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Attorneys for Plaintiff
Our File No.: 114009

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

Annmarie G. Buck, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

Associated Credit Services, Inc.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

Annmarie G. Buck, 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 Associated Credit Services, 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 Annmarie G. Buck 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 Associated Credit Services, Inc., is a Massachusetts Corporation with a principal place of business in Worcester County, Massachusetts.

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. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated January 6, 2017. (“**Exhibit 1.**”)

15. The Letter was the initial communication Plaintiff received from Defendant.

16. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

FIRST COUNT

Violation of 15 U.S.C. § 1692f

Unlawful Fee

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

18. 15 U.S.C. § 1692f provides a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

19. §1692f(1) limits prohibits the collection of any amount, including any interest,

fee, charge, or expense incidental to the debt, unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

20. Defendant's letter sets forth that Defendant charged Plaintiff a fee of \$19.40.

21. Such fee is neither expressly authorized by the agreement creating the debt, nor permitted by law.

22. Such fee is prohibited by 15 U.S.C. § 1692f(1).

SECOND COUNT

Violation of 15 U.S.C. § 1692e **False Representation as to Unlawful Fee**

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

24. 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.

25. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of any debt.

26. § 1692e(2)(B) prohibits the false representation of any services rendered or compensation that may be lawfully received by any debt collector for the collection of a debt.

27. Defendant violated § 1692e by making a false representation that it is entitled to receive compensation for payment via a fee.

28. The least sophisticated consumer would likely be deceived by the fee into believing that Defendant was legally entitled to collect the fee.

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

30. Defendant violated § 1692e by using a false, deceptive and misleading representation in its attempt to collect a debt.

THIRD COUNT

Violation of 15 U.S.C. §§ 1692e and 1692g

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

32. The Letter sets forth a "Principle Balance" of \$129.34.

33. The Letter sets forth “Fees” of \$19.40.

34. The Letter sets forth a “Balance Due” of \$148.74.

35. The Letter fails to set forth the source of the “Fees” that accrued on the Debt.

36. The Letter fails to set forth the date that the “Fees” were added to the Debt.

37. The Letter fails to set forth whether additional “Fees” may be added to the Debt.

38. The Letter fails to set forth the amount of any such additional “Fees” that may be added to the Debt.

39. The Letter fails to set forth the date any such additional “Fees” may be added to the debt.

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

41. The Letter fails to provide information that would allow the least sophisticated consumer to determine what he or she will need to pay to resolve the debt at any given moment in the future.

42. The Letter fails to provide an explanation, understandable by Plaintiff, of any “Fees” that may cause the “Balance Due” to further increase.

43. The Letter fails to provide an explanation, understandable by the least sophisticated consumer, of any “Fees” that may cause the “Balance Due” to further increase.

44. 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.

45. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

46. 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.

47. 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.

48. 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.

49. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether

interest, late fees and/or other fees are accruing.

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

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

52. 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.

53. 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.

54. 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.

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

56. 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 “Fees” would continue to accrue, or whether the amount of the debt was static.

57. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

58. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

59. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

60. A collection letter violates 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.

61. The Letter, because of the aforementioned failures, could reasonably be read by the least sophisticated consumer to mean that “Fees” were still accruing.

62. The Letter, because of the aforementioned failures, could reasonably be read by

the least sophisticated consumer to mean that “Fees” were no longer accruing.

63. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the “Balance Due.”

64. The Letter could reasonably be read by the least sophisticated consumer to mean that the debt could be satisfied in full by payment of the “Balance Due” at any time after receipt of the Letter.

65. The Letter could also reasonably be read by the least sophisticated consumer to mean that the “Balance Due” was accurate only on the date of the Letter because of the continued accumulation of “Fees.”

66. 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.

67. For these reasons, Defendant violated 15 U.S.C. §§ 1692e and 1692g. *See Balke v. Alliance One Receivables Management, Inc.*, No. 16-CV-5624(ADS)(AKT), 2017 WL 2634653 (E.D.N.Y. June 19, 2017).

CLASS ALLEGATIONS

68. 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 including a fee, from one year before the date of this Complaint to the present.

69. 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.

70. Defendant regularly engages in debt collection.

71. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts including a fee.

72. 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.

73. 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.

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 consumer protection laws.

JURY DEMAND

74. 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 Representative of the Class, and Plaintiff's 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: October 24, 2017

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders

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.: 114009

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



P.O. Box 5171
Westborough, MA 01581-5171
ADDRESS SERVICE REQUESTED

(800) 962-9898

January 6, 2017

ASSOCIATED CREDIT SERVICES, INC.

P.O. Box 5171
Westborough, MA 01581-5171

CR1 312383778



PERSONAL & CONFIDENTIAL
ANNE MARIE BUCK
11 Hollingwood Dr
Coram NY 11727-3029



Account #: [REDACTED] 1525
Balance Due: \$148.74

Detach Upper Portion and Return with Payment

Creditor: ReadyRefresh by Nestle FORMERLY KNOWN AS POLAND SPRING/DEER PARK
Account #: [REDACTED] 1525
Principle Balance: \$129.34
Interest: \$0.00
Fees: \$19.40
Balance Due: \$148.74
Client Account #: [REDACTED] 5539

Your account has been listed with our office for collection.

Contact Jason Holiday (800) 962-9898.

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 the debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of the debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment against you 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.

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.

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.

New York City Department of Consumer Affairs license number - 0932237.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

For your convenience, make your payment on-line at www.payacs.com

OUR TOLL FREE NUMBER IS (800) 962-9898




POR FAVOR CONSULTE LA REVERSA PARA TRADUCCION EN ESPANOL

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ASSOCIATED CREDIT SERVICES, INC. • 115 Flanders Road, Suite 140, P.O. Box 5171 • Westborough, MA 01581-5171
(800) 962-9898

Office Hours: Monday and Thursday 8am to 8pm EST, Tuesday and Wednesday 8am to 7pm, Friday 8am to 5pm EST
Most Saturdays 8 am to 12 pm EST

**IF PAYING BY CREDIT CARD, FILL OUT BELOW
SI PAGA CON TARJETA DE CRÉDITO, COMPLETE LA SIGUIENTE INFORMACIÓN**

CIRCLE CARD USING FOR PAYMENT ENCIERRE EN UN CÍRCULO LA TARJETA CON LA QUE EFECTUARÁ EL PAGO		   Cards
CARD NUMBER / NÚMERO DE LA TARJETA	EXP. DATE / FECHA DE VENCIMIENTO /	
SIGNATURE / FIRMA	AMOUNT PAID / MONTO PAGADO \$	

*** Desprender la parte superior y devolver con el pago ***

Acreedor: **ReadyRefresh by Nestle FORMERLY KNOWN AS POLAND SPRING/DEER PARK**
 N.º de cuenta: **██████████1525**
 Saldo Principal: **\$129.34**
 Interese: **\$0.00**
 Cargos Extra: **\$19.40**
 Saldo adeudado: **\$148.74**

Su cuenta ha sido enviada a nuestra oficina para su cobranza.

Llame al Jason Holiday (800) 962-9898.

A menos que usted notifique a esta oficina dentro de un plazo de 30 días después de recibir esta notificación, que usted no está de acuerdo con la validez de la deuda o cualquier parte de ella, esta oficina asumirá que la deuda es válida. Si usted notifica a esta oficina por escrito dentro de un plazo de 30 días después de recibir esta notificación, que usted no está de acuerdo con la validez de la deuda o cualquier parte de ella, esta oficina obtendrá la verificación de la deuda o una copia de la sentencia en su contra, y le enviará por correo una copia de dicha sentencia o verificación. Si usted le solicita por escrito a esta oficina dentro de un plazo de 30 días después de recibir esta notificación, esta oficina le proporcionará el nombre y la dirección del acreedor original, si es diferente al acreedor actual.

Si un acreedor o cobrador de deudas recibe un fallo monetario contra usted en los tribunales, las leyes estatales y federales pueden evitar que se tomen los siguientes tipos de ingresos para pagar la deuda: 1. seguridad de ingreso suplementario; 2. seguro social; 3. asistencia pública (asistencia social); 4. manutención del cónyuge, pensión alimenticia o manutención de los hijos; 5. beneficios de desempleo; 6. beneficios de incapacidad; 7. beneficios del seguro de accidentes de trabajo; 8. pensiones públicas o privadas; 9. beneficios de veteranos; 10. préstamos estudiantiles federales, becas federales y fondos federales de trabajo-estudio; y 11. noventa por ciento de su sueldo o salario ganado en los últimos sesenta días.

De acuerdo con la Ley de Prácticas Justas de Cobro de Deudas y la sección 1692 y las siguientes del título 15 del Código de los Estados Unidos, se prohíbe a los cobradores de deudas participar en esfuerzos abusivos, engañosos e injustos de cobro de deudas, incluyendo sin limitación lo siguiente: (i) el uso de la violencia o la amenaza de violencia; (ii) el uso de un lenguaje obsceno o soez; y (iii) llamadas telefónicas repetidas hechas con la intención de molestar, abusar o acosar.

Número de licencia del Departamento de Asuntos del Consumidor de la Ciudad de Nueva York – 0932237.

ESTA COMUNICACIÓN ES DE UN COBRADOR DE DEUDAS. ES UN INTENTO POR COBRAR UNA DEUDA Y TODA INFORMACIÓN QUE SE OBTENGA SE UTILIZARÁ PARA DICHO FIN.

Para su comodidad, puede efectuar su pago en línea en www.payacs.com

NUESTRO NÚMERO DE TELÉFONO GRATUITO ES (800) 962-9898

PLEASE SEE REVERSE SIDE FOR TRANSLATION IN ENGLISH

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(800) 962-9898

Office Hours: Monday and Thursday 8am to 8pm EST, Tuesday and Wednesday 8am to 7pm, Friday 8am to 5pm EST
Most Saturdays 8 am to 12 pm EST

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

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

Annmarie G. Buck, individually and on behalf of all others similarly situated)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
Associated Credit Services, Inc.)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
Associated Credit Services, Inc.
C/O CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY, NEW YORK, 12207-2543

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:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 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

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: ANNMARIE G. BUCK
DEFENDANTS: ASSOCIATED CREDIT SERVICES, INC.
(b) County of Residence of First Listed Plaintiff: SUFFOLK
County of Residence of First Listed Defendant: WORCESTER
(c) Attorneys: BARSHAY SANDERS, PLLC

II. BASIS OF JURISDICTION
III. CITIZENSHIP OF PRINCIPAL PARTIES
O 1 U.S. Government Plaintiff
O 2 U.S. Government Defendant
O 3 Federal Question
O 4 Diversity
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT
CONTRACT
REAL PROPERTY
TORTS
PERSONAL INJURY
CIVIL RIGHTS
PRISONER PETITIONS
FORFEITURE/PENALTY
LABOR
IMMIGRATION
BANKRUPTCY
SOCIAL SECURITY
FEDERAL TAX SUITS
OTHER STATUTES

V. ORIGIN
O 1 Original Proceeding
O 2 Removed from State Court
O 3 Remanded from Appellate Court
O 4 Reinstated or Reopened
O 5 Transferred from Another District
O 6 Multidistrict Litigation - Transfer
O 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing: 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: November 8, 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: [Woman Sues Associated Credit Services Over Allegedly Unauthorized Collection Fee](#)
