

IN THE COUNTY COURT IN AND FOR
BREVARD COUNTY, FLORIDA

PORTFOLIO RECOVERY ASSOCIATES, LLC,

CASE NO.:

Plaintiff,

vs.

ROBERT WHITE,

Defendant(s).

COMPLAINT

Plaintiff sues Defendant for damages, and would allege:

1. This is an action for damages less than \$5,000.
2. Defendant obtained and used a GE CAPITAL RETAIL BANK / GENERAL ELECTRIC CAPITAL CORP / CARE CREDIT revolving credit account, [REDACTED] (the "Account").
3. Plaintiff is the successor in interest of said Account having purchased said Account in good faith, for value, and in the ordinary course of business. (See Attached).
4. Defendant did make purchases and charged same to the Account, but after statements were provided to Defendant, Defendant failed to make the monthly payments due upon the Account and failed to object to the balance then owing, resulting in an Account Stated in the sum of \$1,253.06. (See Exhibit B).
5. Plaintiff has declared Defendant to be in default and demands payment of the balance due on the Account. Defendant has refused said demand.
6. Defendant is indebted to Plaintiff in the sum of \$1,253.06.
7. All conditions precedent to this action have occurred.
8. Pursuant to Rule 2.516, Plaintiff designates the following email addresses for the purpose of service of all documents required to be served pursuant to Rule 2.516 in this proceeding. Primary E-Mail Addresses: David M. Greenbaum, dmgreenbaum@portfoliorecovery.com, Racquel A. White, rawhite@portfoliorecovery.com, Chantel C. Wonder, ccwonder@portfoliorecovery.com, Jessica L. Montes, jlmontes@portfoliorecovery.com, Secondary E-Mail Address: LitigationService@portfoliorecovery.com.

WHEREFORE, Plaintiff demands Judgment against Defendant for \$1,253.06, plus costs.

Portfolio Recovery Associates, LLC
120 Corporate Blvd, Norfolk, VA 23502
Telephone: 1-866-428-8102 Fax: (757) 518-0860
LitigationService@portfoliorecovery.com
16-14315

By: /s/ Racquel A. White
[] David M. Greenbaum, ESQ., FBN 0044057 Date: July 14, 2014
[x] Racquel A. White, ESQ., FBN 0392669
[] Chantel C. Wonder, ESQ., FBN 87601
[] Jessica L. Montes, ESQ., FBN 47522

AFFIDAVIT

State of Virginia
City of Norfolk ss.

I, the undersigned, Larry J. Andrews, Custodian of Records, for Portfolio Recovery Associates, LLC hereby depose, affirm and state as follows:

1. I am competent to testify to the matters contained herein.
2. I am an authorized employee of Portfolio Recovery Associates, LLC, ("Account Assignee") which is doing business at Riverside Commerce Center, 120 Corporate Boulevard, Norfolk, Virginia. I am familiar with the policies and practices, as well as the books and records of Account Assignee with respect to the matters stated herein. This affidavit is based upon my personal knowledge of Account Assignee's record keeping system and my review of the business records of the Original Creditor **GE CAPITAL RETAIL BANK/CARE CREDIT**, including a review of the business records transferred to Account Assignee from **GENERAL ELECTRIC CAPITAL CORP** ("Account Seller"), which have become a part of and have integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on **11/21/2012**. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the records transferred to the Account Assignee from Account Seller, and maintained in the ordinary course of business by the Account Assignee, there was due and payable from **ROBERT WHITE** ("Debtor and Co-Debtor") to the Account Seller the sum of **\$1,253.06** with the respect to account number ending in **██████** as of the date of **11/11/2012** with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to the account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, Account Assignee claims the sum of **\$1,253.06** as due and owing as of the date of this affidavit.
6. Plaintiff believes that the defendant is not a minor or an incompetent individual, and declares that the Defendant is not on active military service of the United States.

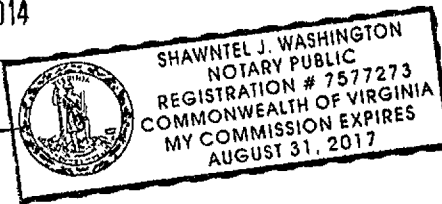
Portfolio Recovery Associates, LLC

By: Larry J. Andrews, Custodian of Records

JUN 17 2014

Subscribed and sworn to before me on _____

Shawntel J. Washington
Notary Public
16-14315-3304



This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.





GE Capital

BILL of SALE

PRA PSCC Fresh – November 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on November 21, 2012, and as further described in the Agreement.

GE Capital Retail Bank

Monogram Credit Services, L.L.C.

By: Glenn Marino
Glenn Marino

By: Glenn Marino
Glenn Marino

Title: EVP

Title: President

Date: 12/13/12

Date: 12/13/12

General Electric Capital Corporation

RFS Holding, L.L.C

By: Glenn Marino
Glenn Marino

By: _____
Joseph Ressa

Title: Vice President

Title: CFO

Date: 12/13/12

Date: _____

GEMB Lending, Inc.

GEM Holding, L.L.C

By: _____
Stephen Motta

By: _____
Joseph Ressa

Title: Director

Title: CFO

Date: _____

Date: _____



GE Capital

BILL of SALE

PRA PSCC Fresh – November 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on November 21, 2012, and as further described in the Agreement.

GE Capital Retail Bank

Monogram Credit Services, L.L.C.

By: _____
Glenn Marino

By: _____
Glenn Marino

Title: EVP

Title: President

Date: _____

Date: _____

General Electric Capital Corporation

RFS Holding, L.L.C

By: _____
Glenn Marino

By: _____
Joseph Ressa

Title: Vice President

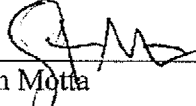
Title: CFO

Date: _____

Date: _____

GEMB Lending, Inc.

GEM Holding, L.L.C

By:  _____
Stephen Motta

By: _____
Joseph Ressa

Title: Director

Title: CFO

Date: 12/17/12

Date: _____



GE Capital

BILL of SALE

PRA PSCC Fresh – November 2012

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of the 25th day of June, 2012 by and between General Electric Capital Corporation, GE Money Bank, GEMB Lending, Inc., Monogram Credit Services, L.L.C., RFS Holding, L.L.C., and GEM Holding, L.L.C. (collectively "Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on November 21, 2012, and as further described in the Agreement.

GE Capital Retail Bank

Monogram Credit Services, L.L.C.

By: _____
Glenn Marino

By: _____
Glenn Marino

Title: EVP

Title: President

Date: _____

Date: _____

General Electric Capital Corporation

RFS Holding, L.L.C.

By: _____
Glenn Marino

By: Joseph Ressa
Joseph Ressa

Title: Vice President

Title: CFO

Date: _____

Date: 12/18/12

GEMB Lending, Inc.

GEM Holding, L.L.C.

By: _____
Stephen Motta

By: Joseph Ressa
Joseph Ressa

Title: Director

Title: CFO

Date: _____

Date: 12/18/12

GE Capital Retail Bank

Previous Balance	\$1,218.06	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$383.00
- Payments	\$0.00	Payment Due Date	11/12/2012
+/- Credits, Fees & Adjustments (net)	\$1,218.06-	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Credit Limit	\$1,000.00		
Available Credit	\$0.00		
Days in Billing Period	30		
Pay online for free at: gocapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-893-7864. Best times to call are Wednesday - Friday.			

Promotional Expiration Summary

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 02/10/13.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
02/10/2013	\$923.00	\$0.00	02/07/2012	Deferred Interest/No Interest If Paid In Full	\$1,000.00

A summary of your promotional purchase is provided above. Any promotion may be terminated if your account goes 60 days past due.

If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date. On a Fixed Payment (Extended Payment Plan) promotional purchase, the Interest Charge is billed monthly and included as part of the Minimum Payment due.

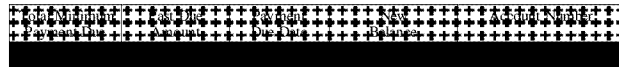
To make more than one payment see Make Payment To address or pay online at gocapital.com.

Tran Date	Post Date	Reference Number	Description	Amount
11/11/2012	11/11/2012	F907200NC00999990	CHARGE OFF ACCOUNT-PRINCIPALS	\$923.00 CR
11/11/2012	11/11/2012	F907200NC00999990	CHARGE OFF ACCOUNT *FINANCE CHARGES*	\$330.06 CR
11/05/2012	11/05/2012		FEEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
11/11/2012	11/11/2012		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
Total Fees Charged in 2012				\$309.00
Total Interest Charged in 2012				\$21.06
Total Interest Paid in 2012				\$0.00

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

10 121111 ZX PAGE 1 of 3 9072 3200 XB38 01EJ5302

Pay online at gocapital.com or enclose this coupon with your check. Please use blue or black ink.



Payment Enclosed: \$ [REDACTED]

New address or e-mail? Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.
Check the box at left and print changes on back If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

ROBERT W WHITE
512 SOUTHERN HILLS CT
MELBOURNE FL 32940-1919

TATTTDTDDADA DFD TATTTTATDTTTFDFAFDTTTTFAAATFDFTFFAAFFAAA TAF A FF

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960061
ORLANDO, FL 32896-0061

FTFTDFFTDA AADFDTA ADDDDFTATTAATFFAADFTATTTDFTFATTTTDAFFFTT

Customer Service/Questions: For account information, please call the toll free number on the front of this statement. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965033, Orlando, FL 32896-5033. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.gogecapital.com.

Overnight Payments: Payments cannot be made in person, mail payments to GE Capital Retail Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
GE Capital Retail Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error

• Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits to Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: GE Capital Retail Bank, Attn: Bankruptcy Dept., P.O. Box 103106, Roswell, GA 30076.

Your account is owned and serviced by GE Capital Retail Bank.

Hearing impaired: TDD users call 1-877-448-8512

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

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

O1EJ5302 - 12 - 03/05/12

By providing a telephone number on your account, you consent to GE Capital Retail Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address or phone number, please check the box and print the changes below.

Retail EN - O1EJ5302

Name _____

Street Address _____

City _____

State _____

Zip Code _____

Home Phone # _____

Business Phone # _____

Cell # or other phone # we can use to contact you _____

Email Address _____

Remember, you can update the above information as well as your e-mail address online at www.gogecapital.com

Cardholder Name: ROBERT W WHITE

Account Number: [REDACTED]
Statement Closing Date: 11/11/2012

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	26.99%	\$0.00	\$0.00
Deferred Interest/No Interest If Paid In Full	02/10/2013	26.99%	\$0.00	\$0.00

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.