

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

HAMEED SAIFI, on behalf of himself and
all others similarly situated,

Plaintiffs,

-against-

ALLTRAN FINANCIAL, LP

Defendant.

**CLASS ACTION COMPLAINT
AND
DEMAND FOR JURY TRIAL**

Plaintiff HAMEED SAIFI (hereinafter, “Plaintiff”), a New York resident, brings this amended class action complaint by and through his attorneys, Shalom Law, PLLC, against Defendant ALLTRAN FINANCIAL, LP (“Defendant”), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted § 1692 *et seq.* of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act (“FDCPA”) in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. § 1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws... [we]re inadequate to protect consumers,” and that “the effective collection of debts” does not require “misrepresentation or other abusive debt collection practices.” 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the FDCPA was not only to eliminate abusive debt collection practices, but also to “insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.” *Id.*; § 1692(e). After determining that the existing consumer protection laws were inadequate, Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.*; § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action under 28 U.S.C. § 1331, 15 U.S.C. § 1692 *et seq.* and 28 U.S.C. § 2201. If applicable, the Court also has pendent jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of New York consumers seeking redress for Defendant’s actions of using a misleading, deceptive, unfair and unconscionable means to collect a debt.
6. Defendant's actions violated § 1692 *et seq.*, of the FDCPA, which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.
7. Plaintiff is seeking damages, and declaratory and injunctive relief.

PARTIES

8. Plaintiff is a natural person and a resident of the State of New York and is a “Consumer” as defined by 15 U.S.C. §1692a(3).
9. Defendant is a collection agency with its principal office located in Houston, TX.

10. Upon information and belief, Defendant is a company that uses the mail, telephone, and facsimile, and regularly engages in business, the principal purpose of which is to attempt to collect debts alleged to be due another.
11. Defendant is a “debt collector” as defined under the FDCPA under 15 U.S.C. § 1692a(6).

CLASS ALLEGATIONS

12. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “11” herein with the same force and effect as if set forth at length herein.
13. Plaintiff brings claims, pursuant to the Fed. R. Civ. P. 23(a) and 23(b)(3), individually and on behalf of the following consumer class (the “Class”).
14. The Class consists of (a) all individuals with addresses in Nassau County within the State of New York (b) who were sent a collection letter from Defendant, (c) attempting to collect a consumer debt owed to American Express (d) which was accruing interest and/or other fees, (e) which did not disclose that interest and/or fees were accruing (f) which was sent on or after a date one year prior to filing this action and on or before a date 21 days after filing this action. The class definition may be subsequently modified or refined.
15. The identities of all Class members are readily ascertainable from Defendant’s records and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.
16. Excluded from the Class are the Defendants and all officers, members, partners, managers, directors, and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
17. There are questions of law and fact common to the Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the

Defendant's written communications to consumers, in the form attached as **Exhibit A**, violate 15 U.S.C. § 1692e and 1692g.

18. The Plaintiff's claims are typical of the Class members, as all are based upon the same facts and legal theories.
19. The Plaintiff will fairly and adequately protect the interests of the Class defined in this complaint. The Plaintiff has retained counsel with experience handling in consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor his attorneys have any interests, which might cause them not to vigorously pursue this action.
20. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Fed. R. Civ. P. 23 because there is a well-defined community interest in the litigation:
 - a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Class defined above are so numerous that joinder of all members would be impractical.
 - b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Class and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the form attached as **Exhibit A**, violate 15 U.S.C. § 1692e and 1692g.
 - c. **Typicality:** The Plaintiff's claims are typical of the claims of the Class members. The Plaintiff and all members of the Class have claims arising out of the Defendant's common uniform course of conduct complained of

herein.

- d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the Class members insofar as Plaintiff has no interest that are adverse to the absent Class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor his counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.
- e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense.

- 21. Certification of a class under Fed. R. Civ. P. 23(b)(3) is also appropriate in that the questions of law and fact are common to all members of the Class and predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
- 22. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

ALLEGATIONS OF FACT

- 23. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “22” herein with the same force and effect as if set forth at length herein.

24. Some time prior to December 28, 2017, an obligation was allegedly incurred to American Express Co. (“American Express”).
25. The American Express obligation arose out of a credit card that the Plaintiff opened to pay for personal and household expenses.
26. The alleged American Express obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).
27. American Express is a "creditor" as defined by 15 U.S.C. § 1692a(4).
28. American Express then contracted the Defendant to collect the alleged debt.
29. Defendant contends that the American Express debt is past due.
30. Defendant is a company that uses mail, telephone or facsimile in a business the principal purpose of which is the collection of debts, or that regularly collects or attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors.
31. On or about December 28, 2017, the Defendant caused to be delivered to the Plaintiff a collection letter in an attempt to collect the alleged American Express debt. *See Exhibit A.*
32. Upon information and belief, the December 28, 2017 letter was the first communication between the Defendant and Plaintiff regarding the American Express debt.
33. The December 28, 2017 letter was sent or caused to be sent by persons employed by Defendant as a “debt collector” as defined by 15 U.S.C. §1692a(6).
34. The December 28, 2017 letter is a “communication” as defined by 15 U.S.C. §1692a(2).
35. The Plaintiff received and read the Letter sometime after December 28, 2017.
36. The Letter attached as **Exhibit A** states in relevant part:

As of the date of this letter, you owe \$94,016.13.

37. Nowhere does the Letter attached as **Exhibit A** state, inform, or otherwise disclose that the alleged balance of \$94,016.13 may increase due to interest and/or fees.
38. Interest and/or fees are in fact accruing on the Debt.
39. The Letter does not state that the holder of the debt would accept payment of the \$94,016.13 amount in full satisfaction of the debt if payment is made by a specified date.
40. On January 29, 2018, plaintiff received a subsequent collection letter from the Defendant attempting to collect on the same American Express debt with account number ending in 3008.
See Exhibit B.
41. The January 29, 2018 collection letter from the Defendant informed the Plaintiff that he had a balance of \$95,623.13.
42. The American Express balance increased by \$1,607.00, from \$94,016.13 to \$95,623.13 due to the accrual of interest and/or other fees.
43. Plaintiff believed from reading the letter attached as **Exhibit A** that the Current Balance of \$94,016.13 was static, and that his payment of that amount would satisfy the Debt irrespective of when the payment was remitted.
44. At all relevant times, Plaintiff was being contacted by more than one debt collector.
45. Plaintiff attempted to prioritize paying off her debts by focusing foremost on those debts with the highest interest rates.
46. However, Plaintiff was hampered from prioritizing her debts due to Defendant's dunning collection letter which did not disclose that interest and fees may accrue in the future.
47. Defendant's failure to disclose that the subject debt may accrue interest and fees materially harmed Plaintiff in her ability to properly allocate her limited funds.

48. As a result, Plaintiff was unsure which debts to prioritize, thereby damaging her in the process.

As a result, Plaintiff was materially harmed by Defendant's actions.

49. By failing to disclose that the subject debt may accrue interest and fees, the Defendant caused the Plaintiff a real risk of harm.

First Count

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. §1692e *et seq.*

50. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “50” herein with the same force and effect as if set forth at length herein.

51. Defendant’s debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

52. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false, misleading and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

53. The Defendant violated said section in its letter to the Plaintiff by:

- a. Using a false, deceptive, and misleading representations or means in connection with the collection of a debt;
- b. Falsely representing the amount of the alleged debt in violation of 1692e(2)(A);
- c. Making a false representation or using deceptive means to collect a debt in violation of 1692e(10).

54. In considering whether a collection notice violates Section 1692e, Courts in the Second Circuit apply the "least sophisticated consumer" standard. *Clomon v. Jackson*, 988 F.2d 1314, 1318 (2d Cir. 1993).

55. The Defendant violated §1692e(2)(A) and §1692e(10) and by asserting flatly in **Exhibit A** that the Current Balance was a sum certain, and by failing to inform Plaintiff that the Current Balance may increase due to interest and/or other charges when in fact the Debt was actually increasing due to interest and/or other charges. This assertion was untrue and known to be untrue because Defendant was hired to collect a debt that Defendant knew would increase by the amount of interest and/or fees accrued.
56. The Defendant's Letter attached as **Exhibit A** is misleading within the meaning of 15 U.S.C §1692e because a reasonable consumer could read the Letter and be misled into believing that she could pay her debt in full by paying the "Balance Due" listed on the letter. In fact, however, because interest and/or other fees on the Debt were accruing, a consumer who paid the "Balance Due" stated in the letter would not have paid the debt in full. Defendant (as evidenced by **Exhibit B**) could still and was in fact seeking to collect interest and/or fees that had accumulated on the Debt after the Letter was sent to Plaintiff.
57. The Second Circuit Court of Appeals has held that a collection letter like the one attached as **Exhibit A**, which seeks to collect a debt that is increasing because of interest and/or other fees, violates the FDCPA unless it notifies consumers of their account balance and discloses that the balance may increase due to interest and fees. *Avila v Riexinger & Associates, LLC*, 2016 WL 1104776 (2d. Cir. March 22, 2016) ("Because the statement of an amount due, without notice that the amount is already increasing due to accruing interest or other charges, can mislead the least sophisticated consumer into believing that payment of the amount stated will clear her account, we hold that the FDCPA requires debt collectors, when they notify consumers of their account balance, to disclose that the balance may increase due to interest and fees. We think that requiring such disclosure best achieves the Congressional purpose of full and fair

disclosure to consumers that is embodied in Section 1692e. It also protects consumers such as plaintiffs who may hold the reasonable but mistaken belief that timely payment will satisfy their debts”)

58. Like in Avila, Defendant has violated the FDCPA because the amount of Plaintiff’s Debt was in fact increasing due to interest and/or other fees, and the Letter attached as **Exhibit A** does not disclose or otherwise state that the Debt may increase because of interest and/or other fees, nor does the letter use the “safe harbor” language discussed in Avila. Furthermore, the Letter does not state that the holder of the debt would accept payment of the \$778.00 amount in full satisfaction of the debt if payment is made by a specified date. Therefore, like the letter at issue in Avila, Defendant’s Letter attached as **Exhibit A** similarly violates the FDCPA for the same reasons.

59. Plaintiff has alleged a concrete harm because the FDCPA creates a substantive right under §1692e to be free from abusive debt communications and Defendant’s violations of the FDCPA results in concrete harm to Plaintiff. See, *Cohen v. Rosicki, Rosicki & Associates, P.C.* 897 F.3d 75 (2d. Cir. July 23, 2018)

60. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

Second Count

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. §1692g *et seq.*

61. Plaintiff repeats and realleges the allegations contained in paragraphs numbered “1” through “60” herein with the same force and effect as if set forth at length herein.

62. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.
63. Pursuant to 15 U.S.C. § 1692g, a debt collector must, within five days of its initial communication with the debtor, accurately and unambiguously state the amount of the debt owed.
64. The Defendants violated said section in its letter to the Plaintiff by failing to disclose the amount of debt is subject to the accrual of interest and/or other fees.
65. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692g *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and Shalom Law, PLLC, as Class Counsel;
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
- (d) Awarding pre-judgment interest and post-judgment interest; and
- (e) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

SHALOM LAW, PLLC

Dated: Brooklyn, New York
December 20, 2018

By: /s/ Jonathan Shalom
Jonathan Shalom, Esq.
Shalom Law, PLLC
124-04 Metropolitan Avenue
Kew Gardens, New York 11415
Phone: (718) 971-9474
Fax: (718) 865-0943
Email: jshalom@jonathanshalomlaw.com
Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

/s/ Jonathan Shalom
Jonathan Shalom, Esq.

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

HAMEED SAIFI, on behalf of himself and all others similarly situated,

Plaintiff(s)

v.

ALLTRAN FINANCIAL, LP

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALLTRAN FINANCIAL, LP
C/O CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK 10011

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:

SHALOM LAW, PLLC.
124-04 Metropolitan Avenue
Kew Gardens, NY 11415

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.

DOUGLAS C. PALMER
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:

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

HAMEED SAIFI, on behalf of himself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Nassau (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

SHALOM LAW, PLLC; 124-04 Metropolitan Avenue, Kew Gardens, NY 11415 (718) 971-9474

DEFENDANTS

ALLTRAN FINANCIAL, LP,

County of Residence of First Listed Defendant (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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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: Defendant violated the FDCPA

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 12/20/18 SIGNATURE OF ATTORNEY OF RECORD /s/ Jonathan Shalom

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, Jonathan Shalom, 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 Question of law rather than questions of fact predominates

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:

NONE

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, specify the County in which the offending communication was received: NASSAU COUNTY

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/ Jonathan Shalom

December 28, 2017

ADDRESS SERVICE REQUESTED



Hameed Saifi
LYNBROOK NY 11563-4029



Alltran Financial, LP

Creditor: American Express Co.
Account: XXXXXXXXXXX03008
Alltran ID: [REDACTED]
Balance Due as of December 28, 2017: \$94,016.13
Partial Account Number for Your Security

Alltran Financial, LP
PO BOX 722929
HOUSTON TX 77272-2929

Please detach at perforation and return with your payment.

Dear Hameed Saifi,

This agency has been retained by American Express Co. to help collect your balance. As of the letter date above, you owe \$94,016.13.

To resolve your balance, please contact DONNY D NGUYEN at 866-740-3108, extension 3383 during the office hours listed below.

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 the thirty day period that the debt, or any portion thereof, is disputed, 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. If you request this office in writing within 30 days from receiving this notice, this office will provide you the name and address of the original creditor, if different from the current creditor.

Please see the reverse side of this letter for important notices concerning your rights.

Sincerely,

DONNY D NGUYEN
Alltran Financial, LP
P.O. Box 722929
HOUSTON TX 77272-2929

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

Looking for a secure and more convenient way to pay your account? Make payments with your Debit Card using your mobile phone or other electronic device at www.alltranfinancialpay.com to take advantage of this simple and free service available 24 hours a day.

Office Hours (all times Central)

Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

If you write to us and ask us to stop communicating with you about this debt, we will, but if you owe this debt, you will still owe it and the debt me still be collected from you. If you have a complaint about the way we are collecting this debt, you may write to our Contact Center, 5800 Nor Course Drive, Houston, TX 77072 or call our toll-free Complaint Hotline at (800) 326-8040 between 7 AM and 4 PM (Central Time) Monday-Friday.

California

The State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 A.M. or after 9 P.M. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have a reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877- FTC-HELP or WWW.FTC.GOV.

Colorado

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTIONS PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

Colorado Manager, Inc., BUILDING B, 80 Garden Center STE 3, Broomfield, CO 80020 - (303) 920-4763

Massachusetts

If you notify this office within 30 days after receiving this notice that the debt or any portion thereof is disputed, this office will obtain verification of the debt and provide to you or your attorney, additional information described in 940 CMR 7.08(2).

Minnesota

THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

New York

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); | 7. Workers' compensation benefits; |
| 2. Social security; | 8. Public or private pensions; |
| 3. Public assistance (welfare); | 9. Veterans' benefits; |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants, and federal work study funds; and |
| 5. Unemployment benefits; | 11. Ninety percent of your wages or salary earned in the last sixty days. |
| 6. Disability benefits; | |

New York City

NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS LICENSE NUMBER 1304511, 1304544, 1304538.

North Carolina

Alltran Financial, LP holds North Carolina Department of Insurance Permit Numbers 103199, 103166, 103195.

Tennessee

THIS COLLECTION AGENCY IS LICENSED BY THE COLLECTION SERVICE BOARD OF THE DEPARTMENT OF COMMERCE AND INSURANCE.

PO BOX 4043
CONCORD CA 94524-4043



January 29, 2018

ADDRESS SERVICE REQUESTED

Alltran Financial, LP

Creditor: American Express Co.
Account: XXXXXXXXXXX03008
Alltran ID: [REDACTED]
Total Balance Due as of January 29, 2018: \$95,623.13
Partial Account Number for Your Security



Hameed Saifi

[REDACTED]
LYNBROOK NY 11563-4029



Alltran Financial, LP
PO BOX 722929
HOUSTON TX 77272-2929

Your Attention is Requested

**Pay \$3,578.34 by 02/12/2018 and
Temporarily Prevent Your Account from Going Further Past Due**

Dear Hameed Saifi:

As of the date of this communication the Total Balance Due on your account is \$95,623.13. While you are responsible for the Total Balance Due, did you know that a payment of \$3,578.34 by 02/12/2018 will temporarily keep your account from going further past due?

Please be advised that American Express will report your account(s) to the credit reporting agencies in accordance with their standard credit reporting practices. This includes delinquencies and status changes that may be reflected on your credit report.

Please make this payment and call us as soon as possible at 866-740-3108, ext. 3383 to discuss this matter and your payment options. We are available to assist you at the office hours listed below.

Your prompt attention is requested.

As of the date of this letter, you owe \$95,623.13. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment. For further information, write the undersigned or call 866-740-3108, ext. 3383.

Sincerely,

DONNY D NGUYEN
866-740-3108, ext 3383

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

Office Hours (all times Central)
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Alltran Financial Failed to Disclose Accruing Interest in Collection Notice, Lawsuit Alleges](#)
