

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GUISEPPE INFANTE, ON BEHALF OF
HIMSELF AND ALL OTHERS SIMILARLY
SITUATED,

Plaintiff,

-against-

NORTHSTAR LOCATION SERVICES, LLC
and NAVIENT SOLUTIONS, LLC,

Defendants.

Case No. 18 CV _____

DEFENDANT NAVIENT SOLUTIONS, LLC'S NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1446(a), defendant Navient Solutions, LLC, formerly known as Navient Solutions, Inc. (“Defendant”), by its attorneys, Vedder Price P.C., hereby files this Notice of Removal of the above-titled action (the “Action”) from the Supreme Court of the State of New York, County of Kings (the “State Court”), where the Action was filed, to the United States District Court for the Eastern District of New York. In support of this Notice, Defendant states as follows:

1. Defendant desires to exercise its statutory right under the provisions of Title 28 U.S.C. §§ 1441-1452 to remove this Action from the State Court, in which said case is now pending under the name and style “*Giuseppe Infante v. Northstar Location Services, LLC et al.*,” Index No. 505540/2018.

2. On or about March 20, 2018, plaintiff Giuseppe Infante (“Plaintiff”) commenced this Action in the State Court by filing a Summons and Complaint with Notice (the “Summons and Complaint”). The Summons and Complaint are collectively attached as Exhibit A.

3. On or about March 27, 2018, the Summons and Complaint were served upon Defendant. The Affidavit of Service is attached as Exhibit B.

4. The date on or before which Defendant is required by the laws of the State of New York to answer or otherwise respond to Plaintiff's Summons and Complaint has not lapsed. The thirty-day period in which Defendant may remove the Action to this Court began on the date of service of the Summons and Complaint and has not lapsed.

5. Therefore, this Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b).

6. Venue lies in the Eastern District of New York pursuant to 28 U.S.C. §§ 1441(a) and 1446(a).

7. This is a civil action that Defendant may remove to this Court pursuant to the provisions of 28 U.S.C. §§ 1331 and 1441(c) because this Action involves a claim arising under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (the "FDCPA").

8. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be served on Plaintiff's counsel, and a copy of the Notice of Removal will be filed with the Clerk for the State Court.

CONCLUSION

9. Based upon the foregoing, this Court has jurisdiction over the Action under the provisions of 28 U.S.C. § 1331, in that this Action involves a claim arising under the FDCPA. Accordingly, this Action is properly removed to this Court pursuant to the provisions of 28 U.S.C. §§ 1441 and 1446.

Dated: April 23, 2018

Respectfully submitted,

VEDDER PRICE P.C.

By: /s/ Ashley B. Huddleston

Ashley B. Huddleston
1633 Broadway, 31st Floor
New York, New York 10019
T: +1 212 407 7700
F: +1 212 407 7799
ahuddleston@vedderprice.com

Attorneys for Defendant
NAVIENT SOLUTIONS, LLC

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

Guiseppa Infante

DEFENDANTS

Northstar Location Services, LLC and Navient Solutions LLC

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

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)

Ashley Huddleston, Vedder Price P.C. 1633 Broadway, 31st Floor, New York, NY 10019 Tel. 212-407-7700

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)

Click here for: Nature of Suit Code Descriptions.

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 and checkboxes.

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. 1692, et seq.

Brief description of cause:

Plaintiff alleges that defendants violated the Federal Debt Collection Practices Act (15 U.S.C. 1692, et seq.)

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: X Yes O No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/23/2018

SIGNATURE OF ATTORNEY OF RECORD

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, Ashley B. Huddleston, counsel for Navient Solutions LLC, 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:

Navient Corporation, a publicly traded corporation, owns 10% or more of Navient Solutions, LLC stock.

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 County

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: 

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

-----X

**GUISEPPE INFANTE, ON BEHALF OF HIMSELF
AND ALL OTHERS SIMILARLY SITUATED,**

Plaintiff(s),

Index No.:

-against-

SUMMONS

**NORTHSTAR LOCATION SERVICES, LLC
AND NAVIENT SOLUTIONS, LLC,**

Plaintiff designates
KINGS County
as the place of trial

Defendant(s).

The basis of the venue is
Plaintiff's residence

-----X

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: March 19, 2018



**By: Simon Goldenberg
Law Office of Simon Goldenberg PLLC,
Attorney(s) For Plaintiff
818 East 16th Street, Brooklyn, NY, 11230
Tel. (347) 640-4357**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

-----X

**GUISEPPE INFANTE, ON BEHALF OF HIMSELF
AND ALL OTHERS SIMILARLY SITUATED,**

Plaintiff(s),

Index No.:

**COMPLAINT-CLASS
ACTION AND
DEMAND FOR JURY
TRIAL**

-against-

**NORTHSTAR LOCATION SERVICES, LLC
AND NAVIENT SOLUTIONS, LLC,**

Defendant(s).

-----X

Plaintiff, **GUISEPPE INFANTE, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED** (hereinafter referred to as "Plaintiff"), by and through his attorneys, Law Office of Simon Goldenberg, PLLC, complaining of the Defendant, hereby alleges as follows:

1. Plaintiff, GUISEPPE INFANTE, a New York resident, brings this proposed class action under Article 9 of the New York CPLR alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter the "FDCPA") and the New York General Business Law § 349 (hereinafter referred to as "NYGBL").

JURISDICTION AND VENUE

2. This Court has jurisdiction of this case pursuant to CPLR 301 and/or CPLR 302(1).

3. Venue is proper per CPLR 503 and 509.

PARTIES

4. Plaintiff, GUISEPPE INFANTE, is a natural person residing in KINGS County, New York.

5. Defendant NORTHSTAR LOCATION SERVICES, LLC (hereinafter referred to as "NORTHSTAR") is a collection agency regularly engaging in the business of collecting debts in this State with its principal place of business located at 4285 Genesee Street, Cheektowaga, NY 14225. The principal purpose of Defendant is the

collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due to another.

6. Defendant NORTHSTAR attempted to collect a debt allegedly owed by Plaintiff relating to a Student Loan allegedly owed to Defendant NAVIENT SOLUTIONS, LLC (hereinafter referred to as "Navient") and falls within the definition of "debt" for the purposes of 15 U.S.C. § 1692(a)(5).

7. Navient is a foreign limited liability company with its principal place of business located at 2001 Edmund Halley Drive, Reston, VA 20190. NORTHSTAR and Navient are hereinafter referred to as "Defendants" unless otherwise stated.

8. Northstar is a "debt collector" as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

9. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) of the FDCPA.

FACTS CONCERNING PLAINTIFF

10. In an attempt to collect the purported debt, NORTHSTAR sent Plaintiff a collection letter dated December 26, 2017. The same is attached as **Exhibit A**.

11. The letters were written on "NORTHSTAR" letterhead and lists the "Creditor" as Navient.

12. The letter lists the "Total Charge-Off Balance" as \$169,788.17, "Total Interest Since Charge-Off" as \$28,042.14, "Total Amount of Payments Since Charge-Off" as \$.00, and "Total Fees Accrued since Charge Off" as \$300.35. Upon information and belief, these numbers taken together would calculate the total current balance as \$198,130.66. However, the letter lists the "Balance" as \$197,962.03.

13. Upon information and belief, either the "Balance" is incorrect, or the "Total Charge-Off Balance," "Total Interest Since Charge-Off," "Total Amount of Payments Since Charge-Off" and "Total Fees Accrued since Charge Off" are incorrect, or all are incorrect.

14. Nonetheless, this inaccuracy, upon information and belief, was misleading to the Plaintiff, as it would be to the "least sophisticated consumer," and furthermore misstates the character and amount of the alleged debt, in violation of the FDCPA and NYGBL.

15. Additionally, the back of the letter provides the recipient with the same potentially incorrect balance, in further violation of the FDCPA and NYGBL.

16. Furthermore, upon information and belief, NORTHSTAR has applied fees to the account that aren't based in law or contract, in violation of the FDCPA and NYGBL.

17. NORTHSTAR knew or should have known that its actions violated the FDCPA and NYGBL. Additionally, NORTHSTAR could have taken the steps necessary

to bring its actions within compliance with the FDCPA and NYGBL, but neglected to do so, and failed to adequately review its actions to ensure compliance with said laws.

18. At all times pertinent hereto, NORTHSTAR was acting by and through its agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of NORTHSTAR herein.

19. Plaintiff is informed and believe, and on that basis alleged, that at all times relevant to the collection of the above-referenced obligations, there existed a principal-agent relationship between NORTHSTAR on the one-hand, and NAVIENT on the other hand.

20. Plaintiff is informed and believe, and on that basis allege, that at all times relevant to the collection of the above-referenced obligation, NORTHSTAR was also the agent for NAVIENT, acting within the course and scope of its employment at the time of the incidents complained of herein, and was at all times under the direct supervision, instruction, control, and approval of NAVIENT.

21. Plaintiff is informed and believe, and on that basis allege, that at all times relevant to the collection of the above-referenced obligation, NAVIENT directed and controlled the manner and means by which NORTHSTAR attempted to collect debts from Plaintiff and the class members.

22. As such, NAVIENT is vicariously liable for the actions of its agent in violation of NYGBL.

23. As a result of the Defendants' conduct, Plaintiff has sustained actual damages including, but not limited to: nervousness; fear; worry; fright; shock; humiliation and intimidation.

AS AND FOR A FIRST CAUSE OF ACTION

(Fair Debt Collection Practices Act)

24. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs.

25. The above contacts between NORTHSTAR and Plaintiff were "communications" relating to a "debt" as defined by 15 U.S.C. §§ 1692a(2) and 1692a(5) of the FDCPA.

26. NORTHSTAR violated provisions of the FDCPA, including, but not limited to, the following:

27. The FDCPA § 1692e prohibits any false, deceptive, or misleading means to collect a debt. § 1692e(2) prohibits the false representation of the character, amount or legal status of any debt. § 1692e(10) prohibits any false representation or deceptive means to collect a debt. By listing a potentially incorrect "Total Charge-Off Balance," "Total Interest Since Charge-Off," "Total Amount of Payments Since Charge-Off," "Total Fees Accrued since Charge Off" or "Balance," NORTHSTAR violated the FDPCA.

28. By listing the same potentially incorrect “Balance” on the back of the letter, NORTHSTAR violated the FDCPA.

29. By applying fees to the account that aren’t based in law or contract, NORTHSTAR violated the FDCPA.

AS AND FOR A SECOND CAUSE OF ACTION

(New York General Business Law Section 349)

30. Plaintiff repeats, realleges and incorporates by reference the foregoing paragraphs.

31. NYGBL § 349 declares unlawful deceptive acts or practices in the conduct of any business, trade or commerce, or in the furnishing of any service of this state.

32. At all times material to this complaint, Defendants’ deceptive acts and practices that gave rise to the claims herein occurred while Defendants conducted its business of collecting consumer debts. Deceptive acts and practices in the context of consumer-debt collection is a recognizable cause of action.

33. Across New York State, NYGBL § 349 has been found broad enough to include debt collection and other post-sale acts, and several courts have applied the statute to debt collection.

34. The conduct complained of in this complaint occurred during, and in furtherance of, Defendants’ for-profit business enterprise of pursuing consumers for alleged defaulted debt obligation.

35. Defendants’ acts and practices have been directed entirely at consumers. Defendants’ acts and practices have a broad impact on the New York consuming public and the courts of the State of New York.

36. Defendants’ collection acts are part of a recurring practice against large numbers of consumers in furtherance of its business model of increasing debt volume while decreasing the costs of each case, thus enhancing profitability.

37. Defendants’ offending collection practices have the capacity and tendency to deceive and mislead a significant percentage of consumers in a material way because they deprive consumers of state and federal rights and protections. These acts contribute to an increasing number of personal bankruptcies, and lead to marital instability and job loss, all of which are significant social concerns that applicable federal and state consumer protection laws were designed to prevent.

38. The acts and omissions complained of in this complaint under the preceding cause of action amount to “deceptive acts and practices” as defined under NYGBL § 349 and the case law interpreting it.

39. Some or all of the FDCPA violations alleged in this complaint amount to *per se* violations of NYGBL § 349.

40. Additionally, NAVIENT is vicariously liable for the actions of their agent NORTHSTAR.

41. As a result of these violations of NYGBL § 349, the plaintiff is entitled to an injunction barring Defendants from engaging in deceptive acts and practices, and to

recover actual damages set forth in this complaint, three times the actual damages up to \$1,000, costs and reasonable attorneys' fees pursuant to NYGBL § 349(h).

42. As a result of the violations, Plaintiff suffered actual damages as set forth below.

PLAINTIFF'S ACTUAL DAMAGES

43. As a result of the violations, Plaintiff suffered actual damages, which include but are not limited to shock, embarrassment, fear, worry, confusion, intimidation, nervousness, loss of privacy, loss of tranquility, and indignation.

CLASS ALLEGATIONS

44. Plaintiff brings this action on behalf of a class, pursuant to NY CPLR Article 9.

45. The class consists of all natural persons who, between December 26, 2016 and the present, received a letter from NORTHSTAR which: 1) contains a misstatement concerning the alleged balance; or 2) applies fees to the account that are not based in law or contract.

46. The class members are so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members.

47. There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members.

48. The predominate common question is whether NORTHSTAR, and Navient through NORTHSTAR violated the FDCPA and NYGBL through NORTHSTAR's letters.

49. Plaintiff will fairly and adequately represent the interests of the class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases and class actions.

50. A class action is the superior means of adjudicating this dispute.

51. Individual cases are not economically feasible.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a) Certify this action as a class action and appoint Plaintiff as a Class Representative of the Class, and his attorneys as Class Action;
- b) Find that Northstar's actions violate the FDCPA;
- c) Find that the Defendants' actions violate NYGBL;
- d) Grant an award of statutory damages for Plaintiff pursuant to 15 U.S.C. § 1692k(a)(2)(B);
- e) Grant actual damages resulting from emotional distress, stress, and confusion in an amount to be determined at trial;
- f) Grant Plaintiff's attorney's fees pursuant to 15 U.S.C. § 1692k;
- g) Grant Plaintiff's costs; together with

h) Such other and further relief as may be just and proper.

Dated: Brooklyn, New York
March 20, 2018

Law Office of Simon Goldenberg, PLLC
Attorneys for Plaintiff



BY: Simon Goldenberg, Esq.
818 East 16th St.
Brooklyn, NY 11230
P: (347) 640-4357
F: (347) 472-0347

To:
NORTHSTAR LOCATION SERVICES, LLC
4285 Genesee Street
Cheektowaga, NY 14225

NAVIENT SOLUTIONS, LLC
2001 Edmund Halley Drive
Reston, VA 20190

EXHIBIT

A

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-855-454-1082

Hours Mon-Thurs 8AM-10PM ET,
Fri 8AM-8PM ET, Sat 8AM-12PM ET

December 26, 2017

Creditor: Navient
Account #: 9609888419
Total Balance*: \$197,962.03
(*including accrued interest)
Total Interest Accrued
while at Northstar: \$131.72
Amount Remitted: \$ _____

201700001001081-ST1

* 1 AB *A-03-UU8-BM-01689-6



GIUSEPPE INFANTE
1479 E 32ND ST
BROOKLYN NY 11234-3403



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKTOWAGA NY 14225-1943

To ensure proper credit, return this portion with your payment

Creditor	Account #	Balance	Amount Remitted
Navient	9609888419	\$197,962.03	

The above individual(s) are named on the account(s) listed on the reverse side; please see reverse side for account details. The listed account(s) have been referred to our office by Navient, in regards to your Student Loan(s). Your account(s) are listed as delinquent with a total amount due \$197,962.03.

As of the date of this letter, your overdue balance with interest now equals the sum of \$197,962.03. Because of interest, late charges and other charges that may vary day to day, the amount due on the day you pay may be greater. As a result, if you pay the amount shown above, an adjustment may be necessary after we receive your payment. If that is the case, we will inform you before depositing the payment. For further information, you may call our office at 1-855-454-1082.

Total Charge-Off Balance: \$169,788.17

Total Amount of Payments Since Charge-Off: \$.00

Total Interest Since Charge-Off: \$28,042.14

Total Fees Accrued Since Charge-Off: \$300.35

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

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

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-855-454-1082
- MoneyGram ExpressPayment
- Credit or Debit Card
- Web Pay at <https://www.gotonls.com>
- Pay in person at our office
- Enclose your payment in the envelope

You may contact David Evtimovski toll free at 1-855-454-1082 to make your payment.



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

The summary below outlines account details:

Original Creditor	Reference #	Loan #	Balance	Interest Accrued while at Nortstar
SALLIE MAE BANK	201700001001082	9609888419-0103	\$41,027.08	\$19.16
SALLIE MAE BANK	201700001001083	9609888419-0104	\$41,544.88	\$19.64
SALLIE MAE BANK	201700001001084	9609888419-0106	\$51,491.15	\$35.01
SALLIE MAE BANK	201700001001085	9609888419-0107	\$63,898.92	\$57.91
Total Balance* (including accrued interest)			\$197,962.03	\$131.72

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: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) 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.

This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

-----X

**GUISEPPE INFANTE, ON BEHALF OF
HIMSELF AND ALL OTHERS SIMILARLY
SITUATED,**

Index No.:

Plaintiff(s),

-against-

**NORTHSTAR LOCATION SERVICES, LLC,
AND NAVIENT SOLUTIONS, LLC,**

Defendant(s).

-----X

SUMMONS AND COMPLAINT

Law Office of Simon Goldenberg PLLC

Attorney(s) for

**GUISEPPE INFANTE, ON BEHALF OF HIMSELF AND ALL OTHERS
SIMILARLY SITUATED**

Plaintiff(s)

818 East 16th Street
Brooklyn NY 11230
347-640-4357

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GUISEPPE INFANTE, ON BEHALF OF
HIMSELF AND ALL OTHERS SIMILARLY
SITUATED,

Plaintiff,

Case No. 18 CV _____

-against-

NORTHSTAR LOCATION SERVICES, LLC
and NAVIENT SOLUTIONS, LLC,

Defendants.

AFFIDAVIT OF SERVICE

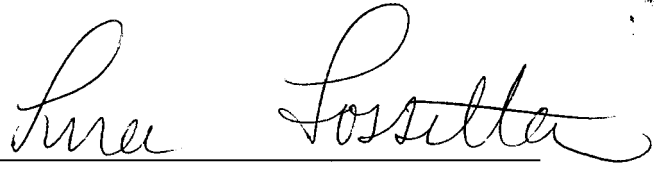
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Tina Fossetta, being duly sworn, deposes and says:

- 1) Deponent is not a party to this action, is over the age of eighteen years and is an employee of Vedder Price P.C., 1633 Broadway, 31st Floor, New York, New York 10019.
- 2) That on the 23 day of April, 2018, I caused a true and correct copy of the NOTICE OF FILING OF NOTICE OF REMOVAL, NOTICE OF REMOVAL, with exhibits and CIVIL COVER SHEET to be served via Federal Express, addressed to the following party:

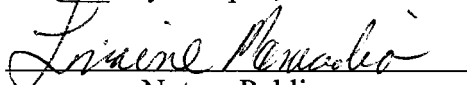
Simon Goldenberg, Esq.
Law Office of Simon Goldenberg PLLC
818 East 16th Street
Brooklyn, NY 11230

Dated: April 23, 2018



Tina Fossetta

Sworn to and subscribed before me
this 23 day of April, 2018



Notary Public

LORRAINE MANISCALCO
Notary Public, State of New York
No. 61MA4812593
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires September 30, 2020

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against Northstar, Navient Claims Collection Letter's Numbers Don't Add Up](#)
