

FILED

2017 JUN 12 PM 4:00
U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

BARSHAY SANDERS, PLLC
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Our File No.: 113445

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

Stanley P. Sorrentino and Howard Hertzovitz,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

NCC Business Services, Inc.,

Defendant.

Docket No: **3:17-cv-667-J-32 JRK**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

Stanley P. Sorrentino and Howard Hertzovitz, 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 NCC Business 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 Florida.

PARTIES

5. Plaintiff Stanley P. Sorrentino is an individual who is a citizen of the State of New York residing in Nassau County, New York.

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

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

8. On information and belief, Defendant NCC Business Services, Inc., is a Florida Corporation with a principal place of business in Duval County, Florida.

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 Sorrentino, Defendant contacted Plaintiff Sorrentino by letter (“the Sorrentino Letter”) dated June 6, 2016. (“**Exhibit 1.**”)

16. In its efforts to collect the debt alleged owed by Plaintiff Hertzovitz, Defendant contacted Plaintiff Hertzovitz by letter (“the Hertzovitz Letter”) dated June 20, 2016. (“**Exhibit 1.**”)

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

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

19. The Letters are identical in all material respects.

20. 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 SORRENTINO

21. Plaintiff Sorrentino repeats and realleges paragraphs 1 through 4, 5, 7 through 15, 17 and 19 through 20, as if fully restated herein.

22. 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.

23. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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).

32. 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.

33. The Debt was incurred on a Evine Live credit card underwritten by Synchrony Bank.

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

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

36. Pursuant to the terms and conditions of the Evine Live credit card underwritten by Synchrony Bank, at all relevant times herein, the Debt accrued, and was subject to, interest.

37. Pursuant to the terms and conditions of the Evine Live credit card underwritten by Synchrony Bank, at all relevant times herein, the Debt accrued, and was subject to, late fees.

38. The Sorrentino Letter sets forth an “Amount.”

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

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

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

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

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

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

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

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

47. The Sorrentino 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.

48. The Sorrentino Letter fails to include any “safe harbor” language concerning the

accrual of interest.

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

50. The Sorrentino 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.

51. The Sorrentino 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.

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

53. The Sorrentino 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.

54. The Sorrentino 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.

55. The Sorrentino 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.

56. The Sorrentino 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.

57. 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.

58. 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.

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 the amount of interest during any measurable period.

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60. 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.

61. 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.

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 indicate the amount of late fees.

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 indicate the date such fees will be added.

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 the amount of late fees during any measurable period.

65. 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.

66. 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.

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

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

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

70. 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).

71. 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 SORRENTINO

72. Plaintiff Sorrentino repeats and realleges paragraphs 1 through 4, 5, 7 through 15, 17, 19 through 20, and 33 through 71 as if fully restated herein.

73. 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.

74. 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.

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

76. 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.

77. 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.

78. 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.

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

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

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

82. 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.

83. Because the Sorrentino 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.

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

85. 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 HERTZOVITZ

86. Plaintiff Hertzovitz repeats and realleges paragraphs 1 through 4, 6, 7 through 14, 16, 18 through 20, and 22 through 32 as if fully restated herein repeats and realleges the foregoing paragraphs as if fully restated herein.

87. The Debt was incurred on a PayPal credit account underwritten by Synchrony Bank.

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

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

90. Pursuant to the terms and conditions of the PayPal credit account underwritten by Synchrony Bank, at all relevant times herein, the Debts accrued, and was subject to, interest.

91. Pursuant to the terms and conditions of the PayPal credit account underwritten by Synchrony Bank, at all relevant times herein, the Debts accrued, and was subject to, late fees.

92. The Hertzovitz Letter sets forth an "Amount."

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

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

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

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

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

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

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

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

101. The Hertzovitz 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.

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

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

104. The Hertzovitz 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.

105. The Hertzovitz 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.

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

107. The Hertzovitz 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.

108. 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.

109. 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.

110. 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.

111. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Hertzovitz Letter fails to indicate the applicable interest rate.

112. If interest is continuing to accrue, the least sophisticated consumer would not

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know how to satisfy the debt because the Hertzovitz Letter fails to indicate the date of accrual of interest.

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

114. If interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Hertzovitz 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 interest is continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Hertzovitz 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. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Hertzovitz Letter fails to indicate the amount of late fees.

117. If late fees are continuing to accrue, the least sophisticated consumer would not know how to satisfy the debt because the Hertzovitz Letter fails to indicate the date such fees will be added.

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

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

120. If 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.

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

122. The failure to include the foregoing information renders the Letter's statement of

the amount of the debt, even if otherwise accurate, incomplete.

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

124. 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).

125. 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 HERTZOVITZ

126. Plaintiff Hertzovitz repeats and realleges paragraphs 1 through 4, 6, 7 through 14, 16, 18 through 20, 22 through 32, 73 through 80, and 86 through 125, as if fully restated herein.

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

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

129. Because the Hertzovitz 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.

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

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

CLASS ALLEGATIONS

132. Plaintiffs bring this action individually and as a class action on behalf of all persons similarly situated in the United States from whom Defendant attempted to collect a consumer debt incurred on a credit account underwritten by Synchrony Bank, where, as here, the terms and conditions of the credit card provide for continued interest and late fees, from one year before the date of this Complaint to the present.

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

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GARDEN CITY, NEW YORK 11530

134. Defendant regularly engages in debt collection.

135. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts incurred on a credit account underwritten by Synchrony Bank, where, as here, the terms and conditions of the credit card provide for continued interest and late fees.

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

137. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

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

JURY DEMAND

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiffs as Class Representatives of the Class, and

Plaintiffs' attorneys as Class Counsel; and

- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: June 6, 2017

BARSHAY SANDERS PLLC

By:  _____

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Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
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Attorneys for Plaintiffs
Our File No.: 113445

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GARDEN CITY, NEW YORK 11530

EXHIBIT 1

9428 Baymeadows Rd. Suite 200
 Jacksonville, FL 32256-0040

Personal & Confidential

5 00000040

IF PAYING BY DEBIT CARD, PLEASE FILL OUT BELOW	
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT



Stanley Sorrentino
 229 Sullivan Ave
 Farmingdale, NY 11735-5047



NCC BUSINESS SERVICES, INC.
 PO BOX 24739
 JACKSONVILLE, FL 32241-4739

NCC Account Number: [REDACTED] 0034
 Amount Due: \$2,068.98

*** Detach Upper Portion And Return With Payment ***

NCC Business Services, Inc.

9428 Baymeadows Rd. Suite 200
 Jacksonville, FL 32256
 Phone: 888-880-6020

Office Hours: Mon-Thurs 8:00am - 9:00pm,
 Fri. 8:00am - 5:00pm or Sat. 8:00am - 12:00pm

June 6, 2016

Account Summary	
Original Creditor SYNCHRONY BANK \ SYNCB/Evine Live	
NCC Account No. [REDACTED] 0034	Amount \$2,068.98
Client No. XXXXXXXXXXXX9285	

This account has been listed with our company for collections. Federal law requires us to notify you that:

Unless you notify this office within 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 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 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.

- Total amount as of charge-off: \$2068.98
- Total amount of interest accrued since charge-off: \$0.00
- Total amount of non-interest charges or fees accrued since charge-off: \$0.00
- Total amount of payments made on the debt since the charge-off: \$0.00

Sincerely

Kevin Zindars
 NCC Business Services, Inc.

PAYMENT OPTIONS	
Payments By Internet	
www.nccpay1.com Debit Card	
Payments By Phone	
Please Call 888-880-6020 Debit Card Check-By-Phone	
Payments By Mail	
Debit Card, Check <i>(You can use the return envelope provided and the top portion of this notice for your convenience.)</i>	

As a New York consumer, we are informing you that:

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws 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.

OUR NEW YORK CITY LICENSE NUMBER IS 1309239-DCA.

This is an attempt to collect a debt and any information received will be used for that purpose. In addition this communication is from a debt collector.

9428 Baymeadows Rd. Suite 200
 Jacksonville, FL 32256-0022

4 00000022

Personal & Confidential



Howard Hertzovitz
 4 Orange Ct
 Mount Sinai, NY 11766-1814

IF PAYING BY DEBIT CARD, PLEASE FILL OUT BELOW	
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

NCC BUSINESS SERVICES, INC.
 PO BOX 24739
 JACKSONVILLE, FL 32241-4739

NCC Account Number: 2335
 Amount Due: \$342.74

*** Detach Upper Portion And Return With Payment ***

NCC Business Services, Inc.

9428 Baymeadows Rd. Suite 200
 Jacksonville, FL 32256
 Phone: 888-880-6020

Office Hours: Mon-Thurs 8:00am - 9:00pm,
 Fri. 8:00am - 5:00pm or Sat. 8:00am - 12:00pm

June 20, 2016

Account Summary	
Original Creditor SYNCHRONY BANK \ PayPal Smart Connect	
NCC Account No. 2335	Amount \$342.74
Client No. XXXXXXXXXXXX3347	

This account has been listed with our company for collections. Federal law requires us to notify you that:

Unless you notify this office within 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 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 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.

- Total amount as of charge-off: \$342.74
- Total amount of interest accrued since charge-off: \$0.00
- Total amount of non-interest charges or fees accrued since charge-off: \$0.00
- Total amount of payments made on the debt since the charge-off: \$0.00

Sincerely

Kevin Zindars
 NCC Business Services, Inc.

PAYMENT OPTIONS
<p>Payments By Internet</p> <p>www.nccpay1.com Debit Card</p>
<p>Payments By Phone</p> <p>Please Call 888-880-6020 Debit Card Check-By-Phone</p>
<p>Payments By Mail</p> <p>Debit Card, Check (You can use the return envelope provided and the top portion of this notice for your convenience.)</p>

As a New York consumer, we are informing you that:

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws 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.

OUR NEW YORK CITY LICENSE NUMBER IS 1309239-DCA.

This is an attempt to collect a debt and any information received will be used for that purpose. In addition this communication is from a debt collector.

CIVIL COVER SHEET

JS 44 (Rev. 07/16)

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

STANLEY P. SORRENTINO

(b) County of Residence of First Listed Plaintiff NASSAU
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
BARSHAY SANDERS, PLLC
100 Garden City Plaza, Ste 500, Garden City, NY 11530
(516) 203-7600

DEFENDANTS

NCC BUSINESS SERVICES, INC.

County of Residence of First Listed Defendant NEW YORK
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 01 U.S. Government Plaintiff
- 02 U.S. Government Defendant
- 03 Federal Question (U.S. Government Not a Party)
- 04 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PIF	DEF
Citizen of This State	<input type="radio"/> 01	<input type="radio"/> 01	<input type="radio"/> 04	<input type="radio"/> 04
Citizen of Another State	<input type="radio"/> 02	<input type="radio"/> 02	<input type="radio"/> 05	<input type="radio"/> 05
Citizen or Subject of a Foreign Country	<input type="radio"/> 03	<input type="radio"/> 03	<input type="radio"/> 06	<input type="radio"/> 06

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="radio"/> 110 Insurance <input type="radio"/> 120 Marine <input type="radio"/> 130 Miller Act <input type="radio"/> 140 Negotiable Instrument <input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="radio"/> 151 Medicare Act <input type="radio"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="radio"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="radio"/> 160 Stockholders' Suits <input type="radio"/> 190 Other Contract <input type="radio"/> 195 Contract Product Liability <input type="radio"/> 196 Franchise	PERSONAL INJURY <input type="radio"/> 310 Airplane <input type="radio"/> 315 Airplane Product Liability <input type="radio"/> 320 Assault, Libel & Slander <input type="radio"/> 330 Federal Employers' Liability <input type="radio"/> 340 Marine <input type="radio"/> 345 Marine Product Liability <input type="radio"/> 350 Motor Vehicle <input type="radio"/> 355 Motor Vehicle Product Liability <input type="radio"/> 360 Other Personal Injury <input type="radio"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="radio"/> 365 Personal Injury - Product Liability <input type="radio"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="radio"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="radio"/> 370 Other Fraud <input type="radio"/> 371 Truth in Lending <input type="radio"/> 380 Other Personal Property Damage <input type="radio"/> 385 Property Damage Product Liability	<input type="radio"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="radio"/> 690 Other LABOR <input type="radio"/> 710 Fair Labor Standards Act <input type="radio"/> 720 Labor/Management Relations <input type="radio"/> 740 Railway Labor Act <input type="radio"/> 751 Family and Medical Leave Act <input type="radio"/> 790 Other Labor Litigation <input type="radio"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="radio"/> 462 Naturalization Application <input type="radio"/> 465 Other Immigration Actions	<input type="radio"/> 422 Appeal 28 USC 158 <input type="radio"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="radio"/> 820 Copyrights <input type="radio"/> 830 Patent <input type="radio"/> 840 Trademark SOCIAL SECURITY <input type="radio"/> 861 HIA (1395ff) <input type="radio"/> 862 Black Lung (923) <input type="radio"/> 863 DIWC/DIWW (405(g)) <input type="radio"/> 864 SSID Title XVI <input type="radio"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="radio"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="radio"/> 871 IRS—Third Party 26 USC 7609	<input type="radio"/> 375 False Claims Act <input type="radio"/> 400 State Reapportionment <input type="radio"/> 410 Antitrust <input type="radio"/> 430 Banks and Banking <input type="radio"/> 450 Commerce <input type="radio"/> 460 Deportation <input type="radio"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="radio"/> 480 Consumer Credit <input type="radio"/> 490 Cable/Sat TV <input type="radio"/> 850 Securities/Commodities/Exchange <input type="radio"/> 890 Other Statutory Actions <input type="radio"/> 891 Agricultural Acts <input type="radio"/> 893 Environmental Matters <input type="radio"/> 895 Freedom of Information Act <input type="radio"/> 896 Arbitration <input type="radio"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="radio"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="radio"/> 210 Land Condemnation <input type="radio"/> 220 Foreclosure <input type="radio"/> 230 Rent Lease & Ejectment <input type="radio"/> 240 Torts to Land <input type="radio"/> 245 Tort Product Liability <input type="radio"/> 290 All Other Real Property	CIVIL RIGHTS <input type="radio"/> 440 Other Civil Rights <input type="radio"/> 441 Voting <input type="radio"/> 442 Employment <input type="radio"/> 443 Housing/Accommodations <input type="radio"/> 445 Amer. w/Disabilities - Employment <input type="radio"/> 446 Amer. w/Disabilities - Other <input type="radio"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="radio"/> 463 Alien Detainee <input type="radio"/> 510 Motions to Vacate Sentence <input type="radio"/> 530 General <input type="radio"/> 535 Death Penalty Other: <input type="radio"/> 540 Mandamus & Other <input type="radio"/> 550 Civil Rights <input type="radio"/> 555 Prison Condition <input type="radio"/> 560 Civil Detainee Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 01 Original Proceeding
- 02 Removed from State Court
- 03 Remanded from Appellate Court
- 04 Reinstated or Reopened
- 05 Transferred from Another District (specify)
- 06 Multidistrict Litigation - Transfer
- 08 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION: (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)
15 USC §1692 - Fair Debt Collection Practices

VII. Previous Bankruptcy Matters: ((For nature of suite 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 400 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

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

X. This Case (check one box) Is not a refiling of a previously dismissed action is a refiling of case number _____ previously dismissed by Judge _____

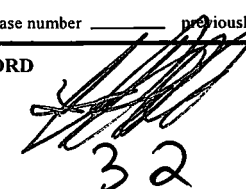
DATE June 7, 2017

SIGNATURE OF ATTORNEY OF RECORD

JAX024349

\$400

✓



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JRK

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NCC Business Services Facing FDCPA Class Action](#)
