**IN THE UNITED STATES DISTRICT COURT**
**FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**
**JACKSON DIVISION**



WILLIAM L. LAMEY, individually, and on behalf of a class of similarly situated individuals,

Plaintiff(s),

v.

NAVIENT SOLUTIONS, LLC, d/b/a the NAVIENT CORPORATION, d/b/a NAVIENT SOLUTIONS, INC., d/b/a SLM, INC., d/b/a SALLIE MAE; KEVIN MASON, P.A.; GM LAW FIRM, LLC; KEVIN P. MASON, in his individual capacity; CHANTEL L. GRANT, in her individual capacity; JOHN AND JANE DOES 1-5; and XYZ BUSINESS ENTITIES 1-5

Defendant.

Civil Action No. 3:17cv341DPJ-FKB

## COMPLAINT

THE PLAINTIFF, William L. Lamey, individually, and as prospective Class Representative, on behalf of all of those similarly situated, under Federal Rule of Civil Procedure 23, files suit against the above-named Defendants, and pleads as follows:

*(JURY TRIAL DEMANDED; AND*
*REQUEST FOR CLASS CERTIFICATION UNDER F.R.C.P. 23)*

## INTRODUCTION

1. Plaintiff, William L. Lamey ("Plaintiff" or "Mr. Lamey") brings this action for himself, and on behalf of all persons in the United States who: (1) have suffered from unlawful, fraudulent, or deceptive loan-inducement activities as relates to their private

student loans originated, or serviced by, SLM, Inc., d/b/a Sallie Mae ("Sallie Mae") or Navient Solutions, LLC d/b/a the Navient Corporation, or its wholly-owned subsidiary, Navient Solutions, Inc. (the "Navient Defendants"), formerly known as Sallie Mae, Inc., in violation of The Truth in Lending Act (TILA), 15 U.S.C. § 1601, *et. seq.*, as amended, and other common law duties; (2) have suffered from unlawful collection activities by the Navient Defendants as relates to their Navient-serviced student loans under the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, 5565; the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, Regulation V, 12 C.F.R. part 1022; the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692 *et seq.*; and the Telephone Consumer Protection Act (TCPA), 47 U.S.C. §§ 227 *et seq.*, based upon unlawful acts and practices in connection with Defendants' servicing and collection of student loans; and (3) who have suffered financial loss at the hands of Defendants, Kevin Mason, P.A., GM Law Firm, LLC, Kevin P. Mason, esq., individually, or Chantel L. Grant, esq., individually (the "Attorney and Law Firm Defendants"), due to those attorneys', and their law firms': legal malpractice, breach of contract, breach of express and implied warranties, breaches of fiduciary duties, or fraud as relates to these Defendants' improperly-solicited legal services of so-called "private student loan debt resolution."[1]

[1] There are three distinct categories (each with their own proposed sub-classes) of proposed Classes, under F.R.C.P. 23, pleaded in this Complaint: (1) the Class related to the fraud-in-the-inducement, and other statutory and common law claims against Sallie Mae and the Navient Defendants as relates to the origination of the Class Members' private student loans; (2) the Class that has suffered FDCPA, FCRA, and other common law and statutory violations, as pleaded in this Complaint, against the Navient Defendants as relates to the unlawful or improper servicing of their Navient-serviced student loans; and (3) the Class of deceived, tricked, or otherwise negligently-represented clients of Kevin Mason, Chantel Grant, Kevin Mason, P.A., and GM Law Firm, LLC, who have been tricked or negligently-advised to enter into the disastrous so-called "private student loan resolution" services that have been improperly-solicited by the Attorney and Law Firm Defendants in this matter.

2. This case arises out of three categories of damages[2] suffered by Mr. Lamey's, and the Class Members, as it relates to the inducement, origination, servicing, collection, and the so-called "private student loan resolution" legal services provided by the various Defendants to this action.

3. As to the first proposed Class in this action (the "Private Student Loan Inducement and Origination Class"): Sallie Mae, or the Navient Defendants, with actual knowledge, and from the years of 2005 to approximately 2015, misrepresented to Mr. Lamey and the Class Members (of the first-proposed Class in this matter) material information regarding the following: all material details regarding the terms of repayment of their private student loans, including disclosure of materials terms related to forbearances, the interest rates, and the total estimated cost of these loans, with all financing and interests costs, over the estimated life of the loans; the true employment statistics, including average salary information, of the graduating classes of the various educational institutions[3] of the Class Members of the first proposed Class in this Complaint; and the failure of Sallie Mae and the Navient Defendants to accurately disclose the fact that private student loans, in most cases, are eligible for discharge under the United States Bankruptcy Code and are subject to statutes of limitations under the governing state law for those private student loan promissory notes.

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[2] *See* Footnote 1, *supra.*

[3] In the case of the named-Plaintiff, Mr. Lamey, this being graduates with philosophy, or other average-low-income-producing-degrees, from the private Millsaps College in Jackson, Mississippi. This grossly-negligent, or predatory, behavior on the part of Sallie Mae, Navient, and the complicit colleges and universities that this practice also profits, has been widespread across the United States, harming tens, if not hundreds of thousands, of former students now in their mid-20's to mid-30's in what is a brewing-crisis that will likely rival the mortgage crisis and corresponding Great Recession of 2008.

4. As to the second Proposed Class in this action (the "Navient-Serviced Private Student Loan Class): Navient has failed to perform its core duties in the servicing of its portfolio of private student loans, including the Navient-serviced private student loans of Mr. Lamey, Plaintiff, and the Navient-Serviced Private Student Loan Class Members, in violation of federal consumer financial laws, as well as the trust that borrowers, like Mr. Lamey and the Navient-Serviced Private Student Loan Class Members, have placed in the company. Most federal student borrowers have a right under federal law to set their monthly student loan payment as a share of their income, an arrangement that can offer borrowers extended payment relief and other significant benefits. Navient systematically deterred numerous borrowers from obtaining access to some or all of the benefits and protections associated with these plans. Despite assuring borrowers that it would help them find the right repayment option for their circumstances, Navient steered these borrowers experiencing financial hardship, like Mr. Lamey and the Class Members he seeks to represent, into costly payment relief designed for borrowers experiencing short-term financial problems, before or instead of affordable long-term repayment options that were more beneficial to them in light of their financial situation.

5. Navient, formerly known as Sallie Mae, Inc., is the largest student loan servicer in the United States. Navient services the loans of more than 12 million borrowers, including over 6 million customer accounts under a contract with the U.S. Department of Education, and more than $300 billion in federal and private student loans.

6. Navient's principal responsibilities as a servicer include managing borrowers' accounts; processing monthly payments; assisting borrowers to learn about, enroll in, and

remain in alternative repayment plans; and communicating directly with borrowers about the repayment of their loans.

7. For borrowers who did enroll in long-term repayment plans, Navient failed to disclose the annual deadline to renew those plans, misrepresented the consequences of non-renewal, and obscured its renewal notice to borrowers who were due for renewal. As a result, the affordable payment amount expired for hundreds of thousands of borrowers, resulting in an immediate increase in their monthly payment and other financial harm.

8. Upon information and belief, and since at least July 2011, tens of thousands of borrowers and cosigners have filed complaints with Navient, the Bureau, other governmental and regulatory agencies, and other entities about the difficulties and obstacles they have faced in the repayment of their federal and private student loans serviced by Navient.

9. Taken together, these wrongful or grossly-negligent practices of the Navient Defendants prevented some of the most financially vulnerable borrowers, like Mr. Lamey and the Class Members he seeks to represent, from securing some or all of the benefits of plans that were intended to ease the burden of unaffordable, and fraudulently-induced, student debt.

10. As to the third proposed Class in this action (the "Attorney and Law Firm Class"): Florida attorneys Kevin Mason and Chantel Grant, and their law firms, Kevin Mason, P.A., and GM Law Firm, LLC (the "Attorney and Law Firm Defendants"), and John and Jane Does 1-5 and XYZ Business Entities 1-5 (the "presently unknown Defendants"), have committed legal malpractice (and other acts of gross negligence), or in the alternative,

breaches of contract, express and implied warranties, fraud in the inducement, fraud-in-the-factum, breaches of fiduciary duties, and other violations of common law and statutory duties owed to Mr. Lamey and the Class Members he seeks to represent, comprised of current and former clients of the Defendants referenced in this Paragraph.

11. As detailed further, *infra*, in this Complaint, Mr. Lamey and the Attorney and Law Firm Class Members have suffered financial damages at the hands of the Attorney and Law Firm Defendants via the so-called "private student loan debt resolution" legal services that these Defendants, and the presently unknown Defendants[4], have improperly-solicited to Mr. Lamey and the Attorney and Law Firm Class Members.

12. In brief, the grossly-negligent, or fraudulent, so-called "private student loan debt resolution" legal services that the Attorney and Law Firm Defendants, and the presently unknown Defendants, have solicited to Mr. Lamey, and the Attorney and Law Firm Class Members, work as follows: these Florida attorneys, through a variety of business entities, some of which, upon information and belief are incorporated in the State of Delaware, solicit (via cold calls or direct solicitations through the mail[5]) consumers struggling with the repayment of their Navient-serviced private student loans to enter into a so-called "private student loan debt resolution program" that the Attorney and Law Firm Defendants have negotiated with Sallie Mae/Navient. This program, upon information and belief does not, in fact exist. However, through fraud, or gross negligence on the part of the Attorney

[4] Attorneys, Kevin Mason and Chantel Grant, have solicited these so-called "private student loan resolution" legal services under a variety of company names, to be discovered, and added to this litigation, upon discovery of their identities.

[5] It is unclear, and will be a point of discovery, to determine how the Attorney and Law Firm Defendants obtain their lists of prospective "clients" (victims) that they use to solicit customers into their so-called "private student loan debt resolution program."

and Law Firm Defendants, **Mr. Lamey, and the Attorney and Law Firm Class Members that he seeks to represent, have (purportedly and allegedly) agreed to pay, unbeknownst to them, the Attorney and Law Firm Defendants 50% of their total student-loan-balance, in monthly payments, for ten years.** These payments, it is later discovered (but which was not disclosed to Mr. Lamey and the Attorney and Law Firm Class Members), are not applied, in any way, to their student-loan-balances, and instead are fees that have been kept by the Attorney and Law Firm Defendants, especially Florida attorneys, Kevin Mason and his law partner, Chantel Grant.

13. If Plaintiff and Inducement/Origination Class Members knew about the material information that Sallie Mae and the Navient Defendants knew, and had a duty to disclose, but did not, then Plaintiff and Inducement/Origination Class Members would not have agreed to take out their private student loans, or they would have found more economically-appropriate educational programs, institutions, and financing-arrangements for their undergraduate educations.

14. Due to their reasonable reliance on Inducement/Origination Defendants' material misrepresentations and omissions, Plaintiff and the Inducement/Origination Class Members have suffered an ascertainable loss of money, property, and value, as well as serious harms to their credit reports, and related consequential damages.

## THE PARTIES

*(The Plaintiff)*

15. Plaintiff, William L. Lamey, is a Mississippi citizen who resides in Jackson, Hinds County, Mississippi, and who may be served via his counsel-of-record in this matter.

16. On or about the Fall of 2001, Mr. Lamey – like tens, if not hundreds of thousands of similarly-situated, prospective students – was fraudulently-induced to enter private student loan contracts with Sallie Mae (now Navient) for the financing of a university degree, the true economic value of which, was misrepresented or concealed to Plaintiff and the Inducement/Origination Class Members. Mr. Lamey financed his private, Millsaps College, bachelor of arts degree in philosophy and religion, which he received in May of 2006, with private Sallie Mae student loans.

17. Plaintiff, only 18 at the time, reasonably relied, to his detriment, on the employment statistics, average income data, and other financial data provided to him by Sallie Mae regarding his course of study in philosophy and religion at the private Millsaps College in Jackson, Mississippi. This data turned out, in hindsight, to be false, misleading, and otherwise materially-incomplete for its explicitly-intended purpose, to advise prospective borrowers of Sallie Mae loans of the reasonable of such financing-arrangements for their school, degree, etc. Due to this wrongful inducement, Mr. Lamey, very similarly to the putative members of the Inducement/Origination Class, incurred a private student loan balance, well into six-figures, that cannot possibly be repaid. Plaintiff, like the Inducement/Origination Class Members, has been confined to a life of student-loan-poverty as a result of the fraudulent-inducement of these private student loans by Sallie Mae (now Navient).

18. Plaintiff's substantial contacts with all Defendants in this matter occurred from his (former) home: at 5428 Jamaica Drive, Jackson, Mississippi 39211.

19. Further, Plaintiff, like the Navient-Serviced Student Loan Class Members, has suffered violations of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Consumer Financial Protection Act of 2010, and related common law violations at the hands of SLM, Inc., d/b/a Sallie Mae, the Navient Corporation, and Navient Solutions, Inc, as it relates to the servicing and collection of these Sallie Mae/Navient student loans. These willful, or grossly-negligent, violations have caused Plaintiff, and the Navient-Serviced Student Loan Class Members, severe damages.

20. Also, Plaintiff, similar to the Attorney and Law Firm Class Members, has suffered damages as a result of the legal malpractice, or fraud, inflicted by the Attorney and Law Firm Defendants' so-called "private student loan debt resolution" legal services, which, at best, is gross legal malpractice, and, at worst, is a scam and a fraud perpetuated and solicited by licensed Florida attorneys, Kevin Mason and his law partners, Chantel Grant, against desperate persons – like Plaintiff and the Attorney and Law Firm Class Members – who have been saddled with unmanageable private student loan debt-loads, and who are susceptible for being taken advantage of by attorneys like Kevin Mason and Chantel Grant.

*(The Defendants)*

21. First-named Defendant(s), Navient Solutions, LLC ("Navient"), d/b/a the Navient Corporation, has been formerly known as: Sallie Mae, Inc., Sallie Mae, and Navient Solutions, Inc. Navient is a Delaware limited liability company with its principal offices located in Reston, Virginia. Navient is registered with the Mississippi Secretary of State's Office as a foreign corporation authorized to conduct business in the State of Mississippi. principally engages in servicing of federal and private student loans for more than 12 million

borrowers. At all times material to this complaint, Navient Solutions, Inc. has offered or provided a "consumer financial product or service," and therefore is and was a "covered person" under the CFPA. 12 U.S.C. § 5481(6), (15)(A)(i). At all times material to this Complaint, Navient has been located and transacted business in this judicial district.

22. Navient (via its current holding/parent company, Navient Solutions, LLC) may be served with process via its registered agent with the Mississippi Secretary of State: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

23. Navient, at all times material to this Complaint, engaged in debt collection activities related to outstanding and delinquent student loans on behalf of several owners of federal student loans. Thus, the Navient Defendants are a "debt collector(s)" under the FDCPA. 15 U.S.C. § 1692(a)(6).

24. Following a corporate reorganization in 2014, Navient Corporation was the successor to SLM, Inc., d/b/a Sallies Mae, and Navient, LLC. As part of this reorganization, Navient Corporation assumed certain liabilities related to the servicing and collection activities of SLM, Inc. d/b/a Sallie Mae, Navient, LLC, and their subsidiaries. Among the liabilities assumed by Navient Corporation are all of the pre-reorganization inducement,, origination, servicing, and collection conduct described in this Complaint.

25. SLM, Inc., d/b/a Sallie Mae, was awarded the servicing-contract with the U.S. Department of Education in 2009, and that contract continues to be in force to the present (subject to various modifications that the parties to that contract have executed). All documents related to that contract were signed in the name of SLM, Inc. (or Corporation), or, subsequently, Navient, LLC. Accordingly, as a result of the 2014 corporate

reorganization, Navient Corporation (via its holding/parent company, Navient Solutions, LLC), is currently the entity that contracts with the U.S. Department of Education for the servicing of federal student loans, as well as being a main third-party servicer and collector of private student loan debt throughout the United States.

26. In public statements, including annual 10-K filings with the U.S. Securities and Exchange Commission, Navient Corporation (including its predecessor SLM, Inc.) has boasted about its capabilities with respect to student loan servicing and collection, including helping consumers navigate the path to financial success and select the appropriate payment plan for their circumstances. Navient Corporation has also indicated that it is responsible for overseeing the strategic direction and business goals of its subsidiaries. For instance, Navient Corporation's 2015 10-K filing includes the following statements:

- "Navient [Corporation] is the nation's leading loan management, servicing and asset recovery company, committed to helping customers navigate the path to financial success. Servicing more than $300 billion in education loans, Navient [Corporation] supports the educational and economic achievements of more than 12 million customers."

- "Navient [Corporation] services loans for more than 12 million ... customers, including 6.3 million customers whose accounts are serviced under Navient [Corporation]'s contract with ED. We help our customers navigate the path to financial success through proactive outreach and emphasis on identifying the payment plan that best fits their individual budgets and financial goals."

- "The Navient [Corporation] board of directors and its standing committees oversee our strategic direction, including setting our risk management philosophy, tolerance and parameters; and establishing procedures for assessing the risks our businesses face as well as the risk management practices our management team develops and implements."

- "Each business area within our organization is primarily responsible for managing its specific risks following processes and procedures developed in

> collaboration with our executive management team and internal risk management partners."

27. Navient Solutions, LLC, d/b/a Navient Corporation consented to, has knowledge of, has materially participated in, and has controlled the activities of Navient Solutions, Inc. and all other relevant Navient predecessor or subsidiary business entities material to the facts pleaded in this Complaint.

28. Second-named Defendant, Kevin Mason, P.A., is a Florida corporation that offered professional legal services to the public. This business entity has never been registered to conduct business within Mississippi with the Mississippi Secretary of State's Office. Florida attorney, Kevin Mason, is the registered agent of Kevin Mason, P.A.

29. Third-named Defendant, GM Law Firm, LLC, is a Florida limited liability company that offers professional legal services to the public. This business entity has never been registered to conduct business within Mississippi with the Mississippi Secretary of State's Office. This law firm is owned and operated by Florida attorneys, Kevin P. Mason and Chantel L. Grant. Chantel L. Grant, is the registered agent of GM Law Firm, LLC. It principal place of business is: 1515 South Federal Highway, Suite 105, Boca Raton, Florida 33432.

30. Fourth-named Defendant, Kevin P. Mason, individually, is a Florida attorney. Kevin Mason is an owner and principal of Kevin Mason, P.A., and GM Law Firm, LLC, along with his law partner, Chantel L. Grant. Kevin Mason may be served at: 1515 South Federal Highway, Suite 105, Boca Raton, Florida 33432.

31. Fifth-named Defendant, Chantel L. Grant, individually, is a Florida attorney. Upon information and belief, Chantel Grant is an owner and principal of Kevin Mason,

P.A., and GM Law Firm, LLC, along with her law partner, Kevin P. Mason. Chantel Grant may be served at: 1515 South Federal Highway, Suite 105, Boca Raton, Florida 33432.

## JURISDICTION

32. This is a class action.

33. Plaintiff and other members of the (three) Proposed Classes are citizens of states different from the home state of Defendants. Complete diversity of state citizenship exists in this suit. Further, and as a separate, independent basis for this Court's jurisdiction in this matter, questions of federal law pertaining to the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, 5565; the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, Regulation V, 12 C.F.R. part 1022; the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692 *et seq.*; and the Telephone Consumer Protection Act (TCPA), 47 U.S.C. §§ 227 *et seq.*, are raised by the filing of this Complaint.

34. On information and belief, aggregate claims of individual Class Members exceed $35,000,000.00 in value, exclusive of interest and costs.

35. Jurisdiction is proper in this Court pursuant to both 28 U.S.C. § 1332(d) and 28 U.S.C. 1331.

## VENUE

36. The Defendants, through their intentional business activities with Plaintiff in Jackson, Hinds County, Mississippi, have established sufficient contacts in this district such that personal jurisdiction is appropriate. All Defendants are deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

37. In addition, a substantial part of the events or omissions giving rise to these claims occurred in this judicial district.

38. Venue is proper in this Court under 28 U.S.C. § 1391(a).

## FACTS

**Navient/Sallie Mae's material misrepresentations, or concealment of material facts, in order to induce high-risk borrowers, like Plaintiff and Inducement/Origination Class Members, to take out private, and federal, student loans were not truthful, nor were they in the best financial interests of the borrowers. (Violations of the Truth in Lending Act and other Common Law Torts).**

39. Since the early 2000's, Navient, d/b/a Sallie Mae, has failed to disclose material financial information and data to its prospective private student loan borrowers regarding the legitimate, and true, financial prospects of many degree programs – including the program of Plaintiff in philosophy an religious studies from private Millsaps College – in an attempt to wrongly-induce these high-risk borrowers to finance their undergraduate studies by entering into lucrative promissory-note-agreements with Navient d/b/a Sallie Mae that cannot possibly be repaid, that ultimately caused the ruination of Plaintiff and Inducement/Origination Class Member's credit histories, and that have led to a serious of other financial calamities for Plaintiff and the Inducement/Origination Class Members, the damages of which shall be determined by the jury at trial.

40. As a result of the intentional, or grossly-negligent, concealment of material facts, and the related fraud-in-the-factum by the Navient Defendants, Plaintiff and the Inducement/Origination Class Members make demand for the following: recession of all Navient/Sallie Mae private student loan promissory notes that were induced by fraud or material misrepresentations or omissions, as described in this Complaint; all economic

damages suffered as a result of these wrongful acts by the Navient Defendants; all consequential damages suffered as a result of these wrongful acts by the Navient Defendants; all statutory damages permitted by law; all attorney's fees; all costs of litigation; and an award of punitive damages, to be determined by the jury at trial.

41. Navient d/b/a Sallie Mae violated The Truth in Lending Act (TILA), 15 U.S.C. § 1601, *et. seq.*, as amended, and various common law duties it owed to Plaintiff, and the Inducement/Origination Class Members, when it failed to disclose material financial information and data to its prospective private student loan borrowers regarding the legitimate, and true, financial prospects of many degree programs in an attempt to wrongly-induce these high-risk borrowers to finance their undergraduate studies by entering into lucrative promissory-note-agreements with Navient d/b/a Sallie Mae that cannot possibly be repaid, that ultimately caused the ruination of Plaintiff and Inducement/Origination Class Member's credit histories.

**Navient's Steering of Borrowers Experiencing Long-Term Financial Hardship, like Plaintiff and the Navient-Serviced Student Loan Class Members, into Forbearance when doing so is not in their best financial interests.**

42. Upon first entering repayment, a federal student loan borrower is assigned to or selects a specific repayment plan. However, that borrower has the right to change his/her repayment plan assignment or selection at any time, including if the borrower is experiencing financial hardship or distress.

43. The U.S. Department of Education offers numerous repayment plans to eligible borrowers with federal student loans, which are designed to help borrowers manage their student loan debt and make monthly repayment of these loans more affordable. These

repayment plans include several income-driven repayment plans, such as Income-Based Repayment (IBR) and Pay As You Earn Repayment (PAYE).

44. Most federal student loans, like those of Plaintiff and the Navient-Serviced Student Loan Class Members, are eligible for at least one income-driven repayment plan.

45. The monthly amount that the borrower will pay under the income-driven repayment plans is set at an amount that is intended to be more affordable based on the borrower's income and family size.

46. Depending on the borrower's income and family size, a borrower's monthly payment may be as low as $0 per month when enrolled in an income-driven repayment plan.

47. In addition to providing a more affordable monthly payment, most income-driven repayment plans offer several other benefits for federal student loan borrowers, especially borrowers experiencing long-term financial hardship. For example, for borrowers with subsidized loans whose monthly payment amount does not fully cover accrued interest, the federal government will pay any remaining unpaid interest that accrues on those loans during the first three consecutive years of enrollment in the plan. This interest subsidy can be a significant benefit to such borrowers because they generally have no obligation to ever pay the remaining unpaid interest that accrues during those three years. Furthermore, because that unpaid interest is paid in full by the federal government, it is not added to the principal balance of the loan. When interest is not paid, it can be added to the principal balance of the loan; additional interest is then charged on the increased principal balance of the loan, which could significantly increase the total amount repaid over the life of the loan. Thus, the interest subsidy available to many borrowers enrolled in income-driven repayment

plans can reduce these additional harmful effects, mitigating the financial strain on those borrowers.

48. Another benefit available to borrowers who are enrolled in an income-driven repayment plan is forgiveness of the remaining balance of their federal loan, either after making 20-25 years of qualifying payments for most income-driven repayment plans or 10 years of qualifying payments while working full time for certain public service employers.

49. Federal student loans are generally also eligible for forbearance, which is a short-term, temporary postponement of payment. With forbearance, a borrower experiencing financial hardship or illness may be able to stop making payments or reduce his or her monthly payment for a defined period of time.

50. Navient's Web site states that forbearance is appropriate for borrowers who "have a problem making on-time payments due to a temporary financial difficulty." The website also states: "Forbearance is intended to help you out in times of temporary need."[6]

51. Forbearance is typically not suitable for borrowers experiencing financial hardship or distress that is not temporary or short-term. Borrowers who enroll in forbearance face significant costs, which generally increase the longer the borrower is in forbearance. These include the accumulation of unpaid interest and the addition of that unpaid interest to the principal balance of the loan. In addition, in some cases, following a forbearance, a loan may be re-amortized, where the monthly payments may be recalculated, which can lead to an increase in the borrower's monthly payment amount. As a result of these costs, long-term enrollment in forbearance can dramatically increase the total amount

[6] Navient, *Deferment and Forbearance*, https://www.navient.com/loancustomers/postponing-payments/deferment-and-forbearance/ (last visited Jan. 21, 2017).

due each month after the forbearance period ends and over the repayment term for a borrower's, like Plaintiff's and the Navient-Serviced Student Loan Class Members' federal loans.

52. Because income-driven repayment plans enable borrowers to avoid or reduce these costs associated with forbearance, for borrowers whose financial hardship is not temporary and short-term, enrolling in an income-driven repayment plan is usually a significantly better option than forbearance.

53. The U.S. Department of Education has publicly encouraged borrowers to consult their federal student loan servicer to determine the best repayment option or alternative for that individual borrower. In several places on its website, the U.S. Department of Education has advised borrowers to contact their student loan servicer before applying for any alternative repayment plan or forbearance, with statements such as the following: "Work with your loan servicer to choose a federal student loan repayment plan that's best for you";[7] "Before you apply for an income driven repayment plan, contact your loan servicer if you have any questions. Your loan servicer will help you decide whether one of these plans is right for you";[8] and "Always contact your loan servicer immediately if you are having trouble making your student loan payment."[9]

54. Likewise, Navient, as a servicer of federal loans, has repeatedly encouraged borrowers experiencing financial hardship, like Plaintiff and the Navient-Serviced Student

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[7] Federal Student Aid, U.S. Department of Education, *Repayment Plans*, https://studentaid.ed.gov/sa/repay-loans/understand/plans (last visited Jan. 21, 2017).
[8] Federal Student Aid, U.S. Department of Education, *Income-Driven Repayment Plans*, https://studentaid.ed.gov/sa/repay-loans/understand/plans/income-driven (last visited Jan. 21, 2017).
[9] Federal Student Aid, U.S. Department of Education, *Deferment and Forbearance*, https://studentaid.ed.gov/sa/repay-loans/deferment-forbearance (last visited Jan. 21, 2017).

Loan Class Members, to contact Navient for assistance in evaluating the various alternative repayment options. For example, Navient's website has included the following statements inviting borrowers to contact Navient for guidance in finding long-term repayment solutions:

- "[I]f you're having trouble, there are options for assistance, including income-driven repayment plans, deferment, forbearance, and solutions to help you avoid delinquency and prevent default .... We can work with you to help you get back on track, and are sometimes able to offer new or temporarily reduced payment schedules. Contact us at 800-722-1300 and *let us help you make the right decision for your situation.*"[10]

- "If you're experiencing problems making your loans payments, please contact us. *Our representatives can help you by identifying options and solutions, so you can make the right decision for your situation.*"[11]

- "*Navient is here to help.* We've found that, 9 times out of 10, when we can talk to a struggling federal loan customer we can help him or her get on an affordable payment plan and avoid default."[12]

55. For many years, Navient's website has included other, similar statements relied upon by Plaintiff and the Navient-Serviced Student Loan Class Members. For example, its website previously stated that it was "committed to giving you the information and tools you need to understand and evaluate your student loan payment options. *We can help you find an option that fits your budget, simplifies payment, and minimizes your total interest cost.*" (emphasis added).

56. Nevertheless, since at least July 2011, despite publicly assuring borrowers, like Plaintiff and the Navient-Serviced Student Loan Class Members, that it will help them identify and enroll in an appropriate, affordable repayment plan, Navient has routinely

[10] Navient, *If You're Having Trouble*, https://www.navient.com/loan-customers/postponing-payments/if-you-are-having-trouble/ (last visited Jan. 21, 2017) (emphasis added).
[11] Navient, *Avoiding Delinquency and Default*, https://www.navient.com/loancustomers/postponing-payments/avoiding-default/ (last visited Jan. 21, 2017) (emphasis added).
[12] Navient, *5 Habits of Successful Borrowers*, https://www.navient.com/loancustomers/getting-started/successful-student-loan-borrowers/ (last visited Jan. 21, 2017) (emphasis added).

disregarded that commitment and instead steered borrowers experiencing long-term distress or hardship, like Plaintiff and the Navient-Serviced Student Loan Class Members, into forbearance.

57. Navient's compensation policies for its customer service representatives have incentivized them to push numerous borrowers to forbearance without adequately exploring income-driven repayment plans with those borrowers, and in some cases, without even mentioning income-driven repayment plans at all.

58. Because of the number and complexity of repayment options available for federal loans, a conversation about alternative repayment plans and the borrower's financial situation is usually time-consuming and cumbersome.

59. Navient, however, has compensated its customer service personnel, in part, based on average call time. As a result, engaging in lengthy and detailed conversations with borrowers about their particular financial situation and trying to determine the income-driven repayment plan that is most appropriate for each borrower would have been financially detrimental for those employees.

60. Moreover, since a borrower is required to submit a paper or online application, and include certain income tax documentation with that application, to enroll in an income-driven repayment plan, the process of enrolling a borrower in such plans sometimes requires multiple, lengthy conversations with the borrower. This is especially true considering that more than half of Navient borrowers who enroll in income-driven repayment plans for the first-time report that they could not navigate the application process on their own.

61. In addition to the paperwork required to enroll a borrower in an income-driven repayment plan, a borrower in such a plan must also complete an annual recertification form each year to document his/her current income and family size, which is then used to adjust the borrower's payment amount. Processing this renewal paperwork further increases the employee time that Navient must devote to borrowers who enroll in an income-driven repayment plan.

62. As the volume of income-driven repayment plan applications and renewals received by Navient increases, Navient also must increase the size of its staff to review and process those forms, thereby increasing operating costs.

63. In sum, counseling borrowers, like Plaintiff and the Navient-Serviced Student Loan Class Members, about, and enrolling those borrowers in income-driven repayment plans, is costly for Navient and its employees.

64. In contrast, enrollment in forbearance can often be completed over the phone, in a matter of minutes, and generally without the submission of any paperwork.

65. As compared to the staff resources and time expenditure required to enroll and renew borrowers in income-driven repayment plans, enrolling borrowers in forbearance is substantially less expensive for Navient and is or was financially beneficial for its employees. Navient employees have routinely failed to invest the time and effort necessary to help financially distressed borrowers, like Plaintiff and the Navient-Serviced Student Loan Class Members, to identify and enroll in the affordable repayment plans most appropriate for their financial situation.

66. According to the Consumer Financial Protection Bureau (CFPB), between January 2010 and March 2015, the number of borrowers that Navient enrolled in forbearance has generally exceeded the number of borrowers enrolled in income-driven repayment plans. For example, in December 2010, around 9% of borrowers with Federal Family Education Loan (FFEL) loans held and serviced by Navient were enrolled in voluntary forbearance, while less than 1% of borrowers with the same loan type were enrolled in IBR. Similarly, in December 2012, approximately 7% of Navient borrowers with FFEL loans held and serviced by Navient were enrolled in voluntary forbearance, while just 2% of borrowers with the same loan type were enrolled in IBR.

67. Navient representatives sometimes initially responded to borrowers' inability to make a payment by placing them in voluntary forbearance without adequately advising them about available income-driven repayment plans. This occurred even though it is likely that a large number of those borrowers would have qualified instead for a $0 payment in an income-driven repayment plan at that time. Indeed, over 50% of Navient borrowers, like Plaintiff and the Navient-Serviced Student Loan Class Members, who need payment relief, and meet the eligibility criteria for income-driven repayment plans, would likely qualify for a very low – if not $0 – monthly payment.

68. For example, between January 1, 2010 and March 31, 2015, nearly 25% of borrowers who ultimately enrolled in IBR with a $0 payment were enrolled in voluntary forbearance within the twelve-month period immediately preceding their enrollment in IBR. Similarly, during that same time period, nearly 16% of borrowers who ultimately enrolled in PAYE with a $0 payment were enrolled in voluntary forbearance within the twelvemonth

period immediately preceding their enrollment in PAYE. The majority of these borrowers were enrolled in voluntary forbearance more than three months prior to their enrollment in the income-driven repayment plan, which suggests that forbearance was not merely offered to these borrowers while their application in an income-driven repayment plan was pending. Because they were placed into forbearance before ultimately enrolling in an income-driven repayment plan with a $0 payment, these borrowers had delayed access to the benefits of the income-driven repayment plan. They were also subject to the negative consequences of forbearance, including the addition of interest to the principal balance of the loan, which they potentially could have avoided had they been enrolled in the income-driven repayment plan from the start.

69. Navient also enrolled an immense number of borrowers in multiple consecutive forbearances, even though they had clearly demonstrated a long-term inability to repay their loans. For example, between January 1, 2010 and March 31, 2015, Navient enrolled over 1.5 million borrowers in two or more consecutive forbearances totaling twelve months or longer. More than 470,000 of these borrowers were enrolled in three consecutive forbearances, and more than 520,000 of them were enrolled in four or more consecutive forbearances. For borrowers enrolled in three or more consecutive forbearances, each forbearance period lasted, on average, six months. Therefore, hundreds of thousands of consumers were continuously enrolled in forbearance for a period of two or three years, or more. Regardless of why these borrowers did not enroll in an income-driven repayment plan from the start, their long-term inability to repay was increasingly clear as each forbearance period expired. Yet Navient representatives continued to enroll them in forbearance again

and again, rather than an income-driven repayment plan that would have been beneficial for many of them.

70. Enrollment in multiple consecutive forbearances imposed a staggering financial cost on this group of borrowers. At the conclusion of those forbearances, Navient had added nearly four billion dollars of unpaid interest to the principal balance of their loans. For many of these borrowers, had they been enrolled in an income-driven repayment plan, they would have avoided much or all of their additional charges because the government would have paid the unpaid interest on their subsidized loans in full during the first three years of consecutive enrollment.

**Navient's (Repeated and Knowing) Violations of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, and the Consumer Financial Protection Act of 2010.**

71. Navient has violated the above federal consumer protection laws as relates to Plaintiff, and the Navient-Serviced Student Loan Class Members, as follows: repeated unlawful debt-collection telephone calls to telephone numbers that were never provided to Navient, nor in which Navient was authorized by the borrowers to contact them at said telephone numbers (in the case of Plaintiff, Mr. Lamey, more than 80 unauthorized and unlawful collection-calls were made to a cellular telephone of Mr. Lamey's that was never provided to Navient at the time of these more than 80 unlawful collection-calls); other unauthorized and unlawful collection activities and communications from Navient to Plaintiff and the Navient-Serviced Student Loan Class Members; unlawful and malicious reports made by Navient to the major third-party credit-reporting-bureaus containing incorrect negative items about Plaintiff and the Navient-Serviced Student Loan Class

Members payments histories on their Navient-serviced (federal and private) student loans, etc., which are subject to recession in the first place, considering the fraud, concealment, and misrepresentations central to the inducement of Plaintiff and the Inducement/Origination Class Members to take out these student loans (specially private student loans) in the first place.

72. An illustrative, but not exhaustive, list of the unlawful debt-collection telephone calls received by Plaintiff, and that were made by Navient to a number never disclosed to Navient[13], is attached, and incorporated into, this Complaint as Collective Exhibit "1". Plaintiff is entitled to statutory damages, attorney's fees, costs of litigation, and punitive damages as a result of these intentional and malicious FDCPA, TCPA, FCRA, and CFPA violations on the part of Navient.

73. Some written debt-collection correspondence from Navient, or Navient's distressed-debt collection subsidiary, Asset Recovery Solutions, LLC, demonstrating Navient's failure to disclose the appropriate IBR programs (or other debt-relief programs) to Plaintiff are attached to, and incorporated into, this Complaint as Collective Exhibit "2". Further, many of these collection communications were not even sent to Mr. Lamey, but instead, were directed toward Mr. Lamey's mother, Margaret A. Lamey, of Gulfport, Mississippi.

**Navient's Servicing Failures Relating to Renewal of Borrowers' Enrollment in Income-Driven Repayment Plans.**

74. A federal student loan borrower who is enrolled in an income-driven repayment plan must certify his/her income and family size to qualify for an affordable

[13] This telephone is: 769-226-4199.

payment amount that is based on that income and family size. This affordable payment amount applies for a period of twelve months. At the end of this twelve-month period, the affordable payment amount will expire unless the borrower renews his/her enrollment in the plan before the expiration date. To do so, the borrower must "recertify" his/her income and family size by submitting updated information, including documentation of income. The borrower must recertify income and family size information before the expiration of the twelve-month period each year in order to maintain the affordable payment amount each year.

75. If the twelve-month period expires because the borrower has not timely recertified income and family size, several negative consequences are likely to occur. First, the borrower's monthly payment amount may immediately increase from a low affordable amount to one that is typically in the hundreds or even thousands of dollars.

76. Other significant consequences that will occur when the twelvemonth period expires without a timely recertification include (1) the addition of any unpaid, accrued interest to the principal balance of the loan; (2) for subsidized loans in the first three years of enrollment in an income-driven repayment plan, the loss of an interest subsidy from the federal government for each month until the borrower renews his/her enrollment; and (3) for some borrowers who enroll in forbearance when the twelve-month period expires, delayed progress towards loan forgiveness because the borrower is no longer making qualifying payments that count towards loan forgiveness. These consequences are all irreversible.

77. At the time of enrollment in the income-driven repayment plan, Navient has sent borrowers, including Plaintiff and the Navient-Serviced Student Loan Class Members, an "initial disclosure notice" which identified the beginning and end dates of the initial enrollment in the repayment plan. That notice has also advised consumers: "You'll be notified in advance when your loan(s) is up for renewal for the [income-driven repayment] plan. At that time, you'll be provided with a date to submit a new application." However, the notice has not indicated any specific renewal deadline.

78. The "initial disclosure notice" has also outlined certain consequences that might result if the borrower "chooses not to renew" or "requests to leave the plan," including the recalculation of the borrower's monthly payment amount and the addition of unpaid interest to the principal balance of the loan. This indicates that these consequences will result only if the borrower either "chooses not to renew" or "requests to leave the plan." The notice does not identify any consequences that might result if the borrower – like Plaintiff and the Navient-Serviced Student Loan Class Members – chooses to renew by submitting a renewal application, but the application is incorrect or incomplete in some respect or is not submitted in a timely manner.

79. Since at least January 1, 2010, federal student loan servicers, including Navient, have been required to send at least one written notice concerning the annual renewal requirements to borrowers in advance of their renewal deadline.

80. From at least January 1, 2010, until December 2012, Navient's annual renewal notices for income-driven repayment plans sent through U.S. mail did not inform borrowers of the actual date by which they had to submit the renewal application, including

documentation of income, to avoid expiration of the twelve-month period during which payment was set at an affordable amount based on the borrower's income and family size.

81. Instead, Navient's pre-December 2012 notices stated vaguely that the borrower's income-based repayment period would "expire in approximately 90 days" and that the "renewal process may take at least 30 days."

82. It is impossible to determine from these two statements the deadline by which a borrower must submit the required documentation and information in order to timely renew enrollment in the plan. First, the statement that the "renewal process may take at least 30 days" says nothing about how long the renewal process will actually take, or even the maximum number of days the renewal process could take. Second, by saying that the plan would expire in "approximately 90 days," Navient provided no date by which the borrower could count backwards to calculate the deadline – even if Navient had told the borrower how many days to count (which it did not). The notice also failed to advise borrowers – like Plaintiff and the Navient-Serviced Student Loan Class Members – of the likely consequences if they failed to timely submit their renewal application.

83. The pre-December 2012 notices also failed to advise borrowers of the likely consequences of submitting incorrect or incomplete information. The notices encouraged borrowers to fill out the forms completely and warned borrowers that "by providing incorrect or incomplete information the [renewal] process will be delayed." This falsely implied that the only consequence of providing incorrect or incomplete information was a "delay" in the renewal "process" – that while the renewal *process* would be delayed by the

submission of an incomplete and incorrect application for renewal, as long as the deficiencies were rectified, no other consequences would result.

84. Borrowers who have submitted a renewal application have clearly chosen to renew their enrollment; their choice to renew was evidenced by their submission of the application, even if that application was incomplete or inaccurate in some respect. But the pre-December 2012 notice said nothing to warn these borrowers that failing to submit complete and accurate information before the end of the twelve-month period would have essentially the same consequences as if the borrower chose not to renew their enrollment in the income-driven repayment plan at all, because the consequences of a decision not to renew that were outlined in the initial disclosure letter would still result. Those consequences included at least a temporary increase in the borrower's monthly payment amount, the addition of any unpaid interest to the principal balance of the loan, and other financial consequences described above. Borrowers could not reasonably have been expected to interpret Navient's reference to a mere processing delay to actually mean irreversible financial harm.

85. For borrowers who have consented to receiving electronic communications, Navient has sent electronic renewal notices instead of hard copy notices by mail. More than 75% of Navient's federal student loan borrowers have consented to receiving electronic communications.

86. Between at least mid-2010 and March 2015, these borrowers had to log in to Navient's secure website with their user ID and password to view an electronic version of

the renewal notice sent via U.S. mail to other borrowers. Navient, however, failed to adequately advise these borrowers of the availability of the electronic notice on its website.

87. The only step that Navient took to advise these borrowers of the availability of the electronic notice on its website was to send them an email with a hyperlink to its website, where the renewal notice could be viewed after the borrower logged into his/her secure account. But neither the subject line of this email nor its contents provided any indication of the purpose of the notice.

88. From at least January 1, 2010 through November 15, 2012, the subject line of the email simply read: "Your Sallie Mae Account Information." Likewise, from at least November 16, 2012 through March 18, 2015, the subject line of the email was: "New Document Ready to View."

89. The body of the email did not provide any greater detail. Until mid-2015, the body of the email stated only that "a new education loan document is available. Please log in to your account to view it."

90. In stark contrast, during the same time period, other emails sent by Navient described the content or purpose of the referenced document. For example, the subject line of one such email was "Your Sallie Mae – Department of Education Statement is Available," and the body of the email stated "Your monthly statement is now available. Please log in to your account at SallieMae.com to view and pay your bill." Another email regarding loan terms had a subject line that read "Change in Loan Terms," and the text of this email stated, "The payment term for your loan(s) has changed. Please log in to your account to view the document with your updated payment schedule."

91. Navient has tracked the number of borrowers who click on the hyperlink in the emails that Navient sends to them. Thus, Navient has known or should have known that many borrowers did not view the electronic renewal notices.

92. Between at least July 2011 and March 2015, the percentage of borrowers who did not timely renew their enrollment in income-driven repayment plans regularly exceeded 60%. Those borrowers who did not timely renew experienced the significant consequences of nonrenewal, including a payment jump and the addition of any accrued, unpaid interest to the principal balance of the loan.

93. Navient has been aware that the majority of borrowers were failing to renew their enrollment in income-driven repayment plans.

94. Beginning in or around March 2015, Navient made several enhancements to its email that provides access to the electronic renewal notice. It changed the subject line of the email to read "Your Payment Will Increase Soon!" and the text of the email now states: "[I]n order to keep your lower payment amount, it's important that you apply soon to renew your repayment plan."

95. Since Navient made these enhancements to its electronic notices, the renewal rate has more than doubled.

**Navient's Misrepresentations Relating to Cosigner Release(s)**

96. A cosigner is generally necessary for a borrower to obtain a private student loan, or to obtain that loan with more favorable terms. This was the case for Plaintiff, Mr. Lamey, whose mother, Margaret A. Lamey, acted as his cosigner on his private student loans at issue in this class action lawsuit.

97. Once a borrower enters repayment on his/her private student loan, he or she generally can apply to release the cosigner from the loan after meeting certain eligibility criteria. This option is generally available to most Navient borrowers with cosigned private student loans.

98. Since at least January 2010, one of the eligibility criteria that Navient has required private student loan borrowers, like Plaintiff, to meet before they can apply to release a cosigner is that the borrower must make a minimum number of consecutive, on-time payments consisting of both principal and interest. Since January 21, 2014, Navient has required the borrower to "make 12 consecutive, on-time principal and interest payments" before applying for cosigner release. Prior to January 21, 2014, and depending on the applicable terms of the borrower's loan, Navient required borrowers to make between 12 and 48 "consecutive, on-time principal and interest payments" before applying for cosigner release. Navient did not, however, specifically define for borrowers what it meant by "consecutive" or "ontime" payments.

99. A borrower in repayment will sometimes make a payment that is a multiple of the monthly payment amount due. For example, a borrower whose monthly payment amount due is $100 may choose to pay $200 or $300 instead of $100.

100. When a borrower makes such a "multiplier overpayment," Navient generally applies the payment to satisfy the borrower's current monthly payment due, and then places the borrower in a "paid ahead" status for the subsequent months that have been satisfied by the excess payment.

101. For each month that the borrower is in a "paid ahead" status on his/her private student loan, Navient sends the borrower a bill indicating that the payment due for that month is $0 because the borrower is not required to make any payment that month in order to remain current on his/her loan. Thus, there is no "on-time principal and interest payment" that is even due that month.

102. Until at least mid-2015, in determining whether a borrower made the minimum number of "consecutive, on-time principal and interest payments" for purposes of cosigner release, Navient treated the lack of payment by a borrower in response to a $0 bill as a failure to make a "consecutive, on-time principal and interest payment" that month. Navient reset the borrower's progress towards the "consecutive, on-time principal and interest payments" requirement to zero months.

103. For example, suppose a borrower's monthly amount due is $100. If she paid exactly $100 each month from January through September 2014, Navient would have considered her to have made nine consecutive, on-time payments. Suppose she then submitted a $200 payment in October 2014. Because that $200 payment would have been enough to cover the monthly amount due for both October and November 2014, she would have received a $0 bill for November. Because no payment was required by the $0 bill, she submitted no payment in November. Then, in December 2014, upon receiving the next bill that actually required a payment, she made an on-time monthly payment of $100. Because she did not submit a payment in November 2014, Navient would have reset her progress toward the consecutive, on-time principal and interest payment requirement for cosigner

release. Navient would have treated this borrower as having made zero consecutive payments as of November.

104. This is contrary to Navient's statement to borrowers that they can apply for cosigner release if they make a certain number of "consecutive, on-time principal and interest payments." The requirement is only that the "on-time principal and interest *payments*" must be consecutive – not that the "months" or "billing cycles" in which on-time principal and interest payments are made must be consecutive. The requirement does not even refer to months or billing cycles.

105. When a borrower does not submit a payment in a particular month because he/she has received a $0 bill as a result of a previous multiplier overpayment, and then makes an on-time principal and interest payment the next time he/she receives a bill for more than $0, there is no break in eligible payments that he/she has made towards the on-time principal and interest payment requirement. The borrower in the example above made eleven eligible payments in 2014, and they were consecutive because there was no "on-time principal and interest payment" she failed to make that year. Yet Navient would have reset her count to zero months in November 2014 because her payments were not made in consecutive months.

106. Navient has thus misled borrowers – like Plaintiff and the Navient-Serviced Student Loan Class Members – by stating that they must make twelve "consecutive, on-time principal and interest payments" before applying for cosigner release. The actual requirement that Navient applied is that the borrower must submit a separate on-time payment in each of

twelve consecutive months amounting to at least the regular principal and interest amount, even where the billing statement indicates that no payment is required.

107. Navient failed to disclose this actual requirement. And nothing on Navient's billing statement, its website, or any other consumer-facing document advised borrowers that making no payment in response to a $0 bill could impact their eligibility for cosigner release.

108. By resetting borrowers' progress toward the "consecutive, ontime principal and interest payments" requirement to zero months when they submitted no payment in response to a $0 bill as a result of a previous multiplier overpayment, Navient denied or delayed cosigner release for borrowers who had already satisfied the requirement that Navient had disclosed or had made progress towards doing so, and who had met or would have been able to meet Navient's other requirements for release.

**Navient's Payment Processing Errors**

109. One of Navient's primary responsibilities as a student loan servicer is to process payments made by borrowers and cosigners on their student loan accounts.

110. Navient, however, does not have adequate processes and procedures in place to sufficiently address certain errors it makes in the processing of payments received from borrowers and cosigners or to prevent errors from recurring.

111. A significant number of borrowers and cosigners do not submit payments through Navient's online portal, but instead submit their payments by mailing a check or through an external bill payment system (such as a bill payment service operated by the bank where the borrower has a checking account).

112. Since at least July 2011, many borrowers and cosigners, like Plaintiff and the Navient-Serviced Student Loan Class Members – and primarily those who pay by mailing a check or through an external bill payment system – have complained that Navient misallocated or misapplied submitted payments. (Errors in the allocation of payments relate to how a payment is distributed across multiple loans. Errors in the application of payments relate to how a payment is applied to a specific loan or loans based on the terms of each loan's promissory note; for example, the payment might be applied first to unpaid fees, then to unpaid interest, and then to unpaid principal.)

113. By way of example, in some instances, Navient has misallocated payments intended and/or designated for a specific loan(s) among some or all of a borrower's other loans. Sometimes, the payment was a lump sum payment intended to pay off a specific loan, but Navient allocated the payment to all of the loans in the borrower's account, thereby not paying off the loan that the borrower intended to pay off. In other cases, Navient has disregarded borrower or cosigner instructions about how to divide a payment among loans, or incorrectly allocated payments made by cosigners to all of the loans in the borrower's account instead of only the loans which they cosigned.

114. Each year Navient receives thousands of complaints and inquiries relating to payment misapplication or misallocation that are escalated beyond a first-level customer service representative.

115. One source for payment processing errors appears to be the undisclosed payment allocation methodology used by Navient. Specifically, when a borrower has more than one loan serviced by Navient, Navient generally places that borrower's loans in one or

more billing groups. For borrowers who made a payment that varied from the exact amount owed on the loans in a billing group, Navient has used a default allocation methodology that was not disclosed on any billing statement, promissory note, or printed or online resource available to borrowers.

116. In addition, the default allocation methodology varied based on whether the loan was federal or private, as well as whether the borrowed submitted an underpayment, overpayment, or an overpayment that was a multiple of the borrower's monthly payment amount due.

117. Because Navient did not make its default allocation methodologies clear or publicly available until at least late 2013, prior to that time borrowers and cosigners had no way of knowing in advance how Navient might allocate payments (unless they specifically requested the information and a representative provided accurate information).

118. While a borrower or cosigner could submit written instructions with a paper check as to how a payment should be processed, Navient's mail reading equipment did not always properly detect the presence of such instructions. And even where the instructions were detected and acted upon by a Navient representative, the Navient representative did not always implement the instructions properly.

119. Thus, borrowers who did not use Navient's online portal to submit payments had to call if they discovered, as was sometimes the case, that their payment processing instructions had not been honored or had not been implemented properly.

120. Errors made by Navient in the processing of payments received from borrowers and cosigners have resulted in borrowers and cosigners incurring improper late

fees, increased interest charges, the furnishing of inaccurate negative information to consumer reporting agencies, and the loss of certain benefits.

121. Many borrowers and cosigners have complained that a payment processing error was not an isolated event, but rather that the same payment processing error recurred time and again, even after they contacted Navient to correct the error.

122. While Navient might correct a specific error if a consumer contacts Navient to report it, if the error is not escalated beyond a first-level customer service representative, Navient does not necessarily identify and fix the underlying issue causing the error to prevent it from recurring. As a result, some consumers have suffered the same payment processing error in multiple months.

123. Moreover, Navient does not categorize most non-escalated consumer inquiries about payment processing errors. When borrowers and cosigners with non-escalated consumer inquiries contact Navient about payment processing errors, Navient personnel generally record details about the error in a freeform, narrative style in notes in the consumer's account, but those personnel are unable to use any codes or tags to categorize the inquiry or concern.

124. Navient, thus, is unable to systematically search and/or aggregate these non-escalated inquiries. As a result, Navient has been unable to effectively understand many of the problems that consumers are experiencing with respect to payment processing and take action to prevent these problems from recurring or from impacting the same consumer again and again.

**The Student Loan Resolution Scam/Legal Malpractice by the Attorney and Law Firm Defendants, Kevin Mason, Chantel Grant, Kevin Mason Law, P.A., and GM Law Firm, LLC on Behalf of Plaintiff and the Attorney Law Firm Class Members.**

125. Plaintiff, like the Attorney and Law Firm Class Members represented by this class action lawsuit, has been a victim of (gross) legal malpractice, or fraud and other related bad acts, at the hands of Kevin Mason, Chantel Grant, Kevin Mason, P.A., GM Law Firm, LLC, and other currently unidentified attorneys and business entities under which these attorneys have operated their so-called "private student loan resolution" legal services.

126. The following are some illustrative consumer/client complaints relating to (gross) legal malpractice, or frauds, committed by the Attorney and Law Firm Defendants against Plaintiff and the Attorney and Law Firm Class Members, as relates to the Attorney and Law Firm Defendants' so-called "private student loan resolution" legal services that are at issue in this class action lawsuit (spelling and grammar mistakes remain as found in the original) (CollegeInvestor.com, Forums, (May 4, 2017), http://forums.thecollegeinvestor.com/index.php?topic=367.0)

**Topic: Kevin Mason Law Firm**

a. June 13, 2016 (KCoop156): [redacted]

b. June 13, 2016 (Response from College Investor Administrator): [redacted]

[redacted]

c. July 21, 2016 (Response from College Investor Administrator): [redacted]

[redacted]

[redacted]

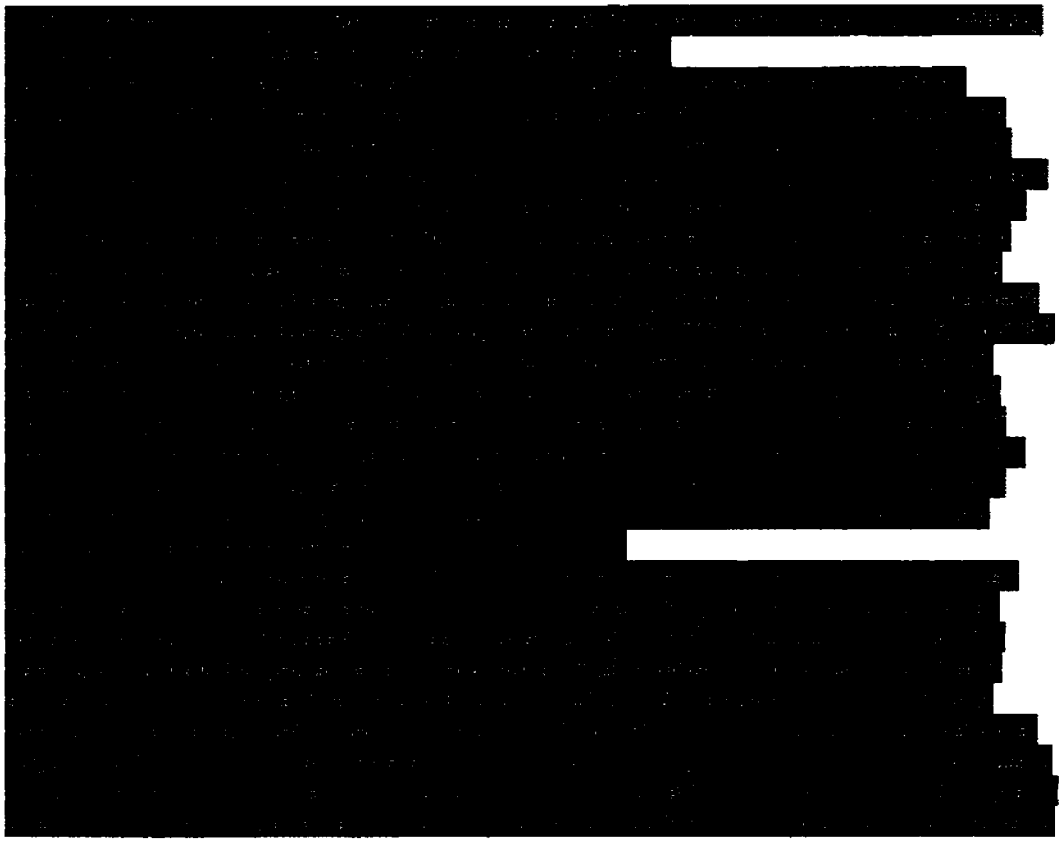
[redacted]

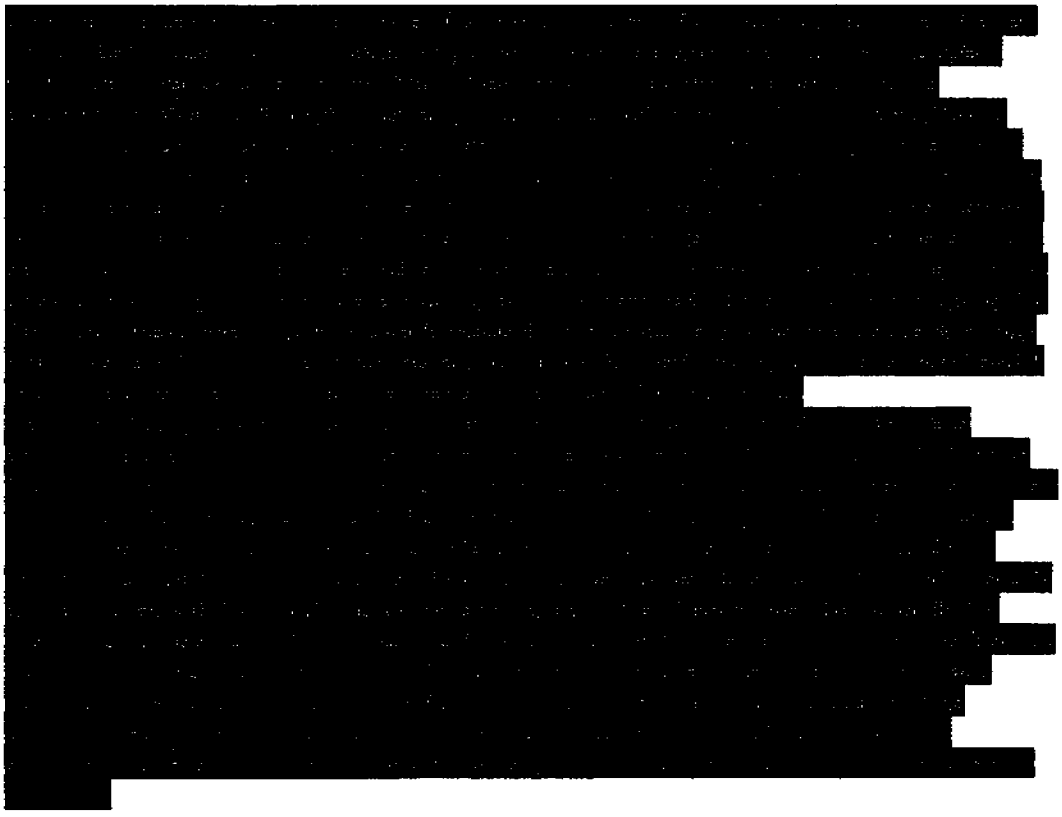
d. July 25, 2016 (Final response from College Investor Administrator) [redacted]

[redacted]

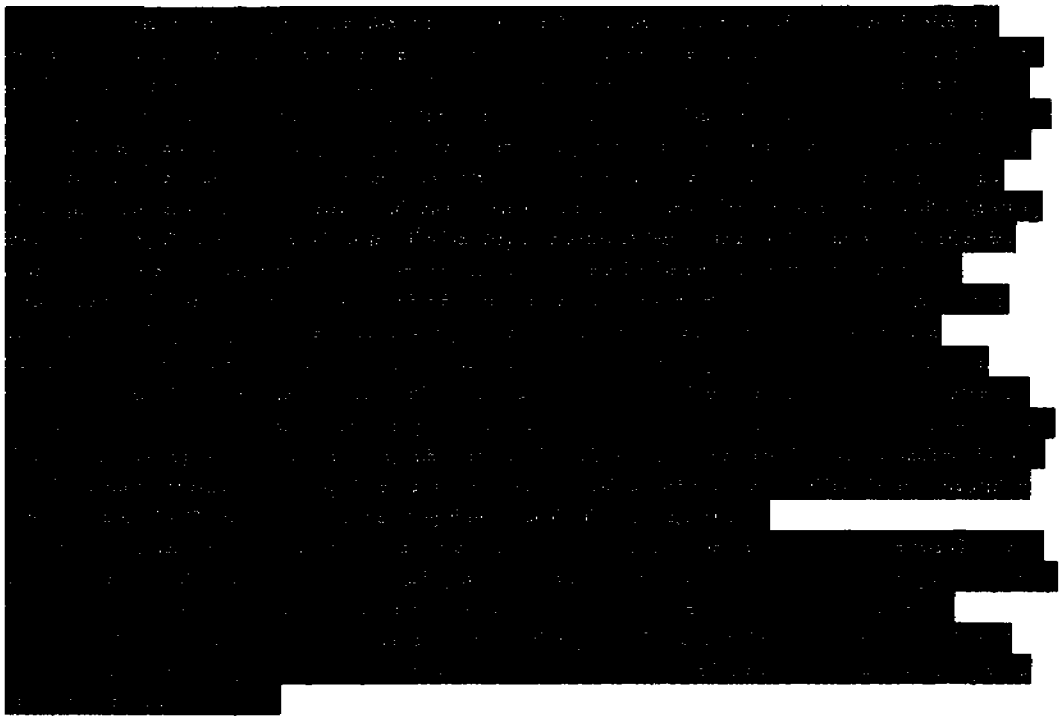
e. August 8, 2016 (Response from G434): [redacted]

f. October 5, 2016 (Response from bgrasso): [redacted]





g. October 10, 2016 (Follow up comment from bgrasso): [redacted]



127. The following are some additional illustrative consumer/client complaints and questions from Reddit.com relating to (gross) legal malpractice, or frauds, committed by the Attorney and Law Firm Defendants against Plaintiff and the Attorney and Law Firm Class Members, as relates to the Attorney and Law Firm Defendants' so-called "private student loan resolution" legal services that are at issue in this class action lawsuit (spelling and grammar mistakes remain as found in the original) (Reddit.com, Forums, (May 4, 2017), https://www.reddit.com/r/personalfinance/comments/3je2to/kevin_mason_law_office_student_loan/

**"Kevin Mason Law Office student loan consolidation/forgiveness a scam?" Reddit Comment Thread:**

a. Submitted '1 Year Ago" by pinion13: I was hoping someone could shed some light on this and I figured this sub might be the place to do it. This law office: www.kevinmasonlaw.com called offering legal assistance with basically taking action against the company servicing my private loans and promising that they could cut the loans in half through a settlement. The part that makes me feel like it is a scam is I would have to then, apparently, pay back the law office because they will "pay off" my loans. This is if I understood correctly. I got all the information from her in an email and told her I couldn't continue talking right now, but would be in touch. This almost sounds like something that could be legit, but who knows. What do you guys think, is this a scam?

b. Response from DebtResThowaway: Here's how it works: Kevin Mason handles unsecured debt and private student loans. He does not deal with federal student loans, mortgages, etc.Kevin Mason charges 50% of the unsecured debt that you want dismissed as a retainer fee. This is of the principal amount, not the total payoff if you kept making payments (which is usually 2-3 times more). He allows you to pay this amount in monthly payments that have no financing or interest attached.
There are two outcomes. He is able to completely dismiss the debt or settle for a fraction of the amount. The dismissals occur when the

creditors have violated the consumers rights (usually either through the a few different acts, FCBA is one of them). If there is more interest I'll dig up the exact ones.

For a private student loan, lets take an extreme just for the sake of discussion. Let's say you see a commercial for a trade school. It advertises that people graduating are earning 50k a year and they have a 98% placement rate of their students. You are excited and decide to enroll. You are young and don't know much about finance. They loan you 60k.

You graduate and can't get a job for a year or two. You take crap jobs in the meantime because you know now with your new skillset it is a matter of time till you are doing what you love. Except you find that job , and it pays 35k a year. You ask around , maybe contact some old school mates, they are all either not in their field of study or earning 30-40k a year.

How can a financial institution think an 18 year old who is going into a field that pays 35k a year is ever going to be able to pay back 60k?(really far more once you compute the terms)? Did the advertisement claiming 98% placement misrepresent the "product" that was financed?

This is an over simplified slam dunk scenario just to give you an idea of the possibilities when using a lawyer who specializes in consumer protection law.

No lawyer can give a guarantee, it would be like you getting arrested for murder and the lawyer telling you he can guarantee you will get off.

One other thing, Kevin Mason is not a bankruptcy lawyer. This isn't because bankruptcy is inherently bad, it's just not what he specializes in. In some cases bankruptcy may be the better option for you.

c. Response from CynFul22: Can you speak to what happens to your credit and your co-signers credit while Mr. Mason is fighting to lower your debt? Also, I received their retainer for half my debt, but what concerns me is that no where in writing does it state that the money I pay into the trust account each month for the length of my dispute will be used to settle the original debt. Does that make sense? So let's say I sign this retainer for nearly $42k, and Mr. Mason is able to get my debt lowered from the current $82k down to $50k. Where does it ever specify that I will not be responsible for the $50k AND NOW on top of that this $42k retainer. Hope that makes sense, any feedback would be appreciated.

d. Response from MyMoronRadarFoundYou: They are only offering settlement services where they offer a settlement, and do not offer any sort of guarantee. In addition they are pushing student loan consolidation and modification as if it is only a service they can do when actually all federally insured student loans offer students an opportunity to apply for these directly with the servicer. In addition he is slyly implying that he can handle the forgiveness of the debt, but that's through bankruptcy, which any BK attorney can do. Federally insured student loans are generally exempt from being discharged in a bankruptcy so that probably won't work

e. Answer to question ("Did you ever move forward with them? I (G_Blaze) just got a call from them today and I kind of got that "scam" feeling.) from pinion13: No I didnt, felt to much like a scam. It felt like they would take over your debt, then try to battle it out in court to try to reduce them, and if they can't lower the debt they would more than likely charge you for their services and now they have your debt, probably at a higher interest rate. Somewhere in their contract I'm sure there is something that will completely screw you over.

128. The following is another illustrative comment post from the Web site, Disqus.com, that shows the legal malpractice, or frauds, that Plaintiff and the Attorney and Law Firm Class Members have suffered at the hands of Kevin Mason, Chantel Grant, Kevin Mason Law, P.A., GM Law Firm, LLC, and currently unidentified attorneys and business entities under which these so-called "private student loan debt resolution" legal services have been marketed, and improperly-solicited, causing great financial and other harms to Plaintiff and the Attorney and Law Firm Class Members:

(Disqus.com, (May 4, 2017), https://disqus.com/home/discussion/getoutofdebtguysite/this_is_how_you_can_settle_your_navient_student_loan/, posted by "Brittany Grasso":

Also wondering what happened during/after your settlement with Kevin Mason? Since Navient offered a 55% settlement and you were only paying 50% to Kevin Mason did you have to pay the remaining 5%? Also, was your credit fixed after the lawsuit?

I was also suckered into using Kevin Mason law to lower the remaining $92k+ on my private Navient loans and now owe $46k+ to Kevin Mason and have been paying them over $700 a month for about a year now.

They never warned me that my pretty great credit score would be completely destroyed as well as my dad's, who was my co-signer. It's really stressing me out and I'm losing a lot of sleep lately. I actually missed a wedding yesterday because I tried renting a car and couldn't because of my now 498 credit score.

They keep telling me it will take up to 3 years for a resolution and there isn't a guarantee my credit will be fixed, 2 things they never mentioned in the beginning and I honestly can't imagine suffering through 2 more years of bad credit and stress like this.

I should've just kept paying Navient the $700+ a month for the next 10 years just for peace of mind I guess. I also just received letters from Navient saying my loans are now in default and will be turned over to a collection agency..did this happen to you as well? I emailed the person I'm set up with at national legal staffing about how they can still have a suit against Navient now that my loans are now in the hands of a collection agency and they haven't gotten back to me yet.

Any advice on what I can do or what my rights are? Please help!

129. **Plaintiff was improperly-solicited, like Attorney and Law Firm Class Members, by the Attorney and Law Firm Defendants and has suffered from the legal malpractice, or frauds, depicted in the above online comments that have been included in this class action lawsuit.**

130. A copy of Plaintiff's Power-of-Attorney Agreement ("POA"), executed by Plaintiff and attorney, Kevin Mason, on behalf of the Attorney and Law Firm Defendants, is attached, and incorporated into, this Complaint as Exhibit "3".

131. This POA, Ex. 3, is an unlawful, unconscionable, and unethical attorney-client contract. Among many other problems (which are simultaneously violation of the applicable Rules of Professional Conduct and ABA Model Rules of Professional Conduct for attorneys), this POA gives complete, final, and absolute settlement authority to Kevin Mason, P.A., and "any of its attorneys."

132. As a matter of fact, the CFPB has released at least two separate Consumer Advisory Notices specifically stating that so-called "student loan debt resolution" programs, of the nature perpetuated by the Attorney and Law Firm Defendants in this matter, are, in a nutshell, scams.

133. The first of these CFPB Consumer Advisory Notices, "Consumer Advisory: You don't have to pay someone to help you with your student loans," July 3, 2013, by Rohit Chopra, is attached, and incorporated into, this Complaint as Exhibit "4".

134. The second of these CFPB Consumer Advisory Notices, "Consumer Advisory: Student debt relief companies may cost you thousands of dollars and drive you further into debt," December 11, 2014, by Rohit Chopra, is attached, and incorporated into, this Complaint as Exhibit "5".

135. Further, the Attorney and Law Firm Defendants have materially misrepresented (either in a grossly-negligent manner or through actual knowledge of the material misrepresentations) the attorney fees that their clients are liable to pay. The 50% of

the principal balance of all student loan fee that the Attorney and Law Firm Defendants is (mis)represented as a ten-year, monthly payment under some sort of global-student-loan-debt-settlement-program, and **not** as an attorneys' fee. This is precisely the misrepresentation that occurred with Plaintiff and the Attorney and Law Firm Class Members.

136. This program of so-called "private student loan debt resolution" legal services perpetuated, and improperly-solicited, by the Attorney and Law Firm Defendants in this matter constitutes the following causes of action, as relates to the Plaintiff and the Attorney and Law Firm Class Members in this Complaint: (1) (gross) legal malpractice; (2) breaches of fiduciary duties; (3) negligent misrepresentation of material facts; (4) intentional misrepresentation of material facts; (5) fraud in the inducement; (6) fraud in the factum; and (7) conversion of the Plaintiff's and the Attorney and Class Members' payments made to these Attorney and Law Firm Defendants.

137. As a sole and proximate result of the above-referenced seven causes of action pleaded against the Attorney and Law Firm Defendants in this Complaint, Plaintiff and the Attorney and Law Firm Class Members have suffered severe financial damages and other injuries to be determined by the jury at trial. The Plaintiff and Class Members further make demand against the Attorney and Law Firm Defendants for a refund of all monies paid to any of these Attorney and Law Firm Defendants (the concealed "legal fees"), punitive damages, attorneys' fees, pre-and-post judgment interest, statutory damages, and all other relief permitted by law and equity.

## CLASS ACTION ALLEGATIONS

138. Plaintiff brings this lawsuit as a class action on behalf of himself, individually, and all others similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

139. The Three Classes (and their Sub-Classes) are defined as:

**Nationwide Class 1:** All individuals in the United States who have suffered from unlawful, fraudulent, or deceptive loan-inducement activities as relates to their private student loans originated, or serviced by, SLM, Inc., d/b/a Sallie Mae ("Sallie Mae") or Navient Solutions, LLC d/b/a the Navient Corporation, or its wholly-owned subsidiary, Navient Solutions, Inc. (the "Navient Defendants"), formerly known as Sallie Mae, Inc., in violation of The Truth in Lending Act (TILA), 15 U.S.C. § 1601, *et. seq.*, as amended, the Consumer Financial Protection Act of 2010, and the violations by the Navient Defendants of any other common law duties.

**Southern United States Sub-Class:** All members of the Nationwide Class 1 who reside in any Southern geographic states of the United States.

**Mississippi Sub-Class:** All members of the Nationwide Class 1 who reside in the State of Mississippi.

**Nationwide Class 2:** All individuals in the United States who have suffered from unlawful collection activities by the Navient Defendants as relates to their Navient-serviced student loans under the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, 5565; the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, Regulation V, 12 C.F.R. part 1022; the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692 *et seq.*; and the Telephone Consumer Protection Act (TCPA), 47 U.S.C. §§ 227 *et seq.*, based upon unlawful acts and practices in connection with Defendants' servicing and collection of student loans

**Southern United States Sub-Class:** All members of the Nationwide Class 2 who reside in any Southern geographic states of the United States.

**Mississippi Sub-Class:** All members of the Nationwide Class 2 who reside in the State of Mississippi.

**Nationwide Class 3:** All individuals in the United States who have suffered financial loss at the hands of Defendants, Kevin Mason, P.A., GM Law Firm, LLC, Kevin P. Mason, esq., individually, or Chantel L. Grant, esq., individually (the "Attorney and Law Firm Defendants"), due to those attorneys', and their law firms': legal malpractice, breach of contract, breach of express and implied warranties, breaches of fiduciary duties, fraud, or conversion of personal property, as relates to these Defendants' improperly-solicited legal services of so-called "private student loan debt resolution."

**Southern United States Sub-Class:** All members of the Nationwide Class 3 who reside in any Southern geographic states of the United States.

**Mississippi Sub-Class:** All members of the Nationwide Class 3 who reside in the State of Mississippi.

140. Excluded from the Classes and Sub-Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions if discovery and further investigation reveal that the Class and Sub-Class should be expanded or otherwise modified.

141. Numerosity: Although the exact number of Class Members for each of these three proposed Classes is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members for each of these three proposed Classes are readily identifiable from information and records in Defendants' possession.

142. Typicality: Plaintiff's claims are typical of the claims of the Class in that Plaintiff, like all Class Members, had students loans that were improperly induced and originated by the Navient Defendants; have had these student loans improperly serviced and collected upon by the Navient Defendants; and the Plaintiff has suffered financial loss due to the legal malpractice, or fraud, committed by the Attorney and Law Firm Defendants named in this lawsuit. The claims of the members of the three proposed classes in this lawsuit are each typical of one another due to the fact that they are common, and similar, losses that have occurred as a result Defendants' various, and consistent, patterns of misconduct. These three proposed classes of claims are typical in that the Plaintiff has incurred, or will incur, similar financial losses to the members of each of the three proposed Classes in this litigation, for the reasons pleaded, above, in this Complaint.

143. Commonality: There are numerous questions of law and fact common to Plaintiff and the Class that predominate over any question affecting only individual Class Members. These common legal and factual issues have been pleaded, above, in this Complaint. They will not, therefore, be repeated in this Paragraph.

144. Adequate Representation: Plaintiff will fairly and adequately protect the interests of the Class Members of each of the three proposed Classes in this Complaint. Plaintiff has retained attorney(s) experienced in the prosecution of class actions, including consumer class actions, and Plaintiff, and his counsel, intend to prosecute this action vigorously, and through trial and appeal(s), if necessary.

145. Predominance and Superiority: Plaintiff and Class Members have all suffered and will continue to suffer harm and damages as a result of Defendants' unlawful and

wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

## FIRST CAUSE OF ACTION
## (Violations of the Consumer Financial Protection Act of 2010 by All Named-Defendants in this Complaint)

146. Plaintiff incorporates by reference the facts pleaded in the preceding paragraphs of this Complaint.

147. Sections 1031 and 1036 of the CFPA prohibit a "covered person" from committing or engaging in any "unfair, deceptive or abusive act or practice" in connection with any transaction with a consumer for a consumer financial product or service, or the offering of a consumer financial product or service. 12 U.S.C. §§ 5531(a), 5536(a)(1)(B). Defendants are "covered person[s]" within the meaning of the CFPA. 12 U.S.C. § 5481(6).

148. Defendants are a "person" as defined by the CFPA.

149. An act or practice is unfair if it causes or is likely to cause substantial injury to consumers, which is not reasonably avoidable by consumers, and such substantial injury is

not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5531(c).

150. An act or practice is deceptive if it misleads or is likely to mislead the consumer; the consumer's interpretation of the act or practice is reasonable under the circumstances; and the misleading act or practice is material.

151. An act or practice is abusive if it, among other things, takes unreasonable advantage of the reasonable reliance by the consumer on a covered person to act in the interests of the consumer. 12 U.S.C. § 5531(d).

152. Defendants' unfair, abusive, and deceptive acts or practices occurred repeatedly in Defendants' trade or business (this is true of all three categories of Defendants in this Complaint), were capable of deceiving a substantial portion of the purchasing public, and imposed serious financial risks upon the public.

153. As pleaded in this Complaint, the Navient Defendants, have violated the CFPA as to Plaintiff and the Navient-Serviced Student Loan Class Members (proposed Nationwide Class 2) in the following specific manners: (1) abusive acts or practices related to "steering" borrowing into forbearance of their Navient-serviced student loans; (2) unfair acts or practices related to "steering" borrowing into forbearance of their Navient-serviced student loans; (3) unfair acts or practices by the Navient Defendants as related to the recertification of their Navient-serviced Student Loans; (4) deceptive acts of practices related to "steering" borrowing into forbearance of their Navient-serviced student loans; (5) deceptive acts or practices related to cosigner-release requirements; and (6) unfair acts or practices related to payment-processing errors.

154. Likewise, as pleaded in this Complaint, the Attorney and Law Firm Defendants have engaged in unfair, deceptive, abusive, and fraudulent practices as relates to the so-called "private student loan resolution" legal (consumer) services provided to Plaintiff and Attorney and Law Firm Class Members. These violations of the CFPA have been detailed, above, in this class action lawsuit.

## SECOND CAUSE OF ACTION
## (Violations of the Telephone Consumer Protection Act by the Navient Defendants)

155. Plaintiff and the Navient-Serviced Student Loan Class Members incorporate, by reference, all of the facts pleaded in the preceding Paragraphs of this Complaint.

156. The Navient Defendants, at all relevant times, were a "covered person" under the TCPA, as amended.

157. The Navient Defendants have committed repeated, systemic, knowing, and malicious violations of the TCPA against both Plaintiff and the Navient-Serviced Student Loan Class Members, as detailed in this Complaint.

158. These knowing and intentional FCPA violations have caused significant harm and emotional distress to Plaintiff and the Navient-Serviced Student Loan Class Members.

159. The Navient Defendants are liable to Plaintiff, and the Navient-Serviced Student Loan Class Members, for statutory damages under the TCPA, punitive damages, economic damages, hedonic damages, attorney's fees, and all costs of litigation.

## THIRD CAUSE OF ACTION
## (Violations of the Truth in Lending Act by the Navient Defendants)

160. Plaintiff and the Inducement/Origination Class Members incorporate, by reference, all of the facts pleaded in the preceding Paragraphs of this Complaint.

161. The Navient Defendants, at all relevant times, were a "covered person" under the TILA, as amended.

162. The Navient Defendants have committed repeated, systemic, knowing, and malicious violations of the TILA against both Plaintiff and the Inducement/Origination Class Members, as detailed in this Complaint.

163. These knowing and intentional TILA violations have caused significant harm and emotional distress to Plaintiff and the Inducement/Origination Class Members.

164. The Navient Defendants are liable to Plaintiff, and the Navient-Serviced Student Loan Class Members, for complete and absolute recession of all promissory notes induced by fraud or misrepresentation, as well as statutory damages under the TILA, punitive damages, economic damages, hedonic damages, attorney's fees, and all costs of litigation.

## FOURTH CAUSE OF ACTION
**(Violations of the Fair Credit Reporting Act by the Navient Defendants)**

165. Plaintiff and the Navient-Serviced Student Loan Class Members incorporate, by reference, all of the facts pleaded in the preceding Paragraphs of this Complaint.

166. The Navient Defendants, at all relevant times, were a "covered person" under the FCRA, and its implanting regulations, as amended.

167. The Navient Defendants, as detailed in this Complaint, have repeatedly and systemically reported (knowingly false) information about Plaintiff and the Navient-Serviced Student Loan Class Members to the major credit reporting bureaus in the United States.

168. The Navient Defendants are liable to Plaintiff, and the Navient-Serviced Student Loan Class Members, for statutory damages under the FCRA, punitive damages, economic damages, hedonic damages, attorney's fees, and all costs of litigation.

169. As a direct and proximate result of the Navient Defendants repeated and knowing violations of the FCRA, as amended, Plaintiff and Class Members suffered, and will continue, to suffer actual damages.

170. Plaintiff and the Class are entitled to equitable relief.

## FIFTH CAUSE OF ACTION
## (Gross Negligence – Legal Malpractice/Negligent Misrepresentation of Material Facts as to the Attorney and Law Firm Defendants)

171. Plaintiff and the Attorney and Law Firm Class Members incorporate, by reference, the facts pleaded in the preceding paragraphs of this Complaint.

172. Attorneys, Kevin Mason and Chantel Grant, and their law firms, Kevin Mason, P.A., and GM Law Firm, LLC, and currently unidentified attorneys and business entities working with these attorney and law firms (John and Jane Does 1-5 and XYZ Business Entities 1-5) have committed breaches of the professional and fiduciary duties that they owed to Plaintiff and the Attorney and Law Firm Class Members, as described in this Complaint.

173. As a result of their reasonable reliance on Attorney and Law Firm Defendnants' grossly-negligent omissions/grossly-negligent legal services, Plaintiff and Attorney and Law Firm Class Members have suffered an ascertainable loss of money, property, and other damages (including damage to their credit reports).

174. Plaintiff and Attorney and Law Firm Class Members demand: all actual damages suffered as a result of the (gross) negligence of these Defendants, a refund of all monies paid to these Defendants, with pre-and-post judgment interest, all attorney's fees, costs of litigation, and punitive damages. These Attorney and Law Firm Defendants are joint-and severally liable – based upon their concerted action and scheme – for all actions of the fellow members of this class of Defendants, as pleaded in this Complaint.

## SIXTH CAUSE OF ACTION
## (Fraud as to All Defendants)

175. Plaintiff and the Class Members incorporate, by reference, the facts pleaded in the preceding paragraphs of this Complaint.

176. The intentional misrepresentations of material facts by the Navient Defendants, as pleaded throughout this Complaint, including in the inducement, origination, servicing, and collection of the Navient Student Loans at issue in this lawsuit, constitute common law fraud perpetuated against Plaintiff, the Inducement/Origination Class Members, and the Navient-Serviced Student Loan Class Members.

177. Further, and similarly, the intentional misrepresentation of material facts related to the so-called "private student loan resolution" legal services allegedly to be provided by attorneys, Kevin Mason and Chantel Grant, and their law firms, Kevin Mason, P.A., and GM Law Firm, LLC, and currently unidentified attorneys and business entities working with these attorney and law firms (John and Jane Does 1-5 and XYZ Business Entities 1-5), constitute separate frauds that have been committed against Plaintiff and the Attorney and Law Firm Class Members, as detailed in this Complaint.

178. The Attorney and Law Firm Defendants have committed knowing and intentional breaches of the professional and fiduciary duties that they owed to Plaintiff and the Attorney and Law Firm Class Members, as described in this Complaint.

179. As a result of their reasonable reliance on Attorney and Law Firm Defendants' fraudulent misrepresentations, detailed in this Complaint, Plaintiff and Attorney and Law Firm Class Members have suffered an ascertainable loss of money, property, and other damages (including damage to their credit reports).

180. As a result of their reasonable reliance on the knowing and material misrepresentations made by the Navient Defendants, as detailed in this Complaint, the Plaintiff, the Inducement/Origination Class Members, and the Navient-Serviced Student Loan Class Members have suffered an ascertainable loss of money, property, and other damages (including damage to their credit reports).

181. Plaintiff, Inducement/Origination Class Members, Navient-Serviced Student Loan Class Members, and Attorney and Law Firm Class Members, as a result of these frauds on the part of all Defendants demand: all actual damages suffered as a result of the fraudulent acts or misrepresentations of the Defendants, a refund of all monies paid to the Defendants, with pre-and-post judgment interest, all attorney's fees, costs of litigation, and punitive damages.

## SEVENTH CAUSE OF ACTION
**(Conversion as to the Attorney and Law Firm Defendants)**

182. Plaintiff and the Attorney and Law Firm Class Members incorporate, by reference, the facts pleaded in the preceding paragraphs of this Complaint.

183. Attorneys, Kevin Mason and Chantel Grant, and their law firms, Kevin Mason, P.A., and GM Law Firm, LLC, and currently unidentified attorneys and business entities working with these attorney and law firms (John and Jane Does 1-5 and XYZ Business Entities 1-5) have committed the tort of conversion as to all payments made to them by the Plaintiff and the Attorney and Law Firm Class Members, as described in this Complaint.

184. The Attorney and Law Firm Defendants have mishandled the payments they have received from their clients, like Plaintiff and the Attorney and Law Firm Class Members, by treating these payments as their own property, when, in fact, these payments were paid, in trust, to the Attorney and Law Firm Defendants for the sole purpose of using these funds to pay these clients' Navient-serviced student loans.

185. As a sole and proximate result of these wrongful acts of conversion of client-money on the part of the Attorney and Law Firm Defendants, Plaintiff and Attorney and Law Firm Class Members have suffered an ascertainable loss of money, property, and other damages (including damage to their credit reports).

186. Plaintiff and Attorney and Law Firm Class Members, as a result of these wrongful acts of conversion on the part of the Attorney and Law Firm Defendants demand: all actual damages suffered as a result of the acts of conversion; a refund of all client-monies converted to by the Attorney and Law Firm Defendants, with pre-and-post judgment interest; all attorney's fees; costs of litigation; and punitive damages.

## RELIEF REQUESTED

187. Plaintiff, on behalf of himself, individually, and all others similarly situated, request the Court to enter judgment against Defendants, as follows:

(a) An order certifying the proposed Classes and Sub-Classes, designating Plaintiff as named representative of the Classes, and designating the undersigned as Class Counsel for each of these Classes and Sub-Classes, as described in this Complaint;

(b) A declaration that Defendants are financially responsible for notifying all Class Members about the violations of law, as detailed in this Complaint;

(c) An order enjoining Defendants from further violations of the statutes and common law duties, the violations of which have been detailed extensively in this Complaint;

(d) A declaration requiring Defendants to comply with the various provisions of the CFPA, the TILA, the TCPA, the FCRA, the FDCPA, as well as all common law and fiduciary duties owed to Plaintiff and the Class Members (as to each Class and Sub-Class described in this Complaint);

(e) An award to Plaintiff and the Classes and Sub-Classes for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;

(f) Any and all remedies provided under the CFPA, the TILA, the TCPA, the FCRA, the FDCPA, as well as all common law and fiduciary duties owed to Plaintiff and the Class Members (as to each Class and Sub-Class described in this Complaint);

(g) A declaration that Defendants must disgorge, for the benefit of the Classes and Sub-Classes, all or part of the ill-gotten profits that they have received from the violations of consumer-protection statutes or the common law and fiduciary duties, as described in this Complaint;

(h) An award of attorneys' fees and costs, as allowed by law;

(i) An award of attorneys' fees and costs pursuant to Mississippi statutory and common law;

(j) An award of pre-judgment and post-judgment interest, as provided by law;

(k) Leave to amend the Complaint to conform to the evidence produced at trial; and

(l) Such other relief as may be appropriate under the circumstances.

## DEMAND FOR JURY TRIAL

188. Pursuant to Federal Rule of Civil Procedure 38(b), and any applicable Local Rules, Plaintiff demands a trial by jury of all issues in this action so triable.

Respectfully,

WILLIAM L. LAMEY, on behalf of himself and all of those similarly situated

By: 
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An Attorney for the Plaintiff

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6-17-15 thru 7-6-15

| NLSS - CALL LOG | CLIENT NAME: | | | |
|---|---|---|---|---|
| | | | Information | |
| Date: | Name of Co. & individual | Time: | Number or email they contacted you from: | Which phone # did they call you on: |
| 6-17-15 | Elaine Wilson Navient | 10:34 A | PCC-eteam@navient.com | William Lamey@gmail.com |
| 6-23-15 | " " " | | " | " |
| 6-24-15 | " " " | | " | " |
| 6-26-15 | Customer Service " | 10:03A | customer service@navien.com | " |
| 7-1-15 | Sam Navient | 5:43 P | 302-261-5532 | 769-226-4199 |
| 7-1-15 | Sam Navient | 8:50 A | 302-261-5532 | 769-226-4199 |
| 7-1-15 | No Answer Navient | | 302-261-5532 | 228-297-8033 |
| 7-2-15 | " " " | | 302-261-5532 | 228-392-2475 |
| 7-3-15 | " " " | | 302-261-5532 | 228-~~297-8033~~ |
| 7-3-15 | " " " | | 302-261-5532 | 228-297-8033 |
| 7-4-15 | " " " | | 302-261-5532 | 228 392-2475 |
| 7-5-15 | " " " | | 302-261-5532 | 228-392-2475 |
| 7-5-15 | " " " | | 302-261-5532 | 228-~~297-8033~~ |
| 7-6-15 | " " " | 8:27 P | 302-261-5532 | 228-297-8033 |
| | | | | |

Mom

PLAINTIFF'S EXHIBIT C-120

| NLSS - CALL LOG | CLIENT NAME: | | | |
|---|---|---|---|---|
| | | | Information | |
| Date: | Name of Co. & individual | Time: | Number or email they contacted you from: | Which phone # did they call you on: |
| 7-8-15 | Navient | 8:39 P | 302-261-5532 | 769-226-4199 |
| 7-11-15 | Navient Donna | 8:30 A | 302-261-5532 | 769-226-4199 |
| 7-9-15 | Navient | 7:46 P | 302-261-5532 | 769-226-4199 |
| 7-10-15 | Navient | 7:51 PM | 302-261-5532 | 769-226-4199 |
| 7-11-15 | Customer Service Navient | 12:58 PM | Customerservice@Navient.com | WilliamLaney@gmail.com |
| 7-12-15 | Navient | 4:03 PM | 302-261-5532 | 769-226-4199 |
| 7-8-15 Mom | Navient | | 302-261-5532 | 228-392-2475 |
| 7-8-15 | Navient | | 302-261-5532 | 228-392-2475 |
| 7-8-15 | Navient | | 302-261-5532 | 228-392-2475 |
| 7-8-15 | Navient | | 302-261-5532 | 228-392-2475 |
| 7-8-15 | Navient | | 302-261-5532 | 228-392-2475 |
| 7-14-15 | Navient Danielle | 11:40 AM | 302-261-5532 | 769-226-4199 |
| 7-15-15 | Navient Rayna | 12 PM | 302-261-5532 | 769-226-4199 |
| 7-16-15 | Navient Rayna | 8:34AM | 765-637-0791 | 769-226-4199 |
| 7-17-15 | Navient Jennifer | 8:44AM | 765-637-0791 | 769-226-4199 |
| 7-18-15 | Navient Jennifer | 8:27AM | 765-637-0791 | 769-226-4199 |

**NLSS CALL LOG** **Client Name: William L. Lamey**

| Date | Name of Compan | Name of Individual | Time | Called From | Called to |
|---|---|---|---|---|---|
| 7/20/2015 | Navient | | 6:13:00 PM | 765-637-0791 | 769-226-4199 |
| 7/21/2015 | Navient | | 2:07:00 PM | 929-22-4593 | 769-226-4199 |
| 7/21/2015 | Navient | | 3:06:00 PM | 765-637-0791 | 769-226-4199 |
| 7/21/2015 | Navient | | 7:44:00 PM | 765-637-0791 | 769-226-4199 |
| 7/22/2015 | Navient | | 1:44:00 PM | 765-637-0791 | 769-226-4199 |
| 7/22/2015 | Navient | | 3:56:00 PM | 765-637-0791 | 769-226-4199 |
| 7/22/2015 | Navient | | 5:58:00 PM | 765-637-0791 | 769-226-4199 |
| 7/22/2015 | Navient | | 7:16:00 PM | 765-637-0791 | 769-226-4199 |
| 7/23/2015 | Navient | Martina | 8:50:00 AM | 765-637-0791 | 769-226-4199 |
| 7/24/2015 | Navient | | 8:28:00 AM | 317-550-5589 | 769-226-4199 |
| 7/24/2015 | Navient | | 3:27:00 PM | 317-550-5589 | 769-226-4199 |
| 7/25/2015 | Navient | | 8:22:00 AM | 317-550-5589 | 769-226-4199 |
| 7/27/2015 | Navient | | 2:36:00 PM | 317-550-5589 | 769-226-4199 |
| 7/27/2015 | Navient | | 4:53:00 PM | 317-550-5589 | 769-226-4199 |
| 7/27/2015 | Navient | | 7:34:00 PM | 317-550-5589 | 769-226-4199 |
| 7/28/2015 | Navient | | 8:36:00 AM | 317-550-5589 | 769-226-4199 |
| 7/28/2015 | Navient | | 3:18:00 PM | 317-550-5589 | 769-226-4199 |
| 7/28/2015 | Navient | | 5:04:00 PM | 240-573-7967 | 769-226-4199 |
| 7/28/2015 | Navient | | 6:31:00 PM | 317-550-5589 | 769-226-4199 |
| 7/28/2015 | Navient | | 8:36:00 PM | 317-550-5589 | 769-226-4199 |
| 7/29/2015 | Navient | | 8:45:00 AM | 317-550-5589 | 769-226-4199 |
| 7/29/2015 | Navient | | 1:30:00 PM | 317-550-5589 | 769-226-4199 |
| 7/29/2015 | Navient | | 4:33:00 PM | 317-550-5589 | 769-226-4199 |
| 7/29/2015 | Navient | | 6:14:00 PM | 302-261-5532 | 769-226-4199 |
| 7/29/2015 | Navient | | 8:32:00 PM | 302-261-5532 | 769-226-4199 |
| 7/30/2015 | Navient | | 7:47:00 PM | 302-261-5532 | 769-226-4199 |
| 8/1/2015 | Navient | | 8:33:00 PM | 317-550-5596 | 769-226-4199 |

| | | | | | |
|---|---|---|---|---|---|
| 8/3/2015 | Navient | | 4:17:00 PM | 317-550-5596 | 769-226-4199 |
| 8/3/2015 | Navient | Jared | 6:52:00 PM | 317-550-5596 | 769-226-4199 |
| 8/4/2015 | Navient | | 3:27:00 PM | 317-550-5596 | 769-226-4199 |
| 8/5/2015 | Navient | Ashanti | 9:00:00 AM | 317-550-5596 | 769-226-4199 |
| 8/6/2015 | Navient | Grace | 3:45:00 PM | 317-550-5596 | 769-226-4199 |
| 8/6/2015 | Navient | Grace | 8:49:00 PM | 317-550-5596 | 769-226-4199 |
| 8/7/2015 | Navient | | 8:34:00 AM | 317-550-5596 | 769-226-4199 |
| 8/7/2015 | Navient | | 3:47:00 PM | 317-550-5596 | 769-226-4199 |
| 8/7/2015 | Navient | | 5:40:00 PM | 317-550-5596 | 769-226-4199 |
| 8/8/2015 | Navient | | 8:32:00 AM | 317-550-5596 | 769-226-4199 |
| 8/10/2015 | Navient | | 1:51:00 PM | 317-550-5596 | 769-226-4199 |
| 8/11/2015 | Navient | | 1:25:00 PM | 317-550-5596 | 769-226-4199 |
| 8/12/2015 | Navient | | 8:43:00 AM | 317-550-5596 | 769-226-4199 |
| 8/12/2015 | Navient | Selena | 1:58:00 PM | 317-550-5596 | 769-226-4199 |
| 8/13/2015 | Navient | | 8:36:00 AM | 317-550-5596 | 769-226-4199 |
| 8/14/2015 | Navient | | 8:20:00 AM | 317-550-5596 | 769-226-4199 |
| 8/15/2015 | Navient | | 8:54:00 AM | 317-550-5596 | 769-226-4199 |
| 8/17/2015 | Navient | | 8:40:00 AM | 317-550-5596 | 769-226-4199 |
| 8/18/2015 | Navient | Ashanti | 8:38:00 AM | 317-550-5596 | 769-226-4199 |
| 8/19/2015 | Navient | | 8:28:00 AM | 317-550-5596 | 769-226-4199 |
| 8/19/2015 | Navient | | 12:51:00 PM | 317-550-5596 | 769-226-4199 |
| 8/19/2015 | Navient | | 2:39 PM | 317-550-5596 | 769-226-4199 |
| 8/19/2015 | Navient | | 7:03 PM | 317-550-5596 | 769-226-4199 |
| 8/20/2015 | Navient | Akiya (?) | 8:39:00 AM | 317-550-5596 | 769-226-4199 |
| 8/21/2015 | Navient | | 8:25:00 AM | 302-261-5793 | 769-226-4199 |
| 8/21/2015 | Navient | | 1:59:00 PM | 302-261-5793 | 769-226-4199 |
| 8/21/2015 | Navient | | 7:50:00 PM | 302-261-5793 | 769-226-4199 |
| 8/24/2025 | Navient | | 8:30:00 AM | 302-261-5793 | 769-226-4199 |
| 8/24/2015 | Navient | | 3:32:00 PM | 302-261-5793 | 769-226-4199 |
| 8/25/2015 | Navient | | 8:37:00 AM | 302-261-5793 | 769-226-4199 |
| 8/25/2015 | Navient | | 1:12:00 PM | 302-261-5793 | 769-226-4199 |
| 8/26/2015 | Navient | | 8:32:00 AM | 302-261-5793 | 769-226-4199 |

| | | | | | |
|---|---|---|---|---|---|
| 8/26/2015 | Navient | | 11:11 AM | 302-261-5793 | 769-226-4199 |
| 8/26/2015 | Navient | | 12:58:00 PM | 302-261-5793 | 769-226-4199 |
| 8/27/2015 | Navient | | 8:26:00 AM | 302-261-5793 | 769-226-4199 |
| 8/27/2015 | Navient | | 2:56:00 PM | 302-261-5793 | 769-226-4199 |
| 8/27/2015 | Navient | | 4:04:00 PM | 302-261-5793 | 769-226-4199 |
| 8/27/2015 | Navient | | 6:04:00 PM | 302-261-5793 | 769-226-4199 |
| 8/28/2015 | Navient | | 8:19:00 AM | 302-261-5793 | 769-226-4199 |
| 8/28/2015 | Navient | jasmine | 10:32:00 AM | 302-261-5793 | 769-226-4199 |
| 8/31/2015 | Navient | | 8:21:00 AM | 302-261-5793 | 769-226-4199 |
| 8/31/2015 | Navient | | 9:35:00 AM | 302-261-5793 | 769-226-4199 |
| 8/31/2015 | Navient | | 11:12:00 AM | 302-261-5793 | 769-226-4199 |
| 9/3/2015 | Navient | | 10:54:00 AM | 317-550-5602 | 769-226-4199 |
| 9/4/2015 | Navient | | 7:36:00 PM | 317-550-5602 | 769-226-4199 |
| 9/8/2015 | Navient | | 2:15:00 PM | 317-550-5602 | 769-226-4199 |
| 9/10/2015 | Navient | | 2:10:00 PM | 317-550-5602 | 769-226-4199 |
| 9/11/2015 | Navient | | 1:12:00 PM | 317-550-5602 | 769-226-4199 |
| 9/12/2015 | Navient | | 9:12:00 AM | 317-550-5602 | 769-226-4199 |
| 9/14/2015 | Navient | | 2:40:00 PM | 765-637-0795 | 769-226-4199 |
| 9/15/2015 | Navient | | 5:21:00 PM | 765-637-0795 | 769-226-4199 |

NAVIENT

P.O. Box 9640
WILKES-BARRE, PA
18773-9640

726-000459-SLMCOLL 071415 1010 37 NexpressD

William Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

## William, we have repayment options if you're having difficulty making payment(s) on your past due loan(s).

We understand that unexpected circumstances can cause financial difficulty. That's why we wanted to let you know that if you're having trouble making your current monthly payment(s), you may be eligible for a repayment program. These programs could lower your payments and make it easier for you to manage your expenses.

Paying your education loan(s) on time is important in order to prevent further delinquency and avoid potential future negative credit bureau reporting.

WE'RE HERE TO HELP.

Call us so we can discuss your account and help you set up payment arrangements.

Sincerely,

Navient Collections

**Account Number**
[redacted]357

**Date**
July 14, 2015

**Call Us**
1-855-277-0990

Monday - Friday,
8 a.m. - 9 p.m. Eastern
Saturday 8 a.m. - 9 p.m. Eastern
Sunday 5 p.m. - midnight Eastern

**Manage your account online**
Navient.com

Remember, the more you can pay each month, the less you'll pay in interest over the life of your loan(s).

PLAINTIFF'S EXHIBIT

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

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payments pursuant to a disputed sum or balance and/or regarding which you demand complete or partial satisfaction for a loan must be sent to: Navient, P.O. Box 3800, Wilkes-Barre, PA 18773-3800, with a description of the alleged dispute and the remedy sought. As provided in the underlying loan note(s), Navient reserves the right to accept the payment and deny the requested relief whether or not it returns or refunds such payments.

NAVIENT
*Recovery Department*

400420-1027–000455
WILLIAM L LAMEY
5428 JAMAICA DR
JACKSON MS 39211-4008

February 24, 2016

**Make us an offer!**

**Call 877-306-1391 by 02/29/16.**

**This is your chance to settle your private student loan(s) on your terms!**

Dear William L Lamey:

Navient Recovery is willing to settle your loan(s) referenced below. Here's your chance to:

- Settle on your terms,
- End collection letters and calls, and
- Prevent your loan from being placed with a collection agency.

**Hurry - this settlement opportunity won't last long!**

Call us to discuss a final payoff amount with one of our account managers. We're willing to discuss any reasonable payment arrangement - including installment payments - so you can be free of this debt.

We will also attempt to contact the cosigner of this loan(s) regarding this Settlement Offer.

Don't delay! Once an arrangement is made and your settlement funds are received, your specified private loan(s) will be considered settled. We'll inform the consumer reporting agencies to update your loan(s) status to "settled in full" once your settlement funds clear.

**Questions?** Please contact us at the number provided above. We're here to help you Monday - Thursday 8 a.m. to 9 p.m., Friday 8 a.m. to 5 p.m., and Saturday 8 a.m. to noon, ET.

Sincerely,

Navient Recovery

NAVIENT

**Account:** [redacted]357
**Loan ID(s):** 0101 0102 0103 0104 0105

(2) REMOVE SIDE EDGES FIRST
INSERT FINGER HERE AND SLIDE ALONG THIS EDGE

1803 Rocky River Road North
Monroe, NC 28110

PRESORTED
First-Class Mail
U.S. Postage Paid
STANDARD
REGISTER

400420-1027
WILLIAM L LAMEY
5428 JAMAICA DR
JACKSON MS 39211-4008

9659999317 57 ANS-NP1 99211

4218/000004173/17

| | |
|---|---|
| Statement Date: | 05/23/16 |
| ID Number: | 8705345 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0101 |
| Total Current Balance: | $5,440.85 |

Asset Recovery Solutions, LLC

877-721-9336

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from current creditor.

Sincerely,

Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

**Asset Recovery Solutions, LLC Contacts**

**Hours of Operation:**
Monday- Thursday 8 AM- 9 PM CT
Friday: 8 am – 5 pm CT
Saturday: 8 AM-12 CT

**Send Mail To:**
Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

VISA ☐ VISA  ☐ MasterCard

CARD NUMBER

SIGNATURE | EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705345 | $5,440.85 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0101 | NAVIENT |

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

4219/000004174/17

| | |
|---|---|
| Statement Date: | 05/23/16 |
| ID Number: | 8705346 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0102 |
| Total Current Balance: | $1,950.74 |

Asset Recovery Solutions, LLC

877-721-9336

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

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Sincerely,

Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

**Asset Recovery Solutions, LLC Contacts**

**Hours of Operation:**
Monday- Thursday 8 AM- 9 PM CT
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Saturday: 8 AM-12 CT

**Send Mail To:**
Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

| IF PAYING BY CREDIT CARD, FILL OUT BELOW. | | |
|---|---|---|
| VISA ☐ VISA ☐ MasterCard | | |
| CARD NUMBER | | |
| SIGNATURE | | EXP DATE |
| ID NUMBER<br>8705346 | PAY THIS AMOUNT<br>$1,950.74 | AMOUNT PAID<br>$ |
| ACCOUNT NUMBER<br>XXXXXXXXXXXX0102 | CURRENT CREDITOR<br>NAVIENT | |

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

Please send payments and correspondence to:

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

4220/000004175/17

| | |
|---|---|
| Statement Date: | 05/23/16 |
| ID Number: | 8705347 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0103 |
| Total Current Balance: | $9,646.00 |

Asset Recovery SOLUTIONS, LLC

877-721-9336

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

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Sincerely,

Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

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Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

VISA ☐ VISA ☐ MasterCard

CARD NUMBER

SIGNATURE | EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705347 | $9,646.00 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0103 | NAVIENT |

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501



69407-H09822

4221/000004176/17

| | |
|---|---|
| Statement Date: | 05/23/16 |
| ID Number: | 8705348 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0104 |
| Total Current Balance: | $10,276.13 |

Asset Recovery SOLUTIONS, LLC

877-721-9336

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from current creditor.

Sincerely,

Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

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Des Plaines, IL 60018-4501

**Find us Online at:**
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Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

VISA ☐ VISA  ☐ MasterCard

CARD NUMBER

SIGNATURE | EXP. DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705348 | $10,276.13 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0104 | NAVIENT |

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

1
69407440983O

| | |
|---|---|
| Statement Date: | 05/23/16 |
| ID Number: | 8705349 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0105 |
| Total Current Balance: | $18,534.04 |

4222/000004177/17

Asset Recovery Solutions, LLC

877-721-9336

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from current creditor.

Sincerely,

Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

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Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**IF PAYING BY CREDIT CARD, FILL OUT BELOW.**

VISA ☐ VISA ☐ MasterCard

| | | |
|---|---|---|
| CARD NUMBER | | |
| SIGNATURE | | EXP. DATE |
| ID NUMBER<br>8705349 | PAY THIS AMOUNT<br>$18,534.04 | AMOUNT PAID<br>$ |
| ACCOUNT NUMBER<br>XXXXXXXXXXXX0105 | CURRENT CREDITOR<br>NAVIENT | |

**Please send payments and correspondence to:**

William L Lamey
5428 Jamaica Dr
Jackson, MS 39211-4008

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

69407440988

976/0000000976/7

| | |
|---|---|
| Statement Date: | 05/25/16 |
| ID Number: | 8705345 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0101 |
| Total Current Balance: | $5,441.85 |

Asset Recovery SOLUTIONS, LLC

877-721-9336

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from current creditor.

Sincerely,
Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

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Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**IF PAYING BY CREDIT CARD, FILL OUT BELOW.**

VISA ☐ VISA ☐ MasterCard

CARD NUMBER

SIGNATURE | EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705345 | $5,441.85 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0101 | NAVIENT |

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532-5156

10159

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

11
694074461104

977/0000009777

| | |
|---|---|
| Statement Date: | 05/25/16 |
| ID Number: | 8705346 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0102 |
| Total Current Balance: | $4,951.90 |

Asset Recovery SOLUTIONS, LLC

877-721-9336

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from current creditor.

Sincerely,
Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

**Asset Recovery Solutions, LLC Contacts**

**Hours of Operation:**
Monday- Thursday 8 AM- 9 PM CT
Friday: 8 am – 5 pm CT
Saturday: 8 AM-12 CT

**Send Mail To:**
Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

VISA ☐ VISA ☐ MasterCard

CARD NUMBER

SIGNATURE EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705346 | $4,951.90 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0102 | NAVIENT |

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Please send payments and correspondence to:

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532-5156

10160

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694074461112

978/0000009787

| | |
|---|---|
| Statement Date: | 05/25/16 |
| ID Number: | 8705347 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0103 |
| Total Current Balance: | $9,648.74 |

Asset Recovery SOLUTIONS, LLC

877-721-9336

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532

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Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**IF PAYING BY CREDIT CARD, FILL OUT BELOW.**

VISA ☐ MasterCard ☐

CARD NUMBER

SIGNATURE | EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705347 | $9,648.74 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0103 | NAVIENT |

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532-5156

10161

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

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694074461120

979/0000009797

| | |
|---|---|
| Statement Date: | 05/25/16 |
| ID Number: | 8705348 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0104 |
| Total Current Balance: | $10,279.05 |

Asset Recovery Solutions, LLC

877-721-9336

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

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Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**IF PAYING BY CREDIT CARD, FILL OUT BELOW.**

VISA ☐ VISA ☐ MasterCard

CARD NUMBER

SIGNATURE | EXP DATE

| ID NUMBER | PAY THIS AMOUNT | AMOUNT PAID |
|---|---|---|
| 8705348 | $10,279.05 | $ |

| ACCOUNT NUMBER | CURRENT CREDITOR |
|---|---|
| XXXXXXXXXXXX0104 | NAVIENT |

**Please send payments and correspondence to:**

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532-5156

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| | |
|---|---|
| Statement Date: | 05/25/16 |
| ID Number: | 8705349 |
| Original Creditor: | NAVIENT CREDIT FINANCE CORP |
| Current Creditor: | NAVIENT |
| Account Number: | XXXXXXXXXXXX0105 |
| Total Current Balance: | $18,539.54 |

Asset Recovery Solutions, LLC

877-721-9336

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532

Your past due account(s) have been referred to our agency for collection. If you wish to resolve your obligation, call us toll free at 877-721-9336. All payments must come to our office to ensure proper credit to your account.

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Asset Recovery Solutions, LLC
877-721-9336, Ext. 260

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**Send Mail To:**
Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

**Find us Online at:**
www.assetrecoverysolutions.com

Detach and Return with Payment

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

| IF PAYING BY CREDIT CARD, FILL OUT BELOW. | | |
|---|---|---|
| VISA ☐ VISA | ☐ MasterCard | |
| CARD NUMBER | | |
| SIGNATURE | | EXP DATE |
| ID NUMBER 8705349 | PAY THIS AMOUNT $18,539.54 | AMOUNT PAID $ |
| ACCOUNT NUMBER XXXXXXXXXXXX0105 | CURRENT CREDITOR NAVIENT | |

Please send payments and correspondence to:

Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Margaret A Lamey
15321 Yuma Ave
Biloxi, MS 39532-5156

10163

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694074461146


2200 E Devon Avenue, Suite 200
Des Plaines, IL 60018

ID# 8705345

6/21/2016

WILLIAM L LAMEY
5428 JAMAICA DR
JACKSON MS 39211

DEAR WILLIAM L LAMEY,

Per your request, please find the enclosed documentation.

Please contact your account representative at 1-877-598-7598 X 256 with questions you may have related to this account.

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

Sincerely,

Customer Solutions Team
877-598-7598 X 256

# Student EXCEL Loan Application 2002-2003

## Student applicant information

Lamey | William | L | — | [redacted]
Last name | First name | MI | Suffix (Jr., II, III) | Social Security number

IMPORTANT: U.S. citizen? ☑ yes ☐ no *(If no, see page 1, citizenship eligibility.)*

1409 25th St. | — | Gulfport | MS | 39501
Permanent street address | Apt | City | State | Zip code

228 | 822 | 0253 | 4 | 7 | 83 | Lamey WL@Millsaps.edu
Permanent telephone number | Date of birth | E-mail address

Same | Same
Current street address *if different from permanent address* | Apt | City | State | Zip code

Same
Current telephone number

## College information

Millsaps College | Jackson | MS
College name | College city | State

*For the academic period from* 8 02 *to* 5 03 | 5 05 | Year in college ☐1 ☑2 ☐3 ☐4 ☐5+
Month Year | Month Year | Month Year Anticipated grad date

Total student loan debt *(Do not include amount requested on this application.)* | $ 11,949.00 | $ — | $ —
Federal | Private | Other

## Loan request information

$ 4,700.00
Loan amount requested

*Amount may be from $500 up to the certified cost of attendance less other financial aid received.*
If any applicant changes the loan amount, all applicants must initial this field.

## Loan options

Repayment options *check one* ☐ Pay principal and interest while in school ☐ Pay only interest while in school ☑ Defer both principal and interest while in school

*If you do not make a choice, you will defer both principal and interest while in school.*

Interest rate options *check one* ☑ Monthly Variable ☐ Annual Variable

*If you do not make a choice, you will pay the Monthly Variable rate.*

## Reference information

Reference cannot be the co-applicant or live with either the student or any co-applicant.

Stickney Jr. | Kenneth | J | 303.442.8049
Last name | First name | MI | Permanent telephone number

1625 Linden Avenue | Boulder | CO | 80304
Permanent street address | Apt | City | State | Zip code

RECEIVED
MAY 07 2002
NELLIE MAE

Please turn page to complete application and sign →

Mail to: Nellie Mae, Private Loan Processing, 50 Braintree Hill Park, Suite 300, Braintree, MA 02184

Student EXCEL Loan 2002-2003

**Co-applicant information** this section blank. If adding a second co-applicant, duplicate the co-applicant information fields below on a separate page and attach.

Lamey | Margaret | A | [redacted]
Last name | First name | MI | Suffix (Jr., II, III) | Social Security number

IMPORTANT: U.S. citizen? ☑ yes ☐ no *(If no, see page 1, citizenship eligibility.)*

1409 25th St. | Gulfport | MS 39501
Street address | Apt | City | State | Zip code

How long at current address? 5 Years 0 Months

228 822 0253 | 2 2 53 | Mother | MLamey2253@aol.com
Home telephone | Date of birth | Relationship to student | E-mail address

Gulfport School District | Teacher | 13 Years 0 Months | 228.897.6046 | $40,000 apox.
Name of employer | Occupation | at present employer | Work telephone | Gross annual salary *(Documentation required, see page 2.)*

How often paid? ☐ weekly ☑ bi-weekly pt time ☐ twice monthly ☑ monthly full time

$ -0- | Additional income | Source of additional income

*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have them considered as a basis for repaying this loan.*

Monthly payments

$ | $265.00 Harrison Co. Habitat for Humanity
Rent or Mortgage | Name of mortgage holder | Home equity loan | Name of holder

## Notice to all co-signers

You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

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

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

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

## Signatures

By signing below, I (we) acknowledge that:

- ✔ I have read this Application and the Promissory Note carefully, including the disclosure in this Application entitled "Repayment and APR examples."
- ✔ Jointly and severally with the other signers below, I agree to pay the holder of my loan the principal amount I borrowed (including the guarantee fee) in accordance with the terms and conditions of the Application and the Promissory Note.
- ✔ I agree to pay interest on my loan from the date funds are disbursed in accordance with the terms and conditions of the Application and Promissory Note.
- ✔ I agree that the information provided by the signers is true and correct to the best of my knowledge.
- ✔ I authorize Nellie Mae and its agents to gather credit reports about me from time to time in connection with this Application and my loan.
- ✔ I agree to the terms and conditions of this Application, which together with the Promissory Note and any addendum, are the entire agreement between me and the Lender.
- ✔ I have read and understand the Notice to all co-signers.
- ✔ This Application and Promissory Note are a contract under seal.

William L. Lamey | William L. Lamey | 8-20-02
Student applicant signature | Please print full name | Date

Margaret A. Lamey | Margaret A. Lamey | 8-20-02
Co-applicant signature | Please print full name | Date

Co-applicant 2 signature | Please print full name | Date

*If there is a second co-applicant be sure to include requested information.*

Lender use only

WEB
Source code | School code | Pre-approval code | Originating lender

Student EXCEL Loan 2002-2003

# LIMITED POWER OF ATTORNEY

To: All Creditors/Creditors' Representatives/Collection Agencies.

I hereby duly authorize, empower and appoint the **Kevin Mason P.A.**, including any of its attorneys, debt settlement negotiation staff and other parties it may designate as my Attorney-in-Fact, to communicate with any of my Creditors, Creditors' Representatives and/or Collection Agencies and obtain any requested information regarding any accounts or debts I may owe, including but not limited to a complete accounting of my account, payment history, credit rating, verification of the account and any other information necessary to make satisfactory arrangements for the settlement and/or litigation of such accounts or debts. Also to make good faith settlement offers on my behalf to settle such accounts or debts.

This Limited Power of Attorney shall remain in force until or unless modified or rescinded in writing.

Name: William Lamey

SS#: [redacted]

DOB: 4-7-1983

Address: 5428 Jamaica Drive Jackson MS 39211

Client's Signature: William Lamey Date: 10-27-15

Subscribed and affirmed before me in the county of Hinds, State of Mississippi, this 27th day of October, 2015

(Notary's official signature)

May 23, 2019
(Commission Expiration)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 85517 PETER PATTERSON Notary Commission Expires May 23, 2019 HINDS COUNTY

Consumer Financial Protection Bureau

# Consumer advisory: You don't have to pay someone to help with your student loan

By Rohit Chopra – JUL 03, 2013

You told us about a number of debt relief companies that promise thousands of dollars in savings on borrowers' student debt – an offer that may seem too good to be true. Borrowers sometimes think that the quickest way to deal with their student loan debt is to pay someone to contact their creditor. When it comes to federal student loans, this probably isn't the best choice.

Here's why:

- Enrollment in alternative repayment programs, like Income-Based Repayment (IBR), is available at no cost to federal student loan borrowers.
- Debt relief companies do not have the ability to negotiate with your creditors in order to obtain a "special deal" under these federal student loan programs. Payment levels under IBR and other federal income-driven repayment plans are set by federal law.
- Any claims by debt relief companies to the contrary may be misleading and potentially a violation of law.

If you have questions about repaying student loans, check out our repayment tool Repay Student Debt to find out how you can tackle your debt – even if you're in default. You can learn about your options, and what you might want to specifically ask for when speaking with the company attempting to collect from you. Another great resource to visit is Ask CFPB for answers on many more of your student loan questions.

Even if you've fallen behind, you may have options. There are even federal student loan repayment programs that can help remove the default status from your credit report. Be sure to learn about what's available through our tools before paying hefty fees for something you can get for free.

Still need help resolving a student loan issue? File a complaint.

*Rohit Chopra is the CFPB's Student Loan Ombudsman. To learn more about the CFPB's work for students and young Americans, visit www.consumerfinance.gov/students.*

Topics:

- STUDENT LOANS

Join the conversation. Follow CFPB on Twitter and Facebook.

**FURTHER READING**

Blog

Understanding Consumer Experiences: Insights from CFPB's 2016 Consumer Response Annual Report
APR 03, 2017

Consumer Advisory: Bad information about your college enrollment status can cost you
FEB 27, 2017

# Consumer Advisory: Student loan debt relief companies may cost you thousands of dollars and drive you further into debt

By Rohit Chopra – DEC 11, 2014

Today we took action to put an end to two student loan debt relief scams that illegally tricked borrowers into paying upfront fees for feceral loan benefits. In a joint filing with Florida's Attorney General, we shut down student loan debt relief company College Education Services and, separately, we filed a lawsuit against Student Loan Processing.US for running illegal debt relief services. We allege that both companies exploited vulnerable student loan borrowers, made false promises about their debt relief services, and charged illegal upfront fees.

We are warning all student loan borrowers who have trouble managing their student debt to watch out for scams run by companies promising "student debt relief." These companies prey on distressed borrowers who run into trouble and struggle to figure out what comes next. In some cases, borrowers do not think their student loan servicers can help them and seek help from a third party. Others are lured in by aggressive marketing practices that target the most vulnerable student loan borrowers.

In many cases, these companies promise thousands of dollars in savings on your student debt by falsely claiming special expertise or a relationship with the Department of Education, only to enroll you in a payment plan that's available for free for all borrowers with federal student loans – all at a cost of hundreds of dollars or more. In other cases, these companies fail to deliver on their promises, leaving you with more debt and less time to avoid financial distress or default.

Last year, we warned you that you can't have to pay someone to help with your student loan. You should also be aware of these warning signs to help you avoid student loan debt relief scams and information on getting help if you are a victim of this scam.

## Warning signs that a student loan debt relief company may be trying to rip you off:

**Pressure to pay high up-front fees.** It can be a sign of a scam when a debt relief company requires you to pay a fee up-front or tries to make you sign a contract on the spot. These companies may even make you give your credit card number online or over the phone before they explain how they'll help you. Avoid companies that require payment before they actually do anything, especially if they try to get your credit card number or bank account information. Not only is free assistance available through your student loan servicer, many times taking payment for debt relief services before providing help is illegal.

**Promises of immediate loan forgiveness or debt cancellation.** Debt relief companies do not have the ability to negotiate with your creditors for a "special deal" under these federal student loan programs. Payment levels under income driven payment plans are set by federal law and, for most borrowers, loan forgiveness is only available through programs that require many years of qualifying payments.

**Demands that you sign a "third party authorization."** You should be wary if a company asks you to sign a "third party authorization" or a "power of attorney." These are written agreements giving them legal permission to talk directly to your student loan servicer and make decisions on your behalf. In some cases, they may ever step in and ask you to pay them directly, promising to pay your servicer each month when your bill comes due.


**Requests for your Federal Student Aid PIN.** Be cautious about companies that ask for your Federal Student Aid PIN. Your PIN – the unique ID issued by the U.S. Department of

Education to allow access to information about your federal student loans – is the equivalent of your signature on any documents related to your student loan. If you give that number away, you are giving a company the power to perform actions on your student loan on your behalf. Honest companies will work with you to come up with a plan and will never use your PIN to access your student loan information.

## How to get help

Submit a complaint online or call us at (855) 411-2372 if you have been the victim of a student loan debt relief scam or if you are getting runaround from your student loan servicer. You should also instruct your student loan servicer that they should only provide information about your student loan directly to you.

If you have questions about repaying student loans, check out Repay Student Debt to find out how you can tackle your debt - even if you're in default. You can learn about your options, and what you might want to specifically ask for when speaking with the company attempting to collect from you. Another great resource to visit is Ask CFPB for answers on many more of your student loan questions.

## Even if you've fallen behind, you may have options

There are federal student loan repayment programs that can help remove the default status from your credit report. Be sure to learn about what's available through our tools before paying hefty fees for something that likely won't live up to your expectations or that you can get for free.

*Rohit Chopra is the CFPB's Student Loan Ombudsman. To learn more about our work for students and young Americans, visit consumerfinance.gov/students.*

Topics:

- COMPLAINTS
- SCAMS
- STUDENTS
- STUDENT LOANS
- ONLINE RESOURCES
- ENFORCEMENT
- CONSUMER ADVISORY

Join the conversation. Follow CFPB on Twitter and Facebook.

FURTHER READING

### Blog

Understanding Consumer Experiences: Insights from CFPB's 2016 Consumer Response Annual Report

APR 03, 2017

Consumer Advisory: Bad information about your college enrollment status can cost you

3:17cv341 DPJ-FKB

JS 44 (Rev. 08/16)

# CIVIL COVER SHEET

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

## I. (a) PLAINTIFFS

William L. Lamey, individually, and on behalf of all of those similarly-situated

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

SOUTHERN DISTRICT OF MISSISSIPPI FILED MAY -5 2017 ARTHUR JOHNSTON BY DEPUTY

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
The Law Office of Macy D. Hanson, PLLC
102 First Choice Drive
Madison, MS 39110 601-853-9521 macy@macyhanson.com

## DEFENDANTS

Navient Solutions, LLC, f/k/a Navient Corporation, f/k/a Navient Solutions, Inc., f/k/a Sallie Mae, f/k/a SLM, Inc.

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

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

Attorneys *(If Known)*

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

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

## III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
*(For Diversity Cases Only)*

| | PTF | DEF | | PTF | DEF |
|---|---|---|---|---|---|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated *or* Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated *and* Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: Nature of Suit Code Descriptions.

**CONTRACT**
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

**TORTS**

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

**REAL PROPERTY**
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

**CIVIL RIGHTS**
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

**PRISONER PETITIONS**

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

**FORFEITURE/PENALTY**
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

**LABOR**
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

**IMMIGRATION**
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

**BANKRUPTCY**
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

**PROPERTY RIGHTS**
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

**SOCIAL SECURITY**
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

**FEDERAL TAX SUITS**
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - Third Party 26 USC 7609

**OTHER STATUTES**
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

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

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Consumer Financial Protection Act of 2010; the FDCPA; the FCRA; the TILA; the TCPA

Brief description of cause:
Student Loan Consumer Fraud Class Action Brought Under the Above Federal Statutes and Common Law.

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $ 35,000,000.00

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

## VIII. RELATED CASE(S) IF ANY

*(See instructions)*

JUDGE Larry J. McKinney (So. Dist. of Indiana) DOCKET NUMBER 1:15-cv-0716-LJM-MJD

DATE 05/05/2017

SIGNATURE OF ATTORNEY OF RECORD Macy Hanson

FOR OFFICE USE ONLY

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

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