

**BARSHAY SANDERS, PLLC**  
100 Garden City Plaza, Suite 500  
Garden City, New York 11530  
Tel: (516) 203-7600  
Fax: (516) 706-5055  
Email: *ConsumerRights@BarshaySanders.com*  
*Attorneys for Plaintiffs*  
Our File No.: 112677

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

Marisa J. Sabin and Lisa Testa, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Vital Recovery 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

Marisa J. Sabin and Lisa Testa, 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 Vital Recovery 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 Marisa J. Sabin is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Lisa Testa 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 Vital Recovery Services, Inc., is a Georgia Corporation with a principal place of business in Gwinnet County, Georgia.

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 Marisa J. Sabin, Defendant contacted Plaintiff Sabin by letter (“the Sabin Letter”) dated May 20, 2016. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Lisa Testa, Defendant contacted Plaintiff Testa by letter (“the Testa Letter”) dated April 30, 2016. (“**Exhibit 1.**”)

17. The Letter was the initial communication Plaintiff Sabin received from Defendant.

18. The Letter was the initial communication Plaintiff Testa received from Defendant.

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 SABIN**

20. Plaintiff Sabin 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 an interest-bearing account.

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

34. The Sabin Letter sets forth a “Principal Amount Due.”

35. The Letter also states an “Interest Due.”

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

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

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

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

40. 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.

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

42. 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.

43. 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.

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

45. 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.

46. 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.

47. 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.

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 applicable interest rate.

49. 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.

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 the amount of interest during any measurable period.

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 on any date after the date of the Letter.

52. 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.

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

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

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

56. 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).

57. 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 SABIN**

58. Plaintiff Sabin repeats and realleges the foregoing paragraphs as if fully restated

herein.

59. 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.

60. 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.

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

62. 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.

63. 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.

64. 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.

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

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

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

68. 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.

69. 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.

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

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

**THIRD COUNT**  
**Violation of 15 U.S.C. § 1692g**  
**Failure to Adequately Convey the Amount of the Debt**  
**AS TO PLAINTIFF TESTA**

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

73. 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.

74. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

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

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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).

83. 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.

84. The Debt was incurred on an interest bearing.

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

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

87. The Testa Letter sets forth a “Principal Amount Due.”

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

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

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

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

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

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

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

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

96. 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.

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

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

99. 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.

100. 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.

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



102. 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.

103. 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.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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.

111. 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.

112. 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.

113. 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.

114. 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.

115. 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.

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

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

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

119. 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).

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

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

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

122. 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.

123. 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.

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

125. 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.

126. 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.

127. 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.

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

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

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

131. 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.

132. Because the Testa 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.

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

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

### **CLASS ALLEGATIONS**

135. 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, from one year before the date of this Complaint to the present.

136. 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.

137. Defendant regularly engages in debt collection.

138. 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.

139. 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.

140. 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.

141. 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**

142. 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
- g. Such other relief that the Court determines is just and proper.

DATED: April 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 Plaintiffs*  
Our File No.: 112677

BARSHAY | SANDERS<sup>PLLC</sup>  
100 GARDEN CITY PLAZA, SUITE 500  
GARDEN CITY, NEW YORK 11530

VITAL RECOVERY SERVICES, LLC  
PO Box 923748  
Peachtree Corners, GA 30010-3748  
(888)297-4067

RETURN SERVICE REQUESTED

May 20, 2016

New Account #: [REDACTED] 5112  
Original Account #: [REDACTED] 9268  
Last Payment Date: March 16, 2016  
Principal Amount Due: \$4654.50  
Interest Due: \$243.64  
Misc. Fee Due: \$0.00  
Total Balance Due: \$4898.14



1,989

MARISA SABIN  
267 CARLLS PATH  
DEER PARK NY 11729-5401

0071 [REDACTED] 5112



**IMPORTANT NOTICE:  
PLEASE RESPOND**

**YOUR LENDING CLUB ACCOUNT HAS BEEN PLACED WITH US FOR COLLECTION**

Dear MARISA SABIN:

VITAL RECOVERY SERVICES, LLC is now servicing the LOAN account noted above that is held by ACL Consumer Loan Trust III. This account was serviced by Lending Club and they have placed it with us for collections.

Send your full payment with the coupon below or call us. We would like to discuss the matter with you.

As of the date of this letter, you owe \$4898.14. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (888)297-4067.

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

For further information or to pay by phone, please call VITAL RECOVERY SERVICES, LLC at (888)297-4067.

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

**This letter is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. This communication is from a debt collector**

NEW YORK CITY RESIDENTS: Kyle Sutter, Operations Manager, B: 678-578-1045.  
New York City Department of Consumer Affairs License Number: 1126452

To make a payment online: <https://pay.vitalrecovery.com/>  
Sign on using payment id: [REDACTED] 1225

↓ Detach Here And Remit Lower Portion With Payment In The Enclosed Reply Envelope ↓

Make check payable to:  
**VITAL RECOVERY SERVICES, LLC**

05232016

NEW ACCT #: [REDACTED] 5112  
TOTAL BALANCE DUE: \$4898.14

Amount Paid:

Home Phone: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

0071 V01 [REDACTED] 5112

VITAL RECOVERY SERVICES, LLC  
PO BOX 923747  
PEACHTREE CORS., GA 30010-3747

MARISA SABIN  
267 CARLLS PATH  
DEER PARK NY 11729-5401



Check here if address has changed.  
Please note changes on reverse side.

RETURN SERVICE REQUESTED

April 30, 2016

VITAL RECOVERY SERVICES, LLC  
PO Box 923748  
Peachtree Corners, GA 30010-3748  
(866)312-5580

New Account #: [REDACTED] 6956

Original Account #: [REDACTED] 6275

Last Payment Date: February 26, 2016

Principal Amount Due: \$255.78

Interest Due: \$0.00

Misc. Fee Due: \$0.00

Total Balance Due: \$255.78



LISA TESTA  
50 BAYVILLE AVE APT 8  
BAYVILLE NY 11709-1658

0020

[REDACTED] 6956



**IMPORTANT NOTICE:  
PLEASE RESPOND**

**YOUR ACCOUNT HAS BEEN PLACED WITH US FOR COLLECTION**

Dear LISA TESTA:

VITAL RECOVERY SERVICES, LLC is now servicing the LEASE END OF TERM account noted above that is held by NISSAN MOTOR ACCEPTANCE CORP. They have placed it with us to collect it for them after their review of your matured lease. They determined there is a balance still remaining on your account due to:

**- Excessive Mileage - Excessive Wear and Tear - Late Fees**

Send your full payment with the coupon below or call us. We would like to discuss the matter with you.

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

For further information or to pay by phone, please call VITAL RECOVERY SERVICES, LLC at (866)312-5580.

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

**This letter is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. This communication is from a debt collector**

NEW YORK CITY RESIDENTS: Kyle Sutter, Operations Manager, B: 678-578-1045.  
New York City Department of Consumer Affairs License Number: 1126452

To make a payment online: <https://pay.vitalrecovery.com/>  
Sign on using payment id: [REDACTED] 5640

↓ Detach Here And Remit Lower Portion With Payment In The Enclosed Reply Envelope ↓

Make check payable to:  
**VITAL RECOVERY SERVICES, LLC**

0522016

NEW ACCT #: [REDACTED] 6956  
TOTAL BALANCE DUE: \$255.78

Amount Paid:

Home Phone: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

0020 V01 [REDACTED] 6956

VITAL RECOVERY SERVICES, LLC  
PO BOX 923747  
PEACHTREE CORS., GA 30010-3747

LISA TESTA  
50 BAYVILLE AVE APT 8  
BAYVILLE NY 11709-1658



Check here if address has changed.  
Please note changes on reverse side.

**We are required under state law to notify consumers of the following rights. This list does not contain a complete list of rights consumers have under state and federal law.**

NEW YORK RESIDENTS: 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:

- A) THE USE OR THREAT OF VIOLENCE;
- B) THE USE OF OBSCENE OR PROFANE LANGUAGE; AND
- C) 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.



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: MARISA J. SABIN
DEFENDANTS: VITAL RECOVERY SERVICES, INC.
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(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: 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, O 153 Recovery of Overpayment of Veteran's Benefits, O 160 Stockholders' Suits, O 190 Other Contract, O 195 Contract Product Liability, O 196 Franchise
REAL PROPERTY: O 210 Land Condemnation, O 220 Foreclosure, O 230 Rent Lease & Ejectment, O 240 Torts to Land, O 245 Tort Product Liability, O 290 All Other Real Property
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
PRISONER PETITIONS: Habeas Corpus: O 463 Alien Detainee, O 510 Motions to Vacate Sentence, O 530 General, O 535 Death Penalty
Other: O 540 Mandamus & Other, O 550 Civil Rights, O 555 Prison Condition, O 560 Civil Detainee Conditions of Confinement
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 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
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 No

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

DATE: April 27, 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

Marisa J. Sabin and Lisa Testa, individually and on behalf of all others similarly situated

Plaintiff(s)

v.

Vital Recovery Services, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Vital Recovery Services, Inc.
3795 Data Drive
Suite 200
PEACHTREE CORNERS, Georgia 30092

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**

# 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 Collector's Letter Missing Vital Information](#)

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