

BARSHAY SANDERS, PLLC

100 Garden City Plaza, Suite 500

Garden City, New York 11530

Tel: (516) 203-7600

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Email: *ConsumerRights@BarshaySanders.com*

Attorneys for Plaintiffs

Our File No.: 115594

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

Bernard Goldberger, Simohamed Benzriouil and
Barbara Cirruzzo, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

Atlantic Credit & Finance Inc.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Bernard Goldberger, Simohamed Benzriouil and Barbara Cirruzzo, individually and on behalf of all others similarly situated (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against Atlantic Credit & Finance Inc. (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

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

PARTIES

5. Plaintiff Bernard Goldberger is an individual who is a citizen of the State of New York residing in Kings County, New York.

6. Plaintiff Simohamed Benzriouil is an individual who is a citizen of the State of New York residing in Kings County, New York.

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

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

9. On information and belief, Defendant Atlantic Credit & Finance Inc., is a Virginia Corporation with a principal place of business in Roanoke County, Virginia.

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

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

ALLEGATIONS

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

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

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

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

16. In its efforts to collect the debt alleged owed by Plaintiff Goldberger, Defendant contacted Plaintiff Goldberger by an initial letter dated February 27, 2018 and a second letter dated March 9, 2018. (“**Exhibit 1.**”)

17. In its efforts to collect the debt alleged owed by Plaintiff Benzriouil, Defendant contacted Plaintiff Benzriouil by an initial letter dated March 20, 2018 and a second letter dated April 5, 2018. (“**Exhibit 2.**”)

18. In its efforts to collect the debt alleged owed by Plaintiff Cirruzzo, Defendant

contacted Plaintiff Cirruzzo by an initial letter dated February 27, 2018 and a second letter dated March 9, 2018. (“**Exhibit 3.**”)

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

20. The initial letters and the second letters are identical for all purposes herein.

21. The second letters were sent to each Plaintiff before the expiration of 30 days of the sending of the initial letters.

22. 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.

23. 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.

24. 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.

25. 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.

26. 15 U.S.C. § 1692g(b) provides that 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

27. The second letters, which were sent to each Plaintiff before the expiration of 30 days of the sending of the initial letters, all state “**PRE-LEGAL NOTIFICATION**” in bold font larger than any other writing on the page.

28. The second letter all state, “This letter is to inform you that Midland Funding, LLC is considering forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call [] to discuss your options. If we don’t hear from you or receive payment, Midland Funding, LLC may proceed with forwarding this account to an

attorney.”

29. 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.

30. Threatening to take legal action without explaining that such threat does not override the consumer’s right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

31. Defendant threatened Plaintiffs with legal action and demanded immediate contact during the validation period without explaining that the possibility of legal action does not override the Plaintiffs’ right to dispute the debt.

32. Defendant threatened Plaintiffs with legal action and demanded immediate contact during the validation period without explaining that the possibility of legal action does not override the Plaintiffs’ right to demand validation of the debt.

33. Defendant threatened Plaintiffs with legal action and demanded immediate contact during the validation period without explaining that the demand for immediate contact does not override the Plaintiffs’ right to dispute the debt.

34. Defendant threatened Plaintiffs with legal action and demanded immediate contact during the validation period without explaining that the demand for immediate contact does not override the Plaintiffs’ right to demand validation of the debt.

35. The second letters would likely make the least sophisticated consumer fear she would be sued.

36. The second letters would likely make the least sophisticated consumer forego her validation rights for fear of being sued.

37. The second letters would likely make the least sophisticated consumer feel threatened.

38. The second letters would likely make the least sophisticated consumer feel intimidated.

39. The second letters overshadows Plaintiffs’ validation rights set forth in the initial letters.

40. Defendant violated § 1692g(b) as the second letters overshadows Plaintiffs’ validation rights.

CLASS ALLEGATIONS

41. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt by sending the same form second letter before the expiration of 30 days of the sending of the initial letter, from one year before the date of this Complaint to the present.

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

43. Defendant regularly engages in debt collection.

44. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts by sending the same form second letter before the expiration of 30 days of the sending of the initial letters.

45. Plaintiffs' claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

46. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

47. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

48. Plaintiffs hereby demand a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: August 26, 2018

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders
Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiffs
Our File No.: 115594



Reply by calling our office at:
800-888-9419
by
3/14/2018

PRE-LEGAL NOTIFICATION

Hours Of Operation:

Mon-Wed: 12pm - 9pm EST.
Thu-Fri: 8:30am - 5:30pm EST.

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001

BERNARD GOLDBERGER
417 FLUSHING AVE
APT 7B
BROOKLYN, NY 11205-1657



Original Creditor: CAPITAL ONE, N.A.
GM

Current Owner: Midland Funding LLC
Current Servicer: Atlantic Credit & Finance, Inc.
Original Account Number: ██████████8769

ACF Account #: ██████████6763
Balance: \$4,922.36
Date of Default: 7/15/2017
Last Paid Date: 05/14/2017

3/9/2018

Dear BERNARD GOLDBERGER:

Atlantic Credit & Finance has tried to reach you regarding this account. This letter is to inform you that Midland Funding, LLC is considering forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call 800-888-9419 to discuss your options.

If we don't hear from you or receive payment, Midland Funding, LLC may proceed with forwarding this account to an attorney.

Atlantic Credit & Finance would like to make an arrangement with you to resolve the above-referenced account using the following:

- 1) Biweekly payments as low as \$25.00 until balance is paid in full; or
- 2) A one time repayment amount of \$3,691.77 to be due on 03/08/2018.

The opportunity to pay the listed above does not alter or amend your validation rights as described in our previous letter to you. Once you have completely fulfilled your payment arrangement, you will be released of the obligation. We are not obligated to renew this offer.

Thank you for your cooperation in resolving this matter.

Sincerely,

Miranda
Atlantic Credit & Finance, Inc.
800-888-9419 ext 64636

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

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

RECA

Important Disclosure Information:

Calls to and/or from this company may be monitored or recorded.

MAIL PAYMENTS TO: PO Box 2001 Warren, MI 48090-2001

MAIL CORRESPONDENCE BUT NO PAYMENTS TO: PO BOX 13386 Roanoke, VA 24033-3386

We are required under state law to notify consumers of the following additional rights. This list does not contain a complete list of the rights consumers have under applicable law:

For disputes call 800-888-9419 or write to: PO BOX 13386 Roanoke, VA 24033-3386

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

Local Office: Colorado Manager, Inc., Building B, 80 Garden Center, Suite 3, Broomfield, CO 80020 (303)920-4763

IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the ACF.

IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU: This collection Agency is licensed by the Minnesota Department of Commerce.

IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU: New York City Department of Consumer Affairs License No. 1308695, 2025302

IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:

North Carolina Permit No. 112256 (3353 Orange Ave., Roanoke, VA 24012).

North Carolina Permit No. 112467 (16 McLeland Road, St. Cloud, MN 56303)

IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243



CREDIT & FINANCE INCORPORATED
PO Box 13386 • Roanoke, VA 24033
866-223-1935 • Fax 540-772-7895

Reply by calling our office at:

866-223-1935

by

4/30/2018

PRE-LEGAL NOTIFICATION

Hours Of Operation:

Mon-Wed: 12pm - 9pm EST.

Thu-Fri: 8:30am - 5:30pm EST.

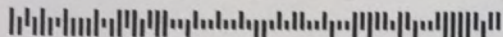
P4 T90 001



SIMOHAMED BENZRIQUIL

1600 Avenue T Apt 2B

Brooklyn NY 11229-3447



Original Creditor: CAPITAL ONE BANK (USA), N.A.

Current Owner: Midland Funding LLC

Current Servicer: Atlantic Credit & Finance, Inc.

Original Account Number: [REDACTED] 8110

ACF Account #: [REDACTED] 4364

Balance: \$2,885.08

Date of Default: 7/28/2017

Last Paid Date: 07/26/2017

4/5/2018

Dear SIMOHAMED BENZRIQUIL:

Atlantic Credit & Finance has tried to reach you regarding this account. This letter is to inform you that Midland Funding, LLC is **considering** forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call 866-223-1935 to discuss your options.

If we don't hear from you or receive payment, Midland Funding, LLC may proceed with forwarding this account to an attorney.

Atlantic Credit & Finance would like to make an arrangement with you to resolve the above-referenced account using the following:

- 1) Biweekly payments as low as \$25.00 until balance is paid in full; or
- 2) A one time repayment amount of \$2,163.81 to be due on 04/30/2018.

The opportunity to pay the listed above does not alter or amend your validation rights as described in our previous letter to you. Once you have completely fulfilled your payment arrangement, you will be released of the obligation. We are not obligated to renew this offer.

Thank you for your cooperation in resolving this matter.

Sincerely,

Alicia Shifflett

Atlantic Credit & Finance, Inc.

866-223-1935

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

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

RECA

Important Disclosure Information:

Calls to and/or from this company may be monitored or recorded.

MAIL PAYMENTS TO: PO Box 2001 Warren, MI 48090-2001

MAIL CORRESPONDENCE BUT NO PAYMENTS TO: PO BOX 13386 Roanoke, VA 24033-3386

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CREDIT & FINANCE INCORPORATED
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Reply by calling our office at:
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by
3/15/2018

PRE-LEGAL NOTIFICATION

Hours Of Operation:

Mon-Wed: 12pm - 9pm EST.
Thu-Fri: 8:30am - 5:30pm EST.

5171

001



BARBARA CIRRUZZO
125 BAY 11TH ST
BROOKLYN, NY 11228-3704

Original Creditor: SYNCHRONY BANK
CARE CREDIT
Current Owner: Midland Funding LLC
Current Servicer: Atlantic Credit & Finance, Inc.
Original Account Number [REDACTED] 3289

ACF Account #: [REDACTED] 2903
Balance: \$5,198.46
Date of Default: 6/27/2017
Last Paid Date: 06/08/2017

3/12/2018

Dear BARBARA CIRRUZZO:

Atlantic Credit & Finance has tried to reach you regarding this account. This letter is to inform you that Midland Funding, LLC is considering forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call 800-888-9419 to discuss your options.

If we don't hear from you or receive payment, Midland Funding, LLC may proceed with forwarding this account to an attorney.

Atlantic Credit & Finance would like to make an arrangement with you to resolve the above-referenced account using the following:

- 1) Biweekly payments as low as \$25.00 until balance is paid in full; or
- 2) A one time repayment amount of \$3,898.84 to be due on 03/09/2018.

The opportunity to pay the listed above does not alter or amend your validation rights as described in our previous letter to you. Once you have completely fulfilled your payment arrangement, you will be released of the obligation. We are not obligated to renew this offer.

Thank you for your cooperation in resolving this matter.

Sincerely,

Alicia Shifflett
Atlantic Credit & Finance, Inc.
800-888-9419

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UNITED STATES DISTRICT COURT

for the

EASTERN DISTRICT OF NEW YORK

Bernard Goldberger, Simohamed Benzriouil and
Barbara Cirruzzo, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Atlantic Credit & Finance Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Atlantic Credit & Finance Inc.
CORPORATION SERVICE COMPANY
100 SHOCKOE SLIP
2ND FLOOR
RICHMOND VA 2321

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

BERNARD GOLDBERGER

(b) County of Residence of First Listed Plaintiff KINGS
(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

ATLANTIC CREDIT & FINANCE INC.

County of Residence of First Listed Defendant ROANOKE CITY
(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)

- | | 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 checked="" 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

September 5, 2018

SIGNATURE OF ATTORNEY OF RECORD

/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: KINGS

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

ClassAction.org

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