

Approved, SCAO

STATE OF MICHIGAN  
JUDICIAL DISTRICT  
JUDICIAL CIRCUIT  
COUNTY PROBATE

\*\*\*RETURN FOR SERVICE\*\*\*  
ORDER REGARDING  
ALTERNATE SERVICE

CASE NO.

74TH  
Court address

Court telephone no.

Plaintiff name(s), address(es), and telephone no(s).  
1230 WASHINGTON AVENUE SUITE 2710, BAY CITY, MI 49709

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

NATIONAL COLLEGIATE STUDENT TRUST 2007-4, A DELAWARE STATUTORY TRUST

v

1906 10TH ST  
BAY CITY, MI 49709

Plaintiff's attorney, bar no., address, and telephone no.  
Sherrets Law Group, PLLC  
BY: TRICIA N. MCKINNON (PS0408)  
P.O. BOX 5016  
ROCHESTER, MI 48306  
(248) 519-1700

THE COURT FINDS:

1. Service of process upon the defendant,

cannot reasonably be made as provided in  MCR 2:105  MCR 2:107(B)(1)(b) and service of process may be made in a manner that is reasonably calculated to give the defendant actual notice of the proceedings and an opportunity to be heard.

IT IS ORDERED:

2. Service of the  summons and complaint  other: \_\_\_\_\_

and a copy of this order shall be made by the following method(s).

a. First-class mail to 1906 10TH ST BAY CITY MI 49709

b. Tacking or firmly affix to court at 1906 10TH ST BAY CITY MI 49709

c. Delivering at \_\_\_\_\_

to a member of the defendant's household who is of suitable age and discretion to receive process, with instructions to deliver it promptly to the defendant.

d. Other: Certified Mail (Return Receipt) To:

1906 10TH ST, BAY CITY, MI 49709

823039/001

For each method used, proof of service must be filed promptly with the court.

The motion for alternate service is denied.

*Mark E. Jauer*

Judge

AUG 10 2022

023039/A9 014/10 Original Court 10/21/10  
Approved, SCAD SECOND SUMMONS CASE NO.

STATE OF MICHIGAN  
4TH JUDICIAL DISTRICT  
JUDICIAL DISTRICT  
JUDICIAL CIRCUIT  
COUNTY PROBATE  
SUMMONS  
\*\*RETURN FOR SERVICE\*\*

Court address

1230 WASHINGTON AVENUE SUITE #725 EAST LANSING MI 48206  
Plaintiff's name(s), address(es), and telephone no(s) Defendant's name(s), address(es) and telephone no(s)

NATIONAL COLLEGIATE STUDENT LEADERSHIP TRUST 2007-4, A DELAWARE STATUTORY TRUST  
v

Plaintiff's attorney, bar no., address, and telephone no.  
Shermeta Law Group, PLLC  
BY: TRICIA N. MCKINNON  
P.O. Box 5016  
Rochester, MI 48306  
(248) 519-1700

[Redacted defendant information]

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in  this court,  \_\_\_\_\_ Court, where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_

The action  remains  is no longer pending.

SUMMONS

Summons section completed by court clerk.

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:  
1. You are being sued.  
YOU HAVE 21 DAYS after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).

If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

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

Date: 10/20/10 Expiration date: November 9, 2010 Court clerk: [Signature]

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


STATE OF MICHIGAN  
IN THE 74TH JUDICIAL DISTRICT COURT

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2007-4, A DELAWARE STATUTORY TRUST

Plaintiff,

vs.

Case No.

  
JOINTLY & SEVERALLY

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

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

COMPLAINT

NOW COMES the Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN, TRUST 2007-4, A DELAWARE STATUTORY TRUST by and through its attorneys, Shermeta Law Group, PLLC, and for its Complaint against the above named Defendant(s) states to this Honorable Court as follows:

1. Jurisdiction and venue is proper in this Court.
2. Defendant(s) entered into a contract for a student loan with Plaintiff's assignor, CHARTER ONE BANK, N.A., with account number \*\*\*\*\*3701-001-PHEA.
3. Upon information and belief, Defendant(s) has possession of the contract upon which this claim is based.
4. The contract was duly assigned, in the normal course of business, to Plaintiff.
5. Plaintiff and/or its assignor completed performance under the terms and conditions of the contract.
6. Defendant(s) has defaulted under the terms and conditions of the contract by failing to pay as promised.
7. There is presently due and owing the sum of \$10,455.24.

WHEREFORE, Plaintiff prays for Judgment in the amount of \$10,455.24 plus costs and interest.

BY:  Dated: MAY 18, 2022

SHERMETA LAW GROUP, PLLC  
T. McKinnon (P60448) A. Gudowski-Demarais (P81966)  
E. Pallares (P63559) N. Dixit (P82333)  
A. Sarhan (P77252) ✓ G. Putansu (P85270)

823039/7A

STATE OF MICHIGAN

IN THE 74<sup>th</sup> JUDICIAL CIRCUIT COURT

NATIONAL COLLEGIATE STUDENT  
LOAN TRUST 2007-4,

Plaintiff/Counter-Defendant

Case No. 2017-0702-CV  
HON. MARK JANER

-vs-

**BOTH DEFENDANT'S ANSWER AND  
AFFIRMATIVE DEFENSES**

JENNIFER  
NORMAN

Defendant/Counter-Plaintiff.

Shermeta Law Group  
Attorney for Plaintiff  
Alex Sarhan (P77252)

LAW OFFICES OF BRIAN P PARKER PC  
BRIAN P. PARKER (P48617)  
Attorney for Defendant  
4301 Orchard Lake Road, #180-208  
West Bloomfield, MI 48323  
(248) 342-9583  
brianparker@collectionstopper.com

**PRELIMINARY STATEMENT AS TO NO STATED CLAIM**

In violation of the Fair Debt Collection Practices Act ("FDCPA") and Regulation of Michigan Collection Practices Act ("RMCPA), Plaintiff NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-4 ("NCSLT") is suing Defendant (not her name for over five years) and Defendant's failure to pay the amount of Contract/ACCOUNT STATED with no agreement between NCSLT and Defendant or contract attached to the lawsuit. Defendant does not owe Plaintiff as there is no chain of title in this lawsuit of the SPECIFIC DEBT of Defendant being assigned under Michigan law and the *Brownbark*, *Bassett* and *Riley* cases below. In Violation of the FDCPA, the private debt information of Defendants was given

to a third party by NCSLT and Shermeta in violation of 15 USC 1692c(b) and the lawsuit is to be placed on Defendant's door for all of Defendant's neighbors to see in breach of their privacy.

Lastly, **no payment has been made on the debt by either Defendant in over six years** and as Plaintiff has no standing to sue and the debt has no proof backing it to be a breach of contract/Account Statement claim, under Michigan law (including Statute of Limitations) this case should be dismissed. Thank you.

### **ANSWER AND AFFIRMATIVE DEFENSES**

WHEREFORE BOTH \_\_\_\_\_ (Hereinafter titled as "Defendant" and "Defendants"), answers this lawsuit by and through their attorneys, The Law Offices of Brian P. Parker, P.C., Answers Plaintiff NCSLT's Complaint against Defendant as follows:

1. Defendant Denies this allegation as to Plaintiff's right to sue as the assignment of the debt and chain of title of the Specific debt does not exist to back up the filing of this lawsuit and the Statute of Limitations has passed in over six years and further, M \_\_\_\_\_ does not live in the County the lawsuit is being filed in. **Please see Exhibit 1 and the lawsuit.**
2. Denied as to this Plaintiff and its right to sue as there is no evidence of this pleading and the debt has passed the Statute of Limitations and the contract can't be sued upon under MCL 600.5807(9). **See Exhibit 1.**
3. Denied as to this Plaintiff as it does not own the debt and has no proof to make this allegation and the lawsuit violates MCL 600.5807(9). **Please see Exhibit 1.**

4. Denied as Defendant does not owe this debt or amount in the lawsuit with Plaintiff and this allegation of “the normal course of business” assumes facts not in evidence and is a nonsensical statement. **Please see Exhibit 1.**

5. Denied and further, Plaintiff does not own the debt and the paperwork will show this allegation to be false especially given how Plaintiff does not know who completed performance on a debt it claims to own when it states, “Plaintiff and/or its assignor” rather than who completed the performance. **Please see Exhibit 1.**

6. Denied as Plaintiff has failed to provide any ownership or assignment proof of the debt under *NCSLT Funding v Michael Bassett*, Michigan Court of Appeals, No. 338404, April 24, 2018 and *Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al*, Michigan Court of Appeals Case No. 296660, May 31, 2011 and *Unifund CCR Partners v. Nishawn Riley*, Michigan Court of Appeals Case No. 287599, February 18, 2010. **Please see Exhibit 1.**

7. Denied under *Bassett* and *Brownbark and Riley* as Defendant has no agreement with Plaintiff and there is no proof of ownership of the debt or the amount owed to Plaintiff. **Please see Exhibit 1.**

WHEREFORE, Defendants seek a No Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.

#### **AFFIRMATIVE DEFENSES**

Defendants plead the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted against this Defendant.

2. There is no agreement or contract between Plaintiff and Defendant and therefore, no Breach of Contract or Account Stated Claim.

3. The lawsuit was filed beyond the Statute of Limitations in Michigan and California under MCL 600.5807(9) and California Code, Code of Civil Procedure - CCP § 337 IF THE LAWSUIT HAS THE TERMS AND CONDITIONS THAT INCLUDED THE BELOW SECTION OF THE AGREEMENT ALLEGED TO BE IN THE POSSESSION OF DEFENDANTS:

**L. Additional Agreements:**

1. I understand that you are located in California and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

This will apply to other states depending on the Agreement Terms and Conditions that are in the possession of Plaintiff.

4. Plaintiff lacks standing to sue because it does not own the alleged debt and is not a Real Party in Interest.

5. Defendant is being wrongfully sued by Plaintiff on a time barred debt.

5. Plaintiff lacks capacity to sue as it has no authority to sue upon the debt.

6. Plaintiff is suing Defendant in violation of the FDCPA/RCPA based upon false allegations and misrepresentations in suing upon a debt it has no right to sue upon.

7. There is no proof of a contract supporting the lawsuit.

8. Plaintiff's suit is barred by the statute of frauds and Michigan's and the State in the Terms and Conditions of the Agreement in Plaintiff's possession's Statute of Limitations. See Section L. of the Agreement.

9. Plaintiff is barred by the Fair Debt Collection Practices Act ("FDCPA") from collecting late fees, attorney fees, costs, interest, and other amounts.
10. Plaintiff's proofs are inadmissible and are hearsay under MRE 911/112.
11. Plaintiff does not possess the required assignment signed by the Original Creditor or previous debt owners with an account number and name specific to this Defendant and Defendant debt.
12. Plaintiff lacks proof of a chain of title and proof of assignment of the SPECIFIC debt to NCSLT.
13. Another Entity or Creditor owns the rights to the debt.
14. NCSLT does not exist to be able to be a Plaintiff.
15. Plaintiff has Abused the Legal Process with this Claim and caused Defendant damages.
16. In violation of 15 USC 1692c(b), the private debt information of Defendants were published to a third party by Plaintiff and its law firm along with placing the amount alleged to be owed be tacked on the door of Defendant's home.
17. NCSLT is being sued in Bay County even though she lives in Gratiot County. **Please see Exhibit 1.**
18. Defendants reserve the right to Amend these Affirmative Defenses throughout discovery. **Please see Exhibit 1 Affidavit of Defendant.**

WHEREFORE, Defendant NCSLT has a NO Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.



# **EXHIBIT #1**

AFFIDAVIT OF I

STATE OF MICHIGAN )

COUNTY OF GRATIOT (L

Pursuant to 28 U.S.C § 1746, I, FORNIA L. BROWN, having  
been duly Sworn and upon oath, verifies, certifies, and declares as follows:

1. National Collegiate Student Loan Trust 2007-4 (NCSLT) and Shermeta Law Group has filed a lawsuit against me in the 74<sup>th</sup> District Court for a debt less than \$25,000 at Case #22-6762-GCMJ.
2. I was served with this debt collection lawsuit by Alternate Order of Service.
3. I live in Gratiot County and do not live in Bay County where the lawsuit was filed.
4. I have not paid on this debt in over six years.
5. I see no evidence that NCSLT obtained or was assigned the specific debt or that I owe the amount they claim I do as they state in the lawsuit.
6. I dispute that I owe this debt to NCSLT as stated. I have reviewed all the paperwork in the one page of the lawsuit. There is no evidence that I owe this debt specifically to NCSLT.
7. Shermeta Law Group and NCSLT gave my private debt information to the Process Server and the process server was able to review and read the lawsuit paperwork showing I owe a debt to a law firm without my consent to this exposure.
8. According to the Order of Alternate Service, Shermeta is also going to place my private debt information on my door for my neighbors to view.
9. The fact that I am being sued on a debt wrongfully and untimely beyond the statute of limitations and with my personal debt information exposed to third parties by NCSLT and Shermeta is causing me much stress and anxiety.

FORNIA L. BROWN  
LC

DATED: 08/23/2022

AFFIDAVIT OF JENNIFER BROWN

STATE OF MICHIGAN )

COUNTY OF BAY ( )

Pursuant to 28 U.S.C § 1746, I, JENNIFER BROWN, being

been duly Sworn and upon oath, verifies, certifies, and declares as follows:

1. National Collegiate Student Loan Trust 2007-4 (NCSLT) and Shermeta Law Group has filed a lawsuit against me in the 74<sup>th</sup> District Court for a debt less than \$25,000 at Case #22-6762-GCMJ.
2. I was served with this debt collection lawsuit by Alternate Order of Service.
3. **I have not gone by the name of Jennifer Brown (Name in the Caption at my address) in over five years.**
4. **I have not paid on this debt in over six years.**
5. I see no evidence that NCSLT obtained or was assigned the specific debt or that I owe the amount they claim I do as they state in the lawsuit.
6. I dispute that I owe this debt to NCSLT as stated. I have reviewed all the paperwork in the one page of the lawsuit. There is no evidence that I owe this debt specifically to NCSLT.
7. Shermeta Law Group and NCSLT gave my private debt information to the Process Server and the process server was able to review and read the lawsuit paperwork showing I owe a debt to a law firm without my consent to this exposure.
8. According to the Order of Alternate Service, Shermeta is also going to place my private debt information on my door for my neighbors to view.
9. The fact that I am being sued on a debt wrongfully and untimely beyond the statute of limitations and with my personal debt information exposed to third parties by NCSLT and Shermeta is causing me much stress and anxiety.

JENNIFER BROWN

DATED: 8/23/22