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Our File No.: 112745

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

Amy Traina and Alan Ascencio, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Gatestone & Co. International, Inc.,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

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

Amy Traina and Alan Ascencio, 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 Gatestone & Co. International, 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 Amy Traina is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Alan Ascencio 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 Gatestone & Co. International, Inc., is a Delaware Corporation with a principal place of business in New Castle County, Delaware.

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 Debts”).

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 alleged owed by Plaintiff Traina, Defendant contacted Plaintiff Traina by letter (“the Traina Letter”) dated December 18, 2019. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Ascencio, Defendant contacted Plaintiff Ascencio by letter (“the Ascencio Letter”) dated June 1, 2016. (“**Exhibit 1.**”)

17. The Ascencio Letter was the initial communication Plaintiff Ascencio 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**  
**Failure to Adequately Convey the Amount of the Debt**  
**AS TO PLAINTIFF ASCENCIO**

19. Plaintiff Ascencio 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. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

22. The question of whether a written notice adequately provides “the amount of the debt” is determined from the perspective of the “least sophisticated consumer.”

23. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

24. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

25. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

26. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount she owes at the time of the notice.

27. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine what she will need to pay to resolve the debt at any given moment in the future.

28. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

29. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt,” violative of 15 U.S.C. § 1692g(a)(1).

30. Even if a debt collector accurately conveys the foregoing information, the written notice nevertheless violates 15 U.S.C. § 1692g(a)(1) if the least sophisticated consumer could inaccurately interpret the message.

31. The Debt was incurred on a credit card issued by American Express.

32. At all relevant times herein, the Debt accrued, and was subject to, interest.

33. At all relevant times herein, the Debt accrued, and was subject to, late fees.

34. The Letter sets forth an “Amount Owing.”

35. The Letter fails to state what part of the amount stated is principal.

36. The Letter fails to state what part of the amount stated is interest.

37. The Letter fails to state what part of the amount stated is late fees.

38. The Letter states that the account balance may be periodically increased, but fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

39. The Letter states that the account balance may be periodically increased, but fails to provide any information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

40. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

41. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

42. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

43. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of 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.

44. The least sophisticated consumer, because of the aforementioned failures, could reasonably believe that the debt could be satisfied by remitting the amount stated at any time after receipt of the Letter.

45. The least sophisticated consumer, because of the aforementioned failures, could also reasonably believe that the amount stated was accurate only on the date of the Letter because

of the continued accumulation of interest.

46. The least sophisticated consumer, because of the aforementioned failures, could also reasonably believe that the amount stated was accurate only on the date of the Letter because of the continued accumulation of late fees.

47. 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.

48. 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 date of accrual of interest.

49. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide the amount of interest during any measurable period.

50. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve on any date after the date of the Letter.

51. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve the debt in the future.

52. 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 late fees.

53. 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 date such fees will be added.

54. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide the amount of late fees during any measurable period.

55. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve on any date after the date of the Letter.

56. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would

enable to consumer to determine what she will need to pay to resolve the debt in the future.

57. The failure to include the foregoing information could lead the least sophisticated consumer to inaccurately interpret the message.

58. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, incomplete.

59. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, insufficient.

60. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, violative of 15 U.S.C. § 1692g(a)(1).

61. For these reasons, Defendant violated 15 U.S.C. § 1692g(a)(1).

**SECOND COUNT**

**Violation of 15 U.S.C. § 1692e  
False or Misleading Representations  
AS TO PLAINTIFF ASCENCIO**

62. Plaintiff Ascencio repeats and realleges the foregoing paragraphs as if fully restated herein.

63. 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.

64. 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.

65. The question of whether a collection letter is deceptive is determined from the perspective of the "least sophisticated consumer."

66. 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.

67. 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.

68. 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.

69. The amount of the debt is a material piece of information to a consumer.

70. Knowing the amount of the debt affects how a consumer responds to a debt

collector's attempts to collect the debt.

71. As previously alleged, the least sophisticated consumer could reasonably read the Letter to mean that the amount stated was static.

72. As previously alleged, the least sophisticated consumer could also reasonably read the Letter to mean that the amount stated was dynamic due to the continued accumulation of interest and/or late fees.

73. 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.

74. Because the Letter is susceptible to an inaccurate reading by the least sophisticated consumer, it is deceptive under 15 U.S.C. § 1692e.

75. For these reasons, Defendant violated 15 U.S.C. § 1692e.

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692e**  
**False or Misleading Representations**  
**AS TO PLAINTIFF TRAINA**

76. Plaintiff Traina repeats and realleges the foregoing paragraphs as if fully restated herein.

77. 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.

78. 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.

79. The question of whether a collection letter is deceptive is determined from the perspective of the "least sophisticated consumer."

80. 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.

81. 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.

82. A debt collector has the obligation not just to convey the amount of the debt, but to convey such clearly.

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.

84. The amount of the debt is a material piece of information to a consumer.

85. Knowing the amount of the debt affects how a consumer responds to a debt collector's attempts to collect the debt.

86. A statement as to the amount of the debt must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

87. A statement as to the amount of the debt must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

88. A statement as to the amount of the debt must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

89. A statement as to the amount of the debt must allow the least sophisticated consumer to determine the minimum amount she owes at the time of the notice.

90. A statement as to the amount of the debt must allow the least sophisticated consumer to determine what she will need to pay to resolve the debt at any given moment in the future.

91. A statement as to the amount of the debt must contain an explanation, understandable by the least sophisticated consumer, of any fees or interest that may cause the balance to increase at any time in the future.

92. The failure to include the foregoing information renders an otherwise accurate statement of the "amount of the debt," deceptive under 15 U.S.C. § 1692e.

93. Even if a debt collector accurately conveys the foregoing information, the written notice nevertheless violates 15 U.S.C. § 1692e if the least sophisticated consumer could inaccurately interpret the message.

94. The Debt was incurred on a credit card issued by American Express.

95. At all relevant times herein, the Debt accrued, and was subject to, interest.

96. At all relevant times herein, the Debt accrued, and was subject to, late fees.

97. The Letter sets forth an "Amount Owing."

98. The Letter fails to state what part of the amount stated is principal.

99. The Letter fails to state what part of the amount stated is interest.

100. The Letter fails to state what part of the amount stated is late fees.



101. The Letter fails to disclose whether the amount stated may increase due to additional interest.

102. The Letter fails to disclose whether the amount stated may increase due to additional late fees.

103. The Letter fails to indicate whether payment of the amount stated would satisfy the debt.

104. The Letter fails to indicate whether payment of the amount stated by any date certain would satisfy the debt.

105. The Letter fails to indicate the minimum amount Plaintiff owed at the time of the Letter.

106. The Letter fails to provide any information that would allow Plaintiff to determine what Plaintiff will need to pay to resolve the debt at any given moment in the future.

107. The Letter fails to include any “safe harbor” language concerning the accrual of interest.

108. The Letter fails to include any “safe harbor” language concerning the accrual of late fees.

109. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

110. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

111. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

112. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of 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.

113. The least sophisticated consumer, because of the aforementioned failures, could reasonably believe that the debt could be satisfied by remitting the amount stated at any time after receipt of the Letter.

114. The least sophisticated consumer, because of the aforementioned failures, could

also reasonably believe that the amount stated was accurate only on the date of the Letter because of the continued accumulation of interest.

115. The least sophisticated consumer, because of the aforementioned failures, could also reasonably believe that the amount stated was accurate only on the date of the Letter because of the continued accumulation of late fees.

116. 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.

117. 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 date of accrual of interest.

118. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide the amount of interest during any measurable period.

119. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve on any date after the date of the Letter.

120. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve the debt in the future.

121. 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 late fees.

122. 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 date such fees will be added.

123. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide the amount of late fees during any measurable period.

124. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve on any date after the date of the Letter.

125. If late fees are continuing to accrue, the least sophisticated consumer would not

know how to satisfy the debt because the Letter fails to provide any information that would enable to consumer to determine what she will need to pay to resolve the debt in the future.

126. The failure to include the foregoing information could lead the least sophisticated consumer to inaccurately interpret the message.

127. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, incomplete.

128. The failure to include the foregoing information renders the Letter susceptible to an inaccurate reading by the least sophisticated consumer.

129. The failure to include the foregoing information allows the Letter to be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

130. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, insufficient.

131. The failure to include the foregoing information renders the Letter's statement of the amount of the debt, even if otherwise accurate, deceptive under 15 U.S.C. § 1692e.

For these reasons, Defendant violated 15 U.S.C. § 1692e.

### **CLASS ALLEGATIONS**

132. 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 consumer debt without disclosing in their collection letter whether interest and late fees were continuing to accrue, or the amount of such interest and late fees, from one year before the date of this Complaint to the present.

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

134. Defendant regularly engages in debt collection.

135. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts without disclosing in their collection letter whether interest and late fees were continuing to accrue, or the amount of such interest and late fees.

136. 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.

137. 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.

138. 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 consumer protection laws.

### **JURY DEMAND**

139. 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 Plaintiffs' 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 Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with



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1000 N. West Street  
Suite 1200  
Wilmington, DE 19801



**GATESTONE**

Visit our website: [www.gatestoneco.com](http://www.gatestoneco.com)  
800-678-3052

Our hours of operation are  
Mon - Thu 8:00am to 11:00pm EST  
Fri, 8:00am to 5:00pm and Sat 8:00am to 2:00pm EST

Date: December 18, 2016  
Reference #: AME [REDACTED] 0310  
Creditor: AMERICAN EXPRESS  
Account #: \*\*\*\*\*2007  
Amount Owing: \$5,208.17

16 - 65937-20A  
Amy Traina  
13 Federal Ln  
Coram, NY 11727-1614



**DEMAND FOR BALANCE**

Dear Sir/Mme.,

Your account has been placed with Gatestone & Co. International Inc., a collection agency.

Despite previous correspondence sent from our office, you have failed to pay your account. Perhaps you are not aware of the seriousness of your overdue account. As previously advised, your account is considered delinquent.

Do not delay in addressing this situation. Please contact the undersigned to arrange for an appropriate payment plan. Failure to do so may result in additional collection efforts. As soon as we receive your payment in full on the above-noted account all collection activity will be stopped. All payments mailed to this office should be payable to Gatestone & Co. International Inc.

Should you have any questions concerning your payment or your account, please telephone our office. Please make sure that your payment clearly identifies your name and that of your creditor so that payment can be properly applied to your account.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose. Calls to or from our company may be monitored or recorded for quality assurance purposes.

Online check payments can be made on our website at [www.gatestoneco.com](http://www.gatestoneco.com) with the use of this security feature code [REDACTED] 5796.

MOHAMMED HOSSAIN  
(866) 251-2396  
New York City Department of Consumer Affairs license number 1023996.

Please Detach and Return This Portion with Payment

Option 1: Make Check Payable to: Gatestone & Co. International Inc.  
Option 2: Pre-Authorized — Auto Pay [ ]

Routing No. \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Check No. \_\_\_\_\_  
Account No. \_\_\_\_\_  
Name of Account Holder \_\_\_\_\_  
Signature \_\_\_\_\_  
Payment Amount \$ \_\_\_\_\_



Amy Traina  
13 Federal Ln  
Coram, NY 11727-1614

Reference #: AME [REDACTED] 0310  
Company: Gatestone & Co. International Inc. (Loc.71)

Gatestone & Co. International Inc.  
1000 N. West Street, Suite 1200  
Wilmington, DE 19801

By mailing your check you authorize Gatestone & Co. International Inc. to debit your account, one time for the amount of the check, via an electronic funds transfer (EFT). Funds may be withdrawn from your account as soon as the same day payment is received. In the event your check is returned unpaid for insufficient or uncollected funds, we may re-present your check. Your check will not be returned by your financial institution.

00000707

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector. You may contact our agency weekdays between the hours of 7 a.m. and 4 p.m. Pacific Time. Phone: 888-395-2774

**MINNESOTA:** This collection agency is licensed by the Minnesota Department of Commerce

**NEW YORK CITY:** New York City Department of Consumer Affairs License Number: 1023996

**NEW YORK STATE:** Debt collectors, in accordance with the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (1) The use or threat of violence;
- (2) The use of obscene or profane language; and
- (3) Repeated phone calls made with the intent to annoy, abuse, or harass

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- |   |  |
|---|--|
| 1. Supplemental security income, (SSI);                     | 7. Workers' compensation benefits;   |
| 2. Social security;   | 8. Public or private pensions;   |
| 3. Public assistance (welfare);                             | 9. Veterans' benefits;   |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants; and federal work study funds; and |
| 5. Unemployment benefits;                                   | 11. Ninety percent of your wages or salary earned in the last sixty days.            |
| 6. Disability benefits;                                     |  |

**NORTH CAROLINA:** This collection agency is licensed by the North Carolina Collection Agency Board, permit number: 3975

**TENNESEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**WISCONSIN:** This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Intuition, [www.wdfl.org](http://www.wdfl.org)




**GATESTONE**

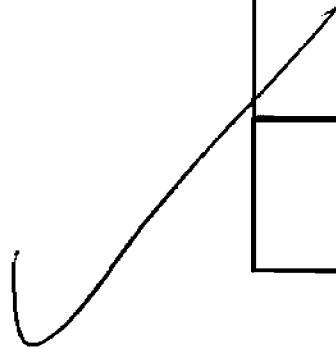
Visit our website: [www.gatestoneco.com](http://www.gatestoneco.com)  
800-678-3052  
Our hours of operation are  
Mon - Thu 8:00am to 11:00pm EST  
Fri 8:00am to 5:00pm and  
Sat 8:00am to 2:00pm EST

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Date: June 01, 2016  
Reference #: AME [REDACTED] 0094  
Creditor: AMERICAN EXPRESS  
Account #: \*\*\*\*\*41001  
Amount Owing: 5,530.44



9 - 61549-01F  
Alan Ascencio  
155 Southaven Ave  
Medford, NY 11763-3744



Dear Sir/Mme:

Your account has been placed with Gatestone & Co. International Inc., a collection agency. This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose. Calls to or from our company may be monitored or recorded for quality assurance purposes.

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

The account balance may be periodically increased due to the addition of accrued interest or other charges as provided in your agreement with the original creditor or as otherwise provided by law.

Should you have any questions concerning your payment or your account, please telephone our office. Please make sure that your payment clearly identifies your name and that of your creditor so that payment can be properly applied to your account. All payments mailed to this office should be payable to Gatestone & Co. International Inc.

SHEILA SHIVKUMAR  
(866) 251-2396

New York City Department of Consumer Affairs license number 1023996.

**Please Detach and Return This Portion with Payment**

Option 1: Make Check Payable to: Gatestone & Co. International Inc.  
 Option 2: Pre-Authorized — Auto Pay [ ]  
 Routing No. \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Check No. \_\_\_\_\_  
 Account No. \_\_\_\_\_  
 Name of Account Holder \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Payment Amount \$ \_\_\_\_\_



Alan Ascencio  
155 Southaven Ave  
Medford, NY 11763-3744

Reference #: AME [REDACTED] 0094  
Company: Gatestone & Co. International Inc. (Loc.71)



Gatestone & Co. International Inc.  
1000N. West Street, Suite 1200  
Wilmington, DE 19801

By mailing your check you authorize Gatestone & Co. International Inc. to debit your account, one time for the amount of the check, via an electronic funds transfer (EFT). Funds may be withdrawn from your account as soon as the same day payment is received. In the event your check is returned unpaid for insufficient or uncollected funds, we may re-present your check. Your check will not be returned by your financial institution.

16000000

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**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector. You may contact our agency weekdays between the hours of 7 a.m. and 4 p.m. Pacific Time. Phone: 888-395-2774

**MINNESOTA:** This collection agency is licensed by the Minnesota Department of Commerce

**NEW YORK CITY:** New York City Department of Consumer Affairs License Number: 1023996

**NEW YORK STATE:** Debt collectors, in accordance with the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (1) The use or threat of violence;
- (2) The use of obscene or profane language; and
- (3) Repeated phone calls made with the intent to annoy, abuse, or harass

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- |   |  |
|---|--|
| 1. Supplemental security income, (SSI);                     | 7. Workers' compensation benefits;   |
| 2. Social security;   | 8. Public or private pensions;   |
| 3. Public assistance (welfare);                             | 9. Veterans' benefits;   |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants; and federal work study funds; and |
| 5. Unemployment benefits;                                   | 11. Ninety percent of your wages or salary earned in the last sixty days.            |
| 6. Disability benefits;                                     |  |

**NORTH CAROLINA:** This collection agency is licensed by the North Carolina Collection Agency Board, permit number: 3975

**TENNESEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**WISCONSIN:** This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Intitutional, [www.wdfi.org](http://www.wdfi.org)

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 AMY TRAINA
DEFENDANTS GATESTONE & CO. INTERNATIONAL, INC.
(b) County of Residence of First Listed Plaintiff SUFFOLK
(c) Attorneys (Firm Name, Address, and Telephone Number) BARSHAY SANDERS, PLLC

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)

IV. NATURE OF SUIT (Place an "X" in One Box Only)
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, 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 June 5, 2017 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



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Gatestone Hit with Lawsuit Over 'Misleading' Collection Letters](#)

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