

HONOR LAW GROUP, PLLC
James M. Cool, State Bar No. 028023
4450 S. Rural Rd., Suite C-220
Tempe, AZ 85282
(602) 282-0223 (office)
(888) 651-1270 (facsimile)
Attorney E-mail: cool@aztrialattorneys.com

The Law Office of Macy D. Hanson, PLLC
Macy D. Hanson, Miss. Bar No. 104197
(Pro hac vice application forthcoming)
102 First Choice Drive
Madison, Mississippi 39110
Telephone: (601) 853-9521
Facsimile: (601) 853-9327
macy@macyhanson.com

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF ARIZONA
PRESCOTT DIVISION**

Brian Winkler

Plaintiff,

v.

GM Law Firm, LLC; Chantel L. Grant;
National Legal Staffing Support, LLC;
Gregory Fishman; Julie Queler; Kevin
Mason; Resolvly, LLC; and John and
Jane Does Defendants 1-5.

Defendants.

Civil Action No. _____

Complaint for: violations of the RICO Act; legal
malpractice; fraud; and breach of the duty of good
faith and fair dealing

COMPLAINT

THE PLAINTIFF, Brian Winkler, files suit against the above-named Defendants, and
pleads as follows:

JURY TRIAL DEMANDED

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INTRODUCTION

1. This is a single-plaintiff consumer case about an illegal nationwide, advanced-fee, student loan debt resolution scam that leaves vulnerable debtors, like the Plaintiff, Brian Winkler, tens of thousands of dollars poorer¹, in exchange for broken promises about impossible legal services that are never, and never could be, actually performed.

2. The Defendants, through their web of business relationships, engage in illegal cold-call-telemarketing to solicit consumers, like Brian Winkler, struggling with their private student loan debt to enroll in the Defendants’ student loan debt resolution “program” – which turns out to be nothing more than the Defendants’ Enterprise’s illegal collection of up-front fees for the performance of little, if any, legitimate legal/debt resolution services.

3. In brief, the “student loan debt resolution” racket at issue in this lawsuit works as follows: Resolvly, LLC, a shell limited liability company controlled by Gregory Fishman and Julie Queler, purchases, or otherwise obtains under false pretenses, sales-leads of consumers, like Brian Winkler, who have large private student loan balances. The Defendants particularly focus their marketing efforts on consumers who are struggling with making timely payments on their student loan accounts.

4. National Legal Staffing Support, LLC (“NLSS”), another shell limited liability company controlled by Gregory Fishman and Julie Queler, cold-calls the consumers, like Brian Winkler, listed on these sales-leads to solicit customers for the “student loan debt resolution program” at issue in this lawsuit. The sales staff² of this racket,

¹ These losses are in addition to Brian Winkler’s consequential damages suffered as a result of the Defendants’ student loan debt resolution “program”, caused by the “program” requiring that all direct payments, and direct communication, to Brian Winkler’s student loan creditors cease. The non-payment to, and non-communication with, Brian Winkler’s student loan creditors has caused Brian Winkler’s non-dischargeable student loan balances to explode, with the Defendants’ motive being to ensure that *their* monthly payments from Brian Winkler’s bank account continue to be made.

² Upon information and belief, the NLSS sales staff is directly supervised by Gregory Fishman and Joseph DeVito, the head NLSS salesman and “fixer” for NLSS and GM Law Firm.

1 employees of Gregory Fishman and Julie Queler’s shell companies, represent to the
2 recipients of these cold-calls, like Brian Winkler, that they work for attorneys, Kevin Mason
3 and Chantel Grant, of the GM Law Firm³, and that they offer a debt resolution program that
4 is guaranteed to eliminate all the consumer’s private student loan debt for payment of fifty
5 cents on the dollar⁴ of the principal balance of the consumer’s total student loan balance.
6

7 5. The Defendants’ marketing pitch to Brian Winkler was as follows: that after
8 completing the Kevin Mason/Chantel Grant/GM Law Firm/NLSS “program” and paying of
9 half of the amount of his total loan balance(s) – paid over 72 equal monthly payments drawn
10 from his bank account by automated clearing house – that Brian Winkler’s entire student
11 loan balance would be completely eliminated.

12 6. These representations, relied upon by Brian Winkler, were lies.

13 7. The attorney marketing fronts for this racket, Florida attorneys, Kevin Mason
14 and Chantel Grant⁵, and their associates at GM Law Firm, provide the cover of legitimacy
15 for the illegal “debt resolution” programs that the Defendants operate. The use of attorney
16 marketing fronts, like Kevin Mason and Chantel Grant, to provide an air of legitimacy to
17 this “debt resolution program” is essential to the racket’s success in enrolling new clients
18 (victims), like Brian Winkler.
19

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21 ³ Initially, the attorney marketing fronts for the Defendants’ “program” were Stuart Goldberg (prior to 2015),
22 followed by Kevin Mason (beginning in 2015), and then Kevin Mason and Chantel Grant of GM Law Firm
(beginning in 2016).

23 ⁴ The Defendants’ marketing agents do not make clear to whom, precisely, these payments ultimately flow. Like
24 all aspects of the Defendants’ “program”, these details are never provided to the Defendants’ clients, like Brian
25 Winkler, even when the clients repeatedly press the Defendants’ agents for these answers.

26 ⁵ Prior to Kevin Mason and Chantel Grant, Florida attorney, Stuart Goldberg, was the attorney marketing front
27 for Defendants’ “program”. However, upon information and belief, Stuart Goldberg discovered that the
28 Defendants’ operation was a scam early into his involvement with it. Stuart Goldberg, then, ended his
relationship with this “program”, but the managers of the Enterprise at issue in this lawsuit – namely, Gregory
Fishman, Julie Queler, and NLSS – continued to use Stuart Goldberg’s name on the “program materials” for
this racket. This practice continued until Kevin Mason and Chantel Grant later became the new attorney
marketing fronts for the Enterprise’s “program” that at issue in this lawsuit.

1 8. Throughout the relevant period (at least since 2015⁶), the Defendants have
 2 engaged individually, and in concert with one another, in unlawful, abusive, and unfair
 3 practices with respect to the attorney-client relationships formed with the Plaintiff, Brian
 4 Winkler.

5 9. Brian Winkler pleads the following claims against the Defendants: (a) claims
 6 for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §
 7 1962(c) as to all Defendants; (b) fraud as to all Defendants (excluding Kevin Mason and
 8 GM Law Firm); (c) claims for attorney malpractice against GM Law Firm, Chantel Grant,
 9 and Kevin Mason; and (d) breaches of the duty of good faith and fair dealing against Kevin
 10 Mason, Chantel Grant, and GM Law Firm, LLC, only.

11
 12 **PARTIES**

13 10. The Plaintiff, Brian Winkler, is an adult citizen of the state of Arizona. He
 14 resides in Cottonwood, Yavapai County, Arizona.

15 11. First-named Defendant, GM⁷ Law Firm, LLC, is a Florida limited liability
 16 company that purports to offer professional legal services to the public. This law firm is
 17 owned and operated by Florida attorneys, Kevin P. Mason and Chantel L. Grant, upon
 18 information and belief - although its activities are controlled by Gregory Fishman and Julie
 19 Queler. Chantel L. Grant, is the registered agent of GM Law Firm, LLC. Its principal place
 20 of business is: 1515 South Federal Highway, Suite 105, Boca Raton, Florida 33432.

21 12. Second-named Defendant, Chantel L. Grant, is a Florida resident and member
 22 of the Florida Bar. Chantel Grant is not licensed to practice law in the state of Georgia.

26 ⁶ Upon information and belief, Chantel Grant’s involvement with this Enterprise did not begin until 2016.

27 ⁷ The “GM” in GM Law Firm stands for Grant and Mason.

1 13. Third-named Defendant, National Legal Staffing Support, LLC (“NLSS”), is a
 2 Delaware limited liability company, with its principal place of business located in the same
 3 building as the offices of the other Defendants in this action, at: 1515 South Federal
 4 Highway, Suite 113, Boca Raton, Florida 33432. NLSS, and its agents, John and Jane Doe
 5 Defendants 1-5, acted as agents and as co-conspirators and co-tortfeasors, acting in
 6 concerted action with the other Defendants, forming a RICO Enterprise, and creating the
 7 basis for joint and several liability on the part of all Defendants in this litigation.
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9 14. Fourth-named Defendant, Gregory Fishman is a Florida citizen. Gregory
 10 Fishman, upon information and belief, is the leader of the RICO Enterprise described in this
 11 Complaint. Gregory Fishman is a veteran of up-front-debt-resolution scams, going back, in
 12 particular, to a similar “credit card debt resolution program” – Debt Be Gone, LLC/Berges
 13 Law Group – that was shut down by a federally-appointed Receiver, after the Federal Trade
 14 Commission initiated litigation against that operation.

15 15. Fifth-named Defendant, Julie Queler, is a Florida citizen. Julie Queler, upon
 16 information and belief, is a primary investor, and business partner, to Gregory Fishman in
 17 this RICO Enterprise. Julie Queler is involved in the day-to-day management of this
 18 Enterprise.

19 16. Sixth-named Defendant, Kevin P. Mason, is a Florida attorney and a founding
 20 member of GM Law Firm. Kevin Mason is not licensed to practice law in the state of
 21 Georgia.
 22

23 17. Seventh-named Defendant, Resolvly, LLC (“Resolvly”), is a Florida limited
 24 liability company, with its principal place of business located in the same building as NLSS,
 25 GM Law Firm, and the former Kevin Mason, P.A., at: 1515 South Federal Highway, Boca
 26 Raton, Florida 33432. Resolvly, and its agents, John and Jane Doe Defendants 1-5, act as
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1 agents and as a co-conspirators and co-tortfeasors, acting in concerted action with the other
2 Defendants, forming a RICO Enterprise, and creating the basis for joint and several liability
3 on the part of all Defendants in this litigation.

4 18. John and Jane Doe Defendants 1-5 (and/or XYZ Business Entity Defendants
5 1-5) are presently unidentified persons or companies who have participated with Defendants
6 in this “student loan debt resolution” scheme, but whose identities are reasonably expected
7 to be revealed during discovery in this litigation.
8

9 **JURISDICTION AND VENUE**

10 19. This Court has jurisdiction over the subject matter of this action pursuant to 28
11 U.S.C. § 1331 and 15 U.S.C. §§ 6101-6108. Further, this Court also has subject matter
12 jurisdiction over this dispute based upon the complete diversity of citizenship of the Plaintiff
13 (Arizona citizen) and all the Defendants (Florida citizens and business entities).

14 20. This Court possesses specific personal jurisdiction over the Defendant in this
15 action based upon their substantial and purposeful contacts with Arizona, the forum state.
16 The Defendants have reached into Arizona, and availed themselves to the jurisdiction of this
17 Court, by soliciting, and continuing regular communications and correspondence with,
18 Brian Winkler.

19 21. Venue for this dispute properly lies with this Court, as this litigation involves
20 substantial alleged acts or omissions which occurred in the boundaries of the United States
21 District Court for the District of Arizona.
22

23 **FACTS**

24 22. On or about early March 2015, Brian Winkler received a telemarketing
25 telephone call from an agent of “NLSS”, on behalf of NLSS and its student loan debt
26 resolution “program”.
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1 23. During this call, the telemarketing sales agent of NLSS, whose identity is
2 currently unknown, described the terms of the purported “student loan debt resolution”
3 settlement program that is at issue in this lawsuit to Brian Winkler.

4 24. Later, after being induced to join the Defendants’ “program” via their material
5 misrepresentations, Brian Winkler was transferred to NLSS/Resolvly’s sales manager, Joe
6 DeVito, who closed Brian Winkler’s enrollment into the Defendants’ “program” over the
7 telephone on, or about, March 5, 2015.

8 25. The terms of the “program” that were represented to Brian Winkler, orally,
9 during the telemarketing telephone calls that NLSS/Resolvly made to him in March 2015,
10 and that induced him to join this purported “program”, are contained in both the “Program
11 Overview” materials and the “Welcome to the Program” materials, which are incorporated,
12 by reference, into this Complaint.

13 26. A copy of the “Program Overview” marketing materials – which also function
14 as a telemarketing sales script⁸ for this Enterprise – provided by the Defendants to Brian
15 Winkler (by reading them, orally, during the telemarketing sales pitches in March 2015) is
16 attached to, and incorporated into, this Complaint as Exhibit “1”.

17 27. Brian Winkler distinctly recalls the agents of the Defendants on the early
18 March 2015 cold-call sales call making to him the exact promises of complete dismissal of
19 his entire student loan debt in exchange for him paying 50% of his total loan balance, paid
20 over 72 monthly-installments, that are contained in Ex. 1 to this Complaint. Brian Winkler,
21 by joining the Defendants’ “program” and making his “program” payments, relied on these
22 false promises of the Defendants, and their sales agents.
23
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25 _____
26 ⁸ Although these materials list Kevin Mason as the “program” attorney, this same script has been used by NLSS
27 to enroll victims, including Brian Winkler, since its inception – and continues to this day, upon information and
28 belief.

1 28. Page 18 of this “Program Overview”, Ex. 1, contains irrefutable examples of
2 the fraudulent misrepresentations made during telemarketing calls to prospective clients,
3 like Brian Winkler, of this racket in order to induce them to agree to the monthly, illegal,
4 advanced-fee, “debt resolution” payments. Page 18 of the standard Kevin Mason/NLSS
5 Welcome Packet states:

6 “The costs of the service are a fixed flat fee that your attorney has allowed you to
7 make monthly installment payments. In order to do this, your attorney utilizes a
8 payment processing company called National Legal Staffing Support. This is the
9 name that will show up on your monthly bank statement. This fee is all that you will
10 have to pay.

11 **Nothing more, nothing less.**

12 You can expect to be debt free with [sic] 39 to 48 months from your first payment. **It**
13 **could be less, but not longer.** The reason being is that the litigation process may
14 take shorter because in many cases the banks and their debt collectors settle within
15 the first 12 months of the lawsuit. This is a good thing.” See Ex. 1, at Page (Slide) 18
16 (emphasis added).

17 29. Although they likely regret it now, the Defendants put their telemarketing
18 sales script, represented to and relied upon by Brian Winkler, in writing when they created
19 their “Program Overview”, Ex. 1.
20

21 30. Brian Winkler does not have the telephone calls recorded, but the exact terms
22 of the specific promises contained on Page 18 of Ex. 1 were made by the NLSS/Resolvly
23 salespersons on all telemarketing calls to him in early March 2015. These marketing calls
24 induced Brian Winkler to sign up for the Defendants’ “student loan debt resolution
25 program”, because it seemed like a no-brainer to enroll in a program that had the legitimacy
26

1 of attorney involvement and oversight that **guaranteed** to have Brian Winkler’s entire
2 student loan balance (\$52,183.00 at the time of enrollment) dismissed for only 50 cents on
3 the dollar.

4 31. Moreover, Brian Winkler was told, during the telemarketing sales calls on the
5 front-end in March 2015, consistent with Page 18 of Ex. 1, that NLSS was the “payment
6 processor” for the “attorneys” who supervise, operate, and manage the “student loan debt
7 resolution program” at issue in this action.

8 32. The truth, it turns out, is that Reliant Account Management, a California-based
9 company, is the payment processor for this so-called “program”; NLSS actually functions as
10 the “law firm”, staying in contact with the clients (although feeding the clients lies, in order
11 to keep the monthly payments from its client, like Brian Winkler, coming for as long as
12 possible); and the “attorneys”, Kevin Mason and Chantel Grant, are phantoms, insofar as
13 they do not directly communicate with their clients, outside of rare occasions (like when
14 litigation gets threatened, and only after jumping through many hoops to get such a call
15 scheduled).

16 33. Further, the “Welcome to the Program” materials/sales script, orally
17 represented to Brian Winkler by the NLSS/Resolvly sales staff, is attached to this Complaint
18 as Exhibit “2”.⁹

19 34. According to the “Welcome to the Program” materials/script: “The Law
20 Office Of Kevin P. Mason P.A. IS A BOUTIQUE MULTI-JURISDICTIONAL LAW
21 FIRM BASED IN SOUTH FLORIDA. OUR PRACTICE IS FOCUSED ON CONSUMER
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25 ⁹ Once again, although these attached materials list “Kevin Mason” and “Kevin Mason, P.A.” as the “program”
26 law firm, the same script was used prior to Kevin Mason’s involvement with this racket (which is believed to
27 have begun in mid-to-late 2015) when Stuart Goldberg was (briefly) the attorney marketing front for this
28 Enterprise.

1 RIGHTS IN STATE AND FEDERAL COURT, AS WELL AS IN ARBITRATION
2 MATTERS. OUR PRACTICE ENCOMPASSES DEFENDING OUR CLIENTS' RIGHTS
3 AGAINST ABUSIVE AND ILLEGAL PRACTICES BY DEBT COLLECTORS,
4 CREDITORS, AND CREDIT REPORTING AGENCIES. THE STAFF AT The Law Office
5 Of Kevin P. Mason P.A. HAS MANY YEARS OF EXPERIENCE REPRESENTING
6 PEOPLE LIKE YOU, THE AMERICAN CONSUMER, WHO IS FACING A VARIETY
7 OF LEGAL ISSUES. OUR NETWORK OF ATTORNEYS AND PROFESSIONAL
8 STAFF WILL PROVIDE EXPERT GUIDANCE AND REPRESENTATION. WE HAVE
9 DEDICATED OUR CAREERS TO STANDING UP FOR YOUR RIGHTS. WE WILL
10 ENSURE THAT THE BEST POSSIBLE OUTCOME IN YOUR LEGAL MATTER IS
11 ACHIEVED.” Ex. 2, “Welcome to the Program” materials/script, at Page 3.
12

13 35. Yet, perplexingly, and despite the “Welcome to the Program” materials, Ex. 2,
14 claiming to be from “your attorney”, Kevin Mason, and “your law firm”, Kevin Mason, P.A.
15 (now replaced by the entity, GM Law Firm), the final page (Page 20) of Ex. 2 contains the
16 following contact information for the “program”:

17 **ADDITIONAL QUESTIONS?**
18 CONTACT US.



21 **NATIONAL**
22 **LEGAL STAFFING SUPPORT**

23 PHONE: 1-877-212-6920

FAX: 866-219-7237

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25
26 ¹⁰ This was the same situation when Stuart Goldberg was briefly the attorney marketing front for this racket in
27 early 2015, when Brian Winkler was signed up into the Defendants’ “program”. The names of the attorney
28 marketing fronts, and their law firms, are interchangeable in this Gregory Fishman/Julie Queler/NLSS/Resolvly
operation.

1 36. A copy of Brian Winkler’s March 5, 2015, engagement letter with original
2 NLSS attorney marketing front, Stuart Goldberg, is attached to, and incorporated into, this
3 Complaint as Exhibit “3”.

4 37. NLSS, via advanced-fee payments processed by Reliant Account Management
5 (RAM), drafted \$362.28 for 60 months (**for an out-of-pocket total of \$21,736.89**) from
6 Brian Winkler’s bank account, without providing him any debt resolution, or legal services,
7 of any value, whatsoever. As a matter of fact, the Defendants’ “program” has caused Brian
8 Winkler to go into default on his student loans, with large fees and interest being added to
9 his student loan balance. Brian Winkler’s credit has, consequently, been severely harmed by
10 these reported student loan defaults. Further, Brian Winkler faces imminent litigation from
11 the holders of his student loan debt, with interest and fees, due to these defaults.

12 38. The Defendants are masters at building trust in the client of this “program”;
13 trust that is abused to steal the illegal, advanced-fee, monthly “program” payments from
14 their client. For instance, one of the Defendants’ methods at building, and maintaining, the
15 trust of their client was bi-weekly telephone calls with “paralegals” from the “program”
16 where these agents of the Enterprise would string along client, like Brian Winkler, with
17 puffery such as: “everything is going great on your account”; “these things take time: it’s a
18 lot of hurry up and wait”; “and this is just how the process works.” Ismael Avila is the main,
19 but not the only, “program paralegal” who handled Brian Winkler’s bi-weekly “program”
20 check-up calls.
21

22 39. Further, the Defendants even created a client newsletter, the GM Law Firm
23 Newsletter, that they sent to the “program’s” clients, including Brian Winkler, in April
24 2018, to continue to maintain their trust (and keep the monthly ACH payments flowing to
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1 the Defendants). A copy of this April 2018 Program Newsletter is attached to, and
2 incorporated into, this Complaint as Exhibit “4”.

3 40. Brian Winkler grew suspicious of the Defendants’ program in February 2020,
4 after he could not get answers to his satisfaction from the Defendants about the purported
5 progress being made on the resolution of his student loan balance.

6 41. Brian Winkler cancelled his enrollment in the Defendants’ program in April of
7 2020, after making 60 months of payments, in good faith, to the Defendants. The out-of-
8 pocket loss of \$21,736.89, alone, has financially devastated Brian Winkler.

9 42. Further, this financial loss has caused Brian Winkler a cascade of
10 consequential financial, hedonic, and psychological harm to be described to the jury at trial.

11 **TOLLING OF THE APPLICABLE STATUTES OF LIMITATIONS**

12 43. Brian Winkler had no way of knowing the true nature and extent of
13 Defendants’ illegal advanced-fee “student loan debt resolution” telemarketing scheme
14 necessary to prosecute his claims until April 2020, when he finally discovered that the
15 Defendants’ “program” is not what he was promised. As demonstrated in this Complaint,
16 the Defendants were intent on hiding their behavior from Brian Winkler to keep his monthly
17 payments to them flowing.

18 44. Defendants were under a continuous duty to disclose to Brian Winkler the true
19 character, quality, and nature of the legal representation, and other “student loan debt
20 resolution” services, that they were providing.

21 45. Defendants knowingly and actively concealed their illegal advanced-fee
22 “student loan debt resolution” telemarketing scheme, and Brian Winkler reasonably relied
23 upon Defendants’ knowing and active concealment. Brian Winkler had no way of knowing
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1 the true character, quality, and nature of the legal representation for which he had been
2 charged.

3 46. Accordingly, the applicable statutes of limitations have been tolled by
4 operation of the discovery rule and Defendants' concealment with respect to all claims
5 pleaded in this Complaint. Due to this, Defendants are estopped from relying on any statutes
6 of limitations in defense of this action. Further, Defendants' conduct, as directed by Gregory
7 Fishman, Julie Queler, Kevin Mason, and Chantel Grant, was part of a continuing,
8 systematic practice, with the last act in this ongoing illegal, advanced-fee "student loan debt
9 resolution" telemarketing scheme taking place within the applicable statute of limitations.
10 As such, the Defendants are liable for all acts undertaken as part of the scheme as
11 continuing violations.
12

13 **COUNT ONE – VIOLATIONS OF THE RACKETEER INFLUENCED**
14 **AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. § 1962(C), AGAINST ALL**
15 **DEFENDANTS**

16 47. Brian Winkler hereby incorporates, by reference, the preceding paragraphs of
17 this Complaint.

18 48. Brian Winkler is a "person" as that term is defined in 18 U.S.C. §§ 1961(3)
19 and 1962(c).

20 **A. Enterprise**

21 49. For purposes of this claim, the RICO "enterprise" is an association-in-fact, as
22 the term is defined in 18 U.S.C. §§ 1961(4) and 1962(c), consisting of GM Law Firm, LLC;
23 Kevin P. Mason, individually; Chantel L. Grant, individually; National Legal Staffing
24 Support, LLC; Resolvly, LLC; Gregory Fishman, individually; Julie Queler, individually;
25 and John and Jane Doe Defendants 1-5, and XYZ Business Entities ("the Enterprise"). The
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1 Enterprise is separate and distinct from the persons and businesses that constitute the
2 Enterprise.

3 50. The Enterprise was primarily managed by Gregory Fishman, Julie Queler,
4 Kevin Mason, and Chantel Grant.

5 51. The companies and individuals that constitute the Enterprise were associated
6 for the common purpose of defrauding their clients by charging them for illegal, advanced-
7 fee “student loan debt resolution” legal services, via a nationwide cold-call telemarketing
8 operation¹¹, and otherwise defrauding clients out of their monthly fees based upon promises
9 of complete student loan debt elimination through their “program”.

10 52. At all relevant times, the Enterprise was engaged in, and its activities affected,
11 interstate commerce. The proceeds of the Enterprise were distributed to its participants.

12 53. The Enterprise has operated from at least January 2015 and its operation is
13 ongoing. The Enterprise has an ascertainable structure separate and apart from the pattern of
14 racketeering activity in which the participants engage.

15
16 **B. The Pattern of Racketeering Activity**

17 54. At all relevant times, in violation of 18 U.S.C. § 1962(c), Gregory Fishman,
18 Julie Queler, Kevin Mason, and Chantel Grant have managed the affairs of the Enterprise
19 through a pattern of racketeering activity as defined in RICO, 18 U.S.C. § 1961(5), as
20 described in this Complaint. Gregory Fishman, Kevin Mason, and Chantel Grant have
21 conducted the affairs of the Enterprise and participated in the operation and management of
22 the Enterprise. Gregory Fishman and Julie Queler participate in this pattern of racketeering
23 activity through the business entities, National Legal Staffing Support and Resolvly (and,
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26 _____
27 ¹¹ With sales leads of vulnerable student loan debtors, like Brian Winkler, supplied to the Enterprise by Resolvly.

1 quite likely, other presently unknown business entities controlled by Gregory Fishman and
2 Julie Queler).

3 **C. The Predicate Acts of Mail and Wire Fraud**

4 55. The pattern of racketeering activity consisted of mail and/or wire fraud in
5 violation of 18 U.S.C. §§ 1341 and 1343. Specifically, Kevin Mason, Chantel Grant,
6 Gregory Fishman, NLSS, and Resolvly, engaged in an intentional scheme or artifice to
7 defraud their clients into setting up monthly auto-draft payments under the false, or
8 negligent, premise that the Defendants would completely eliminate their clients' student
9 loan balances with their respective creditors for payment of 50% of their total loan balance,
10 paid over several years of monthly payments to NLSS/Kevin Mason/GM Law Firm, via
11 RAM as the payment-processor.
12

13 56. Of course, the Enterprise's impossible promises of total student loan debt
14 elimination never happen. The Defendants simply pocket these "plan payments" and
15 otherwise convert them for their own, personal gain. Not one cent of this money flows to the
16 consumers' student loan creditors. The Defendants never settle any of the consumers'
17 student loan accounts as a part of their "program".

18 57. The false statements and omissions, and mail and/or wire communications that
19 were made by NLSS/Kevin Mason/Resolvly/GM Law Firm/Chantel Grant and John and
20 Jane Does Defendants 1-5/XYZ Business Entity Defendants 1-5 in furtherance of the
21 scheme constitute predicate acts of mail and/or wire fraud.
22

23 58. It was reasonably foreseeable to all Defendants that the mails and/or wires
24 would be used in furtherance of the scheme, and the mails and/or wires were in fact used to
25 further and execute the scheme.
26

1 59. The nature and pervasiveness of the Enterprise necessarily entailed frequent
2 wire and/or mail transmissions. The precise dates of such transmissions cannot be alleged
3 without access to the books and records of the Defendants. Nevertheless, Brian Winkler can
4 allege such transmissions to himself, personally. The client emails, and bi-weekly client
5 calls between NLSS/GM Law Firm and the victims of this racket, including Brian Winkler,
6 were all aimed at keeping the monthly payments to the Defendants flowing.
7

8 60. For the purpose of furthering and executing the scheme, the Defendants
9 regularly transmitted and caused to be transmitted by means of wire communication in
10 interstate commerce writings, electronic data and funds, and also regularly caused matters
11 and things to be placed in post offices or authorized depositories, or deposited or caused to
12 be deposited matters or things to be sent or delivered by private or commercial interstate
13 carriers.

14 61. These communications contained both affirmative misrepresentations about
15 the nature of the “program” charges, and were also intended to deceive Brian Winkler, and
16 many others, into believing that the monthly “program” charges assessed to their bank
17 accounts was legitimate and would result in the complete satisfaction of their student loan
18 debts.

19 62. These are only examples of certain instances of the pattern of racketeering
20 activity consisting of mail and/or wire fraud violations engaged in by the Defendants. Each
21 electronic and/or postal transmission was incident to an essential part of the scheme. As
22 detailed above, the Defendants engaged in similar activities with respect to Brian Winkler,
23 and likely thousands of other victims, nationwide.
24

25 63. Each interstate wire transfer of funds from Brian Winkler to RAM, and then
26 from RAM to NLSS (and presumably further downstream transfers, from there, to the other
27
28

1 participants in this Enterprise), was incident to an essential part of the scheme. As detailed
2 above, the Defendants engaged in similar activities with respect to Brian Winkler, and
3 thousands more, nationally.

4 64. Additionally, each such electronic and/or postal transmission constituted a
5 predicate act of wire and/or mail fraud in that each transmission furthered and executed the
6 scheme to defraud the Defendants' clients, including Brian Winkler.

7 65. The predicate acts of mail and wire fraud constitute a pattern of racketeering
8 activity as defined in 18 U.S.C. § 1961(5). The predicate acts were not isolated events, but
9 related acts aimed at the common purpose and goal of defrauding the Defendants' clients to
10 pay unlawful, monthly, advanced-fees for cold-call telemarketed "student loan debt
11 resolution" legal services (as a part of a "program" that also does not exist), solely in order
12 for the Defendants to reap illicit profits.

13 66. Additionally, Defendants, NLSS/Resolvly/Gregory Fishman/Julie
14 Queler/Kevin Mason/GM Law Firm/Chantel Grant/John and Jane Doe Defendants 1-5
15 and/or XYZ Business Entities 1-5 all directly engaged in a pattern of racketeering activity,
16 as defined in 18 U.S.C. § 1961(5), by their repeated, flagrant, and continuing violations of
17 16 C.F.R. § 310.4(a)(5)(i)'s prohibition on the collection of payment of advanced-fees for
18 telemarketed "debt relief services" prior to the underlying consumer debts having either
19 been settled or renegotiated.

20 67. Even further, Defendants, NLSS/Resolvly/Gregory Fishman/Julie
21 Queler/Kevin Mason/Kevin Mason, P.A./Chantel Grant/John and Jane Doe Defendants 1-
22 5/XYZ Business Entities 1-5 all directly engaged in a pattern of racketeering activity, as
23 defined in 18 U.S.C. § 1961(5), by their repeated, flagrant, and continuing violations of 16
24 C.F.R. § 310.3(a)(2)(x). This is because the Telemarketing Sales Rules prohibit sellers and
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1 telemarketers from misrepresenting, directly or by implication, any material aspect of any
2 debt relief service, including, but not limited to, the amount of money or the percentage of
3 the debt amount that a customer may save by using the service.

4 68. All Defendants have substantially participated in these predicate acts. These
5 activities amounted to a common course of conduct, with similar pattern and purpose,
6 intended to deceive borrowers.

7
8 **D. Injury to Brian Winkler**

9 69. As a direct and proximate result of violations of 18 U.S.C. § 1962(c) by
10 Defendants, Brian Winkler has been injured in his business or property within the meaning
11 of 18 U.S.C. § 1964(c). Brian Winkler paid and was charged for unlawful, monthly auto-
12 draft charges to his bank account by reason, and as a direct, proximate, and foreseeable
13 result, of the scheme alleged.

14 70. Under the provisions of 18 U.S.C. § 1964(c), all Defendants are jointly and
15 severally liable to Brian Winkler for three times the damages sustained, plus the costs of
16 bringing this suit, including reasonable attorneys' fees.

17
18 **COUNT TWO – FRAUD**
19 **AGAINST ALL DEFENDANTS (OTHER THAN GM LAW FIRM, LLC, AND**
20 **KEVIN MASON)**

21 71. Brian Winkler incorporates, by reference, the preceding paragraphs of this
22 Complaint.

23 72. The intentional misrepresentation of material facts related to the Defendants'
24 purported student loan debt resolution “program” made by Defendants, NLSS/Chantel
25 Grant/Resolvly/Gregory Fishman/Julie Queler, and their agents working on their behalf, and
26

1 under their instruction, to Brian Winkler constitute separate frauds that have been
2 committed against him, as detailed in this Complaint.

3 73. The Defendants have committed, or actively participated in, knowing and
4 intentional misrepresentations of the services provided by the student loan debt resolution
5 “program” that is at issue in this lawsuit. These misrepresentations – that Brian Winkler will
6 be entirely debt free from his student loans for payment of 50% of his total student loan
7 balance, in connection with the “program”, over 72 months of monthly “program” payments
8 – were material and they are knowingly false.

9
10 74. As a result of his reasonable reliance on NLSS’/Chantel Grants’/Gregory
11 Fishman’s/Julie Queler’s/Resolvly’s, and their agents’, fraudulent misrepresentations,
12 detailed in this Complaint, Brian Winkler has suffered an ascertainable loss of money,
13 property, and other consequential and hedonic damages.

14 75. As a result of NLSS’/Chantel Grants’/Gregory Fishman’s/Julie
15 Queler’s/Resolvly’s, and their agents’, fraudulent misrepresentations about their student
16 loan debt resolution “program”, Brian Winkler is entitled to recover compensatory damages,
17 all costs of litigation, along with punitive damages in an amount sufficient to deter such
18 conduct in the future, and attorney’s fees.

19
20 **COUNT THREE – LEGAL MALPRACTICE**
21 **AGAINST DEFENDANTS, GM LAW FIRM, CHANTEL GRANT, KEVIN MASON**
22 **AND JOHN AND JANE DOE ATTORNEY DEFENDANTS 1-5**

23 76. Brian Winkler incorporates, by reference, the facts pleaded in the preceding
24 paragraphs of this Complaint.

25 77. Attorneys, Kevin Mason, Chantel Grant, and their law firm, GM Law Firm,
26 and currently unidentified attorneys and business entities working with these attorneys and

1 law firms (John and Jane Does 1-5), have committed breaches of the tort-based duties that
2 they owed to Brian Winkler, as their client.

3 78. As a result of his trust of Chantel Grant's, Kevin Mason's, and GM Law
4 Firm's negligent omissions/negligent legal services – believing that these attorney and law
5 firm Defendants would eliminate his student loan debts, as promised – Brian Winkler has
6 suffered an ascertainable loss of money, property, and other consequential and hedonic
7 damages (including damage to his credit reports).

8 79. Further, these attorney and law firm Defendants violated the professional
9 duties that they owed to Brian Winkler when they charged him their illegal, and
10 unreasonable¹², advanced-fees for the telemarketed student loan debt relief promised to
11 Brian Winkler, described in this Complaint, but that these attorney and law firm Defendants
12 never actually provided.

13 80. Based upon this professional negligence cause of action against these attorney
14 and law firm Defendants, Chantel Grant/Kevin Mason/GM Law Firm, Brian Winkler
15 demands a judgment against these Defendants, jointly and severally, for: all actual damages
16 suffered as a result of the negligence of these Defendants; all consequential damages
17 suffered as a result of the negligence of these Defendants; a refund of all monies paid to
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19
20
21
22 ¹² Payment of \$26,091.50* in so-called “legal fees” for only form cease and desist letters sent to Brian Winkler’s
23 student loan creditors (and the April 2018 issue of the Program Newsletter, Ex. 4 to this Complaint). These
24 cease and desist letters, in fact, only **harmed** Brian Winkler, since they concealed from him the severe
25 delinquency on his student loans that resulted from the Defendants’ “program”. The real purpose of these cease
26 and desist letters is not to benefit the Defendants’ clients, like Brian Winkler, but to conceal the student loan
27 delinquencies from the Defendants’ clients in order to maximize the amount of monthly payments the
28 Defendants receive, before their clients (victims) inevitably discover that they have been lied to, and defrauded,
by the Defendants.

*It is telling, but not surprising, that the Defendants’ scheme made sure to include the extra fifty cents in their
illegal, advanced-fee, student debt resolution “program” fees.

1 these Defendants, with pre-and-post judgment interest; all attorney’s fees; and all costs of
2 litigation.

3
4 **COUNT FOUR – BREACHES OF THE DUTY OF GOOD FAITH AND FAIR**
5 **DEALING AGAINST ALL DEFENDANTS**

6 81. Brian Winkler incorporates, by reference, the facts pleaded in the preceding
7 paragraphs of this Complaint.

8 82. All Defendants – as described with particularity throughout this Complaint –
9 have repeatedly violated the duties of good faith and fair dealing that they owed to Brian
10 Winkler. This is because, through their RICO Enterprise, the Defendants have all profited
11 from their concerted frauds perpetuated against Brian Winkler.

12 83. Specifically, Defendants, NLSS/Kevin Mason/GM Law Firm/Chantel
13 Grant/Gregory Fishman/Julie Queler/Resolvly, and their agents, have committed willful
14 breaches of the duty of good faith and fair dealing owed to Brian Winkler when they
15 unlawfully, and dishonestly, solicited advanced-fees **contract** for the telemarketed student
16 loan debt resolution “program”, from Brian Winkler.

17 84. As a sole and proximate result of these wrongful acts on the part of all
18 Defendants, respectively and collectively, Brian Winkler demands a judgment against them,
19 jointly and severally, for: all actual damages suffered as a result of Defendants’ wrongful
20 and dishonest conduct; a refund of all client-monies charged by the Defendants, with pre-
21 and-post judgment interest; all attorney’s fees; costs of litigation; and punitive damages.

22
23 **PRAYER FOR RELIEF**

24 85. Brian Winkler requests that this Court enter a judgment against Defendants
25 and in favor of him, and award the following relief:
26

- 1 a. that the conduct described in this Complaint be declared, adjudged, and
2 decreed to be unlawful;
3 b. award Brian Winkler appropriate relief, including actual damages,
4 statutory damages, treble damages, punitive damages, and restitutionary
5 disgorgement;
6 c. award all costs of prosecuting the litigation, including expert fees;
7 d. award pre-and-post-judgment interest;
8 e. award attorneys' fees; and
9 f. grant such additional relief as this Court may deem just and proper.
10

11 BRIAN WINKLER
12 *The Plaintiff*

13 By: /s/ James Cool
14 **HONOR LAW GROUP, PLLC**
15 James M. Cool
16 State Bar No. 028023
17 4450 S. Rural Road
18 Suite C-220
19 Tempe, AZ 85282
20 (602) 282-0223 (office)
21 (888) 651-1270 (facsimile)
22 cool@aztrialattorneys.com

23 *Local Counsel for Plaintiff*

24 By: /s/ Macy D. Hanson
25 **(Pro hac vice application forthcoming)**
26 Macy D. Hanson
27 Miss. Bar No. 104197
28 macy@macyhanson.com
The Law Office of Macy D. Hanson, PLLC
102 First Choice Drive
Madison, Mississippi 39110
Telephone: (601) 853-9521
Facsimile: (601) 853-9327