

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Esther Gluck, *individually and on behalf of all others
similarly situated*;

Plaintiff,

-v.-

William C. Grossman Law, PLLC,
Cavalry SPV I, LLC and
John Does 1-25

Defendant(s).

Civil Action No: _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Esther Gluck (hereinafter, "Plaintiff" or "Gluck"), a New York resident, brings this Class Action Complaint by and through her attorneys, RC Law Group, PLLC, against Defendant William C. Grossman Law, PLLC (hereinafter "Defendant Grossman Law") and Defendant Cavalry SPV I, LLC (hereinafter "Defendant Cavalry"), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted the FDCPA in 1977 in response to the "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. §1692(a). At that time, Congress was concerned that "abusive debt collection practices

contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy." *Id.* Congress concluded that "existing laws...[we]re inadequate to protect consumers," and that "'the effective collection of debts" does not require "misrepresentation or other abusive debt collection practices." 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to "insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged." *Id.* § 1692(e). After determining that the existing consumer protection laws were inadequate, Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692 et. seq. If applicable, the Court also has pendent jurisdiction over the State law claims in this action pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of New York consumers under §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA"), and

6. Plaintiff is seeking damages and declaratory and injunctive relief.

PARTIES

7. Plaintiff is a resident of the State of New York, County of Rockland, residing at 17 Bush Lane, Apt. 201, Spring Valley, NY 10977.

8. Defendant William C. F Grossman Law, PLLC is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 5965 Transit Road, Suite 500, East Amherst, New York 14051.

9. Defendant Cavalry SPV I, LLC is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595.

10. Upon information and belief, Defendant Grossman is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

11. John Does 1-25, are fictitious names of individuals and businesses alleged for the purpose of substituting names of Defendants whose identities will be disclosed in discovery and should be made parties to this action.

CLASS ALLEGATIONS

12. Plaintiffs bring this claim on behalf of the following case, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

13. The Class consists of:

- a. all individuals with addresses in the State of New York;
- b. to whom Defendant William C. Grossman Law, PLLC, sent "debt validation" documents;
- c. which falsely stated the wrong purchaser and/or current owner of the debt;

- d. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

14. The identities of all class members are readily ascertainable from the records of Defendants and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

15. Excluded from the Plaintiff Classes are the Defendants and all officer, members, partners, managers, directors and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action, and all members of their immediate families.

16. There are questions of law and fact common to the Plaintiff Classes, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, **in the forms attached as Exhibit A**, violate 15 U.S.C. §§ 1692e.

17. The Plaintiffs' claims are typical of the class members, as all are based upon the same facts and legal theories. The Plaintiffs will fairly and adequately protect the interests of the Plaintiff Classes defined in this complaint. The Plaintiffs have retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiffs nor their attorneys have any interests, which might cause them not to vigorously pursue this action.

18. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- a. **Numerosity:** The Plaintiffs are informed and believe, and on that basis allege, that the Plaintiff Classes defined above are so numerous that joinder of all members would be impractical.
- b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Classes and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, **in the forms attached as Exhibit A** violate 15 U.S.C. § 1692e.
- c. **Typicality:** The Plaintiff's claims are typical of the claims of the class members. The Plaintiffs and all members of the Plaintiff Classes have claims arising out of the Defendants' common uniform course of conduct complained of herein.
- d. **Adequacy:** The Plaintiffs will fairly and adequately protect the interests of the class members insofar as Plaintiffs have no interests that are adverse to the absent class members. The Plaintiffs are committed to vigorously litigating this matter. Plaintiffs have also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiffs nor their counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.
- e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a

single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

19. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Classes predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

20. Depending on the outcome of further investigation and discovery, Plaintiffs may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

FACTUAL ALLEGATIONS

21. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered above herein with the same force and effect as if the same were set forth at length herein.

22. Some time prior to January 30, 2018, an obligation was allegedly incurred to Citibank N.A. / AAdvantage.

23. The Citibank N.A./Aadvantage obligation arose out of transactions in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes, specifically a personal credit card.

24. The alleged Citibank N.A./Aadvantage obligation is a "debt" as defined by 15 U.S.C. §1692a(5).

25. Sometime on or around June 20, 2017, Citibank N.A. / Aadvantage sold the subject debt.

26. Defendant Cavalry is a “debt collector” as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

27. Defendant Cavalry or a subsequent owner of the Citibank N.A./Aadvantage debt contracted the Defendant Grossman to collect the alleged debt.

28. Defendant Grossman collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and internet.

Violation I – February 7, 2018 Collection Letter

29. On or around January 30, 2018, Defendant Grossman sent Plaintiff an initial collection letter.

30. Plaintiff sent Defendant Grossman letter asserting her validation rights as stated in the initial collection letter.

31. In reply Defendant Grossman sent Plaintiff a letter that attempted to validate the debt, as well as supporting documentation. (the “forms”) regarding the alleged debt owed to Defendant Cavalry. **See Forms – Attached hereto as Exhibit A.**

32. The top of the letter stated:

CURRENT CREDITOR: Calvary SPV I, LLC.
ORIGINAL CREDITOR: Citibank, N.A./AAdvantage

33. A later portion of the letter reads “Enclosed please find the Affidavit of Sale and Bill of Sale. As you can see from the documents attached, the Original Creditor sold this account to CACH, LLC on or about June 20, 2017. This represents the complete chain of title and no further sales or transfers of the account have occurred.”

34. The enclosed Bill of Sale and Assignment states that on June 23, 2017, Citibank, N.A. sold the subject debt to Cavalry SPV I, LLC. **See Exhibit A attached hereto.**

35. The statement that the original creditor sold Plaintiff's debt to CACH, LLC is seemingly false as the Bill of Sale and Assignment states the debt was sold to Defendant Cavalry.

36. The contradictory statements and documents were misleading to Plaintiff who could not ascertain who was currently trying to collect a debt from her.

37. It was unclear to the Plaintiff if CACH was a separate entity from Cavalry, and as to the true and current owner of her debt.

38. A collection letter is materially misleading if one or more of the statements contained within cannot be true.

39. As it cannot be true that the debt is currently owned by both Defendant Cavalry and CACH, LLC, the letter is materially misleading.

40. Defendant's Collection Letter gives consumers false and misleading information.

41. Further the more the Letter fails on its face completely in its attempt to validate the debt, rather leaves the Plaintiff more confused than when she requested the information.

42. As a result of Defendant's deceptive, misleading and unfair debt collection practices, Plaintiff has been damaged.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692e
et seq.

43. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

44. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

45. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

a. Defendant violated §1692e (10) by making a false and misleading representations regarding the current owner of the alleged debt.

46. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.
§1692g et seq.

47. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

48. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

49. Pursuant to 15 USC §1692g, a debt collector:

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

1. The amount of the debt;
2. The name of the creditor to whom the debt is owed;

3. A statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt-collector;
4. A statement that the consumer notifies the debt collector in writing within thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
5. A statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

50. Defendant violated 15 U.S.C. §1692g by failing to properly respond to the Plaintiffs validation request and did not clearly and adequately inform the consumer as to true owner of the debt.

51. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692g et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Esther Gluck, individually and on behalf of all others similarly situated demands judgment from Defendant William C. Grossman Law, PLLC and Defendant Cavalry SPV I, LLC as follows:

1. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and Daniel Kohn, Esq. as Class Counsel;
2. Awarding Plaintiff and the Class statutory damages;
3. Awarding Plaintiff and the Class actual damages;
4. Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
5. Awarding pre-judgment interest and post-judgment interest; and
6. Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Dated: Hackensack, New Jersey
April 12, 2018

 /s/ Daniel Kohn

By: Daniel Kohn
RC Law Group, PLLC
285 Passaic Street
Hackensack, NJ 07601
Phone: (201) 282-6500
Email: dkohn@rclawgroup.com
Attorneys For Plaintiff

EXHIBIT A



William C. Grossman Law, PLLC

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Of Counsel

MICHAEL J. CHAMPLIN (VA)
ROGER P. GIARDINO (NY, DC, SC)
WILLIAM J. ALLEN (CT, NC)

Esther Gluck

[REDACTED]

Re: CURRENT CREDITOR: Cavalry SPV I, LLC,
ORIGINAL CREDITOR: Citibank, N.A./AAdvantage
ORIGINAL ACCT NO.: [REDACTED] 3119
BALANCE: \$17,123.46
OUR ACCOUNT NO.: [REDACTED] 814

Dear Esther Gluck:

Pursuant to your request, and in compliance with 23 N.Y.C.R.R. §1.4(c)(1), enclosed please find the following documents which substantiate the debt herein:

- ✓ Most recent monthly statement recording a purchase transaction
- ✓ Most recent monthly statement recording a payment
- ✓ Charge off Statement issued by the Original Creditor

In addition, enclosed please find the Affidavit of Sale and Bill of Sale. As you can see from the documents attached, the Original Creditor sold this account to CACH, LLC on or about June 20, 2017. This represents the complete chain of title and no further sales or transfers of the account have occurred.

Should you wish to resolve this matter, please call the number listed above to speak with a non-attorney representative. Our representatives are authorized to settle accounts for a reduced amount and/or establish a payment plan.

Thank you,

Danielle Martin
Office Manager
William C. Grossman Law, PLLC

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

ALL CALLS TO AND FROM WILLIAM C. GROSSMAN LAW, PLLC MAY BE MONITORED AND/OR RECORDED FOR COMPLIANCE PURPOSES.

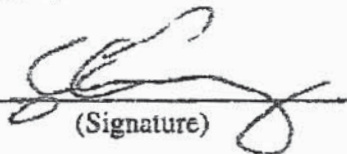
Contract ID: [REDACTED] AB062017
Document ID: [REDACTED] MU1ABB1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated June 23, 2017, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Cavalry SPV I, LLC organized under the laws of the Delaware, with its headquarters/principal place of business at 500 Summit Lake Drive, Suite 400, Valhalla, NY 10595 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated June 20, 2017, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

Citibank, N.A.

By: 
(Signature)

Name: Susan M. Connor, SVP
 CRID: 1010710247
 Citibank, N.A.
 11900 NW Ambassador Drive, Ste. 400
 Denver, CO 80183
 susan.m.connor@citibank.com
 616-508-6188

Title: _____



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against Grossman Law, Cavalry Claims Collection Letter Confusingly Names Two Different Creditors](#)
