

**BARSHAY SANDERS, PLLC**  
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*Attorneys for Plaintiffs*  
Our File No.: 112543

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

Jennifer Carall and Eva Ulloa, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Mercantile Adjustment Bureau, LLC,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

BARSHAY | SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

Jennifer Carall and Eva Ulloa, individually and on behalf of all others similarly situated (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against Mercantile Adjustment Bureau, LLC (hereinafter referred to as “*Defendant*”), as follows:

**INTRODUCTION**

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

**JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.

### **PARTIES**

5. Plaintiff Jennifer Carall is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Eva Ulloa is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

8. On information and belief, Defendant Mercantile Adjustment Bureau, LLC, is a New York Limited Liability Company with a principal place of business in ERIE County, New York.

9. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

10. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

### **ALLEGATIONS**

11. Defendant alleges each of the Plaintiffs owe a debt (“the Debts”).

12. The Debts were primarily for personal, family or household purposes and are therefore “debts” as defined by 15 U.S.C. § 1692a(5).

13. Sometime after the incurrence of the Debts, Plaintiffs fell behind on payments owed.

14. Thereafter, at an exact time known only to Defendant, the Debts were assigned or otherwise transferred to Defendant for collection.

15. In its efforts to collect the debt alleged owed by Plaintiff Carall, Defendant contacted Plaintiff Carall by letter (“the Letter”) dated July 27, 2016. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Ulloa, Defendant contacted Plaintiff Ulloa by letter (“the Letter”) dated June 10, 2016. (“**Exhibit 1.**”)

17. The Letter was the initial communication Plaintiff Carall received from Defendant.

18. The Letter was the initial communication Plaintiff Ulloa received from Defendant.

19. The Letters are identical in all material respects.
20. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

**FIRST COUNT**  
**Violation of 15 U.S.C. §§ 1692g and 1692e**  
**AS TO PLAINTIFF CARALL**

21. Plaintiff Carall repeats and realleges the foregoing paragraphs as if fully restated herein.

22. The Debt was incurred on a Kohl’s Department Stores, Inc. credit card underwritten by Capital One, N.A.

23. The Letter sets forth a “Current Balance.”

24. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

25. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

26. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

27. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

28. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

29. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether interest, late fees and/or other fees are accruing.

30. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

31. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any

given moment in the future.

32. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

33. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

34. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

35. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

36. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

37. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

38. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

39. For instance, the Letter fails to indicate the applicable interest rate.

40. For instance, the Letter fails to indicate the date of accrual of interest.

41. For instance, the Letter fails to indicate the amount of interest during any measurable period.

42. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

43. For instance, the Letter fails to indicate the amount of late fees.

44. For instance, the Letter fails to indicate the date such fees will be added.

45. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

46. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees and interest that may cause the amount stated to increase.

47. The Letter fails to state what part of the amount stated is attributable to principal.

48. The Letter fails to state what part of the amount stated is attributable to interest.

49. The Letter fails to state what part of the amount stated is attributable to late fees.

50. The Letter fails to state what part of the amount stated is attributable to other fees.

51. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

52. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

53. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of his or her debt.

54. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

55. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

56. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

57. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

58. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

59. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

60. The Letter, because of the aforementioned failures, violates 15 U.S.C. §§ 1692g and 1692e.

**SECOND COUNT**  
**Violation of 15 U.S.C. §§ 1692g and 1692e**  
**AS TO PLAINTIFF ULLOA**

61. Plaintiff Ulloa repeats and realleges the foregoing paragraphs as if fully restated herein.

62. The Debt was incurred on a Kohl's Department Stores, Inc. credit card underwritten by Capital One, N.A.

63. The Letter sets forth a "Current Balance."

64. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

65. 15 U.S.C. § 1692g(a)(1) requires the written notice provide "the amount of the debt."

66. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

67. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

68. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

69. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether interest, late fees and/or other fees are accruing.

70. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

71. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

72. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

73. The failure to include the foregoing information renders an otherwise accurate statement of the "amount of the debt" violative of 15 U.S.C. § 1692g(a)(1).

74. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

75. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

76. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

77. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

78. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

79. For instance, the Letter fails to indicate the applicable interest rate.

80. For instance, the Letter fails to indicate the date of accrual of interest.

81. For instance, the Letter fails to indicate the amount of interest during any measurable period.

82. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

83. For instance, the Letter fails to indicate the amount of late fees.

84. For instance, the Letter fails to indicate the date such fees will be added.

85. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

86. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees and interest that may cause the amount stated to increase.

87. The Letter fails to state what part of the amount stated is attributable to principal.

88. The Letter fails to state what part of the amount stated is attributable to interest.

89. The Letter fails to state what part of the amount stated is attributable to late fees.

90. The Letter fails to state what part of the amount stated is attributable to other fees.

91. The Letter, because of the aforementioned failures, and especially because of the use of the word "Current," would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

92. The Letter, because of the aforementioned failures, and especially because of the

use of the word “Current,” would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

93. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of his or her debt.

94. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

95. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

96. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

97. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

98. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

99. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

The Letter, because of the aforementioned failures, violates 15 U.S.C. §§ 1692g and 1692e.

### **CLASS ALLEGATIONS**

100. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt incurred on a Kohl’s Department Stores, Inc. credit card underwritten by Capital One, N.A, where, as here, the terms and conditions of the credit card provide for continued interest and late fees, from one year before the date of this Complaint to the present.

101. This action seeks a finding that Defendant’s conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

102. Defendant regularly engages in debt collection.

103. The Class consists of more than 35 persons from whom Defendant attempted to



collect delinquent consumer debts incurred on a Kohl's Department Stores, Inc. credit card underwritten by Capital One, N.A, where, as here, the terms and conditions of the credit card provide for continued interest and late fees

104. Plaintiffs' claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

105. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

106. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under consumer protection laws.

#### **JURY DEMAND**

107. Plaintiffs hereby demand a trial of this action by jury.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and



35A RUST LANE  
BOERNE, TX 78006-8202

MERCANTILE  
Innovative Solutions. Exceptional Results.

RE: Your Store Card With KOHL'S DEPARTMENT STORES, INC.	
Current Creditor:	CAPITAL ONE, N.A.
Original Creditor:	CHASE BANK USA, N.A.
Account Number:	*****7870
Reference Number:	8439 KPC
Current Balance:	\$1,263.59
Amount Enclosed: \$	

Date: 07/27/2016

**Office Hours (Eastern Time):**  
Monday-Thursday 8:00 am - 9:00 pm  
Friday 8:00 am - 5:00 pm

1 AT \*A-02-P61-AM-01520-8



CARALL, JENNIFER L  
45 CARLLS PATH  
NORTH BABYLON NY 11703-1730



**Please send payment or correspondence to:**  
Mercantile Adjustment Bureau, LLC  
PO Box 9055  
Williamsville NY 14231-9055

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Date: 07/27/2016

Jennifer L Carall,

Your above described account has reached an advanced point of delinquency. KOHL'S DEPARTMENT STORES, INC. has asked our assistance in working with you to resolve this delinquency prior to it becoming more seriously past-due.

We understand that financial difficulties happen. To negotiate a payment arrangement and prevent your account from becoming more delinquent or ideally bring your past due status current, please contact the representative listed below. We would like to work out a mutually favorable resolution of your financial obligation to KOHL'S DEPARTMENT STORES, INC..

If you are unable to contact us by telephone to discuss payment, you may send \$1,263.59 to Mercantile Adjustment Bureau, LLC, PO Box 9055, Williamsville NY 14231-9055.

Sincerely,

Tim Scheuer  
Phone Number: 1-866-816-2891

The account balance may periodically increase due to the addition of accrued interest as provided in your agreement with the original creditor or as otherwise provided by law.

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 of 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.

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Mercantile Adjustment Bureau, LLC 165 Lawrence Bell Drive, Suite 100 Williamsville, NY 14221-7900 1-866-816-2891

Calls to or from this company may be monitored or recorded.

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

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- |   |  |
|---|--|
| 1. Supplemental security income, (SSI);                     | 7. Workers' compensation benefits;   |
| 2. Social security;   | 8. Public or private pensions;   |
| 3. Public assistance (welfare);                             | 9. Veterans' benefits;   |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants, and federal work study funds; and |
| 5. Unemployment benefits;                                   | 11. Ninety percent of your wages or salary earned in the last sixty days.            |
| 6. Disability benefits;                                     |  |

New York City Department of Consumer Affairs License Number(s) 1310227 & 1310229.

35A RUST LANE  
BOERNE, TX 78006-8202

MERCANTILE  
Innovative Solutions. Exceptional Results.

RE: Your Store Card With KOHL'S DEPARTMENT STORES, INC.	
Current Creditor:	CAPITAL ONE, N.A.
Original Creditor:	CAPITAL ONE, N.A.
Account Number:	*****2135
Reference Number:	██████ \$403 KPC
Current Balance:	\$503.58
Amount Enclosed: \$	

Date: 06/10/2016

**Office Hours (Eastern Time):**

Monday-Thursday 8:00 am - 9:00 pm  
Friday 8:00 am - 5:00 pm

1 MB \*A-02-LE9-AM-00432-6



ULLOA, EVA  
3117 NEW LONDON AVE  
MEDFORD NY 11763-1761



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Date: 06/10/2016

Eva Ulloa,

Your above described account has reached an advanced point of delinquency. KOHL'S DEPARTMENT STORES, INC. has asked our assistance in working with you to resolve this delinquency prior to it becoming more seriously past-due.

We understand that financial difficulties happen. To negotiate a payment arrangement and prevent your account from becoming more delinquent or ideally bring your past due status current, please contact the representative listed below. We would like to work out a mutually favorable resolution of your financial obligation to KOHL'S DEPARTMENT STORES, INC..

If you are unable to contact us by telephone to discuss payment, you may send \$503.58 to Mercantile Adjustment Bureau, LLC, PO Box 9055, Williamsville NY 14231-9055.

We offer an on-line correspondence service that will reduce paper consumption and improve your customer experience. Please visit [www.mercantilesolutions.com](http://www.mercantilesolutions.com) to sign-up for paperless billing, access your account information or make payments on-line.

Sincerely,

Tim Scheuer  
Phone Number: 1-866-816-2891

The account balance may periodically increase due to the addition of accrued interest or other charges as provided in your agreement with the original creditor or as otherwise provided by law.

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 of 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.

Please send payments or correspondence to Mercantile Adjustment Bureau, LLC, PO Box 9055, Williamsville NY 14231-9055.

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Calls to or from this company may be monitored or recorded for quality assurance purposes.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.**

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- |   |  |
|---|--|
| 1. Supplemental security income, (SSI);                     | 7. Workers' compensation benefits;   |
| 2. Social security;   | 8. Public or private pensions;   |
| 3. Public assistance (welfare);                             | 9. Veterans' benefits;   |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants, and federal work study funds; and |
| 5. Unemployment benefits;                                   | 11. Ninety percent of your wages or salary earned in the last sixty days.            |
| 6. Disability benefits;                                     |  |

New York City Department of Consumer Affairs License Number(s) 1310227 & 1310229.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS: JENNIFER CARALL
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(c) Attorneys: BARSHAY SANDERS, PLLC
DEFENDANTS: MERCANTILE ADJUSTMENT BUREAU, LLC
County of Residence of First Listed Defendant: ERIE

II. BASIS OF JURISDICTION
III. CITIZENSHIP OF PRINCIPAL PARTIES
Grid with categories: U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF, DEF, Incorporated or Principal Place of Business, Foreign Nation.

IV. NATURE OF SUIT
Grid with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN
Grid with categories: 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File.

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing: 15 USC §1692
Brief description of cause: 15 USC §1692 Fair Debt Collection Practices Act Violation

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See Instructions) JUDGE DOCKET NUMBER

DATE: June 9, 2017
SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Craig B. Sanders, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

1. Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: NO
2. If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? \_\_\_\_\_

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.  
 Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?  
 Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: /s Craig B. Sanders



AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**  
for the  
**EASTERN DISTRICT OF NEW YORK**

Jennifer Carall and Eva Ulloa, individually and on behalf of all others similarly situated	)	
_____	)	
<i>Plaintiff(s)</i>	)	
	)	Civil Action No.
v.	)	
	)	
Mercantile Adjustment Bureau, LLC	)	
_____	)	
<i>Defendant(s)</i>	)	

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*  
Mercantile Adjustment Bureau, LLC  
165 Lawrence Bell Drive , Suite 100  
Williamsville, New York 14221

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Claims Mercantile Adjustment Bureau Violated FDCPA](#)

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