

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

DAVID NIELSON,

Plaintiff,

-vs-

Case No.:

2:18-CV-1610-RMG

PORTFOLIO RECOVERY ASSOCIATES, AND EQUIFAX INFORMATION SERVICES,
LLC,

Defendants.

THE DEPOSITION OF CELESTINA GOBIN, taken on behalf
of the Plaintiff, on December 13, 2018, commencing at 9:41 a.m.,
at the Law Offices of David Traywick, 308 Ventura Place, Mt.
Pleasant, South Carolina, 29464.

Reported by: Douglas K. Liperote
Spectrum Reporting Services

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A P P E A R A N C E S

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I N D E X

EXAMINATION

By Mr. Traywick

Certificate of Reporter

E X H I B I T S

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EXHIBIT

tabbles

C

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1 objection is certainly noted. But she did just answer the
2 question, if they were provided with an open date that they
3 should report that date.

4 BY MR. TRAYWICK:

5 Q. This document contains an open date. Should they
6 report it as the open date to Equifax?

7 MR. PERLING: Objection. Same objection.
8 It's not an Equifax document, but you can answer.

9 A. Yeah. I do see the open date that's on this document,
10 but I don't know what this is or in what way PRA is using it.
11 But as I stated just a moment ago in my testimony, that the
12 collection agency does not necessarily -- does not provide the
13 original open date, and it appears that this document is
14 showing an original open date.

15 But again, I don't know this document. I don't know
16 its purpose. I don't know if additional information was
17 provided outside of this document or what have you. And again,
18 I also stated in the previous testimony that that date can also
19 be the date in which it was sold to them or the date that they
20 bought it.

21 Q. Okay. You did say that, but you just said a minute
22 ago that if they're provided with a date by the person from whom
23 they bought it that they should report that as the open date.

24 A. Okay. Well, that was a misstatement. I didn't mean
25 provided with the original date. I thought I clarified that the

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1 original date is not the date. So, I take that back.

2 Q. Okay. So then the date is the date that PRA bought
3 it, is the open date?

4 A. Yes.

5 Q. Okay. We've already dealt with high credit.

6 Months reviewed. Does Equifax have a policy for
7 months reviewed? And here we're talking about not if there's 250
8 months and you can't fit it into the slot; we're talking about
9 when you have a transfer or a sale from one company to another,
10 or a sale to a debt-buyer who's collecting.

11 MR. PERLING: Objection to form as to "does
12 Equifax have a policy." It's vague. You can answer.

13 A. I'm not aware of a policy concerning months reviewed.

14 Q. Okay. In the absence of a policy then, should they --
15 should the furnisher start -- so they are free to do whatever
16 they like? So, for example --

17 A. I don't --

18 Q. -- in this case -- sorry, I didn't mean to cut you off.
19 Go ahead.

20 A. I'm sorry. Go ahead and ask the question.

21 Q. Well, in this case we had Citicorp was reporting a
22 certain number of months, and then Synchrony Bank took over
23 where they left off, but then when Portfolio Recovery
24 Associates took it on, they started with 1. So, I'm wondering
25 if --

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1 A. Well, I would be speculating -- well, I've heard two
2 things. I don't know what's in any of those three contracts,
3 Or even if it matters. And the second thing is even though it
4 was Citi and then became Synchrony or however that -- GE, they
5 were essentially still the same account changing their name.

6 Q. Yes.

7 A. But certainly if Portfolio was to sell the account to
8 a different entity -- I don't know if that makes it different,
9 but they're not apples to apples. I can tell you that.

10 Q. But the same would apply for Citi and Synchrony as
11 well, right? They're separate companies.

12 A. They are separate, but they are not collections. They
13 are separate for one. I thought it was just a matter of
14 the name change, was it not?

15 Q. Well --

16 A. They're the same -- I mean, they're the same
17 considering the company bought them. But Synchrony didn't
18 buy -- or Portfolio didn't buy Synchrony --

19 Q. Right. But --

20 A. -- like GE bought Citi or whatever how that is.

21 Q. No, GE didn't buy Citi.

22 A. Okay. So again, I don't know what's in their
23 contracts. I don't know why Portfolio started over versus why
24 the other reporting company took up -- where the other one left
25 off.

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1 Q. Okay. Well, so in months reviewed, there's no policy
2 that you're aware of. What about just the common sense
3 definition? If a furnisher purchases or acquires an account,
4 should it build on its predecessor or should it start fresh?

5 MR. PERLING: Objection to form.

6 A. Well, common sense is not always common, so I don't
7 have an answer for that.

8 Q. Does Equifax have an answer? I'm not asking if you
9 have it, I'm asking if Equifax has --

10 A. Understood. Equifax -- as Equifax, I don't know
11 what's common sense about that. I don't feel like it's common
12 sense.

13 Q. Okay. Does Equifax get to decide how its fields are
14 completed by furnishers?

15 A. No. No, we do not. That information is decided by
16 CBIA.

17 Q. CB as in --

18 A. "D" like David.

19 Q. Okay, CDIA. And what is CDIA?

20 A. Consumer Data Industry Association, or something very
21 similar to that.

22 Q. Okay. Do they have something to do with -- are they
23 also connected with Metro 2, the Metro 2 system?

24 A. Yes.

25 Q. Okay.

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1 MR. PERLING: Did you say Metro 2 system?
 2 MR. TRAYWICK: Yes, sir.
 3 MR. PERLING: Metro 2 is the format that the
 4 information comes in.
 5 MR. TRAYWICK: Yes.
 6 MR. PERLING: So I don't think there's a
 7 system called Metro 2, though.
 8 **THE WITNESS: Not a system. But they are --**
 9 **Metro 2 is part of CDIA. Would it be considered -- I'm not sure**
 10 **if it's regulations or -- I believe it's considered a method of**
 11 **reporting. I don't know about regulations, no.**
 12 BY MR. TRAYWICK:
 13 Q. What about definitions, does CDIA have definitions?
 14 A. I'm sure they do.
 15 Q. Have you ever seen them?
 16 A. I have in my history -- long history I have seen some
 17 of them. I can't recall them. That's not what I do. But I've
 18 seen them, I'm sure, at some point.
 19 Q. And CDIA, is Equifax like a member or does Equifax
 20 have a relationship with CDIA or subscribe to its guidelines or
 21 procedures or purchase its procedures or systems?
 22 MR. PERLING: Objection, compound. Also calls
 23 for a legal conclusion. You can answer.
 24 A. I don't know how Equifax is ingrained with CDIA, but
 25 I know that we are. I don't know if it's a contract or a member

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1 or any of that, but we do follow as to the reporting guidelines
 2 of CDIA.
 3 Q. Fair enough. So if they had guidelines governing
 4 months reviewed, you would -- Equifax would follow it and would
 5 also require its furnishers to follow it, would that be a fair
 6 statement?
 7 A. That would be fair.
 8 Q. We've already discussed creditor classification.
 9 MR. ECHOLS: David, Lewis, this is Chad. I'm
 10 going to have to exit. I've got to take off. I apologize for
 11 leaving early. Thank you.
 12 MR. TRAYWICK: All right.
 13 MR. PERLING: I guess Chad won't be asking any
 14 questions.
 15 (Off-the-record discussion)
 16 BY MR. TRAYWICK:
 17 Q. Okay, balance amount. This account -- okay.
 18 So the balance amount. You know what? You can't
 19 help me with this. That's all right. Okay. Date of last
 20 payment. You didn't help me there either. Okay. Date major
 21 delinquency first reported. All right. So if they're reporting
 22 January of 2013 -- date major delinquency first reported.
 23 Synchrony Bank reported August of 2011 a serious delinquency. In
 24 fact, that's the charge-off month.
 25 Can an account be charged off if it's not seriously

1 delinquent?
 2 A. No, it cannot.
 3 Q. So if PRA is aware of a charge-off date, has a
 4 charge-off date, should they report -- is it possible for them
 5 to be accurate and report a date after the charge-off date as
 6 the date the first major delinquency is reported?
 7 MR. PERLING: Objection. Vague and confusing.
 8 You can answer.
 9 A. They should not report a date of major delinquency
 10 that's different from what was provided.
 11 Q. Okay. By the person from whom they bought the
 12 account?
 13 A. Correct.
 14 Q. If one was provided?
 15 A. That's correct.
 16 Q. What if they were provided with just the date of first
 17 delinquency and there's no mention of a major delinquency being
 18 reported?
 19 A. Then the date of first delinquency would be the major
 20 date. Yeah, it would be considered that date. Or it would just
 21 be empty. It wouldn't have any bearing on how long the account
 22 stays on the file. It would just be an empty spot.
 23 Q. Okay. So how can they -- why can they leave fields
 24 empty if they have information that fits into those fields?
 25 A. Again, I don't know the details of their contract.

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1 These fields are made available for them to use if it's
 2 necessary. But maybe, just maybe there's something in their
 3 contract that says that they don't have to. Often not every
 4 field -- every opportunity is used, or data is not always in
 5 every field.
 6 Q. Okay. So Equifax doesn't require complete reporting,
 7 is that the case?
 8 MR. PERLING: Objection to form. Vague as to
 9 "complete reporting."
 10 A. That --
 11 Q. Let me restate -- I can restate the question.
 12 A. Okay.
 13 Q. Does Equifax or CDIA require furnishers to provide
 14 information in fields if they have it?
 15 A. Again, I don't -- I'm not privy to the contract.
 16 Equifax does require that we provide accurate information, but I
 17 don't know contractually what each company has to provide.
 18 Q. How many contract types do you have?
 19 A. Unlimited. I don't know. That's just -- I don't
 20 know.
 21 Q. Okay. But there's no policy or requirement that a
 22 furnisher include information with its furnishings if it
 23 satisfies one of these fields and it has the information that
 24 you're aware of, nothing like -- no requirement --
 25 A. Not that I'm aware of.