

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

LATOYA JACKSON, on behalf of herself and all others similarly situated,

Plaintiff(s),

-against-

GC SERVICES LIMITED PARTNERSHIP; and
JOHN DOES 1-25,

Defendant(s).

Civil Case Number: _____

CIVIL ACTION

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

Plaintiff, LATOYA JACKSON, on behalf of herself and all others similarly situated (hereinafter “Plaintiff”) by and through her undersigned attorney(s), alleges against the above-named Defendants, GC SERVICES LIMITED PARTNERSHIP (“GC SERVICES”); JOHN DOES 1-25, their employees, agents, and successors (collectively “Defendants”) the following:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory relief arising from the Defendants' violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because the acts of the Defendant that give rise to this action, occurred in substantial part, in this district.

DEFINITIONS

4. As used in reference to the FDCPA, the terms “creditor,” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

6. Plaintiff is a natural person, a resident of Cambria Heights, New York and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. GC SERVICES maintains a location at 6330 Gulfton, Houston, Texas 77081.

8. Upon information and belief, Defendant 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.

9. Defendant is a “Debt Collector” as that term is defined by 15 U.S.C. § 1692(a)(6).

10. John Does 1-25, are fictitious names of individuals and business alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action as a state wide class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of herself and all New York consumers and their successors in interest (the “Class”), who were sent debt collection letters and/or notices from the Defendants which are in violation of the FDCPA, as described in this Complaint.

12. This Action is properly maintained as a class action. The Class is initially defined as:

- All New York consumers who were sent letters and/or notices from GC SERVICES concerning a debt owed to CITIBANK, N.A., which included the alleged conduct and practices described herein.

The class definition may be subsequently modified or refined.

The Class period begins one year to the filing of this Action.

13. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there may be hundreds and/or thousands of persons who were sent debt collection letters and/or notices from the Defendants that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter and/or notice. (See **Exhibit A**, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 redacted the financial account numbers and/or personal identifiers in an effort to protect Plaintiff's privacy);
- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:

- a. Whether the Defendants violated various provisions of the FDCPA;

- b. Whether Plaintiff and the Class have been injured by the Defendants' conduct;
 - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
 - d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
 - Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
 - Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
 - A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.
 - A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class

members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendants' conduct is allowed to proceed without remedy, they will continue to reap and retain the proceeds of their ill-gotten gains.

- Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

STATEMENT OF FACTS

14. Plaintiff is at all times to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

15. Sometime prior to January 16, 2018, Plaintiff allegedly incurred a financial obligation to CITIBANK, N.A. ("CITIBANK").

16. The CITIBANK obligation arose out of a transaction, in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

17. Plaintiff incurred the CITIBANK obligation by obtaining goods and services which were primarily for personal, family and household purposes.

18. Plaintiff did not incur the CITIBANK obligation for business purposes.

19. The CITIBANK obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

20. CITIBANK is a "creditor" as defined by 15 U.S.C. § 1692a(4).

21. On or before January 16, 2018, CITIBANK referred the CITIBANK obligation to GC SERVICES for the purpose of collections.

22. At the time CITIBANK referred the CITIBANK obligation to GC SERVICES, the obligation was past due.

23. At the time CITIBANK referred the CITIBANK obligation to GC SERVICES, the obligation was in default pursuant to the terms of the agreement creating the obligation and/or by operation of law

24. Defendants caused to be delivered to Plaintiff a letter dated January 16, 2018, which was addressed to Plaintiff. Exhibit A, which is fully incorporated herein by reference.

25. The January 16, 2018 letter was sent to Plaintiff in connection with the collection of the CITIBANK obligation.

26. The January 16, 2018 letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

27. Upon receipt, Plaintiff read the January 16, 2018 letter.

28. The January 16, 2018 letter provided the following information regarding the balance claimed due on the CITIBANK obligation:

New Balance: \$790.99
Minimum Payment Due: \$326.00

29. The January 16, 2018 letter stated in part:

Have you received your tax refund yet? If so, **we believe that this is an excellent time to pay the minimum payment due on your account with Citibank, N.A** using funds received from your tax refund. (emphasis added)

** As of the date of this letter, you owe \$790.99. Because of interest, late charges, and other charges that may vary from day to day, the amount owed on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

30. As of December 30, 2017, CITIBANK had reported to one or more national credit reporting agencies that the last payment made on the CITIBANK obligation was July 25, 2017.

31. As of December 30, 2017, CITIBANK had reported to one or more national credit reporting agencies that the last payment made on the CITIBANK obligation (account) was closed on October 29, 2017.

32. As the CITIBANK obligation was closed on October 29, 2017 and charged-off, there was no minimum payment due. Under those circumstances, the entire balance would be due and owing, not a minimum payment.

33. As of December 30, 2017, CITIBANK had reported to one or more national credit reporting agencies that the balance due on the CITIBANK obligation was \$790.

34. If the CITIBANK obligation was continuing to accrue interest, late charges and other charges, then the “new balance” should have been higher than the \$790.99 stated in the Defendant’s January 16, 2018 letter.

35. If the CITIBANK obligation was *not* continuing to accrue interest, late charges and other charges, then the statement concerning “interest, late charges, and other charges” made in the January 16, 2018 letter was false.

POLICIES AND PRACTICES COMPLAINED OF

36. It is Defendants' policy and practice to send written collection communications, in the form annexed hereto as **Exhibit A**, which violate the FDCPA, by *inter alia*:

- (a) Using false, deceptive or misleading representations or means in connection with the collection of a debt; and
- (b) Using a false representation or deceptive means in connection with the collection of a debt; and
- (c) Making a false representation of the character, amount or legal status of the debt.

37. On information and belief, Defendants sent written communications in the form annexed hereto as **Exhibit A**, to at least 50 natural persons in New York within one year of this Complaint.

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 *et seq.* VIOLATIONS

38. Plaintiff, on behalf of herself and others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

39. Collection letters and/or notices, such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

40. The form, layout and content of Defendant’s letter would cause the least sophisticated consumer to be confused about his or her rights.

41. Defendant’s January 16, 2018 letter would lead the least sophisticated consumer to believe that the “new balance” stated of \$790.99 was accurate.

42. Defendant’s January 16, 2018 letter would lead the least sophisticated consumer to believe that the CITIBANK obligation could be cured by making the “minimum payment due.”

43. Defendant’s January 16, 2018 letter would lead the least sophisticated consumer to believe that Defendant stated that the amount due could increase due to additional interest, late charges or other charges.

44. The form, layout and content of Defendant’s letter would cause the least sophisticated consumer to believe that the balance of the CITIBANK obligation would increase.

45. The form, layout and content of Defendant's letter would cause the least sophisticated consumer to believe that the balance of the CITIBANK obligation would increase due to interest, late charges or other charges.

46. Defendant's collection letters were designed to cause the least sophisticated consumer to believe that the balance of the CITIBANK obligation would increase due to interest, late charges or other charges.

47. Defendants violated 15 U.S.C. § 1692e of the FDCPA by using any false, deceptive or misleading representation or means in connection with their attempts to collect debts from Plaintiff and others similarly situated.

48. Defendants violated 15 U.S.C. § 1692e of the FDCPA in connection with their communications to Plaintiff and others similarly situated.

49. Defendants violated 15 U.S.C. § 1692e of the FDCPA by falsely representing that the CITIBANK obligation could be cured by making the "minimum payment due."

50. Defendants violated 15 U.S.C. § 1692e of the FDCPA by falsely representing that the "new balance" stated of \$790.99 was accurate as of the date of the letter.

51. Defendants violated 15 U.S.C. § 1692e of the FDCPA by falsely representing that the balance would increase due to interest, late charges and other charges.

52. Defendant's false, misleading and deceptive statement(s) is material to the least sophisticated consumer.

53. Section 1692e(2)(A) of the FDCPA prohibits a debt collector from making a false representation of the character, amount or legal status of a debt.

54. Defendants violated 15 U.S.C. § 1692e(2)(A) by making false representations of the character, amount and legal status of the debt.

55. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely representing that the balance would increase due to interest, late charges and other charges.

56. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely representing that the CITIBANK obligation was not in default and charged off and therefore could be cured by making the “minimum payment due”.

57. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely representing that the “new balance” stated of \$790.99 was accurate as of the date of the letter.

58. Section 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt.

59. Defendants violated 15 U.S.C. § 1692e(10) by falsely representing that the CITIBANK obligation was not in default and charged off and therefore could be cured by making the “minimum payment due”.

60. Defendants violated 15 U.S.C. § 1692e(10) by falsely representing that the “new balance” stated of \$790.99 was accurate as of the date of the letter.

61. Defendants violated 15 U.S.C. § 1692e(10) stating that the amount due could increase due to additional interest, late charges and other charges when in fact the amount due would not and did not increase..

62. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors.

63. Plaintiff and others similarly situated have a right to free from abusive debt collection practices by debt collectors.

64. Plaintiff and others similarly situated have a right to receive proper notices mandated by the FDCPA.

65. Plaintiff and others similarly situated were sent letters which have the propensity to affect their decision-making with regard to the debt.

66. Plaintiff and others similarly situated have suffered harm as a direct result of the abusive, deceptive and unfair collection practices described herein.

67. Plaintiff has suffered damages and other harm as a direct result of the Defendants' actions, conduct, omissions and violations of the FDCPA described herein.

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 her attorneys as Class Counsel;

(b) Awarding Plaintiff and the Class statutory damages;

(c) Awarding Plaintiff and the Class actual damages;

(d) Awarding pre-judgment interest;

(e) Awarding post-judgment interest.

(f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and

(g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: October 15, 2018

s/ Joseph K. Jones

Joseph K. Jones, Esq.
JONES, WOLF & KAPASI, LLC
One Grand Central Place
60 East 42nd Street, 46th Floor
New York, New York 10165
(646) 459-7971 telephone
(646) 459-7973 facsimile
jkj@legaljones.com

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/ Joseph K. Jones

Joseph K. Jones, Esq.

Exhibit

A

CDGCSV70 057
PO BOX 857
Oaks PA 19456-0857
RETURN SERVICE REQUESTED



Please call: 866-492-5125
Calls may be monitored or recorded



CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

January 16, 2018

[Redacted]

Latoya F Jackson

[Redacted]

PO BOX 3855
HOUSTON TX 77253

YOU OWE: CITIBANK, N.A

GC NUMBER: [Redacted] 10103

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

January 16, 2018

File Number: [Redacted] 584
Client Account Number: **ENDING 2592**
New Balance: **\$790.99**
Minimum Payment Due: **\$326.00**

RE: SEARS CARD

Dear LATOYA F JACKSON,

Have you received your tax refund yet? If so, we believe that this is an excellent time to pay the minimum payment due on your account with CITIBANK, N.A using funds received from your tax refund.

We encourage you to contact us at 866-492-5125 to discuss payment options.

If you are making a payment, please send it along with the top portion of this notice to the post office box listed above, and, if paying by check, make your check payable to "CITIBANK, N.A".

Sincerely,

Douglas Kemp
Account Representative

If you would prefer, you can make a payment on your account using a debit card by going to our website at www.gcpayonline.com or calling us at 844-694-2082. Use the following number to identify yourself when prompted: [Redacted]

** As of the date of this letter, you owe \$790.99. Because of interest, late charges, and other charges that may vary from day to day, the amount owed on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

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 Gulfton, Houston, TX 77081

[Redacted] CITIB-TAX [Redacted] [Redacted]

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

LATOYA JACKSON, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) JONES, WOLF & KAPASI, LLC One Grand central Place - 60 East 42nd Street, 46th Floor New York, NY 10165 - 646-459-7971

DEFENDANTS

GC SERVICES LIMITED PARTNERSHIP; and JOHN DOES 1-25

County of Residence of First Listed Defendant out-of-state (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

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

Brief description of cause: Fair Debt Collection Practices Act

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 10/15/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Joseph K. Jones

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.

Case is Eligible for Arbitration

I, Joseph K. Jones, Esq., 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

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:

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: Joseph K. Jones

Digitally signed by Joseph K. Jones
Date: 2018.10.15 13:05:38 -04'00'

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LATOYA JACKSON, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

GC SERVICES LIMITED PARTNERSHIP; and JOHN DOES 1-25

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GC SERVICES LIMITED PARTNERSHIP 6330 Gulfton Houston, Texas 77081

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: JONES, WOLF & KAPASI, LLC One Grand Central Place 60 East 42nd Street, 46th Floor New York, New York 10165

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Filed Against GC Services Limited Partnership Over 'Misleading' Letter](#)
