

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALEKSANDR FUZAYLOV on behalf of himself and
all other similarly situated consumers

Plaintiff,

Case No.

-against-

PROFESSIONAL BUREAU OF COLLECTIONS
OF MARYLAND, INC

Defendant.

CLASS ACTION COMPLAINT

1. Aleksandr Fuzaylov (hereinafter referred to as "*Plaintiff*"), by and through the undersigned counsel, complains, states and alleges against Professional Bureau of Collections of Maryland, Inc (hereinafter referred to as "*Defendant*"), as follows:

INTRODUCTION

2. 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

3. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).
4. 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.
5. At all relevant times, Defendant conducted business within the State of New York.

PARTIES

6. Plaintiff Aleksandr Fuzaylov is an individual who is a citizen of the State of New York residing in Queens County, New York.

7. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).
8. On information and belief, Defendant’s principal place of business is located in Greenwood Village, CO.
9. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers
10. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendant alleges that the Plaintiff owes a debt (“the debt”).
12. The debt was primarily for personal, family or household purposes and are therefore “debt” as defined by 15 U.S.C. § 1692a(5).
13. Sometime after the incurrence of the debts, Plaintiff fell behind on payments owed.
14. Thereafter, at an exact time known only to Defendant, the debts were assigned or otherwise transferred to Defendant for collection.
15. In its efforts to collect the debt, Defendant contacted Plaintiff Aleksandr Fuzaylov by letter dated January 30th, 2017. (“**Exhibit 1.**”)
16. The letters were the initial communication to Plaintiff received from Defendant.
17. The letters are “communications” as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT Violation of 15 U.S.C. § 1692g

18. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
19. 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.

20. 15 U.S.C. § 1692g(a)(3) requires the notice to include 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.
21. There is no requirement that the consumer dispute the debt in writing.
22. It is a violation of FDCPA to require disputes be made in writing.
23. It is a violation of the FDCPA to include language in the letter that overshadows the required 15 U.S.C. § 1692g(a)(3) statement.
24. It is a violation of the FDCPA to include language in the letter that contradicts the required 15 U.S.C. § 1692g(a)(3) statement.
25. It is a violation of the FDCPA to include language in the letter that, when examined from the perspective of the least sophisticated consumer, overshadows the required § 1692g(a)(3) statement.
26. It is a violation of the FDCPA to include language in the letter that, when examined from the perspective of the least sophisticated consumer, contradicts the required §1692g(a)(3) statement.
27. It is a violation of the FDCPA to include language in the letter that, when examined from the perspective of the least sophisticated consumer, leads the least sophisticated consumer to believe that her dispute must be in writing.
28. Defendant's letter to Plaintiff states that "[S]hould you need to provide correspondence, other than payment, you may do so by sending to: Professional Bureau of Collections of Maryland, Inc. 5295 DTC Pkwy, Greenwood Village CO 80111."
29. Disputes need not be in writing. *Hooks v. Forman, Holt, Eliades & Ravin, LLC*, 717 F.3d 282 (2d Cir. 2013)

30. Disputes may be made orally.
31. The language concerning written correspondences other than payment overshadows the required 15 U.S.C. §1692g(a)(3) statement.
32. The language concerning written correspondences contradicts the required 15 U.S.C. §1692g(a)(3) statement.
33. The language concerning written correspondences other than payment, when examined from the perspective of the least sophisticated consumer, overshadows the required § 1692g(a)(3) statement.
34. The language concerning written correspondences other than payment, when examined from the perspective of the least sophisticated consumer, contradicts the required § 1692g(a)(3) statement.
35. The language concerning written correspondences other than payment, when examined from the perspective of the least sophisticated consumer, leads the least sophisticated consumer to believe that her dispute must be in writing.
36. Defendant has violated § 1692g as the above-referenced language overshadows the information required to be provided by that Section. *See Vetrano v. CBE Grp., Inc.*, 2016 WL 4083384 (E.D.N.Y. Aug. 1, 2016).

SECOND COUNT
Violation of 15 U.S.C. § 1692e

37. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
38. 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.
39. 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.

40. Collection notices are deceptive if they can be reasonably read to have two or more different meanings, one of which is inaccurate.
41. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”
42. The collection letters could be reasonably interpreted by the least sophisticated consumer as incorrectly representing that a dispute must be communicated in writing. *See Vetrano v. CBE Grp., Inc.*, 2016 WL 4083384 (E.D.N.Y. Aug. 1, 2016).
43. Because the collection letters were reasonably susceptible to an inaccurate reading, as described above, they are deceptive within the meaning of the FDCPA.
44. The least sophisticated consumer would likely be deceived by the letter.
45. The least sophisticated consumer would likely be deceived in a material way by the letter.
46. The misrepresentation is material because it could impede the least sophisticated consumer’s ability to respond to the letter or dispute the debt.
47. Defendant has violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

THIRD COUNT
Violation of 15 U.S.C. § 1692e

48. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
49. 15 U.S.C. § 1692e provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (2) The false representation of –

the character, amount, or legal status of any debt; or

(10) the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

50. § 1692e requires debt collectors, when informing debtors of their account balance, to disclose whether the balance may increase due to interest and fees. Avila v. Riexinger Associates, LLC, 817 F.3d 72, 76 (2d Cir. 2016).
51. Defendant's collection letter fails to include the safe harbor language set out in Avila v. Riexinger Associates, LLC, 817 F.3d 72, 76 (2d Cir. 2016).
52. An unsophisticated consumer would be left uncertain by the said letter as to whether the said account was accruing interest or not.
53. Pursuant to section 5001 of New York Civil Practice Law and Rules, a creditor shall recover prejudgment interest "upon a sum awarded because of a breach of performance of a contract." N.Y. C.P.L.R. § 5001(a); see also Rhodes v. Davis, 628 Fed. Appx. 787, 794 (2d Cir. 2015) (Under New York Law, "[i]nterest is generally mandatory "upon a sum awarded because of a breach of performance of a contract" (citing Id. § 5001(a))).
54. Section 5004 sets the rate of prejudgment interest at nine percent. N.Y. C.P.L.R. § 5004. When calculating the interest due, it "shall be computed from the earliest ascertainable date the cause of action existed." Id. § 5001(b).
55. "In New York, a breach of contract cause of action accrues at the time of the breach." Ely-Cruikshank Co. v. Bank of Montreal, 81 N.Y.2d 399, 402, 615 N.E.2d 985, 599 N.Y.S.2d 501 (1993) (citations omitted).
56. Prejudgment interest on defaulted debt obligations "shall be computed from the earliest ascertainable date the cause of action existed," which is when the debtor fails to make the monthly payment. N.Y. C.P.L.R. § 5001(b).

57. "New York law provides that "[i]nterest shall be recovered upon a sum awarded because of a breach of performance of a contract," N.Y. C.P.L.R. § 5001(a), and that interest is to be computed "from the earliest date the cause of action existed," N.Y. C.P.L.R. § 5001(b), at the rate of nine percent per annum, N.Y. C.P.L.R. § 5004. Accordingly, Plaintiffs are entitled to prejudgment interest on the installments that were not timely paid." Kasperek v. City Wire Works, Inc., No. 03 CV 3986 (RML), 2009 U.S. Dist. LEXIS 19803, at *8 (E.D.N.Y. Mar. 12, 2009).
58. Defendant's collection letter indicated "Assigned Balance" of \$11,109.38 and "Account Balance" of \$13,864.65.
59. The "Account Balance" in the case at hand was for an amount that included original principal, fees, and contractual interest.
60. The said January 30th, 2017 letter failed to correctly state the full the amount of the debt allegedly owed.
61. Though the January 30th, 2017 letter listed an "Account Balance" the letter did not state on which date the "Account Balance" was calculated, and did not explain that contractual or statutory interest and/or legal fees would continue to accrue on the unpaid principal; thus, the Plaintiff's total balance might be greater on the date he makes a payment.
62. A reasonable consumer could read the notice and be misled into believing that he or she could pay her debt in full by paying the amount listed on the notice.
63. However, since contractual or statutory interest is automatically accruing daily, and since there are undisclosed legal fees that will accrue, a consumer who pays the "Account Balance" stated on the notice will be unaware as to whether or not the debt has been paid in full.

64. The debt collector could still seek the automatically accrued contractual or statutory interest that accumulated after the notice was sent but before the balance was paid, or sell the consumer's debt to a third party, which itself could seek the interest and fees from the consumer.
65. The FDCPA requires debt collectors, when notifying consumers of their account balance, to disclose that the balance may increase due to interest and fees; failure to include such disclosures would harm consumers such as the Plaintiff who may hold the reasonable but mistaken belief, that timely payment will satisfy their debts and it would abrogate the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e.
66. Pursuant to New York state law, statutory interest starts to accrue on the debt from the date of the breach of contract at the rate of 9% per annum.
67. The amount of "Account Balance" automatically increases each day that the defaulted debt remains unpaid due to the automatically contractual or statutory accrued interest.
68. Collection notices that state only the "Account Balance" but fail to disclose that the balance might increase due to interest and fees, are "misleading" within the meaning of Section 1692e.
69. To the extent that the Creditor or the Defendant intended to waive the automatically accrued and accruing interest, it was required to disclose that in the most conspicuous of terms.
70. Professional Bureau of Collections of Maryland, Inc was required to include a disclosure that the automatically accrued interest was accruing, or in the alternative, Professional Bureau of Collections of Maryland, Inc was required to disclose that the creditor has made an intentional decision to waive the automatically accruing interest; yet the Defendant failed

to make any such disclosures, violating Section 1692e of the FDCPA.

71. Failure to disclose such a waiver of the automatically accruing interest is in of itself deceptive and “misleading” within the meaning of Section 1692e of the FDCPA.
72. Professional Bureau of Collections of Maryland, Inc knew that the balance would increase due to interest, fees and/or disbursements.
73. The Second Circuit adopted a safe harbor disclaimer stating “that requiring such disclosure best achieves the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e. It also protects consumers such as the Plaintiff, who may hold the reasonable but mistaken belief that timely payment will satisfy their debts.” Avila v. Rixinger & Assocs., LLC, 817 F.3d 72, 76 (2d Cir. 2016)
74. Requiring such disclosure best achieves the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e. It also protects consumers such as the Plaintiff, who may hold the reasonable, but mistaken belief that timely payment will satisfy their debts and it protects them from other debt collectors seeking further interest on this debt in the future.
75. The 8th Circuit in Haney v. Portfolio Recovery Assocs., No. 15-1932, 2016 U.S. App. LEXIS 17287 (8th Cir. Sep. 21, 2016) clearly explains that merely not including interest in post charge off statements is not express waiver of interest, and the debt collector or creditor can seek the interest in the future.
76. The intent to waive a contractual right must be unmistakably manifested and may not be inferred from doubtful or equivocal acts. Navillus Tile, Inc. v. Turner Const. Co., 2 A.D.3d 209, 770 N.Y.S.2d 3 (1st Dep’t 2003). A waiver of a contract right does not occur by negligence, oversight or thoughtlessness and cannot be inferred from mere silence. Acumen

Re Management Corp. v. General Sec. Nat. Ins. Co., 2012 WL 3890128, at *6 (S.D. N.Y. 2012), reconsideration denied, motion to certify appeal granted, 2012 WL 6053936 (S.D. N.Y. 2012).

77. A waiver of interest, even when made explicitly, has not prevented debt collection agencies from continuing to illegally charge the waived interest. At the bare minimum a debt collection agency must clearly convey, even to the unsophisticated consumer that it intends to waive the automatically accruing interest, or that the debt has stopped accruing interest.
78. A debtor who pays the “Account Balance” stated in the collection letter will be left unsure as to whether or not the debt has been paid in full, as the Defendant could still attempt to collect on any interest and fees that accumulated after the letter was sent but before the balance was paid.
79. Section 1692e of the FDCPA prohibits a debt collector from using any false, or any deceptive or misleading representation or means in connection with the collection of a debt, including the false representation of the character, amount or legal status of any debt, see, 15 U.S.C. § 1692e(2)(A) and § 1692e(10).
80. Defendant has violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

81. The said letter is a standardized form letter.
82. On information and belief, the Defendant’s collection letter, numbers in the hundreds.
83. Defendant's letter is in violation of 15 U.S.C. §§ 1692g(a)(3) and 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA for misrepresenting Plaintiff’s right to dispute the debt and for the use of any false representation or deceptive means to collect or attempt to collect any

- debt and for misrepresenting the amount of the debt owed by the Plaintiff.
84. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
 85. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
 86. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
 87. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
 88. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
 89. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to the Defendant's collection efforts.
 90. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights, the act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently. The Defendant's false representations misled the Plaintiff in a manner that deprived him of his right to enjoy these benefits, these materially misleading statements trigger liability under section 1692e of the Act.
 91. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
 92. Plaintiff seeks to end these violations of the FDCPA. Plaintiff has suffered damages including but not limited to, fear, stress, mental anguish, emotional stress and acute

embarrassment. Plaintiff and putative class members are entitled to preliminary and permanent injunctive relief, including, declaratory relief, and damages.

CLASS ALLEGATIONS

93. This action is brought as a class action. Plaintiff brings this action on behalf of himself and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.
94. The identities of all class members are readily ascertainable from the records of Professional Bureau of Collections of Maryland, Inc records and those business and governmental entities on whose behalf it attempts to collect debts.
95. Excluded from the Plaintiff's Class is the Defendant and all officers, members, partners, managers, directors, and employees of Professional Bureau of Collections of Maryland, Inc, and all of their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
96. There are questions of law and fact common to the Plaintiff's Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether the Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
97. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.
98. The Plaintiff will fairly and adequately protect the interests of the Plaintiff's Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor his attorneys have any interests, which might cause them not to vigorously pursue this action.

99. 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 Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff's Class defined above is 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's Class and those questions predominate over any questions or issues involving only individual class members. The principal issues are whether the Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
- c. **Typicality:** The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff's Class defined in this complaint have claims arising out of the Defendant's common uniform course of conduct complained of herein.
- d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor his 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. Certification of a class under Rule 23(b)(1)(A) of the Federal Rules of Civil Procedure is appropriate because adjudications with respect to individual members create a risk of inconsistent or varying adjudications which could establish incompatible standards of conduct for Defendant who, on information and belief, collects debts throughout the United States of America.
100. Certification of a class under Rule 23(b)(2) of the Federal Rules of Civil Procedure is also appropriate in that a determination that the above stated claims, violate provisions of the Fair Debt Collection Practices Act, and is tantamount to declaratory relief and any monetary relief under the FDCPA would be merely incidental to that determination.
101. 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's Class 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.
102. Further, Defendant has acted, or failed to act, on grounds generally applicable to the Rule (b)(1)(A) and (b)(2) Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

103. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

PRAYER FOR RELIEF

104. The Defendant's actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.

105. Because the Defendant violated the Fair Debt Collection Practices Act, the Plaintiff and the members of the class are entitled to damages in accordance with the Fair Debt Collection Practices Act.

WHEREFORE, Plaintiff, respectfully requests preliminary and permanent injunctive relief, and that this Court enter judgment in Plaintiff's favor and against the Defendant and award damages as follows:

- (a) Statutory damages provided under the FDCPA, 15 U.S.C. § 1692(k);
- (b) Attorney fees, litigation expenses and costs incurred in bringing this action; and
- (c) Any other relief that this Court deems appropriate and just under the circumstances.

Dated: Brooklyn, New York
February 21st 2017

/s/ Igor Litvak
Igor Litvak, Esq.
Attorneys for the Plaintiff
The Litvak Law Firm, PLLC
1701 Avenue P
Brooklyn, New York 11229
Office: (718) 989-2908
Facsimile: (718) 989-2908
E-mail: Igor@LitvakLawNY.com

Plaintiff requests trial by jury on all issues so triable.

/s/ Igor Livak

P.O. Box 320006
Birmingham, AL 35222-1306

1/30/2017

70G
*****AUTO**MIXED AADC 350
ALEX FUZAYLOV T14 P1
6514 108TH ST APT 3C
FOREST HILLS, NY 11375-1835



Creditor: U.S. Department of Education
Creditor Account #: [REDACTED] 3249
Assigned Balance: \$11,109.38
Account Balance: \$13,864.65
Date of Notice: 1/30/2017

This notice regarding your account(s) with the U.S. Department of Education is from Professional Bureau of Collections of Maryland, Inc. The Department has placed your account(s) with us for collection.

Debt ID Number	Balance	Debt Type
[REDACTED] 7034	\$371.86	Direct Loan
[REDACTED] 7036	\$3,566.51	Direct Loan
[REDACTED] 0927	\$5,363.06	Direct Loan
[REDACTED] 0928	\$732.27	Direct Loan
[REDACTED] 0931	\$3,830.95	Direct Loan

Notice is hereby given that the above referenced account(s) have/has been placed with us for collection. If you are represented by an attorney in regards to this/these debt(s), print his or her name, address and phone number on the stub of this letter and return it to our office.

We trust that your intention is to settle this/these long overdue debt(s), if you wish to make arrangements to pay this/these debt(s) you may contact our office at (844) 225-5501.

Our office hours are: Monday - Thursday 7:00 am - 6:00 pm, Friday 7:00 am - 5:00 pm Mountain Standard Time.

Should you need to provide correspondence, other than payment, you may do so by sending to:
Professional Bureau of Collections of Maryland, Inc. 5295 DTC Pkwy, Greenwood Village, CO 80111

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

Sincerely,

Mr. Erik Brechbill
Collection Manager

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this/these debt(s) or any portion thereof, this office will: Obtain verification of the debt or obtain a copy of a judgment and mail you such copy of 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.

Please see reverse side for additional important information

New York City Department of Consumer Affairs License Number: 2019112-DCA

Original Creditor: U.S. Department of Education

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

- The use or 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."

SEPARATE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT.

Have you filed Bankruptcy Yes No
 Case # _____ Discharge Date ___/___/___
 Please Note: If your current address differs from that shown
 above please indicate any changes below:

To receive email communications, provide your address below:

_____ @ _____

Creditor:	U.S. Department of Education
Creditor Account #:	██████████3249
Assigned Balance:	\$11,109.38
Account Balance:	\$13,864.65
Date of Notice:	1/30/2017
Agency Phone Number:	(844)225-5501

ALEX FUZAYLOV
 6514 108TH ST APT 3C
 FOREST HILLS, NY 11375-1835

US DEPARTMENT OF EDUCATION
 NATIONAL PAYMENT CENTER
 P.O. BOX 105028
 ATLANTA, GA 30348-5028

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALEKSANDR FUZAYLOV on behalf of himself and
all other similarly situated consumers

Plaintiff,

Case No.

-against-

PROFESSIONAL BUREAU OF COLLECTIONS
OF MARYLAND, INC

Defendant.

SUMMONS IN A CIVIL ACTION

TO: PROFESSIONAL BUREAU OF COLLECTIONS OF MARYLAND, INC
5295 DTC PKWY
GREENWOOD VILLAGE, CO 80111

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court
and serve upon PLAINTIFF'S ATTORNEY:

IGOR B. LITVAK, ESQ.
THE LITVAK LAW FIRM, PLLC
1701 AVENUE P
BROOKLYN, NEW YORK 11229

an answer to the complaint which is herewith served upon you, with **21** days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will
be taken against you for the relief demanded in the complaint.

CLERK

DATE

BY DEPUTY CLERK

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

ALEKSANDR FUZAYLOV

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

(c) Attorneys (Firm Name, Address, and Telephone Number) IGOR B. LITVAK, ESQ. THE LITVAK LAW FIRM, PLLC 1701 AVENUE P PHONE / FAX: (718) 989-2908 BROOKLYN, NEW YORK 11229 E-MAIL: IGOR@LITVAKLAWNY.COM

DEFENDANTS

PROFESSIONAL BUREAU OF COLLECTIONS OF MARYLAND, INC

County of Residence of First Listed Defendant (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 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 U.S.C. SECTION 1692 -- FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) Brief description of cause: UNLAWFUL AND DECEITFUL DEBT COLLECTION BUSINESS PRACTICES

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/22/2017 SIGNATURE OF ATTORNEY OF RECORD /S/ IGOR B. LITVAK, ESQ.

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, N/A, 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:

N/A

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? 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

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/ IGOR B. LITVAK, ESQ.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Professional Bureau of Collections of Maryland Hit with FDCPA Lawsuit](#)
