

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT
CIVIL ACTION NO. 1983CV01151 C

MARK BLAND, SR., on behalf of himself and)
all others similarly situated,)
)
Plaintiff,)
)
v.)
)
GREAT LAKES EDUCATIONAL LOAN)
SERVICES, INC.,)
)
Defendant.)

ANSWER TO CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Defendant Great Lakes Educational Loan Services, Inc. (“Great Lakes”), through undersigned counsel, hereby submits its Answer to the Class Action Complaint and Demand for Jury Trial (“Complaint”) and responds to the individually numbered paragraphs of the Complaint as follows:

1. Great Lakes admits that it services student loans. The allegation in Paragraph 1 of the Complaint that Great Lakes “is a one of the largest student loan servicers in the United States” is vague. Great Lakes, therefore, is without sufficient information to admit or deny the remaining allegations in Paragraph 1 of the Complaint and denies them.

2. The allegations in Paragraph 2 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes admits that it places and receives calls and texts to and from consumers residing in Massachusetts for the purpose of servicing consumers’ student loans but denies any violation of 940 CMR § 7.04(1)(f). The legal authorities referenced in

Paragraph 2 of the Complaint speak for themselves. To the extent that the legal quotations and citations in Paragraph 2 of the Complaint are inaccurate, Great Lakes denies them. Great Lakes denies the remaining allegations in Paragraph 2 of the Complaint.

3. Great Lakes is without sufficient information to admit or deny the allegations in Paragraph 3 of the Complaint and, therefore, denies them and denies any violation of 940 CMR § 7.04(1)(f).

4. The allegations in Paragraph 4 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies class certification or relief is appropriate and denies Plaintiff is entitled to any of the relief requested. Great Lakes denies the remaining allegations in Paragraph 4 of the Complaint.

5. Great Lakes admits that its records reveal an address for Mr. Bland in Brockton, Plymouth County, Massachusetts. Great Lakes is without sufficient information to admit or deny whether Mr. Bland still resides in Brockton, Plymouth County, Massachusetts. The remaining allegations in Paragraph 5 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the remaining allegations are construed to require a response, Great Lakes denies them.

6. The allegations in Paragraph 6 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes admits that it services student loans and has a principal place of business at 2401 International Lane, Madison, Wisconsin 53704. Great Lakes denies the remaining allegations in Paragraph 6 of the Complaint.

7. Great Lakes admits that it is an indirect subsidiary of Nelnet, Inc. as of 2018. Great Lakes denies the remaining allegations in Paragraph 7 of the Complaint.

8. The allegations in Paragraph 8 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes admits it does not maintain a place of business in Massachusetts and is not aware of it keeping any assets in Massachusetts.

9. The allegations in Paragraph 9 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes admits Plaintiff has incurred at least one student loan, which has, at times, been more than thirty (30) days delinquent. Great Lakes denies the remaining allegations in Paragraph 9 of the Complaint.

10. The allegations in Paragraph 10 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes admits that it initiated verbal and written communications to Plaintiff for the purpose of servicing his student loans. Great Lakes denies the remaining allegations in Paragraph 10 of the Complaint.

11. Great Lakes denies the allegations in Paragraph 11 of the Complaint.

12. Great Lakes admits that, within the last four years, it placed telephone calls to a telephone number which Great Lakes' records indicate is Plaintiff's cellular telephone for the purpose of servicing Plaintiff's student loans. Great Lakes is without sufficient information to admit or deny the remaining allegations in Paragraph 12 of the Complaint and, therefore, denies them.

13. Great Lakes admits that it called the telephone number 860-816-8089 and that its records indicate the number is Plaintiff's cellular telephone. Great Lakes, however, is without sufficient information to admit or deny whether the number called was in fact Plaintiff's cellular telephone and, therefore, denies the allegation.

14. Great Lakes admits the allegations in Paragraph 14 of the Complaint.

15. Great Lakes admits that it attempted to contact Plaintiff via telephone more than twice in a seven-day period for the purpose of servicing Plaintiff's student loans. Great Lakes denies the remaining allegations in Paragraph 15 of the Complaint.

16. Great Lakes admits that it attempted to contact Plaintiff via telephone twice on September 5, 2019, and once on September 9, 2019, for the purpose of servicing Plaintiff's student loans. Great Lakes admits that its records indicate the number called is Plaintiff's cellular telephone. Great Lakes, however, is without sufficient information to admit or deny whether the number called was in fact Plaintiff's cellular telephone and, therefore, denies the allegation. Great Lakes denies the remaining allegations in Paragraph 16 of the Complaint.

17. Great Lakes is without sufficient information to admit or deny the allegations in Paragraph 17 of the Complaint and, therefore, denies them.

18. Great Lakes is without sufficient information to admit or deny the allegations in Paragraph 18 of the Complaint and, therefore, denies them.

19. Great Lakes is without sufficient information to admit or deny the allegations in Paragraph 19 of the Complaint and, therefore, denies them.

20. The allegations in Paragraph 20 of the Complaint are not averments to which responses are required. To the extent that responses are required, Great Lakes denies class

certification or relief is appropriate and denies Plaintiff is entitled to any of the relief requested.

21. The allegations in Paragraph 21 of the Complaint are not averments to which responses are required. To the extent that responses are required, Great Lakes denies class certification or relief is appropriate and denies Plaintiff is entitled to any of the relief requested.

22. Great Lakes denies the allegations in Paragraph 22 of the Complaint.

23. Great Lakes denies class certification or relief is appropriate and denies Plaintiff is entitled to any of the relief requested. Great Lakes denies the remaining allegations in Paragraph 23 of the Complaint.

24. Great Lakes is without sufficient information to admit or deny the allegation concerning Plaintiff's belief as to the size of the alleged putative class and, therefore, denies the allegation. Great Lakes denies class certification or relief is appropriate and denies Plaintiff is entitled to any of the relief requested. Great Lakes denies the remaining allegations in Paragraph 24 of the Complaint.

25. The allegations in Paragraph 25 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies class certification or relief is appropriate and denies the allegations in Paragraph 25 of the Complaint.

26. The allegations in Paragraph 26 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies class certification or relief is appropriate and denies the allegations in Paragraph 26 of the Complaint.

27. The allegations in Paragraph 27 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies class certification or relief is appropriate, denies Plaintiff is entitled to any relief, and denies the allegations in Paragraph 27 of the Complaint.

28. Great Lakes denies the allegations in Paragraph 28 of the Complaint.

29. The allegations in Paragraph 29 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies class certification or relief is appropriate, denies Plaintiff is entitled to any relief, and denies the allegations in Paragraph 29 of the Complaint.

30. Great Lakes is without sufficient information to admit or deny the allegations in Paragraph 30 of the Complaint and, therefore, denies them.

31. Great Lakes denies the allegations in Paragraph 31 of the Complaint.

32. Great Lakes denies the allegations in Paragraph 32 of the Complaint.

33. Great Lakes denies the allegations in Paragraph 33 of the Complaint

34. Great Lakes denies the allegations in Paragraph 34 of the Complaint

35. Great Lakes denies the allegations in Paragraph 35 of the Complaint.

36. Great Lakes incorporates its responses to Paragraphs 1-35 as though fully set forth herein.

37. The allegations in Paragraph 37 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies them and denies Plaintiff is entitled to any of the relief requested.

38 The allegations in Paragraph 38 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies them and denies Plaintiff is entitled to any of the relief requested.

39. The allegations in Paragraph 39 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies them and denies Plaintiff is entitled to any of the relief requested.

40. The allegations in Paragraph 40 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies them and denies Plaintiff is entitled to any of the relief requested.

41. The allegations in Paragraph 41 of the Complaint contain legal conclusions to which no response is required and are also vague. To the extent the allegations are construed to require a response, Great Lakes denies them and denies Plaintiff or the alleged putative class members are entitled to any of the relief requested.

RESPONSE TO DEMAND FOR RELIEF: Great Lakes states that the allegations set forth in the Demand for Relief following Paragraph 41 of the Complaint are not averments to which responses are required. To the extent that responses are required, Great Lakes denies that Plaintiff or the alleged putative class members are entitled to any of the relief requested. Further, Great Lakes denies each and every allegation in the Complaint that is not specifically admitted herein and denies Plaintiff is entitled to a jury trial on the counts asserted.

AFFIRMATIVE DEFENSES

Without admitting or implying that Great Lakes bears the burden of proof as to any defense, Great Lakes asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has suffered no actual, concrete injury, and has not sought to recover for any actual, concrete injury, and, therefore, has no standing to bring the claims.

THIRD AFFIRMATIVE DEFENSE

Plaintiff seeks damages, if any, for which Great Lakes is not responsible and that may have been caused by third parties. Through discovery in this action, Great Lakes expects to obtain additional evidence in support of this affirmative defense.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's damages and losses, if any, are the proximate result of intervening events. Through discovery in this action, Great Lakes expects to obtain additional evidence in support of this affirmative defense.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages, if any. Through discovery in this action, Great Lakes expects to obtain additional evidence in support of this affirmative defense.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by equitable estoppel, unclean hands, and laches. Through discovery in this action, Great Lakes expects to obtain additional evidence in support of this affirmative defense.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because they are unconstitutional under the Supremacy Clause and the First Amendment.

EIGHTH AFFIRMATIVE DEFENSE

Damages sustained by Plaintiff, if any, were, at least in part, caused by the actions of Plaintiff himself, and resulted from Plaintiff's own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Great Lakes. Through discovery in this action, Great Lakes expects to obtain additional evidence in support of this affirmative defense.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by Plaintiff's consent to or request for calls and texts from Great Lakes.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Great Lakes' attempted communications with Plaintiff were unsuccessful.

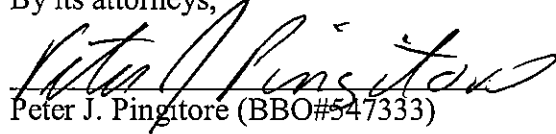
ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to a jury trial on the counts asserted.

Great Lakes reserves the right to amend and/or supplement these affirmative and other defenses as this matter proceeds.

WHEREFORE, Great Lakes respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that judgment be entered in favor of Great Lakes for its attorneys' fees and costs expended in defense hereof and for any other relief that the Court deems proper.

DEFENDANT GREAT LAKES
EDUCATIONAL LOAN SERVICES, INC.,
By its attorneys,



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John D. Fitzpatrick (BBO#550059)

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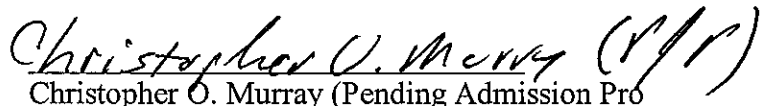
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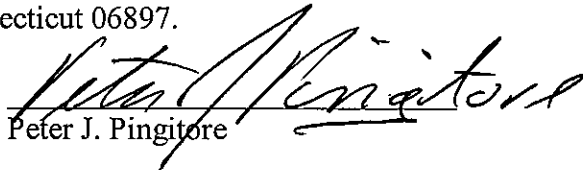
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cmurray@bhfs.com

Date:

CERTIFICATE OF SERVICE

I, Peter J. Pingitore, hereby certify that on this 6th day of January 2020, I served the within Answer To Class Action Complaint And Demand For Jury Trial, on the Plaintiff by mailing same, first class, postage pre-paid to his attorney of record, Sergei Lemberg, Lemberg Law, LLC, 43 Danbury Road, Wilton, Connecticut 06897.


Peter J. Pingitore