

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

ANA GARITA, on behalf of herself and all  
others similarly situated,

Plaintiffs,

-against-

GC SERVICES LIMITED PARTNERSHIP

Defendant.

**CLASS ACTION COMPLAINT  
AND  
DEMAND FOR JURY TRIAL**

Plaintiff ANA GARITA (hereinafter, “Plaintiff”), a New York resident, brings this class action complaint by and through her attorneys, Cohen & Mizrahi LLP, against Defendant GC SERVICES LIMITED PARTNERSHIP (“Defendant”), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

**INTRODUCTION/PRELIMINARY STATEMENT**

1. Congress enacted § 1692 *et seq.* of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act (“FDCPA”) in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. § 1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws... [we]re inadequate to protect consumers,” and that “the effective collection of debts” does not require “misrepresentation or other abusive debt collection practices.” 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the FDCPA was not only to eliminate abusive debt collection practices, but also to “insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.” *Id.*; § 1692(e). After determining that the existing consumer protection laws were inadequate, Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.*; § 1692k.

#### **JURISDICTION AND VENUE**

3. The Court has jurisdiction over this class action under 28 U.S.C. § 1331, 15 U.S.C. § 1692 *et seq.* and 28 U.S.C. § 2201. If applicable, the Court also has pendent jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

#### **NATURE OF THE ACTION**

5. Plaintiff brings this class action on behalf of a class of New York consumers seeking redress for Defendant’s actions of using a misleading, deceptive, unfair and unconscionable means to collect a debt.
6. Defendant's actions violated § 1692 *et seq.*, of the FDCPA, which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.
7. Plaintiff is seeking damages, and declaratory and injunctive relief.

#### **PARTIES**

8. Plaintiff is a natural person and a resident of the State of New York and is a “Consumer” as defined by 15 U.S.C. §1692a(3).
9. Defendant is a collection agency with its principal office located in Houston, TX.

10. Upon information and belief, Defendant is a company that uses the mail, telephone, and facsimile, and regularly engages in business, the principal purpose of which is to attempt to collect debts alleged to be due another.
11. Defendant is a “debt collector” as defined under the FDCPA under 15 U.S.C. § 1692a(6).

**CLASS ALLEGATIONS**

12. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “11” herein with the same force and effect as if set forth at length herein.
13. Plaintiff brings claims, pursuant to the Fed. R. Civ. P. 23(a) and 23(b)(3), individually and on behalf of the following consumer class (the “Class”).
14. The Class consists of (a) all individuals with addresses in the State of New York (b) who were sent a collection letter from Defendant, (c) attempting to collect a consumer debt owed to American Express (d) which was accruing interest and/or other fees, (e) which did not disclose that interest and/or fees were accruing (f) which was sent on or after a date one year prior to filing this action and on or before a date 21 days after filing this action.
15. The identities of all Class members are readily ascertainable from Defendant’s records and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.
16. Excluded from the Class are the Defendants and all officers, members, partners, managers, directors, and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
17. There are questions of law and fact common to the Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendant’s written communications to consumers, in the form attached as **Exhibit A**, violate 15 U.S.C. § 1692e.

18. The Plaintiff's claims are typical of the Class members, as all are based upon the same facts and legal theories.
19. The Plaintiff will fairly and adequately protect the interests of the Class defined in this complaint. The Plaintiff has retained counsel with experience handling in consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor his attorneys have any interests, which might cause them not to vigorously pursue this action.
20. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Fed. R. Civ. P. 23 because there is a well-defined community interest in the litigation:
  - a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Class defined above are so numerous that joinder of all members would be impractical.
  - b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Class and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the form attached as **Exhibit A**, violate 15 U.S.C. § 1692e and 1692g.
  - c. **Typicality:** The Plaintiff's claims are typical of the claims of the Class members. The Plaintiff and all members of the Class have claims arising out of the Defendant's common uniform course of conduct complained of herein.
  - d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of

the Class members insofar as Plaintiff has no interest that are adverse to the absent Class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor his counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

- e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense.

- 21. Certification of a class under Fed. R. Civ. P. 23(b)(3) is also appropriate in that the questions of law and fact are common to all members of the Class and predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
- 22. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

### **ALLEGATIONS OF FACT**

- 23. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “22” herein with the same force and effect as if set forth at length herein.
- 24. Some time prior to December 8, 2017, an obligation was allegedly incurred to American Express.

25. The American Express obligation arose out of a credit card that the Plaintiff opened to pay for personal and household expenses.
26. The alleged American Express obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).
27. American Express is a "creditor" as defined by 15 U.S.C. § 1692a(4).
28. American Express then contracted the Defendant to collect the alleged debt.
29. Defendant contends that the American Express debt is past due.
30. Defendant is a company that uses mail, telephone or facsimile in a business the principal purpose of which is the collection of debts, or that regularly collects or attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors.
31. On or about December 8, 2017, the Defendant caused to be delivered to the Plaintiff a collection letter in an attempt to collect the alleged American Express debt. *See Exhibit A.*
32. The December 8, 2017 letter was sent or caused to be sent by persons employed by Defendant as a "debt collector" as defined by 15 U.S.C. § 1692a(6).
33. The December 8, 2017 letter is a "communication" as defined by 15 U.S.C. § 1692a(2).
34. The Plaintiff received and read the Letter sometime after December 8, 2017.
35. The Letter attached as **Exhibit A** states in relevant part:

BALANCE DUE: \$4,878.25
36. Nowhere does the Letter attached as **Exhibit A** state, inform, or otherwise disclose that the alleged BALANCE DUE: \$4,878.25 listed on the Letter may increase due to interest and/or fees.
37. Interest and/or fees are in fact accruing on the Debt.

38. The Letter does not state that the holder of the debt would accept payment of the \$4,878.25 amount in full satisfaction of the debt if payment is made by a specified date.
39. On January 05, 2018, plaintiff received a debt collection from a different debt collector (who is not a party to this lawsuit) attempting to collect on the same American Express debt with account number ending in 3000. *See Exhibit B.*
40. The January 05, 2018 letter from the different debt collector indicated that the debt had been charged-off.
41. The January 05, 2018 letter from the different debt collector informed the Plaintiff that she had a balance of \$4,916.25.
42. The American Express balance increased by \$38.00, from \$4,878.25 to \$4,916.25 due to the accrual of interest and/or other fees.
43. Plaintiff believed from reading the letter attached as **Exhibit A** that the Balance Due of \$4,878.25 listed in the letter was static, and that her payment of that amount would satisfy the Debt irrespective of when the payment was remitted.
44. At all relevant times, Plaintiff was being contacted by more than one debt collector.
45. Plaintiff attempted to prioritize paying off her debts by focusing foremost on those debts with the highest interest rates.
46. However, Plaintiff was hampered from prioritizing her debts due to Defendant's dunning collection letter which did not disclose that interest and fees may accrue in the future.
47. Defendant's failure to disclose that the subject debt may accrue interest and fees materially harmed Plaintiff in her ability to properly allocate her limited funds.
48. As a result, Plaintiff was unsure which debts to prioritize, thereby damaging her in the process. As a result, Plaintiff was materially harmed by Defendant's actions.

49. By failing to disclose that the subject debt may accrue interest and fees, the Defendant caused the Plaintiff a real risk of harm.

**First Count**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

**15 U.S.C. §1692e et seq.**

50. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “49” herein with the same force and effect as if set forth at length herein.

51. Defendant’s debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

52. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false, misleading and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

53. The Defendant violated said section in its letter to the Plaintiff by:

- a. Using a false, deceptive, and misleading representations or means in connection with the collection of a debt;
- b. Falsely representing the amount of the alleged debt in violation of 1692e(2)(A);
- c. Making a false representation or using deceptive means to collect a debt in violation of 1692e(10).

54. In considering whether a collection notice violates Section 1692e, Courts in the Second Circuit apply the "least sophisticated consumer" standard. *Clomon v. Jackson*, 988 F.2d 1314, 1318 (2d Cir. 1993).



55. The Defendant violated §1692e(2)(A) and §1692e(10) by failing to inform Plaintiff that the Balance Due may increase due to interest and/or other charges when in fact the Debt was actually increasing due to interest and/or other charges.
56. The Defendant's Letter attached as **Exhibit A** is misleading within the meaning of 15 U.S.C §1692e because a reasonable consumer could read the Letter and be misled into believing that she could pay her debt in full by paying the "Balance Due" listed on the letter. In fact, however, because interest and/or other fees on the Debt were accruing, a consumer who paid the "Balance Due" stated on the top right portion of the Letter would not have paid the debt in full. Defendant or a subsequent debt collector (as evidenced in **Exhibit B**) could still and was in fact seeking to collect interest and/or fees that had accumulated on the Debt after the Letter was sent to Plaintiff.
57. The Second Circuit Court of Appeals has held that a collection letter like the one attached as **Exhibit A**, which seeks to collect a debt that is increasing because of interest and/or other fees, violates the FDCPA unless it notifies consumers of their account balance and discloses that the balance may increase due to interest and fees. *Avila v. Riexinger & Associates, LLC*, 2016 WL 1104776 (2d. Cir. March 22, 2016) ("Because the statement of an amount due, without notice that the amount is already increasing due to accruing interest or other charges, can mislead the least sophisticated consumer into believing that payment of the amount stated will clear her account, we hold that the FDCPA requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees. We think that requiring such disclosure best achieves the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e. It also protects consumers such as

plaintiffs who may hold the reasonable but mistaken belief that timely payment will satisfy their debts”)

58. Like in Avila, Defendant has violated the FDCPA because the amount of Plaintiff’s Debt was in fact increasing due to interest and/or other fees, and the Letter attached as **Exhibit A** does not disclose or otherwise state that the Debt may increase because of interest and/or other fees, nor does the letter use the “safe harbor” language discussed in Avila. Furthermore, the Letter does not state that the holder of the debt would accept payment of the \$4,878.25 amount in full satisfaction of the debt if payment is made by a specified date. Therefore, like the letter at issue in Avila, Defendant’s Letter attached as **Exhibit A** similarly violates the FDCPA for the same reasons.

59. Plaintiff has alleged a concrete harm because the FDCPA creates a substantive right under §1692e to be free from abusive debt communications and Defendant’s violations of the FDCPA results in concrete harm to Plaintiff. See, *Cohen v. Rosicki, Rosicki & Associates, P.C.* 897 F.3d 75 (2d. Cir. July 23, 2018)

60. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and Cohen & Mizrahi LLP, as Class Counsel;
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff costs of this Action, including reasonable attorneys’

fees and expenses;

- (d) Awarding pre-judgment interest and post-judgment interest; and
- (e) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

**COHEN & MIZRAHI LLP**

Dated: Brooklyn, New York  
November 30, 2018

By: /s/ Daniel C. Cohen  
Daniel C. Cohen, Esq.  
Cohen & Mizrahi LLP  
300 Cadman Plaza W, 12<sup>th</sup> floor  
Brooklyn, New York 11201  
Phone: (929) 575-4175  
Fax: (929) 575-4195  
Email: dan@cml.legal  
*Attorneys for Plaintiff*

**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

/s/ Daniel C. Cohen  
Daniel C. Cohen, Esq.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ANA GARITA, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Queens (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

COHEN & MIZRAHI LLP, 300 Cadman Plz W, 12 Fl., Brooklyn, NY 11201, 929-575-4175

DEFENDANTS

GC SERVICES LIMITED PARTNERSHIP

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1692

Brief description of cause: Defendant violated the FDCPA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

11/29/18 /s/ Daniel Cohen

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, DANIEL COHEN, counsel for PLAINTIFF, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason Question of law rather than questions of fact predominates

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

NONE

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: Queens County .

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: /s/ Daniel Cohen

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

ANA GARITA, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

GC SERVICES LIMITED PARTNERSHIP

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GC SERVICES LIMITED PARTNERSHIP CT CORPORATION 111 EIGHTH AVENUE, 13TH FLOOR NEW YORK, NEW YORK 10011

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

COHEN & MIZRAHI LLP 300 CADMAN PLAZA WEST, 12 FL BROOKLYN, NEW YORK 11201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

DEPT. HOVS 052  
PO BOX 3044  
LIVONIA MI 48151-3044  
RETURN SERVICE REQUESTED



**GC Services Limited Partnership**  
6330 Gulfon, Houston, TX 77081

**Please call: (800) 926-3136**  
Between 8:00 AM and 9:00 PM.

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO:



P7P9NY00200897 - 127248620 I01794  
ANA GARITA  
JAMAICA NY 11435-1006

PO BOX 46960  
SAINT LOUIS MO 63146

**YOU OWE: AMERICAN EXPRESS** GC NUMBER: [REDACTED]  
**CLIENT ACCOUNT NUMBER: ENDING 43000** BALANCE DUE: **\$4,878.25**

December 8, 2017

Please detach and return upper portion of statement with payment

File Number: [REDACTED]

Client Account Number: ENDING 43000

Dear Ana Garita,

We understand there may be circumstances that have prevented you from paying this account in full. We want to work with you in an effort to resolve this obligation to AMERICAN EXPRESS.

Please contact our office by telephone at (800) 926-3136, or fill out the backside of this letter advising us what payment amount you can commit to. It is important to demonstrate your willingness to pay this account, even if your current financial status does not allow you to resolve the debt in full. Please respond so that your account may be updated to show your intent to make payment.

This is an important step in showing your intent to resolve this account. Upon approval of these arrangements, your account will be updated in our system to reflect your willingness to pay. At 90-day intervals, we will contact you to update your financial situation and reevaluate this arrangement.

Sincerely,

Bria Smith  
Account Representative

IF YOU HAVE CONCERNS REGARDING THE HANDLING OF YOUR ACCOUNT BY GC SERVICES, PLEASE CONTACT A. T. GARAWAY, GENERAL MANAGER, AT 800-846-6406.

**This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION**

GC Services Limited Partnership - 6330 Gulfon, Houston, TX 77081



Please indicate below your proposed monthly payment and due date.

Enclosed is a minimum down payment on my account in the amount of \$ \_\_\_\_\_ and I will make additional monthly payments of \$ \_\_\_\_\_ by the (circle one) 1st 10th 15th day of the month for the next six (6) months.

I cannot pay \$4,878.25 on my account at this time, but enclosed is \$ \_\_\_\_\_ and I am committing to monthly payments of \$ \_\_\_\_\_ by the (circle one) 1st 10th 15th day of the month for the next three (3) months.

Home Phone Number: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website at [www.gcscerv.com](http://www.gcscerv.com) or contact the FTC online at [www.ftc.gov](http://www.ftc.gov); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at [www.ftc.gov](http://www.ftc.gov).

**NYC Residents:** NYC Department of Consumer Affairs' specific license # varies as to city/state location of sender: Elgin - 2032602; Houston - 2032594; Jacksonville - 2032579; San Antonio - 2032610; Columbus - 2032587; Huntington - 2032616; Knoxville - 2032597; San Diego - 2032615; Copperas Cove - 2032601; Irwindale - 2032591; Oklahoma - 2032603; St. Louis - 2032598; Phoenix - 2032606; Tucson - 2032592



Statement Date: 01-05-18  
Creditor: AMERICAN EXPRESS  
Our Reference #: [REDACTED]  
Creditor Account #: XXXXXXXXXXXX3000  
Account Balance: \$4,916.25



Firstsource Advantage, LLC  
205 Bryant Woods South, Amherst, NY 14228 • 1-866-580-6552

Dear Ana Garita:

This agency has been retained by American Express® to help collect your balance. As of the letter date above, you owe \$4,916.25.

In accordance with applicable law, please be advised of the following:

Original Creditor: AMERICAN EXPRESS  
Total due as of charge-off: \$4,916.25  
Total interest accrued since charge-off: \$0.00  
Total non-interest charges or fees accrued since charge-off: \$0.00  
Total payments made since charge-off: \$0.00  
Total adjustments made since charge-off: \$0.00

Should you wish to speak to a representative concerning your account you may contact this office toll free at 1-866-580-6552. Please refer to the account number indicated above.

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. Upon your written request within the thirty-day period after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,  
Jashoo Muddappa  
Firstsource Advantage, LLC  
A Professional Debt Recovery Agency

New York City Department of Consumer Affairs License #1262554.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including, but not limited to:

- (1) The use or threat of violence;
- (2) The use of obscene or profane language; and
- (3) Repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers' compensation benefits;
- 8. Public or private pensions;
- 9. Veterans' benefits;
- 10. Federal student loans, federal student grants and federal work study funds; and
- 11. Ninety percent of your wages or salary earned in the last sixty days.

Customer Service and Payment Information

- ☎ Telephone: Toll free: 1-866-580-6552    📞 TTY / TDD Users: 1-800-662-1220
- 🕒 Office Hours (Eastern Time): Monday and Tuesday 8am-9pm, Wednesday-Friday 8am-8pm, Saturday 8am-12pm
- ✉ Send correspondence to: Firstsource Advantage, LLC, 205 Bryant Woods South, Amherst, NY 14228
- 🌐 For account information and payment options, you may access our website at [www.fsapay.com](http://www.fsapay.com)

\*\*\*Please Detach Lower Portion and Return with Your Payment\*\*\*

661CZFRST02\_N1\_613217681

Do not send correspondence to this address.

CZFRST02  
PO Box 1022  
Wixom MI 48393-1022  
CHANGE SERVICE REQUESTED

01-05-18

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
CARD NUMBER	EXPIRATION DATE	
SIGNATURE	PAYMENT DATE	
ACCOUNT #	BALANCE DUE	AMOUNT PAID
[REDACTED]	\$4,916.25	\$

⋮  
ANA GARITA  
[REDACTED]  
JAMAICA NY 11435-1006

Make Payment To:  
FIRSTSOURCE ADVANTAGE, LLC  
PO BOX 628  
BUFFALO NY 14240-0628



IMPORTANT: To receive proper credit, be sure to enclose this portion with your payment

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GC Services Limited Partnership Failed to Disclose Accruing Interest on Debt, Consumer Alleges](#)

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