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Attorneys for Plaintiff
Our File No.: 115965

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

Michelle Miles, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

TrueAccord Corp.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

Michelle Miles, 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 TrueAccord Corp. (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 Michelle Miles 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 TrueAccord Corp., is a California Corporation with a principal place of business in San Francisco County, California.

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 personal, family or household 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 April 1, 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. § 1692g

Validation of Debts

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

18. 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.

19. The written notice must contain the amount of the debt.

20. The written notice must contain the name of the creditor to whom the debt is owed.

21. 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.

22. 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.

23. 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.

24. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

25. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.

26. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed by other collection activities during the 30-day validation period following the communication.

27. 15 U.S.C. § 1692g provides that any collection activities and communication during the 30-day validation 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.

28. 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.

29. Demanding immediate payment without explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

30. Demanding immediate payment without providing transitional language

explaining that such demand 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 has demanded Plaintiff make payment during the validation period.

32. The Letter states, "Due: Immediately."

33. The Letter fails to explain that the demand for immediate payment does not override the Plaintiff's right to dispute the debt.

34. The Letter fails to explain that the demand for immediate payment does not override the Plaintiff's right to demand validation of the debt.

35. The Letter fails to include any transitional language explaining that the demand for immediate payment does not override the consumer's right to dispute the debt or demand validation of the debt.

36. The Letter's demand for immediate payment would likely make the least sophisticated consumer uncertain as to her rights.

37. The Letter's demand for immediate payment would likely make the least sophisticated consumer confused as to her rights.

38. The Letter's demand for immediate payment would likely make the least sophisticated consumer overlook her rights.

39. The Letter's demand for immediate payment would likely discourage the least sophisticated consumer from exercising her rights to seek validation of the debt.

40. The Letter's demand for immediate payment would likely discourage the least sophisticated consumer from reading her validation rights.

41. The Letter's demand for immediate payment overshadows Plaintiff's validation rights.

42. The Letter's demand for immediate payment contradicts Plaintiff's validation rights.

43. For the foregoing reasons, the Letter violates 15 U.S.C. § 1692g.

44. For the foregoing reasons, the Letter violates 15 U.S.C. § 1692g(b).

SECOND COUNT
Violation of 15 U.S.C. § 1692e
False or Misleading Representations

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

46. 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.

47. 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.

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

49. 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.

50. 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.

51. For the reasons previously stated, the least sophisticated consumer could read the Letter to mean that the demand for immediate payment overrides her right to dispute the debt.

52. For the reasons previously stated, the least sophisticated consumer could read the Letter to mean that the demand for immediate payment overrides her right to request the name of the original creditor.

53. 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 within the meaning of 15 U.S.C. § 1692e.

54. Because the Letter is reasonably susceptible to an inaccurate reading by the least sophisticated consumer, as described, it is deceptive within the meaning of 15 U.S.C. § 1692e.

55. The least sophisticated consumer would likely be deceived by the Letter.

56. The least sophisticated consumer would likely be deceived in a material way by the Letter.

57. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

CLASS ALLEGATIONS

58. 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 that states “Due: Immediately,” from one year before the date of this Complaint to the present.

59. 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.

60. Defendant regularly engages in debt collection.

61. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter that states “Due: Immediately.”

62. 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.

63. 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.

64. 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

65. 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: September 17, 2018

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

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders

Craig B. Sanders, Esq.

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csanders@barshaysanders.com

Attorneys for Plaintiff

Our File No.: 115965

TrueAccord

303 2nd Street, Suite 750 South, San Francisco, CA 94107

Date: Apr 1, 2018
Attention: Michelle A Miles
At: 89 SHEPHERD AVE FL 2, BROOKLYN, NY, 112081226, US
TrueAccord Account Number: [REDACTED] 26650

Let's Resolve your balance of \$1,559.80 with Merrick Bank

Dear Michelle A Miles;

Merrick Bank has asked us to help with your outstanding balance. You accrued this balance with a product called Credit Card. We realize that unpaid balances can be due to misunderstandings or other issues. We specialize in resolving these problems, and getting you closer to being free of this debt!

To begin solving this together, let's move this conversation online, simply email us at support@trueaccord.com with the following: "I wish to have collection communication sent to me via this email". Please ensure the email is sent from your personal email account, not one owned by your employer.

Another easy way to get started working together online:

1. Visit go.trueaccord.com/my-online-solution
2. Enter your account number: [REDACTED] 26650

That's it! Isn't that easy?

If you are ready to resolve this now, you can also call us at 1-866-611-2731 or resolve this balance by sending your payment check in the same envelope as the coupon below.

Best regards,
Peter Martin

PAYMENT COUPON		
Pay by check today:	Account Number:	[REDACTED] 26650
TrueAccord Corp. 303 2nd Street Suite 750 South San Francisco, CA 94107	Payment Amount:	Due:
	\$1,559.80	Immediately
PLEASE INCLUDE THIS COUPON WITH YOUR PAYMENT		

Please make sure you read all of the following important information. There may be more important information continued on a second page.

Important Notice:

Your outstanding balance: \$1559.80. This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained from you will be used for that purpose. Unless you notify us within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within 30 days from receiving this notice that you dispute all or any portion of this debt, we will obtain verification of the debt and send you a copy. You may also request in writing within 30 days of receiving this notice that we 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. Original creditor: Merrick Bank. Total amount of the debt due as of charge-off: \$1559.80. Total amount of interest accrued since charge-off: \$0.00. Total amount of non-interest charges or fees accrued since charge-off: \$0.00. Total amount of payments made on the debt since charge-off: \$0.00.

If you have already paid this debt to TrueAccord or Merrick Bank, please disregard this notice.

020210000008491



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

MICHELLE MILES

(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

TRUEACCORD CORP.

County of Residence of First Listed Defendant SAN FRANCISCO
(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)

- 01 U.S. Government Plaintiff
- 02 U.S. Government Defendant
- 03 Federal Question (U.S. Government Not a Party)
- 04 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"/> 01 | <input type="radio"/> 01 | Incorporated or Principal Place of Business In This State | <input type="radio"/> 04 | <input type="radio"/> 04 |
| Citizen of Another State | <input type="radio"/> 02 | <input type="radio"/> 02 | Incorporated and Principal Place of Business In Another State | <input type="radio"/> 05 | <input type="radio"/> 05 |
| Citizen or Subject of a Foreign Country | <input type="radio"/> 03 | <input type="radio"/> 03 | Foreign Nation | <input type="radio"/> 06 | <input type="radio"/> 06 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="radio"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="radio"/> 422 Appeal 28 USC 158	<input type="radio"/> 375 False Claims Act
<input type="radio"/> 120 Marine	<input type="radio"/> 310 Airplane	<input type="radio"/> 365 Personal Injury - Product Liability	<input type="radio"/> 690 Other	<input type="radio"/> 423 Withdrawal 28 USC 157	<input type="radio"/> 400 State Reapportionment
<input type="radio"/> 130 Miller Act	<input type="radio"/> 315 Airplane Product Liability	<input type="radio"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		PROPERTY RIGHTS	<input type="radio"/> 410 Antitrust
<input type="radio"/> 140 Negotiable Instrument	<input type="radio"/> 320 Assault, Libel & Slander	<input type="radio"/> 368 Asbestos Personal Injury Product Liability		<input type="radio"/> 820 Copyrights	<input type="radio"/> 430 Banks and Banking
<input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="radio"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	LABOR	<input type="radio"/> 830 Patent	<input type="radio"/> 450 Commerce
<input type="radio"/> 151 Medicare Act	<input type="radio"/> 340 Marine	<input type="radio"/> 370 Other Fraud	<input type="radio"/> 710 Fair Labor Standards Act	<input type="radio"/> 840 Trademark	<input type="radio"/> 460 Deportation
<input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="radio"/> 345 Marine Product Liability	<input type="radio"/> 371 Truth in Lending	<input type="radio"/> 720 Labor/Management Relations	SOCIAL SECURITY	<input type="radio"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="radio"/> 350 Motor Vehicle	<input type="radio"/> 380 Other Personal Property Damage	<input type="radio"/> 740 Railway Labor Act	<input type="radio"/> 861 HIA (1395ff)	<input checked="" type="radio"/> 480 Consumer Credit
<input type="radio"/> 160 Stockholders' Suits	<input type="radio"/> 355 Motor Vehicle Product Liability	<input type="radio"/> 385 Property Damage Product Liability	<input type="radio"/> 751 Family and Medical Leave Act	<input type="radio"/> 862 Black Lung (923)	<input type="radio"/> 490 Cable/Sat TV
<input type="radio"/> 190 Other Contract	<input type="radio"/> 360 Other Personal Injury		<input type="radio"/> 770 Other Labor Litigation	<input type="radio"/> 863 DIWC/DIWW (405(g))	<input type="radio"/> 850 Securities/Commodities/Exchange
<input type="radio"/> 195 Contract Product Liability	<input type="radio"/> 362 Personal Injury - Medical Malpractice	PRISONER PETITIONS	<input type="radio"/> 791 Employee Retirement Income Security Act	<input type="radio"/> 864 SSID Title XVI	<input type="radio"/> 890 Other Statutory Actions
<input type="radio"/> 196 Franchise		Habeas Corpus:		<input type="radio"/> 865 RSI (405(g))	<input type="radio"/> 891 Agricultural Acts
	REAL PROPERTY	<input type="radio"/> 463 Alien Detainee	IMMIGRATION		<input type="radio"/> 893 Environmental Matters
<input type="radio"/> 210 Land Condemnation	<input type="radio"/> 440 Other Civil Rights	<input type="radio"/> 510 Motions to Vacate Sentence	<input type="radio"/> 462 Naturalization Application	FEDERAL TAX SUITS	<input type="radio"/> 895 Freedom of Information Act
<input type="radio"/> 220 Foreclosure	<input type="radio"/> 441 Voting	<input type="radio"/> 530 General	<input type="radio"/> 465 Other Immigration Actions	<input type="radio"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="radio"/> 896 Arbitration
<input type="radio"/> 230 Rent Lease & Ejectment	<input type="radio"/> 442 Employment	<input type="radio"/> 535 Death Penalty		<input type="radio"/> 871 IRS—Third Party 26 USC 7609	<input type="radio"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="radio"/> 240 Torts to Land	<input type="radio"/> 443 Housing/ Accommodations	Other:			<input type="radio"/> 950 Constitutionality of State Statutes
<input type="radio"/> 245 Tort Product Liability	<input type="radio"/> 445 Amer. w/Disabilities - Employment	<input type="radio"/> 540 Mandamus & Other			
<input type="radio"/> 290 All Other Real Property	<input type="radio"/> 446 Amer. w/Disabilities - Other	<input type="radio"/> 550 Civil Rights			
	<input type="radio"/> 448 Education	<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 20, 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, 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

Michelle Miles, individually and on behalf of all others similarly situated, Plaintiff(s) v. TrueAccord Corp., Defendant(s) Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TrueAccord Corp. CORPORATION SERVICE COMPANY 80 STATE STREET ALBANY, NEW YORK, 12207-2543

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: [Class Action Accuses TrueAccord of Overshadowing Consumer's Debt Dispute Rights](#)
