

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LEA EIDLISZ on behalf of herself and
all other similarly situated consumers

Plaintiff,

-against-

MULLOOLY, JEFFREY, ROONEY & FLYNN LLP

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff, Lea Eidlisz, brings this action against Mullooly, Jeffrey, Rooney & Flynn LLP 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 Syosset, 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 Lea Eidlisz

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 February 5, 2016, Defendant sent the Plaintiff a collection letter.
11. The said letter was an effort to collect on a consumer debt.
12. The said February 5, 2016 letter failed to correctly state the in full the amount of the debt allegedly owed.
13. Though the February 5, 2016 letter listed a “total amount . . .” and demanded payment in full, the letter did not state on which date the “total amount” was calculated, and did not explain that other charges would continue to accrue on the unpaid principal; thus, the Plaintiff’s total balance might be greater on the date she makes a payment.
14. A reasonable consumer could read the notice and be misled into believing that he or she could pay her debt in full by paying the amount listed on the notice.
15. Yet in reality, the “total amount” was not static as represented by a summons and complaint which was filed against Ms. Eidlisz in Civil Court, which demanded the “sum of \$6,643.64 together with costs and disbursements.”

16. Since there are undisclosed costs, disbursements and fees, a consumer who pays the “total amount” stated on the notice will not know whether the debt has been paid in full.
17. The debt collector could still seek the fees that accumulated after the notice was sent but before the balance was paid, or sell the consumer’s debt to a third party, which itself could seek the interest and fees from the consumer.
18. The statement of an “total amount,” without notice that the amount is already increasing due to other charges, would mislead the least sophisticated consumer into believing that payment of the amount stated will clear his or her account.
19. The FDCPA requires debt collectors, when notifying consumers of their account balance, to disclose that the balance may increase due to interest or fees; failure to include such disclosures would harm consumers such as the Plaintiff who may hold the reasonable but mistaken belief, that timely payment will satisfy their debts and it would abrogate the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e.
20. Collection notices that state only the “total amount,” but do not disclose that the balance might increase due to interest or fees, are “misleading” within the meaning of Section 1692e.
21. Although the February 5, 2016 letter stated an amount due and demanded payment in full, the letter also failed to disclose to the Plaintiff that the Defendant would attempt to collect the additional charges at a later date.
22. Upon receiving the February 5, 2016 letter, the Plaintiff was uncertain whether the amount due was static as there was no disclosure or admonition indicating otherwise.
23. A debtor who pays the “total amount” stated in the collection letter will be left unsure as

to whether or not the debt has been paid in full, as the Defendant could still attempt to collect on any interest and fees that accumulated after the letter was sent but before the balance was paid.

24. The February 5, 2016 letter would cause the unsophisticated consumer uncertainty and force her to guess how much money she allegedly owed to the Defendant, how much money would accrue daily on her alleged debt, how much additional money she would owe if she paid the amount demanded in the February 5, 2016 letter, and if or when the Defendant's collection efforts would actually discontinue if she remitted "total amount" that the Defendant demanded.
25. Section 1692e of the FDCPA prohibits a debt collector from using any false, or any deceptive or misleading representation or means in connection with the collection of a debt, including the false representation of the character, amount or legal status of any debt, see, 15 U.S.C. § 1692e(2)(A) and § 1692e(10).
26. Upon information and belief, such actions are part of a scheme or business of the Defendant when attempting to collect alleged debts from consumers in the State of New York.
27. Upon information and belief, the Defendant's collection letters, such as the said February 5, 2016 collection letter, number in at least the hundreds.
28. The Defendant, by failing to state that it would add other charges to the amount of the debt, made materially false statements, in violation of 15 U.S.C. § 1692e of the FDCPA.
29. Defendant's February 5, 2016 letter is in violation of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA for the use of any false representation or deceptive means to collect or attempt to collect any debt and for misrepresenting the amount of the debt

owed by the Plaintiff.

30. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
31. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
32. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
33. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
34. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
35. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to the Defendant's collection efforts.
36. 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.
37. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
38. 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

39. 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.
40. The identities of all class members are readily ascertainable from the records of Mullooly, Jeffrey, Rooney & Flynn LLP and those business and governmental entities on whose behalf it attempts to collect debts.
41. Excluded from the Plaintiff's Class is the Defendant and all officers, members, partners, managers, directors, and employees of Mullooly, Jeffrey, Rooney & Flynn LLP, and all of their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.
42. 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 the Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
43. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.
44. 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.

45. 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.

46. 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.
47. 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.

48. 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.
49. 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).

AS AND FOR A FIRST CAUSE OF ACTION

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

50. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered one (1) through forty nine (49) herein with the same force and effect as if the same were set forth at length herein.
51. This cause of action is brought on behalf of Plaintiff and the members of a class.
52. The class involves all individuals whom Defendant's records reflect resided in the State of New York and who were sent a collection letter in substantially the same form letter as the letter sent to the Plaintiff on or about February 5, 2016; and (a) the collection letter was sent to a consumer seeking payment of a personal debt; and (b) the collection letter was not returned by the postal service as undelivered; and (c) the Plaintiff asserts that the letter contained violations of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA for the use of any false representation or deceptive means to collect or attempt to collect any debt and for misrepresenting the amount of the debt owed by the Plaintiff.

Violations of the Fair Debt Collection Practices Act

53. The Defendant's actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.

54. 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
January 16, 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

LEA EIDLISZ

(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

MULLOOLY, JEFFREY, ROONEY & FLYNN LLP

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: 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, TORTS, CIVIL RIGHTS, 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
6 Multidistrict Litigation

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 01/16/2017 SIGNATURE OF ATTORNEY OF RECORD /S/ MAXIM MAXIMOV, ESQ.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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? 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? NO
 - b) Did the events of 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/ MAXIM MAXIMOV, ESQ.

6851 JERICHO TPKE-SUITE 220
PO BOX 9036
SYOSSET, NEW YORK 11791-9036
Tel 516-656-5300
Toll Free 888-762-6573

February 05, 2016

LEA EIDLISZ
1216 48TH ST
BROOKLYN, NY 11219

RE: DISCOVER BANK
and LEA EIDLISZ

MJRF FILE #: [REDACTED]
ACCT# ENDING IN: 7522

The total amount of the debt due as of charge-off:	\$6,658.16
The total amount of interest accrued since charge-off:	\$.00
The total amount of non-interest charges or fees accrued since charge-off:	\$.00
The total amount of payments and credits made on the debt since the charge-off:	\$14.52

Dear LEA EIDLISZ

The above creditor has turned this account over to us for collection your account in the sum of \$6,643.64.

VALIDATION NOTICE

The amount shown above is the amount owed to the Creditor. Unless you notify us within thirty days after receipt of this notice that the validity of this debt, or any portion of it is disputed, we will assume that the debt is valid. If within thirty days of your receipt of this notice you notify us in writing that the debt or any portion thereof is disputed we will obtain a verification of the debt or if the debt is founded upon a judgment, we will obtain a copy of the judgment and we will mail to you a copy of such verification or such judgment. Also, upon your written request within thirty days of the receipt of this notice, we will provide you with the name and address of the original creditor if different from the current creditor.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Please feel free to contact this office in regard to this matter.

Very truly yours,

MULLOOLY, JEFFREY, ROONEY & FLYNN LLP

Refer to:
T. NAVARRETTE (516) 656-5345
Collection Manager

[REDACTED] D4

This is to notify you that Discover Bank has retained this firm to collect its claim against you for the balance owing on your Discover Card account

IMPORTANT!! YOU ARE BEING SUED!! THIS IS A COURT PAPER-A SUMMONS DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY! PART OF YOUR PAY CAN BE TAKEN FROM YOU(GARNISHEED). IF YOU DO NOT BRING THIS TO COURT,OR SEE A LAWYER, YOUR PROPERTY CAN BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO PAY OTHER COSTS TOO!! IF YOU CAN'T PAY FOR YOUR OWN LAWYER,BRING THESE PAPERS TO THIS COURT RIGHT AWAY. THE CLERK(PERSONAL APPEARANCE) WILL HELP YOU!!

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

005272/2016

COURT INDEX#:
MJRF#: 01251889

DISCOVER BANK

Plaintiff,

SUMMONS

-Against-

LEA EIDLISZ

Plaintiff's Address:
6500 NEW ALBANY ROAD
NEW ALBANY,OH 43054

Defendant(s)

Defendant's Address:
1216 48TH ST
BROOKLYN,NY 11219

The basis of the venue designated is:

DEFENDANT RESIDES IN THE COUNTY

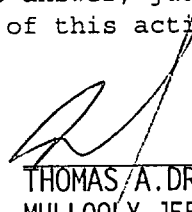
FILED MAR 29 2016

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED

to appear in the Civil Court of the City of New York, County of KINGS at the office of the Clerk of said Court at 141 LIVINGSTON STREET, in County of KINGS, City and State of New York, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk: upon your failure to answer, judgment will be taken against you for sum of \$6,643.64 together with costs of this action.

Dated: March 22, 2016


THOMAS A. DREDGER, JR.
MULLOOLY, JEFFREY, ROONEY & FLYNN LLP
Attorneys for Plaintiff
6851 Jericho Tpke, Suite 220
P.O. BOX 9036
Syosset, NY 11791-9036
(516)656-5300

NOTE: The law provides that:

(a) If this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or

(b) If this summons is served by delivery to any person other than you personally within the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after proof of service is filed with the Clerk of this Court within to appear and answer.

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.

DISCOVER BANK

LEA EIDLISZ

Plaintiff,
-Against-
Defendant(s)

INDEX#:
MJRF#: 01251889

COMPLAINT

Plaintiff, by its attorneys, complaining of defendant(s), upon information and belief, respectfully alleges:


1. Plaintiff is a Delaware State Bank. Plaintiff is not required to be licensed by the NYC Department of Consumer Affairs, because they are an original creditor.
2. That the defendant(s) resides in the county in which this action is brought; or that the defendant(s) transacted business within the county in which this action is brought in person or through his agent and that the instant cause of action arose out of said transaction.
3. That the parties hereto entered into a Revolving Credit Agreement.
4. Plaintiff duly performed all conditions on its part under the agreement.
5. Defendant(s) defaulted in payment and pursuant to the terms of the agreement now owes a balance of \$6,643.64.

SECOND CAUSE OF ACTION

6. That hereofore, plaintiff rendered to defendant(s) monthly, full and true accounts of the indebtedness owing by the defendant(s) as a result of the above agreement, in an amount as herein above set forth which account statements were delivered to and accepted without successful objection by the defendant(s) resulting in an account stated for the amount set forth above.

WHEREFORE, Plaintiff demands judgment against defendant(s) for the sum of \$6,643.64 together with costs and disbursements.

Respectfully submitted,



 THOMAS A. DREDGER, JR.
 MULLOOLY, JEFFREY, ROONEY & FLYNN LLP
 Attorneys for Plaintiff
 6851 Jericho Tpke, Suite 220
 Syosset, NY 11791-9036
 (516)656-5300

Dated: March 22, 2016

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.

(N10C_C) TPD

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LEA EIDLISZ on behalf of herself and
all other similarly situated consumers

Plaintiff,

-against-

MULLOOLY, JEFFREY, ROONEY & FLYNN LLP

Defendant.

SUMMONS IN A CIVIL ACTION

TO: MULLOOLY, JEFFREY, ROONEY & FLYNN LLP
6851 JERICHO TURNPIKE, SUITE 220
SYOSSET, NEW YORK 11791

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: [Mullooly, Jeffrey, Rooney & Flynn LLP Clipped with FDCPA Lawsuit](#)
