

**BARSHAY SANDERS, PLLC**  
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*Attorneys for Plaintiffs*  
Our File No.: 111514

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

Patricia A. Lobosco and Michelina Hoffman,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

Optio Solutions LLC d/b/a Qualia Collection Services,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

Patricia A. Lobosco and Michelina Hoffman, 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 Optio Solutions LLC d/b/a Qualia Collection Services (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 Patricia A. Lobosco is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Michelina Hoffman is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

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

8. On information and belief, Defendant’s principal place of business is located in Petaluma, California.

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

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

### **ALLEGATIONS**

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

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

13. Sometime after the incurrence of the debts, Plaintiffs fell behind on payments owed.

14. Plaintiffs’ debts were incurred on credit cards issued by Capital One, N.A.

15. At all relevant times herein, Plaintiffs’ debts accrued, and were subject to, interest.

16. At all relevant times herein, Plaintiffs’ debt accrued, and were subject to, late fees.

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

18. In its efforts to collect the debt, Defendant contacted Plaintiff Patricia A. Lobosco by letter dated March 21, 2016. (“**Exhibit 1.**”)

19. In its efforts to collect the debt, Defendant contacted Plaintiff Michelina Hoffman by letter dated May 5, 2016. (“**Exhibit 1.**”)

20. The letters were the initial communication to each Plaintiff received from Defendant.

21. The letters are identical in all material respects.

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

23. 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.

24. One such requirement is that the debt collector provide “the amount of the debt.” 15 U.S.C. § 1692g(a)(1).

25. A debt collector has the obligation not just to convey the amount of the debt, but to convey such clearly.

26. The letter to Plaintiff Lobosco sets forth a “Balance Due” of \$1450.34.

27. The letter to Plaintiff Hoffman sets forth a “Balance Due” of \$3609.80.

28. The letter to Plaintiff Lobosco sets forth “Fees” of \$506.98.

29. The letter to Plaintiff Hoffman sets forth “Fees” of \$648.36.

30. The letters fail to disclose whether the “Balance Due” may increase due to additional interest.

31. The letters fail to disclose whether the “Balance Due” may increase due to additional fees.

32. The letters fail to disclose whether the “Fees” may increase.

33. The letters fail to disclose whether the “Fees” may increase.

34. The letters fail to disclose the nature of the “Fees.”

35. The letters fail to indicate whether payment of the amount stated would satisfy the debt.

36. The letters fail to indicate whether payment of the amount stated by any date certain would satisfy the debt.

37. The letters fail to include any “safe harbor” language concerning the accrual of interest and/or fees. *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72, 76 (2d Cir. 2016).

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

39. The letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.

40. The least sophisticated consumer could reasonably believe that the debt could be satisfied by remitting the “Balance Due” at any time after receipt of the letters.

41. The least sophisticated consumer could also reasonably believe that the “Balance Due” was accurate only on the date of the letters because of the continued accumulation of interest.

42. The least sophisticated consumer could also reasonably believe that the “Balance Due” was accurate only on the date of the letters because of the continued assessment of fees.

43. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the letters fail to indicate the applicable interest rate, or date of accrual.

44. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the letters fail to indicate the amount increase, if any, of fees.

45. For these reasons, Defendant failed to clearly state the amount of the debt.

46. For these reasons, Defendant failed to unambiguously state the amount of the debt.

47. For these reasons, the letters would likely make the least sophisticated consumer uncertain as to the amount of the debts.

48. For these reasons, the letters would likely make the least sophisticated consumer confused as to the amount of the debts.

49. Defendant violated § 1692g as it failed to clearly, explicitly and unambiguously convey the amount of the debt.

50. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

51. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

52. While § 1692e specifically prohibits certain practices, the list is non-exhaustive,

and does not preclude a claim of falsity or deception based on any non-enumerated practice.

53. A collection letter is deceptive under 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.

54. A collection letter is also deceptive under 15 U.S.C. § 1692e if it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.

55. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose whether the balance may increase due to interest and fees. *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72, 76 (2d Cir. 2016).

56. As previously alleged, the least sophisticated consumer could reasonably read the letters to mean that the “Balance Due” was static.

57. As previously alleged, the least sophisticated consumer could also reasonably read the letters to mean that the “Balance Due” was dynamic due to the continued accumulation of interest.

58. As previously alleged, the least sophisticated consumer could also reasonably read the letters to mean that the “Balance Due” was dynamic due to the continued accumulation of fees.

59. Because the letters are susceptible to an inaccurate reading by the least sophisticated consumer, they are deceptive under 15 U.S.C. § 1692e.

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

61. Defendant violated 15 U.S.C. § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

### **CLASS ALLEGATIONS**

62. 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 using the same unlawful means described herein, from one year before the date of this Complaint to the present.

63. This action seeks a finding that Defendant’s conduct violates the FDCPA, and

asks that the Court award damages as authorized by § 1692k(a)(2) of the FDCPA.

64. Defendant regularly engages in debt collection, using the same unlawful conduct described herein, in its attempts to collect delinquent consumer debts from other persons.

65. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using the same unlawful conduct described herein.

66. 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.

67. 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. Defendants have acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

68. 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 Defendants' 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 the FDCPA.

### **JURY DEMAND**

69. 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 Representative of the Class, and their

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: March 9, 2017

**BARSHAY SANDERS, PLLC**

By:       /s/ Craig B. Sanders      

Craig B. Sanders, Esq.  
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*Attorneys for Plaintiffs*  
Our File No.: 111514



Case 2:17-cv-01564 Document 1-1 Filed 03/20/17 Page 1 of 2 PageID #: 8  
 PO Box 4699  
 Petaluma, CA 94955  
 (844) 598-5454

Office Hours:  
 Monday - Friday 6:00am - 5:00pm PST

QUALIA COLLECTION SERVICES

**ACCOUNT SUMMARY**

Original Creditor:	Capital One N.A.
Current Creditor:	Kohl's Dept. Stores Inc.
RE:	Kohl's Dept. Stores Inc.
Agency Account #:	██████████ 7375
Reference #:	*****2664
Principal:	\$943.36
Fees:	\$506.98
Interest:	\$0.00
Balance Due:	\$1450.34

Additional Information

Amt. of Debt at Charge-Off	\$1450.34
Tot. Int. Since Charge-Off	\$0.00
Tot. Fees Since Charge-Off	\$0.00
Tot. Pmts. Since Charge-Off	\$0.00

**PAYMENT OPTIONS**

**Website**

www.payQCS.com

**Pay By Phone**

(855) 593-5047

**Mail**

PO Box 4699  
 Petaluma, CA 94955

*(Please use the payment coupon and return envelope provided)*

March 21, 2016

Dear Patricia A Lobosco:

Your account has been assigned to our agency by Kohl's Dept. Stores Inc. for collection.

To pay your bill, please send your payment to the address below. In addition, payments may be made online at www.payQCS.com, or by phone at (855) 593-5047.

If you cannot pay the entire amount, please call the telephone number below to make arrangements to pay.

(844) 598-5454

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 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 have such verification mailed to you. If you request of 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.

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

2140-SFOPTO10-1K-1/06/10

\*\*\* Please detach the lower portion and return with your payment \*\*\*

Y1ACDA6805



PO BOX 4699  
 PETALUMA CA 94955-4699  
 CHANGE SERVICE REQUESTED

March 21, 2016

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.	
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	
SIGNATURE	AMOUNT PAID

Account #: ██████████ 7375  
 Balance Due: \$1450.34



0008120024019742573611731121203-1Y-Y1ACDA6805 2140

Patricia A Lobosco  
 3 Kalmia St  
 East Northport NY 11731-1212



QUALIA COLLECTION SERVICES  
 PO BOX 4699  
 PETALUMA CA 94955-4699

12345678-002140-01-1-AA







Office Hours:  
 Monday - Friday 6:00am - 5:00pm PST

QUALIA COLLECTION SERVICES

**ACCOUNT SUMMARY**

Original Creditor: Capital One N.A.  
 Current Creditor: Kohl's Dept. Stores Inc.  
 RE: Kohl's Dept. Stores Inc.  
 Agency Account #: [REDACTED] 9618  
 Reference #: \*\*\*\*\*6630  
 Principal: \$2925.44  
 Fees: \$684.36  
 Interest: \$0.00  
 Balance Due: \$3609.80

Additional Information

Amt. of Debt at Charge-Off \$3609.80  
 Tot. Int. Since Charge-Off \$0.00  
 Tot. Fees Since Charge-Off \$0.00  
 Tot. Pmts. Since Charge-Off \$0.00

**PAYMENT OPTIONS**

**Website**

www.payQCS.com

**Pay By Phone**

(855) 593-5047

**Mail**

PO Box 4699  
 Petaluma, CA 94955

(Please use the payment coupon and return envelope provided)

May 5, 2016

Dear Michelina Hoffman:

Your account has been assigned to our agency by Kohl's Dept. Stores Inc. for collection.

To pay your bill, please send your payment to the address below. In addition, payments may be made online at www.payQCS.com, or by phone at (855) 593-5047.

If you cannot pay the entire amount, please call the telephone number below to make arrangements to pay.

(844) 598-5454

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 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 have such verification mailed to you. If you request of 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.

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

110-SFOPTO10-1K-1/06/10

\*\*\* Please detach the lower portion and return with your payment \*\*\*

Y1B1D9F799



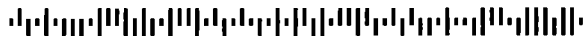
PO BOX 4699  
 PETALUMA CA 94955-4699  
 CHANGE SERVICE REQUESTED

May 5, 2016

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.

CARD NUMBER	EXP. DATE
CARD HOLDER NAME	
SIGNATURE	AMOUNT PAID

Account #: [REDACTED] 9618  
 Balance Due: \$3609.80



0008120024020228980711733290815-1Y-Y1B1D9F799 110

Michelina Hoffman  
 15 Harbor Hill Rd  
 East Setauket NY 11733-2908



QUALIA COLLECTION SERVICES  
 PO BOX 4699  
 PETALUMA CA 94955-4699

12345678-000110-01-1-AA



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 PATRICIA A. LOBOSCO (b) County of Residence of First Listed Plaintiff SUFFOLK (c) Attorneys BARSHAY SANDERS, PLLC 100 Garden City Plaza, Ste 500, Garden City, NY 11530 (516) 203-7600 DEFENDANTS OPTIO SOLUTIONS LLC D/B/A QUALIA COLLECTION SERVICES County of Residence of First Listed Defendant SONOMA 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) O 1 U.S. Government Plaintiff O 2 U.S. Government Defendant O 3 Federal Question (U.S. Government Not a Party) O 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 O 1 O 1 O 2 O 2 O 3 O 3 Incorporated or Principal Place of Business In This State Incorporated and Principal Place of Business In Another State Foreign Nation PIF DEF O 4 O 4 O 5 O 5 O 6 O 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) CONTRACT O 110 Insurance O 120 Marine O 130 Miller Act O 140 Negotiable Instrument O 150 Recovery of Overpayment & Enforcement of Judgment O 151 Medicare Act O 152 Recovery of Defaulted Student Loans (Excludes Veterans) O 153 Recovery of Overpayment of Veteran's Benefits O 160 Stockholders' Suits O 190 Other Contract O 195 Contract Product Liability O 196 Franchise REAL PROPERTY O 210 Land Condemnation O 220 Foreclosure O 230 Rent Lease & Ejectment O 240 Torts to Land O 245 Tort Product Liability O 290 All Other Real Property TORTS PERSONAL INJURY O 310 Airplane O 315 Airplane Product Liability O 320 Assault, Libel & Slander O 330 Federal Employers' Liability O 340 Marine O 345 Marine Product Liability O 350 Motor Vehicle O 355 Motor Vehicle Product Liability O 360 Other Personal Injury O 362 Personal Injury - Medical Malpractice PERSONAL INJURY O 365 Personal Injury - Product Liability O 367 Health Care/ Pharmaceutical Personal Injury Product Liability O 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY O 370 Other Fraud O 371 Truth in Lending O 380 Other Personal Property Damage O 385 Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: O 463 Alien Detainee O 510 Motions to Vacate Sentence O 530 General O 535 Death Penalty Other: O 540 Mandamus & Other O 550 Civil Rights O 555 Prison Condition O 560 Civil Detainee Conditions of Confinement FORFEITURE/PENALTY O 625 Drug Related Seizure of Property 21 USC 881 O 690 Other LABOR O 710 Fair Labor Standards Act O 720 Labor/Management Relations O 740 Railway Labor Act O 751 Family and Medical Leave Act O 790 Other Labor Litigation O 791 Employee Retirement Income Security Act IMMIGRATION O 462 Naturalization Application O 465 Other Immigration Actions BANKRUPTCY O 422 Appeal 28 USC 158 O 423 Withdrawal 28 USC 157 SOCIAL SECURITY O 861 HIA (1395ff) O 862 Black Lung (923) O 863 DIWC/DIWW (405(g)) O 864 SSID Title XVI O 865 RSI (405(g)) FEDERAL TAX SUITS O 870 Taxes (U.S. Plaintiff or Defendant) O 871 IRS—Third Party 26 USC 7609 OTHER STATUTES O 375 False Claims Act O 400 State Reapportionment O 410 Antitrust O 430 Banks and Banking O 450 Commerce O 460 Deportation O 470 Racketeer Influenced and Corrupt Organizations O 480 Consumer Credit O 490 Cable/Sat TV O 850 Securities/Commodities/Exchange O 890 Other Statutory Actions O 891 Agricultural Acts O 893 Environmental Matters O 895 Freedom of Information Act O 896 Arbitration O 899 Administrative Procedure Act/Review or Appeal of Agency Decision O 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only) O 1 Original Proceeding O 2 Removed from State Court O 3 Remanded from Appellate Court O 4 Reinstated or Reopened O 5 Transferred from Another District (specify) O 6 Multidistrict Litigation - Transfer O 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 (See Instructions) JUDGE DOCKET NUMBER

DATE March 20, 2017 SIGNATURE OF ATTORNEY OF RECORD /s Craig B. 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.

I, Craig B. Sanders, counsel for Plaintiff, 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: 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
b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.
Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?
Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s Craig B. Sanders

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Patricia A. Lobosco and Michelina Hoffman,
individually and on behalf of all others similarly
situated

Plaintiff(s)

v.

Civil Action No.

Optio Solutions LLC d/b/a Qualia Collection Services

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Optio Solutions LLC d/b/a Qualia Collection Services
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER
1209 ORANGE ST
WILMINGTON DE 19801

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: Craig B. Sanders, Esq.
Barshay Sanders, PLLC
100 Garden City Suite 500
Garden Clty, New York 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 Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Optio Solutions Broke Debt Collection Laws](#)

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