

BARSHAY SANDERS, PLLC

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Attorneys for Plaintiffs

Our File No.: 113533

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

Karen M. Ramirez and Lisa Caceres, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

Asset Recovery Solutions, LLC,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Karen M. Ramirez and Lisa Caceres, 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 Asset Recovery Solutions, LLC (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 Karen M. Ramirez is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Lisa Caceres 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 Asset Recovery Solutions, LLC, is a Illinois Limited Liability Company with a principal place of business in COOK County, Illinois.

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 Debts”).

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

15. In its efforts to collect the debt alleged owed by Plaintiff Ramirez, Defendant contacted Plaintiff Ramirez by letter (“the Letter”) dated March 27, 2017. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Caceres, Defendant contacted Plaintiff Caceres by letter (“the Letter”) dated September 26, 2016. (“**Exhibit 1.**”)

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

18. The Debts were incurred on credit cards.

19. The Letter sets forth a “Current Balance.”

20. Pursuant to the terms and conditions of the credit card, the creditor charged Plaintiffs interest on any balance carried on the accounts.

21. Pursuant to the terms and conditions of the credit card, the creditor charged Plaintiffs late fees on any payments due but not timely made by Plaintiffs.

22. Pursuant to the terms and conditions of the credit card, the creditor charged Plaintiffs other fees on the accounts.

23. The right to collect from Plaintiffs interest on any balance carried on the account was not waived by the creditor.

24. The right to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs was not waived by the creditor.

25. The right to collect from Plaintiffs other fees on the account was not waived by the creditor.

26. The right to collect from Plaintiffs interest on any balance carried on the account was not waived by any assignee or successor-in-interest.

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

28. The right to collect from Plaintiffs other fees on the accounts was not waived by any assignee or successor-in-interest.

29. Plaintiffs were never informed by anyone that the terms and conditions of the credit cards were changed.

30. Pursuant to the terms and conditions of the credit cards, interest continued to accrue on any balance unpaid.

31. Pursuant to the terms and conditions of the credit cards, late fees continued to accrue on any payments due but not timely made by Plaintiffs.

32. Pursuant to the terms and conditions of the credit cards, other fees continued to accrue on the accounts.

33. Pursuant to the terms and conditions of the credit cards, the creditor and any assignee or successor-in-interest had the legal right to collect from Plaintiffs interest on any balance carried on the accounts.

34. Pursuant to the terms and conditions of the credit cards, the creditor and any assignee or successor-in-interest had the legal right to collect from Plaintiffs late fees on any payments due but not timely made by Plaintiffs.

35. Pursuant to the terms and conditions of the credit cards, the creditor and any

assignee or successor-in-interest had the legal right to collect from Plaintiffs other fees on the accounts.

36. Pursuant to the terms and conditions of the credit cards, the legal right of the creditor and any assignee or successor-in-interest to collect from Plaintiffs interest on any balance carried on the accounts is not waived by the creditor or any assignee or successor-in-interest as a result of a failure by either the creditor or any assignee or successor-in-interest at any point in time to attempt to collect from Plaintiffs the aforementioned interest.

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

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

39. 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 interest and fees.

40. The Letters fail to disclose that the balance stated may increase due to interest.

41. The Letters fail to disclose that the balance stated may increase due to late fees.

42. The Letters fail to disclose that the balance stated may increase due to other fees.

43. The Letters, because of the aforementioned failures, violate 15 U.S.C. § 1692e.

44. Alternatively, even if Plaintiffs' account were not subject to continued interest pursuant to the terms and conditions of the credit cards – which they were – the accounts were subject to interest by operation of law.

45. Plaintiffs' debts were incurred pursuant to a contract between Plaintiffs and the creditor.

46. N.Y.C.P.L.R. § 5001(a) provides that interest shall be recovered upon a sum awarded because of a breach a contract.

47. An award of interest under § 5001 is mandatory.

48. N.Y.C.P.L.R. § 5001(b) provides that interest shall be computed from the earliest ascertainable date the cause of action existed.

49. The creditor and any assignee or successor-in-interest possessed a guaranteed right to interest on the Debts from, at the latest, the dates of the Letters.

50. As such, the amount stated in the Letters was subject to the accrual of interest.

51. The Letters failed to disclose that the amount stated may increase due to interest.

52. The Letters, because of the aforementioned failure, violate 15 U.S.C. § 1692e.

53. The Letters fail to disclose whether the amount stated may increase due to additional interest.

54. The Letters fail to disclose whether the amount stated may increase due to additional late fees.

55. The Letters include a settlement offer.

56. The Letters fail to indicate whether the amount stated may increase due to additional interest if the settlement is not accepted.

57. The Letters fail to indicate whether the amount stated may increase due to additional late fees if the settlement is not accepted.

58. 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.

59. The Letters, because of the aforementioned failures, and because interest and late fees were always charged on the accounts and Plaintiffs were never informed by anyone that interest and late fees would no longer be applied, and especially because of the use of the word “Current,” can reasonably be read by the least sophisticated consumer to mean that interest was still accruing.

60. The Letters, because of the aforementioned failures, and because interest and late fees were always charged on the accounts and Plaintiffs were never informed by anyone that interest and late fees would no longer be applied, and especially because of the use of the word “Current,” can reasonably be read by the least sophisticated consumer to mean that late fees were still accruing.

61. The Letters could also reasonably be read by the least sophisticated consumer to mean that interest was no longer accruing.

62. The Letters could also reasonably be read by the least sophisticated consumer to

mean that late fees were no longer accruing.

63. The Letters could reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would continue to accrue on the debt if the settlement offer was not accepted.

64. The Letters could also reasonably be read by the least sophisticated consumer to mean that interest and/or late fees would not re-commence on the debt if the settlement offer was not accepted.

65. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer's ability to respond to the settlement offer is negatively affected.

66. Because the least sophisticated consumer would not know whether, if the settlement was not accepted, interest and fees would re-commence or whether the amount of the debt was static, the consumer would be unable to determine the actual value of Defendant's settlement offer.

67. 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.

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

CLASS ALLEGATIONS

69. 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 collection letters substantially the same as those used herein, from one year before the date of this Complaint to the present.

70. 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.

71. Defendant regularly engages in debt collection.

72. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using collection letters substantially the same as those used herein.

73. 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.

74. 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.

75. 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 Defendant's 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 consumer protection laws.

JURY DEMAND

76. 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 Representatives of the Class, and Plaintiffs' 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: October 1, 2017

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 Plaintiffs
Our File No.: 113533

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

Statement Date:	03/27/17
ID Number:	6292
Original Creditor:	CAPITAL ONE N.A.
Current Creditor:	BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC
Account Number:	XXXXXXXXXXXX2951
Total Current Balance:	\$525.15



Karen Ramirez
53 Clarke St
Brentwood, NY 11717

We would like to settle your debt for only 90% of your Total Current Balance listed above.

Settlement amount \$472.64

To accept this offer, simply make sure that we receive the entire Settlement Amount on or before April 26 2017. If we receive the Settlement Amount on or before April 26 2017, and if your funds clear, we will consider your account to be settled in full and will stop all further collection efforts. **This offer expires on April 26 2017.**

We are not obligated to renew this offer. Failure to comply with the above mentioned terms will nullify the settlement arrangement.
We encourage you to call prior to making a payment intended to pay your account in full. Please contact us at 877-815-8337.

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

Sincerely,
Asset Recovery Solutions
877-815-8337, Ext. 295

Licensed by the New York City Department of Consumer Affairs, license # 1309086

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C.
§ 1692 et seq., Asset Recovery Solutions,LLC. is 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.

Asset Recovery Solutions, LLC Contacts



Hours of Operation:
Monday- Thursday 8 AM- 9 PM CT
Friday: 8 am – 5 pm CT
Saturday: 8 AM-12 CT



YOU CAN MAKE YOUR PAYMENT ONLINE AT:
<http://payments.arsllc.com/>

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Detach and Return with Payment

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
<input checked="" type="checkbox"/> VISA		<input type="checkbox"/> MasterCard
CARD NUMBER		
SIGNATURE		EXP. DATE
ID NUMBER	PAY THIS AMOUNT	AMOUNT PAID
6292	\$472.64	\$
ACCOUNT NUMBER	CURRENT CREDITOR	
XXXXXXXXXXXX2951	BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC	

Karen Ramirez
53 Clarke St
Brentwood, NY 11717-2023

Please send payments and correspondence to:
Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Statement Date:	09/26/16
ID Number:	4094
Original Creditor:	BEST BUY CO. INC
Current Creditor:	BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC
Account Number:	XXXXXXXXXXXX2701
Total Current Balance:	\$1,331.07



877-402-8335

Lisa A Caceres
35 Elm St
Ronkonkoma, NY 11779

We would like to settle your debt for only **90%** of your Total Current Balance listed above.

Settlement amount \$1,197.96

To accept this offer, simply make sure that we receive the entire Settlement Amount on or before October 26 2016. If we receive the Settlement Amount on or before October 26 2016, and if your funds clear, we will consider your account to be settled in full and will stop all further collection efforts. **This offer expires on October 26 2016.**

Failure to comply with the above mentioned terms will nullify the settlement arrangement.

We encourage you to call prior to making a payment intended to pay your account in full. Please contact us at 877-402-8335.

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

Sincerely,
Asset Recovery Solutions
877-402-8335, Ext. 460

Licensed by the New York City Department of Consumer Affairs, license # 1309086

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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.

Asset Recovery Solutions, LLC Contacts





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Monday- Thursday 8 AM- 9 PM CT
Friday: 8 am – 5 pm CT
Saturday: 8 AM-12 CT



YOU CAN MAKE YOUR PAYMENT ONLINE AT:
<http://payments.arsllc.com/>

2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Detach and Return with Payment

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
 <input type="checkbox"/> VISA		 <input type="checkbox"/> MasterCard
CARD NUMBER		
SIGNATURE		EXP DATE
ID NUMBER 4094	PAY THIS AMOUNT \$1,197.96	AMOUNT PAID \$
ACCOUNT NUMBER XXXXXXXXXXXX2701		CURRENT CREDITOR BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC

Lisa A Caceres
35 Elm St
Ronkonkoma, NY 11779-4435



Please send payments and correspondence to:



Asset Recovery Solutions, LLC
2200 E. Devon Ave Ste 200
Des Plaines, IL 60018-4501

Signature of Clerk or Deputy Clerk

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

KAREN M. RAMIREZ

(b) County of Residence of First Listed Plaintiff SUFFOLK
(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

ASSET RECOVERY SOLUTIONS, LLC

County of Residence of First Listed Defendant COOK
(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)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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)

- | | PTF | DEF | | PIF | DEF |
|-----------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------|-------------------------|-------------------------|
| 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 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="radio"/> 110 Insurance <input type="radio"/> 120 Marine <input type="radio"/> 130 Miller Act <input type="radio"/> 140 Negotiable Instrument <input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="radio"/> 151 Medicare Act <input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="radio"/> 160 Stockholders' Suits <input type="radio"/> 190 Other Contract <input type="radio"/> 195 Contract Product Liability <input type="radio"/> 196 Franchise	PERSONAL INJURY <input type="radio"/> 310 Airplane <input type="radio"/> 315 Airplane Product Liability <input type="radio"/> 320 Assault, Libel & Slander <input type="radio"/> 330 Federal Employers' Liability <input type="radio"/> 340 Marine <input type="radio"/> 345 Marine Product Liability <input type="radio"/> 350 Motor Vehicle <input type="radio"/> 355 Motor Vehicle Product Liability <input type="radio"/> 360 Other Personal Injury <input type="radio"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="radio"/> 365 Personal Injury - Product Liability <input type="radio"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="radio"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="radio"/> 370 Other Fraud <input type="radio"/> 371 Truth in Lending <input type="radio"/> 380 Other Personal Property Damage <input type="radio"/> 385 Property Damage Product Liability	<input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="radio"/> 690 Other LABOR <input type="radio"/> 710 Fair Labor Standards Act <input type="radio"/> 720 Labor/Management Relations <input type="radio"/> 740 Railway Labor Act <input type="radio"/> 751 Family and Medical Leave Act <input type="radio"/> 790 Other Labor Litigation <input type="radio"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="radio"/> 462 Naturalization Application <input type="radio"/> 465 Other Immigration Actions	<input type="radio"/> 422 Appeal 28 USC 158 <input type="radio"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="radio"/> 820 Copyrights <input type="radio"/> 830 Patent <input type="radio"/> 840 Trademark SOCIAL SECURITY <input type="radio"/> 861 HIA (1395ff) <input type="radio"/> 862 Black Lung (923) <input type="radio"/> 863 DIWC/DIWW (405(g)) <input type="radio"/> 864 SSID Title XVI <input type="radio"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="radio"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="radio"/> 871 IRS—Third Party 26 USC 7609	<input type="radio"/> 375 False Claims Act <input type="radio"/> 400 State Reapportionment <input type="radio"/> 410 Antitrust <input type="radio"/> 430 Banks and Banking <input type="radio"/> 450 Commerce <input type="radio"/> 460 Deportation <input type="radio"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="radio"/> 480 Consumer Credit <input type="radio"/> 490 Cable/Sat TV <input type="radio"/> 850 Securities/Commodities/Exchange <input type="radio"/> 890 Other Statutory Actions <input type="radio"/> 891 Agricultural Acts <input type="radio"/> 893 Environmental Matters <input type="radio"/> 895 Freedom of Information Act <input type="radio"/> 896 Arbitration <input type="radio"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="radio"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="radio"/> 210 Land Condemnation <input type="radio"/> 220 Foreclosure <input type="radio"/> 230 Rent Lease & Ejectment <input type="radio"/> 240 Torts to Land <input type="radio"/> 245 Tort Product Liability <input type="radio"/> 290 All Other Real Property	CIVIL RIGHTS <input type="radio"/> 440 Other Civil Rights <input type="radio"/> 441 Voting <input type="radio"/> 442 Employment <input type="radio"/> 443 Housing/Accommodations <input type="radio"/> 445 Amer. w/Disabilities - Employment <input type="radio"/> 446 Amer. w/Disabilities - Other <input type="radio"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="radio"/> 463 Alien Detainee <input type="radio"/> 510 Motions to Vacate Sentence <input type="radio"/> 530 General <input type="radio"/> 535 Death Penalty Other: <input type="radio"/> 540 Mandamus & Other <input type="radio"/> 550 Civil Rights <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

(See Instructions)
JUDGE

DOCKET NUMBER

DATE

October 2, 2017

SIGNATURE OF ATTORNEY OF RECORD

/s Craig B. 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.

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Proposed Class Action Filed Against Asset Recovery Solutions](#)
