IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA GAINESVILLE DIVISION

DENISE BATTISTE,

Plaintiff,

v. CASE NO. 1:25cv71-RH-ZCB

IC SYSTEM, INC.,

Defendant.

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ORDER GRANTING SUMMARY JUDGMENT

This case arises under the Fair Debt Collection Practices Act. The principal issue is whether a debt collector may send the required disclosures under 15 U.S.C. § 1692g(a)—the so-called validation disclosures—by text and hyperlink rather than by hard copy. The answer is yes, at least when, as here, the text names the debt collector, says it is an attempt to collect a debt, names the creditor, and an easily accessible hyperlinked letter provides all the required additional information. This order rejects the plaintiff's contrary assertion and grants summary judgment for the defendant on this and other FDCPA claims.

I. Summary-judgment standard

On a summary-judgment motion, disputes in the evidence must be resolved, and all reasonable inferences from the evidence must be drawn, in favor of the nonmoving party. This order sets out the facts that way.

To prevail, the moving party must show that, when the facts are so viewed, the moving party "is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). A summary-judgment motion cannot be used to resolve in the moving party's favor a "genuine dispute as to any material fact." Fed. R. Civ. P. 56(a).

II. Facts

The plaintiff Denise Battiste entered into a contract of some kind with MAH Advising PLLC. She apparently made a $3,000 electronic payment of some sort toward the $10,000 contract amount, did not get what she thought she was entitled to, and blocked the $3,000 payment. MAH Advising hired the defendant IC System, Inc. to collect $10,000 from Ms. Battiste.

IC System began its collection effort by sending Ms. Battiste a text on August 6, 2024 at a phone number she had provided to MAH Advising. The text said it was a "communication from IC System, a debt collector," an "attempt to collect a debt," and that any information obtained would "be used for that purpose." *See* ECF No. 45-4 at 2. The text said a "private message from IC

System" concerning Ms. Battiste's MAH Advising account could be accessed through a link included in the text using her zip code as the password. *See id.*; *see also* Dove Dep., ECF No. 45-3 at 33–36 (testimony on a representative sample text) & 24 (stating the text messages are generated automatically). The link was to a letter providing all the additional information § 1692g(a) required IC System to send.

On August 16, 2024, IC System called Ms. Battiste. The caller asked whether Ms. Battiste still received mail at a specific address on Northwest 67 Terrace in Alachua, Florida. She responded no and said she would not provide further information until told the purpose of the call. The caller identified himself as "David, with IC System." The call was disconnected, apparently by Ms. Battiste; she has not asserted IC System ended the call.

On September 13, 2024, IC System called Ms. Battiste again. The caller gave her full name, said she was with IC System, and asked, for "verification purposes," whether Ms. Battiste still received mail at the same 67 Terrace address. Ms. Battiste said, "What do you want?" The caller repeated her name and IC System. Ms. Battiste asked, "What is IC?" The caller said, "We're calling on behalf of MAH Advising" and that she would "go into further detail" once she verified the address. Ms. Battiste ended the call.

IC System reported the debt to credit bureaus on October 6, 2025. Ms. Battiste noticed this and called IC System on October 9, 2025. She provided her address, and IC System provided further information, including dates of texts sent to Ms. Battiste. Ms. Battiste denied receiving the texts and disputed the debt.

Ms. Battiste does not allege IC System made any further collection effort after she disputed the debt.

III. Proceedings

Ms. Battiste filed this action against IC System on March 10, 2025. The complaint alleged violations of the federal Fair Debt Collection Practices Act (count 1) and its Florida counterpart (count 2). The factual allegations started with the September 13 telephone call; there was no mention of the August 16 call or the August 6 text and hyperlinked letter.

The order of December 4, 2025 dismissed the complaint for failure to allege injury sufficient to establish standing. The order granted leave to amend. Ms. Battiste filed an amended complaint on January 5, 2026, again alleging violations of the federal FDCPA (count 1) and its Florida counterpart (count 2). Count 1 alleges violations of multiple FDCPA provisions. This time the factual allegations start with the August 16, 2024 call.

After the close of discovery, IC System moved for summary judgment. Ms. Battiste responded, contesting the motion as to the federal claim (count 1) but explicitly abandoning the state-law claim (count 2). Ms. Battiste included in the response her own motion for summary judgment, but this was more than a month after the deadline for summary-judgment motions. The order of May 4, 2026 denied Ms. Battiste's summary-judgment motion as untimely and stayed further proceedings pending a ruling on IC System's motion. This order sets out that ruling.

IV. Merits

The FDCPA applies to a debt collector's attempts to collect a debt from a consumer, defined as a natural person obligated or allegedly obligated to pay a debt. So the FDCPA applies to IC System's efforts to collect this alleged debt from Ms. Battiste.

The amended complaint alleges various FDCPA provisions were violated by the August 6, 2024 text and hyperlinked letter and the August 16, September 13, and October 9, 2024 telephone calls. The amended complaint also alleges IC System used false, deceptive, unfair, and unconscionable means to collect the alleged debt, violations spanning all the collection efforts.

A. The August 6 text and hyperlinked letter

IC System's collection efforts began with the August 6 text and its hyperlinked letter to Ms. Battiste. Under 15 U.S.C. § 1692g(a), a debt collector must send specified information in writing to a consumer from whom it attempts to collect a debt within five days after the initial communication with the consumer. The August 6 text was IC System's initial communication with Ms. Battiste. *See Hart v. Credit Control, LLC*, 871 F.3d 1255, 1257–58 (11th Cir. 2017).

The required information includes the amount of the debt, the name of the creditor, a statement that if not disputed within 30 days the debt collector will assume the debt is valid, and additional information. This is sometimes referred to as "validation" of the debt.

IC System included all the required information in the letter that was hyperlinked to and readily accessible from the August 6 text. IC System thus complied with § 1692g(a) if that letter constituted written notice sent to Ms. Battiste within the meaning of the statute. If not, then not. There is no controlling Supreme Court or Eleventh Circuit authority on the issue of whether notice provided in this manner is sufficient.

The better view is that a readily accessible electronic transmission is sufficient. The starting point is of course the language of the statute. The statute requires the debt collector to "send" the notice but does not specify how it must be sent; nothing in the statute requires mail or a commercial carrier or says email or text will not do. The statute says the notice must be "written" but does not say in what medium; nothing in the statute requires pen and ink or a hard copy. At least one district court in this circuit has refused to graft additional requirements onto

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the statute. *See Blackwell v. Prof. Bus. Servs. of Ga., Inc.*, 526 F. Supp. 535, 538 (N.D. Ga. 1981) (holding that disclosures on the back of a notice satisfied the statutory requirements).

Consistent with this reading of the statute, a Consumer Financial Protection Bureau rule implementing the statute recognizes that electronic transmission of the required information is appropriate. *See* 12 C.F.R. § 1006.42(a) ("A debt collector who sends disclosures required by the Act and this part in writing or electronically must do so in a manner that is reasonably expected to provide actual notice, and in a form that the consumer may keep and access later."). Absent unusual circumstances, a text to an appropriate telephone number disclosing its purpose and the creditor's name, together with a hyperlinked, easily accessible letter, can reasonably be expected to provide actual notice to the telephone's user. The user can easily keep and repeatedly access the information.

This is not a case like *Lavallee v. Med-1 Solutions, LLC*, 932 F.3d 1049 (7th Cir. 2019). There an email with a link was held insufficient, but getting to the required information involved a convoluted, multistep process better suited to hiding the information than to disclosing it. This predated § 1006.42(a) but was fully consistent with the rule as later adopted; one would not reasonably expect the *Lavallee* process to provide actual notice to the consumer. The opposite is true here.

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Compliance with a different FDCPA provision, 15 U.S.C. § 1692e, is properly assessed under the "least sophisticated consumer" standard. *See LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1193–94 (11th Cir. 2010). Whether that standard also applies under § 1692g(a) is an open question in this circuit. *See Lait v. Medical Data Sys., Inc.*, 755 F. App'x 913, 915 (11th Cir. 2018) ("This Circuit has not decided whether courts should evaluate the validity of a debt collector's notice under § 1692g with reference to the least sophisticated consumer or simply assess the notice on its own—that is, ascertain whether the notice contains the required information without asking if the least sophisticated consumer would comprehend it."). But the circuit also has suggested a willingness to apply the standard. *See Leonard v. Zwicker & Assocs., P.C.*, 713 F. App'x 879, 882 n.2 (11th Cir. 2017) (finding "no reason to disagree" with other circuits that have applied the "least sophisticated consumer" standard under § 1692g).

The process IC System followed here, naming the creditor and requiring Ms. Battiste to click only a single link and to enter her own zip code as a password, is well within the capability of the least sophisticated consumer—that is, within the capability of almost anyone sophisticated enough to incur a debt that might later be subject to a collection effort. The Consumer Financial Protection Bureau apparently agrees that electronic notices, if not also hyperlinks, meet this standard.

To be sure, some consumers might well balk at clicking a hyperlink, but here the creditor was named, making this less problematic. This was not an obscure electronic message; it was a text clearly marked as being from a debt collector attempting to collect a debt on behalf of an identified party—a party Ms. Battiste had dealt with and surely knew might claim she owed it money. The Eleventh Circuit has recognized that even the least sophisticated consumer can be expected to know the identity of his or her creditors. *See Lait*, 755 F. App'x at 915.

Ms. Battiste has not denied that she possesses the ability to click a link and access a document. She has not said she was hesitant to click this hyperlink. Instead, she denies receiving the August 6 text at all. But IC System has provided uncontradicted documentary evidence that the text was sent and delivered. ECF No. 42-1 at 5. What matters is whether the statutorily required written notice was sent—and sent in a manner reasonably likely to provide actual notice to the consumer—not whether the consumer read it or even actually received it.

The court so held in *Mahon v. Credit Bureau of Placer County, Inc.*, 171 F.3d 1197 (9th Cir. 1999). There the court affirmed summary judgment for the defendant debt collector based on evidence that a proper § 1692g(a) notice was sent despite the absence of evidence it was received: "We hold that section 1692g(a) requires only that a Notice be 'sent' by a debt collector. A debt collector need not establish actual receipt by the debtor." *Id*. at 1201.

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Similarly, in *Grimsley v. Palm Beach Credit Adjusters, Inc.*, 691 F. App'x 576, 579 (11th Cir. 2017), the Eleventh Circuit affirmed summary judgment for the defendant debt collector, referred to as "Focus," despite the plaintiff George Grimsley's unsworn assertion he did not receive Focus's § 1692g(a) notice. After noting an unsworn assertion cannot defeat summary judgment, the court added:

> In any event, the FDCPA's plain language requires only that Focus have "*sen[t]* [Grimsley] a written notice," not that Grimsley have received one. 15 U.S.C. § 1692g(a) (emphasis added); *see Mahon v. Credit Bureau of Placer Cty. Inc.*, 171 F.3d 1197, 1201 (9th Cir. 1999) (holding that § 1692g(a)'s "plain language ... does not require that a Validation of Debt Notice must be received by a debtor," but "states that such a Notice need only be sent to a debtor"). Grimsley's failure to receive collection notices, taken alone, does not rebut Focus's evidence that it sent them.

Grimsley, 691 F. App'x at 579 (alterations in original).

A debt collector has no control over what the consumer does when a notice hits the consumer's physical mailbox or electronic screen. A consumer can block delivery by the United States Postal Service or commercial couriers or throw away an envelope without opening it. And a consumer can delete, send to spam, or otherwise block emails or texts. A debt collector must send the required § 1692g(a) notice in a manner "reasonably expected to provide actual notice." 12 C.F.R. § 1006.42(a). But a debt collector cannot and need not ensure that the consumer reads the notice or even actually receives it.

IC System's text and hyperlinked letter satisfied § 1692g(a).

B. The telephone calls

The FDCPA includes various provisions applicable to debt-collection phone calls. Calls must not be harassing, *see* 15 U.S.C. § 1692d, placed without disclosing the call is from a debt collector, *id*. § 1692d(6), use false, deceptive, or misleading representations, *id.* § 1692e(10), fail to disclose that the call is an attempt to collect a debt, *id.* § 1692e(11), or use unfair or unconscionable means to collect the debt, *id*. § 1692f.

The second amended complaint apparently alleges the three telephone calls—the calls of August 16, September 13, and October 9—violated these provisions. This order addresses the September 13 call first and then the other two.

1. The September 13 call

IC System routinely records its debt-collection calls. A transcript of the September 13 call is in the record. Ms. Battiste has not disputed the accuracy of the transcript.

Far from harassing, the call was a straightforward attempt to discuss the alleged debt. The caller began by noting the call might be monitored and was being recorded—an appropriate disclosure. The caller then asked to speak with Denise Battiste. So far so good.

Told she was speaking to Ms. Battiste, the caller gave her full name followed by "IC System" and asked, "[f]or verification purposes," whether Ms.

Battiste was still receiving mail at the 67 Terrace location. The statute and rule—not to mention good manners—prohibit disclosing credit information to third parties, *see* 15 U.S.C. § 1692c(b); 12 C.F.R. § 1006.6(d), so asking for address verification, an innocuous if unnecessary effort to confirm the call had reached the right person, was not a violation.

Ms. Battiste asked, "What do you want?" The caller repeated her name and "IC System." Ms. Battiste asked, "What is IC?" The caller said, "We're calling on behalf of MAH Advising. I can go into further detail once I verify that address." Ms. Battiste hung up.

It is not clear what Ms. Battiste asserts the caller did wrong. She gave her full name and the name of the debt collector, IC System. She identified the creditor, MAH Advising. She did this without asserting Ms. Battiste had a debt in collection—information IC System could not properly disclose to a third party but stood ready to disclose upon verification of Ms. Battiste's address as one means of confirming her identity. It was Ms. Battiste, not the caller, who prevented further disclosures.

A debtor cannot hang up on a debt collector who is behaving properly and then fault the debt collector for not disclosing information it would have disclosed if given a chance. *See Lauer v. Credit Control Servs.*, No. 1:14-cv-62, 2015 WL 5824941, at *6 (D. Utah Oct. 6, 2015). This call did not violate the FDCPA.

2. The August 16 call

The original complaint did not assert a claim based on, or even mention, the August 16, 2024 call. It is not clear whether the amended complaint asserts a claim based on that call. If so, the claim is barred by the one-year statute of limitations, because the amended complaint was not filed until January 5, 2026, more than four months after the limitations period expired.

Ms. Battiste says this claim as asserted in the amended complaint relates back to the date of the original complaint, but it does not. *See Caron v. NCL (Bahamas) Ltd.*, 910 F.3d 1359, 1368 (11th Cir. 2018) ("When the facts in the original complaint do not put the defendant 'on notice that the new claims . . . might be asserted' but the new claims instead 'involve separate and distinct conduct' such that the plaintiff would have to prove 'completely different facts' than required to recover on the claims in the original complaint, the new claims do not relate back.") (quoting *Moore v. Baker*, 989 F.2d 1129, 1131 (11th Cir. 1993)).

Any such claim also fails on the merits. The call was recorded, but a transcript is not in the record. Even on Ms. Battiste's telling, the call was much like the later, September 13 call. The caller gave his first name and said he was with IC System. He asked whether Ms. Battiste still received mail at the 67 Terrace address. Ms. Battiste said no and refused to provide further information until told the purpose of the call. The call was terminated, apparently by Ms. Battiste.

This call, like the September 13 call, did not violate the FDCPA.

3. The October 9 call

Any claim based on the October 9 call is not barred by the statute of limitations because it relates back to the date of the original complaint, which explicitly referred to the call, though not by precise date.

On the merits, the October 9 claim is even more clearly unfounded than the claims based on the earlier calls. This is so because the October 9 call was initiated by Ms. Battiste herself. She provided her address, and IC System answered her questions, advising Ms. Battiste that IC System was attempting to collect a $10,000 debt to MAH Advising. Ms. Battiste disputed the debt.

C. The report to credit bureaus

Ms. Battiste says IC System acted improperly when, after the August 16 and September 13 calls, it reported the debt to credit bureaus. But Ms. Battiste bases this assertion only on IC System's alleged failure to send the required § 1692g(a) validation disclosures. As set out above, IC System satisfied the requirement to make these disclosures by sending the August 6 text and hyperlink. Had Ms. Battiste not cut short the August 16 and September 13 calls, she could have disputed the debt. But when IC System's efforts to communicate with her failed, IC System was entitled to report the debt to the credit bureaus.

D. False, deceptive, unfair, or unconscionable means

Finally, Ms. Battiste asserts claims under 15 U.S.C. §§ 1692e(10) and 1692f apparently encompassing all the collection efforts. Under § 1692e(10), a debt collector must not use "any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer." Under § 1692f, a creditor must "not use unfair or unconscionable means to collect or attempt to collect any debt." The section gives specific, nonexclusive examples of prohibited means, all consisting of conduct much more egregious than anything Ms. Battiste says IC System did.

Ms. Battiste complains that IC System sent its required validation disclosures by text and hyperlink and, in two telephone calls IC System made to Ms. Battiste and one she made to IC System, IC System asked her address before discussing the alleged debt. None of this violated the FDCPA or was false, deceptive, unfair, or unconscionable.

Ms. Battiste denies receiving the text and was wary of telephone calls—probably also of texts—but a consumer has no right to prevent all communications from a creditor or debt collector. It was not IC System's fault that Ms. Battiste entered an unsuccessful transaction with MAH Advising. IC System's efforts to collect the debt stopped immediately when IC System learned the debt was disputed. The record does not include evidence sufficient to support a verdict in Ms. Battiste's favor.

V. Conclusion

A debt collector may send the required validation disclosures under 15 U.S.C. § 1692g(a) by text and hyperlink rather than by hard copy, at least when the text names the debt collector, says it is an attempt to collect a debt, names the creditor, and a readily accessible hyperlinked letter provides all the required additional information. IC System did not violate the FDCPA when it sent such a text and hyperlink and thereafter placed two calls to Ms. Battiste that she cut short before the caller could disclose anything more than the caller's name and that of IC System. Nor did IC System violate the FDCPA when it reported the debt to credit bureaus, took a call from Ms. Battiste, answered her questions, and upon being told she disputed the debt, stopped all collection efforts.

IT IS ORDERED:

1. IC System's summary-judgment motion, ECF No. 42, is granted.

2. The clerk must enter judgment stating, "This action was resolved on a summary-judgment motion. It is adjudged that the plaintiff Denise Battiste recover nothing on her claims against the defendant IC System, Inc. The claims are dismissed on the merits."

3. The clerk must close the file.

SO ORDERED on May 13, 2026.

s/Robert L. Hinkle
United States District Judge