

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO.: 17-3742 A

_____)
ANNE BRENSLEY, Individual)
)
Plaintiff,)
)
v.)
)
BANK OF AMERICA, N.A)
)
Defendant)
_____)

Complaint

MICHAEL JOSEPH DURVY
 CLERK / MAGISTRATE
 2011 NOV 16 A 11:54
 SUFFOLK SUPERIOR COURT
 CIVIL CLERK'S OFFICE

I. INTRODUCTION

The Plaintiff, Anne Brensley ("Plaintiff"), bring this action against Bank of America, NA ("Defendant") for Fraud and violations of the Massachusetts Consumer Protection Act, G.L. c 93A § 11 for unfair and deceptive conduct amidst the refusal to remove excessive and fraudulent credit protection fees from the Plaintiff's credit card account, for refusal to provide accurate statements and recordings of the Plaintiff's credit card account, for deceptively stating to the Plaintiff that she could not bring claims against the Defendant and for giving inaccurate information to the credit bureaus (Equifax, Experian, and Transunion).

II. JURISDICTION AND VENUE

The Plaintiff is bringing this action in the proper jurisdiction. The Defendant operates multiple branches in Boston, MA and does regular business there. The Plaintiff operates her business in Boston, MA. The venue is proper in Suffolk Boston, MA pursuant to G.L. c. 93A § 4.

III THE PARTIES

1. The Plaintiff is an individual consumer living in the town of Wayland, MA.
2. The Defendant Bank of America N.A is a National Bank with a principal place of business in Charlotte, North Carolina. Bank of America, N.A. issues, advertises, and monitors the credit cards issued by Bank of America and issued the credit card in this claim.

IV STATEMENT OF FACTS

3. After almost a year of timely payments to a Bank of America (“BofA”) credit card, the Plaintiff noticed she was receiving strange charges on her card and her rate had gone up.
4. In May of 2011 the Plaintiff confronted BofA about the inaccuracies on her account and stated she would not be continuing to make payments until someone could explain to her the BofA interest rate rules, why she was being charged strange fees, and what was going to happen to charges she did not feel were accurate.
5. The Plaintiff was informed that if she failed to make payments she would be sued and she would wind up owing a lot more money than the current charges. The Plaintiff continued to dispute the charges, but continued to make timely payments.
6. In July of 2011 the Plaintiff confronted BofA again about her concerns and reached out to a legal colleague who told her that she could sue BofA and that it was untrue there was no legal action she could take against BofA for inaccurate balances and unapproved fees.

7. In July of 2011 the Plaintiff spoke to BofA who told her she had signed an arbitration clause and that she was not eligible to bring suit. She disagreed with that information, but BofA insisted.

8. The Plaintiff continued to make timely payments, but in Sept of 2011 she told them she wanted to close the account and that she would pay the outstanding balance once it was accurate.

9. Bank of America closed the Plaintiff's account, but then gave her a balance for thousands more than she was aware of. She approached them again about the inaccuracies and asked what she could do to solve the banking issues, balance, and inaccuracies. She was told she had no options, but to pay the balance. The Plaintiff refused to make to pay the balance.

10. In Nov of 2011 all of a sudden the Plaintiff's account without her permission was re-opened. She stopped receiving bank statements from bank of America and collection calls stopped.

11. In 2012 the Plaintiff was made aware that she had an outstanding debt and that it was active and that it was going to be charged off. There were added penalties and interest that were added from the previous balance.

12. In March of 2012 the Plaintiff closed the account again once she found out part of the charges were from a bank of America sponsored credit protection program that she had never even intentionally entered into.

13. In May of 2012 the outstanding balance for the card was charged off. The Plaintiff didn't hear from BofA until 2015.

14. In 2015, BofA registered FP (failed to pay) to the Plaintiff's credit bureaus and reported an FP from May of 2011 all the way through 2015.

15. The Plaintiff called BofA and asked for a full reporting which they refused to give the Plaintiff. They also stated she could not argue the reporting because she had closed the account.

16. In 2017 the Plaintiff checked her credit score while preparing to take out a \$150,000 business loan. She noticed BofA had issued an FP from 2011 all the way through till 2017 ("Exhibit A"). The inaccurate reporting from BofA to the credit bureaus are still greatly hurting the Plaintiff's credit as she does not have any other debt besides student loans.

17. On Sept 5, 2017, the Plaintiff reached out to Paul Kurzeja an attorney at BofA and sent him a notice of intent to file a claim on September 5th 2017 ("Exhibit B"). She also called him. He never confirmed receipt and never called her back. The Plaintiff attempted to work with BofA to resolve this issue, but BofA has refused to even send the accounting fees, original contract, or give me the balance after removing the credit protection fees. She satisfied the 30 day notice of intent window.

18. This claim arises from Bank of America's violation of Massachusetts G.L. 93A unfair business dealings consumer report law.

V. CAUSES OF ACTION

Count I: Fraud

19. Bank of America enrolled the Plaintiff in a credit protection program without her knowledge, charged her fees for that program, and never refunded those expenses. In 2012, Bank of America had to pay a significant fee when the practices they used on

customers for programs like the credit protection program was found to be fraudulent and deceptive by the Consumer Financial Protection Bureau.

Count II: Violation of Mass G. L. c. 93A § 11

Breach of Fair Dealings

20. To this day, Bank of America has refused request from the Plaintiff to go through the supposed outstanding amounts owed to her, refused to send her a copy of my original bank contract and has refused to correct her credit bureau reporting to reflect that she closed the account twice and that there was not an accurate outstanding amount of \$2,243 which is still be reported to the credit bureau.

21. Bank of America has refused to speak or even interact from a legal level with the Plaintiff. The Plaintiff was also told on multiple occasions she could not sue which was inaccurate and was said to deter a customer from taking legal action.

22. Bank of America is hurting the plaintiff's ability to take out business loans, which is hurting her business and creating substantial economic damages.

VI. PRAYERS FOR RELIEF

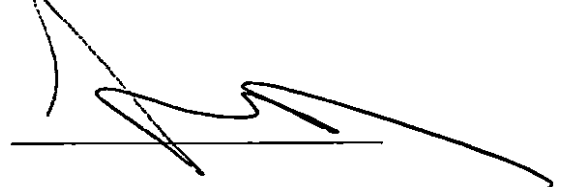
Wherefore, the Plaintiff requests that this court grant the following relief:

1. After trial on the merits, enter judgment in favor of the Plaintiff and order that the defendant pay:
 - a. Civil penalties of \$50,000 for loss of business from not being able to obtain a loan due to the Defendant's actions;
 - b. Plaintiff's hours litigating at \$300 an hour;
 - c. Costs;
 - d. Other relief available under G. L. c. 93A;

- e. Refund of any credit protections fees the Plaintiff paid to the defendant.

The Plaintiff reserves the right to seek additional relief of orders including relief available prior to the commencement of trial.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Anne Brensley', is written over a horizontal line. The signature is fluid and cursive, extending to the right of the line.

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Dated Nov 16, 2017