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Our File No.: 114432

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

Kimberly A. Hoffman, Denis Graziano and Jaime Rapuzzi, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Genpact Services LLC,

Defendant.

Docket No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

Kimberly A. Hoffman, Denis Graziano and Jaime Rapuzzi, 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 Genpact Services LLC (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.

### PARTIES

5. Plaintiff Kimberly A. Hoffman is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Denis Graziano is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiff Jaime Rapuzzi is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

8. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

9. On information and belief, Defendant Genpact Services LLC, is a New York Limited Liability Company with a principal place of business in NEW YORK County, New York.

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

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

### INDIVIDUAL ALLEGATIONS

12. Defendant alleges each of the Plaintiffs owe a debt (“the Debts”).

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

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

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

16. In its efforts to collect the debt alleged owed by Plaintiff Hoffman, Defendant contacted Plaintiff Hoffman by letter (“the Hoffman Letter”) dated August 16, 2017. (“**Exhibit 1.**”)

17. In its efforts to collect the debt alleged owed by Plaintiff Graziano, Defendant contacted Plaintiff Graziano by letter (“the Graziano Letter”) dated September 18, 2017. (“**Exhibit 1.**”)

18. In its efforts to collect the debt alleged owed by Plaintiff Rapuzzi, Defendant contacted Plaintiff Rapuzzi by letter (“the Rapuzzi Letter”) dated September 25, 2017. (“**Exhibit 1.**”)

19. The Hoffman Letter, the Graziano Letter, and the Rapuzzi Letter (collectively, “the Letters”) are materially identical.

20. The Letters were the initial communications to each Plaintiff.

21. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

22. 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.

23. 15 U.S.C. § 1692g(a)(1) requires the written notice provide “the amount of the debt.”

24. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt clearly from the perspective of the least sophisticated consumer.

25. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt accurately from the perspective of the least sophisticated consumer.

26. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must convey the amount of the debt without ambiguity from the perspective of the least sophisticated consumer.

27. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must state whether interest, late fees and/or other fees are accruing.

28. The written notice, to comply with 15 U.S.C. § 1692g(a)(1), must allow the least sophisticated consumer to determine the minimum amount he or she owes at the time of the notice.

29. The failure to clearly convey the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of 15 U.S.C. § 1692g(a)(1).

30. The Hoffman Letter sets forth an “Total Account Balance” of \$667.09.

31. The Hoffman Letter sets forth an “Amount Now Due” of \$223.00.

32. The Graziano Letter sets forth an “Total Account Balance” of \$1,477.73.

33. The Graziano Letter sets forth an “Amount Now Due” of \$261.00.

34. The Rapuzzi Letter sets forth an “Total Account Balance” of \$4,013.24.

35. The Rapuzzi Letter sets forth an “Amount Now Due” of \$626.00.

36. The Letters state, “Your total account balance (and with it, the amount now due) may increase because of interest or other charges.”

37. The Letters fail to indicate the nature of the “other charges.”

38. The Letters state only that these unspecified charges **may** cause the balance to increase, which is insufficient for the purposes of accurately informing Plaintiff “that the amount of the debt stated in the letter will increase over time.” *Avila v. Riexinger & Assocs., LLC*, 817 F.3d 72, 77 (2d Cir. 2016).

39. The least sophisticated consumer would likely not understand, based on the conditional language “may,” whether such actually means that such unspecified charges will cause the amount due to change.

40. The least sophisticated would likely not understand, based on the conditional language “may,” what provision, if any, gives rise to the potential unspecified charges.

41. The Letters fails to state that the creditor will accept payment of the amount set forth in full satisfaction of the debt if payment is made by a specified date.

42. The Letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine what she will need to pay to resolve the debt at any given moment in the future.

43. The Letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.

44. The Letters, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of her debt because the consumer would not know whether such unspecified charges would accrue, or whether the amount of the debt was static.

45. The Letters, because of the aforementioned failures, do not contain an explanation of any charges that may cause the balance to increase.

46. The Letters, because of the aforementioned failures, did not convey “the amount of the debt” clearly from the perspective of the least sophisticated consumer.

47. The Letters, because of the aforementioned failures, did not convey “the amount of the debt” accurately from the perspective of the least sophisticated consumer.

48. The Letter, because of the aforementioned failures, did not convey “the amount of the debt” without ambiguity from the perspective of the least sophisticated consumer.

49. The Letters, because of the aforementioned failures, violates 15 U.S.C. § 1692e and 15 U.S.C. § 1692g. *See Balke v. Alliance One Receivables Management, Inc.*, No. 16-cv-5624(ADS)(AKT), 2017 WL 2634653 (E.D.N.Y. June 19, 2017); *Roth v. Solomon and Solomon, P.C.*, 17-CV-0868(JS)(AKT), 2018 WL 718402 (E.D.N.Y. Feb. 5, 2018)

### **CLASS ALLEGATIONS**

50. 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 Defendant attempted to collect a consumer debt using a collection letter substantially the same as the Letters herein, from one year before the date of this Complaint to the present.

51. 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.

52. Defendant regularly engages in debt collection.

53. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts using a collection letter substantially the same as the Letters herein.

54. 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.

55. 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.

56. 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 Defendant's 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**

57. 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 Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant 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: August 1, 2018

**BARSHAY SANDERS, PLLC**

By:       /s/ Craig B. Sanders        
Craig B. Sanders, Esq.  
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csanders@barshaysanders.com  
*Attorneys for Plaintiffs*  
Our File No.: 114432

PO BOX 1969  
SOUTHGATE, MI 48195-0969

**Genpact Services LLC**

August 16, 2017



Kimberly Hoffmann  
54 Remsen Rd  
Wading River, NY 11792

**Account Information**

Creditor: Synchrony Bank  
Reference: Gap Credit Card Account  
Account: XXXXXXXXXXXX7107  
Reference: [REDACTED]0331  
Total Account Balance: \$667.09  
Amount Now Due: \$223.00

Dear Kimberly Hoffmann,

Your account has been referred to our office for collections by Synchrony Bank. The amount now due on your account is stated above. Your total account balance (and with it, the amount now due) may increase because of interest or other charges.

If you wish to make a payment you may do so by mailing it to the address listed below. If you are experiencing financial difficulties, please call our office and a representative will assist you in trying to reach a suitable payment arrangement.

Telephone: 1-877-828-1903  
08:00 AM ET to 12:00 AM ET Monday - Friday  
08:00 AM ET to 05:00 PM ET Saturday - Sunday

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

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

**NOTICE OF IMPORTANT RIGHTS**

The State of New York requires that this office advise you that:

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:

1. the use or threat of violence;
2. the use of obscene or profane language; and
3. repeated phone calls made with the intent to annoy, abuse, or harass.

The State of New York requires that this office advise you that:

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 benefits;
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.

New York City Department of Consumer Affairs License Number: #1289611

243033819695 000007210001

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

Please select form of payment:

Personal Check  Cashier's Check  Money Order

Total Account Balance: \$667.09  
Amount Now Due: \$223.00

Amount Paid: \$ \_\_\_\_\_

You can also pay online at: [eservice.gap.com](http://eservice.gap.com)

Check here if your address or phone number has changed & provide the new information below

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel Home \_\_\_\_\_  
Tel Work \_\_\_\_\_  
Cell Phone \_\_\_\_\_

**Account Information**

Creditor: Synchrony Bank  
Reference: Gap Credit Card Account  
Account: XXXXXXXXXXXX7107  
Reference: [REDACTED]0331

**Make Payment To:**



Synchrony Bank/Gap  
PO Box 530942  
Atlanta, GA 30353-0942

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PO BOX 1969  
SOUTHGATE, MI 48195-0969

**Genpact Services LLC**

September 18, 2017



Denis Graziano  
6 Arthur Ln  
Centereach, NY 11720

**Account Information**

Creditor: Synchrony Bank  
Reference: Lowe's® Consumer Credit Card Account  
Account: XXXXXXXXXXXX8564  
Reference: [REDACTED]0295  
Total Account Balance: \$1,477.73  
Amount Now Due: \$261.00

Dear Denis Graziano,

Your account has been referred to our office for collections by Synchrony Bank. The amount now due on your account is stated above. Your total account balance (and with it, the amount now due) may increase because of interest or other charges.

If you wish to make a payment you may do so by mailing it to the address listed below. If you are experiencing financial difficulties, please call our office and a representative will assist you in trying to reach a suitable payment arrangement.

Telephone: 1-877-239-7495  
08:00 AM ET to 12:00 AM ET Monday - Friday  
08:00 AM ET to 05:00 PM ET Saturday - Sunday

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

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

**NOTICE OF IMPORTANT RIGHTS**

The State of New York requires that this office advise you that:

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1. the use or threat of violence;
2. the use of obscene or profane language; and
3. repeated phone calls made with the intent to annoy, abuse, or harass.

The State of New York requires that this office advise you that:

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 benefits;
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.

New York City Department of Consumer Affairs License Number: #1289611

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

Please select form of payment:

Personal Check  Cashier's Check  Money Order

Total Account Balance: \$1,477.73  
Amount Now Due: \$261.00

Amount Paid: \$ \_\_\_\_\_

You can also pay online at: [www.lowes.com/credit](http://www.lowes.com/credit)

Check here if your address or phone number has changed & provide the new information below

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel Home \_\_\_\_\_  
Tel Work \_\_\_\_\_  
Cell Phone \_\_\_\_\_

**Account Information**

Creditor: Synchrony Bank  
Reference: Lowe's® Consumer Credit Card Account  
Account: XXXXXXXXXXXX8564  
Reference: [REDACTED]0295

**Make Payment To:**



Synchrony Bank/Lowe's  
PO Box 530914  
Atlanta, GA 30353-0914

GEN001\_NY



PO BOX 1969  
SOUTHGATE, MI 48195-0969

**Genpact Services LLC**

September 25, 2017



Jaime J Rapuzzi  
223 E Roslyn St  
Islip Terrace, NY 11752

**Account Information**

Creditor: Synchrony Bank  
Reference: Lowe's® Consumer Credit Card Account  
Account: XXXXXXXXXXXX5804  
Reference: [REDACTED]1105  
Total Account Balance: \$4,013.24  
Amount Now Due: \$626.00

Dear Jaime J Rapuzzi,

Your account has been referred to our office for collections by Synchrony Bank. The amount now due on your account is stated above. Your total account balance (and with it, the amount now due) may increase because of interest or other charges.

If you wish to make a payment you may do so by mailing it to the address listed below. If you are experiencing financial difficulties, please call our office and a representative will assist you in trying to reach a suitable payment arrangement.

Telephone: 1-877-239-7495  
08:00 AM ET to 12:00 AM ET Monday - Friday  
08:00 AM ET to 05:00 PM ET Saturday - Sunday

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

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

**NOTICE OF IMPORTANT RIGHTS**

The State of New York requires that this office advise you that:

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:

- 1. the use or threat of violence;
- 2. the use of obscene or profane language; and
- 3. repeated phone calls made with the intent to annoy, abuse, or harass.

The State of New York requires that this office advise you that:

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 benefits;
- 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.

New York City Department of Consumer Affairs License Number: #1289611

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

Please select form of payment:

Personal Check  Cashier's Check  Money Order

Total Account Balance: \$4,013.24  
Amount Now Due: \$626.00

Amount Paid: \$ \_\_\_\_\_

You can also pay online at: [www.lowes.com/credit](http://www.lowes.com/credit)

Check here if your address or phone number has changed & provide the new information below

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel Home \_\_\_\_\_  
Tel Work \_\_\_\_\_  
Cell Phone \_\_\_\_\_

GEN001\_NY

**Account Information**

Creditor: Synchrony Bank  
Reference: Lowe's® Consumer Credit Card Account  
Account: XXXXXXXXXXXX5804  
Reference: [REDACTED]1105

**Make Payment To:**



Synchrony Bank/Lowe's  
PO Box 530914  
Atlanta, GA 30353-0914

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: KIMBERLY A. HOFFMAN; DEFENDANTS: GENPACT SERVICES LLC; (b) County of Residence of First Listed Plaintiff: SUFFOLK; County of Residence of First Listed Defendant: NEW YORK; (c) Attorneys: BARSHAY SANDERS, PLLC, 100 Garden City Plaza, Ste 500, Garden City, NY 11530, (516) 203-7600.

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 3 Federal Question (U.S. Government Not a Party); O 2 U.S. Government Defendant; 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; PTF DEF; O 1 O 1; O 2 O 2; O 3 O 3; 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); 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; CIVIL RIGHTS: O 440 Other Civil Rights, O 441 Voting, O 442 Employment, O 443 Housing/Accommodations, O 445 Amer. w/Disabilities - Employment, O 446 Amer. w/Disabilities - Other, O 448 Education; 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; 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 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: August 1, 2018; SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders.

FOR OFFICE USE ONLY; RECEIPT #; AMOUNT; APPLYING IFF; 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
c) If this is a Fair Debt Collection Practice Act case, specific the County in which the offending communication was received: SUFFOLK

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: /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**

Kimberly A. Hoffman, Denis Graziano and Jaime	)	
Rapuzzi, individually and on behalf of all others	)	
similarly situated	)	
_____	)	
<i>Plaintiff(s)</i>	)	Civil Action No.
	)	
v.	)	
	)	
Genpact Services LLC	)	
_____	)	
<i>Defendant(s)</i>	)	

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*  
Genpact Services LLC  
c/o National Corporate Research Ltd  
10 E. 40th Street, 10th Floor  
New York, New York 10016

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: [Three New York Consumers Claim Genpact Services Failed to Explain 'Other Charges' in Collection Letter](#)

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