BARSHAY SANDERS, PLLC

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Attorneys for Plaintiff
Our File No.: 110721

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

Christine M. Taylor, individually and on behalf of all others similarly situated,

Plaintiff,

VS.

Northland Group, Inc.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Christine M. Taylor, 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 Northland Group, Inc. (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 Christine M. Taylor is an individual who is a citizen of the State of New York residing in Suffolk County, New York.
 - 6. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).
- 7. On information and belief, Defendant Northland Group, Inc., is a Minnesota Corporation with a principal place of business in Hennepin County, Minnesota.
- 8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.
 - 9. Defendant is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

- 10. Defendant alleges Plaintiff owes a debt ("the debt").
- 11. The debt was primarily for personal, family or household purposes and is therefore a "debt" as defined by 15 U.S.C. § 1692a(5).
 - 12. Sometime after the incurrence of the debt Plaintiff fell behind on payments owed.
 - 13. The debt was incurred on a credit card issued by Capital One Bank, N.A.
 - 14. At all relevant times herein, Plaintiff's debt accrued, and was subject to, interest.
 - 15. At all relevant times herein, Plaintiff's debt accrued, and was subject to, late fees.
- 16. Thereafter, at an exact time known only to Defendant, the debt was assigned or otherwise transferred to Defendant for collection.
- 17. In its efforts to collect the debt, Defendant contacted Plaintiff by letter ("the letter") dated March 12, 2016. ("Exhibit 1.")
 - 18. The letter was the initial communication Plaintiff received from Defendant.
 - 19. The letter is a "communication" as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT Validation of Debts

- 20. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
- 21. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the

consumer a written notice containing certain enumerated information.

- 22. The written notice must contain the amount of the debt.
- 23. The written notice must contain the name of the creditor to whom the debt is owed.
- 24. The written notice must contain 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.
- 25. The written notice must contain 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.
- 26. The written notice must contain 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.
- 27. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.
- 28. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.
- 29. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed by other collection activities during the 30-day validation period following the communication.
- 30. A collection activity or communication overshadows or contradicts the validation notice if it would make the "least sophisticated consumer" uncertain or confused as to her rights.
- 31. Demanding payment without explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.
- 32. Demanding payment without providing transitional language explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.

- 33. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representations or means in connection with the collection of any debt.
- 34. The question of whether a collection letter is deceptive is determined from the perspective of the "least sophisticated consumer."
- 35. 15 U.S.C. § 1692e(3) prohibits a debt collector from using the false representation or implication that any individual is an attorney or that any communication is from an attorney.
- 36. 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.
 - 37. The letter includes a threat of legal action.
- 38. The threat would likely make the least sophisticated consumer uncertain as to her rights.
- 39. The threat would likely make the least sophisticated consumer confused as to her rights.
 - 40. The threat would likely make the least sophisticated feel threatened.
 - 41. The threat would likely make the least sophisticated feel intimidated.
- 42. The threat would likely lead the least sophisticated consumer believe that if payment is not issued, legal action is imminent.
 - 43. The threat made Plaintiff uncertain as to her rights.
 - 44. The threat made Plaintiff confused as to her rights.
 - 45. The threat made Plaintiff feel threatened.
 - 46. The threat made Plaintiff feel intimidated.
- 47. The threat made Plaintiff believe that if payment was not issued, legal action was imminent.
- 48. There is no reason Defendant would include the statement in its letter other than to invoke fear, intimidation, and confusion.
- 49. There is no reason Defendant would include the statement in its letter other than to invoke fear, intimidation, and confusion to make the least sophisticated consumer pay the alleged debt rather than invoke her validation rights.
- 50. Defendant's statement overshadows the consumer's right to seek validation of the debt.
 - 51. Defendant's statement overshadows the consumer's right to dispute the debt.

- 52. Defendant has violated § 1692g as the above-referenced language overshadows the information required to be provided by that Section.
- 53. 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.
- 54. The least sophisticated consumer would likely be deceived into believe that if payment was not issued, legal action was imminent.
- 55. Defendant has violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

SECOND COUNT Violation of 15 U.S.C. § 1692g Failure to Adequately Convey the Amount of the Debt

- 56. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
- 57. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.
- 58. One such requirement is that the debt collector provide "the amount of the debt." 15 U.S.C. § 1692g(a)(1).
- 59. A debt collector has the obligation not just to convey the amount of the debt, but to convey such clearly.
 - 60. The letter sets forth a "Balance."
- 61. The letter fails to disclose whether the "Balance" may increase due to additional interest.
- 62. The letter fails to disclose whether the "Balance" may increase due to additional late fees.
- 63. The letter fails to include any "safe harbor" language concerning the accrual of interest and/or fees. *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72, 76 (2d Cir. 2016).
- 64. The letter fails to indicate whether payment of the amount stated would satisfy the debt.
- 65. The letter fails to indicate whether payment of the amount stated by any date certain would satisfy the debt.

- 66. The letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.
- 67. The letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static.
- 68. The least sophisticated consumer could reasonably believe that the debt could be satisfied by remitting the "Balance" at any time after receipt of the letter.
- 69. The least sophisticated consumer could also reasonably believe that the "Balance" was accurate only on the date of the letter because of the continued accumulation of interest and/or late fees.
- 70. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the letter fails to indicate the applicable interest rate, or date of accrual.
- 71. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the letter fails to indicate the amount of applicable and/or possible late fees.
 - 72. For these reasons, Defendant failed to clearly state the amount of the debt.
- 73. For these reasons, Defendant failed to unambiguously state the amount of the debt.
- 74. For these reasons, the letter would likely make the least sophisticated consumer uncertain as to the amount of the debt.
- 75. For these reasons, the letter would likely make the least sophisticated consumer confused as to the amount of the debt.
- 76. Defendant violated § 1692g as it failed to clearly, explicitly and unambiguously convey the amount of the debt.

THIRD COUNT Violation of 15 U.S.C. § 1692e False or Misleading Representations

- 77. Plaintiff repeats and realleges the foregoing paragraphs as if fully restated herein.
- 78. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or

misleading representation or means in connection with the collection of any debt.

- 79. The question of whether a collection letter is deceptive is determined from the perspective of the "least sophisticated consumer."
- 80. While § 1692e specifically prohibits certain practices, the list is non-exhaustive, and does not preclude a claim of falsity or deception based on any non-enumerated practice.
- 81. A collection letter is deceptive under 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.
- 82. A collection letter is also deceptive under 15 U.S.C. § 1692e if it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.
- 83. 15 U.S.C. § 1692e requires debt collectors, when they notify consumers of their account balance, to disclose whether the balance may increase due to interest and fees. *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72, 76 (2d Cir. 2016).
- 84. As previously alleged, the least sophisticated consumer could reasonably read the letter to mean that the "Balance" was static.
- 85. As previously alleged, the least sophisticated consumer could also reasonably read the letter to mean that the "Balance" was dynamic due to the continued accumulation of interest and/or late fees.
- 86. Because the letter is susceptible to an inaccurate reading by the least sophisticated consumer, it is deceptive under 15 U.S.C. § 1692e.
- 87. Because the letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described, it is deceptive under 15 U.S.C. § 1692e.
- 88. Defendant violated 15 U.S.C. § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

CLASS ALLEGATIONS

- 89. Plaintiff brings 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 the same unlawful letter described herein, from one year before the date of this Complaint to the present.
 - 90. This action seeks a finding that Defendant's conduct violates the FDCPA, and

asks that the Court award damages as authorized by § 1692k(a)(2) of the FDCPA.

- 91. Defendant regularly engages in debt collection, using the same unlawful letter described herein, in its attempts to collect delinquent consumer debts from other persons.
- 92. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using the same unlawful letter described herein.
- 93. 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.
- 94. 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.
- 95. 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 Defendant's 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 the FDCPA.

JURY DEMAND

96. 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 Representatives of the Class, and her 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 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: March 6, 2017

BARSHAY SANDERS, PLLC

By: <u>/s/ Craig B. Sanders</u>

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.: 110721



Northland Group Inc.

366-573-9042 www.payments2northland.com

For General Business Hours, please visit us at: March 12, 2016

Feed for 2 PageID #: 10 PAYMENT ADDRESS: P.O. Box 390846 Minneapolis, MN 55439 Mail Code CPK7

Northland Reference #: Account Balance: \$2,868.90 Original Creditor: CAPITAL ONE BANK (USA), N.A.

Original Account #: ********2413



Christine Taylor 288 Long Island Ave Holtsville, NY 11742 յլ||լ||լ||նելը-միերիլ|իՈնմիրկիիյ|լը-լիՈ||լը-բերիի

> We Would Like to Help You Resolve Your Account Your account balance: \$2,868.90

Dear Christine Taylor,

On 03/11/16, Capital One Bank (USA), N.A. authorized Northland Group, Inc. to collect this debt on its behalf.

At this time, Capital One Bank (USA) N.A. has informed us that your account meets its requirements for possible legal action. This means Capital One Bank (USA) N.A. will place this matter with an attorney for possible legal action if we cannot arrange for repayment on this account.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this 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. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please note, no final decision to place the account with an attorney, or to take legal action against you, will be made within 30 days after you receive this notice.

Our knowledgeable staff is prepared to work with you and find a payment solution that fits your financial needs. Please call us at 866-573-9042. We look forward to hearing from you.

Itemization of Debt:

Charge-Off Date: 2/5/16

Total Amount Due as of Charge-Off: \$2,868.90

Total Amount of Interest Accrued Since Charge-Off: \$0.00 Total Amount of Non-Interest Fees Since Charge-Off: \$0.00 Total of Payments Made Since Charge-Off: \$0.00

Thank you,

Dan Hanson

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

Payment Methods

Online: www.payments2northland.com - Phone: 888-287-5711 - Mail: PO Box 390846, Minneapolis, MN 55439

This collection agency's New York City Department of Consumer Affairs License number is 1283580.

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. Northland Group will treat you with dignity and respect.

We are required by law to give you the following information: 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.

provided by local rules of court purpose of initiating the civil do	. This form, approved by the ocket sheet. (SEE INSTRUC	ne Judicial Conference of the CTIONS ON NEXT PAGE (ne United States in September <i>OF THIS FORM.</i>)	1974, is required for the use of	the Clerk of Court for the	
I. (a) PLAINTIFFS			DEFENDANTS			
CHRISTINE M.	TAYLOR		NORTHLAND GROUP, INC.			
(b) County of Residence of (EZ	First Listed PlaintiffXCEPT IN U.S. PLAINTIFF CA	SUFFOLK ASES)	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.			
(c) Attorneys (Firm Name, A BARSHAY SAND 100 Garden City P (516) 203-7600	-		Attorneys (If Known,)		
II. BASIS OF JURISDI	CTION (Place an "X" in C	One Box Only)	II. CITIZENSHIP OF I	PRINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff	
O 1 U.S. Government Plaintiff	• 3 Federal Question (U.S. Government)	Not a Party)		PTF DEF O 1 Incorporated or Pr of Business In T		
O 2 U.S. Government Defendant	O 4 Diversity (Indicate Citizenship of Parties in Item III)		Citizen of Another State C	O 2 Incorporated and I of Business In A	-	
			Citizen or Subject of a C Foreign Country	O 3 Foreign Nation	O 6 O 6	
IV. NATURE OF SUIT CONTRACT		ly) DRTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
O 110 Insurance O 120 Marine O 130 Miller Act O 140 Negotiable Instrument O 150 Recovery of Overpayment & Enforcement of Judgment O 151 Medicare Act O 152 Recovery of Defaulted Student Loans (Excludes Veterans) O 153 Recovery of Overpayment of Veteran's Benefits O 160 Stockholders' Suits O 190 Other Contract O 195 Contract Product Liability O 196 Franchise REAL PROPERTY O 210 Land Condemnation O 220 Foreclosure O 230 Rent Lease & Ejectment O 240 Torts to Land O 245 Tort Product Liability O 290 All Other Real Property	PERSONAL INJURY O 310 Airplane O 315 Airplane Product Liability O 320 Assault, Libel & Slander O 330 Federal Employers' Liability O 340 Marine O 345 Marine Product Liability O 350 Motor Vehicle O 355 Motor Vehicle Product Liability O 360 Other Personal Injury O 362 Personal Injury - Medical Malpractice CIVIL RIGHTS O 440 Other Civil Rights O 441 Voting O 442 Employment O 443 Housing/ Accommodations O 445 Amer. w/Disabilities - Employment O 446 Amer. w/Disabilities - Other O 448 Education	PERSONAL INJURY O 365 Personal Injury - Product Liability O 367 Health Care/ Pharmaceutical Personal Injury Product Liability O 368 Asbestos Personal Injury Product Liability		O 422 Appeal 28 USC 158 O 423 Withdrawal 28 USC 157 PROPERTY RIGHTS O 820 Copyrights O 830 Patent O 840 Trademark SOCIAL SECURITY O 861 HIA (1395ff) O 862 Black Lung (923) O 863 DIWC/DIWW (405(g)) O 864 SSID Title XVI O 865 RSI (405(g)) FEDERAL TAX SUITS O 870 Taxes (U.S. Plaintiff or Defendant) O 871 IRS—Third Party 26 USC 7609	O 375 False Claims Act O 400 State Reapportionment O 410 Antitrust O 430 Banks and Banking O 450 Commerce O 460 Deportation O 470 Racketeer Influenced and Corrupt Organizations • 480 Consumer Credit O 490 Cable/Sat TV O 850 Securities/Commodities/ Exchange O 890 Other Statutory Actions O 891 Agricultural Acts O 895 Freedom of Information Act O 896 Arbitration O 899 Administrative Procedure Act/Review or Appeal of Agency Decision O 950 Constitutionality of State Statutes	
V. ORIGIN (Place an "X" in ● 1 Original O 2 Remo Proceeding Cou	oved from State O 3 Ren contract Con	urt	4 Reinstated or Reopened Another (specify)	District Litigation – Transfer	O 8 Multidistrict Litigation – Direct File	
VI. CAUSE OF ACTIO		use:	air Debt Collection Practices A	ct Violation	81097	
VII. REQUESTED IN COMPLAINT: • CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.			DEMAND \$	CHECK YES on JURY DEMAND:	ly if demanded in complaint: • Yes O No	
VIII. RELATED CASE(S) IF ANY		(See Instructions) JUDGE		DOCKET NUMBER_		
DATE March 9, 2017		signature of atto /s Crai	rney of record ig B. Sanders			
FOR OFFICE USE ONLY RECEIPT # AM	10UNT	APPLYING IFP	JUDGE	MAG. JU	DGE	
Alv				MAG. JU		

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.

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 or 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)					
 Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: NO 					
 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: <u>/s Craig B. Sanders</u>

UNITED STATES DISTRICT COURT

for the

Eastern District of New York						
Christine M. Taylor, individually and on behalf of all others similarly situated Plaintiff(s) V. Northland Group, Inc. Defendant(s))))) (Civil Action No.)))))					
SUMMONS I	N A CIVIL ACTION					
To: (Defendant's name and address) Northland Group, Inc. 7831 Glenroy Road Suite 250 MINNEAPOLIS, Minnesota 55439						
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: Craig B. Sanders, Esq. Barshay Sanders, PLLC 100 Garden City Suite 500 Garden Clty, New York 11530						
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.						
	CLERK OF COURT					
Date:	Signature of Clerk or Deputy Clerk					
	Signature of Cierk of Depuny Cierk					

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

was ra	This summons for (no ceived by me on (date)	ame of individual and title, if a	ny)						
was re	cerved by the on (aate)		·						
	☐ 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)								
		sides there,							
	on (date)	, and mailed a copy to the individual's last known address; or							
	☐ I served the summons on (name of individual), wh								
	designated by law to	accept service of process	s on behalf of (name of organization)						
			on (date)	; or					
	☐ I returned the sum	☐ I returned the summons unexecuted because							
	☐ Other (<i>specify</i>):								
	My fees are \$	for travel and S	\$ 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: New York Consumer Slings FDCPA Class Action at Northland Group