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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

12 FEDERAL TRADE COMMISSION,

13 Plaintiff,

14 vs.

15 AMERICAN FINANCIAL BENEFITS
16 CENTER, a corporation, also d/b/a AFB and AF
17 STUDENT SERVICES;

18 AMERITECH FINANCIAL, a corporation;

19 FINANCIAL EDUCATION BENEFITS
20 CENTER, a corporation; and

21 BRANDON DEMOND FRERE, individually
22 and as an officer of AMERICAN FINANCIAL
23 BENEFITS CENTER, AMERITECH
24 FINANCIAL, and FINANCIAL EDUCATION
25 BENEFITS CENTER,

26 Defendants.

Case No. 4:18-cv-00806-SBA

**DECLARATION OF CHELSEA
CARBONNEAU IN SUPPORT OF
FEDERAL TRADE COMMISSION'S
MOTION FOR PRELIMINARY
INJUNCTION**

DECLARATION OF CHELSEA CARBONNEAU

1
2 1. My name is Chelsea Carbonneau. I am a surgical nurse and a graduate student,
3 living in Land O' Lakes, Florida. The following statements are within my personal knowledge
4 and if called as a witness I could and would competently testify thereto.

5 2. Sometime around July 2015, I received a mailer from American Financial
6 Benefits Center ("AFBC"). In it, AFBC asserted it was affiliated with the U.S. Department of
7 Education. The mailer also mentioned that I might qualify for a ten-year loan forgiveness
8 program.

9 3. On or about August 17, 2015, I called AFBC and spoke with an AFBC agent
10 ("agent"). The agent stated that I might qualify for a ten-year loan forgiveness program and for a
11 lower monthly payment during those ten years. I was initially skeptical, so I ran a quick Google
12 search while on the phone with the agent. I came across AFBC's website and saw that AFBC
13 was accredited by the Better Business Bureau. Further, the agent reiterated that AFBC was
14 affiliated with the Department of Education. I felt assured that AFBC was a legitimate company.

15 4. I provided my personal information to the agent, including my social security
16 number. The agent asked about my annual income and the number of dependents I had. I told
17 the agent I did not have any dependents. But, the agent said AFBC calculated dependents
18 differently. According to him, a dependent could include family and close friends if I provided
19 them with financial support—even as little as \$10—or I had given them a gift. Based on the
20 information I provided him, the agent informed me that I actually had nine dependents. He
21 seemed knowledgeable about how to calculate the number of dependents, so I did not question
22 his conclusion that I had nine dependents.

23 5. The agent told me that I qualified for the loan forgiveness program. Under the
24 program, my new monthly payments would be \$149.00 per month for thirteen months and
25 \$99.00 per month thereafter. The agent informed me that AFBC would automatically draft the
26 amount from my bank account and forward the payment to my loan servicer. The agent also
27 informed me that AFBC would assume responsibility for any communications with my loan
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1 servicer. The agent did not tell me about any document preparation or service fees. I understood
2 that the monthly drafts were payments to my loan servicer and nothing else.

3 6. I agreed to work with AFBC to lower my monthly loan payments, and I did not
4 reach out to AFBC for any other purpose. The agent prepared all my paperwork and I signed
5 everything via an electronic program called DocuSign while on the phone with the agent.
6 Attached as **Carbonneau Attachment A** is a true and correct copy of my agreement with AFBC
7 with my personal information redacted. I provided AFBC with my loan servicer username and
8 login information, and the agent instructed me to forward any future communications from my
9 loan servicer to AFBC, including any notices regarding missed payments.

10 7. On or about September 16, 2015, AFBC began automatically drafting \$149.00
11 from my bank account. On or about October 18, 2016, AFBC began automatically drafting
12 \$99.00 from my bank account.

13 8. In the fall of 2016, I started a graduate program. On or about October 4, 2016, I
14 called AFBC to ask whether I qualified for deferment since I had enrolled in school. The agent
15 told me they would contact my loan servicer on my behalf to see if I qualified for deferment. I
16 did not hear back from AFBC regarding this matter, but AFBC continued to draft monthly
17 payments from my bank account. I assumed I did not qualify for deferment and did not take
18 further action.

19 9. On or about May 25, 2017, my loan servicer notified me that I had to renew my
20 income-based repayment plan (“IBR”). I called my loan servicer and informed their employee
21 (“employee”) that AFBC was handling my loan. I told the employee that my loan servicer
22 should contact AFBC directly since they were responsible for all my communications. The
23 employee said she did not know who AFBC was. I told her that I had worked with AFBC to
24 lower my monthly payments and enroll in a loan forgiveness program, and that I was making
25 monthly payments through AFBC. The employee informed me that my loans had been placed in
26 deferment and that they had received no payments since about September 2015. This was news
27 to me because the agent that enrolled me in AFBC’s program assured me AFBC would forward
28 my monthly payments to my loan servicer.

1 10. After speaking with her supervisor, the employee told me that AFBC was a
2 middleman and was likely charging fees to perform unneeded tasks. She instructed me to freeze
3 my bank accounts, file a report with the credit agencies and the police department, and file a
4 complaint with the U.S. Federal Trade Commission (“FTC”).

5 11. On or about May 26, 2017, I filed a complaint with the FTC. That same day, I
6 also emailed and called AFBC to ask why my loan was in deferment and why my loan servicer
7 had not received any payments since about September 2015. Attached as **Carbonneau**
8 **Attachment B** is a true and correct copy of my email to AFBC, dated May 26, 2017, with my
9 personal information redacted. The agent said my loan was in deferment because I was in
10 school, but that before then I had qualified for a \$0 IBR. As such, since about September 2015, I
11 did not have to make monthly payments to my loan servicer. The agent further said that AFBC’s
12 monthly drafts were for a service fee. This was the first time I had heard of a service fee. AFBC
13 had repeatedly told me the monthly drafts were loan payments.

14 12. I told the agent I no longer wanted AFBC’s services. But, the agent did not want
15 to cancel my account. Instead, the agent made another sales pitch and said I could remain with
16 AFBC and continue to enjoy their services, but waive the \$99.00 service fee while I was enrolled
17 in school. But, the agent did not clearly or adequately describe what services AFBC would
18 provide while I was in school or whether I would have a separate payment to my loan servicer in
19 addition to the \$99.00 service fee. Each time I told the agent that I no longer wanted AFBC’s
20 services, he gave me a new pitch. At one point, the agent claimed that AFBC actually forwarded
21 all the money they collected as fees to my loan servicer at the end of the ten-year period. It
22 became clear to me that AFBC was only interested in collecting fees from me, not in helping
23 reduce the burdens caused by my student loan debt.

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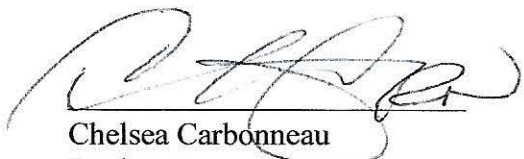
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1 13. From September 2015 to May 2017, AFBC drafted \$2,580 from my bank account
2 for their so-called document preparation and service fees. Though I successfully canceled my
3 enrollment with AFBC, I was unable to secure a refund. Instead, AFBC promised to issue a
4 check for that amount to my loan servicer. Almost two months have passed since I requested a
5 refund and AFBC has yet to refund any portion of my money.

6 14. I declare under penalty of perjury that the foregoing is true and correct. Executed
7 on July 31, 2017 in Land O' Lakes, Florida.

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9 Chelsea Carbonneau
10 Declarant

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Carbonneau Attachment A



**311 Professional Center Drive Suite 200
Rohnert Park, CA 94928**

Telephone: (800) 488-1490
Fax: (707) 222-5200
Website: www.afbcenter.com
Documents: income.doc@afbcenter.com
E-mail: info@afbcenter.com

Name: Chelsea Carbonneau

Client #: [REDACTED]

Address: [REDACTED]

Home Phone: [REDACTED]

City, State, Zip [REDACTED] [REDACTED] [REDACTED]

Other Phone:


Date: 8/17/2015

Thank you for contacting **American Financial Benefits Center**. Based on the information you have provided to our company, we believe that you may qualify for one or more student loan assistance programs offered by the U.S. Department of Education. American Financial Benefits Center ("AFBC") is a privately owned company that helps consumers like you identify programs that may be suitable for their situation, gather their relevant application documents, then assist them by preparing those documents for review and submission. AFBC also offers its own great programs to further assist with you with your financial situation. To begin, we need the following information from you:

1. Please carefully read the enclosed Agreement, and make sure that all pages are signed and dated where indicated.
2. Please provide your National Student Loan Data System federal student identification aid ("FSA ID") login information, and / or your most current student loan servicer account statement(s).
3. Please provide a copy of a voided check, along with the attached ACH Authorization Forms, signed by the account holder who is remitting the program payment.
4. After you have faxed your documents, or provided your FSA ID login, please contact AFBC at 1-800-488-1490 ext. 0 and speak to a Client Services Representative to verify all documentation has been received. You may also email your documentation to: income.doc@afbcenter.com
5. Be sure to retain a copy of all documents for your records.

Due to the importance of this material and so we may start working for you as soon as possible, return these documents and provide your FSA ID login to American Financial Benefits Center via secure fax, email, or mail to **311 Professional Center Drive #200, Rohnert Park, CA 94928**, as soon as possible.

If you have any questions when reviewing the attached documents, please feel free to contact your American Financial Benefits Center Client Services Representative at **1-800-488-1490**.

Client Signature: 
F2CA67B7C128422...

Date: 8/17/2015

Section 1: Client Information		Client ID: [REDACTED]	Agreement Date: 8/17/2015
Client First Name: Chelsea		Client Last Name: Carbonneau	
Client Middle Initial:		Former Last Name:	
Street Address: [REDACTED]		City, State, Zip: [REDACTED] [REDACTED] [REDACTED]	
Client Email: [REDACTED]		Client Phone: [REDACTED]	
Section 2: Client's Estimated Summary of Current Federal Student Loans			
The basis of this summary is derived from the input provided by the client.			
Estimated Total Federal Loan Balance: \$ [REDACTED]		Loan Status (current, delinquent, default, consolidated): [REDACTED]	
Approximate Current Monthly Payment: \$ 168.00		Federal Loan Types (Single, Multi): [REDACTED]	
Estimated New Loan Payment: \$ 6.00		New Loan Payment Validation Term: [REDACTED]	
Estimated Payment Adjusted After (Months):		Current Loan Servicer(s): [REDACTED]	
Section 3: Required Consolidation Application Information			
Client SSN: [REDACTED] - [REDACTED] - [REDACTED]		Client DOB (MM-DD-YYYY): [REDACTED]-[REDACTED]-[REDACTED]	
DL / ID Number & State: [REDACTED] [REDACTED]		FSA ID & Code: [REDACTED] / [REDACTED]	
Employer Name: [REDACTED]		Occupation: [REDACTED]	
Employer Street Address: [REDACTED]		Employer City, State, Zip: [REDACTED] [REDACTED] [REDACTED]	
Employer Phone: [REDACTED]		Client Stated Family Size: 9	
Client Marital Status: [REDACTED]		Client Stated Tax Filing Status: Single	
Current Annual Income: \$ [REDACTED]		Form of Documented Income Submitted: [REDACTED]	
Spouse First Name:		Spouse Last Name:	
Spouse SSN:		Spouse DOB:	
Spouse Employer Name:		Spouse Work Phone:	
Spouse Annual Income: \$		PSLF Candidate (Yes / No): Yes	
References: 2 Persons with different addresses, PO Boxes are NOT acceptable, not residing in the same home (for example, a spouse) or anyone living outside the U.S.			
Reference 1 Full Name: [REDACTED] [REDACTED]		Permanent Address: [REDACTED]	
Reference 1 Phone: [REDACTED]		Relationship to Client: [REDACTED]	
Reference 2 Full Name: [REDACTED] [REDACTED]		Permanent Address: [REDACTED]	
Reference 2 Phone: [REDACTED]		Relationship to Client: [REDACTED]	
Section 4: AFBC Document Preparation and Service Agreement Program Payment			
American Financial Benefits Center Payment/Fees are separate of loan costs and /or payments made by Client			
AFBC Program Payment/Fee Amount: \$ 600.00		AFBC Program Payment Amount: \$ 50.00	
First Program Payment Date: 2015-10-16		Payment Term (months): 12	
Section 5: Client Payment Information			
Bank Name: [REDACTED]		Account Number: [REDACTED]	
Account Type (Checking / Savings): [REDACTED]		Routing Number: [REDACTED]	
Notes:			

This Service Agreement is made and entered into, the date of signing, by and between American Financial Benefits Center ("AFBC"), and Client, as stated in Section 1, hereinafter referred to as ("Client") residing at address as stated in Section 1. Subject to, and conditioned upon, the following for the Client Student Loan Document Preparation and Service Agreement. All information above is provided by the Client.

Client Signature: 
F2CA67B7C128422...

Date: 8/17/2015

Carbonneau Attachment A - 2

Privacy Policy

American Financial Benefits Center (hereinafter "Company") is dedicated to protecting your privacy and providing you with the highest level of service. This Policy explains what Company does to keep information about you private and secure. This Policy covers only information that you provide to Company or that it obtains about you from companies that you have chosen to do business with. Please read this Policy carefully and contact us if you have any questions.

Personal Information We Collect

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number, or other information that you provide to us over the phone or in documents or applications,
- Information about your transactions, such as your account balances with your creditors, payment histories, account activity, and all other information that may be contained in your credit card statements or other reports relating to your debt, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports, collection agency reports or other communications, and other information relating to your payment histories, creditworthiness, annual income, or ability to satisfy your obligations.

We reserve the right to, and will, sell or transfer your personal information to third parties for any purpose in our sole discretion. We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt-out. We may disclose such information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. We may also share your information with service providers that perform business operations for us, companies that act on our behalf to market our services, or others only as permitted or required by law, such as to protect against fraud or in response to a subpoena. We may also share or transfer our information in the event we transfer or sell your account or our business assets to another provider.

By carrying out those services, we may disclose your information, as we see fit and as permitted by law, to your creditors, credit card companies, collection agencies, banks, and other entities and individuals specifically necessary to effect, administer and perform our services.

Your Choices / Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes. By providing information to Company you are consenting to the collection, use and disclosure of such personal information in the manner described in this privacy policy. We provide you the opportunity to withdraw your consent when such information is collected.

Such consent may be withdrawn by calling the telephone number provided below or may be done in writing/email and sent to our customer service department at the following physical address or email address:

American Financial Benefits Center
311 Professional Center Drive Suite #200
Rohnert Park, CA 94928

If by email: info@afbcenter.com

If by phone: 1-800-488-1490 Extension: 0

How We Protect Your Information

We train our employees to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards. We authorize our employees, agents and contractors to get information about you only when they need it to do their work with us. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone. Remember, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

This Policy applies to current and former customers. If you have any questions, please contact American Financial Benefits Center at 311 Professional Center Drive Suite 200, Rohnert Park, CA 94928

Client Signature:  _____ **Date:** 8/17/2015 _____
DocuSigned by:
F2CA67B7C128422...

National Student Loan Data System Access

Purpose: As part of the federal student loan consolidation application process American Financial Benefits Center requests access to my student loan Information from government databases.

Reason: To obtain accurate information relating to my student loans for such application purposes.

What I Need to Do: As the debtor who is responsible for these loans, you need to create an online user name and password. The U.S. Department of Education recommends that you keep your user name and password secure to prevent any fraudulent use. The purposes of the user name and password is to permit you access to various government websites and allow you to sign electronically on any applications. There are other purposes as well, so please keep your information secure.

Why We Request Your User Name and Password: With your permission and instruction, we need to carry out the application services that you have requested of us. We will keep your user name and password secure, and we will never share it with third parties. We need this information to complete our contracted services, including gathering the relevant, pending loan information pertaining to you, and completing the applications that you qualify for. While the government does not encourage such sharing because they want to prevent fraud and abuse, with your consent and instruction we are permitted to review and assist you with the services you have requested of us.

Authorization: As part of the federal student loan assistance application process, it will be necessary for American Financial Benefits Center (hereinafter "Company") to access your student loan information within the student loan data system located online at www.nsls.ed.gov.

The data system contains a complete list of your federal education loans, along with current estimated balances and servicer details, information that is required to complete your application(s).


By enrolling in the company program, you are agreeing to allow company and its authorized agents to access your profile and all the data contained within that profile. In order to allow this access, you may need to provide company with your user name and password.

Please note that all information that company obtains from the student loan data system will be used expressly for the purposes of confirming information and assisting in the preparation of applications.

Acknowledgment:

I, Chelsea Carbonneau, hereby acknowledge that I have read, understood, and agree to the above statements regarding access to my data system profile. I understand that any information received or accessed will be used solely for the purposes as stated above. Upon completion of company services, I understand that I should log back in and change my user name and password so that at all times I maintain control over my account.

By signing this acknowledgment, I instruct, agree, and expressly permit company to access the student loan data system and my personal profile as explained above.

Client Signature:  F2CA67B7C128422...

Date: 8/17/2015

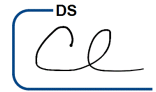


Required Documentation and Instructions

**(All Forms Located in "Document Package" PDF)*

- Please return the following documents to AFBC as soon as possible.
- Failure to return documents in a timely manner will result in processing delays.
- ONLY sign the provided forms – do not date forms unless otherwise instructed.
- Please do not fill out any additional information on the signature forms.

Return the following documents to AFBC within 2 weeks:

A blue ink signature of 'CE' is enclosed in a blue rectangular box with the letters 'DS' in the top right corner.

1) Income Based (IBR) Federal Form

- a. Your signature is required on Page 2. **DO NOT DATE**

2) General Forbearance Request Federal Form

- a. Your signature is required on bottom of page 2. **DO NOT DATE**

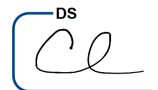
3) Paystubs – For the most recent month

- a. Paystub date range needs to cover at least 30 days of pay, and must be within the most recent 30 days

4) 1040 Tax Return

- a. For most recent filed year - please send a FULL copy of your return.

Return the following documents to AFBC within 6 months:

A blue ink signature of 'CE' is enclosed in a blue rectangular box with the letters 'DS' in the top right corner.

1) Employment Certification for Public Service Loan Forgiveness (PSLF) Federal Form

- a. **This form only applies if you work for a non-profit 501(c)3 or government entity.**
 - i. Step 1: Provide this form to your HR department to complete.
 - ii. Step 2: Your signature and date (date required for this special form) is required at the bottom of page 2.
 - iii. Step 3: Return to AFBC.



Instructions: How to Return Required Documents

1) **Option 1: Email (*Preferred*)**

a. Attach required documents and email to:

Income.doc@afbcenter.com

**Do not email documents to your Account Representative*

**Only email files in PDF format*

2) **Option 2: FAX**

a. Fax securely to: **1-707-222-5200**

b. Alternative fax: **1-888-334-6281**

3) **Option 3: Mail**

a. Mail a physical copy of your documents to:

AFBC

Attn: Documents

311 Professional Center Dr. STE# 200

Rohnert Park, CA 94928

DocuSigned by:

F2CA67B7C128422...



PUBLIC SERVICE LOAN FORGIVENESS (PSLF):

EMPLOYMENT CERTIFICATION FORM

William D. Ford Federal Direct Loan (Direct Loan) Program

OMB No. 1845-0110
Form Approved
Exp. Date 12/31/2017

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [REDACTED] - [REDACTED] - [REDACTED]

Date of Birth [REDACTED]

Name CheTsea Carbonneau

Former Name (if any) _____

Address [REDACTED]

City, State, Zip Code [REDACTED] [REDACTED]

Telephone – Primary [REDACTED]

Telephone – Alternate _____

E-mail (optional) _____

SECTION 2: BORROWER AUTHORIZATIONS, UNDERTANDINGS, AND CERTIFICATIONS

Before signing, carefully read the entire form. For more information about PSLF, visit StudentAid.gov/publicservice.

I authorize:

1. My employer or other entity having records about the employment that is the basis of my request to make information from those records available to the U.S. Department of Education (the Department) or its agents or contractors.
2. The Department (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the telephone number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

I understand that:

1. To qualify for PSLF, I must make 120 qualifying payments on my Direct Loan(s) while employed full-time by a qualifying employer or employers. Neither the 120 qualifying payments nor employment have to be consecutive.
2. To qualify for PSLF, I must be employed full-time by a qualifying employer or employers when I apply for PSLF and when my loan is forgiven.
3. If I qualify for forgiveness, only the remaining balance on my Direct Loan(s) will be forgiven.
4. By submitting this form, my student loan(s) held by the Department will be transferred to FedLoan Servicing.
5. The Department may request supplemental documentation substantiating my employment.
6. The Department will notify me in writing or electronically of the number of qualifying payments I have made while employed full-time by a qualifying employer or employers and the remaining number of qualifying payments I must make before I am eligible to apply for PSLF.
7. The Department will notify me in writing or electronically if the form that I submit is incomplete, or if it determines that my employment or payments do not qualify for PSLF. The Department will explain the reason for the determination and the steps I need to take to correct the form or make qualifying payments.
8. The Department will retain this certification form until I submit my application for forgiveness.

I certify that all of the information I have provided on this form and in any accompanying document is true, complete, and correct to the best of my knowledge and belief.

Check this box if you cannot obtain certification from your employer because the organization is closed or because the organization has refused to certify your employment. The Department will follow up to assist you in getting documentation of your employment. **Complete section 3, but do not complete Section 4.**

Borrower Signature _____ Date _____

SECTION 3: EMPLOYMENT INFORMATION (TO BE COMPLETED BY THE BORROWER OR EMPLOYER)

- 1. Employer Name: _____
- 2. Federal Employer Identification Number (EIN): _____
Your employer's EIN may be found on your Wage and Tax Statement (W-2).
- 3. Employer Address: _____
- 4. Employer Website (if any): _____
- 5. Employment Begin Date: _____
- 6. Employment End Date: _____ **OR**
 Still employed.
- 7. Employment Status: Full-Time Part-Time
- 8. Hours Per Week (Average): _____
Include vacation, leave time, or any leave taken under the Family Medical Leave Act of 1993. If your employer is a 501(c)(3) or a not-for-profit organization, do not include any hours you spent on **religious instruction, worship services, or proselytizing.**
- 9. Is your employer a **governmental** organization?
A governmental organization is a Federal, State, local, or Tribal government organization, agency, or entity, a public child or family service agency, a Tribal college or university, or the Peace Corps or AmericCorps.
 Yes - Skip to Section 4
 No - Continue to Item 10
- 10. Is your employer a tax-exempt organization under section **501(c)(3)** of the Internal Revenue Code?
 Yes - Skip to Section 4.
 No - Continue to Item 11.
- 11. Is your employer a **not-for-profit** organization?
 Yes - Continue to Item 12.
 No - Your employer does not qualify.
- 12. Is your employer a partisan political organization?
 Yes - Your employer does not qualify.
 No - Continue to Item 13.
- 13. Is your employer a labor union?
 Yes - Your employer does not qualify.
 No - Continue to Item 14.
- 14. Does your employer provide any of the below services?
 Yes - Select all the services your employer provides and then continue to Section 4.
 - Emergency management
 - Military service (see Section 6)
 - Public safety
 - Law enforcement (see Section 6)
 - Public interest legal services (see Section 6)
 - Early childhood education (see definition of "public service organization" in Section 6)
 - Public service for individuals with disabilities
 - Public service for the elderly
 - Public health (see definition of "public service organization" in Section 6)
 - Public education
 - Public library services
 - School library services
 - Other school-based services No - Your employer does not qualify.

SECTION 4: EMPLOYER CERTIFICATION (TO BE COMPLETED BY THE EMPLOYER)

- 15. I certify that the information in Section 3 is true, complete, and correct to the best of my knowledge and belief and that I am an authorized official (see Section 6) of the organization named in Section 3. **Complete Items 16-21.**

Note: If any of the information is crossed out or altered in Section 3, you must initial those changes.

- 16. Authorized Official's Name: _____
- 17. Authorized Official's Title: _____
- 18. Authorized Official's Signature: _____
- 19. Authorized Official's Phone: _____
- 20. Authorized Official's Email: _____
- 21. Date: _____



Income-Based (IBR) / Pay As You Earn / Income-Contingent (ICR) Repayment Plan Request
William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program

OMB No. 1845-0102
 Form Approved
 Exp. Date 11-30-2015

Use this form to (1) request an available repayment plan based on your income, (2) provide the required information for the annual reevaluation of your payment amount under one of these plans, or (3) request that your loan holder recalculate your monthly payment amount.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [REDACTED] - [REDACTED] - [REDACTED]

Name **Chelsea Carbonneau**

Address [REDACTED]

City, State, Zip Code [REDACTED]

Telephone - Primary [REDACTED]

Telephone - Alternate () [REDACTED]

E-mail Address (Optional) [REDACTED]

SECTION 2: REPAYMENT PLAN REQUEST

Before completing this form, carefully read the entire form, particularly Sections 7, 8, and 9. Type or print using dark ink. If you need help completing this form, contact your loan holder(s). Return the completed form and any required documentation to the address shown in Section 10. You may be able to complete your request online by visiting studentloans.gov. Information about repayment plans and calculators are available at studentaid.gov.

Other repayment plans, such as extended or graduated, may be available and may offer a lower monthly payment amount. In addition, payment under the IBR, Pay As You Earn, or ICR plans may result in your paying more interest over time and may result in federal income tax liability on any loan amount that is forgiven under these plans.

- Please select the reason that you are completing this request by checking box a, b, or c, below.
 - I am requesting a repayment plan based on my income - Check the plan(s) you are requesting below and then continue to item 2.

	Direct Loan Program Loans*	FFEL Program Loans*
IBR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pay As You Earn	<input type="checkbox"/>	Not Available
ICR	<input type="checkbox"/>	Not Available
I request that my loan holder determine which of the above plans I am eligible for, and place me on the plan with the lowest monthly payment amount.	<input type="checkbox"/> Only IBR will be considered for FFEL Program loans	

* Not all loan types under the FFEL and Direct Loan Programs are eligible for these plans (see Section 8).

For Direct Loan borrowers, your request will apply to all of your loans that are eligible for the plan you choose. For FFEL borrowers, you can exclude eligible loans if you request IBR prior to July 1, 2013. If you are a FFEL borrower and request IBR on or after July 1, 2013, you must repay all loans eligible for IBR under that plan. For all borrowers, you will need to choose a different repayment plan for loans that are not eligible for a repayment plan based on income or they will be placed on the standard repayment plan.

- I am submitting annual documentation for the recalculation of my monthly payment amount under my current repayment plan - Continue to item 2.
 - I am requesting that my loan holder recalculate my current monthly payment amount because my circumstances have changed - Continue to item 2.
- Check this box if you owe eligible loans to more than one loan holder. You must submit a separate request to each holder of the loans you want to repay under the IBR, Pay As You Earn, or ICR plan.

You must promptly submit to your loan holder(s) this completed form and acceptable documentation of your Adjusted Gross Income (see Section 4), or, if applicable, alternative documentation of your current income (see Section 5).

SECTION 3: SPOUSAL INFORMATION

Complete this section if any of the following apply to you:

- You file a joint federal income tax return with your spouse and your spouse has eligible loans. Enter information about your spouse, below.
- You have a joint Direct or FFEL Consolidation Loan that you obtained with your spouse. Enter information about the co-borrower of the loan.
- You and your spouse have Direct Loans and both of you want to repay those loans under the ICR Plan. Enter information about your spouse, below.

3. Spouse's SSN [REDACTED]

4. Spouse's Name [REDACTED]

5. Spouse's Date of Birth [REDACTED]

6. My spouse and I wish to repay our Direct Loans jointly under the ICR Plan.

If you file a joint federal income tax return with your spouse, your loan holder(s) will base your eligibility determination and monthly payment amount on your and your spouse's combined income regardless of whether your spouse has eligible federal student loans. However, if your spouse does not have eligible student loans, you do not need to complete this section.

If you complete this section, your spouse is also required to sign this form. By signing, your spouse is authorizing the loan holder(s) to access information about his or her federal student loans in the National Student Loan Data System (NSLDS). In addition, if the Department is not your loan holder and your FFEL loan holder(s) does not service at least one of your spouse's loans, your loan holder(s) will need detailed information about all of your spouse's loans to accurately evaluate your eligibility and payment amount. Your spouse should log into NSLDS at nslds.ed.gov to give your loan holder(s) access to his or her loan information. To obtain the organization code needed for authorization on NSLDS or for other options to provide the loan details needed on your spouse's loans, contact your loan holder(s).

SECTION 4: FAMILY SIZE AND FEDERAL TAX INFORMATION

7. Enter your family size (as defined in Section 8).

Note: If you do not enter your family size, your loan holder(s) will assume a family size of one. For purposes of these repayment plans, your family size may be different from the number of exemptions you claim on your federal tax return. By signing this form, you are certifying that the family size you enter above is correct.

8. Did you file a federal income tax return for either of the two most recently completed tax years?

- Yes – Continue to Item 9.
 No – Skip to Section 5.

9. Is your current income or your spouse's current income (if you completed Section 3 or file a joint federal income tax return) significantly different than the income used to determine the Adjusted Gross Income* (AGI) reported to the IRS on your most recently filed federal income tax return?

- Yes – Continue to Section 5.
 No – Provide your most recently filed federal income tax return or IRS tax return transcript. Skip to Section 6.

*You can find your Adjusted Gross Income on your most recently filed IRS Form 1040, 1040A, or 1040EZ.

SECTION 5: ALTERNATIVE DOCUMENTATION OF INCOME

To be completed if (1) you did not file a federal income tax return for the two most recently completed tax years, (2) your AGI from your most recently filed federal income tax return does not reasonably reflect your current income (due to circumstances such as the loss of or change in employment), or (3) your loan holder(s) informed you that alternative documentation of income is required.

10. Do you have taxable income? Check "No" if (1) you do not have any income, (2) receive only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) are not required to file a federal income tax return based on the amount of your taxable income.

- Yes – Provide documentation of this income, as described below.
 No – By signing this form, you are certifying that you have no taxable income or are not required to file a federal income tax return based on the amount of your taxable income.

11. If you are married and completed Section 3 or file a joint federal income tax return with your spouse, does your spouse have taxable income? Check "No" if (1) your spouse does not have any income, (2) receives only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) is not required to file a federal income tax return based on the amount of his/her taxable income.

- Yes – Provide documentation of your spouse's income, as described below.
 No – By signing this form, your spouse is certifying that he/she has no taxable income or is not required to file a federal tax return based on the amount of his/her taxable income.

You must provide documentation of all taxable income that you currently receive from all sources (for example, income from employment, unemployment income, dividend income, interest income, tips, alimony). If you are married and completed Section 3 or file a joint federal income tax return, you must also provide documentation of your spouse's taxable income. **Do not report untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.**

You must provide **one piece** of supporting documentation for each source of income (your and your spouse's). For example, documentation includes pay stubs, a letter(s) from your employer(s) listing income, interest or bank statements, or dividend statements. If these forms of documentation are unavailable, attach a signed statement from you or your spouse explaining the income source(s) and giving the name and the address of the source(s).

Unless the frequency is clearly indicated on the documentation that you provide, write on your documentation how often you receive the income, for example, "twice per month" or "every other week". The date on any supporting documentation you provide must be no older than 90 days from the date you sign this form. Copies of original documentation are acceptable.

SECTION 6: BORROWER REQUEST, UNDERSTANDINGS, AGREEMENT, AUTHORIZATION, AND CERTIFICATION

- **I request** to use the plan I selected in Section 2 to repay my eligible Direct Loan or FFEL Program loans held by the holder(s) to which I submit this form. If I selected the option to allow my loan holder(s) to choose my plan, I request my loan holder(s) to place me in the plan with the lowest monthly payment amount. If more than one plan provides the same initial payment amount, I understand that my loan holder will choose the plan that is likely to keep my monthly payment amount lower in subsequent years.
- **I understand** that: **(1)** If I am entering repayment on my loan(s) for the first time and do not provide my loan holder(s) with this completed form and any other documentation required by my loan holder(s), or if I do not qualify for the repayment plan that I requested, I will be placed on the standard repayment plan (see Section 8). **(2)** If I am currently repaying my loan(s) under a different repayment plan and want to change to the repayment plan I selected in Section 2, my loan holder(s) may grant me a forbearance for up to 60 days to collect and process documentation supporting my request for the selected plan. I am not required to make loan payments during this period of forbearance, but interest will continue to accrue. Unpaid interest that accrues during this maximum 60-day forbearance period will not be capitalized (see Section 8). **(3)** If I am delinquent in making payments under my current repayment plan at the time I request one of the repayment plans listed in Section 2, my loan holder(s) may grant me a forbearance to cover any payments that are overdue, or that would be due, at the time I enter the repayment plan I requested. Unpaid interest that accrues during this forbearance period may be capitalized. **(4)** If I am requesting the ICR plan, my initial payment amount will be the amount of interest that accrues each month on my loan(s) until my loan holder receives the income documentation needed to calculate my ICR payment amount. If I cannot afford the initial interest payments, I may request forbearance by contacting my loan holder.
- **I authorize** the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, the U.S. Department of Education, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.
- **I certify** that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Borrower's Signature _____ Date _____

Spouse's Signature (if required) _____ Date _____

Note: Your spouse's signature is required if you completed Section 3 and/or completed Item 11.



GENERAL FORBEARANCE REQUEST

William D. Ford Federal Direct Loan Program

OMB No. 1845-0031
Form Approved
Exp. Date 12/31/2015

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

GFB

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [REDACTED] - [REDACTED] - [REDACTED]
Name Chelsea Carbonneau
Address [REDACTED]
City, State, Zip Code [REDACTED] [REDACTED]
Telephone - Primary ([REDACTED])
Telephone - Alternate ()
E-mail Address (Optional)

SECTION 2: FORBEARANCE REQUEST

Before completing this form, carefully read the entire form, including the instructions and other information in Sections 3, 4, and 5.

■ I am willing but unable to make my current Direct Loan payments due to a temporary hardship. I am requesting this forbearance because I am experiencing a temporary hardship related to one of the following situations (check one):

- Financial difficulties
- Change in employment
- Medical circumstances
- Other (explain): _____

■ If this forbearance request is approved, I want to (check one):

- Temporarily stop making payments; or
- Temporarily make smaller payments of \$ _____ per month.

■ If this forbearance request is approved, I am requesting that the U.S. Department of Education (ED) grant a forbearance on my loan(s) beginning (MM-DD-YYYY)

[REDACTED] and ending (MM-DD-YYYY) [REDACTED] for a period not to exceed 12 months.

SECTION 3: BORROWER/ENDORSER UNDERSTANDINGS AND CERTIFICATIONS

■ I understand that the following terms and conditions apply to this forbearance request:

- (1) ED will not grant this forbearance request unless this form is completed and any required supporting documentation is provided.
- (2) ED may grant a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my forbearance request. ED will not capitalize interest that accrues during this forbearance.
- (3) If I am past due on payments not covered by this forbearance, ED may grant an additional forbearance on my loan(s) to resolve all payments due when my request is processed, and all unpaid interest may be capitalized.
- (4) At the end of the forbearance, I may apply to renew the forbearance if I am still experiencing a financial hardship.
- (5) I will continue to receive billing statements for my current payment amount, which I must pay until I am notified by my servicer that my forbearance request has been granted.
- (6) During the forbearance period, I am not required to make payments of loan principal and interest, but interest will be charged on all of my loans.
- (7) If I requested to temporarily stop making payments, I will receive an interest notice, and I may pay the interest at any time. If I do not pay the interest that accrues on my loan(s), it will be capitalized at the end of the forbearance period.
- (8) If I requested to temporarily make smaller payments, I will receive a monthly notice for the requested payment amount until the forbearance ends, and any unpaid interest that has accrued during the period will be capitalized at the end of the forbearance period.

■ I certify that:

- (1) The information I have provided on this form is true and correct.
- (2) I will provide any additional documentation to ED, as required, to support my continued forbearance status.
- (3) I will notify ED immediately when the condition that qualified me for the forbearance ends.
- (4) I agree to repay my loan(s) according to the terms of my promissory note, regardless of whether the forbearance is granted.

■ I authorize the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, ED, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated dialing equipment or artificial or prerecorded voice or text messages.

BORROWER'S OR ENDORSER'S SIGNATURE: _____ DATE: _____

Carbonneau Attachment B

From: [REDACTED]
To: [REDACTED]
Subject: [REDACTED]
Date: [REDACTED]

My email to them

Sent from my iPhone

Begin forwarded message:

From: Chelsea Carbonneau [REDACTED]
Date: May 26, 2017 at 12:08:33 PM EDT
To: Sonya Griffin <sonya.griffin@afbcenter.com>
Subject: Regarding Carbonneau account

Afternoon,

I have chosen to email at this time because I am unavailable by phone and I have been advised by my loan providers to acquire a paper trail of these discussions.

Back when I signed up for this Loan Forgiveness Program with AFBC in 2015, I was told that these autodraft payments of \$149 (now \$99) would be towards my student loan balance and ultimately would be forgiven after 10 years. A few months ago, I had notified AFBC that I was back in school and inquired information whether I qualified for not paying any student loans until I graduated or I did not because I was in a loan forgiveness program. \$99 transactions have still been taken out of my bank account even though they do not need to be and nobody has provided me with this information; just required me to sign off on Income-based documents.

I was notified by Great Lakes Student Loans yesterday on May 25, 2017 that no communication has been given to them regarding my account and NO payments have been received by them as your company was presumed to be the "middle man" and that I am paying AFBC to perform unneeded tasks. \$2580 has been drafted from my account that could have paid down my loans significantly, and yet they have not. According to them, this is fraud. I will need documentation sent to me via email or postal mail as to where these \$149 and \$99 transactions have been going and why AFBC is continuing to autodraft my account while I am a student. If these loans are to be forgiven at some point in time in the future, how can this occur if my Student Loan provider if no company is receiving these documents?

This email is not to sound rude but I am very stricken by this situation and need answers.

Thank you
Chelsea Carbonneau