

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

MICHAEL T. SKERJANCE
On Behalf of Himself
and All Others Similarly Situated,

Plaintiff

PROPOSED CLASS ACTION

Case No.
Hon.
Magistrate Judge:

v.

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

Defendant.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, **MICHAEL T. SKERJANCE** (Hereinafter termed “Plaintiff” or “SKERJANCE”), on behalf of themselves and all others similarly situated, and by way of this Class Action Complaint against Defendant **ENERSON LAW, LLC** (“Enerson”) and **CACH, LLC** (“CACH”) and state:

I. PRELIMINARY STATEMENT

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

2. Defendants are filing debt collection lawsuits and threatening Michigan residents with lawsuits and threats of lawsuits throughout Michigan based upon SallieMae debt they don’t

own, have not been assigned, are not in the chain of title to prove ownership or have standing to sue upon. Defendants own lawsuits don't allege ownership or transfer of ownership to them. See

Exhibit 1.

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

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

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

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

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

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

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

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

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

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

collectors, banks, and a range of other creditors.

II. PARTIES

12. Plaintiff Skerjance is a natural person and consumer and resided in the City of Royal Oak, County of Oakland, and State of Michigan.

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

What is Enerson Law?

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

Please see Exhibit 4

14. CACH is a debt collector and debt buyer located in an address of 4340 S. Monaco, 2nd FL, City of Denver, State of Colorado, and is a debt collector that purports to purchase default student loan debt prior to having Enerson Law prosecute lawsuits based upon the student loan debt similar to the Sallie Mae debt at **Exhibit 3**. The Enerson Law website identifies who CACH is:

What is CACH or CACV of Colorado

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

Please see Exhibit 4

III. JURISDICTION & VENUE

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

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

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

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

IV. FACTS CONCERNING PLAINTIFF

18. Plaintiff allegedly incurred a financial obligation to SallieMae based upon a promissory note that was unsigned by Mr. Skerjance on June 26, 2006. **Please see Exhibit 3.**

19. Plaintiff did not owe the debt or sign up for the obligation. At some point after Plaintiff's alleged default, Plaintiff received letters from CACH through attorney law offices.

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

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

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

23. Plaintiff is, at all times relevant to this complaint, a "consumer" or "debtor" as that

term is defined by MCL 445.251(d).

24. The Application for the promissory notes at **Exhibit 3** both stated that the loan was from the creditor, SallieMae:

Signature Student Loan®		SallieMae		Academic Year 2006-2007	
Application and Promissory Note		Education Trust			
For Loan Applications Received by May 31, 2007		XS		9009050000	
Section A: Borrower Information Please read instructions before completing this section.					
Social Security Number		Last Name and Suffix		First Name	
		skerjance		michael	
Permanent Address (No P.O. Boxes)		City		MI	
11200 Gainesville, Florida				t	

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

I hereby certify that the Borrower is eligible for a Signature Student Loan; that the Total Certified Amount does not exceed the student's cost of attendance minus other financial aid; that the School will, at the request of the lender, provide the lender with subsequent information regarding the Borrower's whereabouts; that this School will comply with all applicable loan policies and provisions; and that information provided in Sections A and B is true, complete and correct to the best of my knowledge and belief.		
Authorized school official	Print or type Name and title:	Phone
Sign and date:		
ONWLD_SWIS	Return Application To: Sallie Mae - PO Box 147023 - Gainesville, FL 32614-7023 (Copyright © Sallie Mae 2000-06)	App Code: LKSP0601 From Note Code: LKSP0601

Please see Exhibit 3.

26. At the time of the creation of the Obligations listed at **Exhibit 3**, SallieMae was known by the name SLM Corporation and Sallie Mae Bank. Here, it appears to be Sallie Mae Education Trust.

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

**EXHIBIT B
BILL OF SALE AND ASSIGNMENT**

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

Please see **Exhibit 2** representing the “Sale” of the promissory note of **Exhibit 3** to CACH, LLC although there is never an assignment from the original creditor to SLM.

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

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

30. Defendants are suing Michigan residents for defaulted student loan debt without ownership of the debt or standing to sue upon the debt in Michigan court rooms through examples of lawsuits at **Exhibit 1 based on Exhibit 3 supported by Exhibit 2.**

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

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

33. Even the form or template complaint Defendants rely upon to sue Michigan residents (**Exhibit 1**) does not allege it has the right to sue upon the debt, owns the debt or has been assigned the debt:

COMPLAINT

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

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

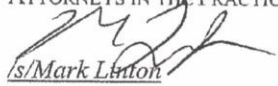
BREACH OF CONTRACT

3. Defendant(s) entered into a contractual loan agreement with Plaintiff or Plaintiff's assignor to borrow money in accordance with the terms and conditions of the agreement attached, See Exhibit A.
4. Per the terms and conditions of the agreement, Defendant(s) was to repay the principal amount financed, plus applicable interest and late fees, as provided for in the fee schedule.
5. However, Defendant(s) defaulted under the terms and conditions of the agreement by failing to make the requisite payments.
6. As a result of the failure to pay, the amount currently due and owed to Plaintiff is \$15398.52.

WHEREFORE, Plaintiff, CACH, LLC, respectfully requests that this Honorable Court enter Judgment in its favor against Defendant(s), MICHAEL T SKERJANCE in the amount of \$15,398.52 and costs and a statutory attorney fee/other sundry fee.

Dated: 9-12-16

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

By: 
/s/Mark Linton
 Mark Linton, Of Counsel #P66503
 Dustin A. McMahon, Of Counsel #P80217
 David Canine, Of Counsel #P61828
 30150 Telegraph, Suite 444
 Bingham Farms, MI 48334
 Attorney Direct Phone No. (262) 796-5664

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

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

there is no assignment or transfer from the Original Creditor.

V. CLASS ALLEGATIONS

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

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

38. With respect to the First Plaintiff Class, this claim is brought on behalf of a class of (a) all persons with addresses in the State of Michigan; (b) to whom Defendants sent a written communication or lawsuit materially like the form attached as **Exhibit 1 based upon Exhibit 3 using Exhibit 2**; (c) in an attempt to collect student loan debt on behalf of CACH that CACH claims to have purchased from SLM Education Credit Finance Corporation even though the corporation SLM Education Credit Finance Corporation does not exist in the chain of title ownership or assignment chain with the Original Creditor, SallieMae; (d) during the period beginning one year prior to the filing of this action and ending 21 days after the filing of this action.

39. With respect to the Second Plaintiff Class, this claim is brought on behalf of a class of (a) all persons with addresses in the State of Michigan; (b) to whom Defendants sent a written communication or lawsuit materially like the form attached as **Exhibit 1 based upon Exhibit 3 using Exhibit 2**; (c) in an attempt to collect student loan debt on behalf of CACH that CACH claims to have purchased from SLM Education Credit Finance Corporation even though the corporation SLM Education Credit Finance Corporation does not exist in the chain of title ownership or assignment chain with the Original Creditor, SallieMae; (d) during the period beginning six years prior to the filing of this action and ending 21 days after the filing of this action.

40. The identities of all class members are readily ascertainable from the business records of Defendants and/or the known or unknown creditors that Defendants collect “purchased” school obligations from.

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

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

43. There are questions of law and fact common to Second Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether the Defendants’ initial written communications, in the form attached as **Exhibit 1 based upon Exhibit 3 using Exhibit 2**, violate MCL 445.251(a), (e), (f), (n) and (q).

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

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

46. This action has been brought, and may properly be maintained, as a class action

pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

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

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

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

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

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

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

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

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

52. Defendants violated the FDCPA. Defendants' violation, with respect to their written communications in the form attached as **Exhibit 1, 2 and 3** statewide include, but are not limited to, the following:

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

in violation of 15 U.S.C. §§ 1692e, 1692e (2), 1692f, and 1692f (1); and

- (g) Making collection attempts, threats upon Michigan residents to sue and suing Michigan residents based upon debts Defendants don't own or have assignment in violation of 15 U.S.C. §§ 1692e (5).

VII. SECOND CAUSE OF ACTION

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

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

54. Defendants violated MCL 445.251(a), (e), (f), (n) and (q) with the forms and templates attached as **Exhibit 1, 2 and 3** including that attempt to collect and sue upon debts they do not own or have standing to sue upon as outlined above.

VIII. PRAYER FOR RELIEF

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

A. For the FIRST CAUSE OF ACTION:

- (i) An order certifying that the First Cause of Action may be maintained as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and the undersigned counsel to represent the First Plaintiff Class as previously set forth and defined *supra*;
- (ii) An award of the maximum statutory damages for Plaintiff and the First Plaintiff Class pursuant to 15 U.S.C. § 1692k(a)(2)(B);
- (iii) An award of actual damages for Plaintiff and the First Plaintiff Class pursuant to 15 U.S.C. § 1692k(a)(1);

- (iv) For declaratory relief, pursuant to 28 U.S.C. §§ 2201, 2202 adjudging Defendant's collection letters and lawsuits, examples of which is attached hereto as **Exhibit 1**, and which is complained of herein, violates the FDCPA;
- (v) Damages for losing the opportunity and chance to matriculate in school because of the increased cost of paying off the debt created by Defendants and emotional and financial distress;
- (vi) Attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3); and
- (vii) For such other and further relief as may be just and proper.

B. For the SECOND CAUSE OF ACTION:

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

it does not.

- (v) Attorney's fees, litigation expenses, and costs pursuant to MCL 445.257(2); and
- (vi) For such other and further relief as may be just and proper.

IX. JURY DEMAND

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

/s/ Brian P. Parker

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

*Attorneys for Plaintiff, Michael T. Skerjance,
and all others similarly situated*

Respectfully submitted this 21st Day of February, 2017.

EXHIBIT #1

STATE OF MICHIGAN
IN THE 45A JUDICIAL DISTRICT COURT

CACH, LLC
Plaintiff.

Case No. _____

Vs.

Hon. _____

MICHAEL T SKERJANCE
Defendant(s).

Our File: 120018633095

2016 SEP 22 AM 9:01
45A JUDICIAL DISTRICT COURT

COMPLAINT

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

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2. The amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under MCL 600.8301 and venue is proper under MCL 600.1621 via MCL 600.8312(5).

BREACH OF CONTRACT

3. Defendant(s) entered into a contractual loan agreement with Plaintiff or Plaintiff's assignor to borrow money in accordance with the terms and conditions of the agreement attached, See Exhibit A.
4. Per the terms and conditions of the agreement, Defendant(s) was to repay the principal amount financed, plus applicable interest and late fees, as provided for in the fee schedule.
5. However, Defendant(s) defaulted under the terms and conditions of the agreement by failing to make the requisite payments.
6. As a result of the failure to pay, the amount currently due and owed to Plaintiff is \$15398.52.

WHEREFORE, Plaintiff, CACH, LLC, respectfully requests that this Honorable Court enter Judgment in its favor against Defendant(s), MICHAEL T SKERJANCE in the amount of \$15,398.52 and costs and a statutory attorney fee/other sundry fee.

Dated: 9-12-16

Respectfully Submitted,

ENERSON LAW, LLC

ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By:


/s/Mark Linton

Mark Linton, Of Counsel #P66503

Dustin A. McMahon, Of Counsel #P80217

David Canine, Of Counsel #P61828

30150 Telegraph, Suite 444

Bingham Farms, MI 48334

Attorney Direct Phone No. (262) 796-5664

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared ANGELICA MARTINEZ who, being by me duly sworn, upon his/her oath deposed and stated as follows:

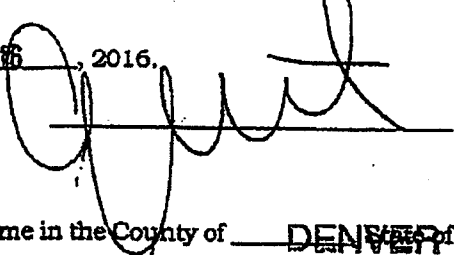
"My name is ANGELICA MARTINEZ I am over the age of 18, of sound mind, capable of making this affidavit, and have personal knowledge of the facts herein stated:

I am an authorized representative and custodian of the records of CACH, LLC ("CACH, LLC"), and I am also familiar with the processes of CACH, LLC regarding its purchase of accounts. CACH, LLC purchased a portfolio of accounts from SLM Education Credit Finance Corporation (the "Seller"). I have reviewed the Bill of Sale and Assignment between CACH, LLC and the Seller fully executed on or about October 10, 2012 governing this transaction, including the account schedule attached thereto (collectively, "Bill of Sale"). Pursuant to the Bill of Sale, the Seller assigned all of its right, title and interest in the accounts listed in the account schedule attached to the Bill of Sale to CACH, LLC.

Attached hereto is a true and correct copy of the aforesaid Bill of Sale, together with a copy of the loan schedule attached thereto. The Bill of Sale and loan schedule are kept by CACH, LLC in the regular course of business, and it was part of the regular course of business of CACH, LLC for a representative of CACH, LLC with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit information thereof to be included in such record; and, the record was made at or near the time or reasonably soon thereafter.

The records attached hereto are exact duplicates of the originals, except to the extent that the Bill of Sale has been redacted. It is CACH, LLC's regular practice to redact the account schedule attached to the Bill of Sale before providing it to agencies and law firms for use in collection on an account, in order to protect potentially confidential information of the defendant and information relating to other debtors' accounts listed thereon. It is my intention in executing this affidavit that the affidavit, together with the Bill of Sale and redacted account schedule, be provided to agencies and law firms for the purpose of authenticating the Bill of Sale.

Signed this ___ day of AUG 17 2016, 2016.



SWORN TO AND SUBSCRIBED before me in the County of DENVER of Colorado, on the ___ day of AUG 17 2016, 2016.


[Signature of Notary Public]
KATARZYNA STRAHAN

[PRINTED Name of Notary Public]

KATARZYNA D. STRAHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074009100
MY COMMISSION EXPIRES MARCH 18, 2019

Notary Public in and for State of Colorado

My commission expires:

[Affix Seal]

EXHIBIT #2

**EXHIBIT B
BILL OF SALE AND ASSIGNMENT**

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

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

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

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

SLM EDUCATION CREDIT FINANCE CORPORATION

By: Todd Flig

Title: Todd Flig
Director

Date: 10/10/12 Loan Acquisition & Conversion

EXHIBIT #3

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

Section A: Borrower Information

First Name: Michael
Last Name and Suffix: Skerjance
Social Security Number: [Redacted]

Home Address (No P.O. Boxes): 11300 Fairway Drive, Topeka, MO 64683
 Home Phone Number: [Redacted]
 Cell Phone Number: [Redacted]

Current Address (No P.O. Boxes): 11300 Fairway Drive, Topeka, MO 64683
 Home Phone Number: [Redacted]
 Cell Phone Number: [Redacted]

Employer: [Redacted]
 Employer Address (City, State, ZIP Code): [Redacted]
 Date of Birth (mm/dd/yy): [Redacted]

Check one:
 U.S. Citizen
 Non-Citizen Permanent Resident
 Non-Citizen Temporary Resident (If you are not here to work, did you ever work in the U.S.?)
 If you are not here to work, did you ever work in the U.S.?
 Yes No

Have you ever defaulted on a federal loan? Yes No

Do you have any other federal loans? Yes No

Are you currently employed? Yes No

Are you currently a student? Yes No

Are you currently a graduate student? Yes No

Are you currently a postgraduate student? Yes No

Are you currently a dual enrollment student? Yes No

Are you currently a dual credit student? Yes No

Are you currently a dual degree student? Yes No

Are you currently a dual major student? Yes No

Are you currently a dual minor student? Yes No

Are you currently a dual certificate student? Yes No

Are you currently a dual diploma student? Yes No

Are you currently a dual associate degree student? Yes No

Are you currently a dual bachelor's degree student? Yes No

Are you currently a dual master's degree student? Yes No

Are you currently a dual doctorate degree student? Yes No

Section B: Co-signer Information

First Name: [Redacted]
Last Name and Suffix: [Redacted]
Social Security Number: [Redacted]

Home Address (No P.O. Boxes): [Redacted]
Home Phone Number: [Redacted]
Cell Phone Number: [Redacted]

Relationship to Borrower: Relative

Are you currently employed? Yes No

Are you currently a student? Yes No

Are you currently a graduate student? Yes No

Are you currently a postgraduate student? Yes No

Are you currently a dual enrollment student? Yes No

Are you currently a dual credit student? Yes No

Are you currently a dual degree student? Yes No

Are you currently a dual major student? Yes No

Are you currently a dual minor student? Yes No

Are you currently a dual certificate student? Yes No

Are you currently a dual diploma student? Yes No

Are you currently a dual associate degree student? Yes No

Are you currently a dual bachelor's degree student? Yes No

Are you currently a dual master's degree student? Yes No

Are you currently a dual doctorate degree student? Yes No

Section C: Borrower and Co-signer Signatures

Borrower Signature: Michael Skerjance
Date: 06/26/2006

Co-signer Signature: [Redacted]
Date: [Redacted]

Notice to Co-signer (a) Do not sign this before you read the Promissory Note even if someone else asks you to sign it. It contains any bank charges.
 (b) Do not sign this if it contains any bank charges.
 (c) You are entitled to an exact copy of any agreement you sign.
 (d) You have the right at any time to pay in advance the unpaid balance due under this agreement and you may be entitled to a partial refund of the finance charge.

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

Section D: School Information

School Name: CENTRAL MICHIGAN UNIVERSITY
 School Level (refer to instructions): 02
 Current Enrollment Status: BUS
 Loan Limit (refer to instructions): \$ 8,700.00

Expected Start Date: 08/06
 Expected End Date: 07/07

Are you currently employed? Yes No

Are you currently a student? Yes No

Are you currently a graduate student? Yes No

Are you currently a postgraduate student? Yes No

Are you currently a dual enrollment student? Yes No

Are you currently a dual credit student? Yes No

Are you currently a dual degree student? Yes No

Are you currently a dual major student? Yes No

Are you currently a dual minor student? Yes No

Are you currently a dual certificate student? Yes No

Are you currently a dual diploma student? Yes No

Are you currently a dual associate degree student? Yes No

Are you currently a dual bachelor's degree student? Yes No

Are you currently a dual master's degree student? Yes No

Are you currently a dual doctorate degree student? Yes No

Section E: Financial Information

Expected Family Contribution (EFC): [Redacted]
 Expected Student Contribution (ESC): [Redacted]
 Expected Total Contribution (ETC): [Redacted]

Expected Cost of Attendance (COA): [Redacted]
 Expected Financial Need (EFN): [Redacted]

Are you currently employed? Yes No

Are you currently a student? Yes No

Are you currently a graduate student? Yes No

Are you currently a postgraduate student? Yes No

Are you currently a dual enrollment student? Yes No

Are you currently a dual credit student? Yes No

Are you currently a dual degree student? Yes No

Are you currently a dual major student? Yes No

Are you currently a dual minor student? Yes No

Are you currently a dual certificate student? Yes No

Are you currently a dual diploma student? Yes No

Are you currently a dual associate degree student? Yes No

Are you currently a dual bachelor's degree student? Yes No

Are you currently a dual master's degree student? Yes No

Are you currently a dual doctorate degree student? Yes No

Section F: Final Information

Signature Student Loan®
 Academic Year: 2006-2007
 Education Trust
 XS
 9009900000

Return Application To: Saline Mae - PO Box 147023 - Okemaw, MI 48863-1470
 Copyright © Saline Mae 2006-06

Signature Student Loan Promissory Note Document 3XSP0601

In this Promissory Note ("Note") the words "I," "me," "my," "mine" and "we" mean the borrower and cosigner who signed the application, unless the language specifically refers to only one or the other. "You," "your" and "yours" mean the lender as listed below and any subsequent holder of this Note.

Lender:

A. PROMISE TO PAY

I promise to pay to your order according to the terms below the sum of: the Loan Amount Requested, to the extent it is advanced to me, or on my behalf, which includes the Supplemental Fees (together, the "Loan Amount"); other interest, fees and charges accrued or capitalized on the Loan Amount as described in this Note; and, in the event of default, reasonable attorney's fees, court costs and collection agency fees to the extent permitted by law.

B. DEFINITIONS

1. Interim Period - The "Interim Period" will begin on the day of my first disbursement. My Interim Period will end 6 months after I graduate or drop below half-time enrollment at an eligible school. If I am enrolled in a health profession and obtain an internship or residency deferment within 6 months after leaving school, my Interim Period will end 6 months after the deferment ends.
 2. Repayment Period - The "Repayment Period" will begin on the day after the Interim Period ends and will continue up to 360 months depending on my loan balance. If my loan is made six months or more after I graduate or drop below half-time enrollment there is no interim period and my Repayment Period begins on the day of my first disbursement.
 3. Capitalized Interest and Other Amounts - From time to time, any interest, fees, charges and costs due and not yet paid may be added, without notice, to the principal amount of the loan. This addition is called "capitalizing." Since interest accrues on the outstanding principal balance, capitalizing increases the total cost of the loan.
 4. Default - You may declare my loan in default following an event described in Section J except as follows: **IDAHO, IOWA, KANSAS, MAINE and SOUTH CAROLINA RESIDENTS ONLY:** I will be in default if I fail to make a payment as required by this Note (or within 10 days of the time required by this Note, for Iowa residents) or if the prospect of my payment or performance is significantly impaired. The burden of establishing the prospect of significant impairment is on the lender.
- WISCONSIN RESIDENTS ONLY:** I will be in default (a) if I permit to be outstanding an amount exceeding 1 full payment which has remained unpaid for more than 10

days after its scheduled due date or deferred due date, or I fail to pay the first payment or the last payment within 40 days of its scheduled due date or deferred due date, or (b) if I fail to observe any other provision of this Note, the breach of which materially impairs my ability to pay the amounts due under the Note.

5. Disbursement Date - The date shown on the loan check or the date the loan funds are electronically transferred to my school named in Section D of the application ("School").
6. Interim Disclosure - The Truth in Lending Disclosure that will be sent at the time of my first disbursement and which is hereby incorporated into this Note.
7. Final Disclosure - The Truth in Lending Disclosure that will be sent at the time the repayment schedule for my loan is established and which is incorporated into this Note. In the event of any conflict between the Interim Disclosure and the Final Disclosure, the Final Disclosure shall govern.
8. The terms "Interest," "Late Charge," "Payment Return Fee," "Collection Costs," and "Supplemental Fees" are defined in the Note sections so titled. "Variable Rate" is defined under Section C, Interest, of this Note.

C. INTEREST

1. Interest on this Note will accrue at the Variable Rate (as defined below), beginning on the first Disbursement Date, on the principal balance advanced and Capitalized Interest and Other Amounts, until the principal balance and all accrued interest are paid in full.
2. The Variable Rate will change monthly on the first day of each month if the Current Index changes. The Variable Rate for any month during the Interim Period and for the Repayment Period is the annual rate equal to the highest U.S. Prime Rate published in *The Wall Street Journal* "Money Rates" section, or any successor section or table for the purposes of displaying such rate, on the next to the last New York business day before the end of the prior month (the "Current Index"), plus or minus the percentage identified on my Interim Disclosure (the "Margin"), rounded to the nearest one-eighth of one percent (0.125%). A New York business day is defined as any day that is not a Saturday, Sunday, holiday or other day on which banking institutions in New York are authorized or ordered to close by law or executive order. For example, the Variable Rate for January will be determined by the highest U.S. Prime Rate published in *The Wall Street Journal* on the preceding December 30th if both the 30th and 31st are New York business days.
3. The Margin is based on my School, credit history and cosigner's credit history. Once set, the Margin does not change. If *The Wall Street Journal* is not published on the date to be used for the Current Index, then the Current Index will be determined by using the immediately preceding published

U.S. Prime Rate. If the Current Index ceases to be available, you will choose a comparable substitute.

D. TERMS OF REPAYMENT

1. I am not required to make payments during the Interim Period. You will capitalize unpaid accrued interest at the beginning of the Repayment Period. If I am an eligible health student, you will capitalize unpaid accrued interest annually during any residency or internship deferment, at the end of any residency or internship deferment period of less than 12 months, and when I enter repayment.
2. You and I agree that the repayment schedule will be established as follows: subject to the terms of paragraph 4 of this section, prior to the start of the Repayment Period you will send me a Final Disclosure setting forth an initial repayment schedule whereby I will repay my loan in consecutive monthly installments of principal and interest calculated to equal the amounts necessary to amortize the unpaid principal and interest at the Variable Rate then in effect over the entire Repayment Period. You will also send me statements showing the amounts and payment due dates of my monthly payments.
3. Subject to the terms of paragraph 4 of this Section, you will revise the repayment schedule so that I will repay my loan in consecutive monthly installments of principal and interest calculated to equal the amounts necessary to amortize the unpaid principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period with the payment amount changing in the months of February, May, August, and November, as necessary. The statements that you send me will reflect any changes in the amounts of my monthly payments.
4. I may choose a graduated repayment option, if available. If I convert to this option, I will notify you in writing.
5. I will make consecutive monthly payments during the Repayment Period in the amounts and on or before the payment due dates shown on my statements until I have paid all of the principal and interest and any other fees, charges, and costs I may owe under this Note.
6. Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional principal and interest, fees and charges at the end of the Repayment Period. In such case, I shall pay the additional amounts, and you may, but are not required to, lengthen the Repayment Period.
7. Notwithstanding paragraphs 3, 4 and 6 of this Section, I agree to pay at least \$50 per month, or the unpaid balance, whichever is less, on all my Signature Student Loans.
8. Payments will be applied first to applicable fees, then to accrued interest, and the remainder to principal, as permitted by applicable law. Payments in excess of the

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and may be entitled to receive a refund of any amount paid to you... You may also have to pay late fees or collection costs, which increase this amount...

5. I understand that the following notice is required by federal law and is only applicable to loans issued to finance educational expenses at for-profit institutions or institutions of higher education...

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF...

5. I understand that the following notice is required by federal law and is only applicable to loans issued to finance educational expenses at for-profit institutions or institutions of higher education...

NOTICE TO COSIGNER: 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, as surety, pay the debt...

4. I understand that the following notice is reflected in my credit report. Late payments, missed payments, or other delinquencies on my account may be reflected in my credit report.

6. I understand that the following notices are required by or necessary under state law and that these notices may not describe all of the rights that I have under state and federal law...

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6. I understand that the following notices are required by or necessary under state law and that these notices may not describe all of the rights that I have under state and federal law...

8. CHANGES FOR OPTIONAL SERVICES: I request and you agree to provide optional services to me in connection with my loan...

9. PAYMENT RETURN FEE: I make a payment and that payment is returned or refused by my bank for any reason, I agree to pay a charge of up to \$20.00 for each payment so returned.

10. SUPPLEMENTAL FEES: Supplemental fees are assessed and are not subject to rebate if I prepay my loan. When the supplemental fees are assessed...

11. LATE CHARGE: I will pay a Late Charge if I fail to make any part of an installment payment within 15 days after it becomes due.

12. WHOLE LOAN DUE: I wish to make a payment in satisfaction of a disputed amount or balance, I must send it to P.O. Box 3800, Williamsport, PA 18773-3800...

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

14. NOTICE TO COSIGNER: 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, as surety, pay the debt...

15. NOTICE TO COSIGNER: 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, as surety, pay the debt...

unearned charges in accordance with law. **MARYLAND RESIDENTS ONLY:** You elect to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with your authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority you expressly reserve. **MASSACHUSETTS RESIDENTS ONLY:** Massachusetts law prohibits discrimination based upon marital status or sexual orientation. **MISSOURI RESIDENTS ONLY: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT. NEVADA RESIDENTS ONLY:** This is a loan for study. **NEW JERSEY RESIDENTS ONLY:** The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law. **NEW YORK, RHODE ISLAND and VERMONT RESIDENTS:** I understand and agree that you may obtain a consumer credit report in connection with this application and in connection with any updates, renewals or extensions of any credit as a result of this application. If I ask, I will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. I also understand and agree that you may obtain a consumer credit report in connection with the review or collection of any loan made to me as a result of this application or for other legitimate purposes related to such loans. **OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **VERMONT RESIDENTS ONLY:** (For purposes of the following notice to Vermont residents, "you" means any

cosigner, not the lender.) **NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU. WISCONSIN RESIDENTS ONLY:** For married Wisconsin residents, my signature confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes or court decree under § 766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision.

M. ADDITIONAL AGREEMENTS

1. I understand that when you accept the attached application, you are not agreeing to lend me money and that there will be no such agreement until the later of the time the first disbursement of the loan is made or my right to cancel in paragraph 4 of this section has expired. You have the right to lend an amount less than the Loan Amount Requested if the School certifies a lower cost of attendance. You also have the right to cancel any undisbursed amount if (a) I cease to be enrolled at least half time at the School and I do not owe the School for any amounts incurred before I ceased to be enrolled at least half-time; (b) any cosigner notifies you that he or she no longer wants to repay the amount not yet disbursed, or (c) an event occurs as described in Section J, or (d) the School ceases to be eligible to participate in the Signature Student Loan program.
2. If this Note is assigned, the assignee will become the owner of this Note and will have all your rights to enforce this Note against me.
3. I understand that you are located in the State listed in the introductory paragraph of this Note and this Note will be entered into in the same State. Consequently, the provisions of this Note will be governed by federal laws and the laws of that State to the extent not preempted, without regard to conflict of law rules.
4. Upon receipt of the Interim Disclosure, I will review it and if I am not satisfied with the terms of my loan as approved, I may cancel this Note and all disbursements. To cancel this Note, I will contact you within 3 days of receipt by me of the loan check and I will not cash any loan checks, or if funds are transmitted electronically, I will instruct the School, within 3 days of receipt by me of the Interim Disclosure, to return the funds to you. I understand and agree that if the information on my Interim or Final Disclosure conflicts with the information in this Note, the information on the Disclosures applies.
5. Your acceptance of past due payments does not waive or affect your right to accelerate this Note. I waive any notice of

dishonor, notice of protest, presentment, demand for payment, and all other notices or demands in connection with this Note and consent to the addition of a party who will be liable upon this loan or any other loans I have outstanding under the program, to any and all extensions, renewals, or releases of any party liable upon this loan or any other loans I have outstanding under the program, or waiver or modification that may be granted by you, all without affecting or releasing any borrower or cosigner from such loans. My responsibility for repaying this loan is not affected by the liability of any other person to you or by your failure to notify me that a payment has not been made.

6. If any provision of this Note is held invalid or unenforceable, that provision shall be considered omitted from this Note without affecting the validity or enforceability of the remainder of this Note.
7. This Note may be modified only if you put the modification in writing and the modification is agreed to by any borrower or cosigner. Any such modification does not require the consent of any other borrower or cosigner and will not affect the validity or enforceability of the remainder of this Note.
8. I understand that this loan is an educational loan and is made under a program that includes Stafford loans and other loans and which is funded in part by non-profit organizations, including governmental units and, therefore, is not dischargeable in bankruptcy, except pursuant to 11 U.S.C. § 523(a)(8).
9. I acknowledge that I have received a true and exact copy of this Note.
10. I may not assign this Note or any of its benefits or obligations. You may assign this Note at any time. The obligations of this Note will be binding on my estate.
11. Your failure to exercise any right hereunder does not constitute a waiver thereof. All waivers must be in writing.
12. I hereby waive all my defenses to this Note based on suretyship.
13. I understand that you may use automated telephone dialing equipment or an artificial or pre-recorded voice message to contact me in connection with this loan or loan application. You may contact me at any telephone number I provide in this application or I provide in the future, even if that number is a cellular telephone number.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
 To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.
 What this means for me: When I apply for a student loan, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

N. CERTIFICATION AND CONSENT TO INFORMATION SHARING

- I certify that the information contained in Sections A, B and C of the application is true, complete and correct to the best of my knowledge and belief and is made in good faith, that I am eligible for this loan and that I will repay it according to the terms of this Note. I understand and agree that my Lender is listed in the introductory paragraph of this Note. I hereby authorize the School to pay to you any refund that may be due me up to the amount of this loan. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at the School. At your option, you may either electronically transmit funds to the School to be applied to my account, or if you issue checks, you may issue a check jointly payable to me and the School, and send it to the School. If funds are electronically transmitted, I hereby authorize the School to transfer the funds to my account at the School. I understand that failure to complete the educational program undertaken by me does not relieve me of any obligation under this Note.
- I authorize any school that I may attend to release to you, the U.S. Department of Education, the guarantor or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, current address) and to advise you whether I am eligible for a future loan. I authorize you, your agents, and the guarantor or its agents, if any, to check my credit and employment history for this loan and for future loans that may be offered to me, to answer questions about their credit experience with me, and to release the results of the credit review process to the School. I further authorize you to release any other information on this loan to the School, to other schools I have attended for which I have taken out a student loan, and to the guarantor, if any.
- I consent to the sharing of any information about this loan with my parent, guardian, child, spouse or sibling who complies with your procedures unless I revoke this consent or unless prohibited by law. I understand that I may revoke this consent by contacting the servicer at 1-888-2SALLIE or P.O. Box 9500, Wilkes-Barre, PA 18773-9500.
- I certify that all of the loan proceeds are solely to pay for my qualified higher education expenses at the School.
- I also certify that: I have read the materials explaining the loan program that have been provided to me; I have read, understand and agree to the provisions of the program, my responsibilities and my rights under this program, the terms of this Note and this "Certification and Consent to Information Sharing" and that the program is funded in part by non-profit organizations.

O. CORRECTION OF ERRORS

All parties to this Note agree to fully cooperate and adjust all typographical, computer, calculation or clerical errors discovered in any or all of the loan documents including the Application, Note and Disclosures. In the event this procedure is used, all parties involved will be notified and receive a corrected copy of the changed document.

P. COSIGNER/BORROWER RELEASE

I agree that, if any cosigner applicant fails to qualify for this loan, said cosigner applicant will be released from liability hereunder, but this Note will still bind the borrower. I also agree that an approved cosigner may be released from liability hereunder upon application by a borrower who has made 24 consecutive on-time monthly payments of principal and interest during the first 2 years of the Repayment Period of this loan (not including deferrals and forbearances) and who meets applicable credit criteria at the time of the application, with the borrower remaining liable for this loan after such cosigner release. As cosigner, I agree that if the borrower is released from liability on this loan for any reason, including infancy, I hereby consent to such release and to my continued liability for this loan after such release.

Q. ARBITRATION AGREEMENT - READ CAREFULLY

You and I agree that either party may elect to arbitrate - and require the other party to arbitrate - any Claim under the following terms and conditions. This Arbitration Agreement is part of the Signature Student Loan Promissory Note ("Note").

- RIGHT TO REJECT** - I may reject this Arbitration Agreement by sending you a rejection notice by certified or registered mail or by messenger service within 60 days after the date of my first disbursement. Any Rejection Notice must include my name, address, telephone number and loan or account number, and must be sent to Sallie Mae, P.O. Box 59030, Panama City, FL 32412.
- IMPORTANT WAIVERS AND WARNING** - If you or I elect to arbitrate a Claim, you and I both waive the right to: (A) have a jury or a jury decide the Claim; (B) participate in a class action in court or in arbitration, either as a class representative or a class member, or act as a private attorney general in court or in arbitration (the "Class Action Waiver"); (C) join or consolidate Claim(s) with claims involving any other person; or (D) obtain information except as provided herein. **WARNING:** Other rights are more limited or not available in arbitration.
- DEFINITIONS** - In this Arbitration Agreement, the following definitions will apply: "I," "me" and "my" mean each and every borrower and cosigner on the Note; the Student on whose behalf the proceeds of the Note have been advanced; and the heirs, executors and assigns of all of the foregoing. "You," "your" and "yours" mean the Lender, any other subsequent holder of the Note, Sallie Mae, Inc., any Sallie Mae

affiliate or subsidiary, all of their parents, wholly or majority owned subsidiaries and affiliates; any predecessors, successors and assigns of these entities; and all officers, directors and employees thereof. It also includes any party named as a co-defendant with you in a Claim asserted by me, such as investors or potential investors, credit bureaus, credit insurance companies, closing agents, escrow agents, insurance agents, loan originators, rating agencies, loan servicers, debt collectors, loan guarantors, performance bond trustees, tuition recovery funds, the School, and any of the School's financial aid offices or officers. "Administrator" means, as applicable, the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879, or the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, provided that the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Agreement.

"Claim" means any claim, dispute or controversy between you and me that arises from or relates in any way to the Note, including any dispute arising before the date of this Arbitration Agreement and any dispute relating to: (1) the Note and any applications, disclosures and other documents relating in any way to the transactions evidenced by the Note; (2) any insurance or other service or product offered or made available by or through you in connection with the Note, and any associated fees or charges; and (3) any documents, instruments, advertising or promotional materials that contain information about the Note or any associated insurance or other service or product. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Agreement or the Note; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for injunctions or other equitable relief. However, "Claim" does not include any individual action brought by me in small claims court or my state's equivalent court, unless such action is transferred, removed, or appealed to a different court. "Claim" does not include any challenge to the validity and effect of the Class Action Waiver, which must be decided by a court.

- STARTING AN ARBITRATION** - To initiate an arbitration, you or I must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Agreement and the applicable rules of the Administrator then in effect. I must select the Administrator when I give notice of my election to arbitrate or within 20 days of your notice; otherwise, you will select the

Administrator. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge.

5. **LOCATION AND COSTS** - Any arbitration hearing that I attend will take place in a location that is reasonably convenient to me. You will consider (and generally honor) any good faith request by me for you to bear the fees charged by the Administrator and the arbitrator and will always pay the fees if required by applicable law. You will not seek reimbursement from me of fees you are required to pay or agree to pay on my behalf. Each party must pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law otherwise provides.
6. **DISCOVERY; GETTING INFORMATION** - Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any information the arbitrator determines should be made available.
7. **EFFECT OF ARBITRATION AWARD** - Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (A) any appeal right under the

Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"); and (B) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Except as provided above under the caption "Location and Costs," the appealing party will pay the Administrator's and arbitrator's costs of the appeal.

8. **GOVERNING LAW** - This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and

costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award.

9. **SURVIVAL, SEVERABILITY, PRIMACY** - This Arbitration Agreement shall survive my full payment of the Note; your sale or transfer of the Note; any legal proceeding to collect a debt owed by me; any bankruptcy or insolvency; any forbearance or modification granted pursuant to the Note; any cancellation, or request for cancellation, of any or all disbursements under the Note; and any change in the School enrollment status of the Student. If any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply, provided that the entire Arbitration Agreement shall be null and void if the Class Action Waiver is held to be invalid with respect to any class or representative Claim, subject to any right to appeal such holding. In the event of any conflict or inconsistency between this Arbitration Agreement and the Administrator's rules or the Note, this Arbitration Agreement will govern; in the event of any conflict or inconsistency between the Administrator's rules and the Note, the Administrator's rules will govern.

EXHIBIT #4

ENERSON LAW, LLC

View our website and
make payments

Home · Who We Are · FAQ

MAKE A PAYMENT NOW

HOME

We're Here When
You Need Us **855.441.5986**

FREQUENTLY ASKED QUESTIONS

WHO WE ARE

855.441.5986

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

CONSUMERS What is Enerson Law?

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

What is CACH or CACV of Colorado

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

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

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

How can I pay my outstanding debt? +

How do I find my account number? +

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

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

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

What payment methods do you accept? +

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

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

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

+

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

HAVE FURTHER QUESTIONS?

CONTACT US

FIND RESOURCES

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

All calls may be monitored and recorded for quality assurance



Enter your search

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

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

Contact Us

Employment

FAQ

Resources

Consumer Assistance

Payment Options

Privacy Policy

Terms & Conditions

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Enerson Law Threatened Consumers to Collect Unowned Debts](#)
