

CV17-1850

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

2017 APR -3 AM 8:35

-----X  
LOWELL J. SIDNEY, individually and on behalf of  
all others similarly situated,

Index No.

U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
**FILED**

IN CLERK'S OFFICE  
US DISTRICT COURT E.D.N.Y.

★ APR 03 2017 ★

Plaintiffs

DEARIE, J.

- against -

VERIZON COMMUNICATIONS AND  
CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS SERVICES LLC,

MANN. M.J.

BROOKLYN OFFICE

Defendants

-----X  
SIRS:

Plaintiff LOWELL J. SIDNEY, individually and on behalf of all others similarly situated by and through their counsel THE LAW OFFICE OF ATHAS C. IOANNOU hereby files this class action complaint. Plaintiffs make these allegations based upon information and belief and these allegations are likely to have more evidentiary support after a reasonable opportunity for further investigation and discovery against Defendants Verizon Communications and Cellco Partnership d/b/a Verizon Wireless Services (hereinafter "Verizon").

**INTRODUCTION**

The Plaintiff and members of the class were willfully, contumaciously and fraudulently overcharged by Verizon for products and services they did not request, purchase or use.

1. The Plaintiff contracted with Verizon for mobile phone service. On or about February 18, 2017, Plaintiff concluded that his bills were being fraudulently computed after noticing an abnormally high charge in the sum of \$231.48 on his credit card for Verizon services.

2. On or about February 18, 2017, Plaintiff complained to Verizon about the overcharge and immediately was directed to Verizon's Fraud Services Department ("Fraud Services"). Fraud Services stated that on October 22, 2016, an unknown person (hereinafter the "Imposter") entered a Best Buy store in Wesley Chapel, Florida, claimed to be the Plaintiff, and ordered a cell phone and phone service from Verizon. When the store requested basic identifying information, the Imposter fled the store. In spite of having no proof of the identity of the Imposter, the payments for this new cell phone and related services which were ordered by the Imposter were attached to Plaintiff's phone bill in New York, which invoice was on autopay.

3. When Plaintiff inquired about Verizon's failure to notify him of this deception, Fraud Services stated that it was not Verizon's corporate policy to notify their customers about potential and/or detected fraud.

4. Further, when Plaintiff inquired as to why the services and charges requested by the Imposter were not immediately removed from Plaintiff's account, Fraud Services stated that it was Verizon's corporate policy to keep such services and charges active, until the defrauded customer becomes aware of the overcharge and then complains to Verizon.

5. Neither Plaintiff, nor his agents or representatives, were in Florida on October 22, 2016, the day the fraud was detected by Verizon.

6. On October 28, 2016, Plaintiff was charged \$230.57 on autopay; \$51.40 was for service for a phone number which he did not request, purchase, use or have access to; \$26.67 was billed as "one time charges"; \$80.00 was for an "extra-large plan"; \$10.47 was to cover "surcharges"; and \$10.79 was charged for taxes and government fees. Only \$51.24 exclusively was for the phone line Plaintiff originally had requested, purchased and used.

7. On November 28, 2016, Plaintiff again was charged \$210.58 on autopay. \$51.20 was for service for a phone number which he did not request, purchase, use or have access to; \$15.00 was billed as “one time charges”; \$80.00 was for an “extra-large plan”; \$6.34 was to cover “surcharges”; and \$6.80 was charged for taxes and government fees. Only \$51.24 exclusively was for the phone line Plaintiff had requested, purchased and used.

8. On December 28, 2016, Plaintiff again was charged \$195.58 on autopay. \$51.20 was for service for a phone number which he did not request, purchase, use or have access to; \$80.00 was for an “extra-large plan”; \$6.34 was to cover surcharges; and \$6.80 was charged for taxes and government fees. Only \$51.24 exclusively was for the phone line Plaintiff had requested, purchased and used.

9. On January 28, 2017, Plaintiff again was charged \$231.48 on autopay. \$51.20 was for service for a phone number which he did not request, purchase, use or have access to; \$25.00 was for a “one-time charge”; \$90.00 was for an “extra-large plan”; \$6.66 was to cover surcharges; and \$7.38 was charged for taxes and government fees. Only \$51.24 exclusively was for the phone line Plaintiff had requested, purchased and used.

10. The class so represented by Plaintiff in this action, and of which the Plaintiff is a member, consists of any and all persons or entities who have been knowingly overcharged by Verizon for goods and services on autopay, which goods and services they did not request, purchase or use from 2011 through 2017 and continuing.

11. Verizon intentionally failed to inform Plaintiff about the fraudulent transaction and overcharges to his autopay account, and subsequently intentionally failed to remove such overcharges from Plaintiff’s account. Plaintiff relied on Verizon to furnish that information to him, as well as to remove such overcharges immediately, as Verizon was the only entity aware of

such fraud. Verizon's failure to provide that information and remove said overcharges caused Plaintiff to suffer financial losses by way of dishonest deductions from his autopay account.

12. Furthermore, Verizon benefited at Plaintiff's expense, and equity and good conscience require restitution.

13. As a result of wrongful and unlawful conduct, Verizon has obtained substantial profits and windfalls and have been unjustly enriched at the expense of Plaintiff and members of his class.

14. Verizon has engaged in a deliberate, fraudulent and concerted effort to charge Plaintiff and the class members for products and services they did not request, purchase or use.

15. During the period of 2011 through 2017, Verizon has siphoned funds from Plaintiff and members of his class amounts in excess of \$75,000.00.

#### **PARTIES**

16. Plaintiff Lowell J. Sidney is an individual and is now and at all times mentioned in this complaint a resident of Kings County in the State of New York.

17. Defendant Verizon is a Delaware limited liability company with a principal place of business at One Verizon Way, Basking Ridge, New Jersey.

18. Defendant Verizon sells cell phones and cell phone related services.

#### **VENUE AND JURISDICTION**

19. This Court has jurisdiction over the subject matter presented by this Complaint because the cause of action arose in New York (Plaintiff opened an account with Verizon in New York) and the representative Plaintiff resides in New York.

20. Defendant Verizon is a Delaware Corporation with a principal place of business at One Verizon Way, Basking Ridge, New Jersey.

21. Defendant Verizon conducts regular, continuous, systematic and substantial business in New York.

22. The causes of action arise under New York law.

**CLASS ACTION ALLEGATIONS**

23. Plaintiff brings this case pursuant to CPR Article 9 on behalf of a class (the “Class”) of all Plaintiffs from whom Verizon knowingly siphoned funds from their autopay accounts without their agreement, knowledge or consent.

24. As a result of Verizon’s corporate policy to 1) avoid or refrain from informing customers of fraud on their accounts, and 2) avoid or refrain from removing services and charges ordered and incurred through such fraud, Plaintiff believes there are thousands of members of the Class as described above, though the exact number and identities of the Class members are currently unknown.

25. There are questions of law and fact common to the Class which predominate over any questions affecting only individual members and the claims of the representative parties are typical of the claims of the Class pursuant to CPR 901(b).

26. Common questions of law and fact include:

- a. Whether the Defendants violated the implied contract of good faith and fair dealing.
- b. Whether the Defendants engaged in unfair or deceptive trade practices.
- c. Whether the Defendants were unjustly enriched to the detriment of Plaintiff and members of the Class.
- d. Whether Plaintiff and members of the Class have been damaged and, if so, in what amount.

- e. Whether Defendants should be enjoined from tagging on fees, phone-lines and phones to a Class of Plaintiff's autopay accounts going forward.

27. The Class is so numerous that joinder of all members is impracticable. Although the precise number of such persons with standing is unknown and the facts are presently within the sole knowledge of Defendants, there are many qualified persons who were overcharged by Verizon.

28. Plaintiff's claims are typical of the Class because they all involve the same unconscionable overcharges. The defenses that will likely be asserted by Defendants against Plaintiff are typical of the defenses that Defendants will assert against the Class members.

29. Plaintiff will fairly and adequately protect the interests of the Class and has retained counsel experienced in pursuing complex and class action litigation who will adequately and vigorously represent the interests of the Class.

30. Class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy alleged herein. Treating this as a class action will permit a large number of similarly-situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the duplication of effort and expense that numerous individual actions would entail.

31. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action and no superior alternative exists for the fair and efficient adjudication of this controversy.

32. No individual Class member has any interest in individually controlling the prosecution of a separate individual action. To pursue these claims as a class action, Plaintiff is

waiving any claim on their own behalf or on behalf of the Class in this lawsuit for liquidated damages.

33. Prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Defendants.

34. Defendants have acted, or failed to act, on grounds generally applicable to the Class.

**REPRESENTATIVE ALLEGATIONS OF NAMED PLAINTIFFS**

35. The representative Plaintiff LOWELL J. SIDNEY repeats, reiterates and re-alleges all preceding paragraphs as if more fully set forth herein.

36. At all relevant times herein, the Defendants were and still are doing business in the State of New York, including, but not limited to, selling phones, financing phones, providing phone service, maintaining phone service, and billing for phone service.

37. Plaintiff contracted with Verizon for mobile phone service. After noticing an abnormally high phone bill of \$231.48 being charged to his credit card on February 18, 2017, Plaintiff reviewed his autopay records to see charges of \$230.57 in October 2016, \$210.58 in November 2016, \$195.58 in December 2016, and \$231.48 in January 2017. Plaintiff concluded that his bills were being fraudulently computed.

38. On or about February 18, 2017, Plaintiff complained to Verizon about the overcharge and immediately was directed to Verizon's Fraud Services Department ("Fraud Services"). Fraud Services stated that on October 22, 2016, an unknown person (hereinafter the "Imposter") entered a Best Buy store in Wesley Chapel, Florida, claimed to be the Plaintiff, and ordered a cell phone and phone service from Verizon. When the store requested basic identifying

information, the Imposter fled the store. In spite of having no proof of the identity of the Imposter, the payments for this new cell phone and related services which were ordered by that Imposter were attached to Plaintiff's phone bill in New York, which invoice was on autopay.

39. When Plaintiff inquired about Verizon's failure to notify him of this deception, Fraud Services stated that it was not Verizon's corporate policy to notify their customers about potential and/or detected fraud.

40. Further, when Plaintiff inquired as to why the services and charges requested by the Imposter were not immediately removed from Plaintiff's account, Fraud Services stated that it was Verizon's corporate policy to keep such services and charges active, until the defrauded customer becomes aware of the overcharge and then complains to Verizon.

41. Neither Plaintiff, nor his agents or representatives were in Florida on October 22, 2016, the day the fraud was detected by Verizon.

42. During this relevant time frame and for some time prior and subsequent thereto, Verizon would charge for products and services that were not rendered to the payor.

43. Plaintiff did not authorize Defendant Verizon to deduct money from his autopay account for an additional cell phone, cell phone line, and any other related services.

44. Defendant Verizon did charge Plaintiff in excess of the products and services he actually contracted to use and/or did use.

45. Defendant Verizon charged Plaintiff's credit card, which was on autopay, for a phone, phone service, and other related services which he did not request, purchase, use or ever have access to.

46. As a direct and proximate result of the foregoing, Plaintiff suffered damages.



**ALLEGATIONS APPLICABLE TO DEFENDANTS**

47. Representative Plaintiff Lowell J. Sidney repeats, reiterates and re-alleges all preceding paragraphs as if more fully set forth herein.

48. The fees charged and billed for phones and phone services are in excess of what was contracted to be obtained and used.

49. Defendants were and are aware that the goods and services for which they charged never were requested, nor were ever being used by Plaintiff.

50. Plaintiff and members of the Class were overcharged by Defendants in connection with their phone bills.

51. As a result of the foregoing, Defendants have obtained and continue to obtain substantial profits and windfalls and have been unjustly enriched, while Plaintiff and the members of the Class suffered and continue to suffer actual damages and remain at risk for being damaged in the future.

52. Plaintiff seeks equitable relief and damages on behalf of himself and all members of the Class, including reimbursement for any and all damages sustained as a result of the practices described above, with interest and such other relief as the Court and/or trier of fact deems just, proper and equitable.

**FIRST CAUSE OF ACTION - FRAUD**

53. The representative Plaintiff Lowell J. Sidney and members of the Class repeat, reiterate and re-allege all preceding paragraphs as if more fully set forth herein.

54. The aforesaid conduct by Defendants individually, collectively and through their employees, agents, servants and representatives violated and continues to violate their implied contract of good faith and fair dealing.

55. Plaintiff and members of the Class relied upon their express contracts with Verizon as to exactly what items and amounts would be invoiced for payment.

56. Plaintiff and members of the Class relied upon Defendants' contract when choosing to engage autopay.

57. Plaintiff and members of the Class relied upon Defendants' covenant of good faith and fair dealing when choosing to engage autopay.

58. As a direct and proximate result of the foregoing, Plaintiff and members of the Class have been and continue to be injured financially and damaged by, amongst other things, being caused to pay in excess of the fees contracted for, and are therefore entitled to a refund of all excess monies paid together with interest accruing from the time of payment and other damages permitted by law.

#### **SECOND CAUSE OF ACTION - BREACH OF CONTRACT**

59. The representative Plaintiff Lowell J. Sidney and members of the Class repeat, reiterate and re-allege all preceding paragraphs as if fully set forth herein.

60. At all times, Defendants were under a duty to act in good faith and otherwise deal fairly with the representative Plaintiff and members of the Class.

61. At all times, Defendants contracted with Plaintiff and members of the Class for certain payments to be made on autopay.

62. Defendants knowingly added charges to the autopay accounts of Plaintiff and members of the Class for goods and services that were never requested, received or used.

63. By engaging in the deceptive business practices alleged in this Complaint, Defendants breached their contract as well as their duty of good faith and fair dealing by siphoning additional funds from Plaintiff and members of the Class, which have deprived said Plaintiff and members of the Class of money.

64. The foregoing circumstances have resulted in the unconscionable situation wherein Plaintiff and members of the Class knowingly were charged for goods and services neither requested nor received.

65. The foregoing circumstances have resulted in Plaintiff and members of the Class being overcharged.

66. Defendants have materially benefitted from their deceptive business practices to the economic detriment and severe and irreparable pecuniary loss sustained by the representative Plaintiff and members of the Class.

### **THIRD CAUSE OF ACTION - UNJUST ENRICHMENT**

67. The representative Plaintiff Lowell J. Sidney and members of the Class repeat, reiterate and re-allege all preceding paragraphs as if more fully set forth herein.

68. Due to Defendants' inequitable actions, Plaintiff and members of the Class have been damaged in an amount in excess of the jurisdictional limits of the lower courts.

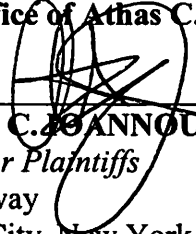
69. Based upon the above, Plaintiff and members of the Class respectfully request that the Court enter a judgment declaring that Plaintiff and members of the Class are entitled to damages and recovery of reasonable attorney's fees and costs associated with this action, and for such other further and different relief as to this Court seems just, proper and equitable.

**WHEREFORE** the representative Plaintiff and members of the Class demand judgment against the Defendants, as follows:

- a) Awarding Damages for Fraud;
- b) Awarding Damages for Breach of Contract;
- c) Awarding Damages in Unjust Enrichment;
- d) For such other further and different relief as to this Court seems just, proper and equitable.

Dated: Queens, New York  
April 1, 2017

**The Law Office of Athas C. Ioannou**

  
**By: ATHAS C. IOANNOU, ESQ.**

*Attorney(s) for Plaintiffs*

14-51 Broadway  
Long Island City, New York 11106  
Tel: 718.545.3133

To:

VERIZON COMMUNICATIONS  
One Verizon Way  
Basking Ridge, New Jersey

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS SERVICES LLC  
One Verizon Way  
Basking Ridge, New J

**ATTORNEY VERIFICATION**

I, **ATHAS C. IOANNOU**, an attorney duly admitted to practice law in the State of New York, affirms the following under penalty of perjury:

I am the attorney for the plaintiff in the within action. I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters I believe it to be true. The reason this verification is made by me and not by the plaintiff is because the plaintiff resides in a county outside the county where your affirmant maintains his office and place of business.

The grounds of my belief as to all matters not stated upon my own knowledge are a review of the file, documentation and information obtained from the plaintiff.

I affirm that the foregoing statements are true under the penalty of perjury.

  
\_\_\_\_\_  
**ATHAS C. IOANNOU, ESQ.**

Verified this 1<sup>st</sup> day of April, 2017  
Queens, New York

## 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

Lowell J. Sidney, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Kings

CV 17-1850

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

The Law Office of Athas C. Ioannou  
14-51 Broadway  
Long Island City, NY 11106 Tel.: 718.545.3133

## DEFENDANTS

Verizon Communications and Cellco Partnership d/b/a Verizon Wireless Services LLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES FILED)

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

Attorneys (If Known)

US DISTRICT COURT E.D.N.Y.

★ APR 03 2017 ★

## 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)DEARIE, J.  
MANN, M.J.

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

Citizen of This State

Citizen of Another State

Citizen or Subject of a Foreign Country

PTF DEF  
☒ 1 ☐ 1☐ 2 ☐ 2☐ 3 ☐ 3

Incorporated or Principal Place of Business In This State

Incorporated and Principal Place of Business In Another State

Foreign Nation

PTF DEF  
☐ 4 ☐ 4☐ 5 ☒ 5☐ 6 ☐ 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	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <input checked="" 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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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 checked="" type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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 - 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): 28 USC 1332

Brief description of cause: Unauthorized and fraudulent billing by phone service provider

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ To be determined

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
April 1st, 2017SIGNATURE OF ATTORNEY OF RECORD  
Athas C. Ioannou

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

4653113198

**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, Athas C. Ioannou, counsel for Lowell J. Sidney, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- ☐ the complaint seeks injunctive relief,
- ☐ the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? 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

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: Athas C. Ioannou

