

**UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF FLORIDA**

*James Alderman (“Plaintiff”) v. GC Services Limited Partnership (“Defendant”)
Case No. 2:16-CV-14508-RLR*

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.
This is NOT an attempt to collect a debt from you.*

If you are a Class Member, your legal rights are affected whether you act or don’t act.

- This Notice relates to a proposed Settlement in a class action lawsuit that alleges GC Services Limited Partnership (“GC Services”) violated Section 1692g(a)(3) of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, which prohibits a debt collector from sending or mailing initial communication debt collection letters that state consumers, in order to dispute the validity of an alleged debt, must do so *in writing*. The Parties have agreed to resolve the lawsuit by a Settlement.
- The proposed Settlement class includes (i) all persons with addresses in the State of Florida (ii) to whom initial communication letters that contained the language: “If you dispute this balance or the validity of this debt, please let us know in writing. If you do not dispute this debt in writing within 30 days after you receive this letter, we will assume this debt is valid.” (iii) were mailed, delivered or caused to be served by the Defendant (iv) that were not returned undeliverable by the U.S. Post Office (v) in an attempt to collect a debt incurred for personal, family, or household purposes owing to Synchrony Bank (vi) during the one-year period prior to the filing of the original Complaint in this action through the date of certification (the “Class”), November 14, 2015 – January 18, 2018.
- You may be eligible to receive benefits from this class action Settlement unless you sent in an exclusion by the Opt-Out Date of July 11, 2018.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice.
- The Court still has to decide whether to approve this Settlement, which may take some time.

Questions? Call (877) 312-9133 or visit www.gcservicesfdcpa.com

YOUR LEGAL RIGHTS AND OPTIONS		Due date
Remain in the Class	To remain in the Class you do not need to do anything in response to this Notice.	Past
Exclude Yourself	If you previously mailed an exclusion request by the July 11, 2018, deadline, then you are excluded from the class, not bound by the Settlement, and not entitled to receive any compensation.	Past
Object	If you remained in the Class, you may write to the Court about why you object to the Settlement.	By: March 25, 2019
Go to a Hearing	If you remained in the Class, you may ask to speak in Court about the fairness of the Settlement.	By: April 8, 2019

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?
6. What if I am not part of the Settlement?

THE SETTLEMENT BENEFITS- WHAT YOU GET

7. What does the Settlement provide?
8. How can I get a benefit?
9. When will I get my benefit?
10. What am I giving up to get a benefit?
11. How do I get out of the Settlement?
12. If I didn't exclude myself, can I sue GC Services for the same thing later?
13. If I exclude myself, can I get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?
17. What's the difference between objecting and excluding?
18. Where and when will the Court decide whether to approve the Settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

GETTING MORE INFORMATION

21. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

You may be viewing this Notice because you received a preliminary notice in the mail. This notice has been posted for the benefit of potential members of the Settlement Class, originally identified as:

(i) All persons with addresses in the State of Florida (ii) to whom initial communication letters that contained the language: “If you dispute this balance or the validity of this debt, please let us know in writing. If you do not dispute this debt in writing within 30 days after you receive this letter, we will assume this debt is valid.” (iii) were mailed, delivered or caused to be served by the Defendant (iv) that were not returned undeliverable by the U.S. Post Office (v) in an attempt to collect a debt incurred for personal, family, or household purposes owing to Synchrony Bank (vi) during the one-year period prior to the filing of the original Complaint in this action through the date of certification (the “Class”) November 14, 2015 – January 18, 2018.

Composition of the Settlement Class is based on GC Services Limited Partnership’s records that meet the definition above and that have not opted to exclude themselves by July 11, 2018. This Notice has been posted because members of the Settlement Class have a right to know about a proposed Settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections or appeals relating to that Settlement are resolved, the benefits provided for by the Settlement will be available to members of the Settlement Class.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement is available on the Settlement website: **www.gcservicesfdcpa.com**.

The Court in charge of this case is the United States District Court for the Southern District of Florida, and the case is known as *Alderman v. GC Services Limited Partnership*, Case No. 2:16-cv-14508-RLR. The person who filed this lawsuit is called the Plaintiff, and GC Services Limited Partnership is the Defendant.

2. What is this lawsuit about?

The Plaintiff, James Alderman sued GC Services Limited Partnership claiming that it violated Section 1692g(a)(3) of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, which prohibits a debt collector from mailing initial communication debt collection letters stating that

consumers, in order to dispute the validity of an alleged debt, must do so *in writing*.

On August 21, 2018, the Court decided that Defendant's letters violated the FDCPA as a matter of law. However, the Court did not decide the issue of damages. The Parties have since agreed to a Settlement on the issue of damages.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice contains only a summary of the Settlement Agreement.

Plaintiff's Amended Complaint, Defendant's Answer, the Order Granting Plaintiff's Motion for Class Certification, the Order granting Plaintiff's Motion for Summary Judgment, and the Settlement Agreement are available at the website www.gcservicesfdcpa.com.

3. Why is this a class action?

In a class action lawsuit, one or more persons called "Class Representative(s)" (in this case, James Alderman) sue on behalf of people who have similar claims. The people together are a "Class" or "Settlement Class Members." One Court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. U.S. District Judge Robin L. Rosenberg is overseeing this class action.

On January 18, 2018, the Court decided that this lawsuit can be a class action because it met the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

4. Why is there a Settlement?

The Court decided that Defendant's letter violated the FDCPA as a matter of law, but left open the issue of damages and entitlement under the FDCPA. Following the Court's ruling, the Parties engaged in lengthy arm's-length negotiations to reach this Settlement. The Class Representative and Class Counsel for the Settlement Class Members believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the class. Both sides agree that, by settling, GC Services is not admitting liability or admitting that any violation caused or entitles consumers to damages. However, both sides want to avoid the uncertainties and expense of further litigation.

WHO IS IN THE SETTLEMENT

Only persons meeting the definition of a Class and did not opt out by July 11, 2018 are affected by this lawsuit.

5. How do I know if I am part of the Settlement?

You are a part the Settlement if between November 14, 2015 – January 18, 2018, inclusive, GC Services Limited Partnership mailed an initial communication letter that contained the language:

“If you dispute this balance or the validity of this debt, please let us know in writing. If you do not dispute this debt in writing within 30 days after you receive this letter, we will assume this debt is valid.”

If you received an earlier notice, GC Services Limited Partnership’s records indicate you may be a member of the Settlement Class. If you are not certain as to whether you are a member of the Settlement Class, you may contact the Settlement Administrator to find out. In all cases, the question of class membership will be determined on GC Services Limited Partnership’s records.

6. What if I am not part of the Settlement?

If GC Services Limited Partnership did not mail an initial communication letter to you between November 14, 2015-January 18, 2018 containing the violative language above, then you **are not** a Settlement Class Member.

If you are not part of any Settlement Class, you don’t need to do anything further, and your rights are in no way affected by this lawsuit. If you are unsure whether you have a claim against GC Services for any reason at all, you should speak with your lawyer immediately. Any claim you may have is time sensitive.

THE SETTLEMENT BENEFITS- WHAT YOU GET

7. What does the Settlement provide?

If you are a member of the Settlement Class, you may receive benefits under the Settlement.

Through this Settlement and upon approval of the Settlement by the Court, GC Services Limited Partnership will contribute \$172,910 to a Settlement Fund for the Class. At this time, 17,291 individuals comprise the Settlement Class. Your share of the Settlement Fund is \$10.00. If the proposed settlement is approved, payment will be made by check to members of the Settlement Class.

Class Counsel will also seek compensation for the Class Representative in the total amount of \$3,500. \$1,000 for the statutory damages for Plaintiff, and \$2,500 for his duties as Class Representative. Regardless of the amount, none of the money paid to the Class Representative will come from the Settlement Fund.

8. How can I get a benefit?

To qualify and receive your \$10.00, you don’t need to do anything. If you did not opt-out in response to the initial notice, and are part of the Settlement Class, you will receive a Settlement Check.

If you change your address, you must mail a notification of your new address to the Settlement Administrator.

9. When will I get my benefit?

The Court will hold a Fairness Hearing at **10:00 a.m. on April 8, 2019** in the United States District Court for the Southern District of Florida, 701 Clematis Street, Fourth Floor, Courtroom 2, West Palm Beach, Florida, 33401 to decide whether to approve the settlement. If the settlement is approved, there may be appeals. Payments to members of the Settlement Class will be made only if the settlement is finally approved. This may take some time, so please be patient.

10. What am I giving up to get a benefit?

Upon the Court's approval of the settlement, all members of the Settlement Class who did not exclude themselves (as well as their spouses, heirs, and others who may possess rights on their behalf) will fully release GC Services Limited Partnership (and its affiliates, subsidiaries, employees, members, and others who may be subject to claims with respect to GC Services as specified in the Settlement Agreement) for all claims, including claims for statutory damages and actual damages arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could be been alleged or asserted in this case, including but not limited to any and all claims under the FDCPA. This release may affect your rights, and may carry obligations, in the future. To view the terms of the release, which are contained in the Settlement Agreement, please visit the website.

11. How do I get out of the Settlement?

If you chose to be excluded from the Settlement by mailing an exclusion request to American Legal Claims Services by the July 11, 2018 deadline, then you are excluded from the Settlement and are not entitled to receive any benefits from the Settlement Agreement. If you would like to object to something about the Settlement, refer to Answer to Question 16.

12. If I didn't exclude myself, can I sue GC Services for the same thing later?

No. Unless you excluded yourself, you gave up the right to sue GC Services for the same claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

13. If I excluded myself, can I get benefits from this Settlement?

No. If you excluded yourself, then you are not part of the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the law firms Scott D. Owens, P.A., and Desmond Law Firm, P.C. to

represent you and other Settlement Class Members. These attorneys are called Class Counsel. You may contact Class Counsel at the following mailing addresses or telephone numbers:

DESMOND LAW FIRM, P.C. 5070 Highway A1A, Suite D Vero Beach, FL 32963 Telephone: (772) 231-9600	SCOTT D. OWENS, P.A. 3800 S. Ocean Dr., Ste. 235 Hollywood, FL 33019 Telephone: (954)589-0588
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You will not be charged for services performed by Class Counsel, however, they will request the Court to award their Attorney's Fees and expenses which will be paid separately by Defendant and not from the Settlement Fund.

15. How will the lawyers be paid?

Class Counsel intends to apply to the Court for an award of Attorneys' Fees in the amount of \$195,000, as agreed to in the Settlement Agreement. The Court may award less.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you are a member of the Class and you did not opt out by July 11, 2018, you can object to any aspect of the proposed Settlement by filing and serving a written objection. Your written objection must include: (1) evidence that you are a Settlement Class Member; (2) a notice indicating whether you plan to appear at the Fairness Hearing at **10:00 a.m. on April 8, 2019** in the United States District Court for the Southern District of Florida, 701 Clematis Street, Fourth Floor, Courtroom 2, West Palm Beach, Florida, 33401, and a statement of the objection(s) being asserted.

You must file any objection with the Clerk of the Court at the address below by March 25, 2019.

United States District
Court for the Southern District of Florida
701 Clematis Street, Fourth Floor, Courtroom 2
West Palm Beach, Florida, 33401

File: *Alderman v. GC Services Limited Partnership*, No: 2:16-cv-14508-RLR

You must also send your objection by first class mail, postmarked on or before March 25, 2019 to Class Counsel and Defendant's Counsel. These documents should be mailed to Class Counsel at:

Questions? Call (877) 312-9133 or visit www.gcservicesfdcpa.com

<p>DESMOND LAW FIRM, P.C.</p> <p>5070 Highway A1A, Suite D Vero Beach, FL 32963 Telephone: (772) 231-9600</p>	<p>SCOTT D. OWENS, P.A.</p> <p>3800 S. Ocean Dr., Ste. 235 Hollywood, FL 33019 Telephone: (954)589-0588</p>
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And to Defendant’s Counsel at:

Ryan K. Hilton, Esq.
BUTLER WEIHMULLER KATZ CRAIG LLP
400 N. Ashley Drive, Suite 2300
Tampa, Florida 33602

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you are eligible to share in the Settlement Fund. If you previously mailed an exclusion, then you told the Court that you didn’t want to be part of the Settlement. If you excluded yourself, then you have no basis to object because the lawsuit no longer affects you.

18. Where and when will the Court decide whether to approve the Settlement?

There will be a Fairness Hearing to consider approval of the proposed Settlement at **10:00 a.m. on April 8, 2019** at the United States District Court for the Southern District of Florida, 701 Clematis Street, Fourth Floor, Courtroom 2, West Palm Beach, Florida, 33401. The hearing may be postponed to a later date without any further notice. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of Settlement, whether the Settlement Class is adequately represented by the Class Representative and Class Counsel; and whether a Final Order and judgment should be entered approving the proposed Settlement. The Court will also consider Class Counsel’s application for an award of Attorneys’ Fees and expenses and the Class Representative’s compensation.

You will be represented at the Fairness Hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Fairness Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing, but you are

welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you so wish.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 16 above. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

21. How do I get more information?

You may obtain additional information by:

- Reviewing legal documents that have been filed with the Court in this lawsuit by contacting Class Counsel at **(844) SDO-LEGAL**.
- Contacting the Settlement Administrator at **(877) 312-9133** or visiting **www.gcservicesfdcpa.com**.
- Writing Class Counsel at the address listed in Paragraph 14 above.

DATED: **February 4, 2019**

BY ORDER OF THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PLEASE DO NOT CALL THE COURT, THE JUDGE, OR THE COURT CLERK TO ASK QUESTIONS ABOUT THIS LAWSUIT OR NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.