

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

MANNY YOSIPOV, on behalf of himself
and all others similarly situated,

Plaintiffs,

-against-

ALLTRAN FINANCIAL, LP

Defendant.

CIVIL ACTION

**CLASS ACTION COMPLAINT
AND
DEMAND FOR JURY TRIAL**

Plaintiff MANNY YOSIPOV (hereinafter, “Plaintiff”), a New York resident, brings this class action complaint by and through his attorneys, Cohen & Mizrahi LLP, against Defendant ALLTRAN FINANCIAL, LP (hereinafter “Defendant”), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted the FDCPA in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. § 1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws . . . [we]re inadequate to protect consumers,” and that “the effective collection of debts” does not require “misrepresentation or other abusive debt collection practices.” 15 U.S.C. §§ 1692(b) & (c).
2. Congress explained that the purpose of the Act was not only to eliminate abusive debt

collection practices, but also to “insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.” *Id.* § 1692(e). After determining that the existing consumer protection laws were inadequate, *id.* § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action under 28 U.S.C. § 1331, 15 U.S.C. § 1692 *et seq.* and 28 U.S.C. § 2201. If applicable, the Court also has pendent jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of New York consumers seeking redress for Defendant’s actions of using an unfair and unconscionable means to collect a debt.
6. Defendant's actions violated § 1692 *et seq.* of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act (“FDCPA”) which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.
7. Plaintiff is seeking damages, and declaratory and injunctive relief.

PARTIES

8. Plaintiff is a natural person and a resident of the State of New York, and is a “consumer” as defined by 15 U.S.C. §1692(a)(3).
9. Defendant is a debt collector with an office maintained in Houston, Texas.
10. Defendant is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

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

CLASS ALLEGATIONS

12. Plaintiff brings claims, pursuant to the Federal Rules of Civil Procedure (hereinafter “FRCP”) Rule 23, individually and on behalf of the following consumer class (the “Class”):

- Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of New York from whom Defendant attempted to collect a consumer debt using the same unlawful form letter herein, from one year before the date of this Complaint to the present.
- The Class period begins one year to the filing of this Action.

13. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who have received debt collection letters and/or notices from Defendant that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter and/or notice that is sent to hundreds of persons (*See Exhibit A*, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff’s privacy);
- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:
 - a. Whether Defendant violated various provisions of the FDCPA;

- b. Whether Plaintiff and the Class have been injured by Defendant's conduct;
- c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
- d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.

- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
- Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
- Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
- A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.
- A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class

members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendant's conduct is allowed to proceed without remedy they will continue to reap and retain the proceeds of their ill-gotten gains.

- Defendant has acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

ALLEGATIONS PARTICULAR TO MANNY YOSIPOV

14. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered "1" through "13" herein with the same force and effect as if the same were set forth at length herein.
15. Defendant collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and Internet.
16. Upon information and belief, within the last year Defendant commenced efforts to collect an alleged consumer "debt" as defined by 15 U.S.C. 1692a(5), when it mailed a Collection Letter to Plaintiff seeking to collect on an unpaid account allegedly owed to TOYOTA MOTOR CREDIT CORPORATION.
17. On or around February 13, 2018, Defendant sent Plaintiff a collection letter (hereinafter, the "Letter"). *See Exhibit A.*
18. The Letter was sent or caused to be sent by persons employed by Defendant as a "debt collector" as defined by 15 U.S.C. §1692a(6).
19. The Letter is a "communication" as defined by 15 U.S.C. §1692a(2).
20. The Letter was an initial communication between Plaintiff and Defendant.

21. The letter alleges that the “Current Amount Due” is \$1,271.38.
22. As a result of the following Counts Defendant violated the FDCPA.

First Count
15 U.S.C. §1692e et seq.
False or Misleading Representations as to Status of Debt

23. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered “1” through “22” herein with the same force and effect as if the same were set forth at length herein.
24. Pursuant to 15 U.S.C. §1692e, a debt collector is prohibited from using false, deceptive, or misleading representation in connection with the collection of a debt.
25. While § 1692e specifically prohibits certain practices, the list is non-exhaustive, and does not preclude a claim of falsity or deception based on non-enumerated practice.
26. Collection notices are deceptive if they can be reasonably read to have two or more different meanings, one of which is inaccurate.
27. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”
28. By stating a “Current Amount Due” without further clarification, “Defendant did not meet the minimum standard set out by *Avila*, because the letter does not state when, if ever, the amount owed by the Plaintiff would increase.”¹
29. Plaintiff’s account was not subject to the accrual of fees, but by stating a “Current Balance,” Defendant falsely suggested that immediate payment of the balance would benefit Plaintiff

¹ *Thomas v. Midland Credit Management, Inc.*, 2:17-cv-00523 (ADS)(ARL), 2017 WL 5714722, at *4 (E.D.N.Y. Nov. 27, 2017) (“Here, the Defendant argues that *Avila* is inapplicable because the letter is clear that interest is not accruing. The Court disagrees...while the letter states that interest and fees are zero at the time the letter was sent, it does not state whether interest would accrue at a later date. **This is further clouded by the fact that the letter classifies the amount owed as the “current balance,” implying that interest may accrue.**”) (Emphasis added)

by implying that the Balance would be subject to change, and could be subject to additional interest.

30. In the alternative, Plaintiff's account was accruing contractual fees, but Defendant's communication failed to adequately disclose same in light of *Avila*.
31. The Letter can reasonably be read by the least sophisticated consumer to have two or more meanings concerning the actual balance due, one of which must be inaccurate, in violation of 15 U.S.C. § 1692e.
32. Defendant's conduct constitutes a false, deceptive and misleading means and representation in connection with the collection of the debt, in violation of 15 U.S.C. § 1692e.
33. Defendant's debt collection efforts attempted and/or directed towards Plaintiff violated various provisions of the FDCPA, including but not limited to § 1692(e).
34. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

Second Count

15 U.S.C. §1692g, 15 U.S.C. § 1692e *et seq.*

Failure to Adequately and Honestly Convey the Amount of the Debt

35. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered "1" through "34" herein with the same force and effect as if the same were set forth at length herein.
36. 15 U.S.C. § 1692g provides that within five (5) days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall send the consumer a written notice containing certain enumerated information.

37. One such requirement is that the debt collector provide the “amount of the debt.” 15 U.S.C. § 1692g(a)(1).
38. To comply with Section 1692g(a)(1), the written notice must convey the amount of the debt clearly and accurately from the perspective of the least sophisticated consumer.
39. To comply with Section 1692g(a)(1), the written notice must allow the least sophisticated consumer to determine the amount he actually owes as of the date of the notice.
40. To comply with Section 1692g(a)(1), the written notice must allow the least sophisticated consumer to determine what he will need to pay to resolve the debt at any given moment in the future.
41. To comply with Section 1692g(a)(1), the written notice must contain an explanation, understandable by the least sophisticated consumer, of any fees, interest or other charges that may cause the balance to increase at any time in the future.
42. Where a debt collector includes estimated or unspecified, unaccrued charges as part of the debt balance, Section 1692g(a)(1) requires that the written notice provide (1) information allowing the least sophisticated consumer to determine the minimum amount he owes at the time of the notice, (2) what he will need to pay to resolve the debt at any given moment in the future, and (3) an explanation of any fees and interest that will cause the balance to increase. *Carlin v. Davidson Fink LLP* 852 F.3d 207, 216 (2d Cir. 2017).
43. The failure to include the foregoing information renders an otherwise accurate statement of the “amount of the debt” violative of Section 1692g(a)(1). *Id.*
44. The caption at the top of the Letter provides two “post charge-off” categories of potentially accruing fees: (1) “interest”; and (2) unspecified “non-interest charges or fees.” Exhibit A.
45. The body of Letter further states that “your account balance *may* consist or one or more of

the following charges; unpaid lease charges, mileage and/or wear and use over and above that allowed by your lease agreement.” Exhibit A (Emphasis added).

46. These additional unspecified fees are not explained further, nor does the letter state whether or what charges are actually included in the balance.
47. The letter is vague and misleading as to the nature of the charges, whether or not they are actually accruing, or whether they are estimated, or actual charges being computed into the “Current Amount Due.”
48. Thus, the Letter violates Section 1692g(a)(1) by suggesting that estimated or unaccrued charges may or may not be part of the “Current Amount Due,” while failing to provide any (1) information allowing the least sophisticated consumer to determine the minimum amount he owes at the time of the notice, (2) what he will need to pay to resolve the debt at any given moment in the future, and (3) an explanation of any fees and interest that will cause the balance to increase. *Carlin*, 852 F.3d 207, 216.
49. 15 U.S.C. § 1692e *et seq.* prohibits a debt collector from making false, deceptive or misleading statements regarding the amount of the debt.
50. The Letter violates Section 1692e *et seq.* in that it can reasonably be read by the least sophisticated consumer to have two or more meanings concerning the actual balance due, one of which must be inaccurate.
51. The Letter violates Section 1692e in that it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.
52. That is, the Letter provides a list of categories of charges since “charge-off,” all of which are given as zero.
53. Yet, the Letter states that the balance “as of charge-off” was “\$1,167.75”, but also states the

“Current Amount Due” as of the date of the Letter is “\$1,271.38.”

54. No explanation is provided as to how the balance has increased, when all categories of post “charge-off” charges are listed as “0.00.”
55. The Amount Due cannot simultaneously be both “\$1,167.75” and “\$1,271.38.” Therefore, one of these amounts must be false, in violation of Sections 1692e *et seq.* and 1692g(a)(1).
56. Alternatively, the letter violates Section 1692e by falsely stating that no fees have accrued since charge-off, when in fact they have, causing the balance to increase.
57. The Letter failed to inform Plaintiff whether the amount listed is the actual amount of the debt due.
58. The Letter failed to inform Plaintiff whether the amount listed includes “interest,” unspecified “non-interest charges or fees,” “unpaid lease charges,” “mileage and/or wear and use,” or any other unspecified charges.
59. The Letter failed to inform Plaintiff whether interest, unspecified non-interest charges or fees, unpaid lease charges, mileage and/or wear and use, or any other unspecified charges, have accrued, are still accruing, or whether they are estimated future charges being included in the current balance.
60. The Letter failed to inform Plaintiff whether the amount listed already includes “interest”
61. The Letter failed to inform Plaintiff whether the amount listed already includes “non-interest charges or fees”
62. The Letter failed to inform Plaintiff whether the amount listed already includes “unpaid lease charges”
63. The Letter failed to inform Plaintiff whether the amount listed already includes “mileage and/or wear and use.”

64. The Letter failed to inform Plaintiff whether the amount listed already includes any other unspecified charges, nor what is the basis for such charges, if any
65. The Letter failed to explain how the Amount Owed has increased from \$1,167.75 to \$1,271.38 since charge-off, when it lists as "\$0.00" all categories of fees enumerated in the caption at the top of the Letter.
66. The Letter failed to advise Plaintiff what portion of the amount listed is principal.
67. The Letter failed to inform Plaintiff whether the amount listed will increase.
68. The Letter failed to inform Plaintiff if there is "interest," what the amount of the interest will be.
69. The Letter failed to inform Plaintiff if there is "interest," when such interest will be applied.
70. The Letter failed to inform Plaintiff if there is "interest," what the interest rate is.
71. The Letter failed to inform Plaintiff what "non-interest charges or fees" might apply.
72. The Letter failed to inform Plaintiff if "non-interest charges or fees" exist, whether such "non-interest charges or fees" will be applied.
73. The Letter failed to inform Plaintiff if "non-interest charges or fees" are applied, what the amounts of those "non-interest charges or fees" will be.
74. The Letter failed to inform Plaintiff of the nature of the "non-interest charges or fees."
75. The Letter failed to inform Plaintiff what "unpaid lease charges" might apply.
76. The Letter failed to inform Plaintiff if "unpaid lease charges" exist, whether such "unpaid lease charges" will be applied.
77. The Letter failed to inform Plaintiff if "unpaid lease charges" are applied, what the amounts of those "unpaid lease charges" will be.
78. The Letter failed to inform Plaintiff of the nature of the "unpaid lease charges."

79. The Letter failed to inform Plaintiff what “mileage and/or wear and use” might apply.
80. The Letter failed to inform Plaintiff if “mileage and/or wear and use” exist, whether such “mileage and/or wear and use” will be applied.
81. The Letter failed to inform Plaintiff if “mileage and/or wear and use” are applied, what the amounts of those “mileage and/or wear and use” will be.
82. The Letter failed to inform Plaintiff of the nature of the “mileage and/or wear and use.”
83. The Letter failed to inform Plaintiff if there is “interest,” the amount by which the current amount owed will increase per day, per week, per month, or per any measurable period.
84. The Letter failed to inform Plaintiff if there is “non-interest charges or fees,” the amount by which the current amount owed will increase per day, per week, per month, or per any measurable period.
85. The Letter failed to inform Plaintiff if there is “unpaid lease charges,” the amount by which the current amount owed will increase per day, per week, per month, or per any measurable period.
86. The Letter failed to inform Plaintiff if there is “mileage and/or wear and use,” the amount by which the current amount owed will increase per day, per week, per month, or per any measurable period.
87. The Letter, because of the aforementioned failures, would render the least sophisticated consumer unable to determine the amount of his or her debt.
88. The least sophisticated consumer could reasonably believe that the debt could be satisfied by remitting the listed amount as of the date of the letter, at any time after receipt of the letter.
89. The least sophisticated consumer could reasonably believe that the amount listed was accurate only on the date of the Letter.

90. If interest is continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the applicable interest rate.
91. If interest is continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate what the amount of the interest will be.
92. If interest is continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate when such interest will be applied.
93. If interest is continuing to accrue, the Least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the amount of money the amount listed will increase during any measurable period.
94. If “non-interest charges or fees” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the letter fails to indicate the nature or amount of the “non-interest charges or fees,” in violation of *Carlin* and Section 1692g(a)(1).
95. If “non-interest charges or fees” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the applicable rate of “non-interest charges or fees.”
96. If “non-interest charges or fees” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate what the amount of the “non-interest charges or fees” will be.
97. If “non-interest charges or fees” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate when such “non-interest charges or fees” will be applied.
98. If “non-interest charges or fees” are continuing to accrue, the Least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the amount of

money the amount listed will increase during any measurable period.

99. If “unpaid lease charges” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the letter fails to indicate the nature or amount of the “unpaid lease charges,” in violation of *Carlin* and Section 1692g(a)(1).
100. If “unpaid lease charges” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the applicable rate of “unpaid lease charges.”
101. If “unpaid lease charges” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate what the amount of the “unpaid lease charges” will be.
102. If “unpaid lease charges” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate when such “unpaid lease charges” will be applied.
103. If “unpaid lease charges” are continuing to accrue, the Least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the amount of money the amount listed will increase during any measurable period.
104. If “mileage and/or wear and use” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the letter fails to indicate the nature or amount of the “mileage and/or wear and use,” in violation of *Carlin* and Section 1692g(a)(1).
105. If “mileage and/or wear and use” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the applicable rate of “mileage and/or wear and use.”

106. If “mileage and/or wear and use” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate what the amount of the “mileage and/or wear and use” will be.
107. If “mileage and/or wear and use” are continuing to accrue, the least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate when such “mileage and/or wear and use” will be applied.
108. If “mileage and/or wear and use” are continuing to accrue, the Least sophisticated consumer would not know the amount of the debt because the Letter fails to indicate the amount of money the amount listed will increase during any measurable period.
109. The Defendant’s failures are purposeful.
110. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer whether the amount listed will increase.
111. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what "interest" might apply.
112. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what "interest" will be applied.
113. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what “non-interest charges or fees” might apply.
114. In order to induce payments from consumers that would not otherwise be made if the

consumer knew the true amount due, Defendant does not inform the consumer what “non-interest charges or fees” will be applied.

115. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what “unpaid lease charges” might apply.

116. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what “unpaid lease charges” will be applied.

117. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what “mileage and/or wear and use” might apply.

118. In order to induce payments from consumers that would not otherwise be made if the consumer knew the true amount due, Defendant does not inform the consumer what “mileage and/or wear and use” will be applied.

119. Defendant falsely and misleadingly failed to disclose that the Amount Owed may increase due to interest or other charges, in violation of 15 U.S.C. § 1692e under *Avila*.

120. Defendant failed to clearly and unambiguously state the amount of the debt, in violation of 15 U.S.C. § 1692g(a)(1).

121. Defendant made a false, deceptive and/or misleading statement regarding the amount of the debt in violation of 15 U.S.C. § 1692e.

122. The Letter would likely make the least sophisticated consumer uncertain as to the amount of the debt, in violation of 15 U.S.C. §§ 1692e and 1692g(a)(1).

123. The Letter would likely confuse the least sophisticated consumer as to the amount of the

debt, in violation of 15 U.S.C. §§ 1692e and 1692g(a)(1).

124. Defendant's conduct constitutes a false, deceptive, and/or misleading means and representation in connection with the collection of a debt, in violation of 15 U.S.C. § 1692e.

125. The Letter can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, concerning the actual balance due, in violation of 15 U.S.C. § 1692e.

126. Defendant's conduct violated 15 U.S.C. §§ 1692e and 1692g(a)(1).

127. Plaintiff suffered injury in fact by being subjected to unfair and abusive debt collection practices of Defendant.

128. Plaintiff suffered actual harm by being the target of Defendant's misleading and unlawful debt collection communications.

129. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.

130. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.

131. Defendant used materially false, deceptive, and/or misleading representations and means in its attempts to collect the alleged debt from Plaintiff.

132. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to Defendant's collection efforts.

133. 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.

134. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently.

135. The Defendant's false, misleading, and/or deceptive representations misled the Plaintiff in a manner that deprived him of his right to enjoy these benefits, and these materially misleading statements trigger liability under Sections 1692e and 1692g of the Act.
136. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
137. 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.
138. Plaintiff and putative class members are entitled to preliminary and permanent injunctive relief, including declaratory relief, and damages.
139. By reason of the foregoing, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Sections 1692g and 1692e of the FDCPA, actual damages, statutory damages, costs, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and Cohen & Mizrahi LLP, and Daniel M. Luisi, Esq., as Class Counsel;
- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff and the Class actual damages;
- (d) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
- (e) Awarding pre-judgment interest and post-judgment interest; and
- (f) Awarding Plaintiff and the Class such other and further relief as this Court

may deem just and proper.

Respectfully submitted,

By: /s/ Daniel C. Cohen
Daniel C. Cohen, Esq.
Cohen & Mizrahi LLP
300 Cadman Plaza West, 12th Floor
Brooklyn, New York 11201
Phone: (929) 575-4175
Fax: (929) 575-4195
Email: dan@cml.legal.com
Attorneys for Plaintiff

/s/ Daniel M. Luisi
Daniel M. Luisi, Esq.
Law Firm of Daniel M. Luisi
147 Prince Street, 3rd Floor
Brooklyn, New York 11201
Phone: (646) 923-0453
Fax: (347) 620-9391
Email: luisiatlaw@gmail.com
Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

/s/ Daniel C. Cohen
Daniel C. Cohen, Esq.

Dated: Brooklyn, New York
March 07, 2018

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

MANNY YOSIPOV, on behalf of himself and all others similarly situated

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

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

COHEN & MIZRAHI LLP, 300 Cadman Plz W, 12 Fl., Brooklyn, NY 11201, (929) 575-4175

DEFENDANTS

ALLTRAN FINANCIAL, LP

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

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

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 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 checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - 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 USC 1692

Brief description of cause:
Defendant violated the FDCPA

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 3/6/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ DANIEL COHEN

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, DANIEL COHEN, 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 Question of law rather than question of fact predominates

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

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

NONE

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

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

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

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? 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: Queens 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/ DANIEL COHEN

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York [dropdown arrow]

MANNY YOSIPOV, on behalf of himself and all others similarly situated

Plaintiff

v.

ALLTRAN FINANCIAL, LP

Defendant

)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALLTRAN FINANCIAL, LP
C/O CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK 10011

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:

COHEN & MIZRAHI LLP,
300 CADMAN PLAZA WEST
12TH FLOOR
BROOKLYN, NY 11201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____; or

Other *(specify):* _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Alltran Financial, LP

PO BOX 4043
CONCORD CA 94524-4043



February 13, 2018

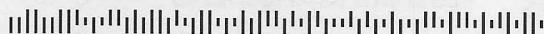
ADDRESS SERVICE REQUESTED

Creditor: TOYOTA MOTOR CREDIT CORPORATION	
Account: 80002820290210001	
Alltran ID: 39896013	
Amount Due as of charge-off:	\$1,167.75
Interest since charge-off:	+ \$0.00
Non-interest charges or fees:	± \$0.00
Payments since charge-off:	- \$0.00
Current Amount Due:	\$1,271.38



Manny B. Yosipov
14142 72ND DR
FLUSHING NY 11367-2313

Alltran Financial, LP
PO BOX 722929
HOUSTON TX 77272-2929



Please detach at perforation and return with your payment.

Your Account has been Referred to this Office

Please be advised that Toyota Financial Services has asked our office to work with you to resolve the above referenced account. According to Toyota Financial Services records, your leased vehicle was returned and your account balance may consist of one or more of the following charges; unpaid lease charges, mileage and/or wear and use over and above that allowed by your lease agreement. If you are unable to remit the balance of your account, we kindly ask that you contact our office so we can assist you in the repayment of your account. The preceding information does not affect your rights set forth below.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days from receiving this notice, this office will provide you the name and address of the original creditor, if different from the current creditor.

If you need assistance or want to make payment arrangements, please call us. You can call our office at 866-516-1861, extension 9060, so we can assist you.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Looking for a secure and more convenient way to pay your account? Make payments with your Debit Card using your mobile phone or other electronic device at www.alltranfinancialpay.com to take advantage of this simple and free service available 24 hours a day.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,

TERRIKA COLE
866-516-1861, ext 9060
Alltran Financial, LP

If you write to us and ask us to stop communicating with you about this debt, we will, but if you owe this debt, you will still owe it and the debt may still be collected from you. If you have a complaint about the way we are collecting this debt, you may write to our Contact Center, 5800 North Course Drive, Houston, TX

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Alltran Financial Misrepresented Status of Consumer's Debt](#)
