

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

-----X Case No. 16-cv-06642
YISSEL WELCH and JEFFREY DELMORAL, on
behalf of themselves individually and all others
similarly situated,

Plaintiffs,

-against-

**CLASS ACTION
COMPLAINT**

INGRAM & ASSOCIATES, INC.,

Defendant.

-----X

Plaintiffs, by and through their attorneys, FAGENSON & PUGLISI, upon knowledge as to themselves and their own acts, and as to all other matters upon information and belief, bring this complaint against above-named defendant and in support thereof allege the following:

INTRODUCTION

1. This is an action for damages brought by individual consumers and on behalf of a class for defendant's violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692, *et seq.* which prohibits debt collectors from engaging in abusive, deceptive and unfair acts and practices.

2. This is an action for damages and injunctive relief brought by individual consumers against defendant pursuant to New York General Business Law ("NYGBL") § 349 regarding defendant's deceptive acts and practices.

JURISDICTION AND VENUE

3. This Court has federal question jurisdiction pursuant to the FDCPA, 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331 and supplemental jurisdiction exists over the NYGBL § 349 claims pursuant to 28 U.S.C. § 1367.

4. This Court has venue pursuant to 28 U.S.C. § 1391(b) in that plaintiffs reside in this District and a substantial portion of the events or omissions giving rise to this action occurred in this District.

PARTIES

5. Plaintiffs are natural persons.

6. Plaintiffs reside in this District.

7. Plaintiffs are consumers within the meaning of 15 U.S.C. §1692a(3) as they are natural persons who are alleged by defendant to owe financial obligations.

8. The financial obligations which defendant sought to collect from plaintiffs are debts within the meaning of 15 U.S.C. § 1692a(5) in that the obligations which defendant sought to collect from plaintiffs are allegedly defaulted medical debts originally incurred for a consumer, personal, family or household purpose.

9. Plaintiffs are reasonable consumers within the meaning of NYGBL § 349 who acted reasonably under the circumstances alleged herein.

10. Defendant is a debt collector within the meaning of 15 U.S.C. § 1692a(6).

11. Defendant uses the mail and other means to collect defaulted consumer debts owed or due or alleged to be owed or due to others.

12. The principal purpose of defendant's business is the collection of defaulted consumer debts owed or due or alleged to be owed or due to others.

13. Defendant regularly collects or attempts to collect defaulted consumer debts owed or due or alleged to be owed or due to others.

14. Upon information and belief, defendant is a domestic business corporation.

FACTUAL ALLEGATIONS PARTICULAR TO PLAINTIFF YISSEL WELCH

15. Plaintiffs re-allege paragraphs 1-14 as if fully re-stated herein.

16. Southside Hospital (or the "hospital) alleged that plaintiff owed it a debt.

17. The hospital alleged that the debt had fallen into default.

18. Subsequent to the alleged default, by collection letter dated May 4, 2016, defendant wrote to plaintiff concerning the allegedly defaulted debt.

19. Defendant sent the letter on behalf of the hospital.

20. The letter consists of one sheet of paper with writing on the front and back.

21. On both sides of the letter defendant provides the validation notice.

22. On the back of the letter, defendant also states:

"If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt."

23. The letter dated May 4, 2016 was the first written communication which defendant sent to plaintiff in connection with the collection of the debt.

24. The letter dated May 4, 2016 was defendant's first communication with plaintiff in connection with the collection of the debt.

25. Defendant sent no other letter to plaintiff within five days after the date on which defendant sent the letter dated May 4, 2016.

26. Upon review of defendant's letter plaintiff believed that if she sent a timely written dispute to defendant collection of the debt would cease only until defendant obtained verification of the debt.

27. Upon review of defendant's letter plaintiff was confused and deceived as to her rights and defendant's duties if she made a timely written dispute of the debt.

28. Upon learning of defendant's deception, plaintiff felt deceived, confused, agitated and surprised.

FACTUAL ALLEGATIONS PARTICULAR TO PLAINTIFF JEFFREY DELMORAL

29. Plaintiffs re-allege paragraphs 1-28 as if fully re-stated herein.

Debt allegedly owed to Ambulance Accounts-NSUH (account number ending 92)

30. By collection letter dated February 9, 2016, defendant wrote to plaintiff in an attempt to collect a debt.

31. Defendant sent the letter on behalf of an entity named "Ambulance Accounts-NSUH".

32. Defendant alleged that plaintiff owed a debt to Ambulance Accounts-NSUH.

33. Ambulance Accounts-NSUH alleged that the debt was in default.

34. The letter consists of one sheet of paper with writing on the front and back.

35. On both sides of the letter, defendant provides the validation notice.

36. On the back of the letter, defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

37. The letter dated February 9, 2016 was the first written communication which defendant sent to plaintiff in connection with the collection of the debt.

38. The letter dated February 9, 2016 was defendant’s first communication with plaintiff in connection with the collection of the debt.

39. Defendant sent no other letter to plaintiff within five days after the date on which defendant sent the letter dated February 9, 2016.

40. Defendant sent two subsequent letters to plaintiff in connection with the collection of the same Ambulance Accounts-NSUH debt.

41. One such letter is dated February 19, 2016.

42. The other such letter is dated May 31, 2016.

43. The letters dated February 19, 2016 and May 31, 2016 each consists of one sheet of paper with writing on the front and back.

44. In the letters dated February 19, 2016 and May 31, 2016 defendant included a validation notice on the back only.

45. On the back of the letters dated February 19, 2016 and May 31, 2016 defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

Debt allegedly owed to Ambulance Accounts-NSUH (account number ending 48)

46. By collection letter dated February 19, 2016, defendant wrote to plaintiff in an attempt to collect a debt.

47. Defendant sent the letter on behalf of an entity named “Ambulance Accounts-NSUH”.

48. Defendant alleged that plaintiff owed a debt to Ambulance Accounts-NSUH.

49. Ambulance Accounts-NSUH alleged that the debt was in default.

50. The letter consists of one sheet of paper with writing on the front and back.

51. In the letter defendant included a validation notice on the back only.

52. On the back of the letter defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

Debt allegedly owed to North Shore-LIJ Medical Group

53. By collection letter dated February 17, 2016, defendant wrote to plaintiff in an attempt to collect a debt.

54. Defendant sent the letter on behalf of North Shore-LIJ Medical Group.

55. Defendant alleged that plaintiff owed a debt to North Shore-LIJ Medical Group.

56. North Shore-LIJ Medical Group alleged that the debt was in default.

57. The letter consists of one sheet of paper with writing on the front and back.

58. On both sides of the letter, defendant provides the validation notice.

59. On the back of the letter, defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

60. The letter dated February 17, 2016 was the first written communication which defendant sent to plaintiff in connection with the collection of the debt.

61. The letter dated February 17, 2016 was defendant's first communication with plaintiff in connection with the collection of the debt.

62. Defendant sent two subsequent letters to plaintiff in connection with the collection of the same North Shore-LIJ Medical Group debt.

63. One such letter is dated February 19, 2016.

64. The other such letter is dated May 31, 2016.

65. The letters dated February 19, 2016 and May 31, 2016 each consists of one sheet of paper with writing on the front and back.

66. In the letters dated February 19, 2016 and May 31, 2016 defendant included a validation notice on the back only.

67. On the back of the letters dated February 19, 2016 and May 31, 2016 defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

Debt allegedly owed to North Shore Univ Hosp-Forest Hills

68. By collection letter dated February 19, 2016, defendant wrote to plaintiff in an attempt to collect a debt.

69. Defendant sent the letter on behalf of North Shore Univ Hosp-Forest Hills.

70. Defendant alleged that plaintiff owed a debt to North Shore Univ Hosp-Forest Hills.

71. North Shore Univ Hosp-Forest Hills alleged that the debt was in default.

72. The letter consists of one sheet of paper with writing on the front and back.

73. In the letter defendant included a validation notice on the back only.

74. On the back of the letter defendant also states:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

For all debts

75. Upon review of defendant’s letters plaintiff believed that if he sent a timely written dispute to defendant collection of the debt would cease only until defendant obtained verification of the debt.

76. Upon review of defendant’s letters plaintiff was confused and deceived as to his rights and defendant’s duties if he made a timely written dispute of the debt.

77. Upon learning of defendant’s deception, plaintiff felt deceived, confused, agitated and surprised.

AS AND FOR A FIRST CAUSE OF ACTION

Failure to state that collection of the debt shall cease until verification is mailed to
consumer

15 U.S.C. §§ 1692e and 1692g(b)

78. Plaintiffs re-allege paragraphs 1-77 as if fully re-stated herein.

79. Defendant's statement that

"If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt."

is false, misleading and deceptive.

80. Pursuant to 15 U.S.C. § 1692g(b), if the consumer sends a timely written dispute to defendant, defendant must cease collection of the debt until defendant obtains verification of the debt *and a copy of such verification is mailed to the consumer by defendant.*

81. In each of defendant's above-mentioned letters to plaintiffs, defendant includes the above-quoted false language.

82. In each of defendant's above-mentioned letters to plaintiffs, defendant mentions only that, upon the consumer's timely written dispute, collection of the debt shall cease until defendant obtains verification of the debt.

83. Nowhere in any of defendant's said letters does defendant state that upon the consumer's timely written dispute collection of the debt shall cease until defendant obtains verification *and mails the verification to plaintiffs.*

84. Defendant's failure to state that collection shall cease until defendant mails verification to the consumer misleads and deceives the least sophisticated consumer into believing that, after her timely written dispute, defendant may still continue its collection efforts notwithstanding that defendant has not mailed verification of the debt to her.

85. Defendant's failure to state that collection shall cease until defendant mails verification to the consumer misleads and deceives plaintiffs into believing that, after their timely written dispute, defendant may still continue its collection efforts notwithstanding that defendant has not mailed verification of the debts to them.

86. A consumer would be more likely to send a timely written dispute to defendant if the consumer knows that such a dispute will result in a cessation of collection efforts until defendant obtains *and* mails to her verification of the debt.

87. Conversely, a consumer would be less likely to send a timely written dispute to defendant if defendant informs the consumer that such a dispute will result in a cessation of collection efforts only until defendant obtains verification of the debt, with no mention of defendant's duty to mail the verification to the consumer.

88. The whole point of 15 U.S.C. § 1692g(b) is to stay the myriad collection efforts which debt collectors inflict on consumers, ranging from telephone calls to collection letters, to in-person visits at home, school or work, until the debts collectors mail to the consumers proof of the debts they seek to collect.

89. Defendant's above-quoted language in its collection letters contravenes 15 U.S.C. § 1692g(b).

90. Defendant's above-quoted language in its collection letters constitutes a false, deceptive and misleading representation or means used by defendant in connection with the collection of a debt and is in violation of 15 U.S.C. § 1692e.

AS AND FOR A SECOND CAUSE OF ACTION

NYGBL § 349

91. Plaintiffs re-allege paragraphs 1-90 as if fully re-stated herein.

92. Each of the deceptive and misleading acts and practices above-mentioned was committed by defendant in the conduct of a business, trade or commerce or the furnishing of a service in New York State and constitutes a violation of NYGBL § 349.

93. Defendant's deceptive and misleading acts and practices were consumer-oriented.

94. Defendant is a collector of consumer debts incurred principally or wholly by natural persons.

95. Defendant contacts thousands of consumers within the State of New York each year by mail.

96. Defendant's letters to plaintiffs are typical of the letters defendant mailed to consumers within the State of New York during all times relevant to this case.

97. Defendant's letters are derived from letter forms used by defendant.

98. Defendant's letters are derived from letter templates used by defendant.

99. At all times relevant to this case defendant had a pattern of mailing to consumers within the State of New York collection letters which contain the statement that:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

100. Plaintiffs are reasonable consumers within the meaning of the NYGBL.

101. Upon review of defendant’s letters plaintiffs believed that if they sent a timely written dispute to defendant collection of the debts would cease only until defendant obtained verification of the debt.

102. Upon review of defendant’s letters plaintiffs were confused and deceived as to their rights and defendant’s duties if they made a timely written dispute of the debts.

103. Upon learning of defendant’s deception, plaintiffs felt deceived, confused, agitated and surprised.

104. Defendant violated NYGBL § 349(a) and is liable to plaintiffs under NYGBL § 349(h).

CLASS ALLEGATIONS

105. Plaintiffs re-allege paragraphs 1-104 as if fully re-stated herein.

106. This action is brought on behalf of plaintiffs and the members of a class. The class consists of all natural persons who defendant's records reflect were sent debt collection letters within the State of New York within the period of time commencing one year before the filing of this complaint up to and including the date of the filing of the complaint and who were sent a collection letter (a) in substantially the same form as the above-mentioned letters defendant sent to plaintiffs; (b) the collection letter was sent to a consumer seeking payment of a consumer medical debt; (c) the collection letter was not returned by the postal service as undeliverable; and (d) the collection letter states, in sum or substance:

“If the consumer notifies the collection agency in writing, within 30 days after receiving the written notice, that the debt, or any portion of the debt, is disputed, collection of the debt or any disputed portion of the debt shall cease until the collection agency obtains verification of the debt.”

107. The class does not include defendant or persons who are officers, directors, or employees of defendant.

108. 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 the collection letter that is the gravamen of this litigation is a mass-mailed form letter, the class is so numerous that joinder of all members is impracticable. Upon information and belief, thousands of persons have received similar debt collection letters from defendant which violate the various provisions of the FDCPA.
- (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 defendant violated the FDCPA including but not limited to §§ 1692e and 1692g(b) by falsely, misleadingly and deceptively stating that upon the consumer's timely written notification of a dispute, defendant's collection of the debt shall cease only until defendant obtains verification of the debt.
- (C) The only individual issue is the identification of the consumers who received the letters (the class members), a matter capable of ministerial determination from the records of defendant.
- (D) The claims of plaintiffs are typical of those of the class members. All are based on the same facts and legal theories.
- (E) Plaintiffs will fairly and adequately represent the class members' interests. Plaintiffs have retained experienced counsel. Plaintiffs' interests are consistent with those of the members of the class.

109. 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 in 15 U.S.C. § 1692k. 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 class 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.

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

111. Communications from debt collectors, such as those sent by defendant, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer".

112. As a result of the above violations, defendant is liable to plaintiffs and the members of the class for damages in an amount to be determined at the time of trial, plus costs and attorneys' fees.

WHEREFORE, plaintiffs respectfully pray that judgment be entered against defendant as follows:

- (a) certifying a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure;
- (b) awarding class members the maximum statutory damages pursuant to 15 U.S.C. § 1692k;

- (c) awarding maximum individual statutory damages pursuant to 15 U.S.C. § 1692k;
- (d) awarding actual damages pursuant to 15 U.S.C. § 1692k in an amount to be determined at time of trial;
- (e) awarding reasonable attorneys' fees, costs and disbursements pursuant to 15 U.S.C. § 1692k;
- (f) enjoining defendant from committing further deceptive acts and practices with respect to plaintiffs pursuant to NYGBL § 349;
- (g) awarding actual damages to plaintiffs pursuant to NYGBL § 349 in an amount to be determined at time of trial;
- (h) in the alternative, awarding statutory damages to plaintiffs pursuant to NYGBL § 349 in an amount to be determined at time of trial;
- (i) awarding reasonable attorneys' fees, costs and disbursements pursuant to NYGBL § 349; and
- (j) for such other and further relief as may be just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs request trial by jury on all issues so triable.

Dated: New York, New York
November 30, 2016.

/s/ Novlette R. Kidd

NOVLETTE R. KIDD, ESQ. (NK 9339)

FAGENSON & PUGLISI, PLLC.

Attorneys for Plaintiffs

450 Seventh Avenue, Suite 704

New York, New York 10123

Telephone: (212) 268-2128

Nkidd@fagensonpuglisi.com

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

YISSEL WELCH and JEFFREY DELMORAL, on behalf of themselves individually and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) FAGENSON & PUGLISI, PLLC., 450 Seventh Avenue, Suite 704, New York, New York 10123. Tel.: (212) 268-2128.

DEFENDANTS

INGRAM & ASSOCIATES, 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: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

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

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

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (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 et seq.

Brief description of cause: Violations of federal Fair Debt Collection Practices Act, deception

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 11/30/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Novlette R. Kidd

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

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, Novlette R. Kidd, counsel for plaintiffs, 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:

N/A - Plaintiffs are natural persons.

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

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

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

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

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/ Novlette R. Kidd

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

YISSEL WELCH and JEFFREY DELMORAL, on behalf of themselves individually and all others similarly situated,

Plaintiff(s)

v.

INGRAM & ASSOCIATES, INC.,

Defendant(s)

Civil Action No. 16-CV-06642

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) INGRAM & ASSOCIATES, INC. C/O New York State - Secretary of State 99 Washington Avenue Albany, New York

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: FAGENSON & PUGLISI, PLLC. 450 Seventh Avenue, Suite 704 New York, New York 10123

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.

DOUGLAS C. PALMER CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 16-CV-06642

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ingram & Associates Facing Another FDCPA Class Action Case](#)
