

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2017 DEC -4 PM 4:03

US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

SUSAN FENNELL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CASE NO.:

NAVIENT SOLUTIONS, LLC and XEROX
EDUCATION SERVICES LLC d/b/a ACS
EDUCATION SERVICES k/n/a CONDUENT
EDUCATION SERVICES,

Defendants.

CLASS REPRESENTATION

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, SUSAN FENNELL ("Plaintiff"), individually and on behalf of all other persons similarly situated, by and through undersigned counsel, and brings this Class Action Complaint and Demand for Jury Trial ("Complaint") against Defendants, NAVIENT SOLUTIONS, LLC ("Navient") and XEROX EDUCATION SERVICES LLC d/b/a ACS Education Services k/n/a Conduent Education Services ("Conduent") and states as follows:

PRELIMINARY STATEMENT

1. This action arises out of Defendants' violations of the Telephone Consumer Protection Act, 47 U.S.C. §§ 227 *et seq.* (hereafter the "TCPA").
2. This is a class action for statutory and punitive damages and costs of litigation pursuant to the TCPA.

JURISDICTION AND VENUE

3. Jurisdiction and venue for purposes of this action are appropriate and conferred by 28 U.S.C. § 1331, Federal Question Jurisdiction, as this action involves violations of the TCPA.

4. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §1332(d)(2) because the matter in controversy in this civil action exceeds the sum or value of \$5,000,000.00, exclusive of interests and costs, and at least one member of the putative class is a citizen of a state different from Defendants. Furthermore, the Plaintiff Class consists of at least one hundred members.

5. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this District because the wrongful conduct giving rise to this case occurred in, was directed to, and/or emanated from this District and Defendants transact business in this District.

PARTIES

6. Plaintiff SUSAN FENNELL is, and at all times mentioned herein was, an individual citizen of the State of Florida, who resides in Brevard County, Florida.

7. NAVIENT SOLUTIONS, LLC (“Navient”) is a foreign limited liability company as registered with the Florida Department of State, Division of Corporations and conducts business throughout the state of Florida, including Brevard County, Florida. Navient maintains its principle place of business at 2001 Edmund Halley Drive, Reston, VA 20191 and may be served with process by serving its registered agent, Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525.

8. Navient is a “person” subject to regulations under 47 U.S.C. § 227(b)(1).

9. XEROX EDUCATION SERVICES LLC d/b/a ACS Education Services k/n/a Conduent Education Services (“Conduent”) is a foreign limited liability company as registered with the Florida Department of State, Division of Corporations and conducts business throughout the state of Florida, including Brevard County, Florida. Conduent is a wholly-owned subsidiary of Conduent Business Services, which is a wholly-owned subsidiary of Conduent, Inc. Conduent

maintains its principle place of business in Utica, New York and may be served with process by serving its registered agent, Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525.

10. Conduent is a “person” subject to regulations under 47 U.S.C. § 227(b)(1).

FACTUAL ALLEGATIONS

11. The conduct of Defendants, which gives rise to the cause of action herein alleged, occurred by the Defendants’ placing of unlawful telephone calls to Plaintiff’s cellular telephone.

12. Defendants, at all material times, were attempting to collect a debt relating to a student loan account in the name of Plaintiff.

13. Plaintiff first revoked any prior express consent for Navient to contact Plaintiff *via* cellular telephone, or any other form of communication, *via* written correspondence to Navient in October 2014.

14. Plaintiff continued to revoke any prior express consent for Navient to contact Plaintiff *via* cellular telephone or any other form of communication by verbally requesting Navient to stop calling her cellular telephone during calls Plaintiff received to her cellular telephone from Navient.

15. Plaintiff revoked any prior express consent for Navient to call Plaintiff’s cellular telephone on the following dates, including, but not limited to, in January 2015, in March 2015, on October 18, 2016, on October 27 - 28, 2016, on November 15, 2016, on January 19, 2017, on January 27, 2017, and on October 23, 2017.

16. Plaintiff also revoked any prior express consent for Navient to call Plaintiff’s cellular telephone *via* text message and email in response to text messages and emails Plaintiff received from Navient.

17. Navient received and acknowledged Plaintiff's request not to be contacted *via* cellular telephone in writing on multiple occasions; however, Navient continued to call Plaintiff's cellular telephone. A copy of written correspondence dated August 7, 2017 from Navient to Plaintiff expressly acknowledging Plaintiff's request for Navient to stop contacting Plaintiff is attached hereto as Exhibit "A."

18. Plaintiff first revoked any prior express consent for Conduent to contact Plaintiff *via* cellular telephone or any other form of communication when she verbally advised Conduent to stop calling her cellular telephone on January 17, 2017.

19. Plaintiff continued to revoke any prior express consent for Conduent to contact Plaintiff *via* cellular telephone or any other form of communication by verbally advising Conduent to stop calling her cellular telephone during calls Plaintiff received to her cellular telephone from Conduent.

20. All calls to Plaintiff's cell phone were made after Plaintiff revoked any "alleged" consent and without the "prior express consent" of Plaintiff.

21. Plaintiff is the regular user and carrier of the cellular telephone number ending in -1308 and was the called party and recipient of Defendants' automatic telephone dialing system and/or artificial or prerecorded voice.

22. Defendants knowingly and/or willfully called Plaintiff's cellular telephone after Defendants had unequivocal notice from Plaintiff to cease any and all calls and after Plaintiff withdrew any prior consent or permission to be contacted.

23. Defendants knowingly and/or willfully harassed and abused Plaintiff by calling Plaintiff's cellular telephone multiple times per day after Plaintiff revoked any alleged consent for Defendants to contact Plaintiff's cellular telephone.

24. Defendants used an automatic telephone dialing system or an artificial or pre-recorded voice to place telephone calls to Plaintiff's cellular telephone.

25. Defendants have, or should be in possession and/or control of call logs, account notes, autodialer reports and/or other records that detail the exact number of all calls made to Plaintiff's cellular telephone number ending in -1308.

26. Defendants placed unauthorized calls to Plaintiff to discuss "repayment options" on student loans and provided deadlines for Plaintiff to return the unauthorized calls.

27. Defendants' unauthorized calls demanded Plaintiff return the calls immediately and threatened that if the call was not returned then Defendants would not assist Plaintiff.

28. Defendants placed calls to Plaintiff's cellular telephone that included delays in time before the telephone call was transferred to a representative to speak.

29. Some of the representatives who called Plaintiff's cellular telephone sounded like an artificial or pre-recorded voice.

30. Defendants left messages on Plaintiff's cellular telephone that started with a delay in time before the representative joined the line to leave a message.

31. Some of the voicemail messages received by Plaintiff on her cellular telephone from Defendants sounded like an artificial or pre-recorded voice requesting a return call from Plaintiff.

32. The calls from Defendants to Plaintiff's cellular telephone continued despite Plaintiff expressly revoking her consent on multiple occasions.

33. None of Defendants' telephone calls placed to Plaintiff were for "emergency purposes" as specified in 47 U.S.C. § 227 (b)(1)(A).

34. None of Defendants' telephone calls placed to Plaintiff were made with Plaintiff's "prior express consent" as specified in 47 U.S.C. § 227 (b)(1)(A).

35. All conditions precedent to the filing of this lawsuit have been performed or have occurred.

CLASS ACTION ALLEGATIONS

36. Common issues predominate when, as here, liability can be determined on a class wide basis, even where there will be some individualized damages and determinations.

37. There are questions of law and fact that are common to the Plaintiff's and Class Members' claims. These common questions predominate over any question that goes particularly to any individual member of the Class. Among such common questions of law and fact are the following:

- a. Whether Defendants' conduct violated the TCPA;
- b. Whether Defendants systematically made telephone calls to consumers who revoked any prior express consent to receive telephone calls to their cellular telephones;
- c. Whether members of the Class are entitled to treble damages based on the willfulness of Defendants' conduct; and
- d. Whether Defendants and their agents should be enjoined from engaging in such conduct in the future.

38. When determining whether common questions predominate, courts focus on the liability issue, and, if the liability issue is common to the class, common questions will be held to predominate over individual questions. In this case, each proposed class member owed a debt related to a student loan account, which Defendants were attempting to collect. At some point

during the life of the customers' student loan account Defendants contacted the customers *via* cellular telephone in an attempt to collect the consumer debt; however, the customers revoked any alleged express consent to be contacted *via* cellular telephone. Despite the revocation of express consent to be contacted *via* cellular telephone, Defendants continued to call the customers' cellular telephones using an automatic telephone dialing system or an artificial or prerecorded voice. There are uniform and statutory damages available to class members for the Defendant's knowing non-compliance with the TCPA.

39. Prosecuting separate actions by or against individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class.

40. Plaintiffs bring this action against Defendants pursuant to Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3) on behalf of herself and all others similarly situated. Plaintiff seeks to certify the following class:

All persons within the United States who within the applicable statute of limitations received a non-emergency telephone call from Defendants to a cellular telephone through the use of an automatic telephone dialing system after revoking any prior express consent for such calls.

41. Excluded from this class are Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and employees, and Plaintiffs' counsel.

42. Plaintiffs reserve the right to modify or amend the definitions of the proposed class before the Court determines whether certification is appropriate.

43. The individual class members are numerous and joinder of all members is impracticable.

44. The individual class members are ascertainable because the names and addresses of all class members can be identified in the business records maintained by the Defendants. Plaintiff does not anticipate any difficulties in the management of the action as a class action.

45. Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of the Class because of the similarity, uniformity, and common purpose of the unlawful conduct of Defendants. Each class member has sustained and will continue to sustain damages in the same manner as Plaintiff as a result of Defendants' wrongful conduct.

46. Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class. Plaintiff is committed to vigorous prosecution of this action and has retained competent counsel, experienced in litigation of this nature, to represent her. There is no hostility between Plaintiff and unnamed class members. Plaintiff anticipates no difficulty in the management of this litigation as a class action.

47. A class action is superior to individual actions in part because of the non-exhaustive factors listed below:

- a. Individual claims by class members are impractical because the costs to pursue individual claims exceed the value of what any one class member has at stake. As a result, individual class members have no interest in prosecuting and controlling separate actions, yet if the action is not prosecuted, Defendants will continue its wrongful actions;
- b. There are no known individual class members who are interested in individually controlling the prosecution of separate actions;
- c. The interests of justice will be well served by resolving the common disputes of potential class members in one forum;

- d. Individual suits would not be cost effective or economically maintainable as individual actions;
- e. The action is manageable as a class action; and
- f. Attorney's fees are not recoverable under the TCPA, making it unlikely for individual claims to be prosecuted.

COUNT I
VIOLATION OF THE TCPA, 47 U.S.C. § 227(b)(1)(A)(iii)
(ON BEHALF OF THE TCPA CLASS)

48. Plaintiff re-alleges and incorporates by reference each preceding paragraph as though set forth at length herein.

49. Jurisdiction is proper pursuant to 47 U.S.C. § 227(b)(3).

50. Defendants used an automatic telephone dialing system or an artificial or prerecorded voice as defined by 47 U.S.C. § 227(a)(1)(A)(iii) to make telephone calls to Plaintiff's cellular telephone.

51. Defendants independently violated 47 U.S.C. § 227(b)(1)(A)(iii) for each call that Defendants placed to Plaintiff's cellular telephone using an automatic telephone dialing system or an artificial or prerecorded voice.

52. The phone calls made by Defendants are considered willing and knowing violations of the TCPA, as Defendants were well aware of Plaintiff's requests to cease any and all calls to Plaintiff's cellular telephone.

53. Furthermore, Defendants are well aware of the TCPA and its prohibitions and continued to call Plaintiff's cellular telephone *via* automatic telephone dialing system or an artificial or prerecorded voice despite having knowledge of Plaintiff's revocation of consent to be contacted, in violation of Plaintiff's privacy rights.

JURY TRIAL DEMAND

54. Plaintiff demands a trial by jury as to all issues presented in this Complaint.

PRAYER FOR RELIEF

55. WHEREFORE, Plaintiff, Susan Fennell, individually and on behalf of the Class, prays for the following relief:

- (a) An order certifying the Class as defined above and appointing Plaintiff as the representative of the Class;
- (b) An award of statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B) in the amount of \$500.00 for each and every call that violated the TCPA;
- (c) An increase in the amount of the award to an amount equal to three times the amount available pursuant to 47 U.S.C. § 227(b)(3)(B) where each of Defendants' independent violations were made willfully or knowingly;
- (d) An injunction requiring Defendants and their agents to cease all telephone calling activities, and otherwise protecting the interests of the Class, pursuant to 47 U.S.C. §227;
- (e) Pre-judgment and post-judgment interest on monetary relief;
- (f) An award of reasonable attorneys' fees and court costs pursuant to F.R.C.P. 23; and
- (g) All other and further relief as the Court deems necessary, just, and proper.

Dated: November 30, 2017

Respectfully submitted,



Christopher W. Boss, Esq.

Fla. Bar No.: 13183

BOSS LAW

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Fax: (888) 995-3335

(Pro Hac Vice admission will be requested)

Attorneys for Plaintiff and the Proposed Class

JS 44 (Rev. 11/15)

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

SUSAN FENNELL

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Boss Law, Christopher W. Boss, Esq., 9887 4th Street North, Suite 202,
St. Petersburg, FL 33702, (727) 471-0039. Phone: 7274710039, Fax:
7274711206, Email: cpservice@bosslegal.com

DEFENDANTS

NAVIENT SOLUTIONS, LLC and XEROX EDUCATION SERVICES,
LLC d/b/a ACS EDUCATION SERVICES k/n/a CONDUENT
EDUCATION SERVICES

County of Residence of First Listed Defendant Outside This District
(IN U.S. PLAINTIFF CASES ONLY)

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 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 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)

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	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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 LABOR <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" 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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <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 Other: <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			

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Florida Statute 47 U.S.C §§ 227 et seq. (TCPA).

Brief description of cause:
Defendant's violations of the TCPA.

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

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

NAVIENT

EXHIBIT A

P.O. BOX 9500
WILKES-BARRE, PA 18773-9500

(888) 272-5543

CXPROG10-201708 00034365 000011 000020 1/1 000000 9218776 51-52



SUSAN M FENNELL

Account Number: [REDACTED]

08/07/17

SUSAN, you recently asked about our collection process and/or requested that we stop contacting you or your cosigner(s). Here's what you need to know.

If you fail to make your loan payments, we are required by federal law to resolve the problem by either collecting payment immediately or arranging an alternate payment schedule if applicable. To do this, we perform a series of activities – referred to as due diligence – to collect past due payments. Federal law requires that we perform this due diligence. Federal student loans may be insured, purchased, or lent directly by the federal government. Due diligence helps ensure that the federal government is not called upon to pay insurance claims or incur other losses or expenses.

What is considered due diligence?

We send letters and make phone calls at required intervals to both you and any cosigners, if applicable, until the delinquency is resolved. If we lose contact with you, we'll use the addresses and telephone numbers listed on the loan application to contact your references.

What happens if I requested that you cease contacting me and/or my cosigner(s)?

Because due diligence activities are required by federal law, you may continue to receive calls and letters. Furthermore, when there is a conflict between federal laws and state laws, we must follow the federal requirement. However, we strive to follow applicable state laws which are not expressly preempted by federal law and not otherwise in conflict with federal law.*

When is loan information reported to the consumer reporting agencies?

Federal law requires accurate credit bureau reporting on federal loans. A FFELP loan is reported as past due (delinquent) when it becomes 90 days past due. When the loan becomes 270 days or greater past due, the loan is considered in default and may then be sent to the guarantor (agency that guaranteed the loan) who will continue collection activities, taking legal action when necessary – garnishing wages (as permitted by law) or placing a lien on federal tax refunds to compel repayment.

Please note, if you have a HEAL loan, the loan is reported past due (delinquent) when it becomes 60 days past due. If the loan becomes extremely past due or defaults – 181 days, but no more than 210 days past due – the guarantor will file a lawsuit to induce repayment and again will report to consumer reporting agencies.

If you're having difficulty making payments we're here to help.

We know financial challenges can come up unexpectedly, and we want to help you stay on track with your repayment schedule. Making payments on time is always the best way to protect your credit score, avoid late fees, and stop collection letters and calls. If you're having difficulty making your current payments, give us a call to learn about your options.

We're here to help

Visit us online at Navient.com or give us a call at 888-272-5543, Monday – Thursday 8 a.m. to 9 p.m., and Friday 8 a.m. to 8 p.m., ET.



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Sues Navient, ACS Education Services Over Student Loan Collection Calls](#)
