

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. \_\_\_\_\_

TONNETTE SAMUELS COX,

Plaintiff,

vs.

NORTHSTAR LOCATION SERVICES, LLC,

Defendant.

\_\_\_\_\_ /

**DEFENDANT’S NOTICE OF REMOVAL**

As provided by 42 U.S.C. §1441 *et seq.*, Defendant, NORTHSTAR LOCATION SERVICES, LLC (“Defendant Northstar”) hereby files this Notice of Removal of the above-styled action from the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, where the action is now pending under Case Number CACE 23-016989, to the United States District Court for the Southern District of Florida. In connection with this Notice of Removal, Defendant states:

1. The above-styled action was commenced by Plaintiff, TONNETTE SAMUELS COX (“Plaintiff”), in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, by the filing of a Complaint on or about August 15, 2023. Defendant Northstar was served with a copy of the Complaint and the Summons on August 17, 2023. The Complaint is attached hereto as Exhibit A.

2. The action, which is of a civil nature, involves claims by Plaintiff against defendant for alleged violations of the federal Fair Debt Collections Practices Act (“FDCPA”) in connection with certain alleged collections activity.

3. The Court has federal question jurisdiction over this matter pursuant to 28 U.S.C.

§§1331 and 1441(a), since Plaintiff is alleging violations of a federal statute – the FDCPA, which is codified at 15 U.S.C. §1692 et seq.

4. This Notice of Removal is timely, since 28 U.S.C. 1446(b) grants parties thirty (30) days to remove an action to Federal Court “after receipt . . . of a copy of the initial pleading . . . or within thirty days after the service of summons upon the defendant if such initial pleading has been filed in court and is not required to be served on the defendant, whichever period is shorter.” *See* 28 U.S.C. 1446(b).

5. Defendant Northstar first received the Complaint, a copy of which is attached as Exhibit A, on August 17, 2023, less than thirty (30) days ago, and Defendant Northstar, filed a request for extension of time to respond to the Complaint, attached hereto as Exhibit B.

6. Given that the above-styled state court action is pending in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, this case is removable to the United States District Court for the Southern District of Florida. *See* 28 U.S.C. § 1441(a).

7. Defendant Northstar will give written notice of the filing of this Notice of Removal, as required by 28 U.S.C. §1446(d).

#### **MEMORANDUM OF LAW**

##### **A. The United States District Court Has Jurisdiction Over this Matter**

A state court action may be removed to a United States District Court where “the district courts of the United States have original jurisdiction[.]” 28 U.S.C. §1441(a). In the instant case, original jurisdiction is available under 28 U.S.C. §1331, which provides, “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.”

This civil action purports to arise under federal law, since Plaintiff alleges that Defendant Northstar violated the federal FDCPA. There are no claims asserted in the Complaint that arise under state law.

**B. Defendant Northstar Has Complied With the Procedure for Removal**

The procedure governing removal of actions first filed in state court is governed by 28 U.S.C. §1446. Section 1446 provides that any defendant desiring to remove a civil action from state court must file a notice of removal which contains:

a short plain statement of the grounds for removal, together with a copy of all process, pleadings and orders served upon such defendant in such action.

*See* 28 U.S.C. §1446. Furthermore, any notice of removal must be filed within thirty (30) days after receipt of the initial pleading. *See* 28 U.S.C. §1446.

Paragraphs 1 through 7 above set forth the grounds on which removal is sought, specifically citing the federal statutes upon which original jurisdiction is premised (under 28 U.S.C. § 1331) and the factual support for that jurisdiction. Accordingly, Defendant Northstar has complied with the terms of 28 U.S.C. §1446 which dictate that a short plain statement of the grounds for removal accompany any notice of removal. In addition, this notice has annexed to it all process, pleadings and other papers that have been served on Defendant Northstar in compliance with 28 U.S.C. §1446.

**C. Conclusion**

Defendant has complied with the procedural requirements of 28 U.S.C. §1446, the Federal Rules of Civil Procedure, and the Local Rules of the Southern District of Florida which govern removal from state court, and this Court has original jurisdiction over this matter.

Accordingly, Defendant Northstar respectfully requests that the United States District Court for the Southern District of Florida take jurisdiction over this action.

WHEREFORE, Defendant, NORTHSTAR LOCATION SERVICES, LLC, hereby gives notice that the state court action pending in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, under Case No. CACE 23-016989 is removed to the United States District Court for the Southern District of Florida.

Respectfully submitted this 13<sup>th</sup> day of September 2023.

*s/ Jose I. Leon*

Jose I. Leon, Esq.

Florida Bar No. 0958212

[jleon@grsm.com](mailto:jleon@grsm.com)

GORDON & REES

SCULLY MANSUKHANI

100 SE Second Street, Suite 3900

Miami, Florida 33131

Telephone: 305-428-5322

Facsimile: 877-644-6209

*Counsel for Defendant*

***NORTHSTAR LOCATION SERVICES, LLC***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 13, 2023, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the Florida E-Filing Portal system, which will serve a copy of this document by electronic notice to the attorneys identified on the following Service List.

*s/ Jose I. Leon*  
Jose I. Leon, Esq.

**Service List**

Jibrael S. Hindi, Esq.  
Jennifer G. Simil, Esq.  
The Law Offices of Jibrael S. Hindi  
110 SE 6<sup>th</sup> Street, Suite 1744  
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***Counsel for Plaintiff***

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

**Case No.**

**TONNETTE SAMUELS-COX,**  
*individually and on behalf of all  
those similarly situated,*

Plaintiff,

v.

**NORTHSTAR LOCATION SERVICES, LLC,**

Defendant.  
\_\_\_\_\_ /

**CLASS ACTION**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Tonnette Samuels-Cox (“Plaintiff”), *individually and on behalf of all those similarly situated*, sues Northstar Location Services, LLC, (“Defendant”) for violations of the Fair Debt Collection Practices Act (“FDCPA”).

**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$50,000 exclusive of interest, costs, and attorney’s fees.

2. Venue for this action is proper in this Court because all facts giving rise to this action occurred in this circuit.

3. Plaintiff has standing to maintain this action because Plaintiff suffered a legal injury as a result of Defendant’s violations of the FDCPA, and because Plaintiff is not requesting an advisory opinion from this Court. Thus, Plaintiff has a sufficient stake in a justiciable controversy and seeks to obtain judicial resolution of that controversy.

**PARTIES**

4. Plaintiff is a natural person, and a citizen of the State of Florida, residing in Broward County, Florida.

5. Defendant is a New York Limited Liability Company, with its principal place of business located in Cheektowaga, New York.

**DEMAND FOR JURY TRIAL**

6. Plaintiff, respectfully, demands a trial by jury on all counts and issues so triable.

**ALLEGATIONS**

7. On a date better known by Defendant, Defendant began attempting to collect a debt (the "Consumer Debt") from Plaintiff.

8. The Consumer Debt is an obligation allegedly had by Plaintiff to pay money arising from a transaction between the creditor of the Consumer Debt, Bank of America, N.A., and Plaintiff (the "Subject Service").

9. The Subject Service was primarily for personal, family, or household purposes.

10. Defendant is a business entity engaged in the business of soliciting consumer debts for collection.

11. Defendant is a business entity engaged in the business of collecting consumer debts.

12. Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.

13. Defendant is registered with the Florida Office of Financial Regulation as a "Consumer Collection Agency."

14. Defendant's "Consumer Collection Agency" license number is CCA0900139.

15. Defendant maintains all the records specified in Rule 69V-180.080, Florida Administrative Code.

16. The records specified by Rule 69V-180.080, Florida Administrative Code, of which Defendant does maintain, are current to within one week of the current date.

17. Defendant maintains and keeps updated within seven (7) days the records required by Florida Administrative Code Rule 180.080(1), (3), (6), (7), (9), (10), and (11).

18. Defendant has written policies and procedures for the secure handling of all consumer documents and information received in the course of collecting a debt from a consumer as required by Rule 69V-180.090(2).

19. Defendant is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

20. On a date better known by Defendant, Defendant sent a letter to Plaintiff, of which was internally dated April 6, 2023, (the “Collection Letter”) in an attempt to collect the Consumer Debt.

21. Attached as Exhibit “A” is a copy of the Collection Letter.

22. Defendant is required by C.F.R. § 1006.34(b)(3) to provide an “itemization date” of the Consumer Debt in the Collection Letter.

23. The term “**itemization date**” is defined by C.F.R. § 1006.34(b)(3) to mean one of five specific dates, *namely*: (1) “[t]he last statement date, which is the date of the last periodic statement or written account statement or invoice provided to the consumer by a creditor,” (the “**Last Statement Date**”), *see* C.F.R. § 1006.34(b)(3)(i); (2) “[t]he charge-off date, which is the date the debt was charged off, (the “**Charge Off Date**”), *see* C.F.R. § 1006.34(b)(3)(ii); (3) “[t]he last payment date, which is the date the last payment was applied to the debt, (the “**Last Payment Date**”), *see* C.F.R. § 1006.34(b)(3)(iii); (4) “[t]he transaction date, which is the date of the



transaction that gave rise to the debt,” (the “**Transaction Date**”), *see* C.F.R. § 1006.34(b)(3)(iv); *or* (5) “[t]he judgment date, which is the date of a final court judgment that determines the amount of the debt owed by the consumer,” (the “**Judgment Date**”), *see* C.F.R. § 1006.34(b)(3)(v).

24. Defendant identifies November 30, 2022, as the itemization date of the Consumer Debt in the Collection Letter (the “**Represented Itemization Date**”). *See Exhibit A.*

25. The Represented Itemization Date is not the Last Statement Date associated with the Consumer Debt.

26. The Represented Itemization Date is not the Charge Off Date associated with the Consumer Debt.

27. The Represented Itemization Date is not the Last Payment Date associated with the Consumer Debt.

28. The Represented Itemization Date is not the Transaction Date associated with the Consumer Debt.

29. The Represented Itemization Date is not the Judgment Date associated with the Consumer Debt.

30. The Represented Itemization Date falsely represents the amount of the Consumer Debt because the Represented Itemization Date is not an itemization date permitted by C.F.R. § 1006.34(b)(3).

31. The Represented Itemization Date falsely represents the character of the Consumer Debt because the Represented Itemization Date is not an itemization date permitted by C.F.R. § 1006.34(b)(3), whereby the use of the Represented Itemization Date wrongfully causes the least sophisticated consumer to falsely believe that the Represented Itemization Date is the Last

Statement Date, the Charge Off Date, the Last Payment Date, the Transaction Date, or the Judgment Date.

### **CLASS ALLEGATIONS**

#### **PROPOSED CLASS**

32. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff, individually and on behalf of all other similarly situated persons as a class action. The “Class” that Plaintiff seeks to represent is the below defined “FDCPA Class.”

33. The “**FDCPA Class**” consists of: [1] all persons with Florida addresses [2] that were sent a letter [3] from and/or by Defendant, or someone on Defendant’s behalf [4] in an attempt to collect a debt [5] during the twelve [12] months preceding the filing of this Class Action Complaint [6] whereby said letter is required to provide an “itemization date” required by C.F.R. § 1006.34(b)(3) [7] and the “itemization date” provided is not Last Statement Date, the Charge Off Date, the Last Payment Date, the Transaction Date, or the Judgment Date associated with the underlying debt.

34. Defendant and its employees or agents are excluded from the Class.

35. Plaintiff does not know the number of members in the Class but believes the Class members number in the several thousands, if not more.

#### **NUMEROSITY**

36. Upon information and belief, Defendant has sent thousands of debt collection letters to thousands of consumers throughout the United States that are required to use one of five itemization dates set forth by C.F.R. § 1006.34(b), but which use a different, impermissible date instead. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

37. The exact number and identities of the Class members are unknown at this time and can be ascertained only through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's e-mail records.

**COMMON QUESTIONS OF LAW AND FACT**

38. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are: [1] Whether Defendant sent a letter to Plaintiff and members of the Class in an attempt to collect a debt; [2] Whether Defendant is a debt collector; [3] Whether Defendant's conduct was knowing and willful; [4] Whether Defendant is liable for damages, and the amount of such damages; and [5] Whether Defendant should be enjoined from such conduct in the future.

39. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely sends debt collection letters to consumers that violate C.F.R. § 1006.34(b) is accurate, Plaintiff and members of the Class will have identical claims capable of being efficiently adjudicated and administered in this case.

**TYPICALITY**

40. Plaintiff's claims are typical of the claims of the members of the Class, as they are all based on the same factual and legal theories.

**PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

41. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

**SUPERIORITY**

42. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by members of the Class are in the millions of dollars, the individual damages incurred by each member of the Class resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual members of the Class prosecuting their own separate claims is remote, and, even if every member of the Class could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

43. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Class, although certain class members are not parties to such actions.

**COUNT 1**  
**VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT**

44. Plaintiff, individually and on behalf of the FDCPA Class, incorporates by reference ¶¶ 7-43 of this Class Action Complaint.

45. The Bureau of Consumer Financial Protection the administrative agency authorized to exercise its authorities under Federal consumer financial law to administer, enforce, and otherwise implement the provisions of Federal consumer financial law. *See* 12 U.S.C. § 5512; 15 U.S.C. § 1692l(d); *see also* 12 C.F.R. § 1006.1(a).

46. On November 30, 2020, the CFPB issued their final rule to revise Regulation F ("Reg F") of which contains, among other things, the CFPB's most recent interpretation of the

FDCPA. Reg F addresses, among other things, communications in connection with debt collection and prohibitions on harassment or abuse, false or misleading representations, and unfair practices in debt collection. *See generally* 85 FR 76734.

47. With respect to the purpose of Reg F, it is stated “[Reg F] carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. 12 C.F.R. § 1006.1(b). Moreover, Reg F, **“prescribes requirements to ensure that certain features of debt collection are disclosed fully, accurately, and effectively to consumers in a manner that permits consumers to understand the costs, benefits, and risks associated with debt collection, in light of the facts and circumstances.”** *Id.* (emphasis added).

48. Pursuant to § 1006.34 of Reg F, a debt collector must provide a consumer with the validation information required by § 1006.34(c) of Reg F.

49. Pursuant to § 1006.34(c) of Reg F, a debt collector *must* provide certain validation information, of which includes, but is not limited to: (1) “debt collector communication disclosure;” (2) “information about the debt;” (3) “information about consumer protections;” and (4) “consumer-response information.”

50. Section 1006.34(c)(2) of Reg F, of which requires “information about the debt” to be disclosed, provides an explicit list information, of which includes: (i) “[t]he debt collector’s name and the mailing address at which the debt collector accepts disputes and requests for original-creditor information;” (ii) “[t]he consumer’s name and mailing address;” (iii) “the name of the creditor to whom the debt was owed on the itemization date;” (iv) “[t]he account number, if any, associated with the debt on the itemization date, or a truncated version of that number;” (v) “[t]he

name of the creditor to whom the debt currently is owed;” (vi) “[t]he **itemization date**;” (vii) “[t]he amount of the debt on the itemization date;” (viii) “[a]n itemization of the current amount of the debt reflecting interest, fees, payments, and credits since the itemization date;” and (iv) “[t]he current amount of the debt.”

51. Section 1006.34(b)(3) of Reg F defines the term “**itemization date**” to mean one of five specific dates, *namely*: (1) “[t]he last statement date, which is the date of the last periodic statement or written account statement or invoice provided to the consumer by a creditor,” (the “**Last Statement Date**”), *see* C.F.R. § 1006.34(b)(3)(i); (2) “[t]he charge-off date, which is the date the debt was charged off, (the “**Charge Off Date**”), *see* C.F.R. § 1006.34(b)(3)(ii); (3) “[t]he last payment date, which is the date the last payment was applied to the debt, (the “**Last Payment Date**”), *see* C.F.R. § 1006.34(b)(3)(iii); (4) “[t]he transaction date, which is the date of the transaction that gave rise to the debt,” (the “**Transaction Date**”), *see* C.F.R. § 1006.34(b)(3)(iv); *or* (5) “[t]he judgment date, which is the date of a final court judgment that determines the amount of the debt owed by the consumer,” (the “**Judgment Date**”), *see* C.F.R. § 1006.34(b)(3)(v).

52. Section 1692e of the FDCPA prohibits, among other things, “any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e.

53. Section 1692e(2)(A) of the FDCPA explicitly prohibits “[t]he false representation of the character, amount, or legal status of any debt.” 15 U.S.C. § 1692e(2).

54. Section 1692f of the FDCPA prohibits, among other things, “unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

55. Section 1692g of the FDCPA requires debt collectors to make certain disclosures, provide consumers with certain information, and to make such disclosures and provide such information within a specific timeframe. *See* 15 U.S.C. § 1692g(a)(1)-(5).

56. Here, as set forth above, the Collection Letter was a communication required to use of the five “itemization dates” set forth under § 1006.34(b)(3) of Reg F. The date used and/or otherwise represented in the Collection Letter as the “itemization date,” *namely*, the Represented Itemization Date: [1] is not the Last Statement Date associated with the Consumer Debt; [2] is not the Charge Off Date associated with the Consumer Debt; [3] is not the Last Payment Date associated with the Consumer Debt; [4] is not the Transaction Date associated with the Consumer Debt; and [5] is not the Judgment Date associated with the Consumer Debt.

57. Defendant violated § 1692e of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F is false, deceptive, and/or otherwise misleading to the least sophisticated consumer.

58. Defendant violated § 1692e of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F is false, deceptive, and/or otherwise misleading to the least sophisticated consumer.

59. Defendant violated § 1692e(2)(A) of the FDCPA with respect to the character and/or amount of the Consumer Debt by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by §



1006.34(b)(3) of Reg F. Here, using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F wrongfully causes the least sophisticated consumer to falsely believe that the Represented Itemization Date is the Last Statement Date, the Charge Off Date, the Last Payment Date, the Transaction Date, or the Judgment Date.

60. Defendant violated § 1692f of the FDCPA by using the Represented Itemization Date in the Collection Letter because the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F and using the Represented Itemization Date as though it was one of the five dates permitted by § 1006.34(b)(3) of Reg F constitutes unfair and/or otherwise unconscionable means to collect the Consumer Debt.

61. Defendant violated § 1692g of the FDCPA and § 1006.34(b)(3) of Reg F by failing to use one of the five itemization dates permitted by § 1006.34(b)(3) of Reg F in the Collection Letter, as Defendant was required to use one of the five itemization dates set forth under § 1006.34(b)(3) in the Collection Letter, but instead, used the Represented Itemization Date in the Collection Letter, whereby the Represented Itemization Date is not one of the five dates permitted by § 1006.34(b)(3) of Reg F.

62. WHEREFORE, Plaintiff, individually and on behalf of the FDCPA Class, requests this Court to enter a judgment against Defendant, awarding Plaintiff and the FDCPA Class the following relief: **[1]** statutory damages as provided by 15 U.S.C. § 1692k; **[2]** costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1692k; and **[3]** any other relief that this Court deems appropriate under the circumstances.



Respectfully Submitted,

/s/ Jennifer G. Simil

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Florida Bar No.: 118259

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*COUNSEL FOR PLAINTIFF*

# EXHIBIT “A”

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

4285 Genesee Street  
Cheektowaga, NY 14225-1943

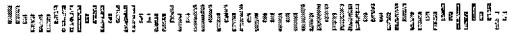
Northstar Location Services, LLC  
1-866-677-2629  
Hours Mon- Fri 8AM-8PM ET  
Payment website: <https://www.gotonis.com>

Return Service Requested

Creditor: Bank of America, N.A.  
Previous Account #: \*\*\*\*\*7327  
Account #: \*\*\*\*\*4076  
Reference #: 5517742  
Balance: \$548.95

04/06/2023

1 AB \*A-02-8U3-BM-03970-16



SAMUELS, TONNETTE  
5803 AUSTRALIAN PINE DR  
TAMARAC FL 33319-3001



Northstar Location Services, LLC is a debt collector. We are trying to collect a debt that you owe to Bank of America. We will use any information you give us to help collect the debt.

**Our information shows:**

You had an account from Bank of America with account number \*\*\*\*\*4076.

As of 11/30/2022 you owed:		\$548.95
Between 11/30/2022 and today:		
You were charged this amount in interest:	+	\$0.00
You were charged this amount in fees:	+	\$0.00
You paid or were credited this amount towards the debt:	-	\$0.00
<b>Total amount of debt now:</b>		<b>\$548.95</b>

**How can you dispute the debt?**

- Call or write us by 05/16/2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write us by 05/16/2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at [nisemail@northstarlocation.com](mailto:nisemail@northstarlocation.com).

**What else can you do?**

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by 05/16/2023, we must stop collection until we send you that information. You may use the form below or write us without the form. We accept such requests electronically at [nisemail@northstarlocation.com](mailto:nisemail@northstarlocation.com).
- Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

Notice: See reverse side for important information.

**How do you want to respond?**

Check all that apply

- I want to dispute the debt because I think:
  - This is not my debt.
  - The amount is wrong.
  - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount \$

Make your check payable to:  
Northstar Location Services, LLC.  
Include the reference number 5517742

SAMUELS, TONNETTE  
5803 AUSTRALIAN PINE DR  
TAMARAC FL 33319-3001

Mail this Form to:

NORTHSTAR LOCATION SERVICES, LLC  
ATTN: FINANCIAL SERVICES DEPARTMENT  
4285 GENESEE ST  
CHEEKTOWAGA NY 14225-1943