

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GALINA GENDELBERG on behalf of herself and  
all other similarly situated consumers

Plaintiff,

-against-

TSG COLLECTIONS, LLC

Defendant.

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## **CLASS ACTION COMPLAINT**

### **Introduction**

1. Plaintiff, Galina Gendelberg, brings this action against TSG Collections, LLC for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”). The FDCPA prohibits debt collectors from engaging in abusive, deceptive and unfair collection practices while attempting to collect on debts.

### **Parties**

2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that Defendant sought to collect from Plaintiff a consumer debt.
4. Upon information and belief, Defendant's principal place of business is located in Engelwood, New Jersey.
5. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

6. Defendant is a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

### **Jurisdiction and Venue**

7. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, in this district.

### **Allegations Particular to Galina Gendelberg**

9. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
10. On or about February 23, 2017, Defendant sent the Plaintiff a collection letter.
11. The said letter was an effort to collect on a consumer debt.
12. The said February 23, 2017 letter was Defendant’s initial communication with the Plaintiff.
13. Section 1692g of the FDCPA requires that, within 5 days of a debt collector’s first communication to a consumer, it must provide consumers with several pieces of information – the amount of the debt, the 30-day validation notice and “(2) the name of the creditor to whom the debt is owed”, see, 15 U.S.C. § 1692g(a).
14. It is not enough to provide the information required by § 1692g of the FDCPA; rather, that information must be effectively conveyed.<sup>1</sup>

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<sup>1</sup> Datz v. Int'l Recovery Assocs., No. 15-CV-3549 (ADS)(AKT), 2016 U.S. Dist. LEXIS 102695, at \*14-33 (E.D.N.Y. Aug. 4, 2016) (The Court is not convinced that the least sophisticated consumer would be able to deduce from the caption, "Re: John T. Mather Hospital," that John T. Mather Hospital is the current creditor to whom the Plaintiff's debt is owed for purposes of Section 1692g(a)(2), particularly given the fact that the Letter does not specify the Defendant's relationship to John T. Mather Hospital.); McGinty v. Prof'l Claims Bureau, Inc., 2016 U.S. Dist. LEXIS 143627 ([Defendant's] Collection Letters are similarly deficient because: (i) the letters' captions, which read "Re: NSLIJ PHYSICIANS - DEPT OF ORTHOPEDIC SURGERY" and "Re: ST CATHERINE OF SIENNA," fail to identify the Medical Providers as Plaintiffs' current creditors; and (ii) the letters, which state that "[t]he above referenced account has been referred to our offices for collection," fail to make clear on whose behalf PCB was acting when it sent the Collection Letters.); Clomon v. Jackson, 988 F.2d 1314, 1993 U.S. App. LEXIS 4965 (2d Cir.

15. The Defendant's February 23, 2017 letter was supposed to identify the name "Brooklyn Eye Surgery Center, L.L.C." either as the "original creditor," "current creditor," or "the creditor to whom the debt is owed."
16. 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).
17. An unsophisticated consumer is left in the dark as to whether or not "Brooklyn Eye Surgery Center, L.L.C." is in fact the creditor to whom the alleged debt is owed.<sup>2</sup>
18. An unsophisticated consumer is left confused as to who the creditor is in this case.<sup>3</sup>
19. Defendant failed to effectively state "the name of the creditor to whom the debt is owed."
20. Therefore, Defendant's form collection letter violates §§ 1692g and 1692g(2) of the FDCPA.

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Conn. 1993); Miller v. Wolpoff & Abramson, L.L.P., 321 F.3d 292, 2003 U.S. App. LEXIS 3409, 55 Fed. R. Serv. 3d (Callaghan) 746 (2d Cir. N.Y. 2003); Savino v. Computer Credit, 164 F.3d 81, 1998 U.S. App. LEXIS 31652, 42 Fed. R. Serv. 3d (Callaghan) 1154 (2d Cir. N.Y. 1998); McStay v. I.C. Sys., 308 F.3d 188, 2002 U.S. App. LEXIS 21542 (2d Cir. N.Y. 2002) see also, 15 U.S.C. § 1692g(b), Jacobson v. Healthcare Fin. Servs., Inc., 516 F.3d 85, 90 (2d Cir. 2008) citing Russell v. Equifax A.R.S., 74 F.3d 30, 35 (2d Cir. 1996).

<sup>2</sup> Janetos v. Fulton, Friedman & Gullace, LLP, 2015 U.S. Dist. LEXIS 48774 (N.D. Ill., Apr. 13, 2015) (Thus, standing alone the fact that the form letter included the words "Asset Acceptance, LLC" [creditor] did not establish compliance with § 1692g(a)(2). The Act required [Defendant's] letter to identify Asset Acceptance as the "creditor to whom the debt is owed." 15 U.S.C. § 1692g(a)(2). The letter had to make that identification clearly enough that the recipient would likely understand it.); Beltrez v. Credit Collection Servs., 2015 U.S. Dist. LEXIS 160161 (E.D.N.Y. Nov. 25, 2015) ("As Plaintiff has stated a plausible claim that the Defendant's failure to explicitly and accurately name the creditor to whom the debt is owed would likely confuse the least sophisticated consumer as to the name of the actual creditor to whom the debt is owed, Defendant's motion must be denied."); Schneider v. TSYS Total Debt Mgmt., Inc., No. 06-C-345, 2006 WL 1982499 (B.D. Wis. July 13, 2006) ("[T]hroughout its briefs, [the debt collector] implies that the full and complete name of the creditor includes the name 'Target.' Yet, without the full and complete name of the creditor, be it Target National Bank, Target Customs Brokers, Inc., or a corporation that simply identifies itself by the acronym 'T.A.R.G.E.T.', it would be impossible for this court to decide whether [the debt collector] sufficiently identified the creditor to whom [the consumer's] debt is owed. Moreover, given that the full and complete name of the creditor is unknown, at least to the court, and given the fact-based nature of the confusion question, it would not be appropriate, at this early stage of the litigation, for the court to determine whether the unsophisticated debtor would be confused by the collection letter."); Amina v. WMC Mortgage Corp., No. CIV. 10-00165 JMS, 2011 WL 1869835 (D. Haw. May 16, 2011) ("[A] genuine issue of material fact exists regarding whether [the debt collector] complied with § 1692g(a)(2)'s requirement that [the debt collector] identify the current creditor. [The debt collector] identified the creditor only as 'CHASE,' and it should go without saying that there are multiple Chase entities. Further, there is no evidence on the record establishing that Chase is indeed the current creditor.")

<sup>3</sup> Lee v. Forster & Garbus LLP, 12 cv 420, 2013 WL 776740 (E.D. N.Y. 2013) ("Defendants fare no better insisting that any misidentification in the Collection Letter was immaterial. As an initial matter, this argument only could apply to the alleged Section 1692e and Section 1692f violations. Section 1692g(a)(2) specifically requires debt collectors to identify the creditor to whom the debt is owed in the initial communication or within five days of the initial communication. There is nothing in the statute requiring the identity of the creditor to be "material" to the communication. In addition, even assuming, arguendo, that a deceptive statement must be material to violate Section 1692e and Section 1692f, failing to identify the creditor here 7 after "pay to the order of" on the payment check to ensure that the debt is satisfied. Accordingly, Defendants' materiality argument is without merit."); Pardo v. Allied Interstate, LLC, 2015 U.S. Dist. LEXIS 125526 (S.D. Ind. Sept. 21, 2015); Walls v. United Collection Bureau, Inc., 2012 U.S. Dist. LEXIS 68079, \*4-5, 2012 WL 1755751 (N.D. Ill. May 16, 2012); Deschaine v. Nat'l Enter. Sys., 2013 U.S. Dist. LEXIS 31349, \*3-5 (N.D. Ill. Mar. 7, 2013).

21. An unsophisticated consumer would likely be deceived by Defendant's conduct.
22. Said February 23, 2017 letter is also deceptive and misleading in violation of 15 U.S.C. §§ 1692e and 1692e(10).
23. Said February 23, 2017 letter is deceptive and misleading as it failed to correctly identify the name of the creditor to whom the debt is owed in violation of 15 U.S.C. §§ 1692e, 1692e(10), 1692g and 1692g(a)(2).
24. On or about April 12, 2017, Defendant sent the Plaintiff a further collection letter.
25. The letter stated: "YOU ARE HEREBY NOTIFIED THAT A RECOMMENDATION TO SEND THIS MATTER TO AN ATTORNEY MAY BE THE NEXT STEP. THIS MAY BECOME A SERIOUS LEGAL MATTER AND INCREASE THE COSTS OF COLLECTION. YOUR PROMPT ATTENTION TO THIS MATTER IS DEMANDED."
26. The FDCPA prohibits a debt collector from using "any false, deceptive, or misleading representation or means" to collect a debt. The FDCPA enumerates a number of categories including the following:
  - (5) The threat to take any action that cannot legally be take or that is not intended to be taken.
  - (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.
27. The Defendant's April 12, 2017 letter threatened to take action against the Plaintiff if she did not pay her alleged debt, but the Defendant had no actual intention to do so.
28. The Defendant's statements in the April 12, 2017 letter, constituted an empty threat of

legal action in order to scare the Plaintiff into paying the alleged debt.<sup>4</sup>

29. The said letter's statements could be understood by the least sophisticated consumer as a threat of legal action in the event of non-payment.
30. Furthermore, the least sophisticated consumer could reasonably interpret the said language as implying that the Defendant would in fact forward the said debt to an attorney in the event of non-payment.<sup>5</sup>
31. The Defendant violated 15 U.S.C. §§ 1692e(5) and 1692e(10) for threatening to take legal action against the Plaintiff without actually intending to do so, and for the use of false and deceptive practices.
32. The April 12, 2017 stated in part: "THIS MAY BECOME A SERIOUS LEGAL MATTER AND INCREASE THE COSTS OF COLLECTION."
33. The February 23, 2017 collection letter was therefore confusing as it failed to warn the consumer of such collection fees.
34. The February 23, 2017 collection letter was therefore confusing to the Plaintiff and is likely to be misconstrued by the "least sophisticated consumer" since it is open to more than one reasonable interpretation, at least one of which is inaccurate.
35. The Second Circuit stated in Avila v. Riexinger & Assocs., LLC, 817 F.3d 72, 74 (2d Cir. 2016)

"The question presented is whether a collection notice that states a consumer's "current balance," but does not disclose that the balance may

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<sup>4</sup> See Larsen v. JBC Legal Grp., P.C., 533 Supp. 2d 290, 302 (E.D.N.Y. 2008) (citing Bentley v. Great Lakes Collection Bureau, 6 F.3d 60, 62-63 (2d Cir. 1993)). (This provision is designed to prevent "empty threats of litigation as a means of scaring the debtor into payment."); Jenkins v. Union Corp., 999 F. Supp. 1120 (N.D. Ill. 1998); Brown v. Card Serv. Ctr., 464 F.3d 450, 455 (3d Cir. 2006) ("[I]t would be deceptive under the FDCPA for [defendant] to assert that it could take an action that it had no intention of taking and has never or very rarely taken before.")

<sup>5</sup> Fuller v. Midland Credit Management, Inc., No. 11 C 5111 (N.D. Ill. Mar. 6, 2014); Gifford v. Midland Credit Mgmt., 2011 U.S. Dist. LEXIS 88191, 2011 WL 3476803 (C.D. Cal. Aug. 8, 2011) (The Court finds that the language in the letter at issue herein is more suggestive of imminent litigation than the language considered in some of the other cases referred to by defendant.); Samples v. Midland Credit Management, Inc., No. 3:12-cv-00099 (M.D. Tenn. July 2, 2012) (Thus, interpreting the alleged facts in the light most favorable to [Defendant], the court finds that the [Defendant's] Collection Letter could be subject to more than one reasonable interpretation, including a threat of potential legal action, which could constitute a violation of § 1692e(5), if the defendants did not actually intend to take that threatened action.)

increase due to interest and fees, complies with this provision. We hold that Section 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees.”

36. The holding of the Second Circuit is that Section 1692e of the FDCPA requires every debt collector in every collection letter “to disclose that the balance may increase due to interest and fees”.

37. However, if the “Total Balance” will never increase and the holder of the debt will always accept payment of the amount set forth in full satisfaction of the debt then the Second Circuit alternatively stated:

“We hold that a debt collector will not be subject to liability under Section 1692e for failing to disclose that the consumer's balance may increase due to interest and fees if the collection notice *either* accurately informs the consumer that the amount of the debt stated in the letter will increase over time, *or* clearly states that the holder of the debt will accept payment of the amount set forth in full satisfaction of the debt.” *Id.* at 817.

38. The Second Circuit in *Avila* did not “hold that a debt collector must use any particular disclaimer” *Id.*

39. However, the Second Circuit did address all the possible scenarios: 1) If the “current balance” could increase over time, then the collection notice must disclose that the “balance might increase due to interest and fees”. *Id.* 2) If the “current balance” is currently increasing, then the collection notice must disclose that the amount of the debt stated, “in the letter will increase over time”. *Id.* 3) If the “current balance” will never increase and the debt collector is always willing to accept this “specified amount” in “full satisfaction” of the debt, then the debt collector must state so clearly. However, if a debt collector is willing to accept a “specified amount” in full satisfaction of the debt only if payment is made by a specific date, then the debt collector must simplify the consumer's

understanding by so stating, while advising that the amount due could increase by the accrual of additional interest or fees if payment is not received by that date.

40. In this case, the “Total Balance” would increase over time due to undisclosed fees and / or collection costs. Nevertheless, the February 23, 2017 collection notice did not disclose that the amount of the debt stated in the letter “could” or “will” increase over time.
41. Though the February 23, 2017 letter listed a “Total Balance” and demanded payment in full, the letter did not state on which date the “Total Balance” was calculated, and did not explain that other charges would continue to accrue on the unpaid principal; thus, the Plaintiff’s total balance might be greater on the date she makes a payment.
42. A reasonable consumer could read the notice and be misled into believing that he or she could always pay his or her debt in full by paying the amount listed on the notice.
43. Since there are undisclosed collection costs, disbursements and fees, a consumer who pays the “Total Balance” stated on the notice will not know whether the debt has been paid in full.
44. The debt collector could still seek the fees 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.
45. The statement of a “Total Balance” in the February 23, 2017 letter, without notice that the amount could increase over time, or already increasing due to other charges, would mislead the least sophisticated consumer into believing that payment of the amount stated will clear his or her account.
46. The FDCPA requires debt collectors, when notifying consumers of their account balance, to disclose that the balance may increase due to interest or 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.

47. Collection notices that state only the “Total Balance,” but do not disclose that the balance might increase due to collection costs or other fees, are “misleading” within the meaning of Section 1692e.
48. Although the said February 23, 2017 letter stated an amount due and demanded payment in full, the letter also failed to disclose to the Plaintiff that the debt could accrue additional charges over time.
49. Upon receiving the said February 23, 2017 letter, the Plaintiff was uncertain whether the amount due was static as there was no disclosure or admonition indicating otherwise.
50. A debtor who pays the “Total 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 collection costs and fees that accumulated after the letter was sent but before the balance was paid.
51. The February 23, 2017 letter would cause the unsophisticated consumer uncertainty and force him or her to guess how much money he or she allegedly owed to the Defendant, how much money would accrue daily on the consumer’s alleged debt, how much additional money he or she would owe if the consumer paid the amount demanded in the said letter, and if or when the Defendant’s collection efforts would actually discontinue if the consumer remitted “Total Balance” that the Defendant demanded.
52. The said letter fails to include any of the safe harbor language set out by the Second



Circuit.

53. The Plaintiff was left unsure whether the “Total Balance” would accrue any type of fees, collection costs and/or disbursements as there was no disclosure that indicated otherwise.
54. If the “Total Balance,” will never increase and the debt collector is always willing to accept this "specified amount" in "full satisfaction" of the debt, then the debt collector must clearly state that the holder of the debt will always accept payment of the amount set forth in “full satisfaction” of the debt.
55. Defendant was required to include a disclosure in the February 23, 2017 letter that the debt may increase over time, or in the alternative, the Defendant was required to disclose that the creditor will always accept this "specified amount" in "full satisfaction" of the debt nonetheless it did not make any of those “safe harbor” disclosures in violation of 1692e.
56. 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 undisclosed charges on this debt over time.
57. 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).
58. Upon information and belief, such actions are part of a scheme or business of the Defendant when attempting to collect alleged debts from consumers in the State of New

York.

59. Upon information and belief, the Defendant's collection letters, such as the said February 23, 2017 collection letter, number in at least the hundreds.
60. The Defendant, by failing to state that it would add other charges to the amount of the debt, made materially false statements, in violation of 15 U.S.C. § 1692e of the FDCPA.
61. Defendant's February 23, 2017 letter is in violation of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA 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.
62. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
63. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
64. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
65. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
66. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
67. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to Defendant's collection efforts.
68. 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 her of her right to enjoy these benefits, these materially misleading statements trigger liability under section 1692e of the Act.

69. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
70. 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**

71. This action is brought as a class action. Plaintiff brings this action on behalf of herself and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.
72. The identities of all class members are readily ascertainable from the records of TSG Collections, LLC and those business and governmental entities on whose behalf it attempts to collect debts.
73. Excluded from the Plaintiff's Class is the Defendant and all officers, members, partners, managers, directors, and employees of TSG Collections, LLC, and all of their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
74. 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.

75. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.
76. 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 her attorneys have any interests, which might cause them not to vigorously pursue this action.
77. 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 her 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.

78. 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.

79. 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.
80. 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.
81. 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).

#### **AS AND FOR A FIRST CAUSE OF ACTION**

#### **Violations of the Fair Debt Collection Practices Act brought by Plaintiff on behalf of herself and the members of a class, as against the Defendant.**

82. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered one (1) through eighty one (81) herein with the same force and effect as if the same were set forth at length herein.
83. This cause of action is brought on behalf of Plaintiff and the members of three classes.
84. The first class consists of all persons whom Defendant's records reflect resided in the State of New York; and (a) who were sent a collection letter in substantially the same form letter as the letter sent to the Plaintiff on or about February 23, 2017; and (b) the collection letter was sent to a consumer seeking payment of a personal debt; and (c) the

collection letter was not returned by the postal service as undelivered; and (d) the Plaintiff asserts that the letter contained violations of 15 U.S.C. §§ 1692e, 1692e(10), 1692g and 1692g(a)(2) for failing to correctly identify the name of the creditor to whom the debt is owed.

85. The second class consists of all persons whom Defendant's records reflect resided in the State of New York and who were sent a collection letter in substantially the same form letter as the letter sent to the Plaintiff on or about April 12, 2017; and (a) the collection letter was sent to a consumer seeking payment of a personal debt; and (b) the collection letter was not returned by the postal service as undelivered; and (c) the Plaintiff asserts that the letter contained violations of 15 U.S.C. §§ 1692e(5) and 1692e(10) for threatening to take legal action against the Plaintiff without actually intending to do so, and for the use of false and deceptive practices.
86. The third class involves all individuals whom Defendant's records reflect resided in the State of New York and who were sent a collection letter in substantially the same form letters as the letters sent to the Plaintiff on or about February 23, 2017; and (a) the collection letters were sent to a consumer seeking payment of a personal debt; and (b) the collection letters were not returned by the postal service as undelivered; and (c) the Plaintiff asserts that the letters contained violations of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA 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.

**Violations of the Fair Debt Collection Practices Act**

87. The Defendant's actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.
88. 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  
May 2, 2017

/s/ Maxim Maximov  
Maxim Maximov, Esq.  
Attorneys for the Plaintiff  
Maxim Maximov, LLP  
1701 Avenue P  
Brooklyn, New York 11229  
Office: (718) 395-3459  
Facsimile: (718) 408-9570  
E-mail: m@maximovlaw.com

Plaintiff requests trial by jury on all issues so triable.

/s/ Maxim Maximov  
Maxim Maximov, Esq.



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

GALINA GENDELBERG

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

(c) Attorneys (Firm Name, Address, and Telephone Number) MAXIM MAXIMOV, LLP OFFICE: (718) 395-3459 1701 AVENUE P FAX: (718) 408-9570 BROOKLYN, NEW YORK 11229 E-MAIL: M@MAXIMOV.LAW.COM

DEFENDANTS

TSG COLLECTIONS, LLC

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
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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 05/02/2017 SIGNATURE OF ATTORNEY OF RECORD /S/ MAXIM MAXIMOV, ESQ.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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 of 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/ MAXIM MAXIMOV, ESQ.



February 23, 2017

Galina Gendelberg  
2940 W 5th St., Apt. 18C  
Brooklyn, NY 11224

Re: Brooklyn Eye Surgery Center, L.L.C.  
Account # 20533  
Dates of Service: 10/27/2015 - 11/24/2015  
Patient: Galina Gendelberg  
Total Balance: \$750.00

**COLLECTION NOTICE**

Dear Galina Gendelberg:

This office represents Brooklyn Eye Surgery Center, L.L.C., who has forwarded a claim against you for the above amount. A copy of the account statement is annexed.

**THE ABOVE DEBT IS UNPAID AND HAS BEEN REFERRED TO COLLECTIONS.**

If you wish to resolve this matter before further action is taken, payment should be sent to this office in the enclosed envelope. You may send a check or money order, for the full amount set forth above, payable to TSG Collections, LLC.

Unless you notify this office within thirty (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 thirty (30) days from receiving this notice, that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such verification or judgment. If you request in writing, within thirty (30) days from receiving this notice, our 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, by a debt collector, and any information obtained will be used for that purpose.

Very truly yours,

  
Edward Weiss for  
TSG Collections, LLC

20 N Van Brunt Street | Suite 10 | Englewood, NJ 07631  
Telephone (212) 404-2734 | Facsimile (212) 918-9051  
[info@tsgcollections.net](mailto:info@tsgcollections.net)



March 30, 2017

Galina Gendelberg  
2940 W 5th St., Apt. 18C  
Brooklyn, NY 11224

Re: Brooklyn Eye Surgery Center, L.L.C.  
Account # 20533  
Date of Service: 10/27/2015 - 11/24/2015  
Patient: Galina Gendelberg  
Total Balance: \$750.00

**CREDIT ALERT**

Dear Galina Gendelberg:

This office has not received payment on the above.

**YOUR CREDIT IS IMPORTANT!**

If we do not receive payment, we may recommend that this debt be reported on your credit report. This debt could have a negative effect on your credit for as long as SEVEN (7) YEARS! Without a good credit score you might not be able to get a credit card, rent an apartment or buy a car or a house.

ACT NOW before your ability to obtain credit is hurt. Send payment in full in the enclosed envelope, payable to TSG Collections, LLC.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward Weiss".

Edward Weiss for  
TSG Collections, LLC

20 N Van Brunt Street | Suite 10 | Englewood, NJ 07631  
Telephone (212) 404-2734 | Facsimile (212) 918-9051  
[info@tsgcollections.net](mailto:info@tsgcollections.net)



April 12, 2017

Galina Gendelberg  
2940 W 5th St., Apt. 18C  
Brooklyn, NY 11224

Re: Brooklyn Eye Surgery Center, L.L.C.  
Account # 20533  
Date of Service: 10/27/2015 - 11/24/2015  
Patient: Galina Gendelberg  
Total Balance: \$750.00

**FINAL NOTICE**

Dear Galina Gendelberg:

This is our THIRD and FINAL notice.

YOU ARE HEREBY NOTIFIED THAT A RECOMMENDATION TO SEND THIS MATTER TO AN ATTORNEY MAY BE THE NEXT STEP. THIS MAY BECOME A SERIOUS LEGAL MATTER AND INCREASE THE COSTS OF COLLECTION. YOUR PROMPT ATTENTION TO THIS MATTER IS DEMANDED.

Send payment in full in the enclosed envelope, payable to TSG Collections, LLC.

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

Very truly yours,

A handwritten signature in cursive script that reads 'Edward Weiss'.

Edward Weiss for  
TSG Collections, LLC

20 N Van Brunt Street | Suite 10 | Englewood, NJ 07631  
Telephone (212) 404-2734 | Facsimile (212) 918-9051  
[info@tsgcollections.net](mailto:info@tsgcollections.net)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GALINA GENDELBERG on behalf of herself and  
all other similarly situated consumers

Plaintiff,

-against-

TSG COLLECTIONS, LLC

Defendant.

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**SUMMONS IN A CIVIL ACTION**

TO: TSG COLLECTIONS, LLC  
20 NORTH VAN BRUNT STREET, #10  
ENGLEWOOD, NEW JERSEY 07631

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

MAXIM MAXIMOV, ESQ.  
MAXIM MAXIMOV, LLP  
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.

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CLERK

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DATE

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BY DEPUTY CLERK

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims TSG Collection Letter 'Misleads' and 'Threatens' Consumers](#)

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