressly authorize” any “convenience fee” for ACH electronic transfer payments, or for any other charges based upon the borrower’s method of payment.

25. Prior to December 6, 2015, SAI’s employee called Ms. BROTZ and Ms. BROTZ agreed to pay \$ 251.40 per month.

26. During the period beginning December 6, 2015, and continuing through September 6, 2016, Ms. BROTZ paid \$ 264.35 (\$ 251.40 plus a \$ 12.95 convenience fee) each month for a period of ten (10) months.

27. At all times relevant hereto, Ms. BROTZ made her payments by ACH electronic fund transfers, thereby enabling SAI to withdraw the payments directly from her checking account.

28. The collection of the monthly \$12.95 “convenience fee” is unlawful and in breach of the Loan Agreement. *See Quinteros v. MBI Associates, Inc.*, 2014 WL 793138 (E.D. N.Y. Feb. 28, 2014).

29. In October, 2014, the Consumer Financial Protection Bureau (“CFPB”) released its Supervisory Highlights for Fall, 2014. Among the highlights were recent examinations of larger market participant debt collectors resulting in identification of “an unfair practice and several violations of the Fair Debt Collection Practices Act (FDCPA).” Supervisory Highlights, CFPB, Pg. 7, Section 2.2 (Oct. 2014).

30. In that report, the CFPB highlighted the unlawful imposition of convenience fees as an unfair practice and violation of the FDCPA. Supervisory Highlights, CFPB, Pg. 7, Sec. 2.2.1 (Oct. 2014).

CLASS ALLEGATIONS

31. It is or was Defendant's routine policy and practice to charge all consumers a fee for paying Defendant SAI using certain forms of payment including, but not necessarily limited to payment by electronic fund transfer (aka ACH electronic transfer) as Ms. BROTZ used.

32. It is or was also Defendant's policy and practice to collect and attempt to collect amounts that are incidental to the principal obligation, which amounts from consumers that are not expressly authorized by the agreement creating the debt or permitted by law.

33. Plaintiff is informed, and believes, and therefore alleges that Defendant's collection communications are designed to drive least sophisticated consumers, such as Plaintiff, to make payments by electronic funds transfer.

34. The inclusion of a "convenience fee" to make an electronic fund transfer payment is intended to falsely convey that Defendant is legally and/or contractually permitted to charge a "convenience fee" for an electronic funds transfer when in fact such a fee/charge is neither authorized by contract nor permitted by law.

35. The inclusion of a "convenience fee" to make a payment is a collection ploy and a deceptive tactic used to trick the least sophisticated consumer that paying by electronic funds transfer can cause the balance to be assessed a "convenience fee" and therefore increase when in fact such a fee/charge is neither authorized by contract nor permitted by law.

36. Upon information and belief, the "convenience fee" charged to all consumers for paying Defendant SAI using certain forms of payment, including electronic funds transfer, was mandatory.

37. The additional “convenience fee” charged to Ms. Brotz constitutes the collection of an amount incidental to the principal obligation that is not expressly authorized by the agreement creating the debt.

38. The additional “convenience fee” constitutes the collection of an amount incidental to the principal obligation that is not expressly authorized by Florida law.

39. Defendant’s characterization of the additional \$12.95 per electronic funds transfer payment charge as a “convenience fee” is false, deceptive, and misleading in that it is well in excess of the actual amount, if any, Defendant incurred with respect to its processing such payments.

40. Defendant’s characterization of the additional \$12.95 per electronic funds transfer payment charge as a “convenience fee” is false, deceptive, and misleading in that it fails to disclose the true nature of the fee and misrepresents the actual amount, if any, of the fee.

41. Defendant’s characterization of the additional \$12.95 per electronic funds transfer payment charge as a “convenience fee” is false, deceptive, and misleading in that it is well in excess of what any bank or payment processing entity would charge to process such a payment transaction.

42. Defendant’s characterization of the additional \$12.95 per electronic funds transfer payment charge as a “convenience fee” is false, deceptive, and misleading in that Plaintiffs understood it to mean, as would the least sophisticated consumer, that Defendants are legally entitled to charge or collect the fee when, in fact, it is not legally or contractually entitled to do so.

43. Plaintiff, JOYCE BROTZ, asserts her FDCPA, FCCPA, breach of contract, and unjust enrichment claims pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself in four (4) subclasses (hereinafter collectively referred to as the “Classes”) and defined as:

FDCPA SUBCLASS:

(i) All persons with addresses within the State of Florida who, (ii) SIMM ASSOCIATES, INC. charged a mandatory fee for the method of payment (“Convenience Fee”); (iii) when paying a debt; (iv) which, as shown by the nature of Defendant’s records, or the records of the original creditors, was primarily for personal, family, or household purposes (v) where the contract or agreement governing the account does not expressly allow Defendant to charge the borrower a Convenience Fee (vi) during the period beginning one year prior to the filing of the initial Complaint in this action through the date that Notice issues to the Class.

(The above described class is hereinafter referred to as the “FDCPA Subclass”).

FCCPA SUBCLASS:

(i) All persons with addresses within the State of Florida who, (ii) SIMM ASSOCIATES, INC. charged a mandatory fee for the method of payment (“Convenience Fee”); (iii) when paying a debt; (iv) which, as shown by the nature of Defendant’s records, or the records of the original creditors, was primarily for personal, family, or household purposes (v) where the contract or agreement governing the account does not expressly allow Defendant to charge the borrower a Convenience Fee (vi) during the period beginning two (2) years prior to the filing of the initial Complaint in this action through the date that Notice issues to the Class.

(The class defined immediately above is hereinafter referred to as the “FCCPA Subclass”).

BREACH OF CONTRACT SUBCLASS:

(i) All persons with addresses within the State of Florida who, (ii) SIMM ASSOCIATES, INC. charged a mandatory fee for the method of payment (“Convenience Fee”); (iii) when paying a debt; (iv) which, as shown by the nature of Defendant’s records, or the records of the original creditors, was primarily for personal, family, or household purposes where (v) the contract or agreement governing the account does not expressly allow Defendant to charge a Convenience Fee (vi) during the period beginning four (4) years prior to the filing of the initial Complaint in this action through the date that Notice issues to the Class.

(The class defined immediately above is hereinafter referred to as the “Contract Subclass”).

UNJUST ENRICHMENT SUBCLASS:

(i) All persons with addresses within the State of Florida who, (ii) SIMM ASSOCIATES, INC. charged a mandatory fee for the method of payment (“Convenience Fee”); (iii) when paying a debt; (iv) which, as shown by the nature of Defendant’s records, or the records of the original creditors, was primarily for personal, family, or household purposes where (v) the contract or agreement governing the account does not expressly allow Defendant to charge a Convenience Fee (vi) during the period beginning four (4) years prior to the filing of the initial Complaint in this action through the date that Notice issues to the Class.

(The class defined immediately above is hereinafter referred to as the “Unjust Enrichment Subclass”).

44. The Subclasses are so numerous that joinder of all members is impractical. Defendant routinely charged “convenience fees” for processing certain forms of payments as indicated in the letters attached as Exhibit “B” and in Defendant’s statements to Ms. BROTZ. Upon information and belief, defendant uses or used the same form letters and collection practices in connection with its collection efforts in hundreds of accounts within the state of Florida that fall within the above Class definitions. Given the percentage of consumers who pay by electronic funds transfer during the applicable time frame, it is reasonable to presume that there are hundreds of class members.

45. There are questions of law and fact common to the Classes and which predominate over any questions affecting only individual members. The common questions of fact are whether the Convenience Fees are authorized by Florida law and/or whether such fees are expressly authorized under the applicable loan agreements. The principal legal issues raised by these claims are whether Defendant’s “convenience fee” violates the FDCPA and the FCCPA as an unfair or deceptive means to collect a debt and/or is a charge which the debt collector is not entitled to demand in light of the common statutory prohibition against seeking payments which are not authorized in the Loan Agreement(s) unless such charges are expressly authorized under state law. A similar legal analysis will determine whether SAI breached the contracts with the consumers.

46. Plaintiff’s claims are typical of those individuals within the Class as Plaintiff paid the “convenience fee” charged by Defendant to other members of the Class. Plaintiff will fairly and adequately represent and protect the interest of the Class and Plaintiff does not have any interest that is antagonistic to the Class she seeks to represent.

47. The Plaintiff will fairly and adequately protect the interest of the class as she prosecutes her own individual claims. Plaintiff has retained counsel experienced in class actions as well as the

handling of FDCPA, FCCPA, and breach of contract actions. Neither Plaintiff nor her counsel has any interests antagonistic to the Class or which might cause them not to vigorously pursue this action.

48. Certification of a class under Rule 23(b)(3) is appropriate, in that a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The interests of the class members in individually controlling the prosecution and defense of separate actions is minimal, in that the class members are unlikely to be aware their rights were violated and in that individual actions are uneconomical. Difficulties likely to be encountered in managing this class action are substantially less than those that are involved in other types of cases routinely certified.

COUNT I: FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

49. The above paragraphs 1 through 48 are incorporated herein.

50. This is an action seeking class wide relief for Defendant's pattern and practice of charging a Convenience Fee from the Plaintiff and the FDCPA Subclass members.

51. In this case, the Defendant attempted to collect, and did collect, a "convenience fee" that was not owed.

52. Defendant SAI had no legal or contractual right to collect any amount as a "convenience fee" from Plaintiff and the FDCPA Subclass based upon the form of payment.

53. At all material times herein, Plaintiff's debt and the debt of others similarly situated were consumer debts as defined by the FDCPA, 15 U.S.C. § 1692a (5).

54. At all material times herein, Plaintiff and others similarly situated were "consumers" as defined by the FDCPA, 15 U.S.C. § 1692a (3).

55. At all material times herein, Defendant was a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a (6), as SAI began servicing the account after Plaintiff's and members of the FDCPA Subclass were in default.

56. At all material times herein, Defendant knew or should have known that the Loan Agreements giving rise to the debts which Defendant was attempting to collect from Plaintiff and persons similarly situated did not provide for a fee arising from the form of the borrowers' payments.

57. By assessing a "convenience fee" that was not legally owed, Defendant overstated the amount due from the Plaintiff and the FDCPA Subclass.

58. By collecting Convenience Fees which were not legally owed, Defendant converted funds belonging to the Plaintiff and the FDCPA Subclass to Defendant's use and benefit.

59. Defendant SAI violated the following sections of the FDCPA:

- (A) 15 U.S.C. § 1692e which prohibits debt collectors from using "any false, deceptive, or misleading representation or means in connection with the collection of any debt";
- (B) 15 U.S.C. § 1692e (2) which prohibits "the false representation of . . . (B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt";
- (C) 15 U.S.C. § 1692e (10) which prohibits "the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer";
- (D) 15 U.S.C. § 1692f which prohibits debt collectors from using "unfair or unconscionable means to collect or attempt to collect any debt"; and
- (E) 15 U.S.C. § 1692f (1) which prohibits debt collectors from "the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

60. As a direct and proximate result of Defendant's FDCPA violations, Plaintiff and others similarly situated have been harmed, including suffering actual damages in the form of unlawful "convenience fees" paid. Plaintiff and others similarly situated are also entitled to statutory damages under 15 U.S.C. § 1692k(a)(2)(B), and attorneys' fees and the costs of this action pursuant to 15 U.S.C. § 1692k(a)(3).

WHEREFORE, Plaintiff Joyce Lorraine Brotz requests that the Court enter judgment in favor of herself and the FDCPA Subclass she seeks to represent against Defendant SIMM ASSOCIATES, INC., a Delaware corporation for:

- A. Certification of this matter to proceed as a class action;
- B. Actual damages pursuant to 15 U.S.C. 1692k(a)(1);
- C. Statutory damages pursuant to 15. U.S.C. § 1692k(a)(2)(b);
- D. Attorney's fees, litigation expenses and costs of suit pursuant to 15 U.S.C. § 1692(a)(3); and
- E. Such other and further relief as the Court deems proper.

COUNT II – VIOLATION OF THE FLORIDA CONSUMER COLLECTION PRACTICES ACT (“FCCPA”)

61. The above paragraphs 1 through 48 are incorporated fully herein.

62. This is a claim for violation of the Florida Consumer Collection Practices Act (“FCCPA”), Fla. Stat. § 559.55 *et seq.*

63. At all times material to this complaint, Defendant was a “debt collector” as defined under Fla. Stat. § 559.55(6).

64. At all times material, Plaintiff and others similarly situated were “debtors” as defined by Fla. Stat. § 559.55(2).

65. At all times material, the debts of Plaintiff and the Class were “debts” or “consumer debts” as defined by Fla. Stat. § 559.55(1).

66. The FCCPA, Section 559.72(9) provides:

“In collecting consumer debts, no person shall:

- (9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, *or assert the existence of some other legal right when such person knows that the right does not exist.*”

Fla. Stat. § 559.72(9) (emphasis added).

67. The convenience fees charged to Plaintiff and Class members by Defendant were incidental to the consumer debts.

68. However, Defendant had no legal right to seek collection of any convenience fees from Plaintiff and others similarly situated.

69. By collecting the convenience fees, Defendant knowingly violated Fla. Stat. § 559.72(9) by claiming and attempting to enforce a debt which was not legitimate and not due and owing.

70. As a direct and primary result of Defendant's FCCPA violations, Plaintiff and others similarly situated have been harmed. Plaintiff and the Class members are entitled to actual damages, statutory damages, and attorney's fees and costs pursuant to Fla. Stat. § 559.77(2).

WHEREFORE, Plaintiff Joyce Lorraine Brotz requests that the Court enter judgment in favor of herself and the FCCPA Subclass she seeks to represent against Defendant SIMM ASSOCIATES, INC. for:

- A. Certification of this matter to proceed as a class action;
- B. Actual damages pursuant to Fla. Stat. § 559.77(2);
- C. Statutory damages pursuant to Fla. Stat. § 559.77(2);
- D. Attorney's fees, litigation expenses and costs of suit pursuant to Fla. Stat. § 559.77(2); and
- E. Such other and further relief as the Court deems proper.

COUNT III: BREACH OF CONTRACT

71. The above paragraphs 1 through 48 are incorporated fully herein.

72. Plaintiff and Bank of America, N.A., entered into a non-negotiable credit agreement entitled "Education Maximizer Graduate Loan" contract on or about August 16, 2007. This document is

hereinafter referred to as the “Loan Agreement.” A partial copy of the “Loan Agreement” is attached as Exhibit “A”.

73. Defendant acted as a debt collector to collect amounts due and owing under this Loan Agreement while the Loan Agreement was in default.

74. While acting as a debt collector to collect amounts due and owing under this Loan Agreement while the Loan Agreement was in default, defendant sought to collect, and did in fact collect from plaintiff and other persons similarly situated, a “convenience fee” not authorized by the Loan Agreement, or agreed to in the Loan Agreement.

75. In collecting a “convenience fee” not authorized by or agreed to in the Loan Agreement, defendant breached the Loan Agreement.

76. As a direct and proximate result of defendant’s breach, plaintiff and other similarly situated suffered actual damages, in the form of payment on non-contractual “convenience fees.”

WHEREFORE, Plaintiff Joyce Lorraine Brotz requests that the Court enter judgment in favor of herself and the Contract Subclass she seeks to represent against Defendant SIMM ASSOCIATES, INC. for:

- A. Certification of this matter to proceed as a class action;
- B. Actual damages, in an amount to be determined by the jury, plus interest and costs;
- C. The costs of this action;
- D. An award of such other and further relief as is deemed appropriate by the Court.

COUNT IV: UNJUST ENRICHMENT

77. Plaintiff re-alleges and incorporates paragraphs 1 through 48 as if fully set forth herein.

78. This Count is for unjust enrichment/restitution against Defendant for collecting and retaining a “convenience fee” that is not permitted under Florida law or authorized under the Loan Agreement entered into by Plaintiff Brotz’s son, from Plaintiff.

79. Specifically, defendant charged Plaintiff and others similarly situated a “convenience fee” for payments made on their debts, and such fee was not authorized under the Loan Agreement entered into or by Florida law.

80. Upon information and belief, defendant retained all or some portion of the “convenience fees” collected from Plaintiff and others similarly situated during the applicable time period.

81. As a result of its wrongful and unlawful conduct of retaining monies unlawfully collected, defendant has been unjustly enriched and has received a benefit under circumstances which make it unjust to retain such benefit without giving compensation.

WHEREFORE, Plaintiff Joyce Lorraine Brotz requests that the Court enter judgment in favor of herself and the Unjust Enrichment Subclass she seeks to represent against Defendant SIMM ASSOCIATES, INC. for:

- A. Certification of this matter to proceed as a class action;
- B. Actual damages, in an amount to be determined by the jury, plus interest and costs;
- C. The costs of this action;
- D. An award of such other and further relief as is deemed appropriate by the Court.

JURY DEMAND

Plaintiff demands trial by jury as to all claims and defenses.

DATED This 6th day of SEPTEMBER, 2017

s/BRIAN W. WARWICK
BRIAN W. WARWICK, ESQ.
FBN 0605573

JANET R. VARNELL
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(TO BE NOTICED)

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(TO BE NOTICED)

NOTE DISCLOSURE STATEMENT

\$ 28,235.29
05735023
 Loan No.

Borrower(s) WILLIAM J. BROTZ III
JOYCE L. BROTZ

Student: WILLIAM J. BROTZ III
 Date: August 21, 2007

WILLIAM J. BROTZ III
 13986 MAGNOLIA GLEN CIRCLE
 ORLANDO, FL 32828 USA

Lender Name and Address
BANK OF AMERICA N.A.
600 WILSHIRE BLVD. 4TH FLOOR
LOS ANGELES, CA 90017

This disclosure statement relates to your Loan Note disbursed on August 21, 2007. Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments scheduled.
10.651 %	\$ 46,555.20	\$ 26,400.00	\$ 71,955.20

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
240	\$ 303.98	On the 20th day of each month beginning 12/2008

VARIABLE RATE: The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar month.
- Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the last business day of each calendar quarter.
- LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the first business day of the preceding calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

LATE CHARGES: If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

Estimates: All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge)	\$	<u>28,235.29</u>
Reimbursement of Amount Financed		
Amount paid to WILLIAM J. BROTZ III and	\$	
Amount paid to JOYCE L. BROTZ	\$	<u>26,400.00</u>
Total Amount Financed	\$	<u>26,400.00</u>
Reimbursement of Prepaid Finance Charge		
Origination Fee	\$	<u>1,835.29</u>
Total Prepaid Finance Charge(s)	\$	<u>1,835.29</u>

NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION

Education Maximizer Undergraduate Loan		Academic Period: 08/2007-05/2008
Lender: Bank of America, N.A.	School: UNIVERSITY OF CENTRAL FLORIDA	
Loan Amount Requested: \$28400.00	Repayment Option: Full Deferral	
Deferral Period Margin: 4.5	Repayment Period Margin: 4.5	Loan Origination Fee Percentage: 6.50

Borrower Name: William J Brotz III Home Address: 13998 Magnolia Glen Circle Orlando, FL 32828
 Social Security #: [REDACTED] 760 Date of Birth: [REDACTED] 1981 Home Telephone: [REDACTED] -8086
 Mobile Telephone: [REDACTED] E-mail Address: [REDACTED]
 Borrower Citizenship (check one box): U.S. Citizen Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)
 Note: Personal reference name and address cannot match that of the Cosigner.
 Personal Reference Name: Alan D Brotz Reference Home Tel #: [REDACTED] Work Tel #: [REDACTED]
 Reference Street Address: [REDACTED]
 Reference City/State/Zip: [REDACTED]

Cosigner Name: Joyce L Brotz Home Address: 1303 Twin Rivers Blvd Oviedo, FL 32768
 Social Security #: [REDACTED] 9983 Date of Birth: [REDACTED] 1955 Home Telephone: [REDACTED] 9863
 Mobile Telephone: [REDACTED] E-mail Address: [REDACTED]
 Have you ever defaulted on a student loan or declared bankruptcy? No Yes
 Current Employer: STENSTROM ELEMENTARY Employer Telephone: [REDACTED]
 Current Position: Office staff Years There: 9 Years
 Years at Previous Employment: 0 Years
 Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.
 Cosigner Citizenship (check one box): U.S. Citizen Eligible Non-Citizen (Attach front & back copy of CIS)
 Note: Personal reference name and address cannot match that of the Borrower.
 Personal Reference Name: Lois Bond Reference Home Tel #: [REDACTED] Work Tel #: [REDACTED]
 Reference Street Address: [REDACTED]
 Reference City/State/Zip: [REDACTED]

Borrower and Cosigner: Read and, where indicated, sign and date the next page.

2007 AUG 16 A 10:00



By my signature, I certify that I have read, understood and agree to the terms of and undertake the obligations set forth on all seven (7) pages of this Loan Request/Credit Agreement BK.07-08.CSX1.10DC.0107 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signatures. If I choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signatures, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) my fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but my transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.



For the purposes of these Notices, the words "you" and "your" refer to the Cosigner, not the Lender.

NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley):
You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The holder of the loan can collect this debt from you without first trying to collect from the borrower. The holder of the loan can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required by Law):
Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumple con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

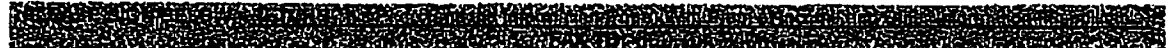
Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

For purposes of the following notices, "you" means the Borrower and Cosigner, not the Lender.

FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY CREDIT AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.



Signature of Borrower [Signature] Date 8/16/07

BY SIGNING THIS CREDIT AGREEMENT BELOW, I CERTIFY THAT I INTEND TO (I) APPLY FOR JOINT CREDIT AND (II) BE JOINTLY LIABLE WITH THE BORROWER FOR THIS LOAN.

Signature of Cosigner [Signature] Date 8/16/07

In this Credit Agreement, the words "I", "me", "my", and "mine" mean the person(s) who signed this Credit Agreement as Borrower and Cosigner. The words "his", "her", "his", and "her" mean Bank of America, National Association, its successors and assigns, and any other holder of this Credit Agreement. "School" means the school named at the top of the first page of this Credit Agreement. The "servicer" means the Lender or any entity it designates to service my loan.

A. PROMISE TO PAY: I promise to pay to you the Loan Amount Requested shown on the first page of this Credit Agreement, to the extent it is advanced to me or paid on my behalf, and any Loan Origination Fee added to my loan (see Paragraph F) (together, the "Principal Sum"), interest on such Principal Sum, interest on any unpaid interest added to the Principal Sum and late fees (see Paragraph E.6).

B. IMPORTANT - READ THIS CAREFULLY:

1. When you receive my signed Credit Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will electronically transfer the loan funds to the School for me, mail a loan check to the School for me, or mail a loan check directly to me. You have the right to not make a loan or to lend an amount less than the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me along with interest and all other amounts I owe (see Paragraph A). You have the right to disburse my loan through an agent. At your option, you may also make any loan check co-payable to me and the Cosigner or to me and the School.

2. **HOW I AGREE TO THE TERMS OF THIS LOAN.** By signing this Credit Agreement, and submitting it to the Lender, I am requesting that you make this loan to me in an amount equal to the Loan Amount Requested plus any Loan Origination Fee described in Paragraph F of this Credit Agreement. If you approve this request and agree to make this loan, you will notify me in writing and provide me with a Disclosure Statement, as required by law, at the time the loan proceeds are disbursed. The Disclosure Statement is incorporated herein by reference and made a part hereof. The Disclosure Statement will tell me the amount of the loan that you have approved, the amount of the Loan Origination Fee, and other important information. I will let you know that I agree to the terms of the loan as set forth in this Credit Agreement and in the Disclosure Statement by doing either of the following: (a) endorsing or depositing the check that disburses the loan proceeds; or (b) allowing the loan proceeds to be used by or on behalf of the student Borrower without objection. Upon receipt of the Disclosure Statement, I will review the Disclosure Statement and notify you in writing if I have any questions. If I am not satisfied with the terms of my loan as disclosed in the Disclosure Statement, I may cancel my loan. To cancel my loan, I will give you a written cancellation notice within ten (10) days after I receive the Disclosure Statement. If loan proceeds have been disbursed, I agree that I will immediately return the loan proceeds to you, will not endorse any check that disburses the loan proceeds and will instruct the School to return any loan proceeds to you. If I give notice of cancellation but do not comply with the requirements of this Paragraph B.2, this Credit Agreement will not be canceled and I will be in default of this Credit Agreement. (See Paragraph 1.)

C. DEFINITIONS:

1. "Disbursement Date" means the date or dates on which you lend money to me in consideration for my Credit Agreement and will be the date(s) shown on any loan check you prepare or the date(s) you initiate any electronic funds transfer.

2. The "Deferment Period" will begin on the Disbursement Date and end on the Deferment End Date.

3. "Deferment End Date" means the date specified below for the applicable loan program (the applicable loan program is stated on the first page of this Credit Agreement).

(a) **Undergraduate Alternative Loan Program:** If I have elected the "Immediate Repayment" option (the applicable repayment option is stated on the first page of this Credit Agreement), there is no Deferment Period, and my first payment will be 30-60 days after the disbursement of my loan. If I have elected the "Interest Only" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), then interest

payments will begin 30-60 days after the disbursement of my loan, the "Deferment End Date" will be the date the student Borrower first graduates or ceases to be enrolled at least half-time in the School (or another school participating in the loan program), and principal and interest payments will begin 30-60 days after that date. In any event, if I have elected the "Interest Only" repayment option, the Deferment End Date will be no more than 5 years after the Disbursement Date. If I have elected the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), then the "Deferment End Date" will be 180 days after the date the student Borrower first graduates or ceases to be enrolled at least half-time in the School (or another school participating in the Loan Program). In any event, if I have elected the "Full Deferral" repayment option, the Deferment End Date will be no more than 6 1/2 years after the Disbursement Date. For borrowers who chose the "Interest Only" or "Full Deferral" repayment options, joint and serial (associates in bachelors) degree recipients may continue in-school deferment while completing their second degree, up to the 8-year or 6 1/2-year maximum.

(b) **Graduate Professional Education Loan Program:** The Deferment End Date will be 180 days after the student Borrower graduates or ceases for any other reason to be enrolled at least half-time in the School (or another school participating in this Loan Program), but no more than 4 1/2 years after the Disbursement Date; provided, however, that if the student Borrower begins a medical residency or internship during the Deferment Period, then the Deferment Period will end 180 days after the day the residency or internship ends, but no more than 6 1/2 years after the Disbursement Date.

4. The "Repayment Period" begins the day after the Deferment Period ends. If there is no Deferment Period for my loan, the Repayment Period will begin when my loan is fully disbursed. The Repayment Period is 20 years unless monthly payments equal to the minimum monthly payment amount (See Paragraph E.2) will repay all amounts owed in less than 20 years, in which case the Repayment Period will be the number of months necessary to pay in full the amount I owe at the minimum payment.

D. INTEREST:

1. **Accrual -** Beginning on the Disbursement Date, interest will be calculated at the Variable Rate (Paragraph D.2) and charged on the Principal Sum, and on any unpaid interest later added to the Principal Sum according to Paragraph D.3. During the Repayment Period, interest will be calculated at the Variable Rate and charged on the outstanding balance of this Credit Agreement until all amounts are paid in full. Interest will be calculated on a daily simple interest basis. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by the number of days in that calendar year.

2. **Variable Rate -** The "Variable Rate" is equal to the Current Index plus a Margin. The Margins for both the Deferment Period and the Repayment Period are shown on the first page of this Credit Agreement. In no event will the Variable Rate exceed the maximum interest rate allowed by the laws of the State of California. The Variable Rate will change monthly on the first day of each calendar month (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar month (or for any shorter period beginning on the Disbursement Date and ending on the last day of a calendar month) will equal the LIBOR rate published on the first business day of the immediately preceding calendar month, rounded to the nearest one-hundredth of one percent (0.01%). If The Wall Street Journal (Eastern Edition) is not published or the Current Index is not given on that date, then the Current Index will be determined by using the immediately preceding published Current Index. If the Current Index is no longer available, you will choose a comparable index.

3. **Capitalization -** If I have elected the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), I am not obligated to make any payments until the loan enters the Repayment Period and you will add unpaid accrued interest to the principal loan balance as of the last day of each calendar quarter (the last

day of December, March, June and September) during the Deferral Period and as of the last day of my Deferral Period. Interest that is added to principal is called "Capitalized" interest. Capitalized interest will be treated as principal. In addition, if I am in default (see Paragraph I) and the loan has been sold to TERS (see Paragraph L.12), TERS may capitalize accrued and unpaid interest as of the date it purchases my loan. I understand that you will also add all accrued and unpaid interest to the principal balance of my loan at the end of any forbearance period (see Paragraph K).

E. TERMS OF REPAYMENT:

1. **Deferral Period** – If I have elected either the "Interest Only" repayment option or the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), you will send statements during the Deferral Period (showing the total outstanding principal balance of my loan and the interest that has accrued on my loan). You reserve the right to send statements or notices to either the Borrower or the Co-Signer. Statements will be sent to the address shown on your records. If I have elected the "Interest Only" repayment option, I agree to make payments each month during the Deferral Period equal to the accrued interest on the outstanding balance of this Credit Agreement. If I have elected the "Full Deferral" repayment option I may, but am not required to make payments during the Deferral Period. You will add any interest that I do not pay during the Deferral Period to the principal balance, as described in Paragraph D.3.

2. **Repayment Period** – The amount of my monthly payment ("Monthly Payment Amount") will be established based on the rules in this Credit Agreement when my Repayment Period begins. During the Repayment Period, you will send me monthly statements that show the Monthly Payment Amount and the payment due dates, and I will pay the Monthly Payment Amount shown on my monthly statement, which amount will in no event be less than \$25 or the unpaid balance, whichever is less. I understand that the Monthly Payment Amount is due each month. I may pay more than my Monthly Payment Amount at any time without penalty or charge. If my loan is in paid-ahead status, I may, but will not be required to make monthly payments. You reserve the right to send monthly statements to the Borrower and/or the Co-Signer. Even if I do not receive monthly statements, I will make consecutive monthly payments in amounts at least equal to the Monthly Payment Amount by the applicable payment due dates until I have paid all of the principal and interest and any other charges I may owe under this Credit Agreement.

3. **Repayment Terms** – My Monthly Payment Amount will be calculated as of the day the Repayment Period begins ("Repayment Date"). It will be recalculated (a) once each year prior to the anniversary of the Repayment Date, (b) if the Variable Rate changes between anniversaries of the Repayment Date to the extent that the Monthly Payment Amount would not pay in full the accrued monthly interest on my loan, (c) following any subsequent default or forbearance period or (d) following any request by the Borrower to the servicer to change the monthly payment due date (each of which events is a new "Repayment Date"). As of any Repayment Date, my Monthly Payment Amount will be recalculated. My new Monthly Payment Amount will be disclosed to me by the servicer. The new Monthly Payment Amount will equal the amount necessary to pay in full, over the number of months remaining in the Repayment Period, the amount I owe in equal monthly installments of principal and interest at the Variable Rate in effect at the time of the calculation. I understand that this may result in a reduction or increase in my monthly payment as calculated as of each Repayment Date. I understand that during the Repayment Period (and, if I have elected the "Interest Only" repayment option, during the period of interest payments) the servicer may change the monthly payment due date of future payments to a later date for the convenience of the servicer in processing payments or in order to coordinate the due dates of all of my loans processed by the servicer.

4. **Accounts Owed at the End of the Repayment Period** – Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due date, I may owe additional interest. If I have not paid my late fees, I will also owe additional amounts for those late

fees. In such cases you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

5. **Payments** – Payments will be applied first to late fees, other fees and charges, accrued interest, and the remainder to principal.

6. **Other Charges** – If any part of a monthly payment remains unpaid for a period of more than 15 days after the payment due date, I will pay a late fee not exceeding \$6.00 or 5% of the overdue payment amount, whichever is less. To the extent permitted by law, I agree to pay you all amounts you incur in enforcing the terms of this Credit Agreement, including reasonable collection agency and attorney's fees and court costs and other collection costs.

F. LOAN ORIGINATION FEE: If you charge me, I will pay you a Loan Origination Fee at the time my loan is disbursed. The dollar amount of any Loan Origination Fee will be determined by multiplying the Principal Sum times the Loan Origination Fee Percentage shown on the first page of this Credit Agreement. The percentage would be higher if occupied only on the amount advanced rather than on the entire Principal Sum (Loan Origination Fee plus the loan amount advanced). For example, a nominal Loan Origination Fee of 6.5% on the entire principal amount would equal 6.9619% of the amount advanced. The Loan Origination Fee I will pay, if any, will be shown on my Disclosure Statement and included with the Principal Sum. To the extent permitted by law, and unless I timely cancel this Credit Agreement (see Paragraph B.2), I will not be entitled to a refund of any Loan Origination Fee after my loan has been disbursed.

G. RIGHT TO PREPAY: I have the right to prepay all or any part of my loan at any time without penalty.

H. FORBEARANCE: If I am unable to repay my loan in accordance with the terms established under this Credit Agreement because of a hardship such as financial or medical difficulty, I may request that you modify these terms. I understand that such modification would be at your option, and, to the extent not prohibited by applicable law, you may charge me a fee equal to two percent (2%) of the outstanding principal balance if you agree to modify the terms of this Credit Agreement. I understand that I will remain responsible for all interest accruing during any period of forbearance and that you will add any 2% fee described in the previous sentence and all interest that I do not pay during any forbearance period to the principal balance, as described in Paragraph D.3.

I. WHOLE LOAN DUE: To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Credit Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you when due, (2) I die, (3) I break any of my other promises in this Credit Agreement, (4) any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors, or (5) I make any false written statement in applying for this loan or any other loan or at any time during the Deferral or Repayment Periods. If I default, I will be required to pay interest on this loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default. Upon default, you may also capitalize any interest and fees (i.e., add accrued and unpaid interest and fees to the principal balance), and increase the Margin used to compute the Variable Rate by two percentage points (2%).

J. NOTICES:

1. I will send written notice to you, any subsequent holder of this Credit Agreement, and the servicer within ten days after any change in my name, address, or enrollment status (for example, if the Borrower withdraws from the School or transfers to another school participating in this loan program).

2. Any notice required to be given to me by you will be effective when mailed by first class mail to the latest address you have for me. Unless required by applicable law, you need not give a separate notice to the Co-Signer, if any.

K. INFORMATION:

1. I must update the information I provided to you whenever you ask me to do so.

2. I authorize you from time to time to request and receive from other credit related information about me (and about my spouse if I live in a community property state).

3. CREDIT BUREAU REPORTING

You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults in my account may be reflected in my credit report.

I understand that the reporting of information about my account to credit bureaus may adversely affect my credit rating and my ability to obtain other credit. You may also report the status of my loan and my payment history, including information about a late payment, missed payment or other defaults in accordance with applicable law.

L. ADDITIONAL AGREEMENTS:

1. I understand that you are located in California and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

2. The proceeds of this loan will be used only for my educational expenses at the School. The Co-signer, if any, will not receive any of the loan proceeds.

3. My responsibility for paying the loan evidenced by this Credit Agreement is unaffected by the inability of any other person to me or by your failure to notify me that a required payment has not been made. Without losing any of your rights under this Credit Agreement you may accept (a) late payments, (b) partial payments or (c) payments marked "paid in full" or with other restrictions. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present this Credit Agreement to me for payment or make protest of non-payment to me before suing to collect on this Credit Agreement if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. I WILL NOT SEND YOU PAYMENTS MARKED "PAID IN FULL", "WITHOUT RECOURSE" OR WITH OTHER SIMILAR LANGUAGE UNLESS THOSE PAYMENTS ARE MARKED FOR SPECIAL HANDLING AND SENT TO THE ADDRESS IDENTIFIED FOR SUCH PAYMENTS ON MY BILLING STATEMENT, OR TO SUCH OTHER ADDRESS AS I MAY BE GIVEN IN THE FUTURE.

4. I may not assign this Credit Agreement or any of its benefits or obligations. You may assign this Credit Agreement at any time.

5. The terms and conditions set forth in this Credit Agreement and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of this Credit Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Credit Agreement without affecting the validity or enforceability of the remainder of this Credit Agreement.

7. A provision of this Credit Agreement may only be modified if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of this Credit Agreement.

8. To the extent permitted by law, you have the right to apply money from any of my deposit account(s) with you to pay all or a portion of any amount overdue under this Credit Agreement. I hereby authorize you to obtain from the School all amounts which may be owed to me by the School, including any refund due to overpayment, early termination of enrollment, or otherwise.

9. If this Credit Agreement is executed by more than one Borrower, each Borrower agrees that any communication between you and any of the Borrowers will be binding on all of the Borrowers. I intend to be treated as a principal of this Credit Agreement and not as a surety. To the extent I may be treated as a surety, I waive all notices to which I might otherwise be entitled as such by law, and all suretyship defenses that might be available to me (including, without limitation, contribution, subrogation and exoneration). I agree that the Borrower may agree in any forbearance or other modification of the repayment schedule and that such agreement will be binding on me. It shall not be necessary for you to resort to or exhaust your remedies against

the borrower before suing upon me to make repayment. For purposes of this paragraph only, "I" and "me" refer to the Co-signer only.

10. All dollar amounts stated in this Credit Agreement are in United States dollars. I will make all payments in United States Dollars with no deduction for currency exchange.

11. If the student Borrower fails to complete the education program paid for with this loan, the Co-signer and I are not relieved of any obligation within or pursuant to this Credit Agreement.

12. I understand and agree that this loan is an education loan and certify that it will be used only for costs of attendance at the School. I acknowledge that the requested loan is subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code because either or both of the following apply: (a) this loan was made pursuant to a program funded in whole or in part by The Education Resources Institute, Inc. ("TERI"), a non-profit institution, or (b) this is a qualified education loan as defined in the Internal Revenue Code. This means that if, in the event of bankruptcy, my other debts are discharged, I will probably still have to pay this loan in full.

13. I authorize any school that I may attend to release to you, and any other persons designated by you, any requested information pertinent to this loan (e.g., enrollment status, prior loan history, and current address).

14. I authorize the Lender, any subsequent holder of this Credit Agreement, and their agents (including TERI) to: (1) advise the School of the status of my application and my loan, (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Credit Agreement and related documents, (3) release information and make inquiries to the persons I have given you as references, for the purposes of learning my current address and telephone number, (4) check my credit and employment history and to answer questions about their credit experience with me, and (5) disclose to the Borrower and/or the Co-signer either in connection with this transaction or any future transaction all information (including status information and non-public personal information) of the Borrower and/or the Co-signer provided in connection with this Credit Agreement.

15. Waiver by Lender: You waive (give up) any right to claim a security interest in any property to secure this Credit Agreement. This does not affect any right to offset as a matter of law.

16. If I fax my signature(s) on the first page of this Credit Agreement back to you and keep the copy I signed, I understand that under federal law the fax you receive will be an original of the first page of this Credit Agreement. You and I agree that all copies of this Credit Agreement (including the fax you receive and the copy I retain), taken together, shall constitute a single original agreement.

17. If any Borrower or Co-signer elects to sign electronically an electronic record of this Credit Agreement, then the following will apply as between Lender and such person: (a) Lender will keep a non-modifiable electronic record of this document and provide a copy to me upon request, (b) I can and have downloaded and/or printed a copy of this document for my records or notified the Lender to mail me a copy of this document, and (c) the Lender's electronic record of this document and any printout from that record shall be an original for all purposes, including any lawsuit to collect amounts that I owe. If I physically sign a copy of this document that has been electronically signed by any other Co-signer or Borrower, as between me and the Lender the copy I sign (and any fax of that copy I may send to Lender) will be an original. However, the electronic signature of another party to this Credit Agreement and the Lender's electronic record of this document containing that signature will be as valid against me as an original, physical document that is physically signed by all parties.

M. DISCLOSURE NOTICES

**ALL APPLICANTS:
IMPORTANT FEDERAL LAW NOTICE—**
Important information about procedures for opening a new account:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CALIFORNIA RESIDENTS: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within 60 days a free copy of my consumer credit report from the consumer reporting agency who furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

IOWA, KANSAS AND NEBRASKA RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower and the Co-signer, not the Lender): **NOTICE TO CONSUMER.** This is a consumer credit transaction. 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THIS CREDIT AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

MARYLAND RESIDENTS: In Paragraph L.1, Lender and I have agreed that this Credit Agreement is governed by federal law and the laws of CALIFORNIA, without regard to conflict of laws rules; if any court should nevertheless determine that this Credit Agreement is subject to Maryland law concerning credit, then only to the extent that Maryland law applies. Lender and I agree and elect that this loan is made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except as presumed by federal law.

MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEVADA RESIDENTS: This is a loan for study.

NEW JERSEY RESIDENTS: The section headings of this Credit Agreement are a table of contents and not contract terms. Portions of this Credit Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Credit Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer report (credit report) may be obtained from a consumer reporting agency (credit bureau) in connection with this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my loan, taking collection action on my loan, or legitimate purposes associated with my loan.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: For married Wisconsin residents, my signature on this Credit Agreement confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.39 or court decree under Section 766.70 adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If the loan for which I am applying is granted, my spouse will also receive notification that credit has been extended to me.

BORROWER'S CERTIFICATION: I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that all information I provided to you in connection with this loan, including without limitation, the information contained in this Credit Agreement, is true, complete and correct to the best of my knowledge and belief and is made in good faith. I understand that I am responsible for repaying immediately any funds that I receive which are not to be used or are not used for educational expenses related to attendance at the School for the academic period stated. I certify that I am not now in default on a Federal Perkins Loan, a Federal Stafford Loan, a Federally insured Student Loan, a Federal Supplemental Loan for student Borrowers (SLS), a Federal PLUS Loan, an Income Contingent Loan, a Federal Consolidation Loan, a Federal Direct Loan, or any other education loan received for attendance at any school.

STATE-SPECIFIC CO-SIGNER NOTICES: For the purposes of the following notices only, the words "you" and "your" refer to the Co-signer, where applicable, not to the lender.

FOR CO-SIGNERS CO-SIGNING IN IOWA, NEW YORK AND SOUTH CAROLINA:

NOTICE: You agree to pay the debt identified below although you may not personally receive any property, goods, services, or money. You may be used for payment although the person who receives the property, goods, services, or money is able to pay. You should know that the Total Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the Credit Agreement or contract. You will also have to pay some or all of these costs and charges if the Credit Agreement or contract, the payment of which you are guaranteeing requires the Borrower to pay such costs and charges. This notice is not the Credit Agreement or contract that obligates you to pay the debt. Read the Credit Agreement or contract for the exact terms of your obligation.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

Name of Debtor: The Borrower and Co-signer identified on the first page of this Credit Agreement.

Name of Creditor: Bank of America, National Association, and its successors and assigns.

Date: If the loan is disbursed by check, the date of the check. If the loan is disbursed electronically, the date the creditor transmits the funds to the School.

Kind of Debt: Education loan.

Total of Payments: The Loan Amount Requested set forth on the first page of this Credit Agreement (to the extent advanced), plus interest and the Loan Origination Fee set forth in this Credit Agreement.

FOR OBLIGORS COSIGNING IN VERMONT:

NOTICE TO COSIGNER

YOUR SIGNATURE ON THIS CREDIT AGREEMENT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

FOR OBLIGORS COSIGNING IN WEST VIRGINIA:

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase the amount. The creditor can collect this debt from you without first trying to collect from the Borrower. The creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

September 10 2014

SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
888/572-8791

OUR CLIENT: NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3
ORIGINAL LENDER:
FOR:
BALANCE: \$35,411.14
ACCOUNT #: 589581760-008-PHEA

Dear JOYCE BROTZ,

Your account has been forwarded to this office for collections. This is a formal demand upon you for your payment of this debt. This is an important matter, which needs to be resolved, and requires your attention.

By resolving this matter, you will make continued collection efforts unnecessary. Our demand for payment does not affect your right to dispute this debt.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Unless you dispute this debt, your payment should be made directly to this office for prompt credit to your account. Should you desire a receipt, a self-addressed, stamp envelope is required. For payment options please see reverse side of this notice or visit our secure Website at www.simmassociates.com. The purpose of this communication is to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Jeffrey S. Simendinger
SIMM Associates, Inc.
888/572-8791

Money gram: Receive Code: 2800 City: Newark, DE	Overnight Mail: 800 Pencader Drive Newark DE 19702	Western Union Quick Collect: Code City: SIMM State: DE
Pay-by-Internet www.simmassociates.com/Payment.htm	Pay-by-Phone: TOLL FREE 888/572-8791	

**A Convenience fee may be assessed depending on the method of payment
Please See Reverse Side For Important Information**

Department 4121
PO Box 1259
Oaks PA 19458

Detach Bottom Portion And Return With Payment



Account #: 8082338	Balance: \$35,411.14
Client: NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3	

Opt-Out Notice (See back for details)



4703 - 1108



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32766-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7528
NEWARK DE 19714-7528



4703-87-1108



Department 4121
PO Box 1259
Oaks PA 19458



SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
866/572-8791 (302) 263-2800



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIDO FL 32766-5078

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



September 18 2014

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$412.95 on 09/26/2014. You authorized this payment during a telephone conversation on 09/12/2014. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:

SIMM Account Number: 8062338
Balance: \$35,411.14
Original Creditor: BANK OF AMERICA
Client Account Number: 589561760-008-PHEA
Last Pay Date:

X

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at 866/572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

****Please See Reverse Side For Important Information****



Department 4121
PO Box 1259
Oaks PA 19456



SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
888/572-8791 (302) 283-2800



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32768-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



September 29 2014

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$224.36 on 10/03/2014. You authorized this payment during a telephone conversation on 09/12/2014. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:

SIMM Account Number: 8062338
Balance: \$35,011.14
Original Creditor: BANK OF AMERICA
Client Account Number: 589581760-008-PHEA
Last Pay Date: 09/26/2014

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at 888/572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****



Department 4121

PO Box 1259

Oaks PA 19456



SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
866/572-8791 (302) 283-2800



8882-24



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32768-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



October 29 2014

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$224.35 on 11/08/2014. You authorized this payment during a telephone conversation on 09/12/2014. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:

SIMM Account Number: 8062338
Balance: \$34,799.74
Original Creditor: BANK OF AMERICA
Client Account Number: 569561760-008-PIEA
Last Pay Date: 10/06/2014

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at 866/572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****

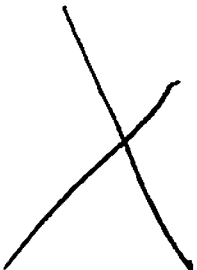


Department # 119823
PO Box 1259
Oaks PA 19456



SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
800/572-8791 • (302) 283-2800



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIDO FL 32786-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



April 28 2015

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$224.35 on 05/06/2015. You authorized this payment during a telephone conversation on 02/13/2015. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035148

For:

SIMM Account Number: 8082338
Balance: \$33,531.34
Original Creditor: BANK OF AMERICA
Client Account Number: 589561760-008-PHEA
Last Pay Date: 04/06/2015

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at 888/572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,

Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****



Department 17-0820
PO Box 1259
Oaks PA 19456

SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
888/572-8781 (302) 283-2800



X



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32766-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



June 29 2015

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$224.35 on 07/16/2015. You authorized this payment during a telephone conversation on 02/13/2015. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:
Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:
SIMM Account Number: 8062338
Balance: \$33,108.54
Original Creditor: BANK OF AMERICA
Client Account Number: 589561760-008-PHEA
Last Pay Date: 06/08/2015

265
225
40
250
12
62

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at 866/572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****



Department # 119829
PO Box 1259
Oaks PA 19456



SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
(866) 572-8791 • (302) 263-2800



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32766-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



August 31 2015

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$264.35 on 09/07/2015. You authorized this payment during a telephone conversation on 08/11/2015. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:

SIMM Account Number: 8062338
Balance: \$32,685.74
Original Creditor: BANK OF AMERICA
Client Account Number: 589581760-008-PHEA
Last Pay Date: 08/06/2015

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at (866) 572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****



Oaks PA 19456

SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
(800) 572-8791 • (302) 283-2800



3982-7



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32766-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



September 28 2015

Dear JOYCE BROTZ,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$264.35 on 10/06/2015. You authorized this payment during a telephone conversation on 08/11/2015. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035146

For:

SIMM Account Number: 8062338
Balance: \$32,434.34
Original Creditor: BANK OF AMERICA
Client Account Number: 589561760-008-PHEA
Last Pay Date: 09/08/2015

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at (866) 572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

A convenience fee may be assessed based on the method of payment. Please reference www.simmassociates.com/payment.htm

****Please See Reverse Side For Important Information****



Department # 11987

PO Box 1259
Oaks PA 19456



SIMM ASSOCIATES, INC.

800 PENGADEER DRIVE
NEWARK DE 19702
(866) 572-8791 • (302) 283-2800

11
Amber



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32768-5076

SIMM ASSOCIATES, INC.
P.O. BOX 7528
NEWARK DE 19714-7528



December 01 2016

Dear Joyce Brotz,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$251.40 on 12/06/2016. You authorized this payment during a telephone conversation on 11/29/2016. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035148

For:

SIMM Account Number: 8062338
Balance: \$27,136.46
Original Creditor: BANK OF AMERICA
Client Account Number: 589561780-008-PHEA
Last Pay Date: 11/30/2016



X

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at (866) 572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

****Please See Reverse Side For Important Information****



Oaks PA 19456

SIMM ASSOCIATES, INC.

800 PENCADER DRIVE
NEWARK DE 19702
(888) 572-8791 (302) 283-2800



3982 - 23



JOYCE BROTZ
1303 TWIN RIVERS BLVD
OVIEDO FL 32766-5076

00327R

SIMM ASSOCIATES, INC.
P.O. BOX 7526
NEWARK DE 19714-7526



December 29 2016

Dear Joyce Brotz,

Pursuant to Federal Law, this letter is written to notify you of our intent to deposit the automated clearing house (ACH) debit in the amount of \$251.40 on 01/06/2017. You authorized this payment during a telephone conversation on 11/29/2016. SIMM Associates, Inc. uses ACH electronic deposit transfers as its means to collect check funds.

Transaction:

Bank Name: NATIONSBANK, NATIONAL ASSOCIATION (SOUTH)
Account Number: 003624035148

For:

SIMM Account Number: 8062338
Balance: \$26,991.03
Original Creditor: BANK OF AMERICA
Client Account Number: 689561760-008-PI-HEA
Last Pay Date: 12/08/2016

This transaction will be applied to the account listed above. If you have any questions or wish to make corrections to the information listed above, please contact our office at (866) 572-8791 and an associate will be glad to assist you.

Thank you for your cooperation.

Sincerely,
Jeffrey Simendinger
SIMM Associates, Inc.

This communication is from a debt collector and is sent for debt collection purposes and any information obtained will be used solely for that purpose.

****Please See Reverse Side For Important Information****



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS JOYCE LORRAINE BROTZ, INDIVIDUALLY AND ON BEHALF OF A CLASS OF PERSONS SIMILARLY SITUATED

DEFENDANTS SIMM ASSOCIATES, INC.

(b) County of Residence of First Listed Plaintiff Seminole, FL
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant New Castle, DE
 (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Brian Warwick, Varnell & Warwick, PO Box 1870, Lady Lake, FL 32158 (352) 753-8600

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff, and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC Section 1692

Brief description of cause:
Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 09/06/2017 SIGNATURE OF ATTORNEY OF RECORD
s/ Brian W. Warwick

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Simm Associates Charged Illegal 'Convenience Fee'](#)
