

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALLA KHAVASOVA
on behalf of herself and
all other similarly situated consumers

Plaintiff,

-against-

PRESSLER & PRESSLER, LLP

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff Alla Khavasova seeks redress for the illegal practices of Pressler & Pressler, LLP concerning the collection of debts, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”).

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 is a consumer debt.
4. Upon information and belief, Defendant's principal place of business is located in Parsippany, New Jersey.
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 Alla Khavasova

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 July 21, 2016, Defendant filed a lawsuit against Ms. Khavasova in the Civil Court of the State of New York – County of Queens, in an attempt to collect on a debt it claimed was owed to Genesis Laboratory Management, LLC.
11. The debt cited in the Defendant's lawsuit against Ms. Khavasova was an improper and false debt and Pressler & Pressler, LLP was aware of that.
12. At no time, did the Plaintiff enter into contract with the alleged Creditor, Genesis; in fact, she has never heard of the alleged Creditor.
13. In addition, at no time did the Plaintiff, ever request any blood-work, or any other services for that matter from Genesis, and she certainly never signed any agreement with Genesis.
14. The Plaintiff did in fact, visit a doctor and had given the doctor her insurance; however, she never consented to any medical services which would not be accepted by her medical insurance.
15. At no time was the Plaintiff ever asked to consent to any such medical services.
16. The Plaintiff's insurance company themselves, informed the Plaintiff that the charges for

those alleged medical services rendered were illegal and outrageously inflated.

17. The account that the Defendant was seeking to collect upon was non-existent; the Defendant made the Plaintiff believe that she in fact owed such an amount to Genesis Laboratory Management, LLC when it was not the case.

18. Section 1692e of the FDCPA states:

“A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(2) The false representation of --

(A) the character, amount, or legal status of any debt.”

19. Section 1692(f) of the FDCPA states:

“A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

20. The Defendant misrepresented the legal status of the alleged debt, as the debt was not owed by the Plaintiff.¹

21. Defendant violated 15 U.S.C. §§ 1692e(2)(A) and 1692f(1) of the FDCPA for the false representation of the character, amount, or legal status of the debt, and for collecting on

¹ See *Lee v. Kucker & Bruh, LLP*, 2013 U.S. Dist. LEXIS 110363, 2013 WL 3982427 (S.D.N.Y. Aug. 2, 2013). (“Defendants argue that they are not liable for violating the FDCPA because they did not know that they were misrepresenting that Mr. Lee’s account was delinquent. ([Footnote 1] Defendants rely on the decision in *Stonehart v. Rosenthal*, No. 01 Civ. 651, 2001 U.S. Dist. LEXIS 11566, 2001 WL 910771, at *6 (S.D.N.Y. Aug. 13, 2001) (holding that to “state a claim under § 1692e(2) of the FDCPA, [the plaintiff] must show that [the debt collector] knowingly misrepresented the amount of the debt”), and similar district court cases inside and outside this circuit. These cases, however, are at odds with binding Second Circuit precedent. See also *Goldman v. Cohen*, No. 01 Civ. 5952, 2004 U.S. Dist. LEXIS 25517, 2004 WL 2937793, at *10, n.11 (S.D.N.Y. Dec. 17, 2004), *aff’d* on other grounds, 445 F.3d 152 (2d Cir. 2006). (concluding that analysis in *Stonehart* contradicts the plain language of 1692k(c) and the law as stated by the Second Circuit). This argument is contrary to binding Second Circuit precedent. The Defendants here are strictly liable for their violation of § 1692e. This Court holds that the misrepresentation in the Three Day Notice, the Verification and the Petition for summary nonpayment eviction of a debt supposedly owed by Mr. Lee for rent and fuel charges, when in fact he was current on his payments, is a violation of § 1692e(2)(A).”)

a debt which was not expressly authorized by the agreement creating the debt or permitted by law.

22. Plaintiff disputed the alleged medical account, directly with the Creditor, on June 29, 2016 and disputed the debt with Pressler & Pressler too.
23. The Plaintiff had also disputed the alleged medical debt in January 2015, with a previous collection agency, Savit Collection Agency, who had been charged with collecting on the non-existent debt.
24. The Defendant Pressler & Pressler, nevertheless continued to collect on the said debt and even went as far as to file a lawsuit against the Plaintiff, as mentioned above.
25. All the above mentioned entities were fully aware that the said debt was in dispute, yet Pressler & Pressler, in particular failed to notify the Court of that fact.
26. Section 1692g(b) of the FDCPA states that if the consumer notifies the debt collection in writing within thirty (30) days after receipt of an initial communication from a debt collection that the debt is disputed, the debt collector must cease collection of the debt until the debt collector obtains varication and provides a copy of such verification to the consumer.
27. The Plaintiff did in fact dispute the validity of the debt, but the Defendant continued to attempt collection without ever obtaining and providing verification of the debt.
28. The Defendant failed to cease communications to the Plaintiff regarding the alleged debt in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692c(c).
29. The Second Circuit has stated that once a debt has been disputed, a debt collector cannot communicate with anyone about that debt without disclosing the disputed nature of the debt. 15 U.S.C. § 1692e(8).

30. Since it was communicating with others about the debt, when communicating with the court about the Plaintiff's alleged debt, Defendant was required, in accordance with § 1692e(8), to include the fact that the debt was disputed.
31. Defendant communicated information about the debt to others without disclosing the dispute. 15 U.S.C. § 1692e(8).
32. When filing the above mentioned complaint against Ms. Khavasova in Queens County court, the Defendant failed to communicate in its complaint that the debt was disputed, in violation of 15 U.S.C. § 1692e(8). See. Hooks v. Forman, Holt, Eliades & Ravin, LLC, 717 F.3d 282, 285-86 (2d Cir. 2013). ("[O]nce a debt has been disputed, a debt collector cannot communicate the debtor[s] information to others without disclosing the dispute. 15 U.S.C. § 1692e(8)... Such debtor consumers would also undoubtedly benefit from having the fact of the dispute reported whenever the debt collector communicates with others about the debt, in accordance with § 1692e(8)").
33. As a result of Defendant's deceptive, misleading and unfair debt collection practices, the Plaintiff has suffered actual damages.
34. Defendant's debt collection efforts attempted and/or directed towards Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692c(c), 1692d, 1692e(2), 1692e(5), 1692e(8), 1692f, and 1692g(b).
35. As stated above, Pressler & Pressler sued on behalf of Genesis Laboratory, to recover the amount alleged to be due.
36. Plaintiff's Answer denied all allegations contained in the state action complaint, and requested proof from the Defendant that Plaintiff owned the alleged debt.
37. Defendant understood that the Plaintiff was refusing to pay on this debt.

38. Defendant understood that the Plaintiff disputed this debt.
39. Defendant knew that the Plaintiff did not owe this debt.
40. Defendant Pressler & Pressler, made a conscious choice to continue to allow the lawsuit to move forward even though Defendant knew that there was no merit to the case, but Defendant sought to use the lawsuit and the court process to force Plaintiff to pay money on a debt the Plaintiff did not owe.
41. Defendant's attorney served a Notice to Admit upon the Plaintiff requesting Plaintiff admit that she had received the said medical services provided by Genesis, that she had in fact consented to receive the medical services from Genesis, and that she had never objected to any of the charges contained on the billing statements.
42. The least sophisticated debtor would not know to make a motion to preclude relating to a Notice to Admit.
43. A party who does not respond to a Notice to Admit is deemed to have admitted the items in the Notice to Admit for the purposes of the action in which the Notice to Admit was served. Siegel, New York Practice 5th § 364; 6-3123 New York Civil Practice (*Weinstein-Korn & Miller*) CPLR 3123.10; and CPLR 3123(a).
44. Defendant knew or should have known that the Plaintiff had made a written objection to the alleged medical debt because she had done so in writing in her Answer.
45. The service of requests for admission containing false information upon a *pro-se* Defendant, constitutes "unfair or unconscionable" or "false, deceptive, or misleading" means to collect a debt. Requesting a *pro-se* litigant to admit the "entire case against him and concede all defenses," and false requests for admission constituted "unfair or unconscionable," or "false, deceptive or misleading" means to collect a debt under the

FDCPA. McCollough, 637 F. 3d 939, at 952.

46. A notice to admit is a disclosure device. A notice to admit is only to be used to save a party the trouble and expense of proving a readily admissible fact. *Siegel, New York Practice 5th* § 364.
47. A notice to admit is used to get a party to admit facts that will not be in dispute at trial. 6-3123 New York Civil Practice (*Weinstein-Korn & Miller*) CPLR 3123.1.
48. The purpose of a notice to admit is only to eliminate from the issues in litigation matters which will not be in dispute at trial. It is not intended to cover ultimate conclusions, which can only be made after a full and complete trial.
49. A notice to admit which goes to the heart of the matters at issue is improper." DeSilva v. Rosenberg, 236 AD2d 508, 654 N.Y.S.2d 30 (2nd Dept. 1997).
50. A notice to admit is to be used "...to elicit a stipulation regarding specific matters concerning which there is general agreement. Lewis v. Hertz Corp., 193 AD2d 470, 597 N.Y.S.2d 368 (1st Dept. 1993).
51. A notice to admit cannot be used to obtain information which must be obtained by another discovery device such as a deposition. DeSilva v. Rosenberg, supra; and Tolchin v. Glaser, 47 AD3d 922, 849 N.Y.S.2d 439 (2nd Dept. 2008); and Falkowitz v. Kings Highway Hosp., 43 AD2d 696, 349 N.Y.S.2d 790 (2nd Dept. 1973).
52. The notice to admit, served against the debtor is undeniably abusive, misleading and improper since it required the debtor to admit or deny what amounts to all of elements of the debt collectors' prima facie proof in its cause of action for breach of contract and account stated. Midland Funding LLC v Joya Valentin, 966 N.Y.S.2d 656, 2013 NY Slip Op 23162, 2013 N.Y. Misc. LEXIS 2045 (N.Y. Dist. Ct. 2013). (Pursuant to N.Y.

C.P.L.R. 3123 The notice to admit was **abusive** and unquestionably improper by requiring a credit card debtor to admit or deny what amounted to all of elements of the assignee's prima facie proof in its cause of action for breach of contract and account stated.)

53. The Plaintiff was confused, and a least sophisticated consumer would be confused, by the notice to admit served by Defendant.
54. Defendant is liable for the acts and omissions committed in connection with efforts to collect the alleged debt from Plaintiff.²
55. One of the foremost complications medical-debt lawyers like Pressler & Pressler face in proving a prima facie case in assigned debt cases is proving the underlying debt.
56. In order to get the records establishing the underlying debt into evidence, Pressler & Pressler must establish the records upon which it relies are business records. In order to get these records into evidence, Pressler & Pressler must lay the appropriate foundation establishing the documents are business records of the original creditor, in this case Genesis.
57. A witness from an assignee almost never shows up to testify and when they do, they virtually always lack the requisite knowledge to lay the proper foundation to establish the documents, since the agreements, if any, and the statements, are business records of the original creditor.
58. In cases such as these there is never an express contractual agreement and the collector must rely on an implied contract to pay for the services. Any such implied contract could only rest upon a showing by the provider that the services were performed and accepted

² (See Fox v. Citicorp Credit Services, Inc., 15 F.3d 1507 (9th Cir. 1994), Pollice v. National Tax Funding, L.P., 225 F.3d 379 (3rd Cir. 2000)).

with the understanding on both sides that there was a fee obligation. Shapira v. United Medical Service, Inc., 15 N.Y.2d 200 (Court of Appeals of New York 1965)

59. The debt collector deceptively and unconscionably attempted to use a notice to admit, to unfairly overcome its inability to lay the proper foundation for the admission of documents necessary to establish its prima facie case at trial.
60. A notice to admit may not be used for matters that constitute the very dispute involved in the litigation. Siegel, *New York Practice* 5th § 364.
61. A debt collector cannot bypass its burden proof and the rules of evidence through improper and deceptive notices to admit.
62. The only way a debt collector can conduct appropriate discovery, is through a deposition or written interrogatories, at which point a debtor could be questioned regarding the alleged debt, and her payment and/or failure to make payment.
63. The debt collector's notices to admit are abusive and improper and in violation of the FDCPA.
64. The debt collector sought to sustain its prima facie burden of demonstrating entitlement to judgment as a matter of law by improperly and deceptively using its notice to admit.
65. "The purpose of a notice to admit is only to eliminate from the issues in litigation matters which will not be in dispute at trial. It is not intended to cover ultimate conclusions, which can only be made after a full and complete trial". The debt collector intended to exploit the debtor's failure to respond to its notice to admit (see CPLR §3123[a]), despite knowing that it is improper and abusive to use a notice to admit to obtain the admission of contested ultimate issues regarding the debt allegedly owed to the debt collector.

66. Defendant violated the FDCPA by serving written discovery requests upon the Plaintiff which contained false and deceptive information. The plain language of the FDCPA, which broadly prohibits the use of "unfair or unconscionable means to collect or attempt to collect any debt" and prohibits a debt collector from using "any false, deceptive or misleading representation" in the collection of a debt. 15 U.S.C. § 1692e and § 1692f; see also Fox v. Citicorp Credit Services, Inc., 15 F.3d 1507 (9th Cir. 1994). (the enumerated list of § 1692e and § 1692f violations is non-exhaustive); SENATE REPORT NO. 95-382 ON THE FDCPA (attached hereto as Exhibit "3") ("In addition to these specific prohibitions, this bill prohibits in general terms any harassing, unfair or deceptive collection practice. This will enable the courts, where appropriate, to proscribe other improper conduct which is not specifically addressed.") Consequently, it is well-settled that Congress expressly made the FDCPA broad in scope so courts could proscribe improper conduct by debt collectors.
67. Defendant's conduct in serving requests for admissions upon the Plaintiff which it knew to be abusive and patently improper, was made in an effort to trick the debtor, and is underhanded and deceptive.
68. The issuance of requests for admission, including admission of facts that Defendant knew were disputed which contained information that was critical to all of the elements of Defendant's prima facie proof in its cause of action for breach of contract and account stated is an indication of malfeasance, or in the alternative, under the factory approach to litigation adopted by Defendant, a matter of misfeasance.
69. The plain language of the FDCPA makes it clear that Defendant's abusive notices to admit constituted a "false, deceptive, or misleading practice" in violation of 15 U.S.C.

§§ 1692e and 1692f.

70. Although under New York law, it is proper for a debt collector to propound requests for admissions on a debtor; asking a debtor to admit facts the debt collector knows to be disputed however, is false and misleading as well as abusive and unconscionable, in violation of the FDCPA. See ³Nacherlilla v Prospect Park Alliance, Inc., 88 A.D.3d 770, 772, 930 N.Y.S.2d 643, 645, 2011 N.Y. App. Div. LEXIS 7078, *4-5, 2011 NY Slip Op 7205, 2 (N.Y. App. Div. 2d Dep't 2011). ("Here, the plaintiff could not have reasonably believed that the admissions which [plaintiff] sought ... would not be in "substantial dispute at the trial" as they were identical to certain allegations in her complaint and were denied by the [defendant] in its answer (CPLR 3123 [a]; Furthermore, the admissions sought on the issue ... "were at the heart of the controversy" in this case and therefore were improper.") Midland Funding LLC v. Valentin, 40 Misc.

³ Washington v. Alco Auto Sales, 605 N.Y.S.2d 271, 272, 1993 N.Y. App. Div. LEXIS 12146, *1-2, 199 A.D.2d 165 (N.Y. App. Div. 1st Dep't 1993). ("Plaintiffs' notices to admit, which for the most part repeated the allegations of the complaint, improperly demanded that defendants concede many matters that are in dispute or clearly denied. A notice to admit is to be used only for disposing of uncontroverted questions of fact and is certainly not intended as a means of compelling an opposing party to admit to the most fundamental and material of the contested issues of fact, as plaintiffs appear to be endeavoring to do."), Voigt v. Savarino Constr. Corp., 94 A.D.3d 1574, 1575, 942 N.Y.S.2d 860, 861, 2012 N.Y. App. Div. LEXIS 3332, *2-3, 2012 NY Slip Op 3352, 1, 2012 WL 1450414 (N.Y. App. Div. 4th Dep't 2012). ("Here, we agree with the court that plaintiff sought admissions to matters that were at the heart of the controversy, and that plaintiff was using the notice to admit in place of other discovery devices. Further, "plaintiff could not have reasonably believed that the admissions which [he] sought . . . would not be in 'substantial dispute at the trial' as they were identical to certain allegations in [the] complaint and were denied by [defendant] in its answer"), Midland Funding LLC v. Loreto, 34 Misc. 3d 1232(A), 1232A, 2012 N.Y. Misc. LEXIS 803, *15-18, 2012 NY Slip Op 50338(U), 7-8, 950 N.Y.S.2d 492 (N.Y. Civ. Ct. 2012). ("It is the court's understanding that third party debt buyers, such as the plaintiff, purchase debt from original creditors for pennies on the dollar often for as little as thruppence (three pence/pennies). It is also the court's understanding that the less money paid to the credit issuer for the account, the less documentation delivered to verify the accuracy of the information. This seems to explain why third party debt buyers, once in litigation, often need several months and multiple adjournments in order to provide documentation to support a disputed claim which a court would reasonably believe plaintiff's counsel would have in a file or access to prior to commencing the suit. Perhaps if they paid as much as sixpence they would obtain more reliable data? The only other possible explanation is that the records are stored in Brigadoon, Scotland, and creditors only have access to them once every one hundred years. This being the situation, a Notice to Admit as a disclosure device is subject to being abused. A third-party debt buyer who only receives a computer printout of the debtor's account could utilize the Notice to Admit to force a debtor to produce documentation to establish the plaintiff's case, when the plaintiff lacks any evidence in admissible form to prove its claim either because it does not exist or because the debt buyer has made a "business decision" not to spend sufficient monies to obtain complete records from the initial creditor. Although a Notice to Admit is clearly permitted under the CPLR in consumer credit situations, it cannot be used by a third-party debt buyer to build its prima facie case against the debtor because the debt buyer never acquires any real documentation from the credit card issuer. Any questions in the Notice directing the defendant to admit to the opening of the account, the charging of purchases, and calculation of the amount due and owing cannot become admissible evidence as the truth of that assertion in the Notice to Admit ... It is not fair to require a defendant to admit the truth of an allegation which plaintiff's counsel cannot independently verify from an admissible business record of the client. Resulting from the recent history of third-party debt buyers having an inability to prove their cases at trial, at inquest, in summary judgment motions and on default owing to a lack of admissible evidence to support their claims, it would be an abuse of the civil practice rules to permit a Notice to Admit to be used to circumvent due process.")

3d 266 (N.Y. Dist. Ct. May 9, 2013). ("A party may not use a notice to admit to prove all of the necessary elements of its prima facie case. A party cannot circumvent its burden of proof and the rules of evidence through a notice to admit...The court finds plaintiff's notice to admit **abusive and improper**." (emphasis added))

71. Medical debt collectors in particular, have little evidence to establish their case, and little interest in litigating a case with no evidence. Instead they may try to win their case using the consumer's own admissions. Along with the complaint, or shortly thereafter, the collector will send the consumer a lengthy list of statements, asking the consumer to admit to them, hoping the consumer will not respond in a timely manner. Failure to respond is treated as an admission of all the requested statements. The collector then appends those statements to a summary judgment motion and seeks to prevail in the case although presenting little or none of its own evidence. By serving requests for admission collectors prey on unrepresented consumers' lack of legal knowledge, attempting to prove their cases by sleight of hand when they cannot do so by themselves. See also R. Hobbs et al., National Consumer Law Center, Collection Actions §§ 4.2.2.1 (3rd ed. 2014).
72. It is unfair and abusive for Defendant to twist the nuances of legal procedures in order to gain advantages over the unrepresented, the crux of this case is turned upon the debt collector's trickery in the discovery process which is meant to confuse the debtor into acknowledging facts that would improperly and deceptively cause the debtor to admit the debt collectors entire case against them as they are ambidextrously defrauded in to conceding all defenses.

- (a) Sending notices to admit on matters that were at the heart of the

controversy is unfair and improper in violation of the FDCPA.

- (b) A notice to admit is not to be used to obtain information which must be obtained by another discovery device such as a deposition. A notice to admit served in a collector/debtor action is unquestionably deceptive, unfair and improper if it requires Defendant to admit or deny what amounts to all of elements of Plaintiff's prima facie proof in its cause of action for breach of contract and account stated.
- (c) Using notices to admit in place of other discovery devices especially when the debt collector could not have reasonably believed that the admissions which they sought would not be in 'substantial dispute at the trial' as they were identical to certain allegations in the complaint and were denied by debtor in its answer such notices to admit are improper, false, deceptive and misleading, and the purpose in sending such requests for admission was to torpedo the debtor's defense of the lawsuit.
- (d) The debt collector is attempting to use a notice to admit to overcome its inability to lay the proper foundation for the admission of documents necessary to establish its prima facie case at trial. A notice to admit may not be used for matters that constitute the very dispute involved in the litigation. *Siegel, New York Practice 5th* § 364. Under New York Law, if a party fails to respond to a notice to admit within 20 days after service, the matters therein are deemed admitted for the purpose of the litigation. A debt collector's conduct

is always viewed from the standpoint of the least sophisticated debtor, therefore the service of improper requests for admission containing knowingly disputed and false information upon a pro se defendant without an explanation that the requests would be deemed admitted after twenty days constitutes "unfair or unconscionable" or "false, deceptive, or misleading" means to collect a debt. Here, the debt collector effectively and deceptively requested that the debtor admit the debt collector's entire case against him and concede all defenses. The least sophisticated debtor cannot be expected to anticipate that a response within thirty days was required to prevent the court from deeming these improper requests admitted.

73. The inescapable conclusion is that the debt collector asked a *pro-se* defendant to admit to information it knew was disputed and false. The debt collector either did so knowingly, or neglected to review their minimal file before signing the requests. The debt collector served the requests with no ostensible reason to believe that the debtor would understand their import. The requests for admission were designed to conclusively establish each element of the debt collector's case against the debtor and to use the power of the judicial process against a pro se defendant to collect on a debt that the debt collector lacks any evidence in admissible form to prove its claim. Although a notice to admit is clearly permitted under the CPLR in consumer credit situations, it cannot be deceptively used by a third-party to build its prima facie case against the debtor because the collector cannot prove its case.

74. The questions in the Notice directing the defendant to admit the heart of the controversy

cannot become admissible evidence as the truth of that assertion in the notice to admit.

75. It is not fair to require a defendant to admit the truth of an allegation which plaintiff's counsel cannot independently verify from any admissible business record of the client. Resulting from the debt collector knowing that they have an inability to prove their cases at trial, at inquest, in summary judgment motions and on default owing to a lack of admissible evidence to support their claims, it would be an abuse of the civil practice rules to permit a Notice to Admit to be used to circumvent due process.
76. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
77. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
78. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
79. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
80. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
81. 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.
82. 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.

83. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
84. As an actual and proximate result of the acts and omissions of Pressler & Pressler, LLP, Plaintiff has suffered including but not limited to, fear, stress, mental anguish, emotional stress and acute embarrassment for which she should be compensated in an amount to be established by a jury at trial.

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.

85. Plaintiff re-states, re-alleges, and incorporates herein by reference, paragraphs one (1) through eighty four (84) as if set forth fully in this cause of action.
86. This cause of action is brought on behalf of Plaintiff and the members of three classes.
87. Class A consists of all persons whom Defendant's records reflect resided in the State of New York and who were received a summons and complaint in substantially the same form as the summons and complaint sent to the Plaintiff on or about July 21, 2016; and (a) the complaint was sent to a consumer seeking payment of a personal debt purportedly owed to Genesis Laboratory Management, LLC; and (b)]the Plaintiff asserts that the Defendant violated 15 U.S.C. §§ 1692e(2)(A) and 1692f(1) for the false representation of the character, amount, or legal status of the debt, and for collecting on a debt which was not expressly authorized by the agreement creating the debt or permitted by law.

88. Class B consists of all persons whom Defendant's records reflect resided in the State of New York and (a) who disputed their respective debts and seeking verification thereof, within one year prior to the date of the within complaint up to the date of the filing of the complaint; and (b) the Defendant ignored the dispute letter and continued to collect on the debt; and (c) when filing a lawsuit against the debtor in court, the Defendant failed to mark the disputed debt as disputed; and (d) the Defendant was in violation of 15 U.S.C. §§ 1692c(c), 1692d, 1692e(2), 1692e(5), 1692e(8), 1692f, and 1692g(b).
89. Class C consists of all persons whom Defendant's records reflect resided in the State of New York and who received Notices to Admit that asked them to admit statements which it knew or should have known were not true, in violation of 15 U.S.C. §§ 1692e, 1692e(10), and 1692f.
90. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:
- A. Based on the fact that a civil lawsuit is at the heart of this litigation, the class is so numerous that joinder of all members is impracticable.
 - B. There are questions of law and fact common to the class and these questions predominate over any questions affecting only individual class members. The principal question presented by this claim is whether the Defendant violated the FDCPA.
 - C. The only individual issue is the identification of the consumers who received such civil lawsuits (*i.e.* the class members), a matter capable of ministerial determination from the records of Defendant.

D. The claims of the Plaintiff are typical of those of the class members. All are based on the same facts and legal theories.

E. The Plaintiff will fairly and adequately represent the class members' interests. The Plaintiff has retained counsel experienced in bringing class actions and collection-abuse claims. The Plaintiff's interests are consistent with those of the members of the class.

91. A class action is superior for the fair and efficient adjudication of the class members' claims. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. 15 U.S.C. § 1692(k). The members of the class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

92. If the facts are discovered to be appropriate, the Plaintiff will seek to certify a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.

93. Collection attempts, such as those made by the Defendant are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

Violations of the Fair Debt Collection Practices Act

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

95. 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 her 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: Woodmere, New York
July 18, 2017

/s/ Adam J. Fishbein
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Plaintiff requests trial by jury on all issues so triable.

/s/ Adam J. Fishbein
Adam J. Fishbein (AF-9508)

Mailing Coversheet

**ALLA KHAVASOVA
8430 DANIELS ST
JAMAICA, NY 11435**

Documents: SUMMONS; COMPLAINT



0012613660



File # K111159

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF QUEENS

GENESIS LABORATORY MANAGEMENT, LLC

Plaintiff,

-against-

Index No.

SUMMONS

012937/16

ALLA KHAVASOVA

Defendant(s)

Defendant's Residence Address:

8430 DANIELS ST
JAMAICA, NY 114352024

To the above named defendant(s):

Plaintiff's Residence Address

142 ROUTE 35, STE 208

EATONTOWN NJ 07724

The Basis of this venue
designated is:

Defendant's residence

YOU ARE HEREBY SUMMONED to appear in the Civil Court of the City of New York , COUNTY OF QUEENS , at the office of the clerk of the said Court at 89-17 SUTPHIN BLVD in the COUNTY OF QUEENS , 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 the sum of \$2,685.00 together with the costs of this action.

Dated: 07/12/16

PRESSLER and PRESSLER, LLP

Attorneys for Plaintiff

By: S/Daniel E. Schlossberg

Daniel E. Schlossberg , Esq.

305 Broadway 9th Floor

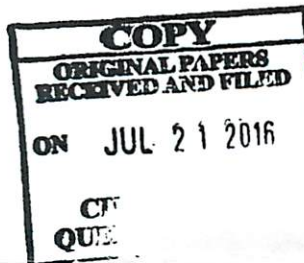
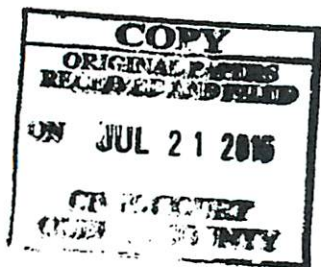
New York, NY 10007

(516)222-7929

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 its delivery to any person other than you personally, or is served outside 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 the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.



File # K111159

CORTE CIVIL DE LA CIUDAD DE NUEVA YORK - CONDADO DE QUEENS

GENESIS LABORATORY MANAGEMENT, LLC

Demandante,

-Vs.-

ALLA KHAVASOVA

No. del Epigrafe.

CITACION

Direccion del Demandante:

142 ROUTE 35, STE 208

EATONTOWN NJ 07724

Demandado(s)

La razon de haber designado
esta Corte es:

La Residencia del demandado

Residencia del Demandado(s)

8430 DANIELS ST

JAMAICA, NY 114352024

Al demandado(s) arriba mencionado(s):

USTED ESTA CITADO a comparacer en la Corte Civil de la Cuidad de Nueva York, Condado de QUEENS a la oficina del jefe Principal de dicha Corte en 89-17 SUTPHIN BLVD en el Condado de QUEENS , Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun lo indicado abajo y a presentar su respuesta a la demanda al Jefe de la Corte; si usted no comparece a contestar, se rendira sentencia contra usted en la suma de \$2,685.00 , incluyendo las costas de esta causa.

Fechado, el dia de: 07/12/16 PRESSLER and PRESSLER, LLP

Abogado(s) del Demandante

Por: S/Daniel E. Schlossberg

Daniel E. Schlossberg , Esq.

305 Broadway 9th Floor

New York, NY 10007

(516)222-7929

NOTA: La ley provee que:

(a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responder dentro de VEINTE dias despues de la entrega; o

(b) Si esta citacion es entregada a otra persona que no fuera usted personalmente, o si fuera entregada afuera de la Ciudad de Nueva York, o por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene TREINTA dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

File # K111159

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF QUEENS

GENESIS LABORATORY MANAGEMENT, LLC

Plaintiff(s)

-against-

Index No.

COMPLAINT

ALLA KHAVASOVA

Defendant(s)

Plaintiff by its attorney, Pressler and Pressler, LLP
complaining of the defendant(s) respectfully alleges upon
information and belief as follows:

FIRST CAUSE OF ACTION

1. Plaintiff, GENESIS LABORATORY MANAGEMENT, LLC, is a limited liability company formed under the laws of the state of New Jersey.
2. Defendant(s) resides within the jurisdictional limits of this court.
3. There is due the plaintiff from the Defendant(s), the sum of \$2685.00 for the medical services provided pursuant to the attached account(s) which is now in default.

SECOND CAUSE OF ACTION

4. Plaintiff repeats, realleges and reiterates each and every allegation contained in paragraphs 1-3 as if set forth at length.
5. Plaintiff mailed statements to the Defendant(s) thereby rendering a full, just and true account of all unpaid amounts for services rendered to the Defendant(s) which are due and owing, and Defendant(s) received, accepted and retained same without objection.
6. By reason of the aforementioned, an account stated was taken and had between the plaintiff and defendant(s) for the agreed total balance of \$2,685.00.

WHEREFORE, plaintiff demands judgment against Defendant(s) on the first cause of action for the sum of \$2,685.00 plus costs and disbursements of this action and for such further and other relief as the Court deems just and proper and on the second cause of action for the sum of \$2,685.00 plus costs and disbursements of this action and for such further and other relief as the Court deems just and proper.

PRESSLER and PRESSLER, LLP
305 Broadway 9th Floor
New York, NY 10007
(516) 222-7929

PRESSLER and PRESSLER, LLP
Attorneys for Plaintiff

By: Daniel E. Schlossberg
Daniel E. Schlossberg , Esq.

MAKE CHECKS PAYABLE TO

Genesis Laboratory Management, LLC
1912 Route 35 South
Suite 202
Oakhurst, NJ 07755-2715

ADDRESS SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT AREA BELOW

CHECK CARD USING FOR PAYMENT				AMOUNT
<input type="checkbox"/> DISCOVER	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA	<input type="checkbox"/> AMEX	
CARD NUMBER				EXP. DATE
SIGNATURE				CCV CODE
ACCOUNT REVIEW DATE		PAY THIS AMOUNT		ACCOUNT NUMBER
12/08/2015		2,685.00		
SHOW AMOUNT PAID HERE				\$

PAGE NO. 1

ADDRESSEE

Alla Khavasova
84-30 Daniels St.
Briarwood, NY 11435

REMIT TO

Genesis Laboratory Management, LLC
1912 Route 35 South
Suite 202
Oakhurst, NJ 07755-2715

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

ACCOUNT REVIEW

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

ACCOUNT REVIEW THROUGH 12/08/2015

Date	Patient Name	Doctor	Description	Charge	Credits	Balance	Ins Pen
02/26/15	Alla	RANGWALA	Insurance Paid to Patient Transfer from GHI INSURANCE to Alla Khavasova	1,200.00		1,200.00	
02/26/15	Alla	RANGWALA	Insurance Paid to Patient Transfer from GHI INSURANCE to Alla Khavasova	605.00		605.00	
02/26/15	Alla	RANGWALA	Insurance Paid to Patient Transfer from GHI INSURANCE to Alla Khavasova	880.00		880.00	

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Balance	Ins. Pending	NOW DUE
0.00	0.00	0.00	0.00	2,685.00	2,685.00	0.00	2,685.00

Account Number	Statement Date	Billing Questions	Federal Tax ID
	12/08/2015	Please contact our Billing Company, Metropolitan Healthcare, at: (732) 389-8400 X 103	

Message	Make Checks Payable To
	Genesis Laboratory Management, LLC 1912 Route 35 South Suite 202 Oakhurst, NJ 07755-2715

Check
168.00
from
GHI

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS**

P&P File K111159

GENESIS LABORATORY MANAGEMENT, LLC
Plaintiff
vs.

Index No. 012937/16

**NOTICE TO ADMIT
TRUTH OF FACTS**

ALLA KHAVASOVA

Defendant(s)

TO: ALLA KHAVASOVA

8430 DANIELS ST
JAMAICA, NY 114352024

REQUEST is hereby made by the plaintiff of the defendant for the admission of the genuineness of the documents and the truth of the matters hereinafter set forth, within 20 days after the service hereof upon you.

TAKE NOTICE that if you fail to do so each of the matters as to which an admission is requested shall be deemed admitted, unless by the above mentioned time, you have acted or otherwise moved with regard to this request in accordance with the provisions of NY CPLR R. 3123.

Do you admit that:

1. Does the defendant admit or deny that he/she/they requested medical services from the Plaintiff as set forth in the complaint? If denied, set forth specifically those services requested by the defendant from plaintiff.

ANS.

2. Does the defendant admit or deny that medical services were received from the plaintiff as set forth in the complaint? If denied, set forth specifically those services defendant claims to have received from plaintiff.

ANS.

3. Does the defendant admit or deny that the services rendered by Plaintiff to the Defendant as set forth in the complaint were reasonable and necessary?

ANS.

4. Does the Defendant admit or deny that the charges for those services supplied by Plaintiff to the Defendant as set forth in the complaint were reasonable?

ANS.

5. Does the Defendant admit or deny that the plaintiff billed the defendant for said services as set forth in the complaint?

ANS.

6. Does the defendant admit or deny that he/she owes Plaintiff 2,685.00 as set forth in the complaint? If denied, set forth the amount defendant claims to owe plaintiff.

ANS.

The Answers given to the above questions are true and complete to the best of my knowledge.

Defendant's Signature _____
(Sworn Before a Notary Public)

Sworn to before me this: _____ day of _____ 2016

Notary Public Signature _____

Dated: 10/13/16

PRESSLER and PRESSLER, LLP
Attorney for Plaintiff
305 Broadway 9th Floor
New York, NY 10007
(516) 222-7929

By: _____
Craig S. Stiller

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

ALLA KHAVASOVA

Plaintiff(s)

v.

PRESSLER & PRESSLER, L.L.P.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* PRESSLER & PRESSLER, L.L.P.
7 ENTIN ROAD
PARSIPPANY NJ 07054-5020

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: Adam J. Fishbein, P.C.
735 Central Avenue
Woodmere NY 11598

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

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

ALLA KHAVASOVA

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Adam J. Fishbein
735 Central Avenue
Woodmere NY 11598 516 668 6945 fishbeinadamj@gmail.com

DEFENDANTS

PRESSLER & PRESSLER, L.L.P.

County of Residence of First Listed Defendant New Jersey
(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
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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 FAIR DEBT COLLECTION PRACTICES ACT

Brief description of cause:
Collecting upon and filing suit concerning a false debt

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

07/21/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Adam J. Fishbein

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, Adam J. Fishbein, 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 **Class action**

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:

None

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/ Adam J. Fishbein

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Pressler and Pressler Sued Over Debt Collection 'Trickery'](#)
