

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

FEDERAL TRADE COMMISSION,

Case No: 17-CV-61937

Plaintiff,

v.

STUDENT DEBT DOCTOR LLC, a Florida
Limited liability company,

and

GARY BRENT WHITE, JR., individually and
As an officer of Defendant Student Debt Doctor,
LLC,

Defendants.

**DEFENDANT GARY BRENT WHITE, JR.'S
AMENDED ANSWER AND AFFIRMATIVE DEFENSES**

Gary Brent White, Jr. (“Defendant”), individually and as an officer of co-Defendant Student Debtor Doctor, LLC, by and through his undersigned counsel, hereby files Amended Answer and Affirmative Defenses to the complaint dated October 2, 2017 (the “Complaint”) of Federal Trade Commission (the “Plaintiff”) as follows:

1. As to Paragraph 1, Defendant denies that he engaged in deceptive marketing and sale of student loan debt relief services, and the remainder of Paragraph 1 is denied as conclusions of law to which no response is required.

JURISDICTION AND VENUE

2. Admitted.

3. Admitted.

PLAINTIFF

4. Defendant is without sufficient information to admit or deny this Paragraph and therefore it is denied.

5. Defendant is without sufficient information to admit or deny this Paragraph and therefore it is denied.

DEFENDANTS

6. Admitted.

7. Defendant admits that he resides in this district, and has transacted business in this district, and was the president, manager, and owner of Student Debt Doctor, LLC. Defendant admits that he directed, and had authority to control, the acts and practices of Student Debt Doctor, LLC. Defendant denies the further allegations of Paragraph 7, consistent with his averments and denials herein.

COMMERCE

8. Admitted.

DEFENDANTS' DECEPTIVE STUDENT LOAN DEBT RELIEF OPERATION

9. Defendant admits to operating a student debt relief enterprise since January 2014, but all other allegations of Paragraph 9 are denied and Defendant demands strict proof thereof.

10. The allegations of Paragraph 10 are denied and Defendant demands strict proof thereof.

Background on Student-Loan Forgiveness and Repayment Programs

11. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 11 of the Complaint and therefore it is denied.

12. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 12 of the Complaint and therefore it is denied.

13. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 13 of the Complaint and therefore it is denied.

14. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 14 of the Complaint and therefore it is denied.

15. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 15 of the Complaint and therefore it is denied.

16. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 16 of the Complaint and therefore it is denied.

17. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 17 of the Complaint and therefore it is denied.

Defendants' Deceptive Marketing of Student Loan Debt Relief Services

18. Defendant admits having operated a business which enrolled consumers in student loan repayment programs to reduce or eliminate payments and principal balances, and having advertised said service through online advertising, e-mails and telemarketing. In all other respects, Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 18 of the Complaint and therefore the remainder to the Paragraph not specifically admitted is denied.

19. The allegations of Paragraph 19 are denied and Defendant demands strict proof thereof.

20. The allegations of Paragraph 20 are denied and Defendant demands strict proof thereof.

21. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 21 of the Complaint because he is unable to view the website <https://studentdebtdoctor.org/>, and therefore it is denied.

22. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 22 of the Complaint because he is unable to view the website <https://studentdebtdoctor.org/>, and therefore it is denied.

23. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 23 of the Complaint and therefore it is denied.

24. The allegations of Paragraph 24 are denied and Defendant demands strict proof thereof.

25. Defendant admits that Student Debt Doctor LLC employed telemarketers to enroll consumers in student debt repayment programs for the purpose of reducing or eliminating monthly student debt payments. Defendant specifically denies the final sentence of Paragraph 25 of the Complaint in its entirety, and demands strict proof thereof. In all other respects, Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 25 of the Complaint and therefore any averment not specifically admitted is denied.

26. The allegations of Paragraph 26 are denied and Defendant demands strict proof thereof.

27. The allegations of Paragraph 27 are denied and Defendant demands strict proof thereof.

28. Admitted.

29. The allegations of Paragraph 29 are denied and Defendant demands strict proof thereof.

30. The allegations of Paragraph 30 are admitted by the Defendant.

31. The allegations of Paragraph 31 are denied and Defendant demands strict proof thereof.

32. The allegations of Paragraph 32 are denied and Defendant demands strict proof thereof.

33. Defendant is without sufficient information to admit or deny the averments set forth in Paragraph 33 of the Complaint because he is unable to view the website <https://studentdebtdoctor.org/>, and therefore it is denied.

THE FTC ACT

34. Paragraph 34 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

35. Paragraph 35 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

VIOLATIONS OF THE FTC ACT

COUNT I

Deceptive Student Loan Debt Relief Representation

36. The allegations of Paragraph 36 are denied and Defendant demands strict proof thereof.

37. The allegations of Paragraph 37 are denied and Defendant demands strict proof thereof.

38. The allegations of Paragraph 38 are denied and Defendant demands strict proof thereof.

THE TELEMARKETING SALES RULE

39. Paragraph 39 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

40. Paragraph 40 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

41. Paragraph 41 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

42. Paragraph 42 is a legal conclusion of law to which no response is required, but in any event Defendant denies same in its entirety and all its subparts.

43. Paragraph 43 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

44. Paragraph 44 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

VIOLATIONS OF THE TELEMARKETING SALES RULE

COUNT II

Advance Fee for Debt-Relief Services

45. The allegations of Paragraph 45 and all its subparts are denied and Defendant demands strict proof thereof.

46. The allegations of Paragraph 46 are denied and Defendant demands strict proof thereof.

COUNT III
Material Debt Relief Misrepresentation

47. The allegations of Paragraph 47 are denied and Defendant demands strict proof thereof.

48. The allegations of Paragraph 48 are denied and Defendant demands strict proof thereof.

CONSUMER INJURY

49. The allegations of Paragraph 49 are denied and Defendant demands strict proof thereof.

THE COURT'S POWER TO GRANT RELIEF

50. Paragraph 50 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

51. Paragraph 51 is a legal conclusion of law to which no response is required, but in any event Defendant denies same.

52. Any allegation not specifically admitted to or responded to is denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

At all times relevant hereto, Defendant has acted in good faith in his business practices and in a lawful manner toward consumers and in conformity with all applicable laws and regulations. Evidence of good faith prohibits instituting a permanent injunction.

SECOND AFFIRMATIVE DEFENSE

Without admitting that any violation of law occurred, some or all of the allegedly violative statements set forth in the Complaint, to the extent such statements were even made, were not false or misleading statements of material fact.

THIRD AFFIRMATIVE DEFENSE

Defendant did not breach any lawful duty owed to consumers for the transactions and events which are the subject matter of the Complaint.

FOURTH AFFIRMATIVE DEFENSE

All or some of the FTC's claims are barred because the alleged violations and damages sustained by consumers, if any, were caused by the acts or omissions of third parties over whom Defendant had no control.

FIFTH AFFIRMATIVE DEFENSE

The consumers alleged in the Complaint did not reasonably rely on representations or affirmations, if any, made by Defendant.

SIXTH AFFIRMATIVE DEFENSE

Each and every one of the consumers' alleged rights, claims, and obligations which the FTC seeks to enforce against Defendant are barred by the consumers' conduct, agreement, or otherwise barred by the doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

Any monetary relief should be offset by the benefit received by consumers, refunds paid to consumers, and costs associated with the sale of services.

EIGHTH AFFIRMATIVE DEFENSE

The consumers alleged in the Complaint, whose right the FTC seeks to enforce, assumed the risk for all damages alleged.

NINTH AFFIRMATIVE DEFENSE

The claims asserted in the Complaint are barred, in whole or in part, because, at all times relevant hereto, consumers failed to take reasonable efforts to mitigate their damages, if any.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims, in whole or in part, are barred by the doctrine of accord and satisfaction.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant is not individually liable for the acts and/or omissions set forth in the Complaint, as he lacked the requisite control, authority, or knowledge necessary to establish personal liability.

TWELFTH AFFIRMATIVE DEFENSE

Defendants are entitled to set-off, contribution, and/or indemnity should any damages be awarded against them, in the amount of settlement amounts or damages received by customers with respect to the same alleged injuries giving rise to private causes of action, if any.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendant, at no time, attempted to deceive anyone, or purposefully obscure information

FOURTEENTH AFFIRMATIVE DEFENSE

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

FIFTEENTH AFFIRMATIVE DEFENSE

Defendant hereby gives notice that he intends to rely upon any other defense that may become available or appear during the course of continuing and ongoing investigation and discovery in this case. Defendant also hereby reserves the right to assert other and related defenses, as may become available in the event of a determination that this action, or some part thereof, is governed by the substantive law of a state or jurisdiction other than the State of Florida.

PRAYER

Defendant specifically denies the allegations, averments, and claims to entitlement to relief set forth in Complaint as contained herein. Defendant specifically denies that Plaintiff is entitled to any relief or recovery whatsoever. Defendant prays that Plaintiff take nothing in this action, that this action be dismissed with prejudice, and that Defendant be awarded such other and further relief to which he is justly entitled.

Dated: December 6, 2017.

Respectfully submitted,

By: /s/ David A. Ray
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