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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

STUDENT LOAN SOLUTIONS, LLC,

Plaintiff,

vs.

PATRICIA SHAW,

Defendant.

NO. 20-2-02306-0 SEA

**ORDER GRANTING PARTIAL
SUMMARY JUDGMENT**

THIS MATTER came before the Court on Defendant/Counter-Plaintiff's Motion for Partial Summary Judgment, and a hearing was held on September 11, 2020,

In addition to the Motions, Responses, and Reply briefing, the Court considered the following materials:

- Declaration of Patricia Shaw and exhibits thereto;
- Declaration of T. Tyler Santiago and exhibits thereto;
- Declarations submitted by Student Loan Solutions, LLC, if any

Based upon the foregoing, the Court hereby rules as follows:

1 Defendant's Motion for Partial Summary Judgment is GRANTED in its entirety. The
2 Court finds that there are no genuine issues of material fact as to the following:

- 3 • Defendant does not owe money for "Loan 2" (as pleaded in paragraph 3 of
4 Plaintiff's complaint), as it is barred by the statute of limitations, and Plaintiff lacks
5 sufficient proof that it owns the debt, or that the debt is owed. The documents
6 attached to the Plaintiff's response are insufficiently authenticated for
7 consideration. Specifically, any Bank of America documents attached to
8 Christopher Ruh's declaration are outside the scope of Mr. Ruh's knowledge. He
9 can say SLS received the records from Bank of America, but cannot say how Bank
10 of America maintained those records sufficiently to establish they are business
11 records under the evidence rules. Similarly, the National Collegiate Trust records
12 that are attached to Michael O'Meara's declaration are insufficiently authenticated.
13 Mr. O'Meara can authenticate the discovery responses (Exhibit C), but there is no
14 appropriate authentication of letters from National Collegiate Trust to Ms. Shaw.
15 Without these documents, there is no evidence of modification or acquiescence to
16 Rhode Island law. Even with these documents, there is insufficient demonstration
17 that Ms. Shaw agreed to modification of any terms of the contract.
- 18 • Plaintiff Student Loan Solutions, LLC ("SLS") is a debt collector as defined in 15
19 U.S.C. § 1692a(6), and a collection agency as defined in RCW 19.16.100(4). Even
20 before considering the letters from William & Fudge attached to Ms. Shaw's reply
21 brief, the other files and pleadings in this case leave little doubt that SLS is a debt
22 collector.
- 23 • Defendant, Patricia Shaw, is a consumer as defined in 15 U.S.C. § 1692a(6) and a
debtor as defined in RCW 19.16.100(7)
- Plaintiff SLS demanded money and interest not owed in all communications with
Ms. Shaw, as there is no plausible way in which she owes money to SLS for Loan
2.

Thus, the claim for Loan 2 in Plaintiff's complaint is dismissed WITH PREJUDICE.

Additionally, SLS' collection efforts on Loan 2 constitute violations of 15 U.S.C. §§
1692e, 1692e(2), 1692e(10), 1692f, and 1692f(1). These collection efforts include:

- Misrepresenting on multiple occasions that Loan 2 was accelerated in May 2019,
when in fact it had been accelerated in 2009.
- Filing and serving a lawsuit on Ms. Shaw on Loan 2 when bringing such suit was
barred by the statute of limitations.
- Representing that money was owed on Loan 2 in a collection letter and a lawsuit.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 20-2-02306-0
Case Title: STUDENT LOAN SOLUTIONS VS SHAW

Document Title: ORDER

Signed by: Melinda Young
Date: 9/14/2020 9:29:15 AM



Judge/Commissioner: Melinda Young

This document is signed in accordance with the provisions in GR 30.

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