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*Attorneys for Plaintiffs*  
Our File No.: 110194

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

Douglas M. McHenry and Guiseppe Pacificador,  
individually and on behalf of all others similarly situated

Plaintiffs,

vs.

The CBE Group, Inc.,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

Douglas M. McHenry and Guiseppe Pacificador, individually and on behalf of all others similarly situated (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against The CBE 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 Douglas M. McHenry is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Guiseppe Pacificador is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

8. On information and belief, Defendant’s principal place of business is located in Cedar Falls, Iowa.

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

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

### **ALLEGATIONS**

11. Defendant alleges each of the Plaintiffs owe a debt (“the debt”).

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

13. Sometime after the incurrence of the debts, Plaintiffs fell behind on payments owed.

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

15. In its efforts to collect the debt, Defendant contacted Plaintiff McHenry by letter dated December 19, 2015. (“**Exhibit 1.**”)

16. In its efforts to collect the debt, Defendant contacted Plaintiff Pacificador by letter dated February 10, 2016. (“**Exhibit 1.**”)

17. The letter to Plaintiff McHenry was the initial communication received from Defendant.

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

**FIRST COUNT**  
**Violation of 15 U.S.C. § 1692g**  
**Validation of Debts**  
**AS TO PLAINTIFF MCHENRY**

19. Plaintiff McHenry repeats and realleges the foregoing paragraphs as if fully restated herein.

20. 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.

21. One such requirement is that the debt collector provide “the name of the creditor to whom the debt is owed.” 15 U.S.C. § 1692g(a)(2).

22. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to convey such clearly.

23. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to state such explicitly.

24. Merely naming the creditor without specifically identifying the entity as the current creditor to whom the debt is owed is not sufficient to comply with 15 U.S.C. § 1692g(a)(2).

25. Even if a debt collector conveys the required information, the debt collector nonetheless violates the FDCPA if it conveys that information in a confusing or contradictory fashion so as to cloud the required message with uncertainty.

26. When determining whether the name of the creditor to whom the debt is owed has been conveyed clearly, an objective standard, measured by how the “least sophisticated consumer” would interpret the notice, is applied.

27. The letter fails to identify by name and label any entity as “creditor,” “original creditor,” “current creditor,” “account owner,” or “creditor to whom the debt is owed.”

28. The letter states, “Regarding: Capital One Bank (USA), N.A.”

29. The letter states, “Your Capital One Bank (USA), N.A. . . . has been referred to [Defendant] for collection.”

30. The letter fails to indicate whether the “Regarding” refers to the account owner.

31. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s creditor.

32. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s current creditor.

33. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s original creditor.

34. The letter fails to indicate whether the “Regarding” refers to the creditor to whom the debt is owed.

35. The letter fails to indicate whether the “Regarding” is simply referencing the account Defendant is seeking to collect.

36. The letter fails to indicate who “referred” the account to Defendant.

37. The letter fails to indicate who Defendant represents.

38. The letter fails to indicate who is Defendant’s client.

39. The letter fails to indicate the name of any entity to which Plaintiff should make her check payable to.

40. The letter demands payment be made to Defendant.

41. The letter indicates that if plaintiff wants to pay online, she should go to “paycbegroup.com.”

42. Because of the aforementioned factors, the least sophisticated consumer would likely be confused as to the actual owner of her debt.

43. Because of the aforementioned factors, the least sophisticated consumer would likely be uncertain as to the actual owner of her debt.

44. Defendant failed to explicitly state the name of the creditor to whom the debt is owed.

45. Defendant failed to clearly state the name of the creditor to whom the debt is owed.

46. The least sophisticated consumer would likely be confused as to the name of the creditor to whom the debt is owed.

47. The least sophisticated consumer would likely be uncertain as to the name of the creditor to whom the debt is owed.

48. Defendant violated § 1692g as it failed to clearly and explicitly convey the name of the creditor to whom the debt is owed. *Datiz v. Int’l Recovery Assocs., Inc.*, No. 15-cv-3549 (ADS)(AKT), 2016 WL 4148330 (E.D.N.Y. Aug. 4, 2016); *McGinty v. Prof’l Claims Bureau*,

*Inc.*, No. 15-cv-4356 (SJF)(ARL), 2016 WL 6069180 (E.D.N.Y. Oct. 17, 2016).

**SECOND COUNT**

**Violation of 15 U.S.C. § 1692e  
False or Misleading Representations as to the Name of the  
Creditor to Whom the Debt is Owed  
AS TO PLAINTIFF MCHENRY**

49. Plaintiff McHenry repeats and realleges the foregoing paragraphs as if fully restated herein.

50. 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.

51. 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.

52. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

53. 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.

54. 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.

55. For purposes of 15 U.S.C. § 1692e, the failure to clearly and accurately identify the creditor to whom the debt is owed is unfair and deceptive to the least sophisticated consumer.

56. 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 within the meaning of 15 U.S.C. § 1692e.

57. Because the letter is reasonably susceptible to an inaccurate reading by the least sophisticated consumer, as described, it is deceptive within the meaning of 15 U.S.C. § 1692e.

58. The least sophisticated consumer would likely be deceived by the letter.

59. The least sophisticated consumer would likely be deceived in a material way by the letter.

60. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt. *Datiz v. Int’l Recovery Assocs., Inc.*, No. 15-cv-

3549 (ADS)(AKT), 2016 WL 4148330 (E.D.N.Y. Aug. 4, 2016); *McGinty v. Prof'l Claims Bureau, Inc.*, No. 15-cv-4356 (SJF)(ARL), 2016 WL 6069180 (E.D.N.Y. Oct. 17, 2016).

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692e**  
**False or Misleading Representations as to the Name of the**  
**Creditor to Whom the Debt is Owed**  
**AS TO PLAINTIFF PACIFICADOR**

61. Plaintiff Pacificador repeats and realleges the foregoing paragraphs as if fully restated herein.

62. 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.

63. 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.

64. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

65. 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.

66. 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.

67. For purposes of 15 U.S.C. § 1692e, the failure to clearly and accurately identify the creditor to whom the debt is owed is unfair and deceptive to the least sophisticated consumer.

68. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to convey such clearly.

69. A debt collector has the obligation not just to convey the name of the creditor to whom the debt is owed, but also to state such explicitly.

70. Even if a debt collector conveys the required information, the debt collector nonetheless violates the FDCPA if it conveys that information in a confusing or contradictory fashion so as to cloud the required message with uncertainty.

71. When determining whether the name of the creditor to whom the debt is owed has been conveyed clearly, an objective standard, measured by how the “least sophisticated

consumer” would interpret the notice, is applied.

72. The letter fails to identify by name and label any entity as “creditor,” “original creditor,” “current creditor,” “account owner,” or “creditor to whom the debt is owed.”

73. The letter states, “Regarding: Capital One Bank (USA), N.A.”

74. The letter fails to indicate whether the “Regarding” refers to the account owner.

75. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s creditor.

76. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s current creditor.

77. The letter fails to indicate whether the “Regarding” refers to Plaintiff’s original creditor.

78. The letter fails to indicate whether the “Regarding” refers to the creditor to whom the debt is owed.

79. The letter fails to indicate whether the “Regarding” is simply referencing the account Defendant is seeking to collect.

80. The letter fails to indicate who Defendant represents.

81. The letter fails to indicate who is Defendant’s client.

82. The letter fails to indicate the name of any entity to which Plaintiff should make her check payable to.

83. The letter demands payment be made to Defendant.

84. The letter indicates that if plaintiff wants to pay online, she should go to “paycbegroup.com.”

85. Because of the aforementioned factors, the least sophisticated consumer would likely be confused as to the actual owner of her debt.

86. Because of the aforementioned factors, the least sophisticated consumer would likely be uncertain as to the actual owner of her debt.

87. Defendant failed to explicitly state the name of the creditor to whom the debt is owed.

88. Defendant failed to clearly state the name of the creditor to whom the debt is owed.

89. Defendant failed to explicitly state the name of the creditor to whom the debt is owed.

90. Defendant failed to clearly state the name of the creditor to whom the debt is owed.

91. The least sophisticated consumer would likely be confused as to the name of the creditor to whom the debt is owed.

92. The least sophisticated consumer would likely be uncertain as to the name of the creditor to whom the debt is owed.

93. 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 within the meaning of 15 U.S.C. § 1692e.

94. Because the letter is reasonably susceptible to an inaccurate reading by the least sophisticated consumer, as described, it is deceptive within the meaning of 15 U.S.C. § 1692e.

95. The least sophisticated consumer would likely be deceived by Defendant's conduct.

96. The least sophisticated consumer would likely be deceived in a material way by Defendant's conduct.

97. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt. *Datiz v. Int'l Recovery Assocs., Inc.*, No. 15-cv-3549 (ADS)(AKT), 2016 WL 4148330 (E.D.N.Y. Aug. 4, 2016); *McGinty v. Prof'l Claims Bureau, Inc.*, No. 15-cv-4356 (SJF)(ARL), 2016 WL 6069180 (E.D.N.Y. Oct. 17, 2016).

### **CLASS ALLEGATIONS**

98. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a debt using the same unlawful practices described herein, from one year before the date of this Complaint to the present.

99. 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.

100. Defendant regularly engages in debt collection, using the same form collection letter it sent Plaintiffs, in its attempts to collect delinquent consumer debts from other persons.

101. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts by sending other consumers the same form collection letters it



sent to Plaintiffs.

102. Plaintiffs' claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

103. 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.

104. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under the FDCPA.

**JURY DEMAND**

105. Plaintiffs hereby demand a trial of this action by jury.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and their attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant statutory damages against Defendant pursuant to the FDCPA, 15 U.S.C. § 1692k; and

- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k;  
and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: December 12, 2016

**BARSHAY SANDERS, PLLC**

By:     /s/ Craig B. Sanders      
Craig B. Sanders, Esq.  
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Fax: (516) 706-5055  
csanders@barshaysanders.com  
*Attorneys for Plaintiffs*  
Our File No.: 110194

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

The CBE Group, Inc.  
1309 Technology Pkwy, Cedar Falls, IA 50613  
7:00 am - 8:00 pm CT Monday - Friday  
8:00 am - 12:00 pm CT Saturday

12/19/15



Call:	(888)816-6566
Regarding:	Capital One Bank (USA), N.A.
Account Number:	*****9840
CS Number:	5305
Account Referral Date:	12/18/15
Reference Number:	0189

**Total Amount Due: \$667.15**

**New Information About Your Account**



Doug M Mchenry :

Your Capital One Bank (USA), N.A. account balance of \$667.15 has been referred to CBE Group for collection. Please take this opportunity to pay your account balance using one of the payment methods listed to the left.

**ACCOUNT SUMMARY:**

Total Amount Due as of Charge-Off	\$667.15
Total Amount of Interest Accrued Since Charge-Off	\$0.00
Total Amount of Non-Interest Charges or Fees Accrued Since Charge-Off	\$0.00
Total Amount of Payments Made on Account Since Charge-Off	\$0.00
Current Balance	\$667.15

We are committed to helping you resolve your debt. If you cannot pay the full balance at this time, we have many payment options that may meet your individual needs. Please give us a call at (888)816-6566. We are here to help.

Sincerely, CBE Group, Inc.

Unless you notify this office within thirty (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 thirty (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 this office in writing within thirty (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.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.  
This communication is from a debt collector.  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

PLEASE DETACH AND RETURN LOWER PORTION WITH ENCLOSED ENVELOPE

841\_CDCBEG04\_0189

PO BOX 2547  
WATERLOO, IA 50704-2547  
CHANGE SERVICE REQUESTED

ACCOUNT #: *****9840	DATE: 12/19/15	PLEASE PAY THIS AMOUNT:  <b>\$667.15</b>
AMOUNT ENCLOSED: \$ _____		

ACCT#: \*\*\*\*\*9840 CS # 5305 REF #: 0189 DATE: 12/19/15

CALL: (888)816-6566  
5305-109-1712-2618154

9391200



Doug M Mchenry  
12 Exeter Dr  
Port Jefferson Station NY 11776-2010

THE CBE GROUP, INC.  
Payment Processing Center  
PO Box 480  
Waterloo, IA 50704-0480



530500001712 0000000066715 121915 189 9

**TO ALL CONSUMERS – Notice about Electronic Check Conversion:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Also, you authorize us to represent a check as an electronic fund transfer from your account if your payment is returned unpaid.

**Please be aware of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.**

**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);
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.

**New York City Borough Residents:** Department of Consumer Affairs, City of New York, License # 1080974. Please contact Tom Lockard at the number listed on the front of this letter regarding this matter.

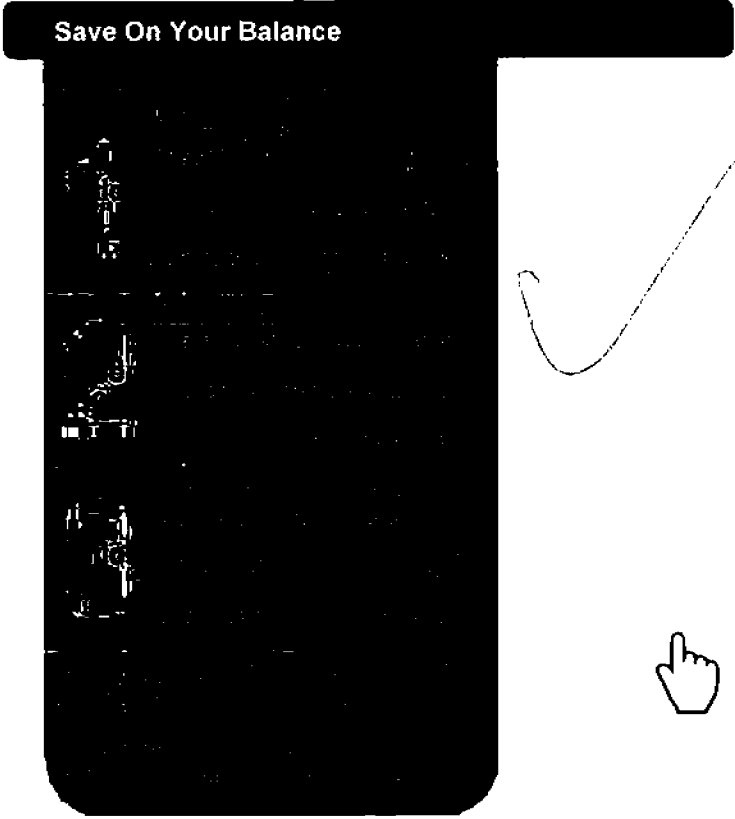
The CBE Group, Inc.  
1309 Technology Pkwy, Cedar Falls, IA 50613  
7:00 am - 8:00 pm CT Monday - Friday  
8:00 am - 12:00 pm CT Saturday

02/10/16



Call: (877)905-2077
Regarding: Capital One Bank (USA), N.A
Account Number: *****6165
CS Number: [REDACTED]9117
Reference Number: 3018

**Total Amount Due: \$437.89**



Dear Guiseppe Pacificador :

We understand getting caught up on bills isn't easy. To help, we'd like to offer you the chance to resolve your account for less than the balance owed, so you can make the most of your tax refund - you can save up to \$240.84 off your balance with this offer.

Please call us if you would like to take advantage of this offer or if you would like to discuss other payment options. We are committed to helping you find ways to resolve your debt.

Please note: The CBE Group, Inc. is not obligated to renew these offers.

Sincerely,  
CBE Group, Inc.



*Pay Online – Account resolution the easy way*  
Login to your account at [www.paycbegroup.com](http://www.paycbegroup.com) to quickly and easily pay your balance in full or setup payment arrangements.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.  
This communication is from a debt collector.  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

PLEASE DETACH AND RETURN LOWER PORTION WITH ENCLOSED ENVELOPE

841\_CDCBEG04\_3018

PO BOX 2547  
WATERLOO, IA 50704-2547  
CHANGE SERVICE REQUESTED

ACCOUNT #: *****6165	DATE: 02/10/16	PLEASE PAY THIS AMOUNT:  <b>\$437.89</b>
AMOUNT ENCLOSED: \$ _____		

ACCT#: \*\*\*\*\*6165 [REDACTED]9117 REF #: 3018 DATE: 02/10/16  
CALL: (877)905-2077  
[REDACTED]9117-109-1711-2841714

55970319  
|||  
Guiseppe Pacificador  
12 Heston Rd  
Shirley NY 11967-3117

THE CBE GROUP, INC.  
Payment Processing Center  
PO Box 480  
Waterloo, IA 50704-0480



[REDACTED] 911700001711 0000000043789 021016 018 4



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: DOUGLAS M. MCHENRY
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(c) Attorneys: BARSHAY SANDERS, PLLC
DEFENDANTS: THE CBE GROUP, INC.
County of Residence of First Listed Defendant: BLACK HAWK
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Grid with categories: U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF, DEF, 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)
Grid with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, 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: 15 USC §1692 Fair Debt Collection Practices Act Violation

VII. REQUESTED IN COMPLAINT:
• CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: • Yes ○ No

VIII. RELATED CASE(S) IF ANY
(See Instructions) JUDGE DOCKET NUMBER

DATE: December 13, 2016
SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Craig B. Sanders, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

1. Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: NO
2. If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? \_\_\_\_\_

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.  
 Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?  
 Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: /s Craig B. Sanders





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))*

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: