

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF YORK**

THOMAS TAGNEY, on behalf of himself and
all others similarly situated,

Plaintiff(s),

-against-

GROSS POLOWY, LLC; CALIBER HOME
LOANS, and JOHN DOES 1-25,

Defendant(s).

Civil Case Number: _____

CIVIL ACTION

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

Plaintiff, THOMAS TAGNEY, on behalf of himself and all others similarly situated (hereinafter “Plaintiff”) by and through his undersigned attorney, alleges against the above-named Defendants, GROSS POLOWY, LLC (“GROSS”); CALIBER HOME LOANS (“CALIBER”); and John Does 1-25, collectively (“Defendants”) their employees, agents, and successors the following:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory and injunctive relief arising from the Defendants' violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because the acts and transactions that give rise to this action occurred, in substantial part, in this district.

DEFINITIONS

4. As used in reference to the FDCPA, the terms “creditor,” “communication” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

6. Plaintiff is a natural person and a resident of the State of New York, County of Nassau, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. GROSS is a law firm with offices located at 1775 Wehire Drive, Suite 100, Williamsville, New York 14221.

8. Upon information and belief, Defendant GROSS is a law firm 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.

9. Defendant GROSS is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6)

10. CALIBER is a foreign corporation with its principal executive office located at 3701 Regent Blvd., Suite 200, Irving, Texas 75063.

11. Upon information and belief, Defendant CALIBER 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.

12. Defendant CALIBER is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6).

13. John Does 1-25, are fictitious names of individuals and businesses alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

AGENCY ALLEGATIONS

14. Plaintiff is informed and believes and thereon alleges that all times herein mentioned each Defendant was acting as the agent, servant, employee, partner, co-conspirator, and/or joint venturer of each remaining Defendant.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of himself and all consumers and their successors in interest (the “Class”), who have received debt collection letters and/or notices from the Defendants which are in violation of the FDCPA, as described in this Complaint.

16. This Action is properly maintained as a class action. The Class consists of:

- All New York consumers who were sent letters and/or notices from GROSS, concerning a debt owed to CALIBER, which included the alleged conduct and practices described herein.
- The class definition may be subsequently modified or refined.
- The Class period begins one year to the filing of this Action.

17. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who have received debt collection letters and/or notices from the Defendants that violate specific provisions of the FDCPA. Plaintiff is complaining of standard form letters and/or notices that are sent to hundreds of persons (*See Exhibit A, and Exhibit B*, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy);
- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:
 - a. Whether Defendants violated various provisions of the FDCPA;
 - b. Whether Plaintiff and the Class have been injured by Defendants' conduct;
 - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
 - d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.

- Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
- Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
- A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.
- A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendants' conduct is allowed to proceed without remedy they will continue to reap and retain the proceeds of their ill-gotten gains.
- Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

STATEMENT OF FACTS

18. Plaintiff is at all times to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. §1692a(3).

19. Sometime prior to March 20, 2013, Plaintiff allegedly incurred a financial obligation to J.P. Morgan Chase Bank, N.A. ("Chase").

20. The Chase obligation arose out of a transaction in which money, property, insurance or services, which are the subject of the transaction, are for primarily for personal, family or household purposes.

21. The Chase obligation arose out a transaction which was for Plaintiff personal use and purpose.

22. The Chase obligation did not arise out of a commercial transaction.

23. The Chase obligation did not arise out of a non-personal transaction.

24. On or before March 20, 2013, Chase alleged that Plaintiff's account was delinquent.

25. At some time prior to April 23, 2013, the Chase obligation was assigned to VERICREST FINANCIAL ("VERICREST") for the purpose of collections.

26. At the time VERICREST received assignment of the Chase obligation, said obligation was past due.

27. At the time VERICREST received assignment of the Chase obligation, said obligation was in default.

28. At some prior to July 1, 2017 the Chase obligation was assigned and/or sold to CALIBER.

29. At the time CALIBER acquired the Chase obligation, such obligation was past due.

30. At the time CALIBER acquired the Chase obligation, such obligation was in default.

31. CALIBER collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and Internet.

32. CALIBER is a “debt collector” as defined by 15 U.S.C. §1692a(6).

33. On or before May 15, 2018 CALIBER placed the Chase Obligation with GROSS for the purpose of collection.

34. GROSS collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and Internet.

35. GROSS is a “debt collector” as defined by 15 U.S.C. §1692a(6).

36. On or about May 15, 2018, Defendant GROSS, caused to be delivered to Plaintiff an initial communication concerning the alleged debt. A copy of said letter is annexed hereto as Exhibit A, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff’s privacy.

37. The May 15, 2018, Letter was sent or caused to be sent by persons employed by GROSS as a “debt collector” as defined by 15 U.S.C. §1692a(6).

38. The May 15, 2018, letter is a “communication” as defined by 15 U.S.C. §1692a(2).

39. Upon receipt of the GROSS letter dated May 15, 2018, Plaintiff read said letter.

40. GROSS contends that the alleged obligation is in default.

41. The first page of the May 15, 2018 letter stated in part:

Gross Polowy, LLC represents CALIBER HOME LOANS, INC. regarding the payment default on the mortgage loan for the property located at XXXXXXXXXXXX.

The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

42. The second page of the May 15, 2018 stated in part:

If you do not notify us in writing within thirty days after receipt of this letter that you dispute the validity of this debt, or any portion thereof, the debt will be assumed by us to be valid.

43. On or about June 12, 2018, Defendant GROSS, caused to be delivered to Plaintiff a collection letter in an attempt to collect the alleged debt. A copy of said letter is annexed hereto as Exhibit B, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy.

44. The June 12, 2018 letter was sent or caused to be sent by persons employed by GROSS as a "debt collector" as defined by 15 U.S.C. §1692a(6).

45. The June 12, 2018 letter is a "communication" as defined by 15 U.S.C. §1692a(2).

46. Upon receipt of the GROSS letter dated June 12, 2018, Plaintiff read said letter.

47. The June 12, 2018 letter stated in part:

Despite this demand for payment, if any portion of this claim is disputed, you must notify us in writing, within 30 days, indicating the nature of the dispute as to the amount due or any portion thereof. If we do not hear from you within 30 days, we will assume the debt to be valid as stated in the letter. If you indicate a dispute, we will provide you with the evidence concerning the validity of the debt. Upon your writing request, and within the 30-day period, we shall provide you the name and address of the original creditor if different from the current creditor. In addition, you are entitled to an accounting of the unpaid indebtedness.

POLICIES AND PRACTICES COMPLAINED OF

48. It is Defendants' policy and practice to send written collection communications, in the form annexed hereto as Exhibit A, and Exhibit B, which violate the FDCPA, by inter alia:

- (a) Failing to provide the proper notices in their initial communication with the consumer pursuant to 15 U.S.C. 1692g(a) *et seq.*;
- (b) Using false representations or deceptive means to collect or attempt to the debt;

49. On information and belief, Defendants sent a written communication, in the form annexed hereto as Exhibit A, and Exhibit B to at least 40 natural persons in the State of New York.

COUNT I

**FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692
VIOLATION OF 15 U.S.C. §1692et seq.**

50. Plaintiff repeats the allegations contained in paragraphs 1 through 49 as if the same were set forth at length.

51. Collection letters and/or notices such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

52. Section 1692g of the FDCPA states the following in relevant part:

- (a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

53. Defendants violated 15 U.S.C 1692g(a)(3) by stating in the May 15, 2018 letter to Plaintiff:

If you do not notify us *in writing* within thirty days after receipt of this letter that you dispute the validity of this debt, or any portion thereof, the debt will be assumed by us to be valid. [emphasis added].

54. Section 1692g(a)(3) of the FDCPA, does not require that Plaintiff's dispute be in writing.

55. By requiring that Plaintiff's dispute must be in writing, in the May 15, 2018 letter, Defendants failed to properly provide the required Section 1692g(a)(3) notice.

56. By requiring that Plaintiff's dispute must be in writing, in the May 15, 2018 letter, Defendants failed to effectively provide notice to the least sophisticated consumer of his right and/or method id disputing the debt.

57. Defendants further violated 15 U.S.C 1692g(a)(3) by stating in the June 12, 2018 letter to Plaintiff:

Despite this demand for payment, if any portion of this claim is disputed, you must notify us in writing, within 30 days, indicating the nature of the dispute as to the amount due or any portion thereof. If we do not hear from you within 30 days, we will assume the debt to be valid as stated in the letter. [emphasis added].

58. Section 1692g(a)(3) of the FDCPA, does not require that Plaintiff's dispute be in writing.

59. Section 1692g(a)(3) of the FDCPA, does not require that Plaintiff indicate the "nature of the dispute" as to the amount due or any portion thereof.

60. Defendants further violated 15 U.S.C 1692g(a)(3) by stating in the June 12, 2018 "Despite this demand for payment, if any portion of this claim is disputed, you must notify us in writing, within 30 days" without informing the least sophisticated consumer when the "30-days" commences.

61. The least sophisticated consumer upon reading the June 12, 2018 letter would be confused as to whether the "30-days" runs from the date of the letter or from the date of receipt of the letter.

62. The least sophisticated consumer upon reading the June 12, 2018 letter would be confused as to whether "30-days" is in addition to the thirty-days period as set forth in the May 15, 2018 letter.

63. The least sophisticated consumer upon reading the May 15, 2018 letter and the June 12, 2018, which are less than thirty days apart from each other, would be confused as to the when his dispute period begins and when it terminates.

64. Section 1692e(10) of the FDCPA prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt.

65. The least sophisticated consumer upon reading the May 15, 2018 letter and the June 12, 2018, which are less than thirty days apart from each other, would be confused as to the when his dispute period begins and when it terminates.

66. The least sophisticated consumer upon reading the May 15, 2018 letter and the June 12, 2018, which are less than thirty days apart from each other can be read to have two or meanings, at least one of which is inaccurate.

67. The least sophisticated consumer upon reading the May 15, 2018 letter and the June 12, 2018, which are less than thirty days apart from each other would be confused as to whether:

- a.) The thirty-day dispute period starts upon his receipt of the May 15, 2018 letter; or
- b.) The thirty-day dispute period starts “30-days” from the date of the June 12, 2018 letter.

68. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors.

69. Plaintiff and others similarly situated have a right to free from abusive debt collection practices by debt collectors.

70. Plaintiff and others similarly situated have a right to receive proper notices mandated by the FDCPA.

71. Plaintiff and others similarly situated were sent letters which have the propensity to affect their decision-making with regard to the debt.

72. Plaintiff and others similarly situated have suffered harm as a direct result of the abusive, deceptive and unfair collection practices described herein.

73. Plaintiff and others similarly situated have suffered harm as a direct result of the abusive, deceptive and unfair collection practices described herein

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 her attorneys as Class Counsel;
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff and the Class actual damages;
- (d) Awarding pre-judgment interest;
- (e) Awarding post-judgment interest.
- (f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and
- (g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: July 3, 2018

s/ Joseph K. Jones
Joseph K. Jones, Esq.
JONES, WOLF & KAPASI, LLC
One Grand Central Place
60 East 42nd Street, 46th Floor
New York, New York 10165
(646) 459-7971 telephone
(646) 459-7973 facsimile
jkj@legaljones.com

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/ Joseph K. Jones
Joseph K. Jones, Esq.

Exhibit

A



1775 Wehrle Drive, Suite 100
Williamsville, New York 14221
Phone (716)204-1700
Fax (716)204-1702
<http://www.GrossPolowy.com/>

DEBT VALIDATION NOTICE
THIS IS NOT A PAYOFF STATEMENT OR A DEMAND FOR PAYMENT

May 15, 2018

Thomas Tangney
[REDACTED]

Re: Creditor: CALIBER HOME LOANS, INC.

Property: [REDACTED]

Loan No.: [REDACTED]

Case Ref No: [REDACTED]

Dear Thomas Tangney:

Gross Polowy, LLC represents CALIBER HOME LOANS, INC. regarding the payment default on the mortgage loan for the property located at [REDACTED]

Please be advised that as of May 10, 2018, the total amount of debt due on the mortgage loan is \$332,593.79, comprised of the following:

Principal Amount	\$306,940.93
Interest	\$10,609.78
Late charges	\$528.87
Included Inspection Fees	\$480.00
Escrow Items advanced on your behalf	\$14,034.21
Credits to Borrower	\$0.00

TOTAL	\$332,593.79
--------------	---------------------

If you have been granted a discharge in bankruptcy, CALIBER HOME LOANS, INC. does not seek to hold you personally liable for the debt and this is not a demand for payment or attempt to collect the debt.

Because of interest, late charges, property tax advances, property insurance advances and other charges allowed by the note and mortgage that may vary from day to day, the amount due on the date

The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

payment is made may be greater than the total set forth above. Accordingly, if the amount shown above is paid, an adjustment may be necessary after payment is received for the loan to be paid in full. If this occurs we will inform you before depositing the payment.

If you do not notify us in writing within thirty days after receipt of this letter that you dispute the validity of this debt, or any portion thereof, the debt will be assumed by us to be valid. If you do notify us in writing within thirty days after receipt of this letter that you dispute the debt or any portion thereof, we will obtain verification of the debt and mail you a copy. In addition, upon your written request within thirty days after receipt of this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.


Please note that commencement of a foreclosure law suit against you by the creditor has no effect on your right to dispute the debt within thirty days after receipt of this letter, and if you do dispute the debt the information referenced above will still be provided to you. If a foreclosure law suit is filed against you, disputing the validity or amount of the debt does not affect your dealings with the Court or change the time period that you must respond to the Complaint. The Summons is official process from the Court and you must follow its instructions even if you dispute the debt. This communication also does not affect my relations with the Court. As a lawyer, I may file papers in the suit according to the Court's rules and the Judge's instructions.

This communication pertains to your dealings with the law firm of Gross Polowy, LLC and its employees as a debt collector.

If you are an active military service member it is important that you contact us.

For further information, call our office at (716)204-1700.

Very truly yours,


By: Ross Eisenberg, Esq.
Gross Polowy, LLC

The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

Exhibit

B



1775 Wehrle Drive, Suite 100
Williamsville, New York 14221
Phone (716)204-1700
Fax (716)204-1702
<http://www.GrossPolowy.com/>

June 12, 2018

REGULAR MAIL AND CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Thomas Tangney
[REDACTED]

Re: [REDACTED]

Case Ref No: [REDACTED]

Premises: [REDACTED]

Dear Thomas Tangney:

This office is counsel to Caliber Home Loans, Inc. in the above matter. Due to your failure to make payments due under the note, Caliber Home Loans, Inc. has declared the above referenced loan in default and has authorized the sale by public auction of the security consisting of 145 shares of common stock in 840 Owners Ltd. and all rights title and interest in and to a proprietary lease between corporation and debtor for UNIT 4F in a building known as and by the street address [REDACTED] together with fixtures and articles of personal property now or hereafter affixed to or used in connection with UNIT 4F that it holds as collateral for the debt, the estimated value of which is \$338,572.71.

Please take notice that the pursuant to section 9-610 [NYCLS] of the Uniform Commercial Code and the terms of the Security Agreement executed by you on January 30, 2017, the stock in the cooperative will be sold by auction at a public sale, on July 19, 2018 at 10:00AM at Calendar Control Part (CCP) Courtroom of the Supreme Court, 100 Supreme Court Drive, Mineola, NY 11501 by Kim Carrino. A copy of the notice of sale is attached hereto. The terms of sale will be available at sale or from this office upon request.

If you wish to protect your interest in the collateral, you are urged to remit the full balance due before the scheduled sale date, and to promptly notify this office. The balance due as of this letter is:

Principal	\$306,940.93
Interest at 5% from 09/01/2017 up to and including 7/19/2018 (321 days)	\$13,528.61
Late Charges	\$528.87
Maintenance Advance	\$14,034.21
Advances	\$3,540.09
Total due as of the date of this notice	\$338,572.71

In addition, you are responsible for all costs and disbursements permitted by law. Call this office for exact figures of the total amount due before remitting a certified check payable to GROSS POLOWY, LLC.

If there is any deficiency due after the sale you will be liable for payment of that amount.

The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

Despite this demand for payment, if any portion of this claim is disputed, you must notify us in writing, within 30 days, indicating the nature of the dispute as to the amount due or any part thereof. If we do not hear from you within 30 days, we will assume the debt to be valid as stated in this letter. If you indicate a dispute, we will provide you with the evidence concerning the validity of the debt. Upon your written request, and within the 30-day period, we shall provide you with the name and address of the original creditor if different from the current creditor. In addition, you are entitled to an accounting of the unpaid indebtedness.

If you have any questions, please contact this office.

Very truly yours,

GROSS POLOWY, LLC
Attorney for Caliber Home Loans, Inc.

The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

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

THOMAS TAGNEY, 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)
JONES, WOLF & KAPASI, LLC
60 East 42nd. Street, 46th Floor
New York, NY 10165 (646) 459-7971

DEFENDANTS

GROSS POLOWY, LLC; CALIBER HOME LOANS, and JOHN DOES 1-25

County of Residence of First Listed Defendant out-of-state
(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		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. 1692 et seq

Brief description of cause:

Violations of the Fair Debt Collection Practices Act.

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

07/03/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Joseph K. Jones

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, Joseph K. Jones, 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
This action is filed as a class action

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? 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? 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

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/ Joseph K. Jones

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-3859

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:

Print

Save As...

Reset

Eastern District of New York

Civil Action No. 18-cv-3859

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-3859

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Gross Polowy, Caliber Home Loans Hit with Debt Collection Class Action](#)
