

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

**JAMES JACKSON, CONNIE FELDHAHN,  
DOROTHY KYLLONEN**  
On Behalf of Themselves  
and All Others Similarly Situated,

Plaintiff,

Hon.  
Case No.  
**PROPOSED CLASS ACTION**

v.

**TRANSWORLD SYSTEMS, INC and  
SHERMETA LAW GROUP PLLC and  
WELTMAN, WEINBERG & REIS C., LPA**  
Defendants.

---

**COMPLAINT AND JURY DEMAND**

NOW COMES Plaintiffs, **JAMES JACKSON, CONNIE FELDHAHN and DOROTHY KYLLONEN** (hereinafter “Plaintiff” or “Plaintiffs” or “Jackson” or “Feldhahn” or “Kyllonen”) by and through counsel, The Law Offices of Brian Parker, PC and bring this action against the above listed Defendants, **TRANSWORLD SYSTEMS, INC.** (“TSI” or Defendant), **SHERMETA LAW GROUP, PLLC** (“Shermeta” or Defendant Shermeta”) and **WELTMAN WEINBERG & REIS Co., LPA** (“Weltman” or “Defendant Weltman”) on the grounds set forth herein:

**I. PRELIMINARY STATEMENT OUTLINING DEFENDANTS’ FILING OF LAWSUITS THROUGHOUT THE STATE OF MICHIGAN WITHOUT THE PROPER OWNERSHIP OF DEBTS OR CHAIN OF TITLE OF OWNERSHIP OF DEBTS TO HAVE STANDING TO SUE MICHIGAN CONSUMERS**

Plaintiff brings this action for damages and injunctive relief based upon the Defendants’ violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 *et seq.*, The

Regulation of Collection Practices Act (RCPA), codified at MCL 445.251 et seq. and the Michigan Occupation Code ("MOC"), MCL 339.901 et seq;

1.

Defendant TSI is a Servicer, Custodian of Records and collector of private student loan debts for a vast network of Education Trusts titled either National Collegiate Trust, National Collegiate Master Student Loan Trust, or National Collegiate Student Loan Trust (NCSLT) that employs collection law firms through the State of Michigan to file collection lawsuits for the NCSLT -2004-1 through NCSLT 2007-3 Trusts below:

**National Collegiate Trust**

**Date: 11/3/14**

**RE:**

**National Collegiate Master Student Loan Trust-1  
National Collegiate Student Loan Trust-2004-1  
National Collegiate Student Loan Trust-2005-1  
National Collegiate Student Loan Trust-2005-3  
National Collegiate Student Loan Trust-2006-2  
National Collegiate Student Loan Trust-2006-4  
National Collegiate Student Loan Trust-2007-2  
National Collegiate Student Loan Trust-2007-4**

**National Collegiate Student Loan Trust-2003-1  
National Collegiate Student Loan Trust-2004-2  
National Collegiate Student Loan Trust-2005-2  
National Collegiate Student Loan Trust-2006-1  
National Collegiate Student Loan Trust-2006-3  
National Collegiate Student Loan Trust-2007-1  
National Collegiate Student Loan Trust-2007-3**

**To whom it may concern:**

**U.S. Bank, as Special Servicer for the above referenced Trust(s), confirms that Transworld Systems Inc. is its Subservicer, authorized to file Proofs of Claim (POC) on behalf of the above Trust(s) with respect of student loans owned by the Trust(s). Transworld Systems Inc. is also the dedicated record custodian with respect to all student loan accounts owned by the Trust(s) and is fully authorized to execute affidavits regarding account documents, verify responses to discovery and provide testimony on behalf of the Trust(s).**

**Any questions regarding the above referenced processes should be directed to Transworld Systems Inc. at 1-800-209-9161**

**Sincerely,**

**U.S. Bank National Association  
As Special Servicer to the National Collegiate Student Loan Trust(s)**



**By:**

**Brian C Tri**

**Vice President**

**Title**

**Please See Exhibit 1.**

2.

At **Exhibit 3** and in violation of the FDCPA, RCPA and MOC, Defendant TSI as Servicer for the NSCLT trusts at **Exhibit 1** is collecting on defaulted student loans through collection lawsuits filed by Defendants Shermeta and Weltman at the direction of Defendant TSI

even though there is no proof or chain of title from the Original Lender of the student loans to the NCSLT Plaintiffs TSI operates through against Michigan Class Members. In short, At the time the lawsuits are filed by Defendants for NCSLT, the collection Plaintiff NCSLT has no standing or any minimum proof necessary to take the case to completion or trial. Please see **Exhibit 8** which is the Plaintiffs showing they are sued on debts they dispute and NCSLT has no proof of debt ownership.

3.

Regarding Assignments of Contracts, Defendant Weltman states on its website at **Exhibit 4** that, “For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer sufficient. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor.” The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise. Jeffrey K. Bearss, Esq. August 02, 2011 at **Exhibit 4** in discussing *Brownbark II LP v. Bay Area Floorcovering & Design Inc. et al*, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011.

4.

Because the assignment occurred through the contract, absent evidence of the contract showing the specific assignment from the Original Lender to the NCSLT Plaintiff, the State and local court pleading containing NCSLT’s bare assertion of the assignment is insufficient to establish factual support for plaintiff’s claim that it acquired defendant’s account by assignment. See *Unifund CCR Partners v. Nishawn Riley*, Michigan Court of Appeals Case No. 287599, February 18, 2010.

5.

The Georgia Court of Appeals in *Wirth v. CACH, LLC*, 300 Ga. App. 488, 490-491, 685 S.E.2d 433, 435-436 (2009) held that *CACH* had failed to provide any proof of an assignment or transfer from a Providian debt to WAMU. The record is also devoid of any evidence which reflects that Washington Mutual purchased Providian to support the chain of assignment to *CACH*. See also *Ponder v. CACV of Colorado, LLC*, 289 Ga. App. 858, 859 (658 SE2d 469) (2008) (record was devoid of evidence supporting CACV's allegation that it was the successor in interest to Fleet Bank's right to recover any outstanding debt from Ponder). See *Cach, LLC v. Askew*, 358 S.W.3d 58, 62 (Mo. 2012) (citing *Midwestern Health Mgmt., Inc. v. Walker*, 208 S.W.3d 295, 298 (Mo. App. 2006)) (requiring “every link in the chain between the party to which the debt was originally owed and the party trying to collect the debt must be proven by competent evidence in order to demonstrate standing.”)

6.

Other than as corporate entities or placeholders for vast student loan trusts, NCSLT Trusts don't function and Servicer Defendant TSI directs all the collection efforts to file claims on debts where the paperwork and proof of ownership has long ago ceased to exist. National Collegiate is an umbrella name for 15 trusts that hold 800,000 private student loans, totaling \$12 billion. More than \$5 billion of that debt is in default, according to [court filings](#). The trusts aggressively pursue borrowers who fall behind on their bills. See <https://www.nytimes.com/2017/07/17/business/dealbook/student-loan-debt-collection.html?mcubz=3>. **Exhibit 2.**

7.

The New York Times recently investigated these NCSLT lawsuits and found that, “Transworld Systems, a debt collector, brings most of the lawsuits for National Collegiate

against delinquent borrowers. And in legal filings, it is usually a Transworld representative who swears to the accuracy of the records backing up the loan. Transworld did not respond to a request for comment.” See <https://www.nytimes.com/2017/07/17/business/dealbook/student-loan-debt-collection.html?mcubz=3>. **Exhibit 2**. Please also see **Exhibit 9** of the type of Affidavits filed in Michigan Courts by TSI for NCSLT that the NY Times article talks about.

8.

The New York attorney general, Eric T. Schneiderman, has opened an investigation into the collection practices of the National Collegiate Student Loan Trusts. National Collegiate’ s trusts have aggressively pursued in court borrowers who fall behind on their student loan payments. An [article this week in The New York Times](#) drew attention to the trusts’ inability in many of those lawsuits to produce the paperwork needed to prove that the trusts own the debts they seek to collect. Judges around the country have dismissed dozens of cases filed by National Collegiate’ s trusts because of flawed or missing paperwork. **Please see Exhibit 2**.  
<https://www.nytimes.com/2017/07/19/business/dealbook/new-york-inquiry-national-collegiate-student-loan-trusts.html?mcubz=3>

9.

TSI directs its Michigan collection law firms Defendant Shermeta and Defendant Weltman to pursue Michigan consumers without proof of ownership of the specific debt being sued upon. Defendant TSI, as the alleged servicer of the NCSLT loans (**Exhibit 1**) along with the collection law firms, Shermeta and Weltman all know they cannot make out a prima facie case demonstrating the existence or ownership of any of the education debts at the very beginning of the lawsuit against Michigan consumers. **Please see Exhibit 3 for lawsuit examples**.

10.

In the widespread practice of submitting general “Pool Supplements” and “Sale

Agreements” and TSI Affidavits along with the from the huge NCSLT Education Trusts in state and local lawsuits, the NCSLT Plaintiff offers paperwork that creates the illusion that the specific NCSLT Trust that is suing the debtor has a right to sue on the debt.

11.

Here in Michigan, the (Pool Supplement) paperwork is attached to lawsuits and discovery responses in state and local courts is added to the lawsuit to obtain evidentiary credibility to obtain thousands of default judgments or settlements against consumers for phantom debts NCSLT or TSI does not have standing to pursue. Indeed most, if not all, of the judgments PRA obtains are default judgments or based on settlement agreements with consumers on debts and settlements Michigan consumers are forced into accepting even though the NCSLT Plaintiff never had the right to pursue the case or the settlement that is seeks against the debtor.

12.

TSI is aware that significant inaccuracies may exist in the Sale Files of debts it Services and pursues for NCSLT as they lack sufficient account-level proof of ownership by the entity suing the Michigan consumer—or access to anyone with personal knowledge of a consumer’s account—and TSI and the Defendant law firms know they cannot make out a prima facie case demonstrating the existence of any of its consumer debts.

13.

Indeed, A random sample of nearly 400 NCSLT loans found not a single one had assignment paperwork documenting the chain of ownership, according to a report that the National Collegiate’ s beneficial owner had prepared. “As Paperwork Goes Missing, Private Student Loan Debts May be Wiped Away,” **Page 6 at Exhibit 2.** See

*<https://www.nytimes.com/2017/07/17/business/dealbook/student-loan-debt-collection.html?mcubz=3>*.

14.

To constitute a valid assignment there must be a perfected transaction between the parties which is intended to vest in the assignee a present right in the thing assigned. *Weston v Dowty*, 163 Mich App 238, 242; 414 NW2d 165 (1987).

15.

Thus, TSI and the Defendant law firms are behind a state-wide scheme designed to eliminate the “Burden” in the Burden of Proof and deceive Michigan residents into paying or settling a defaulted private student loan in State courts where the Plaintiff NCSLT lacks proof of ownership and assignments in creating material and false representations to support computer template lawsuits that lack supporting documentation in violation of the FDCPA, RCPA and MOC.

## **II. PARTIES**

16.

Defendant TSI is a foreign corporation located in the State of California with a Resident Agent address at 40600 Ann Arbor Road, E Ste. 201, Plymouth, MI 48170. TSI and is a debt collector that services and collects large portfolios of *defaulted student loans* for NCSLT under 15 U.S.C. 1692a (6) through its own employees and Michigan law firms by filing collection lawsuits supported by false and hearsay documents in the 83 counties throughout the State of Michigan. **Please see Exhibit 3 which are the three examples of the template lawsuits filed as collection attempts.**

17.

Defendant TSI claims to be the Subservicer acting on behalf of NCSLT (**Exhibit 1**) trusts and entities and also claims to be the dedicated custodian of records for the trusts to



avoid any focus on the NCSLT entity. In response to discovery or motion to compel discovery, TSI executes Affidavits, verifies responses to discovery and provides testimony on behalf of the various NCSLT student loan trusts. Plaintiff is informed and believes, and thereon alleges, that TSI provides information to Defendant Weltman and Defendant Shermeta in an attempt to collect a consumer debt from Plaintiffs and the proposed Michigan class members.

18.

U.S. Bank contracted with Transworld to act as Sub-Servicer to act as Special Sub-Servicer for each National Collegiate trust. (**Exhibit 1**). Defendant TSI is a “collection agency” and/or “licensee” as the terms are defined and used in the in the RCPA and MOC. During all times pertinent hereto, TSI directly and indirectly participated in the unlawful debt collection practices to collect an student loan debt from Plaintiffs that are described in this complaint in violation of state and federal law.

19.

Defendant Weltman, Weinberg & Reis, L.P.A. (“Weltman”) is a law firm organized as an Ohio professional corporation with principal offices at 323 W. Lakeside Ave., Suite 200, Cleveland, OH 44113. Weltman is a law firm collection agency collecting student loan debt for NCSLT entities and TSI under the FDCPA, RCPA and MOC. Weltman operates in Michigan from an address of 2155 Butterfield Dr., Suite 200-S, Troy, Michigan 48084. **Please see Exhibit 4**. The alleged debt being collected by Weltman is a “debt” as defined by 15 U.S.C. §1692a (5). The alleged mortgage debt is a “consumer debt” as defined by the RCPA under MCL 445.251(a). Weltman is a “collection agency” and/or “licensee” as the terms are defined and used in the MOC.

20.

Regarding Assignments of Contracts, Weltman states on its website at **Exhibit 4** that, “For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer sufficient. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor.” Jeffrey K. Bearss, Esq. August 02, 2011 at Exhibit 5 in discussing **Brownbark II LP v. Bay Area Floorcovering & Design Inc. et al**, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011.

21.

Shermeta Law Group PLLC (“Shermeta”) are debt collectors under the FDCPA and RCPA and a Michigan Corporation with a Resident Agent address of 1030 Doris Road, Auburn Hills, MI 48326. Shermeta’s “principle purpose” is to collect debts under the FDCPA as a collection law firm engaged in the business of using the mail, public notices and telephone to collect consumer debts originally owed to others, including student loan debts for entities such as NCSLT and TSI. **Please see Exhibit 5**. The alleged debt being collected by Weltman is a “debt” as defined by 15 U.S.C. §1692a (5). The alleged mortgage debt is a “consumer debt” as defined by the RCPA under MCL 445.251(a). Weltman is a “collection agency” and/or “licensee” as the terms are defined and used in the MOC.

22.

The FDCPA applies to lawyers regularly engaged in consumer debt-collection litigation. *Heintz v. Jenkins*, 514 U.S. 291 (1995); *Schroyer v. Frankel*, 197 F.3d 1170, 1173-74 (6th Cir. 1999). Defendants Weltman and Shermeta regularly file NCSLT state court

lawsuits for Defendant TSI seeking to collect a debt that is in default at the time of the filing of the lawsuit on behalf of its clients and therefore is a debt collector. See *Heintz* at 514 U.S. 291, 299 (1995).

23.

Plaintiff James Jackson is located in the City of Brownstown, County of Wayne, State of Michigan and considered a Consumer under the FDCPA and RCPA. **Exhibit 3 contains the lawsuit against Mr. Jackson.**

24.

Plaintiff Dorothy Kyllonen is located in the City of Essexville, Bay County, State of Michigan and considered a Consumer under the FDCPA and RCPA. **Exhibit 3 contains the lawsuit against Ms. Kyllonen.**

25.

Plaintiff Connie Feldhahn is located in the City of Lansing, County of Ingham, State of Michigan and considered a Consumer under the FDCPA and RCPA. **Exhibit 3 contains the lawsuit against Ms. Feldhahn.**

### **III. JURISDICTION AND VENUE**

26.

Jurisdiction arises under 15 U.S.C. § 1692k (d) and 28 U.S.C. §§ 1331, 1337. This court has jurisdiction over this Complaint pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331 and 28 U.S.C. § 1367. Venue in this judicial district is proper because the pertinent events took place here. Supplemental jurisdiction for Plaintiff's state law claims arise under 28 U.S.C. § 1367. *Baltierra v. Orleans Associates PC*, No. 15-cv-10008 (E.D. Mich. Oct. 7, 2015).

27.

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). *Lovelace v. Stephens & Michaels Assocs., Inc.*, No. 07-10956, 2007 WL 3333019, at \*2 (E.D. Mich. Nov. 9, 2007) (stating that FDCPA claims and RCPA claims are simply duplicates and “need not be addressed separately”).

28.

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 the Defendants are subject to personal jurisdiction in the State of Michigan at the time this action is commenced.

#### **IV. STATUTORY STRUCTURE**

##### **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

29.

The FDCPA was passed to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuse. 15 U.S.C. § 1692.

30.

Plaintiffs are consumers. Under the FDCPA, a “consumer” is any natural person obligated or allegedly obligated to pay any debt. 15 U.S.C. §1692a (3).

31.

Under the FDCPA, “debt” means any obligation or alleged obligation of a consumer to

pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes. 15 U.S.C. § 1692a (5).

32.

Under the FDCPA, a “debt collector” is any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose for which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another. 15 U.S.C. § 1692a (6).

33.

The Defendants regularly attempt to collect consumer debts alleged to be due another (NCSLT) and are debt collectors as provided in 15 U.S.C. 1692a (6). The FDCPA is a strict liability statute, which provides for actual or statutory damages upon the showing of one violation. Whether a debt collector’s actions are false, deceptive, or misleading under § 1692(a)-g is based on whether the “least sophisticated consumer” would be misled by a defendant’s actions. *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).

34.

Whether a debt collector's actions are false, deceptive, or misleading under §1692e is based on whether the "least sophisticated consumer" would be misled by defendant's actions. *Wallace v. Washington Mutual Bank*, 683 F.3d. 323, 327 (6<sup>th</sup> Cir. 2012), *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir.2006). See *Currier v First Resolution Inv. Corp.*, 762 F.3d 529, 535 (6<sup>th</sup> Cir. 2014); *Statton v Portfolio Recovery Assocs., LLC*, 770 F.3d 443, 450 (6<sup>th</sup> Cir. 2014).

35.

Section 1692e provides: “A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws the use of false, deceptive, and misleading collection practices 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 the *per se* violations prohibited by that section are using 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).

36.

Section 1692e further provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(2) The false representation of—

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken.

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

**REGULATION OF MICHIGAN COLLECTION PRACTICES ACT (RCPA)**

37.

The Regulation of Michigan Collection Protection Act (RCPA), MCL 445.251 et seq. is an act to regulate the collection practices of certain persons; to provide for the powers and duties

of certain state agencies; and to provide penalties and civil fines.

38.

“Claim” or “debt” means an obligation or alleged obligation for the payment of money or thing of value arising out of an expressed or implied agreement or contract for a purchase made primarily for personal, family, or household purposes.

39.

“Collection agency” means a person directly or indirectly engaged in soliciting a claim for collection or collecting or attempting to collect a claim owed or due or asserted to be owed or due another, or repossessing or attempting to repossess a thing of value owed or due or asserted to be owed or due another person, arising out of an expressed or implied agreement. Collection agency includes a person representing himself or herself as a collection or repossession agency or a person performing the activities of a collection agency, on behalf of another, which activities are regulated by Act No. 299 of the Public Acts of 1980, as amended, being sections 339.101 to 339.2601 of the Michigan Compiled Laws. Collection agency includes a person who furnishes or attempts to furnish a form or a written demand service represented to be a collection or repossession technique, device, or system to be used to collect or repossess claims, if the form contains the name of a person other than the creditor in a manner indicating that a request or demand for payment is being made by a person other than the creditor even though the form directs the debtor to make payment directly to the creditor rather than to the other person whose name appears on the form. Collection agency includes a person who uses a fictitious name or the name of another in the collection or repossession of claims to convey to the debtor that a third person is collecting or repossessing or has been employed to collect or repossess the claim.

40.

Defendants are regulated agencies under the RCPA. See *Misleh v Timothy E. Baxter & Associates*, 786 F Supp. 2d 1330(E.D. Mich 2011; *Newman v. Trott & Trott, PC*, 889 F. Supp. 2d 948 - Dist. Court, ED Michigan 2012; *Baker v. Residential Funding Co., LLC*, 886 F. Supp. 2d 591 - Dist. Court, ED Michigan 2012.

41.

“Communicate” means the conveying of information regarding a debt directly or indirectly to a person through any medium.

42.

“Consumer” or “debtor” means a natural person obligated or allegedly obligated to pay a debt.

43.

“Creditor” or “principal” means a person who offers or extends credit creating a debt or a person to whom a debt is owed or due or asserted to be owed or due. Creditor or principal does not include a person who receives an assignment or transfer of a debt solely for the purpose of facilitating collection of the debt for the assignor or transferor. In those instances, the assignor or transferor of the debt shall continue to be considered the creditor or the principal for purposes of this act.

44.

“Person” means an individual, sole proprietorship, partnership, association, or corporation. Defendants are regulated persons under § 445.251(g)(xi). Defendants are violating the following RCPA subsections:

**445.252 Prohibited acts.**

(a) Communicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney or credit bureau unless the regulated person is an attorney or is a credit bureau and it is disclosed that it is the collection department of the credit bureau; and



- (b) Using forms or instruments which simulate the appearance of judicial process; and
- (d) Using forms that may otherwise induce the belief that they have judicial or official sanction.
- (e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt; and
- (f) Misrepresenting in a communication with a debtor 1 or more of the following:
  - (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor.
  - (iii) That the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property; and
- (n) Using a harassing, oppressive, or abusive method to collect a debt...
- (q) Failing to implement a procedure designed to prevent a violation by an employee.

45.

The Plaintiff, on behalf of himself and all others similarly situated, seeks Statutory Damages, ACTUAL DAMAGES, INJUNCTIVE RELIEF, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court in a Class Action context, pursuant to the FDCPA, RCPA/MOC and all other common law or statutory regimes. The Plaintiff, on behalf of himself and all others similarly situated requests that she and the class members be awarded:

- a. Their Actual Damages suffered by the class members like Plaintiffs who are subject to the same the same collection/affidavit scheme or plan to burden debtors into not responding to collection lawsuits,
- b. Injunctive Relief stopping Defendants from continuing their plan and scheme through debt collection lawsuits as alleged here
- c. Attorney fees and costs under the FDCPA and RCPA/MOC.

**MICHIGAN OCCUPATIONAL CODE (MOC)**

46.

The Michigan Occupational Code (MOC), MCL 339.901 et seq. is an act to regulate the collection practices of certain persons; to provide for the powers and duties of certain state agencies; and to provide penalties and civil fines and requires that collection agencies are licensed in the State of Michigan unless their collection activities are exclusively limited to interstate activities.

47.

“Claim” or “debt” means an obligation or alleged obligation for the payment of money or thing of value arising out of an expressed or implied agreement or contract for a purchase made primarily for personal, family, or household purposes.

48.

“Collection agency” means a person directly or indirectly engaged in soliciting a claim for collection or collecting or attempting to collect a claim owed or due or asserted to be owed or due another, or repossessing or attempting to repossess a thing of value owed or due or asserted to be owed or due another person, arising out of an expressed or implied agreement. Collection agency includes a person representing himself or herself as a collection or repossession agency or a person performing the activities of a collection agency, on behalf of another, which activities are regulated by Act No. 299 of the Public Acts of 1980, as amended, being sections 339.101 to 339.2601 of the Michigan Compiled Laws. Collection agency includes a person who furnishes or attempts to furnish a form or a written demand service represented to be a collection or repossession technique, device, or system to be used to collect or repossess claims, if the form contains the name of a person other than the creditor in a

manner indicating that a request or demand for payment is being made by a person other than the creditor even though the form directs the debtor to make payment directly to the creditor rather than to the other person whose name appears on the form. Collection agency includes a person who uses a fictitious name or the name of another in the collection or repossession of claims to convey to the debtor that a third person is collecting or repossessing or has been employed to collect or repossess the claim. Defendants are collection agencies as stated in their own websites and letters.

49.

“Communicate” means the conveying of information regarding a debt directly or indirectly to a person through any medium. Defendants are communicating with Michigan consumers through letters and by lawsuits. See Defendants’ own lawsuits against debtors in Michigan alleging this.

50.

“Consumer” or “debtor” means a natural person obligated or allegedly obligated to pay a debt. Plaintiff is a consumer under the MOC.

51.

“Creditor” or “principal” means a person who offers or extends credit creating a debt or a person to whom a debt is owed or due or asserted to be owed or due. Creditor or principal does not include a person who receives an assignment or transfer of a debt solely for the purpose of facilitating collection of the debt for the assignor or transferor.

52.

The MOC's reference to "[a]n attorney handling claims and collections on behalf of a client and in the attorney's own name," is better understood as encompassing *both* attorneys who handle claims and collections on behalf of a client *and* attorneys who seek to collect a debt owed

to themselves or their firms. *Misleh v. Timothy E. Baxter & Associates*, 786 F. Supp. 2d 1330 - Dist. Court, ED Michigan 2011.

53.

Even if the person, corporation, entity or business such as Defendants is not required to be licensed under MCL 339.901 et seq. the MOC does require Defendant are subject to the “other requirements that regulate collection practices” under MCL 339.904(2).

54.

Defendants are violating the following MOC subsections under MCL 339.915:

**339.915 Licensee; prohibited acts.**

- (a) Communicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney or the stationery of a credit bureau unless it is disclosed that it is the collection department of the credit bureau.
- (b) Using forms or instruments which simulate the appearance of judicial process.
- (d) Using forms that may otherwise induce the belief that they have judicial or official sanction.
- (e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt.
- (f) Misrepresenting in a communication with a debtor any of the following:
  - (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor.
  - (iii) That the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property.
- (n) Using a harassing, oppressive, or abusive method to collect a debt, including causing a telephone to ring or engaging a person in telephone conversation repeatedly, continuously, or at unusual times or places which are known to be inconvenient to the debtor. All communications shall be made from 8 a.m. to 9 p.m. unless the debtor expressly agrees in writing to communications at another time. All telephone communications made from 9 p.m. to 8 a.m. shall be presumed to be made at an inconvenient time in the absence of facts to the contrary.
- (q) Failing to implement a procedure designed to prevent a violation by an employee.

55.

Defendants Weltman and Shermeta are filing claims for collections, sharing office space and resources in collecting debts from Michigan consumers and identifying themselves as attorneys in communications through “NCSLT” lawsuits for Defendant TSI and are violating the following MOC subsections under MCL 339.915a:

**339.915a**

- (a) Listing the name of an attorney in a written or oral communication, collection letter, or publication.
- (b) Furnishing legal advice, or otherwise engaging in the practice of law, or representing that the person is competent to do so, or to institute a judicial proceeding on behalf of another.
- (c) Sharing quarters or office space, or having a common waiting room with a practicing attorney or a lender.
- (d) Employing or retaining an attorney to collect a claim. A licensee may exercise authority on behalf of a creditor to employ the service of an attorney if the creditor has specifically authorized the collection agency in writing to do so and the licensee's course of conduct is at all times consistent with a true relationship of attorney and client between the attorney and the creditor. After referral to an attorney, the creditor shall be the client of the attorney, and the licensee shall not represent the client in court. The licensee may act as an agent of the creditor in dealing with the attorney only if the creditor has specifically authorized the licensee to do so in writing.
- (f) Soliciting, purchasing, or receiving an assignment of a claim for the sole purpose of instituting an action on the claim in a court.

56.

The Plaintiff, on behalf of himself and all others similarly situated, seeks ACTUAL DAMAGES, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court in a Class Action context, pursuant to the MOC and the RCPA and all other common law or statutory regimes. The Plaintiff, on behalf of himself and all others similarly situated requests that she and the class members be awarded:

- d. Their Actual Damages suffered by the class members like Plaintiffs who are subject to the same the same collection/lack of proof scheme or plan to burden debtors into not

- responding to collection lawsuits,
- e. Injunctive Relief stopping Defendants from continuing their plan and scheme through letters and debt collection lawsuits as alleged here
  - f. Attorney fees and costs under the MOC and RCPA.

57.

The RCPA mirrors the requirements and remedies of the FDCPA with the same 6<sup>th</sup> Circuit use of the “least sophisticated consumer” standard. *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 15 U.S.C. § 1692g and these causes of action, it appears appropriate to view Plaintiff’s claims under the same “least sophisticated consumer” standard.

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

58.

This Action is brought on behalf of Plaintiffs and the class members under the FDCPA, MOC and RCPA with the class made up of the following class consumers:

All persons against whom Defendants filed a STATE COLLECTION COMPLAINT and/or obtained a settlement, default or default judgment or judgment related to the collection of an NCSLT type education debt without sufficient, admissible evidence or based on collection cases that lacked assignments or proof showing that the NCSLT type Plaintiffs had standing or the right to sue Michigan class members through these STATE COLLECTION COMPLAINTS with Defendant law firms signing off on material misrepresentations of debt ownership on behalf of Defendant TSI.

59.

While the exact number of Class members can only be determined through appropriate discovery, Plaintiff believes that there are thousands of members of the Class through Michigan in the last six years.

60.

Plaintiff's claims are typical of the claims of the other members of the Class, as all members of the Class are similarly affected by Defendants' wrongful conduct, as complained of herein.

61.

There are common questions of law and fact affecting members of the Class, which common questions predominate over questions that might affect individual members. These questions include, but are not necessarily limited to, the following:

- a. Whether Defendants sued Michigan class members without standing or proof of ownership or assignment of ownership of the SPECIFIC debt each Michigan consumer is being sued upon. In short: Defendants held no chain of title showing the SPECIFIC debt is owned by the NCSLT Plaintiff suing the Michigan Consumer.;
- b. Whether Defendants had sufficient evidence of the existence of the alleged NCSLT type education debts when they negotiated settlements or obtained default judgments against Michigan consumers;
- c. Whether the alleged debtors and Michigan consumer were furnished with chain of title evidence showing NCSLT had the right to sue the SPECIFIC Michigan debtor on the Specific NCSLT debt the State Lawsuits were based upon;
- d. Whether Defendants filed materially false and deceptive lawsuits where NCSLT had no standing to sue Michigan consumers on debts NCSLT had not proof it owned the debt of the person or consumer it is suing;
- e. Whether Defendants are filing NCSLT type lawsuits knowing that they lack the necessary paperwork and proof to complete or try the case and are filing the lawsuits for a default or settlement of the claim.

- f. Whether Plaintiff and the other members of the Class are entitled to damages, including punitive damages, costs, and/or attorneys' fees, for Defendants' acts and conduct as alleged herein, and the proper measure thereof.

62.

Plaintiff will fairly and adequately represent the Class members. Plaintiff has no interests that conflict with the interests of other Class members. Plaintiff has retained counsel competent and experienced in the prosecution of class action litigation.

63.

A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members might be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to redress individually the wrongs done to them. There will be no difficulty in the management of this action as a class action.

64.

Members of the Class can be identified from records maintained by Defendants and each class member is a Defendant in a State Court Action by NCSLT/TSI collecting an NCSLT type debt, and can be notified of the pendency of this action by United States mail using a form of notice customarily used in similar class actions.

## **VI. FACTUAL ALLEGATIONS**

65.

At **Exhibit 3** and in violation of the FDCPA, RCPA and MOC, Defendant TSI as Servicer for the NSCLT trusts at **Exhibit 1** is collecting on defaulted student loans through collection lawsuits filed by Defendants Shermeta and Weltman at the direction of Defendant TSI even though there is no proof or chain of title from the Original Lender of the student loans to



the NCSLT Plaintiffs TSI operates through in suing Michigan Class Members.

66.

As detailed in the State Complaints against Plaintiffs in **Exhibit 3** specifically and against Michigan consumers generally at **Exhibit 1**, Defendant TSI is suing Class members through NCSLT Plaintiffs on educational loans allegedly owed to TSI and NCSLT from 2004 through 2007. The lawsuits are brought by Defendant law firms, Shermeta and Weltman at the instruction and request by Defendant TSI even though the Defendants have no assigned proof of ownership of the SPECIFIC DEBT claimed to be owed the class members to the NCSLT Plaintiff in these state actions examples of which are at **Exhibit 3**.

67.

As of the time that the NCSLT type State and local lawsuits are filed by the Defendant law firms for the NCSLT Servicer, Defendant TSI, there exists no chain of title from the Original Lender of the student loans to the SPECIFIC NCSLT Plaintiff in the state lawsuits and the lawsuits are filed and served with no or proof of ownership of the debt NCSLT Plaintiff.

68.

As shown by **Exhibit 3**, the NCSLT type State and Local lawsuits that TSI directs its Michigan collection law firms to file in the State of Michigan all say the NCSLT Plaintiff has been assigned the debt while offering no proof of the specific chain of title of assignment of the debt of the debtor being “assigned” to NSCLST.

69.

While fully aware that it cannot actually demonstrate the existence of any assignment of the SPECIFIC debts it is suing Michigan debtors for in State and local courts, TSI and their Defendant attorneys file “computer template” collection lawsuits alleging to be the owners of debts they are suing upon without any specific proof of debt to the SPECIFIC Michigan

consumer alleged to owe the debt. **Please see Exhibit 3.**

70.

TSI's sole intention is to obtain default judgments or settlements of the state or local lawsuits without ever having had admissible prima facie evidence to substantiate its claims through the NCSLT Plaintiffs. During the Class Period Defendants have filed thousands of debt-collection lawsuits state-wide all similar in shape and format to **Exhibit 3.**

71.

Upon information and belief, at large percentage of the lawsuits that Defendants file against consumers resulting in default judgments. This is because the vast majority of the legal actions that Defendant law firms file for NCSLT go uncontested, allowing TSI to collect on alleged debts that either are invalid or no proof of ownership.

72.

Defendants take advantage of the fact that, under most states' civil procedure law, the public employees who oversee the default-judgment process engage in a largely ministerial function, relying upon the representations and certifications of the attorneys who practice before the court. Given that tens of thousands of such lawsuits are filed every year, judicial system personnel would be overwhelmed if they had to investigate the validity of each and every default judgment application.

73.

Here and as is perpetrated throughout the State of Michigan, Defendants file collection claims using "Pool Supplements" to create a false belief in consumers and courts that they have the assigned right to collect on Specific debts they are suing upon. **Please see Exhibit 6.** Defendant Attorneys sign off on the lawsuits knowing the Plaintiff NCSLT entity or TSI lack the require assignment and chain of title paperwork necessary to prove they have a right to sue the

state or local court Defendant or class members. **Please see Exhibit 3.**

74.

An entity that itself meets the definition of debt collector is liable for the unlawful collection activities carried out by another debt collector on its behalf. See, e.g., *Pollice v. Nat'l Tax Funding, L.P.*, 225 F.3d 379, 404 (3rd Cir. 2000). Courts apply vicarious liability to debt collectors like TSI and Defendant law firms even when the debt collector they hire is an attorney. See, e.g., *Fox v. Citicorp Credit Servs., Inc.*, 15 F.3d 1507, 1516 (9th Cir.1994) (holding a debt collector vicariously liable for an attorney's violation of the FDCPA venue provision).

75.

Further, if the debts are being assigned to Defendant TSI to use Defendant law firms to prosecute Michigan collection lawsuits for NCSLT trusts and entities, in the alternative, Defendants don't have standing to bring the lawsuits as licensees (MCL 339.904(2)) and a collection agency under MCL 339.901(b) .

76.

Defendants are considered collection agencies under MCL 339.901(b) as they “a person directly or indirectly engaged in soliciting a claim for collection or collecting or attempting to collect a claim owed or due or asserted to be owed or due another, or repossessing or attempting to repossess a thing of value owed or due or asserted to be owed or due another arising out of an expressed or implied agreement.”

77.

M.C.L. § 339.915a(f); MSA 18.425(915a)(f) provides that a licensee under the MCPA is prohibited from “soliciting, purchasing, or receiving an assignment of a claim for the sole

purpose of instituting an action on the claim in a court.” TSI is claims to be the Servicer for NCSLT (**Exhibit 1**) and in the state complaints at **Exhibit 3**, has Defendant law firms file collection law suits for NCSLT Plaintiffs and state for example:

- a loan made to Defendant by Charter One Bank, N.A. with was subsequently assigned to Plaintiff, National Collegiate Student Loan Trust 2007-1 in **Paragraph 6** in the lawsuit against Mr. James Jackson at **Exhibit 3**;
- in **Paragraph 4** of the lawsuit against Ms. Kyllonen, the pleadings state “the contract was duly assigned, in the normal course of business, to Plaintiff,” at **Exhibit 3**; and
- in **Paragraph 4** of the lawsuit against Ms. Feldhahn, the pleadings state “the contract was duly assigned, in the normal course of business, to Plaintiff,” at **Exhibit 3**.

78.

MCL 339.901(e) states that, “Creditor or principal shall not include a person who receives an assignment or transfer of a debt solely for the purpose of facilitating collection of the debt for the assignor or transferor. As NCLST, TSI and the Defendant law firms are each “an entity that receives a debt in default for the purpose of collecting the debt is not a creditor and is therefore a debt collector/collection agency subject to the act.”

79.

If as Defendants claim that they were suing Michigan class members with the original lender on the education loans assigning them the debt, then Defendant TSI (**Exhibit 1**) and Defendant law firms were assigned the Default student loan debts to file legal collection claims against Michigan debtors in collection lawsuits *for the purpose of “facilitating collection of the debt for the assignor or transferor”* for NCSLT entities. Please see **Exhibit 3**.

80.

Defendants did not have standing to bring these collection lawsuits under the following provisions of the Michigan collection practices act M.C.L. § 339.901 et seq.; MSA 18.425(901) et seq. that prohibit the following actions by a licensed collection agency:

(b) Furnishing legal advice, or otherwise engaging in the practice of law, or representing that the person is competent to do so, or to institute a judicial proceeding on behalf of another.

(d) Employing or retaining an attorney to collect a claim. A licensee may exercise authority on behalf of a creditor to employ the service of an attorney if the creditor has specifically authorized the collection agency in writing to do so and the licensee's course of conduct is at all times consistent with a true relationship of attorney and client between the attorney and the creditor. After referral to an attorney, the creditor shall be the client of the attorney, and the licensee shall not represent the client in court. The licensee may act as an agent of the creditor in dealing with the attorney only if the creditor has specifically authorized the licensee to do so in writing.

(f) Soliciting, purchasing, or receiving an assignment of a claim for the sole purpose of instituting an action on the claim in a court. [MCL 339.915a(b), (d), and (f).

81.

**339.915a Licensee; additional prohibited acts.**

Sec. 915a.

A licensee shall not commit any of the following acts:

(a) Listing the name of an attorney in a written or oral communication, collection letter, or publication.

(b) Furnishing legal advice, or otherwise engaging in the practice of law, or representing that the person is competent to do so, or to institute a judicial proceeding on behalf of another.

(c) Sharing quarters or office space, or having a common waiting room with a practicing attorney or a lender.

(d) Employing or retaining an attorney to collect a claim.

82.

Defendants are violating 339.915a (a), (b), (c), (d) and (f) as demonstrated by the lawsuits at **Exhibit 3** and the Defendant law firm collection letters attached at **Exhibit 7**.

## **VII. CLASS ACTION ALLEGATIONS**

83.

Plaintiff tentatively defines two classes including all persons in the State of Michigan who, during the one year (FDCPA) and six years (RCPA/MOC prior to the filing of this complaint were the victims of “NCSLT/TSI Collection Lawsuits” created by Defendants in violation of Federal and State law.

84.

The FDCPA Class consists of all persons with a Michigan address that are subject to the Defendants’ collection lawsuits in violation of § 1692e, § 1692e (10), § 1692e (5), § 1692e (2)(A), § 1692f and § 1692d.

85.

The RCPA/MOC Class consists of all persons with a Michigan address that have received Defendant collection lawsuits in violation of MCLA 445.252(n), MCLA 445.252(e), MCLA 445.252(a), MCLA 445.252(f) and MCLA 445.252(q).

86.

There are questions of law and fact common to each class, which common issues predominate over any issues involving only individual class members. The principal and common issue is whether Defendants’ conduct in connection with the collection of a debt violates the FDCPA and RCPA/MOC.

87.

There are no individual questions here. All Michigan class members receive the same or similar computer template “NCSLT Collection Lawsuits” with lacking assignment, proper

documentation and chain of title ownership and the proper standing to sue the Michigan violation of the FDCPA and RCPA/MOC.

88.

Plaintiff will fairly and adequately protect the interests of the class. Plaintiff is committed to vigorously litigating this matter. He is greatly annoyed at being the victim of Defendants' illegal practices and wishes to see that the wrong is remedied. To that end, he has retained counsel experienced in litigating consumer advocacy and class claims. Neither Plaintiff nor their counsel has any interests which might cause them to not vigorously pursue this claim.

89.

Plaintiff claims are typical of the claims of the classes, which all arise from the same operative facts and are based on the same legal theories out of **Exhibits 1, 3 and 6**. Please see **Exhibit 8** which is the Plaintiffs showing they are sued on debts they dispute and NCSLT has no proof of debt ownership.

90.

A class action is a superior method for the fair and efficient adjudication of this controversy. Most of the consumers who are subject to this practice and policy of Defendant undoubtedly have no knowledge that their rights are being violated by illegal collection practices. The interest of class members in individually controlling the prosecution of separate claims against Defendants is small because the maximum damages in an individual action are \$1,000. Management of this class claim is likely to present significantly fewer difficulties than those presented in many class claims, e.g, for securities fraud.

91.

Certification of each class under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure is appropriate because:

- (a) The questions of law and fact common to the members of each class predominate over any questions affecting an individual member: and
- (b) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

93.

There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members. The predominant questions are:

- a. Whether defendants had a practice of using filing NCSLT collection lawsuits without standing, proper paperwork or ownership/chain of title of the debts Defendants are suing upon against Michigan class members and consumers in violation of the FDCPA and RCPA/MOC

94.

Certification of each class under Rule 23(b)(2) of the Federal Rules of Civil Procedure also is appropriate because Defendants have acted on grounds generally applicable to each class, thereby making declaratory and injunctive relief appropriate with respect to each class as a whole.

95.

Plaintiff requests certification of a hybrid class action, combining the elements of FRCP 23(b)(3) for monetary damages and FRCP 23(b)(2) for equitable relief.

## **VIII. CLAIMS FOR RELIEF**

### **Class 1-Fair Debt Collection Practices Act**

96.



Defendants have violated the FDCPA. Defendants' violations of the FDCPA include, but are not necessarily limited to, the following:

- a. Defendant violated 15 U.S.C. 1692e and 15 U.S.C. 1692e (10) by using false, deceptive and misleading representations and means in connection with the collection or attempted collection of a debt using the collection methods at **Exhibit 3 and 6** above that are material to due process and the response of the consumer who is being sued with false documentation and missing proof of chain of title as to the ownership of defaulted student loan date under **Exhibit 1** as used by Defendants; and
- b. Defendant collected on the debt and violated 15 U.S.C. 1692f by using unfair and unconscionable means to collect a debt by suing debtors with the goal of seeking a default or forced settlement with the use of false information attached to lawsuits; and
- c. Defendants Weltman and Shermeta collected on the debt and violated 15 U.S.C. 1692f (1) with no proof, chain of title or transfer, authorization to collect any amount, interest, fee or any charges in lawsuits with no chain of title proving ownership by NCSLT or TSI of the SPECIFIC education debt Weltman and Shermeta sign their names at **Exhibit 3**; and
- d. Defendants collected on the student loan debt and violated 15 U.S.C. 1692e (5) by filing debt collection lawsuits with no standing or chain of titles necessary to show that the debt being sued upon is owned by the specific NCSLT Plaintiff or owed by the Specific debtor at **Exhibit 3** to falsely accuse, threaten and sue class members without the necessary proof and seek default judgments or forced settlements; and
- e. The Defendant violated 15 U.S.C. §1692e(2)(A) in falsely representing that a collection lawsuit is justified and the NCSLT entity Plaintiff in **Exhibit 3** has standing and a proper chain of title as stated above; and

- f. Defendant TSI and Defendant law firms violated 15 U.S.C. 1692e and 15 U.S.C. 1692e (14) by approving and verifying false lawsuits in the name of NCSLT entities when Defendant TSI is pulling all of the legal strings and is the true name of the debt collector and not NCSLT.

**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory and Actual damages for Plaintiff pursuant to 15 U.S.C. 1692k(a)(2)(A) and (B); and
- b. Statutory damages for the members of the FDCPA Class, *pro rata*, in the amount of the lesser of \$500,000.00 or one percent centum of the net worth of Defendants pursuant to 15 U.S.C. 1692k(a)(2)(B); and
- c. Costs and reasonable attorney's fees pursuant to 15 U.S.C. 1692k(a)(3); and
- d. Actual Damages in the form of the required elevated responses, stress and out of pocket costs of having to respond to a false debt collection lawsuit under MCL 600.2145 (**Exhibit 2**); and
- e. Such further relief as the court deems just and proper.

**Class 2- RCPA CLASS ALLEGATIONS FOR ACTUAL DAMAGES AND INJUNCTIVE RELIEF**

97.

Defendants have violated the RCPA. Defendant's violations of the RCPA include, but are not necessarily limited to, the following:

- a. Defendants violated MCLA 445.252(n) by using a harassing, oppressive, or abusive method to collect a debt, using **Exhibit 3 and 6** as mentioned above;
- b. Defendants violated MCLA 445.252(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not

revealing the purpose of a communication when it is made in connection with collecting a debt at (**Exhibit 3 and 6**); and

- c. Defendant has violated MCLA 445.252(f) Misrepresenting in a communication with a debtor 1 or more of the following:
  - (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor at (**Exhibit 3 and 6**);
- d. Defendant has violated MCLA 445.252(q) by failing to implement a procedure designed to prevent a violation by an employee by continuing to seek unauthorized advances not authorized under the mortgage contract of Michigan Consumers for six years through forms at **Exhibit 2**; and
- e. Defendant has violated MCLA 445.252(d) by creating documents designed to simulate the appearance of judicial process or sanction at **Exhibit 3**; and
- f. Defendant has violated MCLA 445.252(a) by communicating with debtors in a deceptive manner at **Exhibit 3 and 6**.

**Wherefore**, Plaintiff seeks judgment against Defendants for:

- a. Statutory damages for Plaintiff in the amount of \$50.00, trebled to \$150.00 for a willful violation, pursuant to M.C.L. 445.257(2);
- b. Equitable, declaratory and injunctive relief pursuant to M.C.L. 445.257(1), including but not limited to, a declaration that defendant's debt collection practices violated the RCPA, as well as an injunction, enjoining Defendant from using **Exhibit 2** which violates Michigan law AND THE CONSENT ORDER attached at **Exhibit 1**; and
- c. Reasonable attorney's fees and court cost pursuant to M.C.L. 445.257(2) with judicial sanction.
- d. Actual Damages in the form of the required elevated responses, stress and out of pocket

costs of having to respond to some false debt collection lawsuits.

**Class 3- MOC CLASS ALLEGATIONS FOR ACTUAL DAMAGES AND INJUNCTIVE**

**RELIEF**

98.

Defendants have violated the MOC and is collecting debts in Michigan without regulation and a license and has further violated the MOC, but are not necessarily limited to, the following:

- a. Defendants violated MCL 339.915(n) by using a harassing, oppressive, or abusive method to collect a debt, using **Exhibit 3 and 6** as mentioned above;
- b. Defendants violated MCL 339.915(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made about collecting a debt at **Exhibit 3 and 6**; and
- c. Defendants have violated MCL 339.915(f) Misrepresenting in a communication with a debtor 1 or more of the following:
  - (i) The legal status of a legal action being taken or threatened.
  - (ii) The legal rights of the creditor or debtor at **Exhibit 3 and 6**; and
- d. Defendants have violated MCL 339.915(d) by using forms that may otherwise induce the belief that they have judicial or official sanction is involved such as (**Exhibit 3 and 6**); and
- e. Defendants have violated MCL 339.915(q) by failing to implement a procedure designed to prevent a violation by an employee that is not regulated by the MOC as alleged above; and

- f. Defendants have violated MCL 339.915(a) by communicating with a debtor in a misleading or deceptive manner such as the use of **Exhibit 3 and 6** as alleged above in creating the plan and scheme to sue on debts NCSLT or Defendants have no proof to pursue SPECIFIC to the DEBTOR sued; and
- g. Defendants have violated MCL 339.915a(a) by listing the name of an attorney in a written or oral communication, collection letter, or publication such as **Exhibit 3 and 6**; and
- h. Defendants Weltman and Shermeta have violated MCL 339.915a(b) by furnishing legal advice, or otherwise engaging in the practice of law, or representing that the person is competent to do so, or to institute a judicial proceeding on behalf of another such as **Exhibit 3 and 6**; and
- i. Defendants Weltman and Shermeta have violated MCL 339.915a(c) by sharing quarters or office space, or having a common waiting room with a practicing attorney or a lender **Exhibit 3 and 6**; and
- j. Defendant TSI, Shermeta and Weltman have violated MCL 339.915a(d) by employing or retaining an attorney to collect a claim. **See Exhibits 3 and 6**; and
- k. Defendants have violated MCL 339.915a(f) by soliciting, purchasing, or receiving an assignment of a claim for the sole purpose of instituting an action on the claim in a court as shown through the scheme and plan above and through **Exhibits 3 and 6**.

**Wherefore**, Plaintiff seeks judgment and INJUNCTIVE RELIEF against Defendants for:

- a. Actual damages based on the illegal interests and costs Defendants charged of each Plaintiff, pursuant to M.C.L. 339.916(1). Triple Actual damages if the Court finds Defendants' scheme and plan alleged above as willful non-compliance. M.C.L. 339.916(2); and

- b. Equitable, declaratory and injunctive relief pursuant to M.C.L. 339.916(1) to stop the plan and scheme of defendants as alleged above using (**Exhibits 3 and 6**); and
- c. Reasonable attorney's fees and court cost pursuant to M.C.L.339.916(2) with judicial sanction and Injunctive Relief.
- d. Actual Damages in the form of the required elevated responses, stress and out of pocket costs of having to respond to false debt collection lawsuits from defendants.

**IX. JURY TRIAL DEMAND**

Plaintiff demands a Trial by Jury on all issues.

Respectfully submitted,

August 20, 2017

s/Brian P. Parker  
BRIAN P. PARKER (P48617)  
Attorney for Plaintiff

# EXHIBIT #1

*National Collegiate Trust*

Date: 11/3/14

RE:

National Collegiate Master Student Loan Trust-1  
National Collegiate Student Loan Trust-2004-1  
National Collegiate Student Loan Trust-2005-1  
National Collegiate Student Loan Trust-2005-3  
National Collegiate Student Loan Trust-2006-2  
National Collegiate Student Loan Trust-2006-4  
National Collegiate Student Loan Trust-2007-2  
National Collegiate Student Loan Trust-2007-4

National Collegiate Student Loan Trust-2003-1  
National Collegiate Student Loan Trust-2004-2  
National Collegiate Student Loan Trust-2005-2  
National Collegiate Student Loan Trust-2006-1  
National Collegiate Student Loan Trust-2006-3  
National Collegiate Student Loan Trust-2007-1  
National Collegiate Student Loan Trust-2007-3

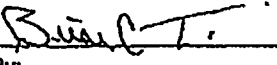
To whom it may concern:

U.S. Bank, as Special Servicer for the above referenced Trust(s), confirms that Transworld Systems Inc. is its Subservicer, authorized to file Proofs of Claim (POC) on behalf of the above Trust(s) with respect of student loans owned by the Trust(s). Transworld Systems Inc. is also the dedicated record custodian with respect to all student loan accounts owned by the Trust(s) and is fully authorized to execute affidavits regarding account documents, verify responses to discovery and provide testimony on behalf of the Trust(s).


Any questions regarding the above referenced processes should be directed to Transworld Systems Inc. at 1-800-209-9161

Sincerely,

U.S. Bank National Association  
As Special Servicer to the National Collegiate Student Loan Trust(s)

  
By: Brian C Tri  
Title: Vice President

Acknowledged,  
By: GSS Data Services, Inc.  
Not in its individual capacity and solely as  
administrator for and on behalf of the Trust(s)

  
By: Kenneth L Ruggiero  
Title: President and CEO



# EXHIBIT #2

**The New York Times** | <https://nyti.ms/2vvroKs>

**DealB%k** WITH FOUNDER  
ANDREW ROSS SORKIN

# As Paperwork Goes Missing, Private Student Loan Debts May Be Wiped Away

By STACY COWLEY and JESSICA SILVER-GREENBERG JULY 17, 2017

Tens of thousands of people who took out private loans to pay for college but have not been able to keep up payments may get their debts wiped away because critical paperwork is missing.

The troubled loans, which total at least \$5 billion, are at the center of a protracted legal dispute between the student borrowers and a group of creditors who have aggressively pursued them in court after they fell behind on payments.

Judges have already dismissed dozens of lawsuits against former students, essentially wiping out their debt, because documents proving who owns the loans are missing. A review of court records by The New York Times shows that many other collection cases are deeply flawed, with incomplete ownership records and mass-produced documentation.

Some of the problems playing out now in the \$108 billion private student loan market are reminiscent of those that arose from the subprime mortgage crisis a decade ago, when billions of dollars in subprime mortgage loans were ruled uncollectible by courts because of missing or fake documentation. And like those troubled mortgages, private student loans — which come with higher interest rates

and fewer consumer protections than federal loans — are often targeted at the most vulnerable borrowers, like those attending for-profit schools.

At the center of the storm is one of the nation's largest owners of private student loans, the National Collegiate Student Loan Trusts. It is struggling to prove in court that it has the legal paperwork showing ownership of its loans, which were originally made by banks and then sold to investors. National Collegiate's lawyers warned in a recent legal filing, "As news of the servicing issues and the trusts' inability to produce the documents needed to foreclose on loans spreads, the likelihood of more defaults rises."

National Collegiate is an umbrella name for 15 trusts that hold 800,000 private student loans, totaling \$12 billion. More than \$5 billion of that debt is in default, according to court filings. The trusts aggressively pursue borrowers who fall behind on their bills. Across the country, they have brought at least four new collection cases each day, on average — more than 800 so far this year — and tens of thousands of lawsuits in the past five years.

Last year, National Collegiate unleashed a fusillade of litigation against Samantha Watson, a 33-year-old mother of three who graduated from Lehman College in the Bronx in 2013 with a degree in psychology.

Ms. Watson, the first in her family to go to college, took out private loans to finance her studies. But she said she had trouble following the fine print. "I didn't really understand about things like interest rates," she said. "Everybody tells you to go to college, get an education, and everything will be O.K. So that's what I did."

Ms. Watson made some payments on her loans but fell behind when her daughter got sick and she had to quit her job as an executive assistant. She now works as a nurse's aide, with more flexible hours but a smaller paycheck that barely covers her family's expenses.

When National Collegiate sued her, the paperwork it submitted was a mess, according to her lawyer, Kevin Thomas of the New York Legal Assistance Group. At one point, National Collegiate presented documents saying that Ms. Watson had enrolled at a school she never attended, Mr. Thomas said.

“I tried to be honest,” Ms. Watson said of her court appearance. “I said, ‘Some of these loans I took out, and I’ll be responsible for them, but some I didn’t take.’”

In her defense, Ms. Watson’s lawyer seized upon what he saw as the flaws in National Collegiate’s paperwork. Judge Eddie McShan of New York City’s Civil Court in the Bronx agreed and dismissed four lawsuits against Ms. Watson. The trusts “failed to establish the chain of title” on Ms. Watson’s loans, he wrote in one ruling.

When the judge’s rulings wiped out \$31,000 in debt, “it was such a relief,” Ms. Watson said. “You just feel this whole weight lifted. My mom started to cry.”

Joel Leiderman, a lawyer at Forster and Garbus, the law firm that represented National Collegiate in its litigation against Ms. Watson, declined to comment on the lawsuits.

## Lawsuits Tossed Out

Judges throughout the country, including recently in cases in New Hampshire, Ohio and Texas, have tossed out lawsuits by National Collegiate, ruling that it did not prove it owned the debt on which it was trying to collect.

The trusts win many of the lawsuits they file automatically, because borrowers often do not show up to fight. Those court victories, which can be used to garnish paychecks and take federal benefits like Social Security from bank accounts, can haunt borrowers for decades.

The loans that National Collegiate holds were made to college students more than a decade ago by dozens of different banks, then bundled together by a financing company and sold to investors through a process known as securitization. These private loans were not guaranteed by the federal government, which is the nation’s largest student loan lender.

But as the debt passed through many hands before landing in National Collegiate’s trusts, critical paperwork documenting the loans’ ownership disappeared, according to documents that have surfaced in a little-noticed legal battle involving the trusts in state and federal courts in Delaware and Pennsylvania.

National Collegiate's legal problems have hinged on its inability to prove it owns the student loans, not on any falsification of documents.

Robyn Smith, a lawyer with the National Consumer Law Center, a nonprofit advocacy group, has seen shoddy and inaccurate paperwork in dozens of cases involving private student loans from a variety of lenders and debt buyers, which she detailed in a 2014 report.

But National Collegiate's problems are especially acute, she said. Over and over, she said, the company drops lawsuits — often on the eve of a trial or deposition — when borrowers contest them. “I question whether they actually possess the documents necessary to show that they own loans,” Ms. Smith said.

In an unusual situation, one of the financiers behind National Collegiate's trusts agrees with some of the criticism. He is Donald Uderitz, the founder of Vantage Capital Group, a private equity firm in Delray Beach, Fla., that is the beneficial owner of National Collegiate's trusts. (Mr. Uderitz's company keeps whatever money is left after the trusts' noteholders are paid off.)

He said he was appalled by National Collegiate's collection lawsuits and wanted them to stop, but an internal struggle between Vantage Capital and others involved in operating the trusts has prevented him from ordering a halt, he said

“We don't like what's going on,” Mr. Uderitz said in a recent interview.

“We don't want National Collegiate to be the poster boy of bad practices in student loan collections, but we have no ability to affect it except through this litigation,” he said, referring to a lawsuit that he initiated last year against the trusts' loan servicer in Delaware's Chancery Court, a popular battleground for corporate legal fights.

## Ballooning Balances

Like those who took on subprime mortgages, many people with private student loans end up shouldering debt that they never earn enough to repay. Borrowing to finance higher education is an economic decision that often pays off, but federal

student loans — a much larger market, totaling \$1.3 trillion — are directly funded by the government and come with consumer protections like income-based repayment options.

Private loans lack that flexibility, and they often carry interest rates that can reach double digits. Because of those steep rates, the size of the loans can quickly balloon, leaving borrowers to pay hundreds and, in some cases, thousands of dollars each month.

Others are left with debt for degrees they never completed, because the for-profit colleges they enrolled in closed amid allegations of fraud. Federal student borrowers can apply for a discharge in those circumstances, but private borrowers cannot.

Other large student lenders, like Sallie Mae, also pursue delinquent borrowers in court, but National Collegiate stands apart for its size and aggressiveness, borrowers' lawyers say.

Lawsuits against borrowers who have fallen behind on their consumer loans are typically filed in state or local courts, where records are often hard to search. This means that there is no national tally of just how often National Collegiate's trusts have gone to court.

Very few cases ever make it to trial, according to court records and borrowers' lawyers. Once borrowers are sued, most either choose to settle or ignore the summons, which allows the trusts to obtain a default judgment.

"It's a numbers game," said Richard D. Gaudreau, a lawyer in New Hampshire who has defended against several National Collegiate lawsuits. "My experience is they try to bully you at first, and then if you're not susceptible to that, they back off, because they don't really want to litigate these cases."

Transworld Systems, a debt collector, brings most of the lawsuits for National Collegiate against delinquent borrowers. And in legal filings, it is usually a Transworld representative who swears to the accuracy of the records backing up the loan. Transworld did not respond to a request for comment.

Hundreds of cases have been dismissed when borrowers challenge them, according to lawyers, often because the trusts do not produce the paperwork needed to proceed.

## ‘We Need Answers’

Jason Mason, 35, was sued over \$11,243 in student loans he took out to finance his freshman year at California State University, Dominguez Hills. His lawyer, Joe Villaseñor of the Legal Aid Society of San Diego, got the case dismissed in 2013, after the trust’s representative did not show up for a court-ordered deposition. It is unclear if the trusts had the paperwork they would have needed to prove their case, Mr. Villaseñor said.

“It was a scary time,” Mr. Mason said of being taken to court. “I didn’t know how they would come after me, or seize whatever I had, to get the money.”

Nancy Thompson, a lawyer in Des Moines, represented students in at least 30 cases brought by National Collegiate in the past few years. All were dismissed before trial except three. Of those, Ms. Thompson won two and lost one, according to her records. In every case, the paperwork Transworld submitted to the court had critical omissions or flaws, she said.

National Collegiate’s beneficial owner, Mr. Uderitz, hired a contractor in 2015 to audit the servicing company that bills National Collegiate’s borrowers each month and is supposed to maintain custody of many loan documents critical for collection cases.

A random sample of nearly 400 National Collegiate loans found not a single one had assignment paperwork documenting the chain of ownership, according to a report they had prepared.

While Mr. Uderitz wants to collect money from students behind on their bills, he says he wants the lawsuits against borrowers to stop, at least until he can get more information about the documentation that underpins the loans.

“It’s fraud to try to collect on loans that you don’t own,” Mr. Uderitz said. “We want no part of that. If it’s a loan we’re owed fairly, we want to collect. We need answers on this.”

Keith New, a spokesman for the servicer, the Pennsylvania Higher Education Assistance Agency (known to borrowers as American Education Services), said, “We believe that the auditors were misinformed about the scope of P.H.E.A.A.’s contractual obligations. We are confident that the litigation will reveal that the agency has acted properly and in accordance with its agreements.”

The legal wrangling — now playing out in three separate court cases in Pennsylvania and Delaware — has dragged on for more than a year, with no imminent resolution in sight. Borrowers are caught in the turmoil. Thousands of them are unable to get answers about critical aspects of their loans because none of the parties involved can agree on who has the authority to make decisions. Some 2,000 borrower requests for forbearance and other help have gone unanswered, according to a court filing late last year.

***Correction: July 19, 2017***

An article on Tuesday about missing paperwork for private student loans referred imprecisely to how debt collectors may garnish federal benefits like Social Security from borrowers. The collectors can in some circumstances take benefits after they are deposited in a bank account; they cannot garnish the benefits directly.

*Susan C. Beachy contributed research.*

A version of this article appears in print on July 18, 2017, on Page A1 of the New York edition with the headline: Lost Paperwork May Erase Student Debt for Tens of Thousands.



**The New York Times** <https://nyti.ms/2uAHCFo>

**DealB%k** WITH FOUNDER  
ANDREW ROSS SORKIN

# New York Attorney General Opens Inquiry Into Student Loan Collection

By STACY COWLEY JULY 19, 2017

The New York attorney general, Eric T. Schneiderman, has opened an investigation into the collection practices of the National Collegiate Student Loan Trusts, one of the nation's largest owners of private student loan debt, according to Mr. Schneiderman's office.

The attorney general's office sent subpoenas on Wednesday asking for information on every collection lawsuit filed by National Collegiate's trusts against New York residents.

National Collegiate's trusts have aggressively pursued in court borrowers who fall behind on their student loan payments. An article this week in The New York Times drew attention to the trusts' inability in many of those lawsuits to produce the paperwork needed to prove that the trusts own the debts they seek to collect. Judges around the country have dismissed dozens of cases filed by National Collegiate's trusts because of flawed or missing paperwork.

The 800,000 private student loans that National Collegiate owns, totaling more than \$12 billion, were originated a decade or more ago by other lenders, then packaged into securities and sold to investors. As the debt changed hands, crucial

paperwork documenting the loans' ownership appears to have been lost, according to court filings in a bitter legal fight among parties involved in operating the trusts.

"I won't allow a generation of New Yorkers to get victimized by the very system that was created to help them get ahead," Mr. Schneiderman said in a written statement. The Times's news story is "deeply concerning" he said, but it is "unfortunately consistent with the increasingly cynical and freewheeling culture we've seen take hold across the student loan industry."

He added, "We will conduct a full investigation and will hold the perpetrators of any fraud against our students accountable."

A search of state court records indicates that National Collegiate's trusts have filed at least 600 lawsuits in New York in recent years. Because most debt collection lawsuits are filed in local and county courts, where records are difficult to search, the actual tally is likely to be far larger.

Mr. Schneiderman's office is seeking documents that would establish the trusts' right to collect on the debts being pursued. The attorney general has asked for detailed records on the student loans' chain of title and on the documentation that accompanied every ownership change.

Mr. Schneiderman's subpoenas went out to both National Collegiate and to Transworld Systems, the debt collection company that hired the law firms that have initiated most of the trusts' lawsuits against borrowers.

Transworld did not respond to requests for comment.

Donald Uderitz, the beneficial owner of National Collegiate's trusts, said he had just received the subpoena and had not yet reviewed it.

"Right now, all I can say is given the issues we know we are dealing with, I'm not surprised and I don't expect this to be the last state attorney general to look into this," Mr. Uderitz said by email.

Mr. Uderitz has said that he has concerns about the trusts' ownership paperwork and wants the lawsuits against borrowers to stop until he can more

thoroughly investigate the collection problems. A continuing legal dispute between his company, the Vantage Capital Group, and others involved in the trusts has prevented him from making any changes to the trusts' operations, he has said.

Susan C. Beachy contributed research.

A version of this article appears in print on July 20, 2017, on Page B3 of the New York edition with the headline: New York Attorney General Opens Inquiry on Student Debt.

---

© 2017 The New York Times Company

# EXHIBIT #3

Approved: SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

K

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 17B2348
--	-----------------------	---------------------

Court address: 19000 VAN HORN ROAD WOODHAVEN, MI 48183  
 Court telephone no. (734) 671-0225

Plaintiff's name(s), address(es), and telephone no(s).  
 NATIONAL COLLEGIATE STUDENT LOAN TRUST 200-S  
 276 Attorney

Defendant's name(s), address(es), and telephone no(s).  
 JAMES JACKSON

Plaintiff's attorney, bar no., address, and telephone no.  
 Weltman, Weinberg & Reis Co. L.P.C.  
 Jennifer T. Dillow, #49855  
 2155 BUTTERFIELD DR, SUITE 200-S  
 Troy, MI 48064  
 (248) 362-6100

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:  
 1. You are being sued.  
 2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))  
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 10/30/17	This summons expires 9/29/17	Court clerk <i>[Signature]</i>
--------------------	---------------------------------	-----------------------------------

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.  
**Family Division Cases**  
 There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.  
 An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.  
 The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**  
 There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.  
 A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.  
 The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) PEACHTREE CORNERS, GA 30092	Defendant(s) residence (include city, township, or village) BROWNSTOWN, MI 48193
--	---

Place where action arose or business conducted BROWNSTOWN, MI 48193
--

June 26, 2017  
 Date  
 #1292025 C A Det JCL  
 Signature of attorney/plaintiff Jennifer T. Dillow, #49855

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

WWR # 21292025

STATE OF MICHIGAN  
IN THE 33RD JUDICIAL DISTRICT COURT

National Collegiate Student Loan Trust 2007-1,

Plaintiff,

Case No. 2017-

-GC

v.

James Jackson,

Defendant.

---

Weltman, Weinberg & Reis Co. L.P.A.

By: Daniel E. Best (P58501)  
Jennifer Dillow, (P69855)

Attorneys for Plaintiff

2155 Butterfield Dr., Ste 200-S

Troy, MI 48084

(248) 362-6100

---

**COMPLAINT**

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the Complaint.

NOW COMES PLAINTIFF, National Collegiate Student Loan Trust 2007-1, by its attorneys, Weltman, Weinberg & Reis Co., L.P.A. who for its Complaint states as follows:

1. Plaintiff is a Delaware Statutory Trust;
2. Defendant, James Jackson, is a resident of Brownstown, Michigan;
3. The cause of action that forms the basis of this complaint occurred in Wayne County, Michigan;
4. The amount in controversy does not exceed \$25,000.00;
5. Venue and jurisdiction are proper in the 33RD Judicial District Court;

6. Defendant, James Jackson, executed a Non-Negotiable Credit Agreement in November of 2006 bearing current account number XXXXX1309/001-001000, a copy of which is attached hereto as **Exhibit A**, promising to repay a loan made to Defendant by Charter One Bank, N.A. which was subsequently assigned to Plaintiff, National Collegiate Student Loan Trust 2007-1 (See attached **Exhibit B**);

7. Defendant James Jackson, has defaulted on the terms of the Non-Negotiable Credit Agreement by failing to make payments as agreed;

8. Pursuant to the terms of the Non-Negotiable Credit Agreement, there is now due and owing to Plaintiff the principal sum of \$11,373.89, plus accrued interest in the amount of \$396.03;

9. Although often requested to do so, Defendant James Jackson, has failed, refused or neglected to remit said sums to Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a Judgment in favor of Plaintiff and against Defendant, James Jackson, in the amount of \$11,769.92, plus interest and costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Jennifer Dillow, (P69855)

Attorney for Plaintiff

2155 Butterfield Dr., Ste 200-S

Troy, MI 48084

(248) 362-6100

Date: June 26, 2017

3642191  
DS/0189NC

770911

To order this  
a Target Infor.

www.prittcarta.com  
Management Company

09:48:19 a.m.

05-24-2017

2/3

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

Approved, SCAO

STATE OF MICHIGAN

JUDICIAL DISTRICT

S4A

JUDICIAL CIRCUIT

DISTRICT

COUNTY PROBATE

SUMMONS AND COMPLAINT

770911

CASE NO.  
HUGH B. CLARKE, JR.

17-011756E

Court address

Court telephone no.

CITY HALL-6TH FLOOR 124 W. MICHIGAN AVE. LANSING, MI 48933 517-483-4426

Plaintiff's name(s), address(es), and telephone no(s).

NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3, A DELAWARE STATUTORY TRUST

Defendant's name(s), address(es), and telephone no(s).

CONNIE FELDHAHN

48917



Plaintiff's attorney, bar no., address, and telephone no.

Shermeta Law Group, PLLC  
BY: TRICIA N. MCKINNON (P60448)  
P.O. Box 5016  
Recheater, MI 48308  
(248) 519-1700

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 8/16/17	This summons expires 9/6/17	Court clerk <i>[Signature]</i>
-------------------	--------------------------------	-----------------------------------

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village)

Defendant(s) residence (include city, township, or village)

SAME AS ABOVE

Place where action arose or business conducted

Terri P. Gruca (P5821)

Tricia N. McKinnon (P60448)

Heather M. Saputo (P80475)

Date

Signature of attorney/plaintiff

03/29/2017

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (5/15) **SUMMONS AND COMPLAINT** MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.208(A)

DEFENDANT



STATE OF MICHIGAN  
IN THE 54A JUDICIAL DISTRICT COURT

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-3, A DELAWARE STATUTORY TRUST

Plaintiff,

vs.

Case No.

CONNIE FELDHAHN

Defendant(s) \_\_\_\_\_/

Shermeta Law Group, PLLC  
BY: TRICIA N. MCKINNON (P60448)  
Attorneys for Plaintiff  
P.O. Box 5016  
Rochester, Michigan 48308  
(248) 519-1700 \_\_\_\_\_/

COMPLAINT

NOW COMES the Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN, TRUST 2006-3, A DELAWARE STATUTORY TRUST by and through its attorneys, Shermeta Law Group, PLLC, and for its Complaint against the above named Defendant(s) states to this Honorable Court as follows:

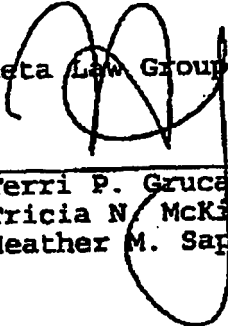
1. Jurisdiction and venue is proper in this Court.
2. Defendant(s) entered into a contract for a student loan with Plaintiff's assignor, BANK OF AMERICA, N.A., with account number \*\*\*\*\*1260/001-001000.
3. Upon information and belief, Defendant(s) has possession of the contract upon which this claim is based.
4. The contract was duly assigned, in the normal course of business, to Plaintiff.
5. Plaintiff and/or its assignor completed performance under the terms and conditions of the contract.
6. Defendant(s) has defaulted under the terms and conditions of the contract by failing to pay as promised.
7. There is presently due and owing the sum of \$5,715.35.

WHEREFORE, Plaintiff prays for Judgment in the amount of \$5,715.35 plus costs and interest.

Dated: MARCH 29, 2017  
770911/TA

Shermeta Law Group, PLLC

BY:

  
\_\_\_\_\_  
Terri P. Gruca (P55821)  
Tricia N. McKinnon (P60448)  
Heather M. Saputo (P80475)

STATE OF MICHIGAN

CASE NO

JUDICIAL DISTRICT  
JUDICIAL CIRCUIT  
COUNTY PROBATE

SUMMONS AND COMPLAINT

1780360

1210 WA WINDY LA AVENUE SUITE #119 BAY VILLE MI 48008

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2000-1, A DELAWARE STATUTORY TRUST

[REDACTED]

DEBORAH A. MILLONEN

Shackels Law Group, PLLC  
BY: TERRY P. GRUCA (P00821)  
P.O. Box 5016  
Rochester, MI 48308  
(248) 819-1700

SUMMONS - NOTICE TO THE DEFENDANT In the name of the people of the State of Michigan you are notified

- 1. You are being sued
- 2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on each other party, or take other lawful action with the court (28 days if you were served by mail or you were served outside the state)
- 3. If you do not answer or take other action within the time allowed, judgment may be entered against you without a trial as set forth in the complaint

MAR 14 7 51

JUN 13 2017

[Signature]

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and shall be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

This is a business case in which all or part of the action includes a business or commercial dispute under MCL Sec 60.14

Family Division Cases

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court
- The action remains \_\_\_\_\_ is no longer \_\_\_\_\_ pending. The docket number and the judge assigned to the action are \_\_\_\_\_

Docket no \_\_\_\_\_ Judge \_\_\_\_\_

General Civil Cases

- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court
- The action remains \_\_\_\_\_ is no longer \_\_\_\_\_ pending. The docket number and the judge assigned to the action are \_\_\_\_\_

VENUE

SAME AS ABOVE SAME AS ABOVE

Place where action arose or business conducted

Beatrix H. Szabo (P00191) Beatrix H. Szabo (P00191)

Date \_\_\_\_\_

If you require special accommodations to ask the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-3, A DELAWARE STATUTORY TRUST

Plaintiff,

vs.

Case No.

**[REDACTED]**  
DOROTHY A KYLLONEN

Defendant(s).

SHERMETA LAW GROUP, P.C.

BY: TRICIA N. MCKINNON (P60448)

Attorneys for Plaintiff

P.O. Box 5016

Rochester, Michigan 48308

(248) 519-1700

COMPLAINT

NOW COMES the Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN, TRUST 2006-3, A DELAWARE STATUTORY TRUST by and through its attorneys, SHERMETA LAW GROUP, P.C., and for its Complaint against the above named Defendant(s) states to this Honorable Court as follows:

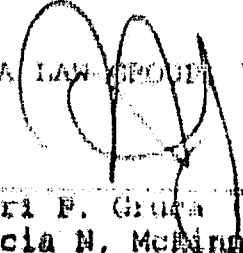
1. Jurisdiction and venue is proper in this Court.
2. Defendant(s) entered into a contract for a student loan with Plaintiff's assignor, BANK OF AMERICA, with account number \*\*\*\*\*3429/001-001000.
3. Upon information and belief, Defendant(s) has possession of the contract upon which this claim is based.
4. The contract was duly assigned, in the normal course of business, to Plaintiff.
5. Plaintiff and/or its assignor completed performance under the terms and conditions of the contract.
6. Defendant(s) has defaulted under the terms and conditions of the contract by failing to pay as promised.
7. There is presently due and owing the sum of \$15,034.72.

WHEREFORE, Plaintiff prays for Judgment in the amount of \$15,034.72 plus costs and interest.

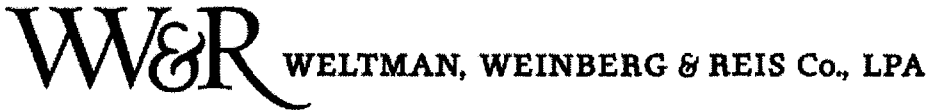
Dated: DECEMBER 14, 2016  
768197/TA

SHERMETA LAW GROUP, P.C.

BY:

  
Terri F. Gruba (P55521)  
Tricia N. McKinnon (P60448)  
Gregory R. Dye (P79442)  
Heather M. Saputo (P80475)

# EXHIBIT #4



- [Careers](#)
- [eClientNet](#)
- [WWRRePay](#)



- [About](#)
  - [Firm Overview](#)
  - [Footprint & National Coverage](#)
  - [Structure & Mission](#)
  - [Technology & Data Security](#)
- [Our Practice](#)

- [Bankruptcy](#)
  - [Commercial Bankruptcy Group](#)
  - [Consumer Bankruptcy Group](#)
- [Commercial Collections](#)
  - [Business to Business Collection Group](#)
  - [Commercial Banking Group](#)
  - [Commercial Loan Collection & Litigation Group](#)
  - [International Trade Collection Group](#)
  - [Professional Services Collection Group](#)
  - [Real Property Group](#)
  - [Special/Complex Collections Group](#)
  - [Transportation Collection & Litigation](#)

- [Consumer Collections](#)
  - [Collateral Recovery/Replevin Group](#)
  - [Community Bank Group](#)
  - [Credit Union Group](#)
  - [Debt Buyers Group](#)
  - [Education Loan Collection and Litigation Group](#)
  - [Government Collections](#)
  - [Healthcare Collections Group](#)
  - [Probate Recovery Group](#)
  - [Subrogation Group](#)
  - [Utility Collections & Damage Claims Group](#)

- [Litigation & Defense](#)
  - [Commercial Banking Litigation Group](#)
  - [Commercial Business Litigation Group](#)
  - [Commercial Real Property Default Litigation Group](#)
  - [Federal Court Litigation Group](#)
  - [Real Estate Default Litigation Group](#)
  - [Real Estate Default Group](#)
  - [Foreclosure & Eviction Group](#)
  - [Real Estate Default](#)

- [People](#)
- [Publications](#)
  - [Firm News](#)
  - [Alerts](#)
  - [Insights](#)
- [Contact Us](#)
  - [WWR Offices](#)

## Consumer Collections

A Single Solution for All Your Consumer Collection Matters

# Michigan Courts Increase Requirements of Proof of Assignment in Debt Buyer Cases

August 02, 2011 | [Jeffrey K. Bearss, Esq.](#)

On May 31, 2011 the Michigan Court of Appeals released a decision that will have immediate impact upon our clients, particularly our debt buyer clients. The case describes the level of proof needed to prove the assignment in debt buyer cases. The case is **Brownbark II LP v. Bay Area Floorcovering & Design Inc. et al**, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011. Plaintiff debt buyer appealed the trial court's denial of judgment. The trial court determined that the debt buyer failed to establish both the existence of a valid assignment of the defaulted loan at issue and its damages with reasonable certainty. The Court of Appeals concluded that the evidence presented at trial was insufficient to establish a valid assignment of the defaulted loan, and affirmed the dismissal of the case.

This action centers around a small business loan obtained by defendant Bay Area Floorcovering & Design from a bank. In December 2007, plaintiff Brown Bark II, L.C. purchased a block of loans from the bank, including the loan at issue here.

Plaintiff commenced suit, alleging that it was entitled to recover the money owed on the loan as the assignee of the loan. To prove its assignee status, plaintiff relied on a half-page document, an allonge, which was a general assignment of a block of loans, without any specific reference to any specific account number or specific sum owed. Nor was it signed or notarized.

The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise.[1]

The Michigan Court of Appeals also stated that while the allonge was presented as evidence at trial, it was not attached to the note; nor did plaintiff introduce the agreement referenced in the allonge as evidence, citing privilege as its reason for failing to do so. Because the trial court did not have an opportunity to review the referenced agreement, and consequently could not determine what limitations might exist, the trial court could not conclude that the half-page general assignment constituted documentation of the bank's intent to transfer all of its rights related to the specific defaulted loan without any power of revocation. In addition, plaintiff's representative conceded that the person who purportedly signed the allonge on behalf of the bank was actually an employee of the debt buyer's affiliate. The appellate court held that the Plaintiff presented no evidence, either of an actual signed power of attorney or testimony by a representative of the bank, to support the assertion that plaintiff's representative had been authorized to act as an attorney-in-fact on the bank's behalf. In light of the foregoing facts, the Court of Appeals affirmed the dismissal of the case due to failure to prove the existence of a valid assignment at the trial.

For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer sufficient. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor.

---

[1]MCL 566.132(f).

## Firm News

- [Weltman, Weinberg & Reis Co., LPA Shareholder Keri P. Ebeck Receives American Legal & Financial Network's "JPEG: Picture the Future" Award](#)
- [Weltman, Weinberg & Reis Co., LPA Welcomes Attorney Kevin J. Cummings](#)
- [Weltman, Weinberg & Reis Co., LPA Shareholder Keri P. Ebeck Elected Secretary of the Allegheny County Bar Association's Bankruptcy and Commercial Law Section](#)
- [Weltman, Weinberg & Reis Co., LPA Attorney Christopher B. Best Elected to Board of Directors for the Michigan Creditors Bar Association](#)
- [Weltman, Weinberg & Reis Co., LPA Attorney Benjamin N. Hoen Admitted to the State Bar of Michigan](#)

The Consumer Collections Group at Weltman, Weinberg and Reis Co., LPA provides comprehensive consumer collection services to many of the Top 10 banks in the U.S. and some of the most well-known brand names in the world. An established and recognized creditors' rights firm, we represent clients of all sizes, in any industry, in all types of consumer matters. From large recovery portfolios down to individual, complex matters, our goal is simple – to leverage our experience and our resources in order to provide our valued clients with the consistent, effective recovery they need and deserve.

Our recovery programs are designed with our clients' best interests in mind. We make sure our client teams have a thorough understanding of your unique business objectives before preparing a strategy customized to your portfolios. We can begin with front-end collection demands, review collectability and assets, or move it directly to litigation. Our services include skip tracing, asset searches, credit bureau checks, early out programs, collateral recovery (replevin), auditing, file reporting, and accounting procedures.

### **Consumer/Retail Collections**

- Skip Tracing
- Asset Searches
- Early Out/Cure Programs
- Agency Collections
- Collateral Recovery
- First Party Collections
- Demand Letter Program
- Predictive Dialer Contacts

When traditional collection efforts are exhausted, our experienced collection attorneys are standing by to file suit. We provide direct legal representation in our footprint states of Illinois, Indiana, Kentucky, Michigan, New Jersey, Ohio, and Pennsylvania. For matters outside these states, our National Attorney Network acts as local counsel, anywhere a consumer in the U.S. is located. Our attorneys are supported by extensive staff and resources to help move accounts through litigation to liquidation, including an in-house skip/asset tracing team, legal account resolution specialists, client services, and legal assistants.

### **Legal Action Recovery Services**

- Demand Letter Program
- Immediate Suit Program
- Post-Judgment Executions (Wage Garnishments, Bank Attachments, Filing & Renewal of Judgment Liens)
- Debtor's Exams
- Creditor's Bills

We continually monitor collection efforts through a number of productivity benchmarks, allowing us to aim for best possible liquidation rates and identify any opportunities for improved performance.

In addition to the services listed above, we have the unique ability to manage a file no matter what its course. At WWR, we offer end-to-end solutions, including probate and bankruptcy options, all under one roof.

### **Probate Recovery**

- File Claims to the Estate
- Negotiate Payments/Settlements
- Asset/Property Ownership Searches
- Pursue Actions for Disallowed Claims
- Fraudulent Transfers
- Credit Card Fraud After Death
- Date-of-Death Notification

### **Bankruptcy**

- Motions for Relief



### MAKE A PAYMENT

If you would like to make a payment on your account, please provide the required information below to enter our secure website.

Before proceeding, please review the [Terms of Website Use](#) and [State and Federal Disclosures](#) below.

**Account Information**

WWR Account Number:

Last 4 digits of Social Security Number:

I agree to the [Terms of Website Use](#) and have read the [State and Federal Disclosures](#).

**This communication is from a debt collector attempting to collect this debt for the current creditor and any information obtained will be used for that purpose.**

If you experience problems using this website to make a payment, please contact us to speak with a WWR representative at (800) 837-6008.

Copyright © 2011 - 2017 Weltman, Weinberg & Reis Co., L.P.A. All rights reserved.  
[Privacy Policy](#) | [Terms of Website Use](#) | [Contact Us](#)



# EXHIBIT #5

# COMMITTED TO YOUR CASE

## BANKRUPTCY AND DEBT COLLECTION PROFESSIONALS

### CONTACT US

## Welcome to Shermeta Law Group

Shermeta Law Group is committed to creditors' rights and specializes in the practice areas of consumer bankruptcy and consumer/commercial collections. Our law firm has represented consumer creditors for over forty years and provides quality service on a nationwide basis. We view the law with respect, believing it should always be stable but never stagnant. Our vision comes from commitment to our clients. It starts with service, continues with confidence and strengthens through trust.

Member of National Association of Retail Collection Attorneys (NARCA)

Member of Michigan Creditors Bar Association (MCBA)

### Experience you can Trust

- ✓ Over 40 Years of Experience
- ✓ Member NARCA
- ✓ Member MCBA

### Specialities

- ✓ Consumer Bankruptcy
- ✓ Consumer/Commercial Collections

## CONTACT US

---

**Physical Address:**

1030 Doris Road, Suite 200  
Auburn Hills, Michigan 48326

**Mailing Address:**

P.O. Box 5016  
Rochester, Michigan 48308

**Phone:** (800) 451-7992 or (248) 519-1700**Fax:** (248) 519-1701**Email:** [info@shermeta.com](mailto:info@shermeta.com)

## QUICK LINKS

---

[Home \(index.html\)](#)[Practice Areas \(practice-areas.html\)](#)[Employment \(employment.html\)](#)[Make a Payment \(make-a-payment.html\)](#)[Contact Us \(contact-us.html\)](#)

## MAKE A PAYMENT

---

**By Phone:** (248) 519-1700**By Mail:**

Shermeta Law Group, PLLC

P.O. Box 5016

Rochester, Michigan 48308

**In-Person:**

Payment Center

1030 Doris Road, Suite 200

Auburn Hills, Michigan 48326

**DISCLAIMER:** This Company is a debt collector, attempting to collect a debt and any information obtained will be used for that purpose.

The information contained in this website is provided for informational purposes only, and should not be construed as legal advice on any matter.

The transmission and receipt of information contained on this website, in whole or in part, or communication with Shermeta Law Group via the Internet or e-mail through this website does not constitute or create a lawyer-client relationship between us and any recipient. You should not send us any confidential information in response to this webpage. Such responses will not create a lawyer-client relationship, and whatever you disclose to us will not be privileged or confidential unless we have agreed to act as your legal counsel and you have executed a written engagement agreement with Shermeta Law Group. The material on this website may not reflect the most current legal developments. The content and interpretation of the law addressed herein is subject to revision. We disclaim all liability in respect to actions taken or not taken based on any or all the contents of this site to the fullest extent permitted by law. Do not act or refrain from acting upon this information without seeking professional legal counsel.

---

Copyright © Designed by JW Tek ([jwtek.com](http://jwtek.com)) - Powered by Quantum Data Center ([oneqdc.com](http://oneqdc.com)) All rights reserved.

Call us: (800) 451-7992 or (248) 519-1700 | Serving Michigan and Ohio

[Home \(index.html\)](#) / [Practice Areas](#)

## Bankruptcy

Though the restrictions of the current bankruptcy laws are great, our firm applies an active participation to each bankruptcy proceeding in an attempt to ensure our client's greatest recovery. Our services include appearance at the first meeting of creditors, obtaining reaffirmation agreements, filing non-discharge ability actions, recovery of secured collateral, filing Proofs of Claim and Objections to Confirmation. The staff is knowledgeable and dedicated to handling each file expeditiously, focusing on the stringent schedule required by the Bankruptcy Code.

As part of the evolution of bankruptcy law since the Reform Act of 1978, Shermeta Law Group has evolved from a law firm dedicated to the local handling of consumer bankruptcy matters into a complex management entity dedicated to the management of bankruptcy portfolios for various clients who maintain national credit portfolios. Throughout this evolution our firm continues to handle bankruptcy matters throughout the state of Michigan. The local handling of bankruptcy matters by the firm for over twenty five years, coupled with the national exposure enjoyed by various members of the firm, enhances our ability to recognize and understand the problems that national financial institutions face and enables us to provide local solutions in bankruptcy matters for these national institutions.

## Collections

Practicing collection law for over forty years has given the firm extensive legal and collection expertise. Advanced technology has enhanced the process and made the firm one of the leading collection law firms in the country.

While the firm services a wide range of portfolios (both large and small), the firm specializes in servicing clients seeking the capability of managing a high volume of accounts while keeping in mind the need to handle each account accurately and efficiently. To that end, we continue to invest in management training and in computer technology to ensure that our systems are capable of providing excellent legal and collection services to all of our clients. The firm's clients include many of the country's largest lenders. We have received many awards from these clients for successfully and expeditiously collecting the consumer debts assigned to the firm.

### Experience you can Trust

- ✓ Over 40 Years of Experience
- ✓ Member NARCA
- ✓ Member MCBA

### Specialities

- ✓ Consumer Bankruptcy
- ✓ Consumer/Commercial Collections

## CONTACT US

**Physical Address:**  
1030 Doris Road, Suite 200

**Phone:** (800) 451-7992 or (248) 519-1700  
**Fax:** (248) 519-1701

Auburn Hills, Michigan 48326

Email: info@shermeta.com

Mailing Address:

P.O. Box 5016

Rochester, Michigan 48308

**QUICK LINKS**

- [Home \(index.html\)](#)
- [Practice Areas \(practice-areas.html\)](#)
- [Employment \(employment.html\)](#)
- [Make a Payment \(make-a-payment.html\)](#)
- [Contact Us \(contact-us.html\)](#)

**MAKE A PAYMENT**

- By Phone:** (248) 519-1700
- By Mail:**  
Shermeta Law Group, PLLC  
P.O. Box 5016  
Rochester, Michigan 48308
- In-Person:**  
Payment Center  
1030 Doris Road, Suite 200  
Auburn Hills, Michigan 48326

**DISCLAIMER:** This Company is a debt collector, attempting to collect a debt and any information obtained will be used for that purpose.  
 The information contained in this website is provided for informational purposes only, and should not be construed as legal advice on any matter.  
 The transmission and receipt of information contained on this website, in whole or in part, or communication with Shermeta Law Group via the Internet or e-mail through this website does not constitute or create a lawyer-client relationship between us and any recipient. You should not send us any confidential information in response to this webpage. Such responses will not create a lawyer-client relationship, and whatever you disclose to us will not be privileged or confidential unless we have agreed to act as your legal counsel and you have executed a written engagement agreement with Shermeta Law Group. The material on this website may not reflect the most current legal developments. The content and interpretation of the law addressed herein is subject to revision. We disclaim all liability in respect to actions taken or not taken based on any or all the contents of this site to the fullest extent permitted by law. Do not act or refrain from acting upon this information without seeking professional legal counsel.

Copyright © Designed by JW Tek (jwtek.com) - Powered by Quantum Data Center (oneqdc.com) All rights reserved.

# EXHIBIT #6

EX-99.22 19 p06-1554ex99\_22.htm POOL SUPPLEMENT

CONFIDENTIAL MATERIALS OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE  
COMMISSION.  
ASTERISKS DENOTE OMISSIONS.

Exhibit 99.22

2006-3 POOL SUPPLEMENT (NON-DTC)  
Bank of America, N.A.

This Pool Supplement (the "Supplement") is entered into pursuant to and forms a part of that certain Note Purchase Agreement dated as of April 30, 2001, as amended or supplemented from the date of execution of the Agreement through the date of this Supplement (together, the "Agreement"), by and between The First Marblehead Corporation and Bank of America, N.A. (the "Program Lender"). This Supplement is dated as of September 28, 2006. Capitalized terms used in this Supplement without definitions have the meanings set forth in the Agreement.

Article 1: Purchase and Sale.

In consideration of the Minimum Purchase Price set forth below, the Program Lender hereby transfers, sells, sets over and assigns to The National Collegiate Funding LLC (the "Depositor"), upon the terms and conditions set forth in the Agreement (which are incorporated herein by reference with the same force and effect as if set forth in full herein), each student loan set forth on the attached Schedule 1 (the "Transferred Bank of America Loans") along with all of the Program Lender's rights under the Guaranty Agreement, and any agreement pursuant to which TERI granted collateral for its obligations under the Guaranty Agreement, relating to the Transferred Bank of America Loans. The Depositor in turn will sell the Transferred Bank of America Loans to The National Collegiate Student Loan Trust 2006-3 (the "Trust"). The Program Lender hereby transfers and delivers to the Depositor each Note evidencing such Transferred Bank of America Loan and all Origination Records relating thereto, in accordance with the terms of the Agreement. The Depositor hereby purchases said Notes on said terms and conditions.

Article 2: Price.

The amounts paid pursuant to this Supplement are the amounts set forth on Schedule 2 attached hereto.

Article 3: Representations and Warranties.

3.01. By Program Lender.

The Program Lender repeats the representations and warranties contained in Section 5.02 of the Agreement for the benefit of each of the Depositor and the Trust and confirms the same are true and correct as of the date hereof with respect to the Agreement and to this Supplement.

3.02. By Depositor.

The Depositor hereby represents and warrants to the Program Lender that at the date of execution and delivery of this Supplement by the Depositor:

(a) The Depositor is duly organized and validly existing as a limited liability company under the laws of the State of Delaware with the due power and authority to own its properties and to conduct its business as such properties are currently

owned and such business is presently conducted, and had at all relevant times, and has, the power, authority and legal right to acquire and own the Transferred Bank of America Loans.

(b) The Depositor is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such qualifications.

(c) The Depositor has the power and authority to execute and deliver this Supplement and to carry out its respective terms; the Depositor has the power and authority to purchase the Transferred Bank of America Loans and rights relating thereto as provided herein from the Program Lender, and the Depositor has duly authorized such purchase from the Program Lender by all necessary action; and the execution, delivery and performance of this Supplement has been duly authorized by the Depositor by all necessary action on the part of the Depositor.

(d) This Supplement, together with the Agreement of which this Supplement forms a part, constitutes a legal, valid and binding obligation of the Depositor, enforceable in accordance with its terms.

(e) The consummation of the transactions contemplated by the Agreement and this Supplement and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the governing instruments of the Depositor or any indenture, agreement or other instrument to which the Depositor is a party or by which it is bound; or result in the creation or imposition of any lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument; or violate any law or any order, rule or regulation applicable to the Depositor of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Depositor or its properties.

(f) There are no proceedings or investigations pending, or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Depositor or its properties: (i) asserting the invalidity of the Agreement or this Supplement, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Agreement or this Supplement, or (iii) seeking any determination or ruling that is likely to materially or adversely affect the performance by the Depositor of its obligations under, or the validity or enforceability of the Agreement or this Supplement.

#### Article 4: Cross Receipt.

The Program Lender hereby acknowledges receipt of the Minimum Purchase Price. The Depositor hereby acknowledges receipt of the Transferred Bank of America Loans.

#### Article 5: Assignment of Origination, Guaranty and Servicing Rights.

The Program Lender hereby assigns and sets over to the Depositor any claims it may now or hereafter have under the Guaranty Agreement, the Origination Agreement and the Servicing Agreement to the extent the same relate to the Transferred Bank of America Loans described in Schedule 1, other than any right to obtain servicing after the date hereof. It is the intent of this provision to vest in the Depositor any claim of the Program Lender relating to defects in origination, guaranty or servicing of the loans purchased hereunder in order to permit the Depositor to assert such claims directly and obviate any need to make the same claims against the Program Lender under this Supplement. The Program Lender also hereby assigns and sets over to the Depositor any claims it may now have or hereafter have to any collateral pledged by TERI to the Program Lender to secure its obligations under the Guaranty Agreement that relates to the Transferred Bank of America Loans, and the Program Lender hereby releases any security interest it may have in such collateral. The Program Lender hereby authorizes the Depositor, its successors and assigns, to file in any public filing office where a Uniform Commercial Code Filing with respect to collateral pledged by TERI is of record, any partial release or assignment that it deems necessary or appropriate to reflect in the public records the conveyance and assignment effected hereby.

[Remainder of page intentionally blank]



IN WITNESS WHEREOF, the parties have caused this Supplement to be executed as of the date set forth above.

THE FIRST MARBLEHEAD CORPORATION

By: /s/ Donald R. Peck

\_\_\_\_\_  
Donald R. Peck  
Executive Vice President

BANK OF AMERICA, N.A.

By: /s/ Elliott Lemon

\_\_\_\_\_  
Name: Elliott Lemon  
Title: Vice President

THE NATIONAL COLLEGIATE FUNDING LLC

By: GATE Holdings, Inc., Member

By: /s/ John A. Hupalo

\_\_\_\_\_  
John A. Hupalo  
Vice President

Schedule 1

[Transferred Bank of America Loans]

Schedule 2

**BAGEL**

For purposes of this Supplement the term "Minimum Purchase Price" shall mean the sum of the following amounts with respect to each of the Seasoned Loans to be purchased:

- (a) The unpaid principal amount of the Seasoned Loans in question [\*\*]; plus

- (b) All accrued and unpaid interest on such Seasoned Loans, [\*\*]; plus
- (c) [\*\*], the amount of any guaranty fee paid by the Program Lender to The Education Resources Institute, Inc. (“TERI”) (except that for [\*\*]). If the terms of the Guaranty Agreement call for any Guaranty Fees to be paid to TERI [\*\*]; plus
- (d) A marketing fee and loan premium, [\*\*]:
1. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Undergraduate Loans, [\*\*]%;
  2. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Graduate Loans, [\*\*]%;
  3. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Law Loans, [\*\*]%;
  4. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Business Loans, [\*\*]%;
  5. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Medical Loans, [\*\*]%;
  6. with respect to Bank of America BAGEL Generic & Preferred School Channel Creditworthy Dental Loans, [\*\*]%;
  7. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Graduate Loans, [\*\*]%;
  8. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Law Loans, [\*\*]%;
  9. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Business Loans, [\*\*]%;
  10. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Medical Loans, [\*\*]%;
  11. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Dental Loans, [\*\*]%;
  12. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Bar Loans, [\*\*]%;
  13. with respect to Bank of America BAGEL Generic & Preferred School Channel Credit-ready Relocation & Residency Loans, [\*\*]%;
  14. with respect to Bank of America BAGEL William & Mary School Channel Creditworthy Graduate Loans, [\*\*]%;
  15. with respect to Bank of America BAGEL William & Mary School Channel Creditworthy Law Loans, [\*\*]%;
  16. with respect to Bank of America BAGEL William & Mary School Channel Credit-ready Graduate Loans, [\*\*]%;
  17. with respect to Bank of America BAGEL William & Mary School Channel Credit-ready Law Loans, [\*\*]%; and
  18. with respect to Bank of America BAGEL William & Mary School Channel Credit-ready Business Loans, [\*\*]%.

#### TERI ALTERNATIVE

On the Purchase Date, Program Lender shall assign and convey all Seasoned Loans that are Bank of America TERI Program loans (other than Bank of America TERI ISLP Program loans) originated by Program Lender included in the Pool to FMC, or a Purchaser Trust, in consideration of receipt of the Minimum Purchase Price therefor. For purposes of this Agreement the term “Minimum Purchase Price” shall mean the sum of the following amounts with respect to each of the Seasoned Loans to be purchased that are Bank of America TERI Program loans (other than Bank of America TERI ISLP Program loans):

- (a) The unpaid principal amount of the Seasoned Loans in question [\*\*]; plus
- (b) All accrued and unpaid interest on such Seasoned Loans, [\*\*]; plus
- (c) [\*\*], the amount of any guaranty fee paid by the Program Lender to The Education Resources Institute, Inc. ("TERI"). If the terms of the Guaranty Agreement call for any Guaranty Fees to be paid to TERI [\*\*]; plus
- (d) A marketing fee and loan premium, [\*\*]:
  - 1. with respect to Bank of America TERI School Channel Undergraduate Creditworthy Loans, [\*\*]% for [\*\*], and [\*\*]; plus
  - 2. with respect to Bank of America TERI School Channel Graduate Creditworthy Loans, [\*\*]% for [\*\*], and [\*\*]; plus
  - 3. with respect to Bank of America TERI School Channel Graduate Credit-ready Loans, [\*\*]% plus
  - 4. with respect to Bank of America TERI School Channel Continuing Education Loans, [\*\*]% for [\*\*]& [\*\*]; plus
  - 5. with respect to Bank of America TERI School Channel Creditworthy Health Professions Loans (excluding [\*\*]), [\*\*]% for [\*\*], & [\*\*]; plus
  - 6. with respect to Bank of America TERI School Channel Credit-ready Health Professions Loans and CVS Creditworthy and Credit-ready Health Professions Loans eligible for purchase under the [\*\*], [\*\*]% plus
  - 7. with respect to Bank of America prepGATE (AKA K-12) Loans, [\*\*]%.

#### ISLP

For purposes of this Supplement the term "Minimum Purchase Price" shall mean the sum of the following amounts with respect to each of the Seasoned Loans to be purchased:

- (a) The unpaid principal amount ([\*\*]) of the Seasoned Loans in the Pool; plus
- (b) All accrued and unpaid interest on such Seasoned Loans, [\*\*]; plus
- (c) A marketing fee and loan premium, [\*\*]:
  - 1. with respect to Bank of America Bank School Channel ISLP Undergraduate Creditworthy Loans, [\*\*]% for [\*\*]& [\*\*];
  - 2. with respect to Bank of America Bank School Channel ISLP Graduate Creditworthy Loans, [\*\*]% for [\*\*]& [\*\*];
  - 3. with respect to Bank of America Bank School Channel ISLP Graduate Credit-ready Loans, [\*\*]%;
  - 4. with respect to Bank of America Bank School Channel ISLP Medical Creditworthy Loans, [\*\*]%;
  - 5. with respect to Bank of America Bank School Channel ISLP Medical Credit-ready Loans, [\*\*]%;
  - 6. with respect to Bank of America Bank School Channel ISLP Medical Creditworthy Residency Loans, [\*\*]%;
  - 7. with respect to Bank of America Bank School Channel ISLP Medical Credit-ready Residency Loans, [\*\*]%.

# EXHIBIT #7

SHERMETA LAW GROUP, P.C.  
ATTORNEYS AND COUNSELORS AT LAW

P.O. Box 5016  
Rochester, MI 48308-5016  
(800) 451-7992  
FAX (248) 519-1701

NOVEMBER 22, 2016

DOROTHY A KYLLONEN

ES

RE: Creditor: NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-3, A DELAWARE STATUTORY TRUST  
Account No.: \*\*\*\*\*1000  
Our File No.: 768197/002  
Balance Owed as of today's date: \$15,034.72

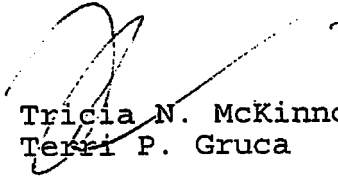
Dear DOROTHY A KYLLONEN :

My office is in receipt of your communication regarding the above-referenced matter. This office represents:  
NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-3, A DELAWARE STATUTORY TRUST

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. 1692g), the documents attached are being provided to you to validate this debt. By providing this information, we consider this debt to have been validated.

If you wish to discuss a payment plan or a settlement of this matter, you may contact our Recovery Department at 1-800-451-7992.

Very truly yours,  
SHERMETA LAW GROUP, P.C.

  
Tricia N. McKinnon  
Tersi P. Gruca

NOTICE: THIS COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VD/768197

**WELTMAN, WEINBERG & REIS Co., LPA**

**ATTORNEYS AT LAW**

*Over 80 Years of Service.*

3705 Marlane Drive Grove City, OH 43123-8895  
(614) 801-2600 (800) 683-1204  
MON-THURS 8AM-1130PM, FRI 8AM-445PM EST

October 13, 2016

JAMES JACKSON

BROWNSTOWN MI 48193-8507

RE: Current Creditor: NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-1  
Account No. - XXXXX1309/001-001000  
WWR No.: 21292025  
Balance Due as of October 13, 2016: \$11,769.92

Dear JAMES JACKSON:

Please be advised that the above referenced account has been placed with us to collect the outstanding balance due and owing on this account to the current creditor referenced above. As of the date of this letter you owe the amount listed above. Therefore, it is important that you contact us at 1-800-683-1204 to discuss an appropriate resolution for this matter. Additionally, you may be able to pay on your account online via our web pay website at [www.wwrepay.com](http://www.wwrepay.com).

This communication is from a debt collector attempting to collect this debt for the current creditor and any information obtained will be used for that purpose. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this letter, we will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment and a copy of such verification or judgment will be mailed to you. If you request in writing within the thirty (30) day period, we will provide you with the name and address of the original creditor if different from the current creditor.

Thank you for your attention to this matter.

Sincerely,

Welman, Weinberg & Reis Co., L.P.A.

WONWELT01323

\*\*\*To receive proper credit on your account, please detach the bottom portion and return with your payment in the enclosed envelope\*\*\*

3705 Marlane Drive  
Grove City, OH 43123-8895  
ADDRESS SERVICE REQUESTED

**WWR FILE NO. - 21292025**  
Balance Due as of October 13, 2016: \$11,769.92

October 13, 2016

**WELTMAN, WEINBERG & REIS CO., L.P.A.**  
P.O. Box 93596  
Cleveland, OH 44101-5596

DCD/323/22534507/0353-323 246313769



JAMES JACKSON  
19017 DAWNSHIRE DR  
BROWNSTOWN MI 48193-8507

DCD/323/22534507/0353

# EXHIBIT #8

**AFFIDAVIT OF CONNIE FELDHAWN**

STATE OF MICHIGAN)

COUNTY OF INGHAM) \*

Pursuant to 28 U.S.C § 1746, CONNIE FELDHAWN, having been duly sworn and upon oath, verifies, certifies and declares as follows:

1. I am being sued by NATIONAL COLLECIATE STUDENT LOAN TRUST 2006-3 (NCLST). I don't know who they are or why they say I owe them any money. I dispute I owe this debt and the amount they claim I owe with no proof.
2. I received two pages from NCSLT: Summons and a Complaint. Neither told me why I owed this company a debt.
3. If the debt is a private student loan from Bank of America, then, because of student financial hardship, I have not paid on the debt since back in 2006. I have not made any other payments on that debt.
4. This is causing me stress and hardship because of the lawsuit for a debt I don't owe and the court informed me that NCSLT actually sued me once already on the same debt back in 2015. I did not know about that lawsuit or why they were suing me. I don't need this stress and now have to hire an attorney to prevent a judgment.

DATED: 5/24/17

  
CONNIE FELDHAWN



STATE OF MICHIGAN  
IN THE 74<sup>th</sup> DISTRICT COURT

In the matter of:

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2006-3 A Delaware Statutory Trust

Plaintiff,

Case No. 16-8278-GC

DOROTHY A. KYLLONEN,

Defendant(s).

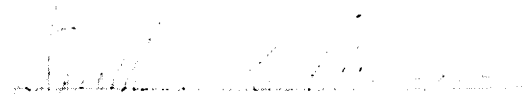
---

COUNTER-AFFIDAVIT OF DOROTHY A. KYLLONEN

I, DOROTHY A. KYLLONEN, under penalty of perjury and pursuant to 28 U.S.C §  
1746, state the following:

- (1) I am being sued by NATIONAL COLLEGIATE STUDENT LOAN TRUST  
2006-3 (NCSLT) for a debt I do not owe them.
- (2) I received a letter from NCSLT and sent them a request for validation and dispute  
and proof they owned the debt. They did not provide me proof I owed them the  
debt or that I signed anything with them.
- (3) I fear that I am being sued for a debt I don't owe NCSLT and will have a  
judgment against me for a debt I never signed up for with them. This is causing  
me a great deal of stress and anxiety and now I have to obtain an attorney to prove  
I do not owe something I should never be sued for.

That by signing this statement, I declare under penalty of perjury that all of the  
information contained herein is true and accurate to the best of my knowledge, and I  
acknowledge further that the Court may rely on the veracity of the statement provided.

  
DOROTHY KYTTONEN

4/10/17  
DATE

**AFFIDAVIT OF JAMES JACKSON**

STATE OF MICHIGAN)

COUNTY OF WAYNE) \*

Pursuant to 28 U.S.C § 1746, JAMES JACKSON, having been duly sworn and upon oath, verifies, certifies and declares as follows:

1. I am being pursued on a student loan by National Collegiate Student Loan Trust. I don't know who or what that entity is and I have not seen any proof I owe NCSLT anything. I dispute I owe this debt or the debt amount to NCSLT.
2. I am being sued by NCSLT attorneys, Weltman, Weinberg & Reis. They would not provide me proof that I specifically owe NCSLT on this debt. I dispute I owe this debt to NCSLT or their attorneys.

Dated: 8-2-17

  
\_\_\_\_\_  
JAMES JACKSON

# EXHIBIT #9

NATIONAL COLLEGIATE STUDENT	)	
LOAN TRUST 2006-3, A Delaware	)	
Statutory Trust	)	
Plaintiff	)	Docket #
	)	
	)	
v.	)	
	)	
	)	
	)	
DOROTHY A KYLLONEN	)	
Defendant(s)	)	

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA	)
	)
COUNTY OF GWINNETT	)

BEFORE ME, the undersigned authority, personally appeared Affiant Deanna Martinez, who being first duly sworn, deposes and states:

- I am employed by Transworld Systems Inc. (hereinafter TSI), the Subservicer for Plaintiff pertaining to the educational loan forming the subject matter of this action.
- TSI has been contracted to perform the duties of the Subservicer for Plaintiff by U.S. Bank, National Association, the Special Servicer of Plaintiff. TSI, as the Subservicer of the Plaintiff, is the designated custodian of records for the Defendant's educational loan. Additionally, TSI maintains the dedicated system of record for electronic transactions pertaining to the Defendant's educational loan, including, but not necessarily limited to, payments, credits, interest accrual and any other transactions that could impact the Defendant's educational loan.



Attached hereto as Exhibit "A" is a true and correct copy of confirmation of TSI's capacity as Subservicer.

3. I am over the age of 18 and competent to testify to the matters stated herein. As an employee of TSI, I am duly authorized by Plaintiff and U.S. Bank, National Association to make the representations contained in this Affidavit.

4. I have access and training on the system of record utilized by TSI to enter and maintain loan account records and documentation concerning the Defendant's educational loan for the Plaintiff.

5. I am familiar with the process by which TSI receives prior account records, including origination records from the time the loan was requested and/or disbursed to the Defendant and/or the student's school on their behalf.

6. As custodian of records it is TSI's regularly-conducted business practice to incorporate prior loan records and/or documentation into TSI's business records.

7. I am further competent and authorized to testify regarding this educational loan through personal knowledge of the business records maintained by TSI as custodian of records, including electronic data provided to TSI related to the Defendant's educational loan, and the business records attached to this Affidavit.

8. This lawsuit concerns an unpaid loan owed by Defendant DOROTHY A KYLLONEN to Plaintiff. Specifically, Defendant entered into an educational loan agreement at Defendant's special instance and request. A loan was extended for Defendant to use pursuant to the terms of the loan agreements. Defendant has failed, refused, and/or neglected to pay the balance pursuant to the agreed terms.

9. Educational loan records are created, compiled and recorded as part of regularly conducted business activity at or near the time of the event and from information transmitted from a person with personal knowledge of said event and a business duty to report it, or from information transmitted by a person with personal knowledge of the accounts or events described within the business record. Such records are created, kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

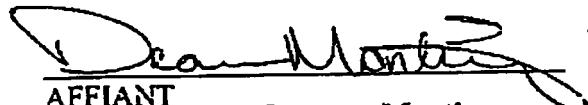
10. I have reviewed the educational loan records described in this affidavit regarding account number xxxxx3429/001-001000. No payment has been made since 03/18/2016. After all payments, credits and offsets have been applied, Defendant DOROTHY A KYLLONEN owes the principal sum of \$15,025.68, together with accrued interest in the amount of \$ 9.04, totaling the sum of \$15,034.72 as of 4/18/2017. Attached hereto and incorporated as Exhibit "B" is a true copy of the underlying Credit Agreement/Promissory Note and Note Disclosure Statement. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original.

11. The Defendant opened the educational loan described above and funds were first disbursed on 9/13/2005. See Exhibit "B". The Defendant's educational loan was then transferred, sold and assigned by the Lender directly to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3, or to an intermediary, National Collegiate Funding, LLC, who then immediately transferred, sold and assigned the Defendant's educational loan to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3. The Defendant's educational loan was in good standing and not in default on the date the Plaintiff acquired the Defendant's educational loan. Attached hereto and incorporated as Exhibit "C" is a true and correct copy of the assignment Agreement(s) described herein.

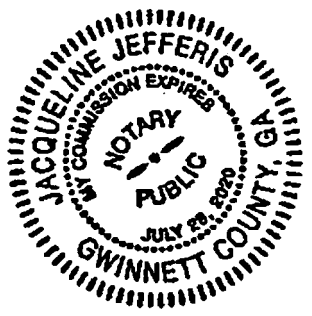
12. Based on custodial records, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, Defendant is not in such military service and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

13. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

  
AFFIANT  
Print Name: Deanna Martinez  
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 18<sup>th</sup> day of April, 2017



  
NOTARY PUBLIC  
My Commission Expires on



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Transworld Systems, Two Law Firms Run 'State-Wide Scheme' to Collect Defaulted Student Debts](#)

---