

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MENACHEM CHEIN on behalf of himself and
all other similarly situated consumers

Plaintiff,

-against-

R.T.R. FINANCIAL SERVICES INC.

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff, Menachem Chein, brings this action against R.T.R. Financial Services Inc. for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”). The FDCPA prohibits debt collectors from engaging in abusive, deceptive and unfair collection practices while attempting to collect on debts.

Parties

2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that Defendant sought to collect from Plaintiff a consumer debt.
4. Upon information and belief, Defendant's principal place of business is located in Staten Island, New York.
5. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

6. Defendant is a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

Jurisdiction and Venue

7. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, in this district.

Allegations Particular to Menachem Chein

9. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
10. On or about December 10, 2016, Defendant sent the Plaintiff a collection letter.
11. Upon information and belief, the said letter was the Defendant’s initial communication with the Plaintiff.
12. On the back of the said December 10, 2016 letter, the Defendant stated the following:

“UNLESS YOU NOTIFY RTR Financial Services, Inc., EITHER VERBALLY OR IN WRITING WITHIN 30 DAYS AFTER RECEIVING YOUR **INITIAL NOTICE** THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, RTR Financial Services, Inc. WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY RTR Financial Services, Inc. IN WRITING WITHIN 30 DAYS FROM RECEIVING YOUR **INITIAL NOTICE**, RTR Financial Services, Inc. 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 REQUENST RTR Financial Services, Inc. IN WRITING WITHIN 30 DAYS AFTER RECEIVING YOUR **INITIAL NOTICE**, RTR Financial Services, Inc. WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.” (emphasis added)
13. Said letter misrepresented the Plaintiff’s right to dispute the debt, in violation of 15 U.S.C. §§ 1692e and 1692e(10).

14. Section 1692g(a) of the FDCPA provides:

“Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

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 - 15 U.S.C. § 1692g(a)(3);

The written notice must also 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 the judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector - 15 U.S.C. § 1692g(a)(4).”

15. The Defendant’s use of the words “**AFTER RECEIVING YOUR INITIAL NOTICE**” to the disclosure required by 15 U.S.C. § 1692g(a)(3) would lead the least sophisticated consumer to believe there was a prior initial written communication from Defendant.
16. The Defendant’s use of the words “**AFTER RECEIVING YOUR INITIAL NOTICE**” to the disclosure required by 15 U.S.C. § 1692g(a)(3) would confuse the least sophisticated consumer concerning the time frame to dispute the debt or seek validation of the debt.
17. The Defendant’s use of the words “**AFTER RECEIVING YOUR INITIAL NOTICE**” to the disclosure required by 15 U.S.C. § 1692g(a)(3) is confusing.
18. The Defendant’s use of the words “**AFTER RECEIVING YOUR INITIAL NOTICE**” to the disclosure required by 15 U.S.C. § 1692g(a)(3) would make the least sophisticated consumer uncertain as to his or her rights.
19. The Defendant’s use of the words “**AFTER RECEIVING YOUR INITIAL NOTICE**” to

the disclosure required by 15 U.S.C. § 1692g(a)(3) would make the least sophisticated consumer confused as to his or her rights.

20. The Defendant's use of the words "AFTER RECEIVING YOUR **INITIAL NOTICE**" to the disclosure required by 15 U.S.C. § 1692g(a)(3) is confused Plaintiff.
21. The Defendant's use of the words "AFTER RECEIVING YOUR **INITIAL NOTICE**" to the disclosure required by 15 U.S.C. § 1692g(a)(3) made Plaintiff uncertain as to his or her rights.
22. The Defendant's use of the words "AFTER RECEIVING YOUR **INITIAL NOTICE**" to the disclosure required by 15 U.S.C. § 1692g(a)(3) made Plaintiff confused as to his or her rights.
23. The Defendant's use of the words "AFTER RECEIVING YOUR **INITIAL NOTICE**" to the disclosure required by 15 U.S.C. § 1692g(a)(3) led Plaintiff to believe there was a prior initial written communication from Defendant.
24. The Defendant's use of the words "AFTER RECEIVING YOUR **INITIAL NOTICE**" to the disclosure required by 15 U.S.C. § 1692g(a)(3) led Plaintiff to believe his time to dispute the debt had already passed.
25. The Defendant's Notice implies that the thirty-day period for a consumer to dispute a debt begins at the receipt of Defendant's "**INITIAL NOTICE**" to the consumer.¹
26. The Notice does not however imply, that the thirty day period to dispute a debt and/or obtain verification begins at the receipt of Defendant's actual December 10, 2016 letter.
27. The said Notice is in violation of the FDCPA as it failed to effectively and clearly convey to the Plaintiff and the unsophisticated consumer, the correct time-frame in which a

¹ Guerrero v. GC Servs. Ltd. P'ship, No. CV 15-7449 (DRH) (AKT), 2017 U.S. Dist. LEXIS 42884 (E.D.N.Y. Mar. 23, 2017) (" . . . Section 1692g sets forth certain information that a debt collector must convey in writing to a debtor when attempting to collect a debt However, although communicating the above language to a debtor is necessary to comply with the statute, it does not follow that the provision of such language is in all cases sufficient to insulate a debt collector from liability.")

dispute need be submitted to the Defendant in order to invoke the protections of the FDCPA.

28. The Defendant's language would lead the least sophisticated consumer to assume that his option to dispute the debt, would only be in writing.
29. An unsophisticated consumer would assume from the above mentioned language, that he or she has no option to make an oral dispute.²
30. Said language can be reasonably read to have two or more different meanings, one of which is false.³
31. Defendant's letter further misrepresented the Plaintiff's right to dispute the debt, in violation of 15 U.S.C. §§ 1692e, 1692e(10), and 1692g(a)(4).
32. Section 1692g(a) provides:

“Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

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 - 15 U.S.C. § 1692g(a)(3); (emphasis added.)

33. The written notice must also contain:

a statement that if the consumer notifies the debt collector in writing ... that the debt, **or any portion thereof**, is disputed, the debt collector will

² Hooks v. Forman, Holt, Eliades & Ravin, LLC, 717 F.3d 282, 2013 U.S. App. LEXIS 10754, 2013 WL 2321409 (2d Cir. N.Y. 2013) (Requiring a consumer to dispute a debt in writing violates the FDCPA.); Zengerle v. Dynia & Assocs., 2013 U.S. Dist. LEXIS 130873 (6th Cir. M.I. 2013) (Defendant points out that the letter does not expressly state that the consumer must provide a written statement to dispute the debt, but only that the consumer must “provide us with a statement.” Viewing the language from the perspective of the least sophisticated consumer, however, “provide us with a statement” suggests that a writing is necessary and that the consumer may not orally dispute the debt.)

³ Pipples v. Credit Bureau of Lockport, Inc., 886 F.2d 22, 25 (2d Cir. 1989) (Because the collection notice was reasonably susceptible to an inaccurate reading, it was deceptive within the meaning of the Act.); Clomon v. Jackson, 988 F.2d 1314, 1319 (2d Cir. 1993) (Collection notices are deceptive if they are open to more than one reasonable interpretation, at least one of which is inaccurate.); Russell v. Equifax A.R.S., 74 F.3d 30, 34 (2d Cir. N.Y. 1996) (A collection notice is deceptive when it can be reasonably read to have two or more different meanings, one of which is inaccurate. The fact that the notice's terminology was vague or uncertain will not prevent it from being held deceptive under § 1692e(10) of the Act.)

obtain verification of the debt ... and a copy of such verification ... will be mailed to the consumer by the debt collector - 15 U.S.C. § 1692g(a)(4). (emphasis added.)

34. In the Ninth Circuit, “the impact of language alleged to violate section 1692g is judged under the ‘least sophisticated debtor’ standard. *Swanson*, 869 F. 2d at 1225. If a court finds “that the least sophisticated debtor would likely be misled by the notice which [the debtor] received from the [debt collector], [a court] must hold that the credit service has violated the Act.” *Id.*
35. Defendant failed to send a written notice containing a statement that if Plaintiff notifies Defendant in writing, within the thirty-day period, **that the debt, or any portion thereof, is disputed**, the Defendant would obtain verification of the debt and that a copy of the verification would be mailed to the Plaintiff, in violation of Section 1692g(a)(4).
36. Defendant’s letter failed to clearly differentiate between disputing a debt, or any portion thereof, and obtaining verification of a debt.
37. The least sophisticated debtor could be led to believe that his/her notification to the debt collector is merely in order to obtain verification of the debt, but not to dispute the debt.
38. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.⁴
39. Defendant’s December 10, 2016 letter is in violation of 15 U.S.C. §§ 1692e, 1692e(10), 1692g(a)(3), and 1692g(a)(4) for sending a collection letter which fails to effectively provide the Validation Rights Notice required by law, for false and deceptive representations and for failing to comply with the validation notice requirements, in

⁴ See *Foresberg v. Fidelity Nat’l Credit Servs., Ltd.*, 2004 WL 3510771 (S.D. Cal. Feb. 26, 2004). (The collector’s omission from the validation notice of the consumer’s right to dispute any portion of the debt violated the Act.); *Bailey v. TRW Receivables Mgmt. Servs., Inc.*, 1990 U.S. Dist. LEXIS 19638 (D. Haw. Aug. 16, 1990). (The § 1692g notice did not notify the consumer that any portion of the debt could be disputed and verified. The failure to notify the consumer that any portion of the debt could be disputed and verified violated 1692g.); *McCabe v. Crawford & Co.*, 210 F.R.D. 631 (N.D. Ill. 2002). (A claim was stated where the collector’s letter failed to inform the consumer that he may dispute “any portion” of the debt.); *Beasley v. Sessoms & Rogers, P.A.*, 2010 WL 1980083 (E.D.N.C. Mar. 1, 2010). (The court found that the validation notice violated § 1692g(a)(4) by omitting the “in writing” requirement that she could dispute any portion of the debt.)

particular, for misrepresenting Plaintiff's right to dispute the debt and misrepresenting Plaintiff's right to obtain verification of the debt.

40. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
41. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
42. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
43. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
44. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
45. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to Defendant's collection efforts.
46. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights, the act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently. The Defendant's false representations misled the Plaintiff in a manner that deprived her of her right to enjoy these benefits, these materially misleading statements trigger liability under section 1692e of the Act.
47. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
48. Plaintiff seeks to end these violations of the FDCPA. Plaintiff has suffered damages

including but not limited to, fear, stress, mental anguish, emotional stress and acute embarrassment. Plaintiff and putative class members are entitled to preliminary and permanent injunctive relief, including, declaratory relief, and damages.

CLASS ALLEGATIONS

49. This action is brought as a class action. Plaintiff brings this action on behalf of herself and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.
50. The identities of all class members are readily ascertainable from the records R.T.R. Financial Services Inc. and those business and governmental entities on whose behalf it attempts to collect debts.
51. Excluded from the Plaintiff's Class is the Defendant and all officers, members, partners, managers, directors, and employees of R.T.R. Financial Services Inc., and all of their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
52. There are questions of law and fact common to the Plaintiff's Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
53. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.
54. The Plaintiff will fairly and adequately protect the interests of the Plaintiff's Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor

her attorneys have any interests, which might cause them not to vigorously pursue this action.

55. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- (a) **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff's Class defined above is so numerous that joinder of all members would be impractical.
- (b) **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff's Class and those questions predominate over any questions or issues involving only individual class members. The principal issues are whether the Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
- (c) **Typicality:** The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff's Class defined in this complaint have claims arising out of the Defendant's common uniform course of conduct complained of herein.
- (d) **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the

Plaintiff nor her counsel have any interests, which might cause them not to vigorously pursue the instant class action lawsuit.

- (e) **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender. Certification of a class under Rule 23(b)(1)(A) of the Federal Rules of Civil Procedure is appropriate because adjudications with respect to individual members create a risk of inconsistent or varying adjudications which could establish incompatible standards of conduct for Defendant who, on information and belief, collects debts throughout the United States of America.

56. Certification of a class under Rule 23(b)(2) of the Federal Rules of Civil Procedure is also appropriate in that a determination that the above stated claims, violate provisions of the Fair Debt Collection Practices Act, and is tantamount to declaratory relief and any monetary relief under the FDCPA would be merely incidental to that determination.
57. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff's Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

58. Further, Defendant has acted, or failed to act, on grounds generally applicable to the Rule (b)(1)(A) and (b)(2) Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.
59. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act brought by Plaintiff on behalf of himself and the members of a class, as against the Defendant.

60. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered one (1) through fifty-nine (59) herein with the same force and effect as if the same were set forth at length herein.
61. This cause of action is brought on behalf of Plaintiff and the members of a class.
62. The class consists of all persons whom Defendant's records reflect resided in the State of New York and who were sent a collection letter in substantially the same form as the letter sent to Plaintiff on or about December 10, 2016; and (a) the collection letter was sent to a consumer seeking payment of a personal debt; and (b) the collection letter was returned by the postal service as undelivered; (c) and Plaintiff asserts that the letter contained violations of 15 U.S.C. §§ 1692e, 1692e(10), 1692g(a)(3), and 1692g(a)(4) for sending a collection letter which fails to effectively provide the Validation Rights Notice required by law, for false and deceptive representations and for failing to comply with the validation notice requirements, in particular, for misrepresenting Plaintiff's right to dispute the debt and misrepresenting Plaintiff's right to obtain verification of the debt.

Violations of the Fair Debt Collection Practices Act

63. The Defendant's actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.
64. Because the Defendant violated the Fair Debt Collection Practices Act, the Plaintiff and the members of the class are entitled to damages in accordance with the Fair Debt Collection Practices Act.

WHEREFORE, Plaintiff, respectfully requests preliminary and permanent injunctive relief, and that this Court enter judgment in Plaintiff's favor and against the Defendant and award damages as follows:

- (a) Statutory damages provided under the FDCPA, 15 U.S.C. § 1692(k);
- (b) Attorney fees, litigation expenses and costs incurred in bringing this action; and
- (c) Any other relief that this Court deems appropriate and just under the circumstances.

Dated: Brooklyn, New York
December 9, 2017

/s/ Maxim Maximov
Maxim Maximov, Esq.
Attorneys for the Plaintiff
Maxim Maximov, LLP
1701 Avenue P
Brooklyn, New York 11229
Office: (718) 395-3459
Facsimile: (718) 408-9570
E-mail: m@maximovlaw.com

Plaintiff requests trial by jury on all issues so triable.

/s/ Maxim Maximov
Maxim Maximov, Esq.

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

MENACHEM CHEIN

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

(c) Attorneys (Firm Name, Address, and Telephone Number) MAXIM MAXIMOV, LLP OFFICE: (718) 395-3459 1701 AVENUE P FAX: (718) 408-9570 BROOKLYN, NEW YORK 11229 E-MAIL: M@MAXIMOV.LAW.COM

DEFENDANTS

R.T.R. FINANCIAL SERVICES INC.

County of Residence of First Listed Defendant (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)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
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 U.S.C. SECTION 1692 -- FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)
Brief description of cause: UNLAWFUL AND DECEITFUL DEBT COLLECTION BUSINESS PRACTICES

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 12/09/2017 SIGNATURE OF ATTORNEY OF RECORD /S/ MAXIM MAXIMOV, ESQ.

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, N/A, counsel for _____, 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:

N/A

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? Yes 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 No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: Kings County

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? Yes No

(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: _____

Confidential Message

P.O. Box 60640
Staten Island NY 10306-0640
RETURN SERVICE REQUESTED


RTR Financial Services, Inc.
OFFICE HOURS:
9:00A.M. TO 8:00P.M. (ET)
MONDAY-FRIDAY
SE HABLA ESPAÑOL
Telephone: (718) 668-2881
Toll Free: (855) 399-4787

To Pay Online, go to <http://nycserv.nyc.gov>


MENACHEIM CHEIN
691 Maple St
Brooklyn NY 11203-1203

Date: 12/10/2016

CLIENT: CITY OF NEW YORK
CASE NUMBER: 
CURRENT BALANCE DUE: \$766.10

Violation Number	Violation Date	Amount Due
	5/19/14	207.67
	5/30/14	207.67
	8/04/14	89.00
	7/27/14	148.54
	4/16/14	113.22

The New York City Department of Finance has referred the debt you owe for parking violations to RTR Financial Services Inc. for collection.

The City's records show you currently owe the above balance due. That balance is continuing to increase over time as charges are continuing to accrue.

How to Pay

Online: You may pay online at <http://nycserv.nyc.gov>. Please note that a fee will be assessed for online payments.

By Mail: You may mail your payment using the payment coupon below and the enclosed return envelope. Please make your check or money order payable to "New York City Dept. of Finance" and be sure to write the violation number(s) on it. **NOTE: To pay the debt in full, you must call us at (855) 399-4787 to obtain the amount to be paid and the date by which that amount must be received in order to satisfy the debt in full.**

Payment Arrangements: If you cannot pay the debt in full, you may call us at (855) 399-4787 to set up an installment payment agreement.

Thank you,
RJ Reilly
Vice President

Complaints about our practices and procedures can be sent to the New York City Department of Finance, Collection Agency Unit, 59 Maiden Lane, 24th Floor, New York, NY 10038.

The amount outstanding is for violations itemized above. You may owe balances for other violations that are not included here.


Note: Calls to or from our office may be monitored or recorded for quality assurance. See reverse side for important consumer information.

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


DETACH PAYMENT COUPON AND MAIL IN RETURN ENVELOPE PROVIDED TO ENSURE PROPER CREDIT TO YOUR ACCOUNT

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION AND CHANGE OF ADDRESS

PAYMENT METHOD: CHECK MONEY ORDER
**** CHECKS MAY BE ELECTRONICALLY DEPOSITED ****

Violation Number	Violation Date	Amount Due
	5/19/14	207.67
	5/30/14	207.67
	8/04/14	89.00
	7/27/14	148.54
	4/16/14	113.22

Please write the
Violation Number on
your payment.
**THANK YOU FOR
YOUR COOPERATION**

DATE: 12/10/2016
MENACHEIM CHEIN
Plate #: 
CURRENT BALANCE DUE: \$766.10
AMOUNT ENCLOSED: \$ _____

REMIT PAYMENT TO:

NYC Dept. of Finance / Parking
P.O. Box 3615
Church Street Station
New York NY 10008-3615

Online Complaints go to:
<http://www1.nyc.gov/site/finance/about/contact-by-email/contact-collection-agency-complaints.page>

The amount outstanding is for violations itemized above. You may owe balances for other violations that are not included here.

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UNLESS YOU NOTIFY RTR Financial Services, Inc., EITHER VERBALLY OR IN WRITING WITHIN 30 DAYS AFTER RECEIVING YOUR INITIAL NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR AN OBJECTION TO THE DEBT, RTR Financial Services, Inc. WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY RTR Financial Services, Inc. IN WRITING WITHIN 30 DAYS FROM RECEIVING YOUR INITIAL NOTICE, RTR Financial Services, Inc. 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 RTR Financial Services, Inc. IN WRITING WITHIN 30 DAYS AFTER RECEIVING YOUR INITIAL NOTICE, RTR Financial Services, Inc. WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

WE ARE REQUIRED UNDER STATE LAW TO NOTIFY CONSUMERS OF THE FOLLOWING RIGHTS. THIS NOTICE DOES NOT CONTAIN A COMPLETE LIST OF THE RIGHTS CONSUMERS HAVE UNDER STATE AND FEDERAL LAW.

CALIFORNIA RESIDENTS:
 THE STATE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT AND THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT REQUIRE THAT, EXCEPT UNDER UNUSUAL CIRCUMSTANCES, COLLECTORS MAY NOT CONTACT YOU BEFORE 8 A.M. OR AFTER 8 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 THE 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.

COLORADO RESIDENTS:
 ON BEHALF OF OUR FIRM AND OUR CLIENT WE ARE PROVIDING THE FOLLOWING NOTICE: A CONSUMER HAS THE RIGHT TO REQUEST 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. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA.

MASSACHUSETTS RESIDENTS:
IMPORTANT NOTICE-YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

MINNESOTA RESIDENTS:
 THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

NORTH CAROLINA RESIDENTS:
 THIS COLLECTION AGENCY IS LICENSED BY THE COMMISSION OF INSURANCE OF THE STATE OF NORTH CAROLINA, LICENSE NUMBER 112591

TENNESSEE RESIDENTS:
 THIS COLLECTION AGENCY IS LICENSED BY THE COLLECTION SERVICES BOARD, STATE DEPARTMENT OF COMMERCE AND INSURANCE, 500 JAMES ROBERTSON PARKWAY, 2nd Floor NASHVILLE, TENNESSEE 37243-1145.

NEW YORK:
 NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS LICENSE NUMBER 1000523

Within 5 days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, provide the consumer clear and conspicuous written notification of the following:

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

For all Debts, The following notice:

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony), or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers compensation benefits;
8. Public or private pensions;
9. Veterans benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Change of Address Form			
PLEASE PRINT	PLEASE PRINT	PLEASE PRINT	
NAME			
ADDRESS			
CITY	STATE	ZIP	
HOME PHONE () _____ - _____	WORK PHONE () _____ - _____	CELL PHONE () _____ - _____	
EMAIL ADDRESS			
SIGNATURE			DATE / /

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MENACHEM CHEIN on behalf of himself and
all other similarly situated consumers

Plaintiff,

-against-

R.T.R. FINANCIAL SERVICES INC.

Defendant.

SUMMONS IN A CIVIL ACTION

TO: R.T.R. FINANCIAL SERVICES INC.
2 TELEPORT DRIVE, SUITE 302
STATEN ISLAND, NEW YORK 10311

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court
and serve upon PLAINTIFF'S ATTORNEY:

MAXIM MAXIMOV, ESQ.
MAXIM MAXIMOV, LLP
1701 AVENUE P
BROOKLYN, NEW YORK 11229

an answer to the complaint which is herewith served upon you, with **21** days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will
be taken against you for the relief demanded in the complaint.

CLERK

DATE

BY DEPUTY CLERK

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Debt Collection Suit Filed Against R.T.R. Financial Services](#)
