

**COMMONWEALTH OF MASSACHUSETTS
County of Plymouth
The Superior Court**

Mark Bland, Sr., *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

Great Lakes Educational Loan Services, Inc.,

Defendant.

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: Civil Docket #: 1983CV01151C
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CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

For this Class Action Complaint, Plaintiff Mark Bland, Sr., by and through undersigned counsel, pleading on his own behalf and on behalf of all others similarly situated, states as follows:

INTRODUCTION

1. Defendant Great Lakes Educational Loan Services, Inc. (“Great Lakes”) is a one of the largest student loan servicers in the United States.

2. Great Lakes’ regular practice is to call Massachusetts consumers more than twice a week to attempt to collect consumer student loan debts. But this practice is illegal in Massachusetts as the Massachusetts Attorney General has regulated it an “unfair or deceptive act or practice for a creditor” to “initiate a communication with any debtor via telephone, either in person or via text messaging or recorded audio message, in excess of two such communications in each seven-day period to either the debtor’s residence, cellular telephone, or other telephone number provided by the debtor as his or her personal telephone number, for each debt” 940 CMR § 7.04(1)(f); *see also Armata v. Target Corp.*, 480 Mass. 14, 15–16, 23, 99 N.E.3d 788,

790, 795-96 (2018) (“The regulation applies to any attempted telephonic communication by a creditor to a debtor in an effort to collect a debt, so long as . . . the creditor is able to reach the debtor or to leave a voicemail message for the debtor.”) (quoting 940 CMR § 7.04(1)(f)).

3. As is its practice, Great Lakes placed more than two collection calls to Plaintiff Mark Bland, Sr. (“Plaintiff”) within a seven-day period in an attempt to collect a debt, violating the express provisions of § 7.04(1)(f).

4. Plaintiff seeks to represent all consumers similarly situated. Plaintiff seeks injunctive relief to end Great Lakes’ illegal practice, declaratory relief to make Great Lakes’ violations known to the class, actual and statutory damages, as well as attorneys’ fees and costs.

PARTIES

5. Plaintiff, Mark Bland, Sr., is an adult individual residing in Brockton, Plymouth County, Commonwealth of Massachusetts, and is a “debtor” as defined by 940 C.M.R. § 7.03.

6. Defendant, Great Lakes Educational Loan Services, Inc., is a Wisconsin-based provider, guarantor and servicer of student loans with a principal place of business at 2401 International Lane, Madison, Wisconsin 53704, and is a “creditor” as defined by 940 CMR § 7.03.

7. Great Lakes is a subsidiary of Nelnet, Inc., which acquired Great Lakes in 2018.

8. Upon information and belief, Great Lakes does not maintain a place of business within the Commonwealth of Massachusetts, nor does it keep any assets in the Commonwealth of Massachusetts.¹

¹ Accordingly, the requirement for a pre-suit letter under Chapter 93A is inapplicable here. *See* M.G.L. c. 93A § 9(3) (“The demand requirements of this paragraph shall not apply if the claim is asserted by way of counterclaim or cross-claim, *or if the prospective respondent does not maintain a place of business or does not keep assets within the commonwealth . . .*”) (emphasis supplied).

ALLEGATIONS APPLICABLE TO ALL COUNTS

A. Great Lakes Engages in Unfair Business Practices

9. Plaintiff allegedly incurred a financial obligation arising out of a personal student loan (the "Debt") which meet the definition of a "debt" under 940 CMR § 7.03.

10. Great Lakes attempted to collect the Debt from Plaintiff and, as such, initiated and engaged in "communications" as defined in 940 CMR § 7.03.

11. At all relevant times that Great Lakes attempted to collect the Debt from Plaintiff, the Debt was alleged to be more than thirty days past due.

12. Within the last four years, Great Lakes called Plaintiff's cellular telephone in an attempt to collect the Debt.

13. Great Lakes called Plaintiff's cellular telephone at number 860-816-8089.

14. Great Lakes called Plaintiff from, inter alia, telephone number 800-236-4300.

15. Great Lakes called Plaintiff in an attempt to collect the Debt in excess of two times within a seven-day period.

16. For instance, Great Lakes called Plaintiff's cellular telephone on September 5, 2019 at 2:31 p.m., September 5, 2019 at 3:24 p.m., and September 9, 2019 at 2:00 p.m. in an attempt to collect the Debt from Plaintiff.

17. At all times when Great Lakes was calling Plaintiff's cellular telephone in an attempt to collect the Debt, Plaintiff's voicemail was properly setup and functioning, but Great Lakes declined to leave any voicemail messages with Plaintiff.

B. Plaintiff Suffered Actual Damages and Injury

18. As a direct consequence of Great Lakes' repeated calls to Plaintiff's cellular telephone in an attempt to collect the Debt, Plaintiff became angry and frustrated and suffered

anxiety and emotional distress.

19. Great Lakes' repeated calls to Plaintiff were also distracting and an inconvenience to Plaintiff, and wasted Plaintiff's time and energy spent tending to Great Lakes' calls.

CLASS ACTION ALLEGATIONS

A. The Class

20. Plaintiff brings this case as a class action pursuant to M.G.L. c. 93A, § 9(2) and Rule 23 of the Massachusetts Rules of Civil Procedure.

21. Plaintiff seeks to represent the following class (the "Class"):

All consumers residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, received in excess of two telephone calls regarding a debt from Great Lakes within a seven-day period to their residence, cellular telephone, or other provided telephone number.

B. Numerosity

22. As its regular business practice, Great Lakes hounds Massachusetts consumers with numerous debt collection calls per week. Class members are believed to be so numerous that joinder of all members is impractical.

23. The exact number and identities of class members are unknown at this time and can only be ascertained through discovery. Identification of the class members is a matter capable of ministerial determination from Defendant's records.

24. Plaintiff reasonably believes that there are thousands of Massachusetts consumers who are members of the Class.

C. Common Questions of Law and Fact

25. There are common questions of law and fact raised in this Complaint which predominate over any questions affecting only individual class members.

26. The following questions of law and fact common to the class members are ripe for determination and are raised herein:

- a. Whether Defendant violated M.G.L. c. 93A § 2 and 940 CMR § 7.04(1)(f) by placing in excess of two debt collection calls per debt per seven-day period; and
- b. Whether Defendant willfully and knowingly placed in excess of two debt collection calls per debt per seven-day period.

D. Typicality

27. Plaintiff's claims are typical of the claims of the class members, since each of the claims arises from receiving in excess of two debt collection calls within a seven-day period.

E. Protecting the Interests of Class Members

28. Plaintiff will fairly and adequately represent the interests of class members, all of whom are victims of Defendant's unlawful conduct.

29. All of the class members' claims arise from the very course of conduct and specific activities complained of herein and require application of the same legal principles.

30. Plaintiff has retained counsel experienced in bringing class actions and debt collection abuse claims and who stands ready, willing and able to represent the Class.

F. Proceeding Via Class Action is Superior and Advisable

31. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

32. Absent a class action, most members of the class would find the cost of litigating their claims to be prohibitive and, therefore, would have no effective remedy at law.

33. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the court and the litigants and promotes consistency and efficiency of adjudication.

34. Prosecution of separate actions could result in inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant and other debt collectors. Conversely, adjudications with respect to individual class members would be dispositive of the interest of all other class members.

35. The amount of money at issue is such that proceeding by way of a class action is the only economical and sensible manner in which to vindicate the injuries sustained by Plaintiffs and the other class members.

COUNT I
VIOLATIONS OF M.G.L. c. 93A, § 2,
AND 940 CMR § 7.04(1)(f)

36. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

37. Defendant initiated communication via telephone in excess of two times within a seven-day period regarding a Debt to Plaintiff's residential and cellular telephones, in violation of 940 CMR § 7.04(1)(f).

38. Defendant's failure to comply with 940 CMR § 7.04(1)(f) constitutes an unfair or deceptive act in violation of M.G.L. c. 93A § 2.

39. Defendant willfully or knowingly violated 940 CMR § 7.04(1)(f), and as such, Plaintiff is entitled to double or treble damages plus reasonable attorney's fees and costs.

40. Pursuant to M.G.L. c. 93A, § 9, Plaintiff is entitled to and does seek equitable relief in the form of an injunction preventing Defendant from placing in excess of two collection calls within any seven days to any Massachusetts consumers' telephone regarding a debt.

41. Pursuant to M.G.L. c. 93A, § 9, Plaintiff is entitled to and does seek declaratory relief such that:

- Defendant knowingly and willfully violated M.G.L. c. 93A c. 93A, § 2 and 940 CMR § 7.04(1)(f) as to Plaintiff and the class; and
- It has been Defendant's practice and history to place in excess of two debt collection telephone calls within seven days to Massachusetts consumers regarding a debt.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff asks that the Court enter judgment in favor of Plaintiff and the Class and against Defendant, as follows:

- A) An injunction preventing Defendant from placing in excess of two collection calls within any seven days to any Massachusetts consumers' telephone regarding a debt;
- B) Declaratory relief as prayed for herein;
- C) Awarding actual and/or statutory damages under M.G.L. c. 93A § 9;
- D) Awarding actual and/or statutory damages under M.G.L. c. 93A § 9 for the Class;
- E) Awarding treble damages under M.G.L. c. 93A § 9;
- F) Awarding treble damages under M.G.L. c. 93A § 9 for the Class;

- G) Awarding reasonable attorney fees, litigation expenses and costs incurred pursuant to M.G.L. c. 93A § 9; and
- H) Granting such other and further relief this Court deems just and appropriate.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: October 22, 2019

PLAINTIFF,

MARK BLAND, SR.

By Plaintiff's attorneys,

LEMBERG LAW, LLC



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