

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DAVIT KVASHILAVA on behalf of himself and  
all other similarly situated consumers

Plaintiff,

-against-

ALLIED RECOVERY SOLUTIONS, INC.

Defendant.

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## CLASS ACTION COMPLAINT

### Introduction

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

### Parties

2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that Defendant sought to collect from Plaintiff a consumer debt.
4. Upon information and belief, Defendant's principal place of business is located in Port Jefferson Station, 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 Davit Kvashilava**

9. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
10. On or about December 18, 2018, Defendant sent the Plaintiff a collection letter.
11. The said letter was an effort to collect on a defaulted consumer debt.
12. The December 18, 2018 letter was Defendant’s initial communication with the Plaintiff.
13. Section 1692g of the FDCPA requires that, within 5 days of a debt collector’s first communication to a consumer, it must provide consumers with several pieces of information – the amount of the debt, the 30-day validation notice and “(2) the name of the creditor to whom the debt is owed”, see, 15 U.S.C. § 1692g(a).
14. It is not enough to provide the information required by § 1692g of the FDCPA; rather, that information must be effectively conveyed.<sup>1</sup>

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<sup>1</sup> Dix v. Nat'l Credit Sys., Inc., No. 2:16-cv-3257-HRH, 2017 BL 386598 (D. Ariz. Oct. 27, 2017) (Similarly here, it is not sufficient that defendant listed [the creditor] in the "re" line. While defendant is correct that the FDCPA does not require it to use "magic words", it does require it to effectively convey to the debtor the name of the current creditor, which defendant failed to do.); Suellen v. Mercantile Adjustment Bureau, LLC, Case No. 12-cv-00916 NC, [2012 BL 421151], 2012 WL 2849651, at \*6 (N.D. Cal. June 12, 2012) (observing that courts have held that "[m]erely naming the creditor without identifying it as the current creditor" is not sufficient for purposes of section 1692g(a)(2) ); Datiz v. Int'l Recovery Assocs., Inc., No. 15-CV-3549-ADSAKT, 2016 WL 4148330, at \*11 (E.D.N.Y. Aug. 4, 2016), motion for relief from judgment denied, No. 15-CV-3549-ADS-AKT, 2017 WL 59085 (E.D.N.Y. Jan. 4, 2017); McGinty v. Prof'l Claims Bureau, Inc., 2016 U.S. Dist. LEXIS 143627 ([Defendant's] Collection Letters are similarly deficient because: (i) the letters' captions, which read "Re: NSLIJ PHYSICIANS - DEPT OF ORTHOPEDIC SURGERY" and "Re: ST CATHERINE OF SIENNA," fail to identify the Medical Providers as Plaintiffs' current creditors; and (ii) the letters, which state that "[t]he above referenced account has been referred to our offices for collection," fail to make clear on whose behalf PCB was acting when it sent the Collection Letters.); White v. Prof'l Claims Bureau, Inc., No. 15-cv-7187 (JFB) (ARL), 2018 BL 60113

15. The Defendant stated the creditor as “CLIENT: GEICO DIRECT.”
16. The Defendant’s letter was supposed to identify the name “GEICO DIRECT” either as the “original creditor,” “current creditor,” or “the creditor to whom the debt is owed.”
17. Merely naming the creditor without specifically identifying the entity as the current creditor to whom the debt is owed is not sufficient to comply with 15 U.S.C. § 1692g(a)(2).
18. An unsophisticated consumer is left in the dark as to whether or not “GEICO DIRECT” is in fact the creditor to whom the alleged debt is owed.<sup>2</sup>
19. An unsophisticated consumer is left confused as to who the creditor is in this case.<sup>3</sup>
20. Defendant failed to effectively state “the name of the creditor to whom the debt is owed.”
21. Therefore, Defendant’s form collection letter violates §§ 1692g and 1692g(2) of the

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(E.D.N.Y. Feb. 22, 2018) (“[T]he form letters in the instant cases are identical to the letters discussed in *Diaz* and *McGinty*, and are also, therefore, deficient in the ways identified by the courts ruling in those cases . . . [T]his Court agrees with the *McGinty* court's determination that the letters in those cases were essentially identical and presented the same issues.”); *Clomon v. Jackson*, 988 F.2d 1314, 1993 U.S. App. LEXIS 4965 (2d Cir. Conn. 1993); *Miller v. Wolpoff & Abramson, L.L.P.*, 321 F.3d 292, 2003 U.S. App. LEXIS 3409, 55 Fed. R. Serv. 3d (Callaghan) 746 (2d Cir. N.Y. 2003); *Savino v. Computer Credit*, 164 F.3d 81, 1998 U.S. App. LEXIS 31652, 42 Fed. R. Serv. 3d (Callaghan) 1154 (2d Cir. N.Y. 1998); *McStay v. I.C. Sys.*, 308 F.3d 188, 2002 U.S. App. LEXIS 21542 (2d Cir. N.Y. 2002) see also, 15 U.S.C. § 1692g(b)., *Jacobson v. Healthcare Fin. Servs., Inc.*, 516 F.3d 85, 90 (2d Cir. 2008) citing *Russell v. Equifax A.R.S.*, 74 F.3d 30, 35 (2d Cir. 1996).

<sup>2</sup> *Janetos v. Fulton, Friedman & Gullace, LLP*, 2015 U.S. Dist. LEXIS 48774 (N.D. Ill., Apr. 13, 2015) (Thus, standing alone the fact that the form letter included the words “Asset Acceptance, LLC” [creditor] did not establish compliance with § 1692g(a)(2). The Act required [Defendant’s] letter to identify Asset Acceptance as the “creditor to whom the debt is owed.” 15 U.S.C. § 1692g(a)(2). The letter had to make that identification clearly enough that the recipient would likely understand it.); *Beltrez v. Credit Collection Servs.*, 2015 U.S. Dist. LEXIS 160161 (E.D.N.Y. Nov. 25, 2015) (“As Plaintiff has stated a plausible claim that the Defendant's failure to explicitly and accurately name the creditor to whom the debt is owed would likely confuse the least sophisticated consumer as to the name of the actual creditor to whom the debt is owed, Defendant's motion must be denied.”); *Schneider v. TSYS Total Debt Mgmt., Inc.*, No. 06-C-345, 2006 WL 1982499 (B.D. Wis. July 13, 2006) (“[T]hroughout its briefs, [the debt collector] implies that the full and complete name of the creditor includes the name ‘Target.’ Yet, without the full and complete name of the creditor, be it Target National Bank, Target Customs Brokers, Inc., or a corporation that simply identifies itself by the acronym ‘T.A.R.G.E.T.’, it would be impossible for this court to decide whether [the debt collector] sufficiently identified the creditor to whom [the consumer’s] debt is owed. Moreover, given that the full and complete name of the creditor is unknown, at least to the court, and given the fact-based nature of the confusion question, it would not be appropriate, at this early stage of the litigation, for the court to determine whether the unsophisticated debtor would be confused by the collection letter.”); *Amina v. WMC Mortgage Corp.*, No. CIV. 10-00165 JMS, 2011 WL 1869835 (D. Haw. May 16, 2011) (“[A] genuine issue of material fact exists regarding whether [the debt collector] complied with § 1692g(a)(2)’s requirement that [the debt collector] identify the current creditor. [The debt collector] identified the creditor only as ‘CHASE,’ and it should go without saying that there are multiple Chase entities. Further, there is no evidence on the record establishing that Chase is indeed the current creditor.”)

<sup>3</sup> *Lee v. Forster & Garbus LLP*, 12 cv 420, 2013 WL 776740 (E.D. N.Y. 2013) (“Defendants fare no better insisting that any misidentification in the Collection Letter was immaterial. As an initial matter, this argument only could apply to the alleged Section 1692e and Section 1692f violations. Section 1692g(a)(2) specifically requires debt collectors to identify the creditor to whom the debt is owed in the initial communication or within five days of the initial communication. There is nothing in the statute requiring the identity of the creditor to be “material” to the communication. In addition, even assuming, arguendo, that a deceptive statement must be material to violate Section 1692e and Section 1692f, failing to identify the creditor here 7 after “pay to the order of” on the payment check to ensure that the debt is satisfied. Accordingly, Defendants' materiality argument is without merit.”); *Pardo v. Allied Interstate, LLC*, 2015 U.S. Dist. LEXIS 125526 (S.D. Ind. Sept. 21, 2015); *Walls v. United Collection Bureau, Inc.*, 2012 U.S. Dist. LEXIS 68079, \*4-5, 2012 WL 1755751 (N.D. Ill. May 16, 2012); *Deschaine v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31349, \*3-5 (N.D. Ill. Mar. 7, 2013).

FDCPA.

22. An unsophisticated consumer would likely be deceived by Defendant's conduct.
23. Said letter is also deceptive and misleading in violation of 15 U.S.C. §§ 1692e and 1692e(10).
24. Said letter is deceptive and misleading as it failed to correctly identify the name of the creditor to whom the debt is owed in violation of 15 U.S.C. §§ 1692e, 1692e(10), 1692g and 1692g(a)(2).
25. Said December 18, 2018 letter further misrepresented Plaintiff's right to dispute the debt, in violation of 15 U.S.C. §§ 1692e, 1692e(10), 1692g(a)(3), 1692g(a)(4) and 1692g(a)(5).
26. The said letter was completely devoid of the litany of warnings and notices required by 15 U.S.C. §§ 1692g and 1692e(11).
27. The said letter fails to, inter alia, adequately advise the Plaintiff of her rights, because the thirty (30) day validation notice required by 15 U.S.C. §1692(g) was not placed anywhere in the demand for payment of the alleged debt.
28. The language in the aforementioned letter violates 15 U.S.C. § 1692(g), because it contradicts the requirement that the Plaintiff be advised of and given a thirty (30) day period in which to dispute the bill.
29. The Defendant failed to give Plaintiff notice of her rights as mandated by 15 U.S.C. §§ 1692g and 1692e(11) within five (5) days of Defendant's said initial communication to the Plaintiff.

30. Had the Plaintiff been given notice of her rights pursuant to 15 U.S.C. § 1692g, he would have promptly made such dispute, requested verification, settled and/or made payment of said amount demanded.
31. Upon information and belief, other persons hold the same or similar claims against the Defendant, for the Defendant's failure to notify them of their rights as mandated by 15 U.S.C. §1692g, within five (5) days after the initial communications substantially similar to those received by the Plaintiff from the Defendant in the collection of consumer debts within the State of New York.
32. Section 1692g of the FDCPA provides:
  - a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --
    - (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
    - (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
    - (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.
33. The least sophisticated consumer would assume from the said letter, that he has no option to dispute her debt or obtain verification of the debt.
34. Said letter contains a threat of suit and a demand for payment within the Plaintiff's thirty day validation period.

35. Said letter fails to explain that if the consumer is sued within the thirty-day period, he or she is still however, able to dispute the debt within that thirty-day period.
36. Upon information and belief, the Defendant does not commence suit within the initial thirty day period.
37. The language as stated in the said letter, was essentially threatening and created a sense of urgency by the Plaintiff and the unsophisticated consumer.
38. The Defendant, by providing language that implied a demand payment during the Plaintiff's thirty-day validation period without advising the Plaintiff that such a demand does not overshadow the Plaintiff's right to dispute the debt or request validation thereof, violated 15 U.S.C. § 1692g of the FDCPA.
39. Said letter also violates § 1692e(5) of the FDCPA for threatening to take action against Plaintiff even though Defendant has not and does not intend to take such action.
40. Defendants' acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.
41. 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:

The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, **that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose**, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.” - § 1692e(11).  
(emphasis added)

42. The said letter was void of the required language as stated in § 1692e(11) of the FDCPA.<sup>4</sup>
43. Defendant's initial communication dated December 18, 2018 violated §§ 1692e and 1692e(11) for the Defendant's use of false, deceptive, and misleading representation in connection with the collection of the said debt.
44. Said letter is false, deceptive and misleading.
45. Defendant's December 18, 2018 letter violated 15 U.S.C. §§ 1692e, 1692e(5) 1692e(10), 1692e(11), 1692g(a)(3), 1692g(a)(4) and 1692g(a)(5) for failing to comply with the validation notice requirements, and in particular, for misrepresenting Plaintiff's right to dispute the debt, misrepresenting Plaintiff's right to obtain verification of the debt, for threatening to take action against Plaintiff during the Plaintiff's thirty day validation period, and for false and deceptive actions.
46. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
47. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
48. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
49. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
50. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
51. Defendant's communications were designed to cause the debtor to suffer a harmful

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<sup>4</sup> Somerset v. Stephen Einstein & Assocs., P.C., No. 2:17-cv-07539 (ADS)(ARL), 2019 U.S. Dist. LEXIS 1836, at \*10 (E.D.N.Y. Jan. 4, 2019) ("As for the Defendants' contention that the [letters] failure to disclose that the communication came from a debt collector is immaterial, the Court agrees with other courts in this circuit which have found failure to make disclosures required by Section 1692e(11) "actionable per se, without any requirement of materiality." Massey v. On-Site Manager, Inc., 285 F.R.D. 239, 248 (E.D.N.Y. 2012); see also Kagan v. Selene Fin. L.P., 210 F. Supp. 3d 535, 548 (S.D.N.Y. 2016) ("§ 1692e(11) requires that a debt collector identify itself as such in all communications. . . . Where, as here, the debt collector failed to divulge that precise information, such an omission is material to whether an unsophisticated consumer would be confused about whether the caller was a debt collector."))

disadvantage in charting a course of action in response to Defendant's collection efforts.

52. 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.
53. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
54. 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**

55. 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.
56. The identities of all class members are readily ascertainable from the records of the Defendant and those business and governmental entities on whose behalf it attempts to collect debts.
57. Excluded from the Plaintiff's Class is the Defendant and all officers, members, partners, managers, directors, and employees of the Defendant, and all of their respective



immediate families, and legal counsel for all parties to this action and all members of their immediate families.

58. There are questions of law and fact common to the Plaintiff's Class, which common issues predominate over any issues involving only individual class members. The principal issues are whether Defendant's communications with the Plaintiff, such as the above stated claims, violate provisions of the Fair Debt Collection Practices Act.
59. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.
60. The Plaintiff will fairly and adequately protect the interests of Plaintiff's Class defined in this complaint. Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither Plaintiff nor her attorneys have any interests, which might cause them not to vigorously pursue this action.
61. 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.

62. 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.
63. 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.
64. 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.
65. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

#### **CAUSE OF ACTION**

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

66. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered one (1) through sixty-five (65) herein with the same force and effect as if the same were set forth at length herein.
67. This cause of action is brought on behalf of Plaintiff and the members of two classes.

68. The first class consists of all persons whom Defendant's records reflect resided in the State of New York and (a) who were sent a collection letter in substantially the same form letter as the letter sent to Plaintiff on or about December 18, 2018; and (b) the collection letter was sent to a consumer seeking payment of a personal debt; and (c) the collection letter was not returned by the postal service as undelivered; (d) and Plaintiff asserts that the letter violated 15 U.S.C. §§ 1692e, 1692e(10), 1692g & 1692g(a)(2) for failing to correctly identify the name of the creditor to whom the debt is owed.
69. The second class consists of all persons whom Defendant's records reflect resided in the State of New York; and (a) who were sent a collection letter in substantially the same form letter as the letter sent to Plaintiff on or about December 18, 2018; and (b) the collection letter was sent to a consumer seeking payment of a personal debt; and (c) the collection letter was not returned by the postal service as undelivered; and (d) Plaintiff asserts that the letter violated 15 U.S.C. §§ 1692e, 1692e(5) 1692e(10), 1692e(11), 1692g(a)(3), 1692g(a)(4) & 1692g(a)(5) for failing to comply with the validation notice requirements, and in particular, for misrepresenting Plaintiff's right to dispute the debt, misrepresenting Plaintiff's right to obtain verification of the debt, for threatening to take action against Plaintiff during Plaintiff's thirty day validation period, and for false and deceptive actions.

**Violations of the Fair Debt Collection Practices Act**

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

71. 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 7, 2019

/s/ Maxim Maximov  
Maxim Maximov, Esq.  
Attorneys for the Plaintiff  
Maxim Maximov, LLP  
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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

DAVIT KVASHILAVA

(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

ALLIED RECOVERY SOLUTIONS, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

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

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1692. Brief description of cause: 15 U.S.C. § 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 No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 01/07/2019 SIGNATURE OF ATTORNEY OF RECORD /S/ MAXIM MAXIMOV, ESQ.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Maxim Maximov, 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?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: Kings County

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No  
(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: /S/ MAXIM MAXIMOV, ESQ.



DECEMBER 18, 2018

KVASHILAVA DAVIT  
[REDACTED]

CLIENT: GEICO DIRECT  
DATE OF LOSS: 04/12/18  
CLAIM#: [REDACTED] 1039  
LOCATION OF LOSS: NEW YORK  
AMOUNT DUE: \$4,499.73

To whom it may concern:

We have tried to reach you to no avail. Previous correspondences have also been ignored. For some reason it appears you have chosen not to respond.

If we do not hear from you or receive payment in full within ten (10) days, you will leave us with no alternative but to take any and all action our client feels necessary to protect their interests.

We suggest that if you wish to avoid such action, you take the time now to make a telephone call to this office or send a check payable to ALLIED RECOVERY SOLUTIONS.

Very truly yours,

JOANNE STEPHANIE BERBERT  
joanneb@alliedrecoveryolutions.com  
631-509-5631

P.O. Box 1011, Port Jefferson Station, NY 11776  
Phone 631-509-5631 Fax 631-627-3634  
On the web [www.alliedrecoveryolutions.com](http://www.alliedrecoveryolutions.com)



A0 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of New York

DAVIT KVASHILAVA on behalf of himself and
all other similarly situated consumers
Plaintiff(s)
v.
ALLIED RECOVERY SOLUTIONS, INC.
Defendant(s)
Civil Action No.

SUMMONS IN A CIVIL ACTION

TO: (Defendant's name and address)
ALLIED RECOVERY SOLUTIONS, INC.
4747 NESCONSET HIGHWAY
PORT JEFFERSON STATION, NEW YORK 11776

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:

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

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 THE COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

# ClassAction.org

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