

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**JORDAN F. DAVIS**  
**On Behalf of Herself**  
**and All Others Similarly Situated,**

**Plaintiff**

**PROPOSED CLASS ACTION**

Case No.  
Hon.  
Magistrate Judge:

v.

**ENERSON LAW, LLC and  
CACH, LLC**

**Defendant.**

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**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, JORDAN F. DAVIS (Hereinafter termed "Plaintiff" or "Davis"), on behalf of themselves and all others similarly situated, and by way of this Class Action Complaint against Defendant ENERSON LAW, LLC ("Enerson") and CACH, LLC ("CACH") and state:

**I. PRELIMINARY STATEMENT**

1. Plaintiff, on behalf of herself and all others similarly situated, and demanding a trial by jury, brings this action for the illegal practices of the Defendants who, *inter alia*, used false, deceptive, misleading, unconscionable, and other illegal practices, in connection with their attempts to collect an alleged debt from the Plaintiff and others.

2. Defendants are filing debt collection lawsuits and threatening Michigan residents

with lawsuits and threats of lawsuits throughout Michigan based upon SallieMae debt they don't own, have not been assigned, are not in the chain of title to prove ownership or have standing to sue upon. Defendants own lawsuits don't allege ownership or transfer of ownership to them. See **Exhibit 3**.

3. The Plaintiff alleges that Defendants' collection practices violate the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.* ("FDCPA") and The Regulation of Michigan Collection Practices Act (RCPA), codified at MCL 445.251 *et seq.*

4. Such violative collection practices include, *inter alia*, sending consumers written communications that:

- (a) Make false, deceptive, and misleading representations that Defendants are allowed and permitted to sue Michigan Residents that based upon student loan debt have no standing to sue upon. Examples of the debt are at **Exhibit 2**; and
- (b) Collecting and attempting to collect a debt based upon a note not assigned or sold to Defendants. See Examples at **Exhibit 1 and Exhibit 2**.
- (c) The class members include all Michigan consumers that received a letter or a lawsuit from Defendants in the form of **Exhibit 1 and Exhibit 3** and/or were sued and/or sued which resulted in a judgment based upon student loan debt not owned by or assigned to Defendants or that Defendants had the no right to collect upon.
- (d) Michigan residents are being forced or threatened into payment plans with Defendants on debts Defendants have not proof or ownership or assignment to act or sue upon.

5. The FDCPA regulates the behavior of collection agencies attempting to collect a debt on behalf of another. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to a number of personal bankruptcies, marital instability, loss of jobs, and invasions of individual privacy. Congress enacted the FDCPA to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses. 15 U.S.C. § 1692(a) - (e).

6. The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. The Sixth Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of the "least sophisticated consumer." *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir. 2006). This standard ensures "that the FDCPA protects all consumers, the gullible as well as the shrewd." *Kistner v. Law Offices of Michael P. Margelefsky, LLC.*, 518 F.3d 433, 438 (6th Cir. 2008).

7. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection letters and names a non-exhaustive list of certain *per se* violations of false and deceptive collection conduct. 15 U.S.C. § 1692e (1)-(16). Among these *per se* violations prohibited by that section are: false representations concerning the character, amount, or legal status of any debt, 15 U.S.C. §1692e(2)(A); and the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 15 U.S.C. § 1692e(10).

8. To prohibit unconscionable and unfair practices, the FDCPA at 15 U.S.C. § 1692f, outlaws the use of unfair or unconscionable means to collect or attempt to collect any debt and names a non-exhaustive list of certain *per se* violations of unconscionable and unfair collection conduct. 15 U.S.C. §§ 1692f(1)-(8). Included among the *per se* violations prohibited in this section are the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly permitted by law, 15 U.S.C. § 1692f(1).

9. The RCPA, like the FDCPA, prohibits debt collectors from using deceptive, coercive, threatening, abusive, and other repugnant practices for collecting a consumer debt. *McKeown v. Mary Jane M. Elliott P.C.*, No. 07-12016-BC, 2007 WL 4326825, at \*5 (E.D. Mich. Dec. 10, 2007 (citing *Hubbard v. Nat'l Bond and Collection Assocs., Inc.*, 126 B.R. 422, 426 (D.Del.1991)) held that “§ 445.252(e) applies to Defendant, its analysis is similar to that under § 1692e of the FDCPA, both of which bar misleading and deceptive communications... In light of the similarity between 15 U.S.C. § 1692e and these causes of action, it appears appropriate to view Plaintiff’s claims under the same “least sophisticated consumer” standard.

10. The Plaintiff, on behalf of herself and all others similarly situated, seeks statutory damages, actual damages, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court given how Plaintiff and class members are damaged in being sued by debt collectors with no standing to sue upon the alleged student debt in violation of the FDCPA, RCPA, and all other common law or statutory regimes.

11. This case involves an obligation, or an alleged obligation, primarily for personal, family, or household purposes, and arising from a transaction or alleged transaction. The Regulation of Collection Practices Act, (RCPA) codified at MCL 445.251 et seq., deals with debt collection practices by “regulated persons” in the State of Michigan. The RCPA applies to debt

collectors, banks, and a range of other creditors.

## **II. PARTIES**

12. Plaintiff Davis is a natural person and consumer and resided in the City of Troy, County of Oakland, and State of Michigan.

13. At all times relevant to this complaint, ENERSON LAW, LLC (“ENERSON”) is a debt collector law firm engaged in the business of using the mails and telephone to collect consumer debts originally owed to others under the FDCPA located in the State of Wisconsin with a satellite office at Farmington Hills in Oakland County. Their website states:

What is Enerson Law?

We are a law firm hired by SquareTwo Financial and its subsidiaries to attempt to resolve your consumer or commercial debt. We want to work with you to create a payment solution that is appropriate for your unique financial situation. If you have received a letter or phone call from our office, we invite you to contact us today so we can try to help you resolve your account.

**Please see Exhibit 4**

14. CACH is a debt collector and debt buyer located in an address of 4340 S. Monaco, 2nd FL, City of Denver, State of Colorado, and is a debt collector that purports to purchase default student loan debt prior to having Enerson Law prosecute lawsuits based upon the student loan debt similar to the Sallie Mae debt at **Exhibit 2**. The Enerson Law website identifies who CACH is:

What is CACH or CACV of Colorado

CACH, LLC, CACV of Colorado, LLC or one of SquareTwo Financial’s other subsidiaries, now owns your debt. This subsidiary has purchased your debt from your prior creditor. In other words, your account is no longer owed to your prior creditor. You are still responsible for your debt, but now you owe the subsidiary the money needed to resolve your unsettled financial obligation.

**Please see Exhibit 4**

## **III. JURISDICTION & VENUE**

15. Jurisdiction arises under 15 U.S.C. § 1692k (d) and 28 U.S.C. §§ 1331, 1337.

Supplemental jurisdiction for Plaintiff's state law claims arise under 28 U.S.C. § 1367. Supplemental jurisdiction for Plaintiff's state law claims arise under 28 U.S.C. § 1367. *Baltierra v. Orlans Associates PC*, No. 15-cv-10008 (E.D. Mich. Oct. 7, 2015).

16. The factual basis of the RCPA claim is the same as the factual basis of the FDCPA claim and this district court has "supplemental jurisdiction over all other claims that are so related to the claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. 28 U.S.C. § 1367(a). Declaratory relief is available pursuant to under 28 U.S.C. §§ 2201, 2202. Supplemental jurisdiction for Plaintiff's state law claims arise under 28 U.S.C. § 1367.

17. Venue is appropriate in this federal district pursuant to 28 U.S.C. §1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred within this federal judicial district, and because each of the Defendants are subject to personal jurisdiction in the State of Michigan at the time this action is commenced.

#### **IV. FACTS CONCERNING PLAINTIFF**

18. Plaintiff allegedly incurred a financial obligation to SallieMae based upon two promissory notes that were unsigned on March 3, 2007 and May 12, 2007. **Please see Exhibit 2.**

19. Because of financial hardship, Ms. Johnson was unable to make her installment payments and defaulted on the Obligations. At some point after Plaintiff's alleged default, Plaintiff received letters from CACH through attorney law offices.

20. The alleged Obligation is a "debt" as defined by 15 U.S.C. §1692a (5).

21. The alleged Obligation is a "claim" or "debt" as defined by MCL 445.251(a).

22. Plaintiff is, at all times relevant to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

23. Plaintiff is, at all times relevant to this complaint, a “consumer” or “debtor” as that term is defined by MCL 445.251(d).

24. The Application for the promissory notes at Exhibit 2 both stated that the loan was from the creditor, SallieMae:

**True and Exact Copy of the Original**

<b>Signature Student Loan<sup>®</sup></b>	<b>SallieMae</b>	Academic Year 2006-2007
<i>Application and Promissory Note</i> For Loan Applications Received by May 31, 2007	1-800-377-4310	XS 9009770000

The address of SallieMae is in Gainesville, State of Florida and listed on the bottom of the Applications:

I hereby certify that the Borrower is eligible for a Signature Student Loan; that the Total Certified Amount does not exceed the student's cost of attendance minus other financial aid; that the School will, at the request of the lender, provide the lender with subsequent information regarding the Borrower's attendance; that this School will comply with all applicable loan policies and provisions; and that information provided in Sections A and B is true, complete and correct to the best of my knowledge and belief.

Authorized school official Sign and date:	Print or type Name and title:	App Code: 10600001 Form Mail Code: 11000001
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ONWLD SWB Return Application To: Sallie Mae, PO Box 147823, Gainesville, FL 32614-7823 (copyright © Sallie Mae 2006-06)

Please see Exhibit 2.

25. At the time of the creation of the Obligations listed at Exhibit 2, SallieMae was known by the name SLM Corporation and Sallie Mae Bank.

26. Together, Defendants Enerson and CACH are suing Michigan residents like Ms. Davis based upon student loan debt they claim to have purchased from a SLM Education Credit Finance Corporation. A typical Sale Agreement that Defendants state evidences their right to sue on the purchased debt like the one at Exhibit 2 states,

**EXHIBIT B  
BILL OF SALE AND ASSIGNMENT**

**SLM EDUCATION CREDIT FINANCE CORPORATION ("Seller") for value received and pursuant to the terms and conditions of that certain Charged Off Educational Loan Portfolio Purchase and Sale Agreement dated as of October 1, 2012, between Seller and CACH, LLC ("Purchaser") ("Purchase Agreement"), hereby assigns effective as of the 1<sup>st</sup> of October all rights, title, and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit A attached hereto and made a part hereof for all purposes.**

Please see Exhibit 5 representing the "Sale" of the two promissory notes of Exhibit 2 to CACH, LLC.

27. There is no SLM Education Credit Finance Corporation in the chain of title or assignment from SallieMae that grants SLM Education Credit Finance Corporation the power to sell the debt to CACH.

28. There is no SLM Education Credit Finance Corporation listed as a corporation in the State of Florida (the Gainesville, Florida address of SallieMae), in Michigan where Michigan Residents are being sued upon this debt or in Colorado or Wisconsin where Defendants are located.

29. Defendants are suing Michigan residents for defaulted student loan debt without ownership of the debt or standing to sue upon the debt in Michigan court rooms through examples of lawsuits at Exhibit 3.

30. Defendants are obtaining judgments against Michigan residents based upon student loan debt without ownership of the debt or standing to sue upon the debt in Michigan court rooms.

31. Defendants are threatening to sue upon student loan debt against Michigan residents that Defendants have no right to sue upon and to settle debts with a threat, forcing Michigan residents to make payment arrangements with them.

32. Even the form or template complaint Defendants rely upon to sue Michigan residents (Exhibit 3) does not allege it has the right to sue upon the debt, owns the debt or has been assigned the debt:



**AMENDED COMPLAINT**

Plaintiff, CACH, LLC, by ENERSON LAW, LLC and through its undersigned counsel, for its Complaint in the above-captioned matter, states as follows:

1. Defendant(s), JORDAN F DAVIS currently resides in the State of Michigan, vesting this Honorable Court with personal jurisdiction under MCL 600.701.
2. The amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under MCL 600.8301 and venue is proper under MCL 600.1621 via MCL 600.8312(5).

**BREACH OF CONTRACT**

3. Defendant(s) entered into a contractual loan agreement with Plaintiff or Plaintiff's assignor to borrow money in accordance with the terms and conditions of the agreement attached, See Exhibit A.
4. Per the terms and conditions of the agreement, Defendant(s) was to repay the principal amount financed, plus applicable interest and late fees, as provided for in the fee schedule.
5. However, Defendant(s) defaulted under the terms and conditions of the agreement by failing to make the requisite payments.
6. As a result of the failure to pay, the amount currently due and owed to Plaintiff

WHEREFORE, Plaintiff, CACH, LLC, respectfully requests that this Honorable Court enter judgment in its favor against Defendant(s), JORDAN F DAVIS in the amount of \$\_\_\_\_\_ and costs, and a statutory attorney fee/over sundry fee.

52-DISTRICT COURT  
TROY, MI  
JUN 15 2016  
RECEIVED FOR FILING

Dated: 6/15/16

Respectfully Submitted,  
ENERSON LAW, LLC  
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By:

Choi Portis, Of Counsel #77123  
David J. Canine, Of Counsel #P61828  
30150 Telegraph, Suite 444  
Bingham Farms, MI 48025-4519  
(855) 517-6279 Attorney Direct Phone No. (248) 737-4999

*Court Original*

33. Defendants are filing debt collection lawsuits and threatening Michigan residents with lawsuits throughout Michigan based upon SallieMae debt they don't own, have not been assigned, are not in the chain of title to prove ownership or have standing to sue upon. Both the FDCPA and RCPA class represent Michigan residents subject to this wrongful collection activity by Defendants.

34. This Class Action is founded upon the fact that Defendant violated the FDCPA and RCPA in letters and lawsuits to the Plaintiff and the class members also, *inter alia*, that demand that Michigan residents pay upon debts Defendants don't have the right to sue upon as

there is no assignment or transfer from the Original Creditor.

#### **V. CLASS ALLEGATIONS**

35. This action is brought as a class action. Plaintiff brings this action on behalf of herself and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.

36. Plaintiff seeks to certify two classes as set forth, and defined, *infra*.

37. With respect to the First Plaintiff Class, this claim is brought on behalf of a class of (a) all persons with addresses in the State of Michigan; (b) to whom Defendants sent a written communication or lawsuit materially like the form attached as **Exhibit 1 and 3**; (c) in an attempt to collect student loan debt on behalf of CACH that CACH claims to have purchased from SLM Education Credit Finance Corporation even though the corporation SLM Education Credit Finance Corporation does not exist in the chain of title ownership or assignment chain with the Original Creditor, SallieMae; (d) during the period beginning one year prior to the filing of this action and ending 21 days after the filing of this action.

38. With respect to the Second Plaintiff Class, this claim is brought on behalf of a class of (a) all persons with addresses in the State of Michigan; (b) to whom Defendants sent a written communication or lawsuit materially like the form attached as **Exhibit 1 and 3**; (c) in an attempt to collect student loan debt on behalf of CACH that CACH claims to have purchased from SLM Education Credit Finance Corporation even though the corporation SLM Education Credit Finance Corporation does not exist in the chain of title ownership or assignment chain with the Original Creditor, SallieMae; (d) during the period beginning six years prior to the filing of this action and ending 21 days after the filing of this action.

39. The identities of all class members are readily ascertainable from the business

records of Defendants and/or the known or unknown creditors that Defendants collect “purchased” school obligations from.

40. Excluded from the Plaintiff Classes are the Defendants and all officers, members, partners, managers, directors, and employees of the Defendants and each of their respective immediate families, and legal counsel for all parties to this action and all members of their respective immediate families.

41. There are questions of law and fact common to First Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether the Defendants’ initial written communications and lawsuits, in the form attached as **Exhibit 1 and Exhibit 3**, violate 15 U.S.C. §§ 1692e, 1692d, 1692e(2)(A) and (B), 1692e (5), 1692e (10), 1692f, and 1692f (1).

42. There are questions of law and fact common to Second Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether the Defendants’ initial written communications, in the form attached as **Exhibit 1 and Exhibit 3**, violate MCL 445.251(a), (e), (f), (n) and (q).

43. The Plaintiff’s claims are typical of the class members, as all claims are based upon the same facts and legal theories.

44. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Classes defined in this complaint. Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor her attorneys have any interests, which might cause them not to vigorously pursue this action.

45. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a

well-defined community interest in the litigation:

- (a) **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Classes defined above are so numerous that joinder of all members would be impractical.
- (b) **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Classes and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendants' written communications, in the form attached as **Exhibit 1 and Exhibit 3**, violate 15 U.S.C. §§ 1692e, 1692d, 1692e(2)(A) and (B), 1692e (5), 1692e (10), 1692f, and 1692f (1) as well as MCL 445.251(a), (e), (f), (n) and (q).
- (c) **Typicality:** The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff Classes have claims arising out of the Defendants' common uniform course of conduct complained of herein: Is each class member being sued or threatened by Defendants based upon false ownership of debts and **Exhibit 1 and 3**.
- (d) **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor her counsel has any interests, which might cause them not to vigorously pursue the instant class action lawsuit.

- (e) **Superiority**: A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

46. Certification of a class under Rule 23(b)(1)(A) of the Federal Rules of Civil Procedure is appropriate because adjudications with respect to individual members create a risk of inconsistent or varying adjudications which could establish incompatible standards of conduct for Defendants, who collect debts throughout the United States of America.

47. Certification of a class(es) under Rule 23(b)(2) of the Federal Rules of Civil Procedure is appropriate in that a determination that Defendants' written communications and lawsuits and lawsuit threats in the form attached as **Exhibit 1 and 3**, the RCPA and FDCPA and would permit Plaintiff and the Plaintiff Classes to obtain injunctive relief pursuant to MCL 445.257(1).

48. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Classes predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

49. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to modify the class definition and/or certify a class only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

**VI. FIRST CAUSE OF ACTION**  
**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

50. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint.

51. Defendants violated the FDCPA. Defendants' violation, with respect to their written communications in the form attached as **Exhibit 1 and Exhibit 3** statewide include, but are not limited to, the following:

- (a) Using false, deceptive, and misleading representations or means in connection with the collection of any debt in violation of 15 U.S.C. § 1692e; and
- (b) Making false, deceptive, and misleading representations concerning the character, amount, or legal status of any debt in violation of 15 U.S.C. §1692e(2)(A) and (B) in **Exhibit 1 and Exhibit 3** statewide; and
- (c) Making false, deceptive, and misleading representations concerning any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt in violation of 15 U.S.C. §1692e(2)(B); and
- (d) Using false representations and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. § 1692e (10); and
- (e) Using an unfair or unconscionable means to collect or attempt to collect any debt in violation of 15 U.S.C. § 1692f and f (1) through **Exhibit 1 and Exhibit 3**; and
- (f) Collecting amounts that are incidental to the principal obligation, which amounts are not expressly authorized by the agreement creating the debt or permitted by law in violation of 15 U.S.C. §§ 1692e, 1692e (2), 1692f, and 1692f (1); and
- (g) Making collection attempts, threats upon Michigan residents to sue and suing

Michigan residents based upon debts Defendants don't own or have assignment in violation of 15 U.S.C. §§ 1692e (5).

## **VII. SECOND CAUSE OF ACTION**

(The Regulation of Collection Practices Act, (RCPA))

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint.

53. Defendants violated MCL 445.251(a), (e), (f), (n) and (q) with the forms and templates attached as **Exhibit 1 and 3** including that attempt to collect and sue upon debts they do not own or have standing to sue upon as outlined above.

## **VIII. PRAYER FOR RELIEF**

54. WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and in favor of the Plaintiff Class as follows:

### **A. For the FIRST CAUSE OF ACTION:**

- (i) An order certifying that the First Cause of Action may be maintained as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and the undersigned counsel to represent the First Plaintiff Class as previously set forth and defined *supra*;
- (ii) An award of the maximum statutory damages for Plaintiff and the First Plaintiff Class pursuant to 15 U.S.C. § 1692k(a)(2)(B);
- (iii) An award of actual damages for Plaintiff and the First Plaintiff Class pursuant to 15 U.S.C. § 1692k(a)(1);
- (iv) For declaratory relief, pursuant to 28 U.S.C. §§ 2201, 2202 adjudging Defendant's collection letters and lawsuits, examples of which is attached hereto as **Exhibit 1**

**and 3**, and which is complained of herein, violates the FDCPA;

- (v) Damages for losing the opportunity and chance to matriculate in school because of the increased cost of paying off the debt created by ERS;
- (vi) Attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3);  
and
- (vii) For such other and further relief as may be just and proper.

**B. For the SECOND CAUSE OF ACTION:**

- (i) An order certifying that the Second Cause of Action may be maintained as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure and MCL 445.257 and appointing Plaintiff and the undersigned counsel to represent the Second Plaintiff Class as previously set forth and defined above.
- (ii) An award of statutory and/or actual damages for Plaintiff and the Second Plaintiff Class, including all amounts collected for the defaults or payment plans as a result of receiving documents such as **Exhibit 1** and **Exhibit 3** pursuant to MCL 445.257(2) in an amount to be determined by the Court on Motion or at trial;
- (iii) For injunctive relief for Plaintiff and the Second Plaintiff Class pursuant to MCL 445.257(1);
- (iv) For declaratory relief, pursuant to 28 U.S.C. §§ 2201, 2202 adjudicating that Defendants' collection conduct complained of herein violates the violates the RCPA using **Exhibit 1** and **Exhibit 3**;
- (v) Attorney's fees, litigation expenses, and costs pursuant to MCL 445.257(2); and
- (vi) For such other and further relief as may be just and proper.

**IX. JURY DEMAND**



**Plaintiff hereby demands that this case be tried before a Jury.**

*/s/ Brian P. Parker*

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**Brian P. Parker, Esq. (P48617)  
LAW OFFICES OF BRIAN PARKER, P.C.  
2000 Town Center, Suite 1900  
Southfield MI 48075  
Telephone: (248) 642-6268  
Facsimile: (248) 659-1733  
E-Mail: [brianparker@collectionstopper.com](mailto:brianparker@collectionstopper.com)**

*Attorneys for Plaintiff, Jordan F. Davis, and all  
others similarly situated*

**Respectfully submitted this 2<sup>nd</sup> Day of January 2, 2017.**

# EXHIBIT #1

**ENERSON  
LAW**



Enerson Law, LLC  
250 Bishops Way  
Suite 300  
Brookfield, WI 53005  
844.707.8486 p  
877.396.4464 f  
www.EnersonLaw.com

February 04, 2016



JORDAN F DAVIS

277 TROY ROAD, TROY, MI 48063-1010

TROY, MI 48083-5816

75489  
6287

75489



**Current Creditor:** CACH, LLC  
**Account No.:** 120018632938  
**Original Creditor:** SLM Education Credit Finance Corporation  
**Original Creditor Account No.:** 370000530108  
**Current Balance:** 0000.00

Dear Jordan Davis,

Your account has been sold and assigned to our client, CACH, LLC. This office has been hired to collect the above balance that you owe our client. This is a demand for payment of your outstanding obligation.

In making this demand, we are relying entirely on information provided by our client. At this time, no attorney with our law firm has personally reviewed the particular circumstances of your account. In the sending of this letter, this firm is acting solely as a debt collector and not in any legal capacity.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us. Upon your written request within the thirty-day period we will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions or would like to make payment arrangements on the account, please call us toll-free at (844) 707-8486.

Sincerely,

Enerson Law

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT,  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**CALLS TO AND FROM ENERSON LAW MAY BE MONITORED AND/OR RECORDED FOR COMPLIANCE  
PURPOSES.**

**IMPORTANT INFORMATION CONTINUED ON THE REVERSE SIDE.**

890-94565\*

00040660

6287.119564



## **IMPORTANT NOTICE OF RIGHTS**

We are required under state and/or federal law(s) to notify consumers of certain rights. This list does not include a complete list of rights you may have under state or federal laws or regulations. Federal Law or other state laws may also provide you with similar or even greater rights.

**In California:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact The Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted by the creditor to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**In Colorado:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [HTTP://WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://www.coloradoattorneygeneral.gov/ca). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**In Maine:** Office Location: 250 Bishops Way Suite 300, Brookfield, WI 53005. Phone: 844-707-8486. Business hours: Mon- Fri 8 a.m.-5 p.m. CST.

**In Massachusetts:** Office Location: 250 Bishops Way Suite 300, Brookfield, WI 53005. Phone: 844-707-8486. Business hours: Mon-Fri 8 a.m.-5 p.m. CST. Massachusetts law requires that we inform you:

### **NOTICE OF IMPORTANT RIGHTS**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

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**In Utah:** As required by Utah law, you are hereby notified that a negative credit report reflecting your credit record may be submitted by a creditor to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### **IMPORTANT INFORMATION ABOUT CREDIT REPORTING** Our clients may report information about your account to credit bureaus.

#### **Payment Instructions For Western Union Quick Collect**

For your convenience in paying by Western Union, Please note the following instructions, if applicable:

- (1) Call Western Union at 1-800-325-6000 to locate the Western Union agent closest to you.
- (2) Obtain Quick Collect payment form from your Western Union agent. Fill out the Quick Collect payment form completely. Make it payable to CACH, LLC. The code city is CACH CO and the account number will be your account number found on the front of this letter.
- (3) Give the agent the completed Quick Collect form, the payment amount, and the transaction fee (presently \$12.95) required and payable to Western Union in cash.

You will receive a receipt from the Western Union agent with a ten-digit control number. This number is proof that the money was sent. Please retain that receipt for your records.

**ENERSON LAW** 250 Bishops Way Suite 300, Brookfield, WI 53005 Phone: 844-707-8486

The Law Office of  
Kevin Z. Shine, PLLC

Kevin Z. Shine\*  
\*Admitted in New York and Colorado

Toll Free 1-888-201-6643  
Local 716-204-4260  
Fax 716-204-8995

November 02, 2012



39152-02C/120018632938/15355/DM1P 3960

JORDAN F DAVIS

103 EDCREFF

W. 103 EDCREFF, W. 103 328-3273

39919

63

39919



Creditor: CACH, LLC  
Creditor Account Number.: 120018632938  
Original Creditor: SLM Education Credit Finance Corporation  
Original Creditor Account No.: 3790840530108  
Current Balance Due: \$ 2.16

Dear Jordan F Davis:

Please be advised that this office has been retained by CACH, LLC. The above referenced account has been forwarded to our firm for collection. Please contact this office as we would like to arrange for payment.

**VALIDATION NOTICE**

Unless you dispute the validity of this debt or any portion thereof within 30 days after receipt of this notice, the above debt will be assumed valid by this office. Should you notify this office in writing at the address shown below within 30 days after receipt of this notice that the debt or any portion thereof is disputed, we will obtain and mail to you the verification of the debt or a copy of the judgment, if any. Also, upon your written request within the same thirty day period we will provide the name of the original creditor, if different from the current creditor.

As of the date on this letter, you owe the balance stated above. Because this balance may be accruing interest, the amount do on the day you pay may be greater. Hence, if you wish to pay in full please contact us at our toll-free number for a current balance due on the day you pay.

Please be advised that we are acting in our capacity as a debt collector and at this time no attorney with our law firm has personally reviewed the particular circumstances of your account.

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose.

Please contact our office by calling 1-888-201-6643 to discuss your account.

Very truly yours,

The Law Office of Kevin Z. Shine, PLLC

**SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.**

DM1P

• 5965 Transit Road • Suite 500 • East Amherst, NY 14051 • www.kzslaw.com

## **IMPORTANT NOTICE OF RIGHTS**

*We are required under state and/or federal law(s) to notify consumers of certain rights. This list does not include a complete list of rights consumers may have under state or federal laws or regulations.*

**In California:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact The Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**In Colorado:** For information about the Colorado Fair Debt Collection Practices Act, see <http://www.coloradoattorneygeneral.gov/ca>. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**In Kansas:** An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living whichever are applicable, may be made or obtained. Within a reasonable period of time after your receipt of this letter, upon your written request for additional information regarding the scope and nature of our investigation, complete and accurate disclosure of the nature and scope of the investigation requested will be provided.

**In Maine:** Office Location: 5965 Transit Road, Suite 500, East Amherst, NY 14051. Phone: 888-201-6643 Business hours: 8:00am – 8:00pm Monday through Friday Eastern Time

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**In Utah:** As required by Utah law, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

*Federal Law or other state laws may also provide you with similar or even greater rights.*

### **IMPORTANT INFORMATION ABOUT CREDIT REPORTING**

Our clients may report information about your account to credit bureaus.

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Phone 1-888-201-6643**

The Law Office of  
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Kevin Z. Shine\*  
\*Admitted in New York and Colorado

Toll Free 1-888-201-6643  
Local 716-204-4260  
Fax 716-204-8995

November 02, 2012



39152-02C/120018633107/15355/DM1P 3960

JORDAN F DAVIS

100 WOODS LANE

WILMINGTON, MASS. 28-3273

39921

63

39921



Creditor: CACH, LLC  
Creditor Account Number.: 120018633107  
Original Creditor: SLM Education Credit Finance Corporation  
Original Creditor Account No.: 3799840530105  
Current Balance Due: \$ 100.00

Dear Jordan F Davis:

Please be advised that this office has been retained by CACH, LLC. The above referenced account has been forwarded to our firm for collection. Please contact this office as we would like to arrange for payment.

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As of the date on this letter, you owe the balance stated above. Because this balance may be accruing interest, the amount due on the day you pay may be greater. Hence, if you wish to pay in full please contact us at our toll-free number for a current balance due on the day you pay.

Please be advised that we are acting in our capacity as a debt collector and at this time no attorney with our law firm has personally reviewed the particular circumstances of your account.

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose.

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Very truly yours,

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DM1P

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Phone 1-888-201-6643**



# ENERSON LAW



Enerson Law, LLC  
250 Bishops Way  
Suite 300  
Brookfield, WI 53005  
844.707.8486 p  
877.396.4464 f  
www.EnersonLaw.com

February 04, 2016



JORDAN F DAVIS  
20015 LONGMEADOW DR #107  
LAWSON, WI 53025

75491  
6287

75491



Current Creditor: CACH, LLC  
Account No.: 120018633107  
Original Creditor: SLM Education Credit Finance Corporation  
Original Creditor Account No.: 3790840530105  
Current Balance: 2,210.10

Dear Jordan Davis,

Your account has been sold and assigned to our client, CACH, LLC. This office has been hired to collect the above balance that you owe our client. This is a demand for payment of your outstanding obligation.

In making this demand, we are relying entirely on information provided by our client. At this time, no attorney with our law firm has personally reviewed the particular circumstances of your account. In the sending of this letter, this firm is acting solely as a debt collector and not in any legal capacity.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us. Upon your written request within the thirty-day period we will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions or would like to make payment arrangements on the account, please call us toll-free at (844) 707-8486.

Sincerely,

Enerson Law

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT,  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**CALLS TO AND FROM ENERSON LAW MAY BE MONITORED AND/OR RECORDED FOR COMPLIANCE  
PURPOSES.**

**IMPORTANT INFORMATION CONTINUED ON THE REVERSE SIDE.**

6287.119564



\*39546-04B

93907000

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**ENERSON LAW** 250 Bishops Way Suite 300, Brookfield, WI 53005 Phone: 844-707-8486

00000000

# EXHIBIT #2

# Signature Student Loan

Application and Promissory Note  
For Loan Applications Received by May 31, 2007

**Sallie Mae**

1-800-377-4310 XS 8090810000  
Academic Year 2008-2007

Section A: Borrower Information. Please read instructions before completing this section.

First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section B: Co-Borrower Information. Please read instructions before completing this section.			
First Name	Elizabeth	Last Name and Birth	Elizabeth
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	n/a	Phone Number (Do not include P.O. Box)	n/a
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section C: Student Information. Please read instructions before completing this section.			
First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section D: Financial Information. Please read instructions before completing this section.			
First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section E: Employment Information. Please read instructions before completing this section.			
First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section F: Academic Information. Please read instructions before completing this section.			
First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section G: Lender Information. Please read instructions before completing this section.			
First Name	Jordan	Last Name and Birth	Jordan
Address (Do not include P.O. Box)	Waterford, MI 48329	Home Address (Do not include P.O. Box)	Waterford, MI 48329
City	Waterford	City	Waterford
State	MI	State	MI
ZIP Code	48329	ZIP Code	48329
Phone Number (Do not include P.O. Box)	3	Phone Number (Do not include P.O. Box)	3
Relationship to Borrower	Parent	Relationship to Borrower	Parent
Parent Name	Carol	Parent Name	Carol
Parent Address (Do not include P.O. Box)	Waterford, MI 48329	Parent Address (Do not include P.O. Box)	Waterford, MI 48329
Parent City	Waterford	Parent City	Waterford
Parent State	MI	Parent State	MI
Parent ZIP Code	48329	Parent ZIP Code	48329

Section H: Signature and Date. Please read instructions before completing this section.			
Signature	Jordan	Date	05/12/2006
Signature	Carol	Date	05/12/2006

UNIVERSITY OF MICHIGAN LIBRARY SYSTEM  
300 North Zeeb Road, East Lansing, MI 48824-1500  
Tel: 517/487-2300 Fax: 517/487-2301

True and Exact Copy of the Original

# Signature Student Loan®

Application and Promissory Note

For Loan Applications Received by May 31, 2007

## Sallie Mae

Academic Year  
2006-2007

1-800-377-4310

XS

9009770000

### Section A: Borrower Information Please read instructions before completing this section.

Social Security Number	Last Name and Suffix <b>davis</b>	First Name <b>Jordan</b>	MI <b>F</b>
Permanent Address (No P.O. Boxes)	<b>2503 Car dr.</b>	City <b>Waterford</b>	State <b>MI</b>
Permanent Phone Number	Country Phone Number <b>n/a</b>	These are addresses (if less than one year, provide prior address)	Year <b>11</b>
Prior Address	City <b>Waterford</b>	State <b>MI</b>	ZIP Code <b>48309</b>
Address While in School	City <b>Waterford</b>	State <b>MI</b>	ZIP Code <b>48309</b>
Phone Number While in School	Date of Birth (mm/dd/yyyy)	Email Address	
Citizenship (check one): <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-Citizen Permanent Resident <input type="checkbox"/> Foreign Resident (see instructions for a Social Security Number)		Have you ever defaulted on a student loan? (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Total Loan Amount Requested: We encourage you to borrow conservatively, but try to borrow the full amount you need so you will not have to submit another application. (see instructions)		Maximum Period for which you want to borrow money (cannot exceed 12 months) From (mm/yy) <b>04/07</b> To (mm/yy) <b>12/07</b>	
School Name <b>INTL ACADEMY OF DESIGN &amp; TECHNOLOGY</b>	City <b>HOFFMAN ESTATES</b>	State <b>IL</b>	
Grade Level (refer to instructions) <b>02</b>	Course of Study (refer to instructions) <b>GRA</b>	Current Outstanding Student Loan Debt (refer to instructions) <b>0.00</b>	
1) Last Name and Suffix			
First Name <b>Carol</b>		MI <b>S</b>	Relationship to Borrower <b>Parent/Guardian</b>
Social Address <b>n/a</b>		Alternate Phone Number <b>n/a</b>	
2) Last Name and Suffix			
First Name		MI	Relationship to Borrower
Email Address		Alternate Phone Number	

### Section B: Co-signer Information Please read instructions before completing this section.

Social Security Number	Last Name and Suffix	First Name	MI
Address (No P.O. Boxes)	City	State	ZIP Code
Permanent Phone Number	Country Phone Number	These are addresses (if less than one year, provide prior address)	Year
Prior Address (No P.O. Boxes)	City	State	ZIP Code
Citizenship (check one): <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-Citizen Permanent Resident		Date of Birth (mm/dd/yyyy)	
Employer Name	Employer Address (City, State, ZIP Code)	Have you ever defaulted on a student loan? (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does Monthly Income (see instructions) cover your own living expenses, child support or spouse maintenance (income minus you wish it to be considered as a basis for loan repayment)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Monthly Mortgage/Rent Amount (check box) <input type="checkbox"/> Own <input type="checkbox"/> Rent	Co-signer's Email Address	
1) Last Name and Suffix			
First Name		MI	Relationship to Co-signer
Social Address		Alternate Phone Number	
2) Last Name and Suffix			
First Name		MI	Relationship to Co-signer
Social Address		Alternate Phone Number	

### Section C: Borrower and Co-signer Signature

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. THE CO-SIGNER, HAVE READ THE AFFIDAVIT CO-SIGNER NOTICE.**

**Borrower:** I declare that the information provided above is true and complete to the best of my knowledge and belief. I have read the Promissory Note accompanying this application and the Notice to Co-signer. I promise to pay the lender or any other holder of this loan all sums disbursed under the terms of the Promissory Note, plus interest and all other charges that may become due. The terms and conditions set forth in the Promissory Note constitute the entire agreement between us.

Borrower Signature: Jordan Davis (seal) Date: 03/06/2007

Co-signer Signature (if applicable): \_\_\_\_\_ (seal) Date: \_\_\_\_\_

### Section D: School Certification Must be completed by an authorized school official.

School Name <b>INTL ACADEMY OF DESIGN &amp; TECHNOLOGY</b>	School Code/Grant <b>0216030003</b>	Disbursement Date (mm/dd/yyyy)	Disbursement Amount
For the Enrollment Period (not in excess of 12 months) From Date (mm/dd/yyyy) <b>04/09/2007</b> To Date (mm/dd/yyyy) <b>12/22/2007</b>	Grade Level (circle one) Please refer to instructions. Undergraduate <input checked="" type="checkbox"/> Graduate <input type="checkbox"/>	1. / /	1. \$
Enrollment Status (check one) Full-time <input type="checkbox"/> Half-time <input type="checkbox"/>	Course of Study (refer to instructions) <b>GRA</b>	2. / /	2. \$
Authorized School Official Print or type name and title	Anticipated Disbursement Date (mm/dd/yyyy)	3. / /	3. \$
		4. / /	4. \$
		Total Certified Amount: \$	

I hereby certify that the Borrower is eligible for a Signature Student Loan; that the Total Certified Amount does not exceed the student's cost of attendance minus other financial aid; that the School will, at the request of the lender, provide the lender with subsequent information regarding the Borrower's whereabouts; that this School will comply with all applicable loan policies and provisions; and that information provided in Sections A and B is true, complete and correct to the best of my knowledge and belief.

ONWARD 8/04 Return Application To: Sallie Mae • PO Box 147023 • Gainesville, FL 32614-7023 (Copyright © Sallie Mae 2006-06) App Code: 12500001 Prom Note Code: 32870000

# EXHIBIT #3

STATE OF MICHIGAN  
IN THE 52-4 JUDICIAL DISTRICT COURT

CACH, LLC  
Plaintiff,

Case No. 16-C00740-GC

Vs.

Hon. McGinnis

JORDAN F DAVIS  
Defendant(s).

Our File: 120018632938

AMENDED COMPLAINT

Plaintiff, CACH, LLC, by ENERSON LAW, LLC and through its undersigned counsel, for its Complaint in the above-captioned matter, states as follows:

1. Defendant(s), JORDAN F DAVIS currently resides in the State of Michigan, vesting this Honorable Court with personal jurisdiction under MCL 600.701.
2. The amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under MCL 600.8301 and venue is proper under MCL 600.1621 via MCL 600.8312(5).

BREACH OF CONTRACT

3. Defendant(s) entered into a contractual loan agreement with Plaintiff or Plaintiff's assignor to borrow money in accordance with the terms and conditions of the agreement attached, See Exhibit A.
4. Per the terms and conditions of the agreement, Defendant(s) was to repay the principal amount financed, plus applicable interest and late fees, as provided for in the fee schedule.
5. However, Defendant(s) defaulted under the terms and conditions of the agreement by failing to make the requisite payments.
6. As a result of the failure to pay, the amount currently due and owed to Plaintiff

WHEREFORE, Plaintiff, CACH, LLC, respectfully requests that this Honorable Court enter Judgment in its favor against Defendant(s), JORDAN F DAVIS in the amount of \_\_\_\_\_ and costs, and a statutory attorney fee/sundry fee.

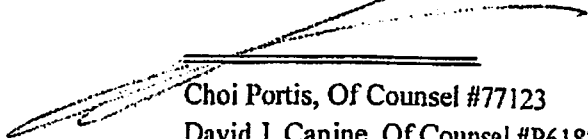
RECEIVED FOR FILING  
2016 JUN 15 10:00 AM  
52-4 JUDICIAL DISTRICT COURT  
TROY, MI

Dated: 6/15/16

Respectfully Submitted,

ENERSON LAW, LLC  
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By:



Choi Portis, Of Counsel #77123  
David J. Canine, Of Counsel #P61828  
30150 Telegraph, Suite 444  
Bingham Farms, MI 48025-4519  
(855) 517-6279 Attorney Direct Phone No. (248) 737-4999

STATE OF MICHIGAN  
IN THE 52-4 JUDICIAL DISTRICT COURT

CACH, LLC  
Plaintiff,

Case No. 16-C00741-GC

Vs.

Hon. Hartig

JORDAN F DAVIS  
Defendant(s).

Our File: 120018633107

AMENDED COMPLAINT

Plaintiff, CACH, LLC, by ENERSON LAW, LLC and through its undersigned counsel, for its Complaint in the above-captioned matter, states as follows:

1. Defendant(s), JORDAN F DAVIS currently resides in the State of Michigan, vesting this Honorable Court with personal jurisdiction under MCL 600.701.
2. The amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under ~~MCL 600.8301~~ and venue is proper under ~~MCL 600.1621~~ via MCL 600.8312(5).

BREACH OF CONTRACT

3. Defendant(s) entered into a contractual loan agreement with Plaintiff or Plaintiff's assignor to borrow money in accordance with the terms and conditions of the agreement attached, See Exhibit A.
4. Per the terms and conditions of the agreement, Defendant(s) was to repay the principal amount financed, plus applicable interest and late fees, as provided for in the fee schedule.
5. However, Defendant(s) defaulted under the terms and conditions of the agreement by failing to make the requisite payments.
6. As a result of the failure to pay, the amount currently due and owed to Plaintiff is \$ 0.

WHEREFORE, Plaintiff, CACH, LLC, respectfully requests that this Honorable Court enter Judgment in its favor against Defendant(s), JORDAN F DAVIS in the amount of \$ 0.00 and costs, and a statutory attorney fee/other sundry fee.

Respectfully Submitted,

ENERSON LAW, LLC

ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By:

Dated: June 15, 2016

Choi Portis, Of Counsel #77123  
David J. Canine, Of Counsel #P61828  
30150 Telegraph, Suite 444  
Bingham Farms, MI 48025-4519  
(855) 517-6279 Attorney Direct Phone No. (248) 737-4999

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JUN 15 P 3:43  
DISTRICT COURT  
TROY, MI



# EXHIBIT #4

MAKE A PAYMENT NOW

HOME

We're Here When

Your, Daily **855.441.5986**

## FREQUENTLY ASKED QUESTIONS

WHO WE ARE

855.441.5986

Our mailing address is 250 Bishops Way, Suite 300, Brookfield, WI 53005. Our toll-free number is **855-441-5986**.

### CONSUMERS

#### What is Enerson Law?

We are a law firm hired by SquareTwo Financial and its subsidiaries to attempt to resolve your consumer or commercial debt. We want to work with you to create a payment solution that is appropriate for your unique financial situation. If you have received a letter or phone call from our office, we invite you to contact us today so we can try to help you resolve your account.

#### What is CACH or CACV of Colorado

### CONTACT US

CACH, LLC, CACV of Colorado, LLC or one of SquareTwo Financial's other subsidiaries, now owns your debt. This subsidiary has purchased your debt from your prior creditor. In other words, your account is no longer owed to your prior creditor. You are still responsible for your debt, but now you owe the subsidiary the money needed to resolve your unsettled financial obligation.

#### If I didn't borrow the money from CACH, LLC, CACV of Colorado, LLC in the first place, why should I pay you?

CACH, LLC, CACV of Colorado, LLC has purchased and now owns your debt. You now you owe CACH, LLC, CACV of Colorado, LLC.

How can I pay my outstanding debt?

+

How do I find my account number?

+

I can't pay the whole balance right now. Can I pay over time?

+

I've already paid this debt to the company that used to own my account. Who should I call to resolve this issue, you or the company that I paid?

-

Please contact our office directly as soon as possible so we can investigate and respond to you in a timely manner.

What payment methods do you accept?

+

You contacted my family member about a debt that they owe. Can I act on their behalf to resolve this issue?

+

What if I'm unable to pay my debt right now?

+

I've paid my debt, why do collectors continue to contact me?



*This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. We are engaged in the collection of consumer and commercial debt. The information in these FAQs is offered for informational purposes only and does not constitute legal advice.*

## HAVE FURTHER QUESTIONS?

**CONTACT US**

**FIND RESOURCES**

**We want to hear from you, please give us a call today! 855-441-5986**

*All calls may be monitored and recorded for quality assurance*



Enter your search

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Enerson Law is the trade name or marketing name for Enerson Law, LLC.

**Contact Us**

**Employment**

**FAQ**

**Resources**

**Consumer Assistance**

**Payment Options**

**Privacy Policy**

**Terms & Conditions**

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# EXHIBIT #5

**EXHIBIT B  
BILL OF SALE AND ASSIGNMENT**

SLM EDUCATION CREDIT FINANCE CORPORATION ("Seller") for value received and pursuant to the terms and conditions of that certain Charged Off Educational Loan Portfolio Purchase and Sale Agreement dated as of October 1, 2012, between Seller and CACH, LLC ("Purchaser") ("Purchase Agreement"), hereby assigns effective as of the 1<sup>st</sup> of October all rights, title, and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit A attached hereto and made a part hereof for all purposes.

Amounts due to Seller by Purchaser pursuant to the Purchase Agreement shall be paid in U.S. Dollars by a wire transfer to be received by Seller by 2:00 p.m. Seller's time on October 10, 2012 (the "Closing Date"), as follows:

Bank of New York Mellon  
ABA [REDACTED]  
Acct Name: [REDACTED]  
Acct #: [REDACTED]

This Bill of Sale and Assignment is executed without recourse except as stated in the Purchase Agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SLM EDUCATION CREDIT FINANCE CORPORATION

By: Todd Rieg

Title: Todd Rieg  
Director

Date: 10/10/12 Loan Acquisition & Conversion

**EXHIBIT B  
BILL OF SALE AND ASSIGNMENT**

SLM EDUCATION CREDIT FINANCE CORPORATION ("Seller") for value received and pursuant to the terms and conditions of that certain Charged Off Educational Loan Portfolio Purchase and Sale Agreement dated as of October 1, 2012, between Seller and CACH, LLC ("Purchaser") ("Purchase Agreement"), hereby assigns effective as of the 1<sup>st</sup> of October all rights, title, and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit A attached hereto and made a part hereof for all purposes.

Amounts due to Seller by Purchaser pursuant to the Purchase Agreement shall be paid in U.S. Dollars by a wire transfer to be received by Seller by 2:00 p.m. Seller's time on October 10, 2012 (the "Closing Date"), as follows:

Bank of New York Mellon  
ABA [REDACTED]  
Acct Name: [REDACTED]  
Acct #: [REDACTED]

This Bill of Sale and Assignment is executed without recourse except as stated in the Purchase Agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SLM EDUCATION CREDIT FINANCE CORPORATION

By: Todd Rieg

Title: Todd Rieg  
Director

Date: 10/10/12 Loan Acquisition & Conversion

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Enerson Law, Cach, LLC Named in FDCPA Class Action Lawsuit](#)

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