

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK  
CIVIL DIVISION

Kyle A. Page,	}	
On behalf of Himself	}	
All Others Similarly Situated,	}	
	}	
Plaintiff,	}	Civil Action, File No.
v	}	
	}	
Forster & Garbus, LLP, Navient Solutions, Inc.,	}	
Navient Solutions, LLC,	}	
SLM Private Credit Student Loan Trust 2012-C,	}	
Mark A. Garbus, and Ronald Forster,	}	
	}	
Defendants.	}	

**COMPLAINT**

**DEMAND FOR TRIAL BY JURY**

Plaintiff, Kyle A. Page [hereinafter “Page”] on behalf of himself and all others similarly situated, by and through his attorney, Mitchell L. Pashkin, Esq., complains of Defendants, Forster & Garbus, LLP (“F&G”), Navient Solutions, Inc. and Navient Solutions, LLC (collectively or individually known as “Navient”), SLM Private Credit Student Loan Trust 2012-C (“SLM”), Mark A. Garbus (“Garbus”), and Ronald Forster (“Forster”), collectively, individually and in any combination known as Defendants and alleges as follows:

1. This court has jurisdiction of this case pursuant to 15 U.S.C. § 1692k(d), 28 USCS § 1331, and/or pursuant to 28 USCS § 1332 (d)(2)(A).
2. Venue in this district is proper based on Defendants’ regular transaction of business within this district. Venue in this district also is proper based on one or more Defendants possessing a license from the New York City Department of Consumer Affairs to operate as a “Debt Collection Agency” in New York City which includes this district. Defendants also

derive substantial revenue from services rendered in this district. The aforementioned transaction of business and services includes but is not limited to the collection of debt from consumers who reside in this district.

3. Venue in this district also is proper in light of the occurrences which form the basis for this Complaint having occurred in whole or in part in this district.
4. Plaintiff demands a trial by jury pursuant to FRCP 38 (b).
5. Page is a natural person who resides at 147 Weed Avenue, Hawthorne, NY 10532.
6. Page is a “consumer” as defined by 15 U.S.C. § 1692(a)(3) of the FDCPA.
7. F&G is a limited liability partnership with a principal place of business located at 60 Motor Parkway, Commack, NY 11725.
8. Per § 20-490 of the New York City Administrative Code, any business that seeks to collect personal or household debts from New York City residents must have a Debt Collection Agency License from the New York City Department of Consumer Affairs. Pursuant to New York City Local Law No. 15, a Debt Collection Agency includes any attorney-at-law or law firm engaging in traditional debt collection activity. See also Eric M. Berman, P.C. v. City of N.Y., 796 F.3d 171 (2nd Cir., 2015).
9. F&G possesses a license from the New York City Department of Consumer Affairs to operate as a “Debt Collection Agency”.
10. On the second page of Exhibit A, F&G sets forth that it is a debt collector attempting to collect an alleged debt. Exhibit A, contain disclosures required to be made by a “debt collector” under the FDCPA as part of a communication attempting to collect a “debt” or in connection with the collection of a “debt”.
11. Based upon Exhibit A and upon F&G possessing a license from the New York City

Department of Consumer Affairs to operate as a “Debt Collection Agency”, the principal purpose of F&G is the collection of debts using the instrumentalities of interstate commerce, including mails and telephone; and it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

12. Based upon the allegations in the above four paragraphs, F&G is a “debt collector” as defined by 15 U.S.C. § 1692a(6) of the FDCPA.
13. On June 6, 2017, F&G at the request and/or with the authority of Navient and on behalf of SLM filed Exhibit A against Page.
14. On June 21, 2017, F&G at the request and/or with the authority of Navient and on behalf of SLM served Exhibit A on Page.
15. For the reasons set forth below, Page’s receipt and reading of Exhibit A deprived Page of his rights to not be subject to abusive, deceptive, or misleading debt collection practices.
16. Per Exhibit A, Exhibit A was filed and served to attempt to collect from Page an educational loan debt. Also, Exhibit A, was an attempt to collect this past due debt from Page in his individual capacity. Therefore, the past due debts at issue arose out of a transaction used primarily for personal, family or household purposes, and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5).
17. Navient is a Delaware Limited Liability Company and a New York Foreign Limited Liability Company.
18. The principal purpose of Navient is the collection of debts using the instrumentalities of interstate commerce, including mails and telephone; and it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.
19. Navient is a “debt collector” as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

20. SLM is a Delaware Statutory Trust.

21. A debt collector as defined by the FDCPA, 15 U.S.C. § 1692b(6), is a “person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” The FDCPA itself does not define the word “person”; but the Dictionary Act’s definition of a person expressly includes an “individual”. See 1 USC 1. 15 U.S.C. § 1692b(6) contains specific exclusions; and an attorney who is an officer or employee of a law firm named after himself is not among those excluded.

22. Garbus is an “individual” with a principal place of business located at “debt collector” F&G, a partner of the “debt collector” F&G, a main financial beneficiary of “debt collector” F&G, and/or controls and/or supervises the debt collection activities of “debt collector” F&G. Garbus therefore is a “person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” Therefore, Garbus is a debt collector as defined by 15 U.S.C. § 1692b(6) and 1 USC 1.

23. Garbus is accordingly liable to Plaintiff based on being a “debt collector” and based on the acts of F&G.

24. A debt collector as defined by the FDCPA, 15 U.S.C. § 1692b(6), is a “person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” The FDCPA itself

does not define the word “person”; but the Dictionary Act’s definition of a person expressly includes an “individual”. See 1 USC 1. 15 U.S.C. § 1692b(6) contains specific exclusions; and an attorney who is an officer or employee of a law firm named after himself is not among those excluded.

25. Forster is an “individual” with a principal place of business located at “debt collector” F&G, a partner of the “debt collector” F&G, a main financial beneficiary of “debt collector” F&G, and/or controls and/or supervises the debt collection activities of “debt collector” F&G. Forster therefore is a “person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” Therefore, Forster is a debt collector as defined by 15 U.S.C. § 1692b(6) and 1 USC 1.
26. Forster is accordingly liable to Plaintiff based on being a “debt collector” and based on the acts of F&G.

#### **FIRST CAUSE OF ACTION-CLASS CLAIM**

27. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1-26 of this Complaint.
28. Navient is directly responsible for Exhibit A and/or is vicariously liable for the actions of F&G as regards Exhibit A.
29. Exhibit A amounted to a false, deceptive or misleading means in connection with the collection of a debt by F&G, Navient, Garbus, and Forster in violation of 15 USC 1692e, 15 USC 1692e(2)(A), 15 U.S.C. § 1692e(3), 15 U.S.C. § 1692e(5), and 15 USC 1692e(10).

### **SECOND CAUSE OF ACTION-CLASS CLAIM**

30. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1-26.
31. Navient is directly responsible for Exhibit A and/or is vicariously liable for the actions of F&G as regards Exhibit A.
32. Exhibit A amounted to an unfair or unconscionable means to collect or attempt to collect a debt by F&G, Navient, Garbus, and Forster in violation of 15 USC 1692f, and/or 15 USC 1692f (1).

### **THIRD CAUSE OF ACTION-CLASS CLAIM**

33. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1-32 of this Complaint.
34. The filing and/or service of Exhibit A by F&G was deceptive or misleading.
35. The filing and/or service of Exhibit A by F&G was consumer oriented for the following reasons:
  - a. It was directed at Plaintiff;
  - b. Plaintiff is a consumer;
  - c. The conduct at issue against Plaintiff, a consumer, affected or had the potential to affect similarly situated consumers; and
  - d. Defendants regularly attempt to collect student loans and other consumer debts from hundreds or thousands of consumers. A lawsuit identical or similar to Exhibit A was directed at numerous numbers of these consumers.
36. Plaintiff suffered injuries as a result of the deceptive or misleading actions including but not limited to the aforementioned violations of his rights under the FDCPA, the cost of retaining an attorney to defend him, and the emotional distress of being sued.

37. Navient is vicariously liable and/or directly responsible for each action, deception, and misrepresentation resulting from the filing and/or service of Exhibit A.
38. The actions by F&G and Navient set forth in this Complaint were done by F&G and Navient as the attorney and/or agent of and for the benefit of SLM.
39. The actions by F&G and Navient set forth in this Complaint were done by F&G and Navient with the knowledge and/or authority of SLM.
40. In light of the allegations in this cause of action, each action, deception, and misrepresentation resulting from the filing and/or service of Exhibit A constitute a violation of General Business Law 349 by Defendants.

#### **CLASS ALLEGATIONS**

41. Plaintiff brings this action on behalf of a class pursuant to Fed. R. Civ. P. 23(a) and (b)(3).
42. The class consist of (a) all natural persons (b) who were sued by or on behalf of any of the Defendants between June 21, 2017 and the present (c) via a lawsuit materially identical or substantially similar to Exhibit A
43. The class members are so numerous that joinder is impracticable. On information and belief, there are more than 50 members.
44. 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.
45. The predominant common question is whether Defendants' lawsuits violate the FDCPA.
46. 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.

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

48. Individual cases are not economically feasible.

**WHEREFORE**, Plaintiff requests the following relief:

1. A Judgment against Defendants in favor of Plaintiff and the class members for statutory and actual damages in an amount to be determined at trial, and costs and attorney's fees; and
2. Any and all other relief deemed just and warranted by this court.

Dated: June 21, 2018

/s/  
\_\_\_\_\_  
Mitchell L. Pashkin, Esq. (MLP-9016)  
Attorney For Plaintiff  
775 Park Avenue, Suite 255  
Huntington, NY 11743  
(631) 335-1107



SUMMONS

SLM PRIVATE EDUCATION LOAN  
TRUST 2012-C

PLAINTIFF,

PLAINTIFF'S ADDRESS  
300 CONTINENTAL DR  
NEWARK DE 19713

- AGAINST -

KYLE A PAGE

DEFENDANT'S ADDRESSES  
147 WEED AVE

X

DEFENDANT(S). HAWTHORNE NY 10532-1605

CONSUMER CREDIT TRANSACTION

THE BASIS OF THE VENUE IS:

A DEFENDANT RESIDES IN THE COUNTY OF WESTCHESTER  
THE TRANSACTION TOOK PLACE IN THE COUNTY OF WESTCHESTER

TO THE ABOVE NAMED DEFENDANT(S): KYLE A PAGE

YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT IN THIS ACTION AND TO  
SERVE A COPY OF YOUR ANSWER ON THE PLAINTIFF'S ATTORNEY(S) 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).

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE  
RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE DISBURSEMENTS OF  
THIS ACTION.

DATED THE 25 DAY OF MAY , 2017

FILE NO.  
FERP511723

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
60 MOTOR PARKWAY  
COMMACK, NY 11725  
(631) 393-9400

ORIG ACCT# END IN: 0110

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN  
THE COUNTY OF WESTCHESTER YOU MUST APPEAR AND ANSWER WITHIN 20 DAYS AFTER  
SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU  
PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF WESTCHESTER , OR BY PUBLI-  
CATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE  
COUNTY OF WESTCHESTER YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE  
WITHIN WHICH TO APPEAR AND ANSWER.

DEFENDANT'S POB:



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

FORMAL COMPLAINT

SLM PRIVATE EDUCATION LOAN  
TRUST 2012-C

PLAINTIFF,

- AGAINST -

KYLE A PAGE

DEFENDANT(S).

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON INFORMATION AND BELIEF, ALLEGES:

1. THAT THE DEFENDANT(S) RESIDES IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT; OR THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS AGENT AND THAT THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION
2. PLAINTIFF CORPORATION AS OWNER, IS AUTHORIZED TO PROCEED WITH THIS ACTION.
3. UPON INFORMATION AND BELIEF DEFENDANT(S) BORROWED MONEY FROM PLAINTIFF OR PLAINTIFF'S ASSIGNOR PURSUANT TO A PROMISSORY NOTE.
4. THAT DEFENDANT(S) HAS DEFAULTED ON SAID NOTE AND \$ 24,010.03 IS NOW DUE. NO PART OF SAID SUM HAS BEEN PAID ALTHOUGH DULY DEMANDED.
5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

INTEREST IS AT THE CONTRACT RATE OF:.1175.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION THAT THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF 24,010.03 WITH INTEREST THEREON FROM THE 31 DAY OF MARCH , 2017, TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
60 MOTOR PARKWAY  
COMMACK, NY 11725

DATED: THE 25 DAY OF MAY , 2017

VALERIE E. WATTS JOEL D. LEIDERMAN KEVIN M. KNAB

# ClassAction.org

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