

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

RONNIE E. DICKENS, on behalf of himself  
and others similarly situated,

Plaintiff,

v.

GC SERVICES LIMITED PARTNERSHIP,

Defendant.

Case No. 8:16-cv-00803-JSM-TGW

**DEFENDANT GC SERVICES LIMITED PARTNERSHIP'S  
DISPOSITIVE MOTION TO DISMISS FOR LACK OF SUBJECT MATTER  
JURISDICTION AND ITS MEMORANDUM OF LAW IN SUPPORT THEREOF**

Defendant GC Services Limited Partnership (“GC Services” or “Defendant”) moves the Court to dismiss this action under Rule 12(b)(1) of the Federal Rules of Civil Procedure for lack of subject matter jurisdiction as to all of Plaintiff’s claims because Plaintiff lacks standing to bring this suit. Accordingly, the Court should dismiss Plaintiff’s Complaint in its entirety for the following reasons:

**SUMMARY OF ARGUMENT**

Plaintiff simply does not have standing to bring suit. Article III of the Constitution requires Plaintiff to allege facts showing an injury in fact in order for the Court to have subject matter jurisdiction to adjudicate Plaintiff’s claims. As the Supreme Court has recently reaffirmed, an injury in fact means an invasion of a legally protected interest that is concrete and particularized, and actual or imminent, *not* conjectural or hypothetical, as Plaintiff here alleges.

Indeed, Plaintiff alleges only hypothetical violations of the Fair Debt Collection Practices Act (“FDCPA” or the “Act”) without any showing Plaintiff suffered any actual harm. In fact, Plaintiff did not. Specifically, the named Plaintiff alleges GC Services mailed Plaintiff a letter (the “Letter”) that he opines misstated the method for disputing his debt and requesting the name and address of the original creditor. However, Plaintiff does not allege how the allegedly misstated language injured Plaintiff in any way, and the evidence submitted herewith shows GC Services’ Letter did not injure Plaintiff at all. Specifically, Plaintiff does not allege he attempted, and in fact he did not attempt, to contact GC Services to dispute his debt or to request the name and address of the original creditor within the statutory thirty-day period after receiving the Letter. Plaintiff did not call, nor does he even allege he called, GC Services for any reason whatsoever. Importantly, Plaintiff could not have suffered any injury because, had he contacted GC Services *in any manner*, all of his purely hypothetical concerns would have been addressed, *just as if he had written* to GC Services. Accordingly, Plaintiff has no injury and, not surprisingly, therefore fails to allege facts showing a concrete injury as required to show standing to sue. Thus, this Court lacks subject matter jurisdiction to adjudicate this case and it should be dismissed.

#### LEGAL STANDARD

Article III of the Constitution limits the judicial power of the federal courts to actual “Cases” and “Controversies.” U.S. Const. Art. III, § 2, cl. 1. To invoke this power, a litigant must have standing. *Hollingsworth v. Perry*, 570 U.S. \_\_\_, 133 S. Ct. 2652, 2661 (2013). The plaintiff, as the party invoking federal jurisdiction, bears the burden of establishing standing. *FW/PBS, Inc. v. Dallas*, 493 U.S. 215, 231 (1990). An objection to a federal court’s lack of

subject matter jurisdiction may be raised by a party at any stage in litigation. Fed. R. Civ. P. 12(h); *Arbaugh v. Y & H Corp.*, 546 U.S. 500, 506 (2006).

Standing requires the plaintiff suffered (1) an injury in fact, that is (2) fairly traceable to challenged conduct of the defendant, and that is (3) likely to be redressed by a favorable judicial decision. *Friends of the Earth, Inc. v. Laidlaw Env'tl. Servs. (TOC), Inc.*, 528 U.S. 167, 180-81 (2000). In a class action, the court analyzes the injuries alleged by the named plaintiff, not unnamed members of the potential class, to determine whether the plaintiff has Article III standing. *Warth v. Seldin*, 422 U.S. 490, 502 (1975); *O'Shea v. Littleton*, 414 U.S. 488, 494 (1974). Where, as here, a case is at the pleading stage, the plaintiff must clearly allege facts demonstrating each element of standing. *Warth*, 422 U.S. at 518.

As the Supreme Court has consistently emphasized, the injury in fact requirement is the “first and foremost” of standing’s three requisite elements. *Steel Co. v. Citizens for Better Environment*, 523 U.S. 83, 103 (1998). *Accord, Toll Bros. v. Twp. of Readington*, 555 F.3d 131, 138 (3d Cir. 2009). At the pleading stage, to establish an injury in fact, the plaintiff must allege facts that show he suffered “an invasion of a legally protected interest” that is “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.” *Spokeo, Inc. v. Robins*, 578 U.S. \_\_\_, 136 S. Ct. 1540, 2016 U.S. LEXIS 3046, \*13 (2016). Allegations of “possible future injury,” such as those Plaintiff alleges here, are too speculative to satisfy the imminence requirement. *Clapper v. Amnesty Int’l USA*, 568 U.S. \_\_\_, 133 S. Ct. 1138, 1147 (2013). As the Supreme Court explained in *Spokeo*, a pleading that points out an alleged failure to comply with a federal law, but fails to link any alleged failure to any actual harm to the plaintiff, fails to establish standing.

For an injury to be particularized it must affect the plaintiff in a personal and individual way. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560, n. 1 (1992).<sup>1</sup> However, particularized injury alone is not sufficient. Indeed, to establish an injury in fact the injury must also be **concrete**. *Spokeo*, 2016 U.S. LEXIS 3046, \*14. A “concrete” injury must be “*de facto*,” that is, it must actually exist. *Id.* The Supreme Court has defined concrete injury as “real and not abstract.” *Id.* Thus, bare, procedural violations of a statute, divorced from allegations showing actual, concrete harm, cannot satisfy the injury in fact requirements of Article III. *Id.* (citing *Summers v. Earth Island Institute*, 555 U.S. 488, 496 (2009)). Moreover, and as the Supreme Court’s opinion in *Spokeo* demonstrates, even where Congress grants a statutory right and purports to authorize suit to vindicate that right, standing is not automatic and an actual, concrete injury still must be shown. *Id.* It is beyond reasonable argument that Plaintiff has failed to allege any concrete harm resulting from the alleged, *procedural* violations of the FDCPA he claims. Moreover, the evidence shows Plaintiff could not have suffered, and actually did not suffer, any injury at all based upon any alleged violation of the FDCPA as he hypothetically advances. Simply put, Plaintiff does not have standing to bring suit.

#### ARGUMENT & AUTHORITIES

##### **I. Plaintiff does not have standing to bring the claims asserted in Count I.**

Congress enacted the FDCPA to eliminate abusive debt collection practices. 15 U.S.C. § 1692(e). To achieve this end, the Act prohibits debt collectors from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C.

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<sup>1</sup> Thus, Plaintiff must allege and show he has personally been actually injured by GC Services’ actions. *Spokeo*, 2016 U.S. LEXIS 3046, \*12, n. 6.

§ 1692e. The Act further requires debt collectors to send the consumer a written “validation” notice informing the consumer of his or her right to obtain from the debt collector verification of the debt or a copy of a judgment against the consumer by notifying the debt collector in writing, within 30 days after receipt of the notice, that the consumer disputes the debt, or any portion thereof. *Id.*, § 1692g(a)(4). Of course, “there is certainly nothing in the statute prohibiting a debt collector from also furnishing debt verification [or a copy of a judgment against the consumer] when requested to do so by way of a telephone call,” *Tipping-Lishie v. Riddle and Riddle & Assocs.*, 2000 U.S. Dist. LEXIS 2477 at \*11 (E.D.N.Y. Mar. 1, 2000), and the evidence shows Plaintiff could not have been injured because GC Services offered Plaintiff just that.

Plaintiff alleges in Count I that GC Services violated 15 U.S.C. § 1692g(a)(4) by “failing to inform Plaintiff that Defendant need only mail verification of the Debt to him, and a copy of any judgment, if he notified Defendant that he disputed the Debt, or any portion thereof, *in writing.*” Dkt. 1, ¶ 40 (emphasis in original). However, Plaintiff does not identify any harm to Plaintiff caused by the violation he alleges, and the evidence disproves any possibility of actual, concrete injury. For example, Plaintiff does not, because he cannot, based on the language contained in the Letter, claim he mistakenly attempted to dispute his debt by phone, thereby failing to effectively trigger GC Services’ obligation to obtain and provide verification of the debt or a copy of any judgment within the statutory 30-day period. To be sure, as the Declaration of Mark Schordock, attached hereto as Exhibit A, shows, Plaintiff cannot sue based on such a claim because neither Plaintiff, nor anyone on his behalf, contacted GC Services by phone, letter, or otherwise for any reason after GC Services sent the December 24, 2015, Letter about which Plaintiff complains.

**II. Plaintiff does not have standing to bring the claims asserted in Count II.**

The Act also requires that the written validation notice inform the consumer of his or her right to obtain from the debt collector the name and address of the original creditor, if different from the current creditor, by notifying the debt collector of such a request within the 30-day period, and it is correct to say this debt collector is only obligated under the statute to provide such information if the consumer's request is in writing. However, again, as the Court made clear in *Tipping-Lishie v. Riddle and Riddle & Assocs., supra*, nothing prohibits the debt collector from honoring such a request made verbally, and that is exactly what GC Services was fully prepared to do, *if the Plaintiff had actually had any desire or made any effort to seek such information*. In Count II, Plaintiff alleges GC Services violated 15 U.S.C. § 1692g(a)(5) by “failing to inform Plaintiff that Defendant need only provide him the name and address of the original creditor, if different from the current creditor, if he notified Defendant of his request for that information *in writing*.” Dkt. 1, ¶ 45 (emphasis in original). However, since Plaintiff does not claim any desire to avail himself of this opportunity, and certainly he made no effort whatsoever to do so, Plaintiff identifies no harm to Plaintiff caused by this alleged violation either, and the evidence disproves any possibility of actual, concrete injury. For example, Plaintiff does not, because he cannot, based on the language contained in the Letter, claim he mistakenly attempted to request the name and address of the original creditor by phone, thereby failing to effectively trigger, within the statutory 30-day period, GC Services' statutory obligation to provide the name and address of the original creditor, if different from the current creditor. To be sure, as the Declaration of Mark Schordock, attached hereto as Exhibit A, shows, Plaintiff cannot make such a claim because neither Plaintiff, nor anyone on his behalf, contacted

GC Services by phone, letter, or otherwise for any reason after GC Services sent the December 24, 2015, Letter about which Plaintiff complains.

**III. Plaintiff does not have standing to bring the claims asserted in Count III.**

In Count III, Plaintiff alleges “Defendant’s December 24, 2015 communication did not contain the proper disclosures required by 15 U.S.C. § 1692g(a)(4) and 15 U.S.C. § 1692g(a)(5), and Defendant did not provide such disclosures within five days thereafter,” and “[a]s a result, Defendant misstated the law, and misrepresented consumer rights under the FDCPA, in violation of 15 U.S.C. § 1692e.” Dkt. 1, ¶¶ 49-50. However, Plaintiff’s bases for the alleged violation of 15 U.S.C. § 1692e, which prohibits a debt collector from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt,” are limited to and simply restate the aforementioned factual allegations that GC Services’ Letter a) failed to inform Plaintiff that GC Services need only mail verification of the debt or a copy of any judgment to Plaintiff if he notified GC Services in writing that he disputed the debt, or any portion thereof; and b) failed to inform Plaintiff that GC Services need only provide him the name and address of the original creditor, if different from the current creditor, if he notified GC Services of his request in writing. Dkt. 1, ¶¶ 40, 45, 47-50. As to this purportedly separate claim, Plaintiff alleges no more than hypothetical violations of the FDCPA without any showing Plaintiff suffered actual harm.

**IV. Plaintiff does not have standing to bring a claim involving 15 U.S.C. § 1692g(b).**

Lastly, Plaintiff claims GC Services’ alleged “misstatement [contained in the Letter] of the rights afforded by the FDCPA ... could lead the least-sophisticated consumer to waive or otherwise not properly vindicate her rights under the FDCPA” because “failing to dispute the

debt *in writing*, or failing to request the name and address of the original creditor, *in writing*, would cause a consumer to waive the important protections afforded by 15 U.S.C. § 1692g(b)—namely, that a debt collector cease contacting the consumer until the debt collector provides the consumer with verification of the alleged debt and/or the original creditor’s name and address, as requested.” Dkt. 1, ¶¶ 27-28 (emphasis in original). This assertion is simply a rehash of Plaintiff’s first, second, and third claims alleging only a hypothetical injury and, once again, Plaintiff fails to explain how a debt collector, like Defendant, that honors the same requests made verbally, could cause any injury and, more importantly, Plaintiff wholly fails to identify any actual, concrete harm to Plaintiff caused by this alleged violation either, and the evidence disproves any possibility of actual, concrete injury. Again, Plaintiff does not, because he cannot, based on the language contained in the Letter, claim he mistakenly attempted to dispute his debt or request the name and address of the original creditor by phone, thereby failing to effectively trigger, within the statutory 30-day period, GC Services’ obligation to cease collection of the debt until GC Services provided Plaintiff with verification of the debt and/or the original creditor’s name and address. It is beyond reasonable argument, as the Declaration of Mark Schordock, attached as Exhibit A, shows, Plaintiff cannot make such a claim because neither the Plaintiff, nor anyone on his behalf, contacted GC Services by phone, letter, or otherwise for any reason after GC Services sent the December 24, 2015, Letter about which Plaintiff complains.

In fact, it is and has been GC Services’ policy and procedure to obtain verification of the debt or provide the name and address of the original creditor, if different from the current creditor, even if the consumer, or someone on the consumer’s behalf, contacts GC Services within the statutory 30-day period by phone, or some other non-written method, to dispute the

debt, or any portion thereof, or request the name and address of the original creditor in connection with Defendant's collection efforts for this creditor, Synchrony Bank. Furthermore, consistent with GC Services' policies and procedures, any such non-written dispute or request for the name and address of the original creditor received from the consumer, or someone on the consumer's behalf, would cause GC Services to cease collection of this debt until GC Services provided the consumer with verification of the debt and/or the original creditor's name and address. See Ex. A. Therefore, even if, *hypothetically*, as Plaintiff pontificates, Plaintiff had actually attempted to dispute the debt or request the name and address of the original creditor by phone, GC Services would have processed such a dispute or request just as it would have a dispute or request by letter, and ceased collection of the debt until GC Services provided Plaintiff with verification of the debt and/or the original creditor's name and address, regardless of whether the law allowed GC Services to demand a dispute of the debt or request for the original creditor's name and address in writing.

It has been GC Services' policy and procedure to make and maintain a record in the consumer's account at GC Services of each time the consumer, or someone on the consumer's behalf, contacts GC Services by letter, phone, or otherwise. See Ex. A. Therefore, had Plaintiff, or someone on his behalf, contacted GC Services by phone or otherwise after GC Services sent the December 24, 2015, Letter, GC Services would have made and maintained a record of that communication, and would have accepted and processed the Plaintiff's dispute and/or request for the name and address of the original creditor, and ceased collection of the debt until GC Services provided Plaintiff with verification of the debt and/or the original creditor's name and address. Plaintiff had no such communication in any form. Ex. A.

At bottom, but quite obviously, all of Plaintiff's claims rest solely on whether Defendant has satisfied the technical, procedural wording requirements of the FDCPA regarding the contents of the validation notice, i.e., the Letter, *without any regard to whether Plaintiff did or will suffer any harm*. Dkt. 1, ¶¶ 38-41, 43-46, 49-50; 15 U.S.C. § 1692g. Such a bare, procedural violation of a federal statute, without more, does not establish a sufficient concrete injury for Plaintiff to have standing. *Spokeo*, 2016 U.S. LEXIS 3046, \*16.

The Plaintiff's allegations in the instant case are quite analogous to those rejected by the Supreme Court in its recent decision in *Spokeo*. There, the plaintiff brought an action under the Fair Credit Reporting Act ("FCRA") alleging the defendant, Spokeo, had included false information about the plaintiff in a consumer report, allegedly in violation of the FCRA which, like the FDCPA, allows for statutory damages even in the absence of actual damages. *Spokeo*, 2016 U.S. LEXIS 3046, \*8. The plaintiff alleged in *Spokeo* the defendant violated the FCRA by failing to "follow reasonable procedures to assure the maximum possible accuracy" of the consumer report. *Id.*, at \*6, citing 15 U.S.C. § 1681e(b). Although, like the FDCPA, the FCRA does not require a showing of actual damages to establish a violation of the statute, the District Court nonetheless dismissed the plaintiff's complaint for failure to allege an injury in fact. *Id.*, at \*9-10; *see also* 15 U.S.C. § 1681n(a). The Ninth Circuit reversed the District Court on the grounds the plaintiff had sufficiently alleged a violation of *his* statutory rights regarding *his* credit information. *Spokeo, supra*, at \*5.

The Supreme Court vacated the Ninth Circuit's decision on the grounds the Circuit Court focused exclusively, yet inappropriately, on the particularity requirement, but overlooked whether the "bare, procedural violation" alleged was sufficiently concrete to establish an injury

in fact. *Spokeo*, 2016 U.S. LEXIS 3046, \*5-6. Specifically, the Supreme Court held the Ninth Circuit failed to consider whether Spokeo's alleged failure to assure the "maximum possible accuracy" of the plaintiff's consumer report caused the plaintiff any harm or presented any material risk of harm. *Id.*, at \*17-18. The Supreme Court specifically noted that not all inaccuracies in a consumer's credit report cause harm or present any material risk of harm and remanded the case to the Ninth Circuit to reconsider the concreteness requirement. *Id.*

Even more clearly than in *Spokeo*, Plaintiff here alleges no more than a hypothetical, procedural violation of a federal statute without any showing the hypothesized violation caused Plaintiff harm or any material risk of harm. Specifically, as in *Spokeo*, Plaintiff here complains about whether Defendant satisfied the technical requirements of the FDCPA regarding the contents of a validation notice *without any allegation of how the alleged violation actually affected the Plaintiff*, Dkt. 1, ¶¶ 38-41, 43-46, 49-50; 15 U.S.C. § 1692g, while the evidence shows it did not affect the Plaintiff at all. Although, much like the FCRA, the FDCPA allows plaintiffs to recover statutory damages without proof of actual harm, *compare* 15 U.S.C. § 1681n(a) with 15 U.S.C. § 1692k(a), as the *Spokeo* decision makes clear, a procedural violation of a federal statute, without more, does not establish a concrete injury in fact and, therefore, fails to establish standing to sue. *Spokeo*, 2016 U.S. LEXIS 3046, \*16.

Indeed, even more patent than the facts presented in *Spokeo*, Plaintiff's allegation here, that the alleged misstatement contained in GC Services' Letter regarding the rights afforded by the FDCPA "**could** lead the least-sophisticated consumer to waive or otherwise not properly vindicate her rights under the FDCPA," Dkt. 1, ¶ 27 (emphasis added), lays bare the fact that Plaintiff alleges nothing more than a hypothetical claim with no actual injury. Such alleged

hypothetical injuries are unquestionably insufficiently concrete to establish the requisite injury in fact. *Spokeo*, 2016 U.S. LEXIS 3046, \*13, citing *Lujan*, 504 U.S. at 560. Plaintiff does not have standing to assert any of the claims raised in the Complaint, and this Court does not have subject matter jurisdiction to adjudicate them.

#### **CONCLUSION**

Plaintiff has failed to allege a single concrete injury resulting from the alleged FDCPA violations. Rather, Plaintiff raises hypothetical harms that were never sustained. Thus, having failed to allege an injury in fact, Plaintiff does not have standing to bring suit, and this case must be dismissed.

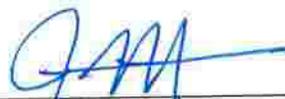
#### **RELIEF REQUESTED**

WHEREFORE, Defendant, GC Services Limited Partnership, respectfully prays this Honorable Court grant this motion to dismiss for lack of subject matter jurisdiction, and for such other relief as this Court deems just and proper.

Respectfully Submitted,

William S. Helfand  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
24 Greenway Plaza, Ste. 1400  
Houston, Texas 77046  
Telephone: (713) 659-6767  
Facsimile: (713) 759-6830  
bill.helfand@lewisbrisbois.com  
*Trial Counsel*  
*Admitted Pro Hac Vice*

and



John N. Muratides, Esquire  
Florida Bar No. 0293105  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
401 E. Jackson Street, Suite 2200 (33602)  
Post Office Box 3299  
Tampa, Florida 33601  
Telephone: (813) 223-4800  
Facsimile: (813) 222-5089  
Email: jmuratides@stearnsweaver.com  
Email: lwade@stearnsweaver.com

*Attorneys for Defendant*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 12, 2016, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participants: [none at this time].



John N. Muratides

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

RONNIE E. DICKENS, on behalf of himself  
and others similarly situated,

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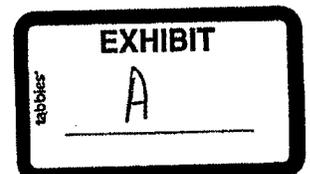
Case No. 8:16-cv-00803-JSM-TGW

**DECLARATION OF MARK SCHORDOCK**

1. My name is Mark Schordock. I am employed by GC Services Limited Partnership ("GC Services") as an Executive Vice President of GC Services' Operations. In this role, I oversee, among other things, the company's collection efforts on behalf of Synchrony Bank, the creditor about whom GC Services wrote the Plaintiff the letter of which he complains in this lawsuit.

2. I have personal knowledge of GC Services' policies and procedures, including those regarding GC Services' compliance with the Fair Debt Collection Practices Act ("FDCPA"), because I have been trained in and utilize GC Services' policies and procedures in my work for GC Services. I also have knowledge of GC Services' efforts to collect a debt from the Plaintiff in this lawsuit as well as GC Services' records of whether the Plaintiff has ever contacted GC Services regarding any aspect of this reported debt or GC Services' collection efforts. I am authorized to testify on GC Services' behalf on these issues.

3. While GC Services acknowledges the FDCPA does not require a debt collector to obtain verification of the debt or a copy of a judgment against the consumer and mail a copy of such verification or judgment to the consumer without having received the consumer's dispute of the debt,



or any portion thereof, in writing within 30 days of the consumer's receipt of GC Services' notice of the debt, in connection with GC Services' efforts to collect debts for Synchrony Bank, it is and has been GC Services' policy and procedure to obtain and provide a consumer verification of a debt, or a copy of a judgment against the consumer, and mail a copy of such verification or judgment to the consumer, even if the consumer, or someone on the consumer's behalf, contacts GC Services by phone, or some other non-written means, to dispute the debt, or any portion thereof, within 30 days of the consumer's receipt of GC Services' notice of the debt.

4. Likewise, while GC Services acknowledges the FDCPA does not require a debt collector to provide the consumer with the name and address of the original creditor, if different from the current creditor, without having received the consumer's request for that information in writing within the 30-day period described above, in our collection efforts for Synchrony Bank, it is and has been GC Services' policy and procedure to provide a consumer with the name and address of the original creditor, if different from the current creditor, even if the consumer, or someone on the consumer's behalf, contacts GC Services by phone, or some other non-written means, to request the name and address of the original creditor.

5. Likewise, while GC Services acknowledges the FDCPA does not require a debt collector to cease collection of a debt, or any disputed portion thereof, without having received written notification from the consumer within the above-described 30-day period that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, it is and has been GC Services' policy and procedure, in collection efforts for Synchrony Bank, to cease collection of the debt, or any disputed portion thereof, until GC Services obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the

consumer by GC Services, even if the consumer, or someone on the consumer's behalf, contacts GC Services by phone, or some other non-written means, to dispute the debt, or any portion thereof, or request the name and address of the original creditor.

6. It also is a part of GC Services' policies and procedures in collection efforts for Synchrony Bank for GC Services to make and maintain a notation in the collection record for each collection account, maintained for each consumer-debtor, each time the consumer, or someone on the consumer's behalf, contacts GC Services by letter, phone, or otherwise regarding the company's debt collection efforts.

7. I have knowledge of all of GC Services' collection account records regarding the Plaintiff, identified as Ronnie E. Dickens of Florida, whose full address is omitted to maintain Plaintiff's privacy. I have also read Plaintiff's Complaint in the above-referenced case and, among other things, I have confirmed these records are for the individual identified as the Plaintiff in this lawsuit.

8. GC Services was retained by Synchrony Bank to collect a debt owed to it by Ronnie E. Dickens. As Mr. Dickens alleges, on December 24, 2015, GC Services mailed the letter attached as Exhibit A to the Plaintiff's Complaint to the Plaintiff in connection with GC Services' efforts to collect the debt owed by Plaintiff, Ronnie E. Dickens, to Synchrony Bank.

9. Neither the Plaintiff, nor anyone on his behalf, contacted GC Services by phone, letter, or otherwise for any reason after GC Services mailed the December 24, 2015, letter to the Plaintiff. This is consistent with the fact that the Plaintiff made no effort to contact GC Services by any method to dispute his debt, or request the name and address of the original creditor, before, or even after, filing suit because, had the Plaintiff, or someone on his behalf, contacted GC Services, we would have a record of the contact and, had any such contact been to dispute the Plaintiff's debt to

Synchrony Bank, or request the name and address of the original creditor, GC Services would have ceased collection of the debt, or any disputed portion thereof, until we obtained verification of the debt, or the name and address of the original creditor, and a copy of such verification or name and address of the original creditor was mailed to the Plaintiff by GC Services, regardless of the means by which the Plaintiff, or anyone on his behalf, may have chosen to contact GC Services.

10. In connection with GC Services' efforts to collect the Plaintiff's debt to Synchrony Bank, GC Services would have made no distinction in its handling of any dispute of the Plaintiff's debt or request for the name and address of the original creditor, regardless of the means by which the Plaintiff could have, but did not, choose to contact GC Services.

I declare under penalty of perjury that all of the foregoing is true and correct.

Executed on July 8, 2016.



Mark Schordock