IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

FINEMAN KREKSTEIN & HARRIS, P.C.
A Pennsylvania Professional Corporation
BY: RICHARD J. PERR, ESQUIRE
MONICA M. LITTMAN, ESQUIRE
Ten Penn Center
1801 Market Street, Suite 1100
Philadelphia, PA 19103-1628
(v) 215-893-9300; (f) 215-893-8719
rperr@finemanlawfirm.com; mlittman@finemanlawfirm.com
Attorneys for Defendant Global Credit & Collection Corp.

JENNIFER GUERRERO (FERNANDEZ), individually and on behalf of all others similarly situated, Plaintiff,	:	CIVIL ACTION
v.	:	No. 3:18-cv-07725-PGS-DEA
GLOBAL CREDIT & COLLECTION CORP., Defendant	:	

DEFENDANT GLOBAL CREDIT & COLLECTION CORP.'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT

Defendant, Global Credit & Collection Corp. ("Defendant"), by and through its undersigned counsel, respectfully submits this Memorandum of Law in Support of its Motion to Dismiss Plaintiff Jennifer Guerrero's ("Plaintiff") Amended Complaint pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

Table of Contents

Table of Authorities

Cases

Statutes

Rules

I. INTRODUCTION

On April 16, 2018, Plaintiff, Jennifer Guerrero ("Plaintiff"), filed a class action Complaint alleging that Defendant, Global Credit & Collection Corp. ("Defendant"), violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq*. ("FDCPA"). (Doc. 1). Plaintiff then filed an Amended Class Action Complaint ("Complaint") on June 6, 2018. (Doc. 5). Plaintiff claims that Defendant's collection letter, which contains the validation language set forth in Section 1692g of the FDCPA, is confusing to the least sophisticated consumer because it implies the debt may be disputed orally. This Court has recently decided several cases addressing facts *nearly identical* to the instant lawsuit, and has *rejected* the notion that language mirroring Defendant's violated the FDCPA. Accordingly, Plaintiff has failed to allege a plausible claim for relief under the FDCPA and this Court should dismiss Plaintiff's claims pursuant to Federal Rule of Civil Procedure 12(b)(6).

II. FACTUAL BACKGROUND

Plaintiff's Amended Complaint alleges two violations of the FDCPA in connection with Defendant's collection letter sent on January 3, 2018 ("the Letter"). (Doc. 5 at ¶¶ 46, 51; Doc. 5-1). The Letter states the following:

> Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

To discuss this account, call us at **(855) 440-6622**.

Sincerely,

Collections Department
(855) 440-6622

(Doc. 5-1).

In her Amended Complaint, Plaintiff claims the Letter is confusing to the least sophisticated consumer and thus violates the FDCPA. By using the word "if," Plaintiff alleges that Defendant "implies that such a written response is not, in fact, required." (Doc. 5 at ¶ 22). Plaintiff further alleges that the least sophisticated consumer would "believe that a legally effective dispute may be made by calling the defendant directly." (Doc. 5 at ¶ 25). As a result, Plaintiff claims that the Letter violates 15 U.S.C. § 1692e(10) by "making a false and misleading representation. . . ." (Doc. 5 at ¶ 48). Plaintiff additionally claims that Defendant's letter violates 15 U.S.C. § 1692g "by failing to clearly and effectively convey to the Plaintiff that any disputes must be in writing, [and] instead implying that such disputes may be made verbally as well." (Doc. 5 at ¶ 53).

III. STANDARD OF REVIEW

Federal Rule of Civil Procedure 12(b)(6) provides for the dismissal of a complaint for failure to state a claim upon which relief can be granted. Fed. R. Civ. P. 12(b)(6). To survive a motion to dismiss under Rule 12(b)(6), the complaint must plead "enough facts to state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). When ruling on a motion to dismiss, the court must accept all factual allegations in the pleadings as true and draw all reasonable inferences in favor of the non-moving party. *Id*. at 555-56.

"The United States Court of Appeals for the Third Circuit has explained that 'in deciding motions to dismiss pursuant to Rule 12(b)(6), courts generally may not consider matters extraneous

to the pleadings unless it is a matter of public record or is integral to or explicitly relied upon in the complaint.'" *In re Burlington Coat Factory Sec. Litig.*, 114 F.3d 1410, 1426 (3d Cir. 1997). Accordingly, this Court may consider the Letter at issue in this case, attached to the Amended Complaint as Exhibit A. (Doc. 5-1).

Rule 8 of the Federal Rules of Civil Procedure sets forth the general pleading requirements for claims brought in federal courts. Fed. R. Civ. P. 8. The first step in testing the sufficiency of the complaint is to identify any conclusory allegations. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). "Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." *Id.* (citing *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 555 (2007)). That is, "a plaintiff's obligation to provide the grounds of [his] entitlement to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Twombly*, 550 U.S. at 555. Although the court must accept well-pleaded factual allegations of the complaint as true for purposes of a motion to dismiss, the court is "not bound to accept as true a legal conclusion couched as a factual allegation." *Id.*

The second step requires the court to review the remaining factual averments to ensure the plaintiff has set forth a factual basis that provides more than the mere possibility that the alleged misconduct occurred.

> [O]nly a complaint that states a plausible claim for relief survives a motion to dismiss. Determining whether a complaint states a plausible claim for relief will, as the Court of Appeals observed, be a context-specific task that requires the court to draw on its judicial experience and common sense. But where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged – but it has not 'shown' – 'that the pleader is entitled to relief.'

Ashcroft, 556 U.S. at 679 (quoting Fed. R. Civ. P. 8(a)(2) (citations omitted).

IV. LEGAL ARGUMENT

A. Legal Standard

Section 1692g(a) of the FDCPA requires that a debt collector include the following in its notice to the consumer:

> (1) the amount of the debt;
> (2) the name of the creditor to whom the debt is owed;
> (3) 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;
> (4) 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; and
> (5) 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.

15 U.S.C. § 1692g(a) (emphasis added).

The Third Circuit has consistently upheld that language which mirrors Defendant's is compliant with the FDCPA. *See Wilson v. Quadramed Corp.*, 225 F.3d 350, 361 (3d Cir. 2000) (finding that language which informed the debtor as to defendant's payment process did not overshadow the validation notice's written requirement); *see Szczurek v. Professional Management, Inc.*, 627 Fed. Appx. 57, 61-62 (3d Cir. 2015) (finding that language which invited debtor to call in order to pay the outstanding balance did not overshadow the validation notice's written requirement); *see also Caprio v. Healthcare Revenue Recovery Group, LLC*, 709 F.3d 142, 152 (3d Cir. 2013) (finding that a letter which stated "if you feel you do not owe this amount, please call us" overshadowed the validation notice's written requirement); *see also Lainado v. Certified Credit & Collection Bureau*, 705 Fed. Appx. 87, 82 (3d Cir. 2017) (finding that a letter

which stated "should there be any discrepancy, please call" overshadowed the validation notice's written requirement).

A proper validation notice is ineffective if any portion of the letter "overshadow[s] or [is] inconsistent with the disclosure of the consumer's right to dispute the debt […]." 15 U.S.C. § 1692(g); *see also Wilson*, 225 F.3d at 354. The Third Circuit has interpreted Section 1692g(a)(3) to require "that any dispute, to be effective, must be in writing." *Graziano v. Harrison*, 950 F.2d 107, 112 (3d Cir. 1991).

A communication contradicts, or does not effectively convey the writing requirement, when "it provides information inconsistent with the consumer's right to dispute the debt." *Wilson*, 225 F.3d at 359. A collection letter which "invites the debtor to call to dispute the debt if he or she believes it to be wrong" overshadows a validation notice in violation of § 1692g(a)(3). *Anela v. AR Res., Inc.*, No. 17-5624, 2018 U.S. Dist LEXIS 97864, at *9 (E.D.Pa. June 12, 2018). Significantly, a collection letter that merely provides consumers with contact information does not violate the FDCPA. *See Riccio v. Sentry Credit, Inc.*, No 17-1773, 2018 U.S. Dist. LEXIS 15661 (D.N.J. 2018), *appeal docketed*, No. 18-1463 (3d Cir. Mar. 8, 2018) (finding that display boxes with contact information do not, without more, overshadow an effective validation notice).

The Third Circuit has adopted a "least-sophisticated consumer standard" for determining whether a party has fulfilled its statutory obligation. *Brown v. Card Serv. Ctr.*, 464 F.3d 450, 453 (3d Cir. 2006); *see also Wilson*, 225 F.3d at 354. The standard is an objective analysis that is designed to protect "all consumers, the gullible as well as the shrewd." *Brown,* 464 F.3d at 453. However, "while the least sophisticated consumer standard protects naïve consumers, it also prevents liability for bizarre or idiosyncratic interpretations of collection notices by preserving a quotient of reasonableness and presuming a basic level of understanding and willingness to read

with care." *Id*. at 454. It does not "provide solace to the willfully blind or non-observant." *Campuzano-Burgos v. Midland Mgmt., Inc.*, 550 F.3d 294, at 298-99 (3d Cir. 2008). "The debtor is still held to a quotient of reasonableness, a basic level of understanding, and a willingness to read with care. . . . *Id*. To determine whether Defendant's notice has been effectively conveyed and whether the requirement is clear, or if it has been overshadowed or contradicted, this Court must evaluate the notice from the perspective of the least sophisticated debtor.

B. Defendant's Letter Complied with the FDCPA and Recent Decisions From this Court Have Upheld Nearly Identical Language

This Court considered a factual situation nearly identical to the one at hand in *Magana v. Amcol Sys.*, No. 17-11541, 2018 U.S. Dist. LEXIS 94779 (D.N.J. 2018), *appeal docketed*, No. 18-2267 (3d Cir. June 7, 2018)\[1]. In *Magana*, the plaintiff incurred a debt which defendant sought to collect. *Id*. at *1. The defendant sent a collection letter to plaintiff informing her of her outstanding financial obligation. *Id*. at *2. The letter stated:

> Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request

[1]\ The plaintiff in *Riccio v. Sentry Credit, Inc.*, No 17-1773, 2018 U.S. Dist. LEXIS 15661 (D.N.J. 2018), *appeal docketed*, No. 18-1463 (3d Cir. Mar. 8, 2018) filed a Notice of Appeal with the Third Circuit on March 2, 2018, and the Court of Appeals will entertain a motion to consolidate the appeal with *Reizner v. Nat'l Recoveries, Inc.*, No. 17-2572, 2018 U.S. Dist. LEXIS 74229 (D.N.J. 2018), *appeal docketed*, No. 18-2008 (3d Cir. May 3, 2018). Furthermore, a motion to stay related appeals has been filed with regard to four (4) additional FDCPA actions that present either identical or very similar questions of law. *See Magana v. Amcol Sys.*, No. 17-11541, 2018 U.S. Dist. LEXIS 94779 (D.N.J. 2018), *appeal docketed*, No. 18-2267 (3d Cir. June 7, 2018); *Borozan v. Fin. Recovery Servs.*, No. 17-11542, 2018 U.S. Dist. LEXIS 104691 (D.N.J. 2018), *appeal docketed*, No. 18-2440 (3d Cir. June 26, 2018); *Robinson v. Northland Grp., Inc.*, No. 1:17-cv-12023, 2018 U.S. Dist. LEXIS 119518 (D.N.J. 2018), *appeal docketed*, No. 18-2741 (3d Cir. Aug. 3, 2018); and *Ferrulli v. BCA Fin. Servs.*, No. 17-cv-13177, 2018 U.S. Dist. LEXIS 168631 (D.N.J. 2018), *appeal docketed*, No. 18-3308 (3d Cir. Oct. 16, 2018).

> this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Id. at *2.

The letter further provided a phone number for the debtor to call to request additional information. *Id*. at *3. The plaintiff claimed that the collection letter's invitation to call contradicted the validation notice's written requirement. *Id*. at *3. Plaintiff claimed that because defendant did not explicitly state what type of "help" or "questions" could be rendered by telephone, the least sophisticated consumer would be justified in thinking that a debt could be dealt with over the phone by asking a "question." *Id*. at *8. The plaintiff further claimed, as the instant Plaintiff does here, that use of the word "if" in the letter contradicted or overshadowed the validation notice by implying a dispute need not be done in writing. *Id*. at 8.

This Court first determined whether the collection letter satisfied the requirement that the collector notified the debtor that any dispute be in writing. Based on a plain reading of the letter, this Court determined that defendant sufficiently conveyed the writing requirement. *Id*. at *9-10. The Court reasoned, "[d]efendant repeatedly stated that communications must be 'in writing,' and made no reference to any other form of communication with the office." *Id*. at *10.

Further, this Court rejected the plaintiff's claim that the invitation to call contradicted the validation notice. *Id*. at *12. While the text of the letter certainly invited a debtor to call defendant's office, the least sophisticated consumer could not reasonably interpret any such verbiage as conflicting with the validation notice requirements. The Court explained, "[o]ne must stretch their imagination past the point of discomfort, and past the point of the least sophisticated debtor, to read he phrase 'please contact' for 'questions' as being the equivalent to an invitation to call to dispute, quarrel, or argue over the validity of the claim." *Id*. As the debtor is presumed to

have read the entire notice, the least sophisticated consumer would understand that a dispute as to the validity referenced in the second paragraph is not encompassed by the invitation to ask questions in the first. *Id*. at *12-13. This Court further reasoned that the validation notice paragraph set forth the only conditions by which a consumer could dispute the debt, explaining that "neither this Court nor the least sophisticated debtor is at liberty to read other conditions into the letter" since the validation notice "clearly and concisely" laid out the requirements for making a dispute. *Id*. at *13. Thus, this Court dismissed plaintiff's 1692g(a)(3) claim, and also dismissed plaintiff's 1692e claim as it was based on the same set of facts as her § 1692g(a)(3) claim. *Id*. at *15-16.

In addition to *Magana*, this Court has consistently held that the plain meaning of a collection letter's text must govern. In *Riccio v. Sentry Credit, Inc.*, the defendant included a validation notice in its collection letter to plaintiff. *Riccio*, No. 17-1773, 2018 U.S. Dist. LEXIS 15661 (D.N.J. 2018), *appeal docketed*, No. 18-1463 (3d Cir. Mar. 8, 2018). A table that stated, "Contact us with one of our convenient options" followed the validation notice. *Id*. at *3. The table contained a telephone number, mailing address, and website to contact defendant. *Id*. at *2. In finding that the letter did not violate § 1692g(a)(3), this Court stated that "[n]o additional language appears on the Collection Letter asking or suggesting to consumers a dispute of the debt may be made via telephone call. The Collection Letter does not instruct [plaintiff] to call if she feels she does not owe the debt." *Id*. at *13.

This Court reached the same conclusion under a nearly identical set of facts in *Reynolds v. Encore Receivable Management*, No. 17-2207, 2018 U.S. Dist. LEXIS 83902, at *16 (D.N.J. May 18, 2018). In its collection letter to plaintiff, defendant included a validation notice and the sentence "Note: If payment has already been made, please notify this office at 866-247-1087." *Id*.

at *2. This Court *again* found that the least sophisticated consumer could not reasonably conflate the invitation to call with the stated requirements under which a party could properly dispute the outstanding balance. *Id*. at *13. The Court reasoned, "the validation notice . . . is not overshadowed or contradicted by the instruction to call [defendant] if [p]laintiff had already paid the debt. [Defendant's letter to plaintiff] does not indicate that [p]laintiff should telephone [defendant] to dispute the debt." *Id*.

In *Reizner v. Nat'l Recoveries, Inc.*, this Court also considered whether the defendant's language violated Sections 1692g(a)(3) or 1692e(10) of the FDCPA. *Reizner v. Nat'l Recoveries, Inc.*, No. 17-2572, 2018 U.S. Dist. LEXIS 74229 (D.N.J. 2018), *appeal docketed*, No. 18-2008 (3d Cir. May 3, 2018). In *Reizner*, the defendant's letter contained a paragraph informing the plaintiff of his validation rights, defendant's address, phone number, and available hours for contact. *Reizner*, No. 17-2572, 2018 U.S. Dist. LEXIS 74229, at *2-3. The plaintiff alleged that defendant violated the FDCPA by "leav[ing] the least sophisticated consumer unsure as to his rights." *Id*. at *11.

After undertaking an analysis of this Court's and the Third Circuit's case law concerning nearly identical claims, this Court held that the relevant language did not violate § 1692g(a)(3). *Id*. at *23. This Court reasoned, "[t]he validation notice appears in the first two paragraphs of the letter, and it precedes [the debt collector's] address and telephone number. The Collection Letter does not expressly state that Plaintiff should call to contest the debt. The validation language is also in bold font. In comparison, the information following the validation notice is in normal typeface. The validation notice is set off by a solid line, demarcating the notice from the rest of the letter's language." *Id*.

The validation notice in Defendant's Letter is ***identical*** to that which this Court analyzed in *Magana* and nearly identical to the language in *Reynolds and Reizner*. The validation notice is not misleading because it clearly states what Plaintiff must do to comply. In keeping with Third Circuit requirements, the paragraph informed the least sophisticated consumer that any dispute must be in writing. *See Magana*, No. 17-11541, 2018 U.S. Dist LEXIS 94779 at *13 (holding "the sufficient conditions set forth by the letter are the *only* conditions provided by the letter; neither this Court nor the least sophisticated debtor is at liberty to read other conditions into the letter.") (emphasis in original). Any other interpretation of the validation notice in the Letter would be bizarre or idiosyncratic, as the plain meaning of the paragraph's text sets forth what Plaintiff should do to validly dispute the amount. In addition to the decisions in *Magana*, *Riccio*, *Reynolds*, and *Reizner*, the overwhelming majority of district court opinions have found that the allegations Plaintiff puts forth here are not actionable under the FDCPA.\[2] *See Borozan v. Fin. Recovery Servs.*, No. 17-11542, 2018 U.S. Dist. LEXIS 104691 (D.N.J. 2018), *appeal docketed*, No. 18-2440 (3d Cir. June 26, 2018) (granting defendant debt-collector's motion to dismiss while finding that nothing in the collector's letter overshadows or contradicts the validation notice); *Robinson v. Northland Grp., Inc.*, No. 1:17-cv-12023, 2018 U.S. Dist. LEXIS 119518 (D.N.J. 2018), *appeal docketed*, No. 18-2741 (3d Cir. Aug. 3, 2018) (granting defendant debt-collector's motion to dismiss and holding "the collection letter . . . adequately provides an unsophisticated consumer

---

[2]/ In addition, courts from other districts have also held that similar language in collection letters is not violative of the FDCPA. *See Hillman v. NCO Fin. Sys.*, No. 13-2128, 2013 U.S. Dist. LEXIS 137221, *5, 7 (E.D. Pa. Sept. 25, 2013); *Velez v. Cont'l Serv. Grp.*, No. 17-2372, 2018 U.S. Dist. LEXIS 57282, *16 (M.D. Pa. Apr. 4, 2018); *Aronson v. Commercial Fin. Servs.*, No. 96-2113, 1997 U.S. Dist. LEXIS 23534, *9-10, (W.D. Pa. Dec. 22, 1997); *Sebrow v. NCO Fin. Sys., Inc.*, No. 08-1725, 2009 U.S. Dist. LEXIS 76582, *8-9 (E.D.N.Y. Aug. 27, 2009); *Borucki v. Vision Fin. Corp.*, No. 13-386, 2013 U.S. Dist. LEXIS 80419, *11-12 (E.D. Wis. June 7, 2013); *Moore v. Ingram & Assoc., Inc.*, 805 F. Supp. 7, 8-9 (D.S.C. Oct. 29, 1992); and *Parker v. CMRE Fin. Servs.*, No. 07-cv-1302, 2007 U.S. Dist. LEXIS 82272, *7-8 (S.D. Cal. Nov. 5, 2007).

with her rights, as required by the FDCPA."); *Ferrulli v. BCA Fin. Servs.*, No. 17-cv-13177, 2018 U.S. Dist. LEXIS 168631 (D.N.J. 2018), *appeal docketed*, No. 18-3308 (3d Cir. Oct. 16, 2018) (granting defendant debt-collector's motion to dismiss after finding that its collection letter did not overshadow or contradict the validation notice); *Rodriguez v. Northland Grp.*, LLC, No. 18-7692, 2018 U.S. Dist. LEXIS 209997, *14 (D.N.J. Dec. 13, 2018) (granting defendant debt-collector's motion to dismiss and stating, "nowhere does the notice suggest that a debtor may verbally dispute the debt.").

Plaintiff's theory of liability likely relies on two outlier decisions within the District of New Jersey. Those decisions hold that use of the word, "if" confuses the least sophisticated consumer as to whether a written response is required. *See Cadillo v. Stoneleigh Recovery Assocs., LLC*, No.17-cv-07472-SDW-SCM, 2017 U.S. Dist. LEXIS 210870, *6-7 (D.N.J. Dec. 21, 2017); *see Poplin v. Chase Receivables, Inc.*, No. 18-cv-404, letter order at Doc. 19 (D.N.J. Sept. 26, 2018) However, Defendant submits that these decisions were wrongfully decided and, as stated above, the majority of courts to reach this issue soundly reject this determination.

Moreover, Defendant's Letter conveys the validation notice's written requirement. The validation notice states that Plaintiff must contact the office "in writing" multiple times in order to dispute her debt. (Doc. 5-1). After the validation notice concludes, the Letter merely states, "To discuss this account, call us at **(855) 440-6622.**" (Doc. 5-1) (emphasis added and in original). Like the language in the above-cited cases, this language is merely an invitation to contact Defendant for customer service reasons and is not an avenue by which Plaintiff could dispute the debt. This invitation is unequivocal based on the plain meaning of Defendant's words. Thus, no contradiction exists between the Letter's invitation to discuss the account and the actual validation notice. Both passages stand separate and independent of one another. Just as in *Magana*, *Reizner*, *Riccio*, and

Reynolds, the least sophisticated consumer would understand that a dispute as to the validity of the debt stands separately from the invitation to ask questions since at no point did Defendant indicate that a party may call to dispute the debt.

Plaintiff's Complaint is a creative attempt to create liability under the FDCPA where none exists. The recent decisions from this Court are unequivocal: offering the opportunity to call Defendant's office, without more, does not allow the least sophisticated consumer to conclude that she may call to dispute her outstanding balance. As such, Plaintiff has failed to state any claim upon which relief may be granted. Accordingly, this Court should dismiss Plaintiff's claims pursuant to Fed. R. Civ. P. 12(b)(6).

V. CONCLUSION

For the foregoing reasons, Defendant Global Credit & Collection Corp. respectfully requests that this Court grant its Motion to Dismiss Plaintiff's Complaint, dismiss Plaintiff's Amended Complaint with prejudice, and award all other relief the Court deems fair and just.

FINEMAN KREKSTEIN & HARRIS, P.C.

By: /S/ Monica M. Littman

RICHARD J. PERR, ESQUIRE
MONICA M. LITTMAN, ESQUIRE
Ten Penn Center
1801 Market Street, Suite 1100
Philadelphia, PA 19103-1628
(v) 215-893-9300; (f) 215-893-8719
rperr@finemanlawfirm.com
mlittman@finemanlawfirm.com
Attorneys for Defendant Global Credit & Collection Corp.

Dated: December 28, 2018

CERTIFICATE OF SERVICE

I, MONICA M. LITTMAN, ESQUIRE, hereby certify that on this date I served a true and correct copy of the foregoing electronically, via the Court's CM/ECF system, on the following:

Yitzchak Zelman, Esquire
Ari H. Marcus, Esquire
Marcus & Zelman, LLC
701 Cookman Avenue, Suite 300
Asbury Park, NJ 07712
yzelman@marcuszelman.com
ari@marcuszelman.com

/S/ Monica M. Littman
MONICA M. LITTMAN, ESQUIRE

Dated: December 28, 2018