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Our File No.: 111671

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

Kristina Roaldsen and Ilse Smith, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

GC Services Limited Partnership,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

Kristina Roaldsen and Ilse Smith, individually and on behalf of all others similarly situated (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against GC Services Limited Partnership (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.

PARTIES

5. Plaintiff Kristina Roaldsen is an individual who is a citizen of the State of New York residing in Nassau County, New York.

6. Plaintiff Ilse Smith is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

8. On information and belief, Defendant GC Services Limited Partnership, is a Texas Partnership with a principal place of business in Harris County, Texas.

9. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

10. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendant alleges each of the Plaintiffs owe a debt (“the Debts”).

12. The Debts were primarily for personal, family or household purposes and are therefore “debts” as defined by 15 U.S.C. § 1692a(5).

13. Sometime after the incurrence of the Debts, Plaintiffs fell behind on payments owed.

14. Thereafter, at an exact time known only to Defendant, the Debts were assigned or otherwise transferred to Defendant for collection.

15. In its efforts to collect the debt alleged owed by Plaintiff Roaldsen, Defendant contacted Plaintiff Roaldsen by letter (“the Letter”) dated June 24, 2016. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Smith, Defendant contacted Plaintiff Smith by letter (“the Letter”) dated July 4, 2016. (“**Exhibit 1.**”)

17. The Letter was the initial communication Plaintiff Roaldsen received from Defendant.

18. The Letter was the initial communication Plaintiff Smith received from Defendant.

19. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT
Violation of 15 U.S.C. § 1692e
AS TO PLAINTIFF ROALDSEN

20. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

21. The Debt was incurred on an American Express credit card.

22. The Letter sets forth a Balance Due.

23. Pursuant to the terms and conditions of the credit card, American Express charged Plaintiff interest on any balance carried on the account.

24. Pursuant to the terms and conditions of the credit card, American Express charged Plaintiff late fees on any payments due but not timely made by Plaintiff.

25. Pursuant to the terms and conditions of the credit card, American Express charged Plaintiff other fees on the account.

26. The right to collect from Plaintiff interest on any balance carried on the account was not waived by American Express.

27. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by American Express.

28. The right to collect from Plaintiff other fees on the account was not waived by American Express.

29. The right to collect from Plaintiff interest on any balance carried on the account was not waived by any assignee or successor-in-interest.

30. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by any assignee or successor-in-interest.

31. The right to collect from Plaintiff other fees on the account was not waived by any assignee or successor-in-interest.

32. Plaintiff was never informed by anyone that the terms and conditions of the credit card were changed.

33. Pursuant to the terms and conditions of the credit card, interest continued to accrue on any balance unpaid.

34. Pursuant to the terms and conditions of the credit card, late fees continued to

accrue on any payments due but not timely made by Plaintiff.

35. Pursuant to the terms and conditions of the credit card, other fees continued to accrue on the account.

36. Pursuant to the terms and conditions of the credit card, American Express and any assignee or successor-in-interest had the legal right to collect from Plaintiff interest on any balance carried on the account.

37. Pursuant to the terms and conditions of the credit card, American Express and any assignee or successor-in-interest had the legal right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff.

38. Pursuant to the terms and conditions of the credit card, American Express and any assignee or successor-in-interest had the legal right to collect from Plaintiff other fees on the account.

39. Pursuant to the terms and conditions of the credit card, the legal right of American Express and any assignee or successor-in-interest to collect from Plaintiff interest on any balance carried on the account is not waived by American Express or any assignee or successor-in-interest as a result of a failure by either American Express or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned interest.

40. Pursuant to the terms and conditions of the credit card, the legal right of American Express and any assignee or successor-in-interest to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff is not waived by American Express or any assignee or successor-in-interest as a result of a failure by either American Express or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned late fees.

41. Pursuant to the terms and conditions of the credit card, the legal right of American Express and any assignee or successor-in-interest to collect from Plaintiff other fees on the account is not waived by American Express or any assignee or successor-in-interest as a result of a failure by either American Express or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned other fees.

42. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees.

43. The Letter failed to disclose that the balance stated may increase due to interest.

44. The Letter failed to disclose that the balance stated may increase due to late fees.
45. The Letter failed to disclose that the balance stated may increase due to other fees.
46. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692e.

SECOND COUNT
Violation of 15 U.S.C. § 1692e
AS TO PLAINTIFF ROALDSEN

47. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

48. Alternatively, even if Plaintiff's account was not subject to continued interest pursuant to the terms and conditions of the credit card – which it was – the account was subject to interest by operation of law.

49. Plaintiff's debt was incurred pursuant to a contract between Plaintiff and American Express.

50. N.Y.C.P.L.R. § 5001(a) provides that interest shall be recovered upon a sum awarded because of a breach a contract.

51. An award of interest under § 5001 is mandatory.

52. N.Y.C.P.L.R. § 5001(b) provides that interest shall be computed from the earliest ascertainable date the cause of action existed.

53. American Express and any assignee or successor-in-interest possessed a guaranteed right to interest on the Debt from, at the latest, June 24, 2016.

54. As such, the amount stated in the Letter was subject to the accrual of interest.

55. The Letter failed to disclose that the amount stated may increase due to interest.

56. The Letter, because of the aforementioned failure, violates 15 U.S.C. § 1692e.

THIRD COUNT
Violation of 15 U.S.C. § 1692g
AS TO PLAINTIFF ROALDSEN

57. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

58. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the

information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

59. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

60. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

61. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

62. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

63. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether interest, late fees and/or other fees are accruing.

64. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

65. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

66. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

67. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

68. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

69. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

70. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

71. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment

in the future.

72. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

73. For instance, the Letter fails to indicate the applicable interest rate.

74. For instance, the Letter fails to indicate the date of accrual of interest.

75. For instance, the Letter fails to indicate the amount of interest during any measurable period.

76. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

77. For instance, the Letter fails to indicate the amount of late fees.

78. For instance, the Letter fails to indicate the date such fees will be added.

79. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

80. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees and interest that may cause the amount stated to increase.

81. The Letter fails to state whether interest, late fees and/or other fees are accruing.

82. The Letter fails to state what part of the amount stated is attributable to principal.

83. The Letter fails to state what part of the amount stated is attributable to interest.

84. The Letter fails to state what part of the amount stated is attributable to late fees.

85. The Letter fails to state what part of the amount stated is attributable to other fees.

86. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

87. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

88. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

89. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

90. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

91. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

92. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

93. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

94. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

95. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692g.

FOURTH COUNT
Violation of 15 U.S.C. § 1692e
AS TO PLAINTIFF ROALDSEN

96. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

97. As previously set forth, the Letter sets forth a Balance Due.

98. As previously set forth, Plaintiff was always charged interest on any balance carried on the account.

99. As previously set forth, Plaintiff was always charged late fees on any payments due but not timely made by Plaintiff.

100. As previously set forth, Plaintiff was never informed by anyone that the terms and conditions of the credit card were changed.

101. The Letter fails to disclose whether the amount stated may increase due to additional interest.

102. The Letter fails to disclose whether the amount stated may increase due to additional late fees.

103. The Letter fails to indicate whether the creditor will accept payment of the amount stated in full satisfaction of the debt if payment is made by a specified date.

104. A collection letter violates 15 U.S.C. § 1692e if it can reasonably be read by the

least sophisticated consumer to have two or more meanings, one of which is inaccurate.

105. The Letter, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiff was never informed by anyone that interest and late fees would no longer be applied, can reasonably be read by the least sophisticated consumer to mean that interest was still accruing.

106. The Letter, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiff was never informed by anyone that interest and late fees would no longer be applied, can reasonably be read by the least sophisticated consumer to mean that late fees were still accruing.

107. The Letter could also reasonably be read by the least sophisticated consumer to mean that interest was no longer accruing.

108. The Letter could also reasonably be read by the least sophisticated consumer to mean that late fees were no longer accruing.

109. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated.

110. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated at any time after receipt of the Letter.

111. The Letter could also reasonably be read by the least sophisticated consumer to mean that the amount stated was accurate only on the date of the Letter because of the continued accumulation of interest and/or late fees.

112. Because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.

113. For these reasons, Defendant violated 15 U.S.C. § 1692e.

FIFTH COUNT
Violation of 15 U.S.C. §§ 1692g and 1692e
Validation of Debts
AS TO PLAINTIFF ROALDSEN

114. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

115. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

116. 15 U.S.C. § 1692g(a)(3) requires that the written notice “contain a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.”

117. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

118. Even if a debt collector conveys the required information, the debt collector nonetheless violates the FDCPA if it conveys that information in a confusing or contradictory fashion so as to cloud the required message with uncertainty.

119. When determining whether the required information has been conveyed clearly, an objective standard, measured by how the “least sophisticated consumer” would interpret the notice, is applied.

120. The Letter states, “UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF GC SERVICES’ INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT, DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, THE DEBT WILL BE ASSUMED TO BE VALID BY GC SERVICES.” (Emphasis in original.)

121. Defendant’s addition of the words “AFTER YOUR RECEIPT OF GC SERVICES’ INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT” to the disclosure required by 15 U.S.C. § 1692g(a)(3) would lead the least sophisticated consumer to believe there was a prior initial written communication from Defendant.

122. Defendant’s addition of the words “AFTER YOUR RECEIPT OF GC SERVICES’ INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT” to the disclosure required by 15 U.S.C. § 1692g(a)(3) would confuse the least sophisticated consumer concerning the time frame to dispute the debt or seek validation of the debt.

123. Defendant’s addition of the words “AFTER YOUR RECEIPT OF GC SERVICES’ INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT” to the disclosure required by 15 U.S.C. § 1692g(a)(3) is confusing.

124. Defendant’s addition of the words “AFTER YOUR RECEIPT OF GC

SERVICES' INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT" to the disclosure required by 15 U.S.C. § 1692g(a)(3) would make the least sophisticated consumer uncertain as to her rights.

125. Defendant's addition of the words "AFTER YOUR RECEIPT OF GC SERVICES' INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT" to the disclosure required by 15 U.S.C. § 1692g(a)(3) would make the least sophisticated consumer confused as to her rights.

126. Defendant has violated § 1692g as the above-referenced language overshadows the information required to be provided by that Section.

SIXTH COUNT
Violation of 15 U.S.C. § 1692g and § 1692e
AS TO PLAINTIFF ROALDSEN

127. Plaintiff Roaldsen repeats and realleges the foregoing paragraphs as if fully restated herein.

128. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

129. The written notice must contain the amount of the debt.

130. The written notice must contain the name of the creditor to whom the debt is owed.

131. The written notice must contain a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.

132. The written notice must contain a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

133. The written notice must contain a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name

and address of the original creditor, if different from the current creditor.

134. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

135. Even if a debt collector conveys the required information accurately, the collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication, or by other collection activities during the 30-day validation period following the communication.

136. A collection activity or communication overshadows or contradicts the validation notice if it would make the “least sophisticated consumer” uncertain or confused as to her rights.

137. Defendant included in its letter to Plaintiff Roaldsen certain writing in Spanish.

138. Plaintiff does not speak Spanish.

139. Plaintiff cannot read Spanish.

140. Plaintiff does not understand Spanish.

141. Plaintiff did not know what the Spanish portion of the Letter said.

142. Plaintiff did not know what the Spanish portion of the Letter meant.

143. The inclusion of Spanish in the Letter would confuse the least sophisticated consumer who does not speak Spanish.

144. The inclusion of Spanish in the Letter would confuse the least sophisticated consumer who cannot read Spanish.

145. The inclusion of Spanish in the Letter would confuse the least sophisticated consumer who does not understand Spanish.

146. The inclusion of Spanish in the Letter would likely make the least sophisticated consumer uncertain as to her rights.

147. The inclusion of Spanish in the Letter would likely make the least sophisticated consumer confused as to her rights.

148. Defendant violated § 1692g as the inclusion of Spanish in the Letter overshadowed Plaintiff’s rights.

149. Defendant violated § 1692e as the inclusion of Spanish in the Letter made the Letter reasonably susceptible to an inaccurate reading.

SEVENTH COUNT
Violation of 15 U.S.C. §§ 1692e and 1692g

AS TO PLAINTIFF SMITH

150. Plaintiff Smith repeats and realleges the foregoing paragraphs as if fully restated herein.

151. The Debt was incurred on a Sears credit card underwritten by Citibank.

152. The Letter sets forth a Balance Due.

153. Pursuant to the terms and conditions of the credit card, Citibank charged Plaintiff interest on any balance carried on the account.

154. Pursuant to the terms and conditions of the credit card, Citibank charged Plaintiff late fees on any payments due but not timely made by Plaintiff.

155. Pursuant to the terms and conditions of the credit card, Citibank charged Plaintiff other fees on the account.

156. The right to collect from Plaintiff interest on any balance carried on the account was not waived by Citibank.

157. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by Citibank.

158. The right to collect from Plaintiff other fees on the account was not waived by Citibank.

159. The right to collect from Plaintiff interest on any balance carried on the account was not waived by any assignee or successor-in-interest.

160. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by any assignee or successor-in-interest.

161. The right to collect from Plaintiff other fees on the account was not waived by any assignee or successor-in-interest.

162. Plaintiff was never informed by anyone that the terms and conditions of the credit card were changed.

163. Pursuant to the terms and conditions of the credit card, interest continued to accrue on any balance unpaid.

164. Pursuant to the terms and conditions of the credit card, late fees continued to accrue on any payments due but not timely made by Plaintiff.

165. Pursuant to the terms and conditions of the credit card, other fees continued to accrue on the account.

166. Pursuant to the terms and conditions of the credit card, Citibank and any assignee or successor-in-interest had the legal right to collect from Plaintiff interest on any balance carried on the account.

167. Pursuant to the terms and conditions of the credit card, Citibank and any assignee or successor-in-interest had the legal right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff.

168. Pursuant to the terms and conditions of the credit card, Citibank and any assignee or successor-in-interest had the legal right to collect from Plaintiff other fees on the account.

169. Pursuant to the terms and conditions of the credit card, the legal right of Citibank and any assignee or successor-in-interest to collect from Plaintiff interest on any balance carried on the account is not waived by Citibank or any assignee or successor-in-interest as a result of a failure by either Citibank or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned interest.

170. Pursuant to the terms and conditions of the credit card, the legal right of Citibank and any assignee or successor-in-interest to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff is not waived by Citibank or any assignee or successor-in-interest as a result of a failure by either Citibank or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned late fees.

171. Pursuant to the terms and conditions of the credit card, the legal right of Citibank and any assignee or successor-in-interest to collect from Plaintiff other fees on the account is not waived by Citibank or any assignee or successor-in-interest as a result of a failure by either Citibank or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned other fees.

172. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees.

173. Alternatively, even if Plaintiff's account was not subject to continued interest pursuant to the terms and conditions of the credit card – which it was – the account was subject to interest by operation of law.

174. N.Y.C.P.L.R. § 5001(a) provides that interest shall be recovered upon a sum awarded because of a breach a contract.

175. An award of interest under § 5001 is mandatory.

176. N.Y.C.P.L.R. § 5001(b) provides that interest shall be computed from the earliest ascertainable date the cause of action existed.

177. Citibank, N.A. and any assignee or successor-in-interest possessed a guaranteed right to interest on the Debt from, at the latest, June 24, 2016.

178. As such, the amount stated in the Letter was subject to the accrual of interest.

179. The Letter failed to disclose that the amount stated may increase due to interest.

180. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

181. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

182. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

183. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

184. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

185. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether interest, late fees and/or other fees are accruing.

186. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

187. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

188. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

189. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

190. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

191. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

192. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

193. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

194. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

195. For instance, the Letter fails to indicate the applicable interest rate.

196. For instance, the Letter fails to indicate the date of accrual of interest.

197. For instance, the Letter fails to indicate the amount of interest during any measurable period.

198. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

199. For instance, the Letter fails to indicate the amount of late fees.

200. For instance, the Letter fails to indicate the date such fees will be added.

201. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

202. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees and interest that may cause the amount stated to increase.

203. The Letter fails to state what part of the amount stated is attributable to principal.

204. The Letter fails to state what part of the amount stated is attributable to interest.

205. The Letter fails to state what part of the amount stated is attributable to late fees.

206. The Letter fails to state what part of the amount stated is attributable to other fees.

207. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

208. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any

given moment in the future.

209. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

210. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

211. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

212. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

213. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

214. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

215. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

216. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692g.

217. Because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.

218. For these reasons, Defendant violated 15 U.S.C. § 1692e.

CLASS ALLEGATIONS

219. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt using a collection letter that includes writing in Spanish from one year before the date of this Complaint to the present.

220. This action seeks a finding that Defendant’s conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

221. Defendant regularly engages in debt collection.

222. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter that includes writing in Spanish.

223. Plaintiffs' claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

224. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

225. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

226. Plaintiffs hereby demand a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and

- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k;
and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k;
and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: June 12, 2017

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders

Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiffs
Our File No.: 111671

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

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



Please call: (800) 846-6406
Between 8:00 AM and 9:00 PM.

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO:



P5T7H300201203 - 127433970 102406
KRISTINA ROALDSEN
18 PRINCETON ST
WILLISTON PK NY 11596-1325



PO BOX 46960
SAINT LOUIS MO 63146



YOU OWE: AMERICAN EXPRESS	GC NUMBER: 0284
CLIENT ACCOUNT NUMBER: ENDING 1008	BALANCE DUE: \$12,124.20

✂ *Please detach and return upper portion of statement with payment* ✂

June 24, 2016

File Number: 1349
Client Account Number: ENDING 61008

Dear Kristina Roaldsen,

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) 846-6406, 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,
Francisco Zacarias
Account Representative

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership -Collection Agency Division -6330 Gulfton, 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 \$12,124.20 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: _____

GC Services Limited Partnership

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

CONSUMER INFORMATION:

UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF GC SERVICES' INITIAL WRITTEN NOTICE TO YOU CONCERNING THIS DEBT, DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, THE DEBT WILL BE ASSUMED TO BE VALID BY GC SERVICES. IF YOU NOTIFY GC SERVICES IN WRITING WITHIN THE ABOVE DESCRIBED THIRTY (30) DAY PERIOD THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, GC SERVICES WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AGAINST YOU AND A COPY OF SUCH VERIFICATION OR JUDGMENT WILL BE MAILED TO YOU BY GC SERVICES. UPON YOUR WRITTEN REQUEST WITHIN THE ABOVE DESCRIBED THIRTY (30) DAY PERIOD, GC SERVICES WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

THE DEMANDS FOR PAYMENT IN THIS LETTER DO NOT REDUCE YOUR RIGHTS TO DISPUTE THIS DEBT, OR ANY PORTION THEREOF, AND/OR TO REQUEST VERIFICATION WITHIN THE THIRTY (30) DAY PERIOD AS SET FORTH ABOVE.

ESTE ES UN INTENTO PARA COBRAR UNA DEUDA Y CUALQUIER INFORMACION OBTENIDA SERA USADA CON ESE PROPOSITO.

INFORMACION AL CONSUMIDOR:

A MENOS QUE USTED, DENTRO DE LOS TREINTA (30) DIAS RECIBIR NOTIFICACION ESCRITA INICIAL RELATIVA A ESTA DEUDA, DISPUTE LA VALIDEZ DE LA DEUDA, O CUALQUIER PARTE DE LA MISMA, LA DEUDA SERA ASUMIDA COMO VALIDA POR GC SERVICES. SI USTED NOTIFICA A GC SERVICES POR ESCRITO DENTRO DEL ANTES MENCIONADO PERIODO DE TREINTA (30) DIAS, QUE LA DEUDA, O CUALQUIER PORCION DE LA MISMA, ES CUESTIONADA, GC SERVICES OBTENDRA VERIFICACION DE LA DEUDA O UNA COPIA DE UN DICTAMEN CONTRA USTED Y GC SERVICES LE ENVIARA POR CORRERO UNA COPIA DE DICHA VERIFICACION O DICTAMEN. SI USTED LO SOLICITA POR ESCRITO DENTRO DEL ANTES MENCIONADO PERIODO DE TREINTA (30) DIAS, GC SERVICES LE COMUNICARA EL NOMBRE Y DIRECCION DEL ACREEDOR ORIGINAL, SI FUERA DISTINTO DEL ACREEDOR ACTUAL.

LAS DEMANDAS DE PAGO DE ESTA CARTA NO REDUCEN SUS DERECHOS DE DISPUTAR ESTA DEUDA, O CUALQUIER PORCION DE LA MISMA, Y/O A SOLICITAR VERIFICACION DENTRO DEL PERIODO DE TREINTA (30) DIAS ANTES MENCIONADO.

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



CDGCSV70 057
PO Box 930824
Wixom MI 48393-0824
RETURN SERVICE REQUESTED



GC Services Limited Partnership



Please call: 866-678-4573
Calls may be monitored or recorded



CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

July 4, 2016

166294407



Ilse Smith
62 Bank St
Center Moriches NY 11934-2410

**PO BOX 3855
HOUSTON TX 77253**

YOU OWE: Citibank, N.A. CLIENT ACCOUNT NUMBER: ENDING 0790	GC NUMBER: [REDACTED] 0042 BALANCE DUE: \$3,986.04
--	---

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

July 4, 2016

File Number: [REDACTED] **1579**
Client Account Number: **ENDING 0790**

RE: SEARS GOLD MASTERCARD

Dear ILSE SMITH,

We are writing to let you know that your account with Citibank, N.A., with an overdue balance of \$3,986.04, has been referred to us.

We understand you may not be able to pay the entire balance in one payment. We are here to work with you to find a mutually agreeable solution. We invite you to contact us so that we can discuss your particular financial circumstances, as well as opportunities our client may have available for you. Please contact us at 866-678-4573 to discuss payment options that may be available to you on your account.

However, if you are able to pay the balance due at this time, please send us your payment using the enclosed envelope. Please make your check payable to "Citibank, N.A.".

We look forward to helping you resolve your account. Thank you.

Sincerely,

Douglas Kemp
Account Representative

** As of the date of this letter, you owe \$3,986.04. Because of interest, late charges, and other charges that may vary from day to day, the amount due 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

IMPORTANT: BE CERTAIN YOUR ACCOUNT IS CORRECT.

HOME PHONE : _____

NEW ADDRESS : _____

EMPLOYER : _____ PHONE: _____

EMPLOYER ADDRESS : _____

GC Services Limited Partnership

CONSUMER INFORMATION:

Unless you, within thirty (30) days after your receipt of this letter, dispute the validity of the debt, or any portion thereof, we will assume the debt to be valid. If you notify us in writing within the above described thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you. Additionally, upon your written request within the above described thirty (30) day period, we will provide you with the name and address of the original creditor, if it is different than the current creditor.

The request for you to pay the balance owed in this letter does not reduce your rights to dispute this debt, or any portion thereof, and/or to request verification within the thirty (30) day period as set forth above.

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
New York Residents: As a debt collector, GC Services is prohibited under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., from engaging in abusive, deceptive, and unfair debt collection efforts, including, but not limited to the use or threat of violence; use of obscene or profane language; and making repeated phone calls with the intent to annoy, abuse or harass while attempting to collect a debt.

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

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: KRISTINA ROALDSEN
DEFENDANTS: GC SERVICES LIMITED PARTNERSHIP
(b) County of Residence of First Listed Plaintiff: NASSAU
(c) Attorneys: BARSHAY SANDERS, PLLC

II. BASIS OF JURISDICTION: U.S. Government Plaintiff
III. CITIZENSHIP OF PRINCIPAL PARTIES: Citizen of This State

IV. NATURE OF SUIT: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

V. ORIGIN: 1 Original Proceeding

VI. CAUSE OF ACTION: 15 USC §1692 Fair Debt Collection Practices Act Violation

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

VIII. RELATED CASE(S) IF ANY: (See Instructions) JUDGE DOCKET NUMBER

DATE: June 14, 2017 SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFF 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, Craig B. Sanders, 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: 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
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

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? _____

(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 Craig B. Sanders

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

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

Kristina Roaldsen and Ilse Smith, individually and on behalf of all others similarly situated)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
GC Services Limited Partnership)	
<i>Defendant(s)</i>)	

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:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GC Services Sued Over Allegedly Ambiguous Letters](#)
