

BARSHAY SANDERS, PLLC

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Attorneys for Plaintiff

Our File No.: 115415

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

Michael Feinberg, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

Professional Claims Bureau, Inc. and ARStrat, LLC,

Defendants.

Docket No:

COMPLAINT

JURY TRIAL DEMANDED

Michael Feinberg, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Professional Claims Bureau, Inc. and ARStrat, LLC, 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, Defendants conducted business within the State of New York.

PARTIES

5. Plaintiff Michael Feinberg is an individual who is a citizen of the State of New York in Nassau County, New York.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant Professional Claims Bureau, Inc. (“PCB”), is a New York with a principal place of business in Nassau County, New York.

8. On information and belief, Defendant ARStrat, LLC (“ARS”), is a Texas Limited Liability Company with a principal place of business in Harris County, Texas.

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

10. Defendants are “debt collectors” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendants allege Plaintiff owes certain medical debts (“the Debt”).

12. The Debt was primarily for medical services and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

13. Sometime after the incurrence of the Debt, Plaintiff fell behind on payments owed.

14. Thereafter, at an exact time known only to Defendants, the Debt was assigned or otherwise transferred to ARS for collection.

15. In its efforts to collect the Debt, ARS contacted Plaintiff by letter dated February 5, 2018. (“The February Letter”) (“**Exhibit 1.**”)

16. The February Letter was the initial communication Plaintiff received from ARS.

17. In its continued efforts to collect the Debt, ARS contacted Plaintiff by letter dated March 22, 2018. (“The March Letter”) (“**Exhibit 2.**”)

18. Thereafter, at an exact time known only to Defendants, the Debt was assigned or otherwise transferred to PCB for collection.

19. In its efforts to collect the Debt, PCB contacted Plaintiff by letter dated May 2, 2018. (“The May Letter”) (“**Exhibit 3.**”)

20. The May Letter was the initial communication Plaintiff received from PCB.
21. The letters are “communications” as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT

**Violations of 15 U.S.C. §§ 1692g, 1692g(b), 1692e, 1692e(2)(A), and 1692e(10)
AS TO ARS – THE FEBRUARY LETTER**

22. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
23. 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.
 24. The written notice must contain the amount of the debt.
 25. The written notice must contain the name of the creditor to whom the debt is owed.
 26. The written notice must contain 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.
 27. The written notice must contain a statement that if the consumer notifies the debt collector in writing within the 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.
 28. The written notice must contain 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.
 29. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.
 30. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.

31. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed by other collection activities during the 30-day validation period following the communication.

32. A collection activity or communication overshadows or contradicts the validation notice if it would make the “least sophisticated consumer” uncertain or confused as to her rights.

33. 15 U.S.C. § 1692g(b) provides, “Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.”

34. 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.

35. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of the debt.

36. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

37. The February Letter states, “This account has previously been placed with Ingram & Associates.”

38. The aforementioned statement is false.

39. The aforementioned statement is a false representation of the character of the debt.

40. The aforementioned statement is a false representation of the legal status of the debt.

41. The February Letter was the first notice Plaintiff received. There was no prior notices.

42. The February Letter would likely confuse the least sophisticated consumer.

43. The February Letter would likely make the least sophisticated consumer confused as to her rights.

44. The February Letter would likely make the least sophisticated consumer uncertain as to her rights.

45. The February Letter would likely cause the least sophisticated consumer believe that she was previously dunned for the Debt.

46. The February Letter would likely cause the least sophisticated consumer to be

uncertain as to whether she was previously dunned for the Debt.

47. The February Letter would likely cause the least sophisticated consumer to be confused as to whether she was previously dunned for the Debt.

48. ARS's conduct, as to the February Letter, violates 15 U.S.C. §§ 1692g, 1692g(b), 1692e, 1692e(2)(A), and 1692e(10).

SECOND COUNT

Violations of 15 U.S.C. §§ 1692e, 1692e(2)(A), and 1692e(10) AS TO ARS – THE MARCH LETTER

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

50. 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.

51. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of the debt.

52. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

53. The March Letter states, “This account has previously been placed with Ingram & Associates.”

54. The aforementioned statement is false.

55. The aforementioned statement is a false representation of the character of the debt.

56. The aforementioned statement is a false representation of the legal status of the debt.

57. The March Letter also states, “We sent you a first notice which included your rights under the Fair Debt Collection Practice Act. You still have time to exercise your rights.”

58. The “first notice” referenced in the March Letter was the February Letter.

59. The February Letter set forth Plaintiff's validation rights, which specified that Plaintiff had thirty (30) days from receipt of the February Letter to exercise said rights.

60. As such, the time period in which for Plaintiff to exercise his validation rights, pursuant to the February Letter and as codified in 15 U.S.C. § 1692g *et seq.*, expired on or around March 8, 2018.

61. By the time Defendant sent the March Letter, the time period in which Plaintiff could exercise his validation rights had already expired.

62. As such, the statement in the March Letter that “You still have time to exercise your rights,” is false.

63. The aforementioned statement is a false representation of the character of the debt.

64. The aforementioned statement is a false representation of the legal status of the debt.

65. The March Letter would likely confuse the least sophisticated consumer.

66. The March Letter would likely confuse the least sophisticated consumer as to when his or her validation rights run.

67. The March Letter would likely make the least sophisticated consumer unsure as to when his or her validation rights run.

68. ARS’s conduct, as to the March Letter, violates 15 U.S.C. §§ 1692e, 1692e(2)(A), and 1692e(10).

THIRD COUNT
Violations of 15 U.S.C. §§ 1692g and 1692e
AGAINST ARS and PCB

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

70. 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.

71. One such requirement is that the debt collector provide “the name of the creditor to whom the debt is owed.” 15 U.S.C. § 1692g(a)(2).

72. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to convey such clearly.

73. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to state such explicitly.

74. Merely naming the creditor without specifically identifying the entity as the

current creditor to whom the debt is owed is not sufficient to comply with 15 U.S.C. § 1692g(a)(2).

75. Even if a debt collector conveys the required information, the debt collector nonetheless violates the FDCPA if it conveys that information in a confusing or contradictory fashion so as to cloud the required message with uncertainty.

76. When determining whether the name of the creditor to whom the debt is owed has been conveyed clearly, an objective standard, measured by how the “least sophisticated consumer” would interpret the notice, is applied.

77. The February Letter states that ARS is collecting the debt on behalf of “North Shore University Hosp.-Manhasset.”

78. The March Letter states that ARS is collecting the debt on behalf of “North Shore University Hosp.-Manhasset.”

79. The February Letter demands payment be made to “ArStrat, LLC.”

80. The March Letter demands payment be made to “ArStrat, LLC.”

81. The May Letter states that PCB is collecting the debt on behalf of “Northwell Health – North Shore University Hospital.”

82. The May Letter demands payment be made to “Professional Claims Bureau, Inc.”

83. The May Letter states “your credit card statement will reflect a charge from “Professional Claims Bureau, Inc.”

84. The least sophisticated consumer would likely be confused as to whether the creditor to whom the debt is owed is “Northwell Health,” or “North Shore University Hosp.-Manhasset,” or ArStrat, LLC,” or “Professional Claims Bureau, Inc.”

85. The least sophisticated consumer would likely be uncertain as to whether the creditor to whom the debt is owed is “Northwell Health,” or “North Shore University Hosp.-Manhasset,” or ArStrat, LLC,” or “Professional Claims Bureau, Inc.”

86. The least sophisticated consumer would likely be confused as to the name of the creditor to whom the debt is owed.

87. The least sophisticated consumer would likely be uncertain as to the name of the creditor to whom the debt is owed.

88. PCB violated § 1692g as it failed to clearly and explicitly convey the name of the creditor to whom the debt is owed.

89. 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.

90. While § 1692e specifically prohibits certain practices, the list is non-exhaustive, and does not preclude a claim of falsity or deception based on any non-enumerated practice.

91. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

92. A collection letter is deceptive under 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.

93. A collection letter is also deceptive under 15 U.S.C. § 1692e if it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.

94. For purposes of 15 U.S.C. § 1692e, the failure to clearly and accurately identify the creditor to whom the debt is owed is unfair and deceptive to the least sophisticated consumer.

95. If ARS’s letters are correct, then PCB’s letter is false.

96. If PCB’s letter is correct, then ARS’s letters are false.

97. There is no reason that Defendants would bombard Plaintiff with all the different letters, with a false allegation of prior assignment, other than to confuse and overwhelm Plaintiff.

98. There is no reason that Defendants would bombard Plaintiff with all the different letters, with different times for the expiration of Plaintiff’s rights, other than to confuse and overwhelm Plaintiff.

99. The least sophisticated consumer would likely be deceived by the letters.

100. The least sophisticated consumer would likely be deceived in a material way by the letters.

101. ARS and PCB violated § 1692e by using a false, deceptive and misleading representation in their attempt to collect a debt.

CLASS ALLEGATIONS

102. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendants attempted to collect a consumer debt using similar tactics as described herein, from one year before the date of this Complaint to the present.

103. This action seeks a finding that Defendants' conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

104. Defendants regularly engage in debt collection.

105. The Class consists of more than 35 persons from whom Defendants attempted to collect delinquent consumer debts using similar tactics as described herein.

106. Plaintiff's 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.

107. 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. Defendants have acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

108. Plaintiff 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 Defendants' conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff has retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

109. Plaintiff hereby demands a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and

Plaintiff's attorneys as Class Counsel; and

- c. Find that Defendants' actions violate the FDCPA; and
- d. Grant damages against Defendants pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: February 4, 2019

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 Plaintiff
Our File No.: 115415

ARSTRATWeb: <https://easypaymentnow.com/arstrat/>
Toll Free: (866) 763-2906

Client Name	Account Number	Balance Due	Date of Service
North Shore University Hosp-Manhasset	██████████3117██████████	1785.87\$	10/12/17

Dear MICHAEL FEINBERG,

North Shore University Hosp-Manhasset has placed this account with our office for collection.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt to be valid. If you notify this office in writing within the thirty (30) day period that the debt or any portion thereof is disputed, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such verification or judgment. If you request this office in writing within the thirty (30) day period, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information we obtain will be used for that purpose.

To pay by phone, please call 866-763-2906 and follow the automated prompts. To pay via the internet, please log onto <https://easypaymentnow.com/arstrat/> and follow the website's payment instructions.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This notice has been sent by a debt collector.

The above creditor has referred the above account to us for collection. This account had previously been placed with Ingram & Associates. The creditor has now engaged ARSTRAT to collect this account.

If you have any questions or would like to discuss this matter, please contact us at 1-866-763-2906. Thank you for your attention to this matter.

Sincerely,
Janetta Colbert
1-866-763-2906
Recovery Analyst

Debt Collectors, in accordance with the FDCPA, are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

Detach Lower Portion and Return with Payment

IONREGC011400

Arstrat
9800 Centre Parkway Suite 1100
Houston, TX 77036

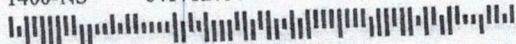
Account #: ██████████3117██████████
Reference #: ██████████4367██████████
Balance Due: \$1785.87

CHANGE SERVICE REQUESTED

February 5, 2018

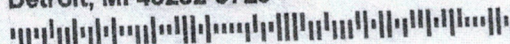
SEND PAYMENTS TO:

1400-NS 641712750



MICHAEL FEINBERG
80 Plymouth Rd
Plainview NY 11803-2721

ArStrat, LLC
P.O. Box 33720
Detroit, MI 48232-3720



██████████4367██████████

ARSTRATWeb: <https://easypaymentnow.com/arstrat/>

Toll Free: (866) 763-2906

Client Name	Account Number	Balance Due	Date of Service
North Shore University Hosp-Manhasset	██████████3117██████████	\$1785.87	10/12/17

Dear MICHAEL FEINBERG,

We sent you a first notice which included your rights under the Fair Debt Collection Practices Act. You still have time to exercise your rights. This is an attempt to collect a debt and any information obtained will be used for that purpose. This notice has been sent by a debt collector. Your payment, or any questions you may have, should be directed to this office to ensure proper credit to your account.

To pay by phone, please call 866-763-2906 and follow the automated prompts. To pay via the Internet, please log onto <https://easypaymentnow.com/arstrat/> and follow the website's payment instructions.

The above creditor has referred the above account to us for collection. This account had previously been placed with Ingram & Associates. The creditor has now engaged ARSTRAT to collect this account.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt to be valid. If you notify this office in writing within the thirty (30) day period that the debt or any portion thereof is disputed, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such verification or judgment. If you request this office in writing within the thirty (30) day period, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information we obtain will be used for that purpose.

Sincerely,
Janetta Colbert
1-866-763-2906
Recovery Analyst

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

Detach Lower Portion and Return with Payment

IONREGC011401

Arstrat
9800 Centre Parkway Suite 1100
Houston, TX 77036

Account #: ██████████3117██████████
Reference #: ██████████4367██████████
Balance Due: \$1785.87

CHANGE SERVICE REQUESTED

March 22, 2018

SEND PAYMENTS TO:

1401-NS 684095584



MICHAEL FEINBERG

80 Plymouth Rd

Plainview NY 11803-2721

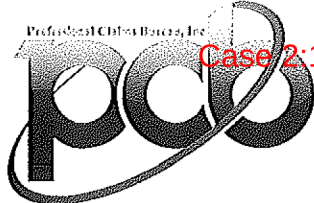
ArStrat, LLC

P.O. Box 33720

Detroit, MI 48232-3720



4367



Balance Due

\$1,785.87

PCB #

7616

Client Acct #

1170

Provider: NORTHWELL HEALTH - NORTH

SHORE UNIV. HOSP.

Patient Name: AVA JORDAN FEINBERG

Service Date: 10/12/17

**PROFESSIONAL CLAIMS BUREAU, INC.**

NYC Dept of Consumer Affairs License #0811196

"Se Habla Espanol"



E-Mail:

info@pcbinc.org



Phone: 516-681-1122 or 914-668-1222

Fax: 516-681-1265

Office Hours: Mon - Fri 8:30am - 5pm



Pay Online 24/7/365

www.paypcb.com

IMPORTANT ACCOUNT INFORMATION

The above referenced account has been referred to our offices for collection by the creditor listed above.

Our professional account representatives are available to help you resolve this situation in a way that is acceptable to both you and our client.

There is a good chance that this balance represents a balance after insurance or a balance that your insurance carrier has denied for some reason.

For your convenience you may access our website (24 hrs/7 days) to pay your bill by check or credit card.

www.paypcb.com

Additionally, feel free to mail your check, money order or credit card information along with the payment stub below.

Whatever you do, please do not choose to ignore this outstanding debt.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

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.



Professional Claims Bureau, Inc.
"Debt Collectors Since 1964"

To ensure proper credit to your account, detach this section and return with your payment. Please keep above portion for your records.

625974A (PC2)



PO BOX 9060
HICKSVILLE, NY 11802-9060

**RETURN SERVICE REQUESTED**

☐ Please check box if address below is incorrect or insurance information has changed, and indicate change(s) on reverse side.

Please note your credit card statement will reflect a charge from Professional Claims Bureau, Inc.

008596
0101

MICHAEL FEINBERG
80 PLYMOUTH RD
PLAINVIEW, NY 11803-2721



Account #:

1170

Statement Date:

05/02/2018

Patient Name:

AVA JORDAN FEINBERG

Balance Due:

\$1,785.87

We accept:

**Amount Paid**

card number

expiration date

signature

cvv code

print name

☐ Health/Flex Spending Account

0013507616
PROFESSIONAL CLAIMS BUREAU, INC.
PO BOX 9060
HICKSVILLE, NY 11802-9060



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 FEINBERG

(b) County of Residence of First Listed Plaintiff NASSAU
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

BARSHAY SANDERS, PLLC
100 Garden City Plaza, Ste 500, Garden City, NY 11530
(516) 203-7600

DEFENDANTS

PROFESSIONAL CLAIMS BUREAU, INC.

County of Residence of First Listed Defendant NASSAU
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PIF | DEF |
|---|-------------------------|-------------------------|---|-------------------------|-------------------------|
| Citizen of This State | <input type="radio"/> 1 | <input type="radio"/> 1 | Incorporated or Principal Place of Business In This State | <input type="radio"/> 4 | <input type="radio"/> 4 |
| Citizen of Another State | <input type="radio"/> 2 | <input type="radio"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="radio"/> 5 | <input type="radio"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="radio"/> 3 | <input type="radio"/> 3 | Foreign Nation | <input type="radio"/> 6 | <input type="radio"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="radio"/> 110 Insurance <input type="radio"/> 120 Marine <input type="radio"/> 130 Miller Act <input type="radio"/> 140 Negotiable Instrument <input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="radio"/> 151 Medicare Act <input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="radio"/> 160 Stockholders' Suits <input type="radio"/> 190 Other Contract <input type="radio"/> 195 Contract Product Liability <input type="radio"/> 196 Franchise	PERSONAL INJURY <input type="radio"/> 310 Airplane <input type="radio"/> 315 Airplane Product Liability <input type="radio"/> 320 Assault, Libel & Slander <input type="radio"/> 330 Federal Employers' Liability <input type="radio"/> 340 Marine <input type="radio"/> 345 Marine Product Liability <input type="radio"/> 350 Motor Vehicle <input type="radio"/> 355 Motor Vehicle Product Liability <input type="radio"/> 360 Other Personal Injury <input type="radio"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="radio"/> 365 Personal Injury - Product Liability <input type="radio"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="radio"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="radio"/> 370 Other Fraud <input type="radio"/> 371 Truth in Lending <input type="radio"/> 380 Other Personal Property Damage <input type="radio"/> 385 Property Damage Product Liability	<input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="radio"/> 690 Other LABOR <input type="radio"/> 710 Fair Labor Standards Act <input type="radio"/> 720 Labor/Management Relations <input type="radio"/> 740 Railway Labor Act <input type="radio"/> 751 Family and Medical Leave Act <input type="radio"/> 790 Other Labor Litigation <input type="radio"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="radio"/> 462 Naturalization Application <input type="radio"/> 465 Other Immigration Actions	<input type="radio"/> 422 Appeal 28 USC 158 <input type="radio"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="radio"/> 820 Copyrights <input type="radio"/> 830 Patent <input type="radio"/> 840 Trademark SOCIAL SECURITY <input type="radio"/> 861 HIA (1395ff) <input type="radio"/> 862 Black Lung (923) <input type="radio"/> 863 DIWC/DIWW (405(g)) <input type="radio"/> 864 SSID Title XVI <input type="radio"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="radio"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="radio"/> 871 IRS—Third Party 26 USC 7609	<input type="radio"/> 375 False Claims Act <input type="radio"/> 400 State Reapportionment <input type="radio"/> 410 Antitrust <input type="radio"/> 430 Banks and Banking <input type="radio"/> 450 Commerce <input type="radio"/> 460 Deportation <input type="radio"/> 470 Racketeer Influenced and Corrupt Organizations <input type="radio"/> 480 Consumer Credit <input type="radio"/> 490 Cable/Sat TV <input type="radio"/> 850 Securities/Commodities/Exchange <input type="radio"/> 890 Other Statutory Actions <input type="radio"/> 891 Agricultural Acts <input type="radio"/> 893 Environmental Matters <input type="radio"/> 895 Freedom of Information Act <input type="radio"/> 896 Arbitration <input type="radio"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="radio"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="radio"/> 210 Land Condemnation <input type="radio"/> 220 Foreclosure <input type="radio"/> 230 Rent Lease & Ejectment <input type="radio"/> 240 Torts to Land <input type="radio"/> 245 Tort Product Liability <input type="radio"/> 290 All Other Real Property	CIVIL RIGHTS <input type="radio"/> 440 Other Civil Rights <input type="radio"/> 441 Voting <input type="radio"/> 442 Employment <input type="radio"/> 443 Housing/Accommodations <input type="radio"/> 445 Amer. w/Disabilities - Employment <input type="radio"/> 446 Amer. w/Disabilities - Other <input type="radio"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="radio"/> 463 Alien Detainee <input type="radio"/> 510 Motions to Vacate Sentence <input type="radio"/> 530 General <input type="radio"/> 535 Death Penalty Other: <input type="radio"/> 540 Mandamus & Other <input type="radio"/> 550 Civil Rights <input type="radio"/> 555 Prison Condition <input type="radio"/> 560 Civil Detainee Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 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 ☐ No

VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

February 5, 2019

/s Craig 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.

Case is Eligible for Arbitration ☒

I, _____, counsel for _____, 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? ☐ Yes ☒ 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 ☐ No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? ☒ Yes ☐ No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: NASSAU

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

Eastern District of New York

Civil Action No.

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

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☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Professional Claims Bureau, ARStrat Face Class Action Over Allegedly Deceptive Collection Letters](#)
