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Attorneys for Plaintiffs
Our File No.: 113983

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

Michael Dovey and Wilson Maymi, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Forster & Garbus, LLP,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Michael Dovey and Wilson Maymi, 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 Forster & Garbus, LLP (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. Venue is also proper under 28 U.S.C. § 1391(b) because a Defendant maintains its principal place of business in this Judicial District.

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

PARTIES

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

7. Plaintiff Wilson Maymi is an individual who is a citizen of the State of New York residing in Kings County, New York.

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

9. On information and belief, Defendant Forster & Garbus, LLP, is a New York Limited Liability Partnership with a principal place of business in Suffolk County, New York.

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

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

ALLEGATIONS SPECIFIC TO PLAINTIFFS DOVEY AND MAYMI

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

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

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

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

16. In its efforts to collect the debt alleged owed by Plaintiff Dovey, Defendant contacted Plaintiff Dovey by letter dated August 9, 2017. (“**Exhibit 1.**”)

17. In its efforts to collect the debt alleged owed by Plaintiff Maymi, Defendant contacted Plaintiff Maymi by letter dated September 28, 2017. (“**Exhibit 1.**”)

18. The letters were the initial communications Plaintiffs received from Defendant concerning their respective debts.

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

20. The letters are materially identical as relevant herein.

21. 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.

22. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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).

31. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

32. The letters fail to include any “safe harbor” language concerning the accrual of interest as required by *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72, 76 (2d Cir. 2016) (“*Avila*”).

33. Instead, the letters state, “Interest may subsequently accrue to this account, therefore, the amount due on the day you pay may be greater.”

34. The letters fail to advise Plaintiffs that if Plaintiffs pay the balance as of the date of the letters, an adjustment may be necessary after Defendant receives payment.

35. The letters fail to advise Plaintiffs that Defendant will inform Plaintiffs of the balance difference before depositing payment.

36. The letters fail to indicate the minimum amount Plaintiffs owed at the time of receipt of the letters.

37. 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 receipt of the letters.

38. The letters fail to provide information that would allow Plaintiffs to determine what Plaintiffs will need to pay to resolve the debts at any given moment in the future.

39. 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.

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

41. For instance, the letters fail to indicate the applicable interest rate.

42. For instance, the letters fail to indicate the date of accrual of interest.

43. For instance, the letters fail to indicate the amount of interest during any measurable period.

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

45. The letters fail to state what part of the amounts stated is attributable to principal.

46. The letters fail to state what part of the amounts stated is attributable to interest.

47. The letters fail to state what part of the amounts stated is attributable to late fees.

48. The letters fail to state what part of the amounts stated is attributable to other fees.

49. 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.

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

the letters.

51. 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.

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

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

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

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

56. The letters, because of the aforementioned failures, renders the statements of the amount of the debts, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

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

58. The letters, because of the aforementioned failures, violate 15 U.S.C. § 1692g.

59. Because Defendant stated the balance “may” increase, the least sophisticated consumer could reasonably believe that the debt could be satisfied by remitting the balance at any time after receipt of the letter.

60. Because Defendant stated the balance “may” increase, the least sophisticated consumer could also reasonably believe that the balance was accurate only on the date of the letter because of the continued accumulation of interest.

61. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the letters fail to indicate the applicable interest rate, or date of accrual.

62. For these reasons, Defendant failed to clearly state the amount of the debt.

63. For these reasons, Defendant failed to unambiguously state the amount of the debt.

64. For these reasons, the letters would likely make the least sophisticated consumer uncertain as to the amount of the debt.

65. For these reasons, the letters would likely make the least sophisticated consumer confused as to the amount of the debt.

66. The least sophisticated consumer could reasonably read the letters to mean that the balance was static.

67. The least sophisticated consumer could also reasonably read the letters to mean that the balance was dynamic due to the continued accumulation of interest.

68. Because the letters are susceptible to an inaccurate reading by the least sophisticated consumer, they are deceptive under 15 U.S.C. § 1692e.

69. 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.

70. The letters, because of the aforementioned failures, violate 15 U.S.C. § 1692e and 15 U.S.C. § 1692g. *See Carlin v. Davidson Fink, LLP*, 852 F.3d 207 (2d Cir. 2017); *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72 (2d Cir. 2016); *Balke v. Alliance One Receivables Management, Inc.*, No. 16-CV-5624(ADS)(AKT), 2017 WL 2634653 (E.D.N.Y. June 19, 2017).

CLASS ALLEGATIONS

71. 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 that fails to include the safe harbor required by *Avila*, from one year before the date of this Complaint to the present, and also 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 substantially similar to the Letter herein, from one year before the date of this Complaint to the present.

72. 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.

73. Defendant regularly engages in debt collection.

74. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using letters that fail to include the safe harbor required by *Avila* and from whom Defendant attempted to collect delinquent consumer debts using a letter substantially similar to the Letter herein.

75. 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.

76. 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.

77. 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.

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 FDCA; 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: December 26, 2017

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders

Craig B. Sanders, Esq.

100 Garden City Plaza, Suite 500

Garden City, New York 11530

Tel: (516) 203-7600

Fax: (516) 706-5055

csanders@barshaysanders.com

Attorneys for Plaintiffs

Our File No.: 113983

60 Motor Parkway
Commack, NY 11725-0045

FORSTER & GARBUS LLP
A NEW YORK LAW FIRM

RONALD FORSTER - Adm. in NY Only
MARK A. GARBUS - Adm. in NY Only
EDWARD J. DAMSKY - Adm. in NY Only
JOEL D. LEIDERMAN - Adm. in NY Only
ANNETTE T. ALTMAN - Adm in NY Only
MICHAEL C. DIGIARO - Adm in NY & NJ
MICHAEL J. FLORIO - Adm in NY Only
AMY GAVLIK - Adm in NY Only
TESS E. GUNTHER - Adm in NY & CT
VALERIE E. WATTS - Adm in NY Only

PERSONAL & CONFIDENTIAL

BALANCE DUE as of August 9, 2017 ▶ \$3,657.52
Reference Number ▶ R604061V579344
Account Number ▶ XX9332

Re ▶ **ABSOLUTE RESOLUTIONS INVESTMENTS**
LLC

AS PURCHASER OF AN ACCOUNT ORIGINALLY OWNED BY PROSPER FUNDING, LLC

Current Owner ▶ **ABSOLUTE RESOLUTIONS**
INVESTMENTS, L^{LC}

1-631-393-9400
1-877-207-5078 Ext. 660
Representative Name: **MS ESTRADA**
Monday thru Thursday 8:00AM - 9:00PM EST
Friday 8:00AM - 5:00PM EST
Control Number: [REDACTED] 8962

August 9, 2017



MICHAEL E DOVEY
5 BARNES RD
MORICHES NY 11955-1306

Dear Michael E Dovey,

Your account has been placed with this office for collection. If this account is not disputed, we shall expect your payment in full.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.
At this time, no determination has been made as to whether a lawsuit will be commenced.

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 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.

Interest may subsequently accrue to this account; therefore, the amount due on the day you pay may be greater.

Please note that we are required, under federal law, to advise you that we are debt collectors and any information we obtain will be used in attempting to collect this debt.

Please mail all correspondence and payments to the address listed below.

Total Amount of the debt due as of charge-off.	\$3,657.52
Total amount of interest accrued since charge-off.	\$0.00
Total amount of non-interest charges or fees accrued since charge-off.	\$0.00
Total amount of payments made on the debt since the charge-off.	\$0.00

Please visit our website, www.forstergarbus.com, if you wish to make a payment on your account using your debit card. Please use the Control Number listed above when making a payment on the website.

SEE IMPORTANT NOTICE ENCLOSED

Forster & Garbus LLP NYC Dept. of Consumer Affairs # 2045675
Office Location: 60 Motor Parkway • Commack, NY 11725-5710

▲ DETACH HERE ▲

MAKE CHECK PAYABLE TO: **FORSTER & GARBUS LLP as attorneys** AND RETURN COUPON WITH PAYMENT TO PO BOX 9030, Commack, NY 11725-9030 IN ENCLOSED ENVELOPE

MICHAEL E DOVEY
5 BARNES RD
MORICHES NY 11955-1306

BALANCE DUE as of August 9, 2017 ▶ \$3,657.52
Reference Number ▶ [REDACTED] 9344

Re ▶ **ABSOLUTE RESOLUTIONS INVESTMENTS**
AS PURCHASER OF AN ACCOUNT ORIGINALLY OWNED BY PROSPER
FUNDING, LLC

Rep. Code ▶ AA
Date ▶ August 9, 2017

→ Please Note Current BEST TIME TO CALL

Home Phone # _____

Work Phone # _____

Cell Phone # _____

[REDACTED] 9344



Forster & Garbus LLP
PO Box 9030
Commack, NY 11725-9030

60 Motor Parkway
Commack, NY 11725-0120


FORSTER & GARBUS LLP
A NEW YORK LAW FIRM

RONALD FORSTER Adm. in NY Only
MARK A. GARBUS Adm. in NY Only
EDWARD J. DAMSKY Adm. in NY Only
JOEL D. LEIDERMAN Adm. in NY Only
ANNETTE T. ALTMAN Adm. in NY Only
MICHAEL C. DIGIARDI Adm. in NY & NJ
MICHAEL J. FLORIO Adm. in NY Only
AMY GAVLIK Adm. in NY Only
TESS E. GUNTHER Adm. in NY & CT
VALERIE E. WATTS Adm. in NY Only

PERSONAL & CONFIDENTIAL



September 28, 2017


WILSON MAYMI
79 N OXFORD WALK APT 9F
BROOKLYN NY 11205-3141

BALANCE DUE as of September 28, 2017 > \$3,196.01
Reference Number > [REDACTED] 8336
Account Number > XXXXXXXXXXXX3980
Re > BARCLAYS BANK DELAWARE

1-831-393-9400
1-877-709-6889 Ext. 259
Representative Name: MS ESTRADA
Monday thru Thursday 8:00AM - 8:00PM EST
Friday 8:00AM - 5:00PM EST
Control Number: [REDACTED] 0584

Dear Wilson Maymi,

Your account has been placed with this office for collection. If this account is not disputed, we shall expect your payment in full.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.
At this time, no determination has been made as to whether a lawsuit will be commenced.

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 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.

Interest may subsequently accrue to this account; therefore, the amount due on the day you pay may be greater.

Please note that we are required, under federal law, to advise you that we are debt collectors and any information we obtain will be used in attempting to collect this debt.

Please mail all correspondence and payments to the address listed below.

Total Amount of the debt due as of charge-off.	\$3,196.01
Total amount of interest accrued since charge-off.	\$0.00
Total amount of non-interest charges or fees accrued since charge-off.	\$0.00
Total amount of payments made on the debt since the charge-off.	\$0.00

Please visit our website, www.forstergarbus.com, if you wish to make a payment on your account using your debit card.
Please use the Control Number listed above when making a payment on the website.

SEE IMPORTANT NOTICE ENCLOSED

Forster & Garbus LLP NYC Dept. of Consumer Affairs # 2045675
Office Location: 60 Motor Parkway • Commack, NY 11725-5710

▲ DETACH HERE ▲

MAKE CHECK PAYABLE TO: **FORSTER & GARBUS LLP as attorneys** AND RETURN COUPON WITH PAYMENT TO PO BOX 9030, Commack, NY 11725-9030 IN ENCLOSED ENVELOPE

WILSON MAYMI
79 N OXFORD WALK APT 9F
BROOKLYN NY 11205-3141

BALANCE DUE as of September 28, 2017 > \$3,196.01
Reference Number > [REDACTED] 8336
Re > BARCLAYS BANK DELAWARE

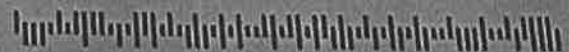
Rep. Code > AB
Date > September 28, 2017

➔ Please Note Current BEST TIME TO CALL

Home Phone # _____

Work Phone # _____

Cell Phone # _____



Forster & Garbus LLP
PO Box 9030
Commack, NY 11725-9030

[REDACTED] 8336

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: MICHAEL DOVEY
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(c) Attorneys: BARSHAY SANDERS, PLLC
DEFENDANTS: FORSTER & GARBUS, LLP
County of Residence of First Listed Defendant: SUFFOLK
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
O 1 U.S. Government Plaintiff
O 2 U.S. Government Defendant
O 3 Federal Question (U.S. Government Not a Party)
O 4 Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: O 110 Insurance, O 120 Marine, O 130 Miller Act, O 140 Negotiable Instrument, O 150 Recovery of Overpayment & Enforcement of Judgment, O 151 Medicare Act, O 152 Recovery of Defaulted Student Loans (Excludes Veterans), O 153 Recovery of Overpayment of Veteran's Benefits, O 160 Stockholders' Suits, O 190 Other Contract, O 195 Contract Product Liability, O 196 Franchise
REAL PROPERTY: O 210 Land Condemnation, O 220 Foreclosure, O 230 Rent Lease & Ejectment, O 240 Torts to Land, O 245 Tort Product Liability, O 290 All Other Real Property
TORTS: PERSONAL INJURY: O 310 Airplane, O 315 Airplane Product Liability, O 320 Assault, Libel & Slander, O 330 Federal Employers' Liability, O 340 Marine, O 345 Marine Product Liability, O 350 Motor Vehicle, O 355 Motor Vehicle Product Liability, O 360 Other Personal Injury, O 362 Personal Injury - Medical Malpractice
PRISONER PETITIONS: Habeas Corpus: O 463 Alien Detainee, O 510 Motions to Vacate Sentence, O 530 General, O 535 Death Penalty
Other: O 540 Mandamus & Other, O 550 Civil Rights, O 555 Prison Condition, O 560 Civil Detainee Conditions of Confinement
FORFEITURE/PENALTY: O 625 Drug Related Seizure of Property 21 USC 881, O 690 Other
LABOR: O 710 Fair Labor Standards Act, O 720 Labor/Management Relations, O 740 Railway Labor Act, O 751 Family and Medical Leave Act, O 790 Other Labor Litigation, O 791 Employee Retirement Income Security Act
IMMIGRATION: O 462 Naturalization Application, O 465 Other Immigration Actions
BANKRUPTCY: O 422 Appeal 28 USC 158, O 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: O 820 Copyrights, O 830 Patent, O 840 Trademark
SOCIAL SECURITY: O 861 HIA (1395ff), O 862 Black Lung (923), O 863 DIWC/DIWW (405(g)), O 864 SSID Title XVI, O 865 RSI (405(g))
FEDERAL TAX SUITS: O 870 Taxes (U.S. Plaintiff or Defendant), O 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: O 375 False Claims Act, O 400 State Reapportionment, O 410 Antitrust, O 430 Banks and Banking, O 450 Commerce, O 460 Deportation, O 470 Racketeer Influenced and Corrupt Organizations, O 480 Consumer Credit, O 490 Cable/Sat TV, O 850 Securities/Commodities/Exchange, O 890 Other Statutory Actions, O 891 Agricultural Acts, O 893 Environmental Matters, O 895 Freedom of Information Act, O 896 Arbitration, O 899 Administrative Procedure Act/Review or Appeal of Agency Decision, O 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
O 1 Original Proceeding
O 2 Removed from State Court
O 3 Remanded from Appellate Court
O 4 Reinstated or Reopened
O 5 Transferred from Another District (specify)
O 6 Multidistrict Litigation - Transfer
O 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 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 O No

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

DATE: December 27, 2017
SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP 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
 - c) If this is a Fair Debt Collection Practice Act case, specific the County in which the offending communication was received: SUFFOLK

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? Yes No

(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

UNITED STATES DISTRICT COURT

for the

EASTERN DISTRICT OF NEW YORK

Michael Dovey and Wilson Maymi, individually and on behalf of all others similarly situated)	
_____)	
<i>Plaintiff(s)</i>)	
)	Civil Action No.
v.)	
)	
Forster & Garbus, LLP)	
_____)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
Forster & Garbus, LLP
60 Motor Parkway
Commack, New York 11725

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: [Two Consumers Claim Forster & Garbus Collection Letters Lacked Necessary Debt Information](#)
