

BARSHAY SANDERS, PLLC
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Attorneys for Plaintiffs
Our File No.: 111365

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

Lisa Candela and Douglas Handy, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Ingram & Associates LLC, UnitedHealth Group, Inc. and OPTUM360, LLC,

Defendants.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

Lisa Candela and Douglas Handy, 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 Ingram & Associates LLC, UnitedHealth Group, Inc. and OPTUM360, LLC (collectively hereinafter referred to as “*Defendants*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendants conducted business within the State of New York.

PARTIES

5. Plaintiff Lisa Candela is an individual who is a citizen of the State of New York residing in Nassau County, New York.

6. Plaintiff Douglas Handy 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 Ingram & Associates LLC, (“Ingram”) is a Tennessee Limited Liability Company with a principal place of business in Williamson County, Tennessee.

9. On information and belief, Defendant OPTUM360, LLC, (“OPTUM”) is a Tennessee Limited Liability Company with a principal place of business in Williamson County, Tennessee.

10. On information and belief, Defendant UnitedHealth Group, Inc., (“UnitedHealth”) is a Minnesota Corporation with a principal place of business in Hennepin County, Minnesota.

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

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

ALLEGATIONS COMMON TO ALL CLAIMS

13. On information and belief, Ingram is a wholly owned subsidiary of OPTUM and UnitedHealth.

14. On information and belief, OPTUM is a wholly owned subsidiary of UnitedHealth.

15. On information and belief, UnitedHealth, OPTUM and Ingram share common offices at 1009 and 1023 Windcross Ct., Franklin, Tennessee 37067.

16. On information and belief, UnitedHealth, OPTUM and Ingram share a common telephone number.

17. On information and belief, Ingram and OPTUM share common officers and directors.

18. On information and belief, OPTUM and Ingram are identified on various SEC filings as UnitedHealth companies.

19. On information and belief, employees of OPTUM and Ingram participate in UnitedHealth's deferred compensation programs.

20. On information and belief, Ingram routinely uses UnitedHealth's and OPTUM's mailing address in collection letters it sends to consumers.

21. On information and belief, UnitedHealth, OPTUM and Ingram advertise positions of employment under the same address.

22. On information and belief, UnitedHealth, OPTUM and Ingram advertise positions of employment holding themselves out as the same company.

23. On information and belief, Ingram is controlled by UnitedHealth and OPTUM.

24. On information and belief, OPTUM is controlled by UnitedHealth.

25. Ingram is a mere instrumentality of UnitedHealth and OPTUM.

26. Ingram is a mere instrumentality of UnitedHealth and OPTUM, used to shield UnitedHealth and OPTUM from liability under the FDCPA.

27. Defendants allege each of the Plaintiffs owe a debt ("the Debts").

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

29. Sometime after the incurrence of the Debts, Plaintiffs fell behind on payments owed.

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

31. In its efforts to collect the debt alleged owed by Plaintiff Candela, Defendants contacted Plaintiff Candela by letter ("the Candela Letter") dated May 31, 2016. ("**Exhibit 1.**")

32. In its efforts to collect the debt alleged owed by Plaintiff Handy, Defendants contacted Plaintiff Handy by letter ("the Handy Letter") dated July 29, 2016. ("**Exhibit 1.**")

33. The Candela Letter was the initial communication Plaintiff Candela received from Defendants.

34. The Handy Letter was the initial communication Plaintiff Handy received from Defendants.

35. The Letters are "communications" as defined by 15 U.S.C. § 1692a(2).

36. 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.

37. The written notice must contain the amount of the debt.

38. The written notice must contain the name of the creditor to whom the debt is owed.

39. The written notice must contain a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.

40. The written notice must contain a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

41. The written notice must contain a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

42. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

43. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.

44. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed by other collection activities during the 30-day validation period following the communication.

45. A collection activity or communication overshadows or contradicts the validation notice if it would make the "least sophisticated consumer" uncertain or confused as to her rights.

46. Demanding immediate payment without explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

47. Demanding immediate contact without explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

48. Demanding immediate payment without providing transitional language explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

49. Demanding immediate contact without providing transitional language explaining that such demand does not override the consumer's right to dispute the debt or demand validation of the debt is a violation of the FDCPA.

50. Both the Candela Letter and the Handy Letter (the "Letters") state, at the top of the Letters in bolded, highlighted and boxed text, larger than the other parts of the Letters, to "Please Call Today."

51. The Letters state, "Let us help you resolve this matter today by calling the above number."

52. The Letters advise Plaintiffs, "Please respond today in order to prevent further collection efforts."

53. While the Letters contain the validation language required by 15 U.S.C. § 1692g, such is located on the back of the Letters.

54. While the Letters contain the validation language required by 15 U.S.C. § 1692g, such is not effectively conveyed.

55. The front of the Letters do not direct Plaintiffs attention to the back of the Letters.

56. The front of the Letters do not direct Plaintiffs to read the back of the Letters.

57. The Letters do not contain any transitional language notifying Plaintiffs of their validation rights.

58. The Letters do not contain any transitional language notifying Plaintiffs that the back of the Letters contains important information.

59. The Letters do not contain any transitional language notifying Plaintiffs that their validation rights are set forth on the back of the Letters.

60. The Letters are structured in such a way that it makes Plaintiffs' validation rights difficult to read and easy to overlook.

61. The Letters is structured in such a way that it makes Plaintiffs' validation rights

appear as boiler plate language.

62. The Letters are structured in such a way that it makes Plaintiffs' validation rights appear unimportant.

63. The Letters are structured in such a way that it discourages Plaintiffs from reading the back of them.

64. The Letters are structured in such a way that it discourages Plaintiffs from reading her validation rights.

65. Defendants demanded Plaintiffs make immediate payment without explaining that such demand does not override the Plaintiffs' right to dispute the debt.

66. Defendants demanded Plaintiffs make immediate contact without explaining that such demand does not override the Plaintiffs' right to dispute the debt.

67. Defendants demanded Plaintiffs make immediate payment while hiding the required validation language on the back of the Letters.

68. Defendants demanded Plaintiffs make immediate contact with Defendants while hiding the required validation language on the back of the Letters.

69. The Letters would likely make the least sophisticated consumer uncertain as to her rights.

70. The Letters would likely make the least sophisticated consumer confused as to her rights.

71. Defendants violated § 1692g as Defendants overshadowed the information required to be provided by that Section.

CLASS ALLEGATIONS

72. 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 Defendants attempted to collect a consumer debt using the same form letter herein, from one year before the date of this Complaint to the present.

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

74. Defendants regularly engage in debt collection.

75. The Class consists of more than 35 persons from whom Defendants attempted to

collect delinquent consumer debts using the same form letter herein.

76. 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.

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

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

JURY DEMAND

79. 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 Defendants' actions violate the FDCPA; and
- d. Grant damages against Defendants pursuant to 15 U.S.C. § 1692k; and

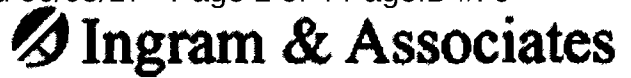
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: June 4, 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.: 111365

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



Ingram and Associates
1009 Windcross Court
Franklin, TN 37067

Toll Free: 1-866-763-2906

ADDRESS SERVICE REQUESTED

May 31, 2016

SEND PAYMENTS TO:

**INGRAM AND ASSOCIATES
GENERAL TRUST DEPOSIT
PO BOX 860102
MINNEAPOLIS, MN 55486-0102**

674 141178515



Lisa Candela
434 N Queens Ave
Massapequa NY 11758-3209



Account #: [REDACTED] 2330
Reference #: [REDACTED] 6342
Balance Due: \$578.80

Client Name	Account Number	Balance Due	Date of Service
North Shore-Lij Medical Group	[REDACTED] 2330	\$578.80	10/23/15

Please Call Today

Dear Lisa Candela,

Let us help you resolve this matter today by calling the above number. Our Recovery Analyst can set you up on a payment schedule to help resolve your account. Please respond today in order to prevent further collection efforts.

To pay by phone, please call 866-763-2906 and follow the automated prompts. To pay via the internet, please log onto <https://usapaymentexchange.com/IAI3/> or scan the barcode below and follow the website's payment instructions.

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

Sincerely,
Jessica Pateete
1-866-763-2906
Recovery Analyst

SCAN FOR
MOBILE
PAYMENT



2ONREGC01674

"This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, TN 37243"

INGRAM AND ASSOCIATES
1-866-763-2906



1009 Windcross Ct.
Franklin, TN 37067

(866) 763-2906
Fax (615) 778-4510

Ingram and Associates takes privacy very seriously. If you received this correspondence in error, please disregard and destroy it. Please acknowledge the correspondence has been destroyed by contacting the Ingram and Associates Analyst and providing the account number as a reference.

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.

Unless you notify Ingram and Associates 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 from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt, or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor. If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.

Ingram and Associates hours of operation are 8:00 AM to 7:00 PM CST, Monday through Friday.

California	The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act requires that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov . <u>Nonprofit credit counseling services may be available in the area.</u>
Colorado-1	Local office: 3501 South Shields Street, Fort Collins, CO 80526 Phone # 970-229-1960
Colorado-2	FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.
New York City	New York City Department of Consumer Affairs License Number: 1474471
North Carolina	North Carolina Permit Number: 103974
Tennessee	Ingram and Associates, LLC is licensed by the Collection Service Board of the Tennessee Department of Commerce and Insurance.

Ingram and Associates
1009 Windcross Court
Franklin, TN 37067



Toll Free: 1-866-763-2906

ADDRESS SERVICE REQUESTED

July 29, 2016

SEND PAYMENTS TO:

**INGRAM AND ASSOCIATES
GENERAL TRUST DEPOSIT
PO BOX 860102
MINNEAPOLIS, MN 55486-0102**

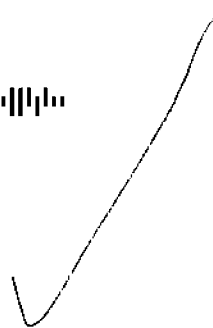
674 186997222



Douglas Handy
280 Belmore Ave Apt 162
East Islip NY 11730-1323



Account #: [REDACTED]096-9
Reference #: [REDACTED]0802
Balance Due: \$225.64



Client Name	Account Number	Balance Due	Date of Service
Southside Hospital	[REDACTED]096-9	\$225.64	11/15/15

Please Call Today

Dear Douglas Handy,

Let us help you resolve this matter today by calling the above number. Our Recovery Analyst can set you up on a payment schedule to help resolve your account. Please respond today in order to prevent further collection efforts.

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Jessica Poteete
1-866-763-2906
Recovery Analyst

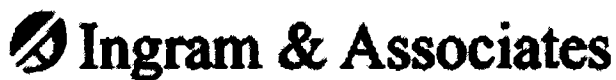
SCAN FOR
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2ONREGC01674

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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: LISA CANDELA
(b) County of Residence of First Listed Plaintiff: NASSAU
(c) Attorneys: BARSHAY SANDERS, PLLC
DEFENDANTS: INGRAM & ASSOCIATES LLC
County of Residence of First Listed Defendant: WILLIAMSON
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
O 1 U.S. Government Plaintiff
O 2 U.S. Government Defendant
O 3 Federal Question (U.S. Government Not a Party)
O 4 Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: O 110 Insurance, O 120 Marine, O 130 Miller Act, O 140 Negotiable Instrument, O 150 Recovery of Overpayment & Enforcement of Judgment, O 151 Medicare Act, O 152 Recovery of Defaulted Student Loans (Excludes Veterans), O 153 Recovery of Overpayment of Veteran's Benefits, O 160 Stockholders' Suits, O 190 Other Contract, O 195 Contract Product Liability, O 196 Franchise
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 850 Securities/Commodities/Exchange, O 890 Other Statutory Actions, O 891 Agricultural Acts, O 893 Environmental Matters, O 895 Freedom of Information Act, O 896 Arbitration, O 899 Administrative Procedure Act/Review or Appeal of Agency Decision, O 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
O 1 Original Proceeding
O 2 Removed from State Court
O 3 Remanded from Appellate Court
O 4 Reinstated or Reopened
O 5 Transferred from Another District (specify)
O 6 Multidistrict Litigation - Transfer
O 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC §1692
Brief description of cause: 15 USC §1692 Fair Debt Collection Practices Act Violation

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

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

DATE: June 5, 2017
SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP 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

<u>Lisa Candela and Douglas Handy</u>)	
<i>Plaintiff(s)</i>)	
)	
v.)	Civil Action No.
)	
<u>Ingram & Associates LLC, UnitedHealth Group, Inc. and OPTUM360, LLC</u>)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
Ingram & Associates LLC
1720 General George Patton Drive
Brentwood, Tennessee 37027

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

<u>Lisa Candela and Douglas Handy</u>)	
<i>Plaintiff(s)</i>)	
)	
v.)	Civil Action No.
)	
<u>Ingram & Associates LLC, UnitedHealth Group, Inc. and OPTUM360, LLC</u>)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
OPTUM360, LLC
1720 General George Patton Drive
Brentwood, Tennessee 37027

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

<u>Lisa Candela and Douglas Handy</u>)	
<i>Plaintiff(s)</i>)	
)	
v.)	Civil Action No.
)	
<u>Ingram & Associates LLC, UnitedHealth Group, Inc. and OPTUM360, LLC</u>)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
UnitedHealth Group, Inc.
9900 Bren Road E
Minnetonka, Minnesota 55343

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States, or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

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