

BARSHAY SANDERS, PLLC
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
Email: *ConsumerRights@BarshaySanders.com*
Attorneys for Plaintiffs
Our File No.: 113658

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

Deborah Sacknievich, Nirvana Singh and Charde Lockett, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

RUI Credit Services, Inc.,

Defendant.

Docket No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

Deborah Sacknievich, Nirvana Singh and Charde Lockett, individually and on behalf of all others similarly situated (hereinafter referred to collectively as “*Plaintiffs*”), by and through the undersigned counsel, complain, state and allege against RUI Credit Services, Inc. (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.

PARTIES

5. Plaintiff Deborah Sacknievich is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

6. Plaintiff Nirvana Singh is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

7. Plaintiff Charde Lockett is an individual who is a citizen of the State of New York residing in Suffolk County, New York.

8. Plaintiffs are “consumers” as defined by 15 U.S.C. § 1692a(3).

9. On information and belief, Defendant RUI Credit Services, Inc., is a New York Corporation with a principal place of business in Suffolk County, New York.

10. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

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

12. Defendant alleges each of the Plaintiffs owe a debt (“the Debts”).

13. The Debts were primarily for personal, family or household purposes and are therefore “debts” as defined by 15 U.S.C. § 1692a(5).

14. Sometime after the incurrence of the Debts, Plaintiffs fell behind on payments owed.

15. Thereafter, at an exact time known only to Defendant, the Debts were assigned or otherwise transferred to Defendant for collection.

16. In its efforts to collect the debt alleged owed by Plaintiff Sacknievich, Defendant contacted Plaintiff Sacknievich by letter (“the Sacknievich Letter”) dated April 24, 2017. (“**Exhibit 1.**”)

17. In its efforts to collect the debt alleged owed by Plaintiff Singh, Defendant contacted Plaintiff Singh by letter (“the Singh Letter”) dated November 16, 2016. (“**Exhibit 1.**”)

18. In its efforts to collect the debt alleged owed by Plaintiff Lockett, Defendant contacted Plaintiff Lockett by letter (“the Lockett Letter”) dated April 12, 2017. (“**Exhibit 1.**”)

19. The Letters are “communications” as defined by 15 U.S.C. § 1692a(2).

20. 15 U.S.C. § 1692g provides that within five days after the initial communication

with a consumer in connection with the collection of any debt, a debt collector shall, unless the information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing certain enumerated information.

21. The written notice must contain, *inter alia*, a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

22. The written notice must contain, *inter alia*, a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

23. A debt collector has the obligation, not just to convey the required information, but also to convey such clearly.

24. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed or contradicted by other language in the communication.

25. Even if a debt collector conveys the required information accurately, the debt collector nonetheless violates the FDCPA if that information is overshadowed by other collection activities during the 30-day validation period following the communication.

26. A collection activity or communication overshadows or contradicts the validation notice if it would make the “least sophisticated consumer” uncertain or confused as to her rights.

27. The subject Letters each state, “[p]reviously we sent you a letter advising you that we are a debt collection company and . . . [that] [y]our payment for your past due balance has not yet been received.”

28. Despite the above-described statement concerning a “previous letter,” each of the subject letters nevertheless contains the 15 U.S.C. § 1692g disclosures.

29. The subject Letters each provide that Plaintiff has 30 days from receipt of the Letter to exercise his or her validation rights.

30. If Defendant did actually send each Plaintiff a “previous letter,” as each of the subject Letters so states, then the least sophisticated consumer would likely be confused as to whether she has 30 days from receipt of each of the subject Letters to exercise her validation

rights, or whether the 30-day period to exercise her validation rights has already begun to accrue in connection with the “previous letter.”

31. If Defendant did actually send each Plaintiff a “previous letter,” as each of the subject Letters so states, then the least sophisticated consumer would likely be uncertain as to whether she has 30 days from receipt of each of the subject Letters to exercise her validation rights, or whether the 30-day period to exercise her validation rights has already begun to accrue in connection with the “previous letter.”

32. Defendant’s conduct, as described, would likely make the least sophisticated consumer confused as to her rights.

33. Defendant’s conduct, as described, would likely make the least sophisticated consumer uncertain as to her rights.

34. 15 U.S.C. § 1692e prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

35. While § 1692e specifically prohibits certain practices, the list is non-exhaustive, and does not preclude a claim of falsity or deception based on any non-enumerated practice.

36. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

37. The question of whether a collection letter is deceptive is determined from the perspective of the “least sophisticated consumer.”

38. A collection letter is deceptive under 15 U.S.C. § 1692e if it can reasonably be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate.

39. A collection letter is also deceptive under 15 U.S.C. § 1692e if it is reasonably susceptible to an inaccurate reading by the least sophisticated consumer.

40. Even if a debt collector conveys the required information, the debt collector nonetheless violates the FDCPA if it conveys that information in a confusing or contradictory fashion as to cloud the required message with uncertainty.

41. As previously alleged, each of the subject Letters states, “[p]reviously we sent you a letter advising you that we are a debt collection company and . . . [that] [y]our payment for your past due balance has not been received.”

42. If Defendant did not actually send each Plaintiff a “previously letter,” then its

representations that it previously sent each Plaintiff a letter in connection with the subject debts is false.

43. If Defendant did not actually send each Plaintiff a “previously letter,” then its representations that it previously sent each Plaintiff a letter in connection with the subject debts would confuse the least sophisticated consumer as how much time, if any, she has in which to exercise her validation rights under § 1692g.

44. The time period in which a consumer may exercise her validation rights under § 1692g is a material piece of information.

45. The Letters can reasonably be read by the least sophisticated consumer to mean she has 30 days from receipt of each Letter in which to exercise her validation rights.

46. The Letters can reasonably be read by the least sophisticated consumer to mean she has less than 30 days from receipt of each Letter in which to exercise her validation rights.

47. The Letters can reasonably be read by the least sophisticated consumer to mean that at the time of receipt each Letter, the period in which to exercise her validation rights has already expired.

48. Because the Letters can be read by the least sophisticated consumer to have two or more meanings, one of which is inaccurate, as described above, they are deceptive within the meaning of 15 U.S.C. § 1692e.

49. Because the Letters are susceptible to an inaccurate reading by the least sophisticated consumer, as described, they are deceptive within the meaning of 15 U.S.C. § 1692e.

50. The least sophisticated consumer would likely be deceived by the Letters.

51. The least sophisticated consumer would likely be deceived in a material way by the Letters.

52. Defendant violated §§ 1692e and 1692e(10) by using a false, deceptive, and misleading representation in its attempt to collect a debt.

CLASS ALLEGATIONS

53. Plaintiffs bring 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 in a confusing, misleading, and deceptive manner as described herein, from one year before the date of this Complaint to the present.

54. This action seeks a finding that Defendant's conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

55. Defendant regularly engages in debt collection.

56. The Class consists of more than 35 persons from whom Defendant attempted to collect delinquent consumer debts in a confusing, misleading, and deceptive manner as described herein.

57. Plaintiffs' claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

58. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendant has acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

59. Plaintiffs will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiffs have retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

60. Plaintiffs hereby demand a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Certify this action as a class action; and

- b. Appoint Plaintiffs as Class Representatives of the Class, and Plaintiffs' attorneys as Class Counsel; and
- c. Find that Defendant's actions violate the FDCPA; and
- d. Grant damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- e. Grant Plaintiffs' attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiffs' costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: November 16, 2017

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders
Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiffs
Our File No.: 113658

BARSHAY | SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NEW YORK 11530

PO Box 1349
Melville NY 11747-0422



RETURN SERVICE REQUESTED



April 24 2017

Regarding:

Client Name: PSEG LI
Client Account#: [REDACTED] 7502
Account Balance: \$408.49
RUI Account#: [REDACTED] 448J
PIN#: [REDACTED] 7221

2422-1615 1615



DEBORAH SACKNIEVICH
7 CHRISTOPHER DR
CTR MORICHES NY 11934-3004

Past Due Balance

Previously we sent you a letter advising you that we are a debt collection company and PSEG LI has asked us to assist with collection of their accounts receivable. Your payment for your past due balance has not been received.

Please remit payment in the amount of \$408.49 using the payment coupon below. You may also pay online at www.ruicreditservices.com by credit card or by phone at 1-800-507-4275.

If you wish to discuss your account you may call us at 1-800-507-4275 or contact us in writing at the address noted above.

If you have already made payment please disregard this letter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, 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 after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector. Calls to or from our office may be monitored or recorded for quality assurance.

Please see reverse for important information.

RUI Credit Services • PO Box 1349 • Melville NY 11747-0422
Phone: 1-800-507-4275 • 1-800-507-4271 • (516) 222-1200 • Fax (516)222-1144

Detach and Return With Payment

Regarding:

Client Name: PSEG LI
Client Account#: [REDACTED] 7502
Account Balance: \$408.49 ✓
RUI Account#: [REDACTED] 448J

DEBORAH SACKNIEVICH
7 CHRISTOPHER DR
CTR MORICHES NY 11934-3004

RUI CREDIT SERVICES

PO Box 1349
Melville NY 11747-0422



NEW YORK: New York City Department of Consumer Affairs License number 1088342. We are required by regulations issued by the New York State Department of Financial Services ("NYSDFS") to notify you of the following information. This information is NOT legal advice.

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: a) the use or threat of violence, b) the use of obscene or profane language, c) repeated phone calls made with the intent to annoy, abuse, or harass, d) the use of unfair or unconscionable means to collect or attempt to collect any debt, and e) the use of any false, deceptive or misleading representations or means to collect or attempt to collect any debt.

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.

PO Box 1349
Melville NY 11747-0422
RETURN SERVICE REQUESTED



November 16 2016

Regarding:
Client Name: PSEG LI
Client Account#: [REDACTED] 3220
Account Balance: \$866.96
RUI Account#: XUS692
PIN#: [REDACTED] 2794

2422-1203 1203



NIRVANA SINGH
72 CHERRY RD
ROCKY POINT NY 11778-9368

Past Due Balance

Previously we sent you a letter advising you that we are a debt collection company and PSEG LI has asked us to assist with collection of their accounts receivable. Your payment for your past due balance has not been received.

Please remit payment in the amount of \$866.96 using the payment coupon below. You may also pay online at www.ruicreditservices.com by credit card or by phone at 1-800-507-4275.

If you wish to discuss your account you may call us at 1-800-507-4275 or contact us in writing at the address noted above.

If you have already made payment please disregard this letter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, 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 after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector. Calls to or from our office may be monitored or recorded for quality assurance.

Please see reverse for important information.

RUI Credit Services • PO Box 1349 • Melville NY 11747-0422
Phone: 1-800-507-4275 • 1-800-507-4271 • (516) 222-1200 • Fax (516)222-1144

Detach and Return With Payment

Regarding:

Client Name: PSEG LI
Client Account#: [REDACTED] 3220
Account Balance: \$866.96
RUI Account#: XUS692

NIRVANA SINGH
72 CHERRY RD
ROCKY POINT NY 11778-9368

RUI CREDIT SERVICES

PO Box 1349
Melville NY 11747-0422



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PO Box 1349
Melville NY 11747-0422
RETURN SERVICE REQUESTED



April 12 2017

Regarding:
Client Name: CONSOLIDATED EDISON
COMPANY
Client Account#: [REDACTED] 8802
Account Balance: \$730.66
RUI Account#: 54437I
PIN#: [REDACTED] 6840

2422-2280 2280



003489

CHARDE LOCKETT
PO BOX 818
LINDENHURST NY 11757-0818

Past Due Balance

Previously we sent you a letter advising you that we are a debt collection company and CONSOLIDATED EDISON COMPANY has asked us to assist with collection of their accounts receivable. Your payment for your past due balance has not been received.

Please remit payment in the amount of \$730.66 using the payment coupon below. You may also pay online at www.ruicreditservices.com by credit card or by phone at 1-800-507-4275.

If you wish to discuss your account you may call us at 1-800-507-4275 or contact us in writing at the address noted above.

If you have already made payment please disregard this letter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, 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 after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector. Calls to or from our office may be monitored or recorded for quality assurance.

Please see reverse for important information.

RUI Credit Services • PO Box 1349 • Melville NY 11747-0422
Phone: 1-800-507-4275 • 1-800-507-4271 • (516) 222-1200 • Fax (516)222-1144

Detach and Return With Payment

Regarding:

Client Name: CONSOLIDATED EDISON
COMPANY
Client Account#: [REDACTED] 8802
Account Balance: \$730.66
RUI Account#: [REDACTED] 437I

CHARDE LOCKETT
PO BOX 818
LINDENHURST NY 11757-0818

RUI CREDIT SERVICES
PO Box 1349
Melville NY 11747-0422

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: DEBORAH SACKNIEVICH
DEFENDANTS: RUI CREDIT SERVICES, INC.
(b) County of Residence of First Listed Plaintiff: SUFFOLK
(c) Attorneys: BARSHAY SANDERS, PLLC

II. BASIS OF JURISDICTION: U.S. Government Plaintiff
III. CITIZENSHIP OF PRINCIPAL PARTIES: Citizen of This State

IV. NATURE OF SUIT: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

V. ORIGIN: 1 Original Proceeding

VI. CAUSE OF ACTION: 15 USC §1692 Fair Debt Collection Practices Act Violation

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

VIII. RELATED CASE(S) IF ANY: (See Instructions) JUDGE DOCKET NUMBER

DATE: November 17, 2017 SIGNATURE OF ATTORNEY OF RECORD: /s Craig B. Sanders

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFF 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, Craig B. Sanders, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

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

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

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

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

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

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

1. Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: 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 Craig B. Sanders

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

UNITED STATES DISTRICT COURT
for the
EASTERN DISTRICT OF NEW YORK

Deborah Sacknievich, Nirvana Singh and Charde)	
Lockett, individually and on behalf of all others)	
similarly situated)	
_____)	
<i>Plaintiff(s)</i>)	Civil Action No.
)	
v.)	
)	
<u>RUI Credit Services, Inc.</u>)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
RUI Credit Services, Inc.
1305 WALT WHITMAN ROAD
MELVILLE, NEW YORK, 11747

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:

BARSHAY SANDERS PLLC
100 GARDEN CITY PLAZA, SUITE 500
GARDEN CITY, NY 11530

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: RUI Credit Services Miscommunicated Consumers' Right to Dispute Debts](#)
