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Attorneys for Plaintiffs
Our File No.: 112277

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

Robert J. Paulson and Bernard Roth, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Stoneleigh Recovery Associates, LLC and Bureaus Investment Group Portfolio No. 15, LLC,

Defendants.

Docket No:

COMPLAINT

JURY TRIAL DEMANDED

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

Robert J. Paulson and Bernard Roth, individually and on behalf of all others similarly situated, (hereinafter referred to as “*Plaintiffs*”), by and through the undersigned counsel, complains, states and alleges against Stoneleigh Recovery Associates, LLC and Bureaus Investment Group Portfolio No. 15, LLC (hereinafter referred to collectively as “*Defendants*”), 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, Defendants conducted business within the State of New York.

PARTIES

5. Plaintiff Robert J. Paulson is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Bernard Roth is an individual who is a citizen of the State of New York residing in Nassau County, New York.

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

8. On information and belief, Defendant Stoneleigh Recovery Associates, LLC, is an Illinois Limited Liability Company with a principal place of business in Dupage County, Illinois.

9. On information and belief, Defendant Bureaus Investment Group Portfolio No. 15, LLC, is an Illinois Limited Liability Company with a principal place of business in Cook County, Illinois.

10. Defendants are regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

11. Defendants are “debt collectors” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

12. Defendants allege Plaintiffs owe certain debts.

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

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

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

16. In their efforts to collect the debt alleged owed by Plaintiff Paulson, Defendants contacted Plaintiff Paulson by letter (“the Paulson Letter”) dated August 23, 2016. (“**Exhibit 1.**”)

17. In their efforts to collect the debt alleged owed by Plaintiff Roth, Defendants

contacted Plaintiff Roth by letter (“the Roth Letter”) dated May 4, 2016. (“**Exhibit 1.**”)

18. The Paulson Letter was the initial communication Plaintiff Paulson received from Defendants.

19. 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 PAULSON

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

21. 15 U.S.C. § 1692g provides that within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

22. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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).

31. 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.

32. The debt was incurred on a credit card issued by Capital One, N.A.

33. At all relevant times herein, the debt accrued, and was subject to, interest.

34. At all relevant times herein, the debt accrued, and was subject to, late fees.

35. The Paulson Letter sets forth a “Current Balance Due.”

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

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

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

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

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

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

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

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

44. The Paulson 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.

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

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

47. The Paulson Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to

determine the minimum amount owed at the time of the Letter.

48. The Paulson Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” 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.

49. The Paulson Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of his or her debt.

50. The Paulson Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” 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.

51. The Paulson Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the value of Defendant’s settlement offer because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static, if the settlement was not accepted.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

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

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

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

68. 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).

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

SECOND COUNT
Violation of 15 U.S.C. § 1692e
False or Misleading Representations
AS TO PLAINTIFF PAULSON

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

71. 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.

72. 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.

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

74. 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.

75. 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.

76. 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.

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

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

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

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

81. Because the Paulson 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.

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

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

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

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

85. 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.

86. 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.

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

88. 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.

89. 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.

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

91. 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.

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

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

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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.

102. The Debt was incurred on a credit card issued by Capital One, N.A.

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

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

105. The Letter sets forth a “Current Balance Due.”

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

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

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

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

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

111. The Letter includes a settlement offer.

112. The Letter fails to indicate whether the amount stated may increase due to additional interest if the settlement is not accepted.

113. The Letter fails to indicate whether the amount stated may increase due to

additional late fees if the settlement is not accepted.

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

115. 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.

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

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

118. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the minimum amount owed at the time of the Letter.

119. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” 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.

120. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the amount of his or her debt.

121. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” 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.

122. The Letter, because of the aforementioned failures, and especially because of the use of the word “Current,” would render the least sophisticated consumer unable to determine the value of Defendants’ settlement offer because the consumer would not know whether interest and fees would continue to accrue, or whether the amount of the debt was static, if the settlement was not accepted.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

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

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

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

139. 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.

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

141. 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.

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

CLASS ALLEGATIONS

143. Plaintiffs brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendants attempted to collect a consumer debt without disclosing in their collection letter whether interest and late fees were continuing to accrue, from one year before the date of this Complaint to the present.

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

145. Defendants regularly engage in debt collection.

146. The Class consists of more than 35 persons from whom Defendants attempted to collect delinquent consumer debts without disclosing in their collection letter whether interest and late fees were continuing to accrue.

147. 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.

148. 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. Defendants have acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

149. 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 Defendants' 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

150. 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 Representative of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendants' actions violate the FDCPA; and
- d. Grant damages against Defendants 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
- g. Such other relief that the Court determines is just and proper.

DATED: April 24, 2017

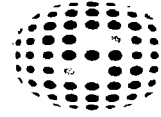
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Fax: (516) 706-5055
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Attorneys for Plaintiffs
Our File No.: 112277

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PO BOX 1118
Charlotte, NC 28201-1118
Personal & Confidential

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STONELEIGH
Recovery Associates

Helping you make a better tomorrow, **TODAY!**

PO Box 1479 Lombard, IL 60148-8479 • Toll Free: 866-724-2330
Monday-Thursday 8AM-8PM (CST) • Friday 8AM-5PM (CST)



May 4, 2016

BERNARD ROTH
63 PROSPECT AVE APT 7A
HEWLETT NY 11557-1626

| | |
|--------------------------------------|---|
| Original Creditor: | CAPITAL ONE, N.A. |
| Orig. Acct. Last Four Digits: | 8029 |
| Current Creditor: | BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC |
| SRA File No.: | 0008 |
| Current Balance Due: | \$5,938.84 |
| Settlement Offer: | \$4,394.74 |
| Due Date: | 05/27/2016 |

IMPORTANT SETTLEMENT OFFER

Dear Bernard Roth,

We have previously notified you of your past due balance of \$5,938.84 that BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC placed with our office.

We have been authorized to accept a \$4,394.74 settlement on the total balance as settlement in full, until 05/27/2016. If you accept this offer it means you will only have to pay \$4,394.74 to settle your account in full. This offer is only open for a limited time and will end after 05/27/2016. We are not obligated to extend or renew this offer.

If you would like to take advantage of this opportunity to pay a considerably lower amount please contact us today. You can pay now by calling toll free 866-724-2330; Monday through Thursday between 8:00 AM and 8:00 PM (CST) or Friday between 8:00 AM and 5:00 PM (CST).

Or you can send a check or money order BEFORE 05/27/2016 to:

Stoneleigh Recovery Associates, LLC
PO Box 1479
Lombard, IL 60148-8479

Please call with any questions or to verify your settlement amount: 866-724-2330.

Sincerely,

Francis Goldstein

Francis Goldstein
Stoneleigh Recovery Associates, LLC

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 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.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.
This letter has been sent by a debt collector.**

PO BOX 1118
Charlotte, NC 28201-1118
Personal & Confidential

9



STONELEIGH
Recovery Associates

Helping you make a better tomorrow. TODAY!

PO Box 1479 Lombard, IL 60148-8479 • Toll Free: 866-724-2330
Monday-Thursday 8AM-8PM (CST) • Friday 8AM-5PM (CST)

May 4, 2016



BERNARD ROTH
63 PROSPECT AVE APT 7A
HEWLETT NY 11557-1626

| | |
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| Due Date: | 05/27/2016 |

IMPORTANT SETTLEMENT OFFER

Dear Bernard Roth,

We have previously notified you of your past due balance of \$5,938.84 that BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC placed with our office.

We have been authorized to accept a \$4,394.74 settlement on the total balance as settlement in full, until 05/27/2016. If you accept this offer it means you will only have to pay \$4,394.74 to settle your account in full. This offer is only open for a limited time and will end after 05/27/2016. We are not obligated to extend or renew this offer.

If you would like to take advantage of this opportunity to pay a considerably lower amount please contact us today. You can pay now by calling toll free 866-724-2330; Monday through Thursday between 8:00 AM and 8:00 PM (CST) or Friday between 8:00 AM and 5:00 PM (CST).

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Sincerely,
Francis Goldstein
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Stoneleigh Recovery Associates, LLC

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abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use of 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.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.
This letter has been sent by a debt collector.**

▲ Please Detach And Return in The Enclosed Envelope With Your Payment ▲

BERNARD ROTH
63 PROSPECT AVE APT 7A
HEWLETT NY 11557-1626

| | |
|--------------------------------------|---|
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| Current Creditor: | BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC |
| SRA File No.: | 0008 |
| Current Balance Due: | \$5,938.84 |
| Settlement Offer: | \$4,394.74 |
| Due Date: | 05/27/2016 |
| Enclosed Amount: | |

| Change of Address Notification | | |
|--------------------------------|-------------------------|------|
| Address | | Apt# |
| City | State | Zip |
| Home Phone () - | Business Phone () - | |



Stoneleigh Recovery Associates, LLC
PO Box 1479
Lombard, IL 60148-8479



PO BOX 1118
Charlotte, NC 28201-1118
Personal & Confidential

5

PO Box 1479 Lombard, IL 60148-8479 • Toll Free: 866-724-2330
Monday-Thursday 8AM-8PM (CST) • Friday 8AM-5PM (CST)



August 23, 2016


ROBERT PAULSON
50 PAMEECHES PATH
EAST MORICHES NY 11940-1312

| | |
|--------------------------------------|---|
| Original Creditor: | CAPITAL ONE, N.A. |
| Orig. Acct. Last Four Digits: | 6972 |
| Current Creditor: | BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC |
| SRA File No.: | 5453 |
| Current Balance Due: | \$5,813.55 |

Dear Robert Paulson,

We would like to take this opportunity to inform you that BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC has purchased your account from CAPITAL ONE, N.A.. BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC has referred your delinquent account of \$5,813.55 to this agency for collection.

This notice has been sent by a collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose. 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 from 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 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 law does not require us to wait until the end of the 30 day period before taking further collection efforts. But, if disputed, this office will cease collection activities until we provide you with the requested validation information.

If you have any questions or for further information, write the undersigned or call toll-free at 866-724-2330 Monday through Thursday between 8:00 AM and 8:00 PM (CST) or Friday between 8:00 AM and 5:00 PM (CST).

Regards,
Francis Goldstein
Francis Goldstein
Stoneleigh Recovery Associates, LLC

Total debt amount due as of charge-off: \$5813.55
Total interest amount accrued since charge-off: \$0.00
Total non-interest charges/fees accrued since charge-off: \$0.00
Total payments made since charge-off: \$0.00

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 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.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.
This letter has been sent by a debt collector.**

▲ Please Detach And Return in The Enclosed Envelope With Your Payment ▲

ROBERT PAULSON
50 PAMEECHES PATH
EAST MORICHES NY 11940-1312

| | |
|--------------------------------------|---|
| Original Creditor: | CAPITAL ONE, N.A. |
| Orig. Acct. Last Four Digits: | 6972 |
| Current Creditor: | BUREAUS INVESTMENT GROUP PORTFOLIO NO 15 LLC |
| SRA File No.: | 5453 |
| Current Balance Due: | \$5,813.55 |
| Enclosed Amount: | |

| Change of Address Notification | | |
|--------------------------------|-------------------------|-----|
| Address | Apt# | |
| City | State | Zip |
| Home Phone () - | Business Phone () - | |


Stoneleigh Recovery Associates, LLC
PO Box 1479
Lombard, IL 60148-8479

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: ROBERT J. PAULSON
DEFENDANTS: STONELEIGH RECOVERY ASSOCIATES, LLC
(b) County of Residence of First Listed Plaintiff: SUFFOLK
County of Residence of First Listed Defendant: DUPAGE
(c) Attorneys (Firm Name, Address, and Telephone Number): BARSHAY SANDERS, PLLC, 100 Garden City Plaza, Ste 500, Garden City, NY 11530, (516) 203-7600

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)
O 1 U.S. Government Plaintiff
O 2 U.S. Government Defendant
O 3 Federal Question (U.S. Government Not a Party)
O 4 Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
O 1 O 1
O 2 O 2
O 3 O 3
PIF DEF
O 4 O 4
O 5 O 5
O 6 O 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT
O 110 Insurance
O 120 Marine
O 130 Miller Act
O 140 Negotiable Instrument
O 150 Recovery of Overpayment & Enforcement of Judgment
O 151 Medicare Act
O 152 Recovery of Defaulted Student Loans (Excludes Veterans)
O 153 Recovery of Overpayment of Veteran's Benefits
O 160 Stockholders' Suits
O 190 Other Contract
O 195 Contract Product Liability
O 196 Franchise
TORTS
PERSONAL INJURY
O 310 Airplane
O 315 Airplane Product Liability
O 320 Assault, Libel & Slander
O 330 Federal Employers' Liability
O 340 Marine
O 345 Marine Product Liability
O 350 Motor Vehicle
O 355 Motor Vehicle Product Liability
O 360 Other Personal Injury
O 362 Personal Injury - Medical Malpractice
PERSONAL INJURY
O 365 Personal Injury - Product Liability
O 367 Health Care/Pharmaceutical Personal Injury Product Liability
O 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
O 370 Other Fraud
O 371 Truth in Lending
O 380 Other Personal Property Damage
O 385 Property Damage Product Liability
FORFEITURE/PENALTY
O 625 Drug Related Seizure of Property 21 USC 881
O 690 Other
LABOR
O 710 Fair Labor Standards Act
O 720 Labor/Management Relations
O 740 Railway Labor Act
O 751 Family and Medical Leave Act
O 790 Other Labor Litigation
O 791 Employee Retirement Income Security Act
IMMIGRATION
O 462 Naturalization Application
O 465 Other Immigration Actions
BANKRUPTCY
O 422 Appeal 28 USC 158
O 423 Withdrawal 28 USC 157
PROPERTY RIGHTS
O 820 Copyrights
O 830 Patent
O 840 Trademark
SOCIAL SECURITY
O 861 HIA (1395ff)
O 862 Black Lung (923)
O 863 DIWC/DIWW (405(g))
O 864 SSID Title XVI
O 865 RSI (405(g))
FEDERAL TAX SUITS
O 870 Taxes (U.S. Plaintiff or Defendant)
O 871 IRS—Third Party 26 USC 7609
OTHER STATUTES
O 375 False Claims Act
O 400 State Reapportionment
O 410 Antitrust
O 430 Banks and Banking
O 450 Commerce
O 460 Deportation
O 470 Racketeer Influenced and Corrupt Organizations
O 480 Consumer Credit
O 490 Cable/Sat TV
O 850 Securities/Commodities/Exchange
O 890 Other Statutory Actions
O 891 Agricultural Acts
O 893 Environmental Matters
O 895 Freedom of Information Act
O 896 Arbitration
O 899 Administrative Procedure Act/Review or Appeal of Agency Decision
O 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
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 (specify)
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 (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 O No

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

DATE: May 2, 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

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Robert J. Paulson and Bernard Roth, individually and on behalf of all others similarly situated

Plaintiff(s)

v.

Stoneleigh Recovery Associates, LLC and Bureaus Investment Group Portfolio No. 15, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bureaus Investment Group Portfolio No. 15, LLC
650 DUNDEE RD.
SUITE 370
NORTHBROOK, ILLINOIS, 60062

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Craig B. Sanders, Esq.
100 Garden City Plaza
Suite 500
Garden City, New York 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Robert J. Paulson and Bernard Roth, individually and on behalf of all others similarly situated

Plaintiff(s)

v.

Stoneleigh Recovery Associates, LLC and Bureaus Investment Group Portfolio No. 15, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Stoneleigh Recovery Associates, LLC 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: Craig B. Sanders, Esq. 100 Garden City Plaza Suite 500 Garden City, New York 11530

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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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
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_____ on *(date)* _____ ; or

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumers Claim Debt Collectors' Letters Violate FDCA](#)
