

BARSHAY SANDERS, PLLC
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
Email: *ConsumerRights@BarshaySanders.com*
Attorneys for Plaintiff
Our File No.: 114370

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

Jasmine Romero, individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

Dynamic Recovery Solutions, LLC and Cavalry
SPV I, LLC,

Defendants.

Docket No:

COMPLAINT

JURY TRIAL DEMANDED

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

Jasmine Romero, 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 Dynamic Recovery Solutions, LLC and Cavalry SPV I, LLC (hereinafter referred to collectively as “*Defendants*”), 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, Defendants conducted business within the State of New York.

PARTIES

5. Plaintiff Jasmine Romero is an individual who is a citizen of the State of Florida residing in Miami-Dade County, Florida.

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

7. On information and belief, Defendant Dynamic Recovery Solutions, LLC, is a South Carolina Limited Liability Company with a principal place of business in Greenville County, South Carolina.

8. On information and belief, Defendant Cavalry SPV I, LLC, is a New York Limited Liability Company with a principal place of business in Westchester County, New York.

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

10. Defendants are “debt collectors” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendants allege Plaintiff owes a debt (“the Debt”).

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

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

14. Thereafter, at an exact time known only to Defendants, the debt was assigned or otherwise transferred to Defendants for collection.

15. In their efforts to collect the debt, Defendants contacted Plaintiff by letter (“the Letter”) dated May 4, 2017. (“**Exhibit 1.**”)

16. The letter was the initial communication Plaintiff received from Defendants.

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

18. The Letter indicates that Plaintiff’s debt is time-barred.

19. The Letter states, “The law limits how long you can be sued on a debt. Because of the age of your debt, Cavalry will not sue you for it and Cavalry will not report it to any credit reporting agency.”

20. The Letter offers Plaintiff partial payment settlement options.

21. Notwithstanding the expiration of the statute of limitations to sue to recover the debt prior to the time Defendant sent Plaintiff the Letter, the Letter fails to disclose that the consumer is not required to provide the debt collector with an admission, affirmation, or acknowledgment of the debt, a promise to pay the debt, or a waiver of the statute of limitations.

22. Notwithstanding the expiration of the statute of limitations to sue to recover the debt prior to the time Defendant sent Plaintiff the Letter, the Letter fails to disclose that if the consumer admits, affirms, acknowledges, or promises to pay the debt, the statute of limitations may restart.

23. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of any debt.

24. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

25. Defendants' conduct, as described herein, is a false representation of the legal status of the debt.

26. Defendants' conduct, as described herein, is a false representation or deceptive means to collect or attempt to collect the debt.

27. The least sophisticated consumer would likely be deceived by Defendants' conduct.

28. The least sophisticated consumer would likely be deceived in a material way by Defendants' conduct.

29. The least sophisticated consumer would likely be deceived into making a partial payment, thereby reviving the otherwise time-barred claim.

30. The least sophisticated consumer would likely be deceived into promising to make a partial payment, thereby reviving the otherwise time-barred claim.

31. Defendants' conduct violates 15 U.S.C. §§ 1692e(2)(A) and 1692e(10).

CLASS ALLEGATIONS

32. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated from whom Defendants attempted to collect a time-barred consumer debt without advising the consumer that making a partial payment and/or promising to make a partial payment could revive the otherwise time-barred claim, from one year before the date of

this Complaint to the present.

33. This action seeks a finding that Defendants' conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

34. Defendants regularly engage in debt collection.

35. The Class consists of more than 35 persons from whom Defendants attempted to collect a time-barred consumer debt without advising the consumer that making a partial payment and/or promising to make a partial payment could revive the otherwise time-barred claim.

36. 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.

37. 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.

38. 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 Defendants' 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

39. 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 Defendants' actions violate the FDCPA; and
- d. Grant damages against Defendants 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.

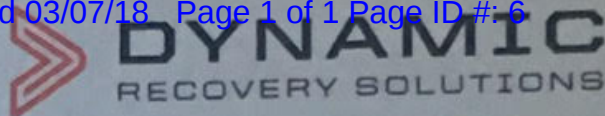
DATED: February 14, 2018

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders
Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiff
Our File No.: 114370

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

Jasmine B Romero
 11831 Sw 206th Ter
 Miami, FL 33177-5475



May 4, 2017

Original Creditor: HSBC Bank Nevada, N.A. \ Best Buy
 Original Account Number: *****1431
 Current Creditor: Cavalry SPV I, LLC
 DRS Account No.: 058408850
 Current Balance: \$1,197.67



Dear Jasmine B Romero,

We have been asked to contact you by our client, Cavalry SPV I, LLC, regarding your past due account with them. Our Client has not received payment as of the date of this letter. Therefore, the account has been placed with our office for collection.

- ① Our office will allow you to resolve your account for \$538.95. Your payment is due on June 18, 2017. We are not obligated to renew this offer. Upon receipt and clearance of your payment, this account will be considered satisfied and closed. A satisfaction letter will be issued or:
- ② Our office will allow you to resolve your account for \$598.84 in 3 payments of \$199.61. Your first payment is due on June 18, 2017. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of these three payments, this account will be considered satisfied and closed. A satisfaction letter will be issued.

Customer Service: 844-838-4048

<http://drs.cssimpact.com/negotiator/>

PO BOX 25759, GREENVILLE, SC 29616-0759

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the 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 the debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within 30 days after receipt of this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.



Scan this code with your smartphone to pay your bill online.



The law limits how long you can be sued on a debt. Because of the age of your debt, Cavalry will not sue you for it and Cavalry will not report it to any credit reporting agency.

Please Detach And Return in The Enclosed Envelope With Your Payment.

PO BOX 25759
 GREENVILLE, SC 29616-0759

Payment Options: Online - visit us at <http://drs.cssimpact.com/negotiator> • Money Gram - use code 7143
 PayPal - send payment to payment@gotodrs.com • Check or Money Order - payable to Dynamic Recovery Solutions

TO PAY BY CREDIT CARD, PLEASE COMPLETE THE SECTION BELOW				<input type="checkbox"/> VISA	<input type="checkbox"/>	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order
CARD NUMBER						EXP. DATE	
SIGNATURE						SECURITY CODE	
ACCOUNT #	CIRCLE PAYMENT OPTION		AMOUNT				

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suit Claims Debt Collectors Sent Misleading Letter Regarding Time-Barred Debt](#)
