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Our File No.: 114088

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

Kimali Q. Corley, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

Immediate Credit Recovery, Inc.,

Defendant.

Docket No:

**CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Kimali Q. Corley, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Immediate Credit Recovery, Inc. (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

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

JURISDICTION AND VENUE

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

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

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

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PARTIES

5. Plaintiff Kimali Q. Corley is an individual who is a citizen of the State of New York residing in Bronx County, New York.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant Immediate Credit Recovery, Inc., is a New York Corporation with a principal place of business in Dutchess County, New York.

8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

9. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. The Debt was primarily for personal, family or household purposes and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

12. Sometime after the incurrence of the Debt, Plaintiff fell behind on payments owed.

13. Thereafter, at an exact time known only to Defendant, the Debt was assigned or otherwise transferred to Defendant for collection.

14. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated January 23, 2017. (“**Exhibit 1.**”)

15. The Letter was the initial communication Plaintiff received from Defendant.

16. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

17. 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.

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

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

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. The Letter states, "If you do not dispute the validity of this debt, and to prevent further collection activity from being taken, you must make payment in full directly to [Defendant]."

27. This statement overshadows Plaintiff's absolute right to request the name of the original creditor.

28. Pursuant to 15 U.S.C. § 1692g(b), if Plaintiff exercises the foregoing right, Defendant must stop its collection efforts as a matter of law until Defendant satisfies Plaintiff's requests.

29. Such duty to stop collection efforts is not contingent upon Plaintiff making any payment to Defendant.

30. Defendant's letter would likely make the unsophisticated consumer uncertain as to her rights.

31. Defendant's letter would likely lead the unsophisticated consumer to believe that the only way to make Defendant stop its collection efforts is to make payment in full, contrary to

law.

32. Defendant has therefore violated 15 U.S.C. § 1692g.

CLASS ALLEGATIONS

33. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt using a collection letter which, like the Letter herein, overshadows the consumer's right to request the name of the original creditor, from one year before the date of this Complaint to the present.

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

35. Defendant regularly engages in debt collection.

36. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter which, like the Letter herein, overshadows the consumer's right to request the name of the original creditor.

37. Plaintiff's 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.

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

39. Plaintiff will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class

and will be established by common proof. Moreover, Plaintiff has retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

40. Plaintiff hereby demands a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper

DATED: October 11, 2017

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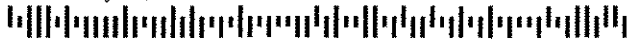
DEPT 751 3466951317019
PO BOX 4115
CONCORD CA 94524



Hours of Operation are (Eastern time):
8 a.m. to 5 p.m. Tuesday, Thursday and Friday,
8 a.m. to 9 p.m. Monday and Wednesday,
9 a.m. to 12 noon 1st 2 Saturday's of each month.

RETURN SERVICE REQUESTED

January 23, 2017



KIMALI Q CORLEY
2850 WEBB AVE APT 7G
BRONX NY 10468-2141



Account No: 9447
Amount Due: 78.89
Your Pin: 8726

Please send payment & correspondence to:

IMMEDIATE CREDIT RECOVERY INC.
PO BOX 1900
WAPPINGERS FALLS NY 12590-8900

DETACH UPPER PORTION AND RETURN WITH PAYMENT



SPRING 16 TUITION

Creditor JOHN JAY CLG OF CRIM JUSTICE, Amt Owed 1178.89

Collection Agency Notice

Please be advised that the above mentioned account has been assigned to our Professional Collection Agency for collection.

If you do not dispute the validity of this debt, and to prevent further collection activity from being taken, you must make payment in full directly to Immediate Credit Recovery, Inc. Please make the check payable to our client and use the enclosed envelope with the New York address. To view your account and/or make a payment on-line, please visit our website at pay.icrcollect.com. For further information, please call 1-800-964-5689 or contact us via mail at the address below.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days 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 of 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.

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

*** See Reverse Side For Important Information ***

Hours of Operation are (Eastern time):
8 a.m. to 5 p.m. Tuesday, Thursday and Friday,
8 a.m. to 9 p.m. Monday and Wednesday,
9 a.m. to 12 noon 1st 2 Saturday's of each month.



Immediate Credit Recovery, Inc.
P.O. Box 1900, Wappingers Falls, NY 12590-8900
(845) 296-1010 / (800) 964-5689

pay.icrcollect.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Immediate Credit Recovery Misled Consumer in Collection Notice, Class Action Claims](#)
