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Email: *ConsumerRights@BarshaySanders.com*  
*Attorneys for Plaintiff*  
Our File No.: 115651

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

Leopold Koenig, individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

Stevens Business Services, Inc.,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

BARSHAY | SANDERS PLLC  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

Leopold Koenig, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Stevens Business Services, 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 Leopold Koenig is an individual who is a citizen of the State of New York residing in Kings County, New York.

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

7. On information and belief, Defendant Stevens Business Services, Inc., is a Massachusetts Corporation with a principal place of business in Suffolk County, Massachusetts.

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

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

**ALLEGATIONS**

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. The Debt was primarily for household utility purposes and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

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

13. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated January 4, 2018. (“**Exhibit 1.**”)

15. The Letter was the initial communication Plaintiff received from Defendant.

16. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

**FIRST COUNT**  
**Violation of 15 U.S.C. § 1692e**

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

18. The Debt was incurred on a Keyspan New York (“Keyspan”) account.

19. Pursuant to the terms and conditions of the account, Keyspan charged Plaintiff late fees on any payments due but not timely made by Plaintiff.

20. Pursuant to the terms and conditions of the account, Keyspan charged Plaintiff other fees on the account.

21. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by Keyspan.

22. The right to collect from Plaintiff other fees on the account was not waived by Keyspan.

23. The right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff was not waived by any assignee or successor-in-interest.

24. The right to collect from Plaintiff other fees on the account was not waived by any assignee or successor-in-interest.

25. Plaintiff was never informed by anyone that the terms and conditions of the account were changed.

26. Pursuant to the terms and conditions of the account, late fees continued to accrue on any payments due but not timely made by Plaintiff.

27. Pursuant to the terms and conditions of the account, other fees continued to accrue on the account.

28. Pursuant to the terms and conditions of the account, Keyspan and any assignee or successor-in-interest had the legal right to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff.

29. Pursuant to the terms and conditions of the account, Keyspan and any assignee or successor-in-interest had the legal right to collect from Plaintiff other fees on the account.

30. Pursuant to the terms and conditions of the account, the legal right of Keyspan and any assignee or successor-in-interest to collect from Plaintiff late fees on any payments due but not timely made by Plaintiff is not waived by Keyspan or any assignee or successor-in-interest as a result of a failure by either Keyspan or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned late fees.

31. Pursuant to the terms and conditions of the account, the legal right of Keyspan and any assignee or successor-in-interest to collect from Plaintiff other fees on the account is not waived by Keyspan or any assignee or successor-in-interest as a result of a failure by either Keyspan or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiff the aforementioned other fees.

32. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to and fees.

33. The Letter failed to disclose that the balance stated may increase due to late fees.
34. The Letter failed to disclose that the balance stated may increase due to other fees.
35. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692e.

**SECOND COUNT**  
**Violation of 15 U.S.C. § 1692g**

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

37. 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.

38. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

39. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

40. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

41. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

42. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether late fees and/or other fees are accruing.

43. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

44. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

45. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees that may cause the balance to increase at any time in the future.

46. The failure to include the foregoing information renders an otherwise accurate

statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

47. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

48. The Letter fails to provide information that would allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the Letter.

49. The Letter fails to provide information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

50. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

51. The Letter fails to provide information that would allow the least sophisticated consumer to determine the amount of late fees owed.

52. For instance, the Letter fails to indicate the amount of late fees.

53. For instance, the Letter fails to indicate the date such fees will be added.

54. For instance, the Letter fails to indicate the amount of late fees during any measurable period.

55. The Letter fails to contain an explanation, understandable by the least sophisticated consumer, of any fees that may cause the amount stated to increase.

56. The Letter fails to state whether late fees and/or other fees are accruing.

57. The Letter fails to state what part of the amount stated is attributable to principal.

58. The Letter fails to state what part of the amount stated is attributable to late fees.

59. The Letter fails to state what part of the amount stated is attributable to other fees.

60. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

61. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

62. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

63. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would

not know whether fees would continue to accrue, or whether the amount of the debt was static.

64. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

65. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

66. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

67. The Letter, because of the aforementioned failures, renders the statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

68. The Letter, because of the aforementioned failures, did not adequately set forth “the amount of the debt” as required by 15 U.S.C. § 1692g.

69. The Letter, because of the aforementioned failures, violates 15 U.S.C. § 1692g.

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

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

71. As previously set forth, Plaintiff was always charged late fees on any payments due but not timely made by Plaintiff.

72. As previously set forth, Plaintiff was always charged fees on the account.

73. As previously set forth, Plaintiff was never informed by anyone that the terms and conditions of the account were changed.

74. The Letter fails to disclose whether the amount stated may increase due to additional late fees.

75. The Letter fails to disclose whether the amount stated may increase due to additional fees.

76. The Letter fails to indicate whether the creditor will accept payment of the amount stated in full satisfaction of the debt if payment is made by a specified date.

77. A collection letter violates 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

78. The Letter, because of the aforementioned failures, and because fees were always charged on the account and Plaintiff was never informed by anyone that fees would no longer be

applied, can reasonably be read by the least sophisticated consumer to mean that fees were still accruing.

79. The Letter could also reasonably be read by the least sophisticated consumer to mean that fees were no longer accruing.

80. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated.

81. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the amount stated at any time after receipt of the Letter.

82. The Letter could also reasonably be read by the least sophisticated consumer to mean that the amount stated was accurate only on the date of the Letter because of the continued accumulation of fees.

83. Because the Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.

84. For these reasons, Defendant violated 15 U.S.C. § 1692e.

### **CLASS ALLEGATIONS**

85. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt using a collection letter containing the same deficiencies as the Letter herein, from one year before the date of this Complaint to the present.

86. 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.

87. Defendant regularly engages in debt collection.

88. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter containing the same deficiencies as the Letter herein.

89. Plaintiff's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class.

This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

90. 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.

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

### **JURY DEMAND**

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

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with



- g. Such other relief that the Court determines is just and proper.

DATED: August 19, 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 Plaintiff*

Our File No.: 115651

92 BOLT STREET, SUITE 1  
PO BOX 1233  
LOWELL MA 01853-1233

**STEVENS BUSINESS SERVICE**  
92 BOLT STREET, SUITE 1 · PO BOX 1233 · LOWELL MA 01853  
1-800-549-9972

WWW.SBS4MONEY.COM

TO PAY BY CREDIT CARD, PLEASE  
COMPLETE THIS SECTION



CARD NUMBER	CC-ID#	EXP. DATE	AMOUNT
CARDHOLDER NAME (Please Print)		SIGNATURE	

RE: NATIONAL GRID fka KEYSpan NY

DATE: 01/04/18

REF: [REDACTED] 5312  
TOTAL DUE: \$6,598.79  
FOR: 01/01/2005 - 03/02/2017

ACCT: [REDACTED] 0007

1 AB \*A-02-6NU-AM-02271-8



LEOPOLD KOENIG  
1  
146 TEHAMA ST  
BROOKLYN NY 11218-2017



STEVENS BUSINESS SERVICE  
92 BOLT STREET, SUITE 1  
PO BOX 1233  
LOWELL MA 01853-1233

PLEASE DETACH HERE AND ENCLOSE WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

DEAR LEOPOLD KOENIG:

01/04/18

BUSINESS HOURS: MON-FRI 8:00AM-8:30PM

MON-FRI 8:00AM-7:00PM

THE ABOVE REFERENCED DEBT HAS BEEN REFERRED TO OUR OFFICE FOR PAYMENT IN FULL. NATIONAL GRID fka KEYSpan NY HAS BEEN EXTREMELY PATIENT AND THIS PAST DUE BALANCE DESERVES YOUR ATTENTION. YOUR CHECK FOR THE FULL BALANCE, PAYABLE TO YOUR CREDITOR SHOULD BE FORWARDED TO OUR OFFICE. IF YOU HAVE ANY QUESTIONS KINDLY CALL OUR OFFICE TO DISCUSS THIS MATTER, OR IF YOU PREFER WE CONTACT YOU, RETURN THIS LETTER WITH THE FOLLOWING INFORMATION PROVIDED:

DAYTIME TELEPHONE NUMBER ( ) \_\_\_\_\_ - \_\_\_\_\_

EVENING TELEPHONE NUMBER ( ) \_\_\_\_\_ - \_\_\_\_\_

**PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

RE: NATIONAL GRID fka KEYSpan NY

**STEVENS BUSINESS SERVICE**  
92 BOLT STREET, SUITE 1  
PO BOX 1233  
LOWELL MA 01853  
1-800-549-9972  
New York City License # 1190886  
Buffalo License # 538513

REF: [REDACTED] 5312  
TOTAL DUE: \$6,598.79  
ACCT: [REDACTED] 0007

0000577-LET60 0101

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE NOTE THAT THIS COMMUNICATION IS FROM A DEBT COLLECTOR.**

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 THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

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.

JS-CV (Rev. 01/23/2018)

# 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.)

<p><b>I. (a) PLAINTIFFS</b></p> <p style="text-align: center;">LEOPOLD KOENIG</p> <p>(b) County of Residence of First Listed Plaintiff <u>          KINGS          </u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)</p> <p style="text-align: center;">BARSHAY SANDERS, PLLC 100 Garden City Plaza, Ste 500, Garden City, NY 11530 (516) 203-7600</p>	<p style="text-align: center;"><b>DEFENDANTS</b></p> <p style="text-align: center;">STEVENS BUSINESS SERVICES, INC.</p> <p>County of Residence of First Listed Defendant <u>          SUFFOLK          </u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="radio"/> 1 U.S. Government Plaintiff</p> <p><input type="radio"/> 2 U.S. Government Defendant</p> <p><input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;"><b>PTF</b></td> <td style="width: 10%; text-align: center;"><b>DEF</b></td> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;"><b>PIF</b></td> <td style="width: 10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PIF</b>	<b>DEF</b>	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
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IV. NATURE OF SUIT (Place an "X" in One Box Only)																			
<p><b>CONTRACT</b></p> <p><input type="radio"/> 110 Insurance</p> <p><input type="radio"/> 120 Marine</p> <p><input type="radio"/> 130 Miller Act</p> <p><input type="radio"/> 140 Negotiable Instrument</p> <p><input type="radio"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="radio"/> 151 Medicare Act</p> <p><input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="radio"/> 160 Stockholders' Suits</p> <p><input type="radio"/> 190 Other Contract</p> <p><input type="radio"/> 195 Contract Product Liability</p> <p><input type="radio"/> 196 Franchise</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%; text-align: left; padding: 2px;">TORTS</th> <th style="width: 33%; text-align: left; padding: 2px;">FORFEITURE/PENALTY</th> <th style="width: 33%; text-align: left; padding: 2px;">BANKRUPTCY</th> </tr> <tr> <td style="padding: 2px;"> <p><b>PERSONAL INJURY</b></p> <p><input type="radio"/> 310 Airplane</p> <p><input type="radio"/> 315 Airplane Product Liability</p> <p><input type="radio"/> 320 Assault, Libel &amp; Slander</p> <p><input type="radio"/> 330 Federal Employers' Liability</p> <p><input type="radio"/> 340 Marine</p> <p><input type="radio"/> 345 Marine Product Liability</p> <p><input type="radio"/> 350 Motor Vehicle</p> <p><input type="radio"/> 355 Motor Vehicle Product Liability</p> <p><input type="radio"/> 360 Other Personal Injury</p> <p><input type="radio"/> 362 Personal Injury - Medical Malpractice</p> </td> <td style="padding: 2px;"> <p><b>PERSONAL INJURY</b></p> <p><input type="radio"/> 365 Personal Injury - Product Liability</p> <p><input type="radio"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="radio"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="radio"/> 370 Other Fraud</p> <p><input type="radio"/> 371 Truth in Lending</p> <p><input type="radio"/> 380 Other Personal Property Damage</p> <p><input type="radio"/> 385 Property Damage Product Liability</p> </td> <td style="padding: 2px;"> <p><input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="radio"/> 690 Other</p> </td> </tr> <tr> <th style="text-align: left; 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**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 August 24, 2018     SIGNATURE OF ATTORNEY OF RECORD /s Craig Sanders

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ 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, specific 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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

EASTERN DISTRICT OF NEW YORK

Leopold Koenig, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Stevens Business Services, Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To:(Defendant's name and address)

Stevens Business Services, Inc.
c/o Devine, Millimet & Branch, P.C.
2 Oliver Street
Boston, Massachusetts 02109

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Stevens Business Services Sued Over Allegedly Non-FDCPA-Compliant Letter](#)

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