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Our File No.: 113549

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

Hope M. Demasco, Jennifer Hertzovitz, Jaime Abreu,  
Robert J. Paulson and James M. Caruso, individually  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

Northland Group, Inc.,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

Hope M. Demasco, Jennifer Hertzovitz, Jaime Abreu, Robert J. Paulson and James M. Caruso, 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 Northland Group, Inc. (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 Hope M. Demasco is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Robert J. Paulson is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiff James M. Caruso is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

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

9. Plaintiff Jaime Abreu is an individual who is a citizen of the State of New York residing in Nassau County, New York.

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

11. On information and belief, Defendant Northland Group, Inc., is a Minnesota Corporation with a principal place of business in Hennepin County, Minnesota.

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

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

### **ALLEGATIONS**

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

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

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

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

18. In its efforts to collect the debt alleged owed by Plaintiff Demasco, Defendant contacted Plaintiff Demasco by letter (“the Demasco Letter”) dated August 30, 2016. (“**Exhibit 1.**”)

19. In its efforts to collect the debt alleged owed by Plaintiff Paulson, Defendant contacted Plaintiff Paulson by letter (“the Paulson Letter”) dated August 31, 2016. (“**Exhibit 1.**”)

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

21. In its efforts to collect the debt alleged owed by Plaintiff Hertzovitz, Defendant contacted Plaintiff Hertzovitz by letter (“the Hertzovitz Letter”) dated September 1, 2016. (“**Exhibit 1.**”)

22. In its efforts to collect the debt alleged owed by Plaintiff Abreu, Defendant contacted Plaintiff Abreu by letter (“the Abreu Letter”) dated September 1, 2016. (“**Exhibit 1.**”)

23. The Letters are identical in all material respects.

24. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

**FIRST COUNT**  
**Violation of 15 U.S.C. § 1692e**  
**AS TO ALL PLAINTIFFS**

25. Plaintiffs repeat and reallege the foregoing paragraphs as if fully restated herein.

26. The Debts were incurred on credit cards.

27. The Letters all set forth a “Current Balance Due.”

28. Pursuant to the terms and conditions of the credit cards, the credit card company charged Plaintiffs interest on any balance carried on the account.

29. Pursuant to the terms and conditions of the credit cards, the credit card company charged Plaintiffs late fees on any payments due but not timely made by Plaintiffs.

30. Pursuant to the terms and conditions of the credit cards, the credit card company charged Plaintiffs other fees on the accounts.

31. The right to collect from Plaintiffs interest on any balance carried on the account was not waived by the credit card company.

32. The right to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs was not waived by the credit card company.

33. The right to collect from Plaintiffs other fees on the account was not waived by the credit card company.

34. The right to collect from Plaintiffs interest on any balance carried on the account was not waived by any assignee or successor-in-interest.

35. The right to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs was not waived by any assignee or successor-in-interest.

36. The right to collect from Plaintiffs other fees on the account was not waived by any assignee or successor-in-interest.

37. Plaintiffs were never informed by anyone that the terms and conditions of the credit card were changed.

38. Pursuant to the terms and conditions of the credit card, interest continued to accrue on any balance unpaid.

39. Pursuant to the terms and conditions of the credit card, late fees continued to accrue on any payments due but not timely made by Plaintiffs.

40. Pursuant to the terms and conditions of the credit card, other fees continued to accrue on the account.

41. Pursuant to the terms and conditions of the credit card, the credit card company and any assignee or successor-in-interest had the legal right to collect from Plaintiffs interest on any balance carried on the account.

42. Pursuant to the terms and conditions of the credit card, the credit card company and any assignee or successor-in-interest had the legal right to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs.

43. Pursuant to the terms and conditions of the credit card, the credit card company and any assignee or successor-in-interest had the legal right to collect from Plaintiffs other fees on the account.

44. Pursuant to the terms and conditions of the credit card, the legal right of the credit card company and any assignee or successor-in-interest to collect from Plaintiffs interest on any balance carried on the account is not waived by the credit card company or any assignee or successor-in-interest as a result of a failure by either the credit card company or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiffs the aforementioned interest.

45. Pursuant to the terms and conditions of the credit card, the legal right of the credit card company and any assignee or successor-in-interest to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs is not waived by the credit card company or any assignee or successor-in-interest as a result of a failure by either the credit card company or any

assignee or successor-in-interest at any point in time to attempt to collect from Plaintiffs the aforementioned late fees.

46. Pursuant to the terms and conditions of the credit card, the legal right of the credit card company and any assignee or successor-in-interest to collect from Plaintiffs other fees on the account is not waived by the credit card company or any assignee or successor-in-interest as a result of a failure by either the credit card company or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiffs the aforementioned other fees.

47. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees.

48. The Letters failed to disclose that the balance stated may increase due to interest.

49. The Letters failed to disclose that the balance stated may increase due to late fees.

50. The Letters failed to disclose that the balance stated may increase due to other fees.

51. The Letters, because of the aforementioned failures, violate 15 U.S.C. § 1692e.

**SECOND COUNT**  
**Violation of 15 U.S.C. § 1692e**  
**AS TO ALL PLAINTIFFS**

52. Plaintiffs repeat and reallege the foregoing paragraphs as if fully restated herein.

53. As previously set forth, the Letters set forth a “Current Balance Due.”

54. As previously set forth, Plaintiffs were always charged interest on any balance carried on the account.

55. As previously set forth, Plaintiffs were always charged late fees on any payments due but not timely made by Plaintiffs.

56. As previously set forth, Plaintiffs were never informed by anyone that the terms and conditions of the credit card were changed.

57. The Letters fail to disclose whether the amount stated may increase due to additional interest.

58. The Letters fail to disclose whether the amount stated may increase due to additional late fees.

59. The Letters fail to indicate whether the creditor will accept payment of the amount stated in full satisfaction of the debt if payment is made by a specified date.

60. The Letters fail to indicate the minimum amount Plaintiffs owed at the time of the Letters.

61. The Letters fail to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letters.

62. The Letters fail to provide information that would allow Plaintiffs to determine what Plaintiffs will need to pay to resolve the debt at any given moment in the future.

63. The Letters fail 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.

64. The Letters fail to provide information that would allow the least sophisticated consumer to determine the amount of interest owed.

65. For instance, the Letters fail to indicate the applicable interest rate.

66. For instance, the Letters fail to indicate the date of accrual of interest.

67. For instance, the Letters fail to indicate the amount of interest during any measurable period.

68. The Letters fail to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

69. For instance, the Letters fail to indicate the amount of late fees.

70. For instance, the Letters fail to indicate the date such fees will be added.

71. For instance, the Letters fail to indicate the amount of late fees during any measurable period.

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

73. The Letters fail to state whether interest, late fees and/or other fees are accruing.

74. The Letters fail to state what part of the amount stated is attributable to principal.

75. The Letters fail to state what part of the amount stated is attributable to interest.

76. The Letters fail to state what part of the amount stated is attributable to late fees.

77. The Letters fail to state what part of the amount stated is attributable to other fees.

78. The Letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letters.

79. The Letters, because of the aforementioned failures, 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.

80. The Letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

81. The Letters, because of the aforementioned failures, 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.

82. The Letters include a settlement offer.

83. The Letters fail to indicate whether the amount stated may increase due to additional interest if the settlement is not accepted.

84. The Letters fail to indicate whether the amount stated may increase due to additional late fees if the settlement is not accepted.

85. A collection letter violates 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

86. The Letters, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiffs was never informed by anyone that interest and late fees would no longer be applied, and especially because of the use of the word “Current,” can reasonably be read by the least sophisticated consumer to mean that interest was still accruing.

87. The Letters, because of the aforementioned failures, and because interest and late fees were always charged on the account and Plaintiffs was never informed by anyone that interest and late fees would no longer be applied, and especially because of the use of the word “Current,” can reasonably be read by the least sophisticated consumer to mean that late fees were still accruing.

88. The Letters could also reasonably be read by the least sophisticated consumer to mean that interest was no longer accruing.

89. The Letters could also reasonably be read by the least sophisticated consumer to mean that late fees were no longer accruing.

90. The Letters could reasonably be read by the least sophisticated consumer to mean

that the debt could be satisfied in full by payment of the amount stated.

91. The Letters could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated at any time after receipt of the Letter.

92. The Letters could also reasonably be read by the least sophisticated consumer to mean that the amount stated was accurate only on the date of the Letter because of the continued accumulation of interest and/or late fees.

93. The Letters could reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would continue to accrue on the debt if the settlement offer was not accepted.

94. The Letters could also reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would not re-commence on the debt if the settlement offer was not accepted.

95. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer's ability to respond to the settlement offer is negatively affected.

96. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer would be unable to determine the actual value of Defendant's settlement offer.

97. Because the Letters can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, they are deceptive under 15 U.S.C. § 1692e.

98. For these reasons, Defendant violated 15 U.S.C. § 1692e.

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692e**  
**AS TO ALL PLAINTIFFS**

99. Plaintiffs repeat and reallege the foregoing paragraphs as if fully restated herein.



100. Alternatively, even if Plaintiffs' accounts were not subject to continued interest pursuant to the terms and conditions of the credit card – which they were – the accounts were subject to interest by operation of law.

101. Plaintiffs' debts were incurred pursuant to a contract between Plaintiffs and the credit card company.

102. N.Y.C.P.L.R. § 5001(a) provides that interest shall be recovered upon a sum awarded because of a breach a contract.

103. An award of interest under § 5001 is mandatory.

104. N.Y.C.P.L.R. § 5001(b) provides that interest shall be computed from the earliest ascertainable date the cause of action existed.

105. The credit card company and any assignee or successor-in-interest possessed a guaranteed right to interest on the Debt from, at the latest, the dates of the respective letters.

106. As such, the amount stated in the Letters was subject to the accrual of interest.

107. The Letters failed to disclose that the amount stated may increase due to interest.

108. The Letters, because of the aforementioned failure, violate 15 U.S.C. § 1692e.

### **CLASS ALLEGATIONS**

109. 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 using a letter materially identical to the Letters herein, from one year before the date of this Complaint to the present.

110. 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.

111. Defendant regularly engages in debt collection.

112. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a letter materially identical to the Letters herein.

113. 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.

114. 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.

115. 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**

116. 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
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: August 21, 2017

**BARSHAY SANDERS, PLLC**

By:     /s/ Craig B. Sanders    

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Our File No.: 113549

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P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code FDNY1



**Northland Group Inc.**

866-611-6331  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

August 30, 2016

Hope Demasco  
4817 Wilshire Ln  
Oakdale, NY 11769



**ACCOUNT INFORMATION**

Creditor: **Department Stores National Bank**  
Regarding: **BLOOMINGDALES**  
Original Account #: \*\*\*\*\*2510  
Current Balance Due: **\$956.91**

**NORTHLAND REFERENCE NUMBER**

██████████0411



**Discount and Save: Pay Discounted Amount Over 12 Months**

The creditor will allow you to settle your account for \$729.72 in 12 payments over 12 months starting on 09/20/2016. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. Once all 12 payments of \$60.81 have been paid to our office on time, a letter will be sent confirming the above referenced account has been resolved. Make check payable to DSNB.

Payments must NOT be more than 30 days apart or this settlement will be cancelled. Please send payments to the address above.

Department Stores National Bank may report a discharge of indebtedness if required by applicable tax law. This reporting may have tax consequences to you. Please contact your tax advisor if you have any questions.



**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)



**Pay by Phone:** Please call Northland Group, Inc. at 866-611-6331.  
We offer check by phone, Western Union, and debit card.



**Pay by Mail:** Send payments to PO Box 390905, Minneapolis, MN 55439.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.  
This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International.  
This collection agency's New York City Department of Consumer Affairs License number is 1283580.



Northland Group Inc.

866-611-6331  
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[www.payments2northland.com](http://www.payments2northland.com)

August 31, 2016

Robert J Paulson  
50 Pameeches Path  
East Moriches, NY 11940



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code FDNY1

**ACCOUNT INFORMATION**

Creditor: **Department Stores National Bank**  
Regarding: **BLOOMINGDALES**  
Original Account #: **\*\*\*\*\*1394**  
Current Balance Due: **\$2,307.50**

**NORTHLAND REFERENCE NUMBER**

██████████ 5511



Settle your account in 3 or 6 payments!

In order to assist you in clearing this debt, we are offering options.

**Option I:** BLOOMINGDALES will allow you to settle your account for \$1,730.64 in 3 payments starting on 09/21/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all three payments of \$576.88, a letter will be sent confirming the above referenced account has been resolved.

**Option II:** BLOOMINGDALES will allow you to settle your account for \$1,846.02 in 6 payments starting on 09/21/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all 6 payments of \$307.67, a letter will be sent confirming the above referenced account has been resolved.

Please contact the representative below at 866-611-6331 if you have any questions. These are not your only options. Make check payable to DSNB.

Department Stores National Bank may report a discharge of indebtedness if required by applicable tax law. This reporting may have tax consequences to you. Please contact your tax advisor if you have any questions.



**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)



**Pay by Phone:** Please call Northland Group, Inc. at 866-611-6331.  
We offer check by phone, Western Union, and debit card.



**Pay by Mail:** Send payments to PO Box 390905, Minneapolis, MN 55439.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International. This collection agency's New York City Department of Consumer Affairs License number is 1283580.



**Northland Group Inc.**

888-344-1273  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

August 27, 2016



**ACCOUNT INFORMATION**

Client/Creditor: **CAPITAL ONE BANK (USA), N.A.**  
Original Account #: **\*\*\*\*\*7435**  
Account Balance: **\$602.70**

James M Caruso  
12 White Oak St  
Middle Island, NY 11953

**NORTHLAND REFERENCE NUMBER**

**[REDACTED] B108**



Settle your account in 3 or 6 payments!

Dear James M Caruso,

CAPITAL ONE BANK (USA), N.A., the creditor of your account, has placed the above referenced account with Northland Group, Inc. for collection. In order to assist you in clearing this debt, we are offering you the following payment options that may better fit your budget:

**Option I:** Settle your account for \$391.74 in 3 payments starting on 09/17/16. If you need additional time to respond to this offer, please contact us. Please note, we are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all three payments of \$130.58, a letter will be sent confirming that the above referenced account has been resolved.

**Option II:** Settle your account for \$421.92 in 6 payments starting on 09/17/16. If you need additional time to respond to this offer, please contact us. Please note, we are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all 6 payments of \$70.32, a letter will be sent confirming that the above referenced account has been resolved.

If you would like to take advantage of one of the offers listed above, or if you would prefer to make smaller payments over time, please feel free to call us at 888-344-1273.

Thank you,

Dan Hanson



Pay Online: To view the account balance, set up payments, and communicate with us via e-mail, please visit [www.payments2northland.com](http://www.payments2northland.com)



Pay by Phone: Please call Northland Group, Inc. at 888-344-1273. We offer check by phone, Western Union, and debit card.



Pay by Mail: Send payments to PO Box 390846, Minneapolis, MN 55439.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International. This collection agency's New York City Department of Consumer Affairs License number is 1283580.



*Northland Group Inc.*

866-595-2447

For General Business Hours, please visit us at:

[www.payments2northland.com](http://www.payments2northland.com)

September 1, 2016

Jennifer E Hertzovitz  
193 Washington Ave  
Patchogue, NY 11772



**ACCOUNT INFORMATION**

Creditor: **CITIBANK, N.A.**  
Regarding: **CITI MASTERCARD**  
Original Account #: \*\*\*\*\*6052  
Current Balance Due: **\$4,817.90**

**NORTHLAND REFERENCE NUMBER**

██████████ 9570



Settle your account in 2 or 4 payments!

In order to assist you in clearing this debt, we are offering options.

**Option I:** CITIBANK, N.A. will allow you to settle your account for \$2,168.08 in 4 payments starting on 09/22/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all four payments of \$542.02, a letter will be sent confirming the above referenced account has been resolved.

**Option II:** CITIBANK, N.A. will allow you to settle your account for \$1,927.14 in 2 payments starting on 09/22/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of both payments of \$963.57, a letter will be sent confirming the above referenced account has been resolved.

Please contact the representative below at 866-595-2447 if you have any questions. These are not your only options. Make check payable to Citi.

CITIBANK, N.A. may report a discharge of indebtedness if required by applicable tax law. This reporting may have tax consequences to you. Please contact your tax advisor if you have any questions.



**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)



**Pay by Phone:** Please call Northland Group, Inc. at 866-595-2447.  
We offer check by phone, Western Union, and debit card.



**Pay by Mail:** Send payments to PO Box 390905, Minneapolis, MN 55439.

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Northland Group Inc.



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code FDNY1

866-611-6331  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

September 1, 2016

Jaime Abreu  
61a Lorraine Rd  
Island Park, NY 11558



**ACCOUNT INFORMATION**

**Creditor:** Department Stores National Bank  
**Regarding:** MACY'S  
**Original Account #:** \*\*\*\*\*0750  
**PAYMENT ADDRESS:**  
P.O. Box 390905, Minneapolis, MN 55439  
**NORTHLAND REFERENCE NUMBER**  
[REDACTED] 9397  
**CURRENT BALANCE DUE:** \$436.02  
**Settlement Offer:** \$327.00



Your account balance: \$436.02  
Your Settlement Offer \$327.00

The creditor will allow you to settle your account for \$327.00 in 3 payments starting on 09/22/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Once all three payments have been paid to our office on time, a letter will be sent confirming the above referenced account has been resolved. Please send in the payments along with a payment stub to the address below. Make check payable to DSNB.

This collection agency's New York City Department of Consumer Affairs License number is 1283580.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International.

	<b>Pay Online:</b> <a href="http://www.payments2northland.com">www.payments2northland.com</a>
	<b>Pay by Phone:</b> Please call Northland Group, Inc. at 866-611-6331. We offer check by phone, Western Union, and debit card.
	<b>Pay by Mail:</b> Send payments to PO Box 390905, Minneapolis, MN 55439.

33-0901\_5\_33 1327

1 of 3

**Northland Reference #:** [REDACTED] 9397  
Client Code: DSNB  
Original Account #: \*\*\*\*\*0750  
Mail Payment to:  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$109.00**  
Due Date: 09/22/16

Detach coupon and mail with payment

2 of 3

**Northland Reference #:** [REDACTED] 9397  
Client Code: DSNB  
Original Account #: \*\*\*\*\*0750  
Mail Payment to:  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$109.00**  
Due Date: 30 days from 1st payment

Detach coupon and mail with payment

3 of 3

**Northland Reference #:** [REDACTED] 9397  
Client Code: DSNB  
Original Account #: \*\*\*\*\*0750  
Mail Payment to:  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
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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: HOPE M. DEMASCO
DEFENDANTS: NORTHLAND GROUP, INC.
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(c) Attorneys: BARSHAY SANDERS, PLLC

II. BASIS OF JURISDICTION: U.S. Government Plaintiff
III. CITIZENSHIP OF PRINCIPAL PARTIES: Citizen of This State

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

V. ORIGIN: 1 Original Proceeding

VI. CAUSE OF ACTION: 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.

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

DATE: August 21, 2017 SIGNATURE OF ATTORNEY OF RECORD: /s Craig 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



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Northland Group Sued Over Allegedly Incomplete Debt Collection Letters](#)

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