

JUDGE SWAIN

13 CIV 8769

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KEN AKOUNDI on behalf of himself, and all
others similarly situated,

Plaintiff,

-against-

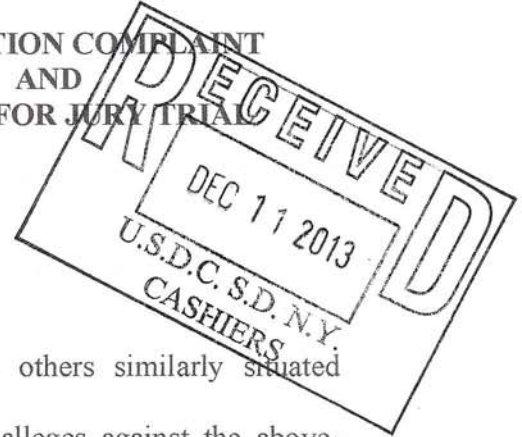
ANGELL & BLITZER, ESQS., and JOHN
DOES 1-25,

Defendants.

Civil Case Number: _____

CIVIL ACTION

CLASS ACTION COMPLAINT
AND
DEMAND FOR JURY TRIAL



Plaintiff, KEN AKOUNDI on behalf of himself and all others similarly situated (hereinafter "Plaintiff") by and through his undersigned attorney, alleges against the above-named Defendants, ANGELL & BLITZER, ESQS (hereinafter "ANGELL"); and John Does 1-25, collectively ("Defendants") their employees, agents, and successors the following:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory and injunctive relief arising from the Defendants' violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because the acts and transactions that give rise to this action occurred, in substantial part, in this district.

DEFINITIONS

4. As used in reference to the FDCPA, the terms “creditor,” “communication” “consumer,” “debt,” and “debt collector” are defined in §803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

6. Plaintiff is a natural person and a resident of the State of New York, County of New York, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. ANGELL is a domestic law firm with its principal place of business located at 36 West 44th Street, Suite #1412, New York, New York 10036.

8. Upon information and belief, Defendant ANGELL 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.

9. Defendant ANGELL is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6).

10. John Does 1-25, are fictitious names of individuals and businesses alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of himself and all consumers and their successors in interest (the “Class”), who have received debt collection letters and/or notices from the Defendant which are in violation of the FDCPA, as described in this Complaint.

12. This Action is properly maintained as a statewide class action. The Class consists of:

- All New York consumers who were sent letters and/or notices from ANGELL containing as least one violation of 15 U.S.C. § 1692 *et seq* as complained of herein.
- 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 the 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 Defendants' conduct;
 - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' 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.

STATEMENT OF FACTS

14. Plaintiff is at all times to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. §1692a(3).

15. ANGELL 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. ANGELL is a "debt collector" as defined by 15 U.S.C. §1692a(6).

17. Sometime prior to January 23, 2013 Plaintiff allegedly incurred a financial obligation to Columbia Grammar and Preparatory School ("Columbia").

18. Columbia is a "creditor" as defined by 15. U.S.C. §1692a(4).

19. On or about January 23, 2013 Defendant ANGELL, caused to be delivered to Plaintiff a letter in an attempt to collect the alleged Columbia obligation. A copy of said letter is

annexed hereto as **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.

20. The January 23, 2013 letter was sent or caused to be sent by persons employed by ANGELL as a "debt collector" as defined by 15 U.S.C. §1692a(6).

21. The January 23, 2013 letter is a "communication" as defined by 15 U.S.C. §1692a(2).

22. Notably, the January 23, 2013 letter was sent only to Plaintiff, and not his wife, ILANA BUCH-AKOUNDI ("Ilana").

23. Upon receipt of the ANGELL letter dated January 23, 2013, Plaintiff read said letter.

24. ANGELL contends that the alleged Columbia obligation is in default.

25. The January 23, 2013 letter states that the creditor is "Columbia *Grammer* and Preparatory School."

26. The alleged Columbia obligation arose out of a transaction in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

27. The January 23, 2013 letter states that the amount due was \$33,100. 84.

28. The January 23, 2013 letter does not state that interest is accruing.

29. The January 23, 2013 letter states that: "Unless you notify this office within thirty (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 thirty (30) days from receiving this notice, this office will obtain a verification of the debt or obtain a

copy of the judgment (if any), and mail you a copy of such judgment or verification. If you request this office in *wiring*, within thirty (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. Any information will be used for that purpose."

30. On or about February 26, 2013 ANGELL began an action against Plaintiff and ILANA to recover a purported debt from the Columbia obligation. A copy of said Summons and Complaint is annexed hereto as **Exhibit B** 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.

31. On or about February 26, 2013 Defendant ANGELL, caused to be delivered to Plaintiff and ILANA the Summons and Complaint in an attempt to collect the alleged Columbia obligation.

32. Upon receipt of the February 26, 2013 Summons and Complaint, Plaintiff read said Summons and Complaint.

33. Upon receipt of the February 26, 2013 Summons and Complaint, ILANA read said Summons and Complaint.

34. The Summons and Complaint annexed a purported contract (the "contract") signed on March 4, 2011 by Plaintiff only.

35. The February 26, 2013 Summons and Complaint was sent or caused to be sent by persons employed by ANGELL as a "debt collector" as defined by 15 U.S.C. §1692a(6).

36. The February 26, 2013 Summons and Complaint is a "communication" as defined by 15 U.S.C. §1692a(2).

37. The February 26, 2013 Summons and Complaint states that the Plaintiff is "Columbia *Grammer* and Preparatory School."

38. The contract states "All bills not paid within two weeks of the due date are subject to a 1 1/2% per month penalty charge."

39. The February 26, 2013 Summons and Complaint states "...interest at a rate of 1 1/2%" when in fact it is actually not interest but a 1 1/2% penalty charge.

40. The February 26, 2013 Summons and Complaint indicates that interest was accruing on the Columbia obligation at the time Plaintiff and ILANA received the January 23, 2013 letter.

41. The contract annexed to the February 26, 2013 Summons and Complaint states that the Columbia obligation stems from a purported contract entered into on March 4, 2010. It is submitted that the Columbia obligation did not arise from any contract entered into between Plaintiff and Columbia on that day or at any time prior to, and including, 2010. In fact, the purported contract was signed by Plaintiff on March 4, 2011.

POLICIES AND PRACTICES COMPLAINED OF

42. It is Defendants' policy and practice to send written collection communications, in the form annexed hereto as **Exhibit A**; **Exhibit B**, which violate the FDCPA, by inter alia:

- (a) Using false representations or deceptive means to collect or attempt to collect the debt;
- (b) Using unfair or unconscionable means to collect or attempt to collect the debt;
- (c) Failing to provide the proper notices in their initial communication with the consumer;

- (d) Providing a validation notice in their initial communication that is overshadowed, contradicted or inconsistent with other language in the initial communication.

43.. On information and belief, Defendants sent a written communication, in the form annexed hereto as **Exhibit A** to at least 30 natural persons in the State of New York.

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692 VIOLATION OF 15 U.S.C. §1692e et seq.

44. Plaintiff repeats the allegations contained in paragraphs 1 through 43 as if the same were set forth at length.

45. Collection letters and/or notices such as those sent by Defendant, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

46. Section 1692e(2)(A) of the FDCPA makes it a violation for a debt collector to falsely represent: "...the character, amount or legal status of any debt."

47. ANGELL falsely represented the character, amount or legal status of the debt by failing to accurately state the name of the creditor in the January 23, 2013 letter **Exhibit A**. The January 23, 2013 letter indicates that the creditor is "Columbia *Grammar* and Preparatory School" when in fact it is "Columbia *Grammar* and Preparatory School."

48. The January 23, 2013 letter falsely represented the character, amount or legal status of the debt by failing to state that interest was accruing.

49. The January 23, 2013 letter falsely represented the character, amount or legal status of the debt by failing to state the correct amount of debt including principal plus interest. The January 23, 2013 letter falsely states that the amount of the debt was \$33,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011 to August 15, 2012 the "accrued interest" was stated as \$4,431.16.

However, in only a 1 month period the January 23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

50. The January 23, 2013 letter falsely represented the character, amount or legal status of the debt by including 1 1/2% accrued interest when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

51. ANGELL further falsely represented the character, amount or legal status of the debt by failing to accurately state the name of the creditor in the Summons and Complaint. **Exhibit B.** The February 26, 2013 Summons and Complaint also indicates that the creditor is "Columbia *Grammer* and Preparatory School" when in fact it is "Columbia *Grammar* and Preparatory School.

52. The February 26, 2013 Summons and Complaint falsely represented the character, amount or legal status of the debt by stating that Plaintiff's purported Columbia obligation stems from a contract entered into on March 4, 2010. It is submitted that the Columbia obligation did not arise from any contract entered into between Plaintiff and Columbia on that day or at any time prior to, and including, 2010 but occurred on March 4, 2011.

53. The February 26, 2013 Summons and Complaint falsely represented the character, amount or legal status of the debt by failing to state the correct amount of debt including principal plus interest. The February 26, 2013 Summons and Complaint falsely states that the amount of the debt was \$35,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011 to August 15, 2012 the "accrued interest" was stated as \$4,431.16. However, in only a 1 month period the January

23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

54. The February 26, 2013 Summons and Complaint falsely represented the character, amount or legal status of the debt by including 1 1/2% accrued interest when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

55. Section 1692e(10) makes it a violation of the "...use of any false representation or deceptive means to collect or attempt to collect any debt...".

56. ANGELL used false representations or deceptive means to collect or attempt to collect the debt by failing to accurately state the name of the creditor in the January 23, 2013 letter **Exhibit A**. The January 23, 2013 letter indicates that the creditor is "Columbia *Grammar* and Preparatory School" when in fact it is "Columbia *Grammar* and Preparatory School.

57. ANGELL used false representations or deceptive means in the January 23, 2013 letter to collect or attempt to collect the debt by failing to state that interest was accruing.

58. ANGELL used false representations or deceptive means to collect or attempt to collect the debt by failing to state the correct amount of debt including principal plus interest in the January 23, 2013 letter as it falsely states that the amount of the debt was \$33,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011 to August 15, 2012 the "accrued interest" was stated as \$4,431.16. However, in only a 1 month period the January 23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

59 ANGELL used false representations or deceptive means to collect or attempt to collect the debt by including 1 1/2% accrued interest in the January 23, 2013 letter when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

60. ANGELL used false representations or deceptive means to collect or attempt to collect the debt by failing to accurately state the name of the creditor in the Summons and Complaint. **Exhibit B.** The February 26, 2013 Summons and Complaint also indicates that the creditor is "Columbia *Grammer* and Preparatory School" when in fact it is "Columbia *Grammar* and Preparatory School.

61. The February 26, 2013 Summons and Complaint used false representations or deceptive means to collect or attempt to collect the debt by stating that Plaintiff's purported Columbia obligation stems from a contract entered into on March 4, 2010. It is submitted that no contract related to the purported debt was signed on March 4, 2010 but was actually signed on March 4, 2011.

62. The February 26, 2013 Summons and Complaint further used false representations or deceptive means to collect or attempt to collect the debt by failing to state the correct amount of debt including principal plus interest. The February 26, 2013 Summons and Complaint falsely states that the amount of the debt was \$35,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011 to August 15, 2012 the "accrued interest" was stated as \$4,431.16. However, in only a 1 month period the January 23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

63. The February 26, 2013 Summons and Complaint further used false representations or deceptive means to collect or attempt to collect the debt by including 1 1/2% accrued interest when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

64. The February 26, 2013 Summons and Complaint further used false representations or deceptive means to collect or attempt to collect the debt by including ILANA as a named party even though she never signed a contract on March 4, 2010 related to the Columbia obligation.

COUNT II

FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692 VIOLATION OF 15 U.S.C. §1692f et seq.

65. Plaintiff repeats the allegations contained in paragraphs 1 through 64 as if the same were set forth at length.

66. Section 1692f *et seq.* of the FDCPA prohibits a debt collector from using unfair or unconscionable means to collect or attempt to collect any debt.

67. ANGELL used false representations or deceptive means in the January 23, 2013 letter to collect the debt by failing to state that interest was accruing.

68. ANGELL used unfair or unconscionable means to collect the debt by including 1 1/2% accrued interest in the January 23, 2013 letter when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

69. ANGELL used unfair or unconscionable means to collect the debt by failing to state the correct amount of debt including principal plus interest in the January 23, 2013 letter as it falsely states that the amount of the debt was \$33,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011

to August 15, 2012 the "accrued interest" was stated as \$4,431.16. However, in only a 1 month period the January 23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

70. ANGELL used unfair or unconscionable means to collect to collect the debt by including a 1 1/2% accrued interest in the February 26, 2013 Summons and Complaint when, in fact, the Columbia obligation only permitted a 1 1/2% penalty

71. The February 26, 2013 Summons and Complaint further used unfair or unconscionable means to collect to collect the debt by failing to state the correct amount of debt including principal plus interest. The February 26, 2013 Summons and Complaint falsely states that the amount of the debt was \$35,100.84. This does not conform with the 1.5% penalty stated in the contract. According to the Complaint, in a year period from August 1, 2011 to August 15, 2012 the "accrued interest" was stated as \$4,431.16. However, in only a 1 month period the January 23, 2013 letter stated the debt was \$33,100.84 until the February 26, 2013 Complaint when the accrued interest skyrocketed \$2,000 so that the alleged debt totaled \$35,100.84.

COUNT III

FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692 VIOLATION OF 15 U.S.C. §1692g et seq.

72. Plaintiff repeats the allegations contained in paragraphs 1 through 71 as if the same were set forth at length.

73. Section 1692g(a) of the FDCPA requires the debt collector to give what is commonly referred to as a thirty-day (30) notice within five (5) days of its initial communication with the consumer and send the consumer a written notice containing

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector,
- (4) a statement that if the consumer notifies the debt collector in *writing* within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

74. The January 23, 2013 letter fails to state the amount of the debt pursuant to Section 1692g(a)(1) by including 1 1/2% accrued interest when, in fact, the Columbia obligation only permitted a 1 1/2% per month penalty.

75. The January 23, 2013 letter fails to state the name of the creditor to whom the debt is owed pursuant to Section 1692g(a)(2). The January 23, 2013 letter states the creditor is "Columbia *Grammar* and Preparatory School" when, in fact, the alleged creditor is Columbia Grammar and Preparatory School.

76. The January 23, 2013 letter fails to contain the necessary notice pursuant to Section 1692g(a)(4). Specifically, the letter states that merely by "wiring" ANGELL, they will provide Plaintiff with the name and address of the original creditor, if different from the current creditor.

77. The January 23, 2013 letter contains a validation notice that is overshadowed, contradicted or inconsistent with ANGELL's threat to take legal action pursuant to Section 1692g of the FDCPA.

78. The January 23, 2013 letter contains a validation notice that is also overshadowed, contradicted or inconsistent with ANGELL's inclusion of language to "contact this office..." pursuant to Section 1692g of the FDCPA.

WHEREFORE, Plaintiff demand judgment against the Defendant on each count as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and the attorney, Joseph K. Jones, Esq. and Benjamin J. Wolf, Esq., as Class Counsel;

(b) Issuing a preliminary and/or permanent injunction restraining Defendants, their employees, agents and successors from, *inter alia*, engaging in conduct and practices that are in violation of the FDCPA;

(c) Issuing a declaratory Order requiring Defendants to make corrective disclosures;

(d) Awarding Plaintiff and the Class statutory damages;

(e) Awarding Plaintiff and the Class actual damages;

(f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and

(g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: Fairfield, New Jersey

December 2, 2013

/s/ Joseph K. Jones

Joseph K. Jones (JJ-5509)
Law Offices of Joseph K. Jones, LLC
100 Park Avenue, 20th Floor
New York, NY 10017
(646) 459-4971 telephone
(646) 459-7973 facsimile
jkj@legaljones.com

/s/ Benjamin J. Wolf

Benjamin J. Wolf (BW-3338)
Law Offices of Joseph K. Jones, LLC
100 Park Avenue, 20th Floor
New York, NY 10017
(646) 459-4971 telephone
(646) 459-7973 facsimile
bwolf@legaljones.com

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/ Joseph K. Jones

Joseph K. Jones (JJ-5509)

/s/ Benjamin J. Wolf

Benjamin J. Wolf (BW-3338)

Exhibit

A

ANGELL AND BLITZER
COUNSELORS AT LAW

THE BAR BUILDING
36 WEST 44TH STREET, SUITE # 1412
NEW YORK, NEW YORK 10036-8195
(212) 869-1090
FAX: (212) 869-1091
Email: angellandblitzer@aol.com

SAMUEL A. STERN, ESQ.*

***MEMBER OF NY AND NJ BAR**

January 23, 2013

Mr. Ken Akoundi


Re: Columbia Grammer and Preparatory School with Buch-Akoundi & Akoundi

Dear Mr. Akoundi:

Please be advised our office has been retained by the above-captioned client to collect the outstanding balance due in the amount of \$33,100.84.

If at all possible, we would like to settle this matter in the most amicable manner possible prior to recommending the commencement of legal action against you, and toward that end we would appreciate hearing from you, either by telephone or return mail.

Your failure to contact this office or to remit the balance due on your account within thirty (30) days from the date of this letter will result in our recommendation to our client that without further notice to you, we will institute action in this matter or forward this item to an attorney in your locality with instructions to institute prompt legal action to effect collection.

NOTICE AS REQUIRED BY FEDERAL LAW:

Unless you notify this office within thirty (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 thirty (30) days from receiving this notice, this office will obtain verification of the debt or obtain a copy of the judgment (if any), and mail you a copy of such judgment or verification. If you request this office in writing, within thirty (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. Any information obtained will be used for that purpose.

Respectfully,

ANGELL and BLITZER


by: Samuel A. Stern

SAS/gg

***** MAKE ALL REMITTANCES TO: ANGELL AND BLITZER*****

Dunning

Exhibit

B

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
COLUMBIA GRAMMER AND PREPARATORY SCHOOL,

Plaintiff,

Index No. 151742/13

-against-

COMPLAINT

ILANA BUCH-AKOUNDI & KEN AKOUNDI,

Defendants.

-----X
Plaintiff, **COLUMBIA GRAMMER AND PREPARATORY SCHOOL**, complaining of the Defendants, **ILANA BUCH-AKOUNDI & KEN AKOUNDI**, by its Attorneys, Angell and Blitzer, Esqs. allege as follows:

1. Plaintiff is a Private Elementary School with offices at 5 West 93rd Street, New York, New York 10028.
 2. Upon information and belief, Defendants reside in the County of New York, State of New York.
 3. That on or about March 4, 2010, the parties entered into two separate contracts wherein Defendants enrolled their two children in Plaintiff's school for the school year 2011/2012.
 4. In accordance with said Contract, Defendants agreed to pay a total amount of tuition in the amount of \$75,630.00 for their children for said school year.
 5. The Contracts further provided that in the event tuition was not timely paid, Defendants would pay interest at the rate of 1.5% per month.
 6. Plaintiff enrolled Defendants' children for the school year and has performed all of its obligations under and by virtue of said Contract.
- complt.doc

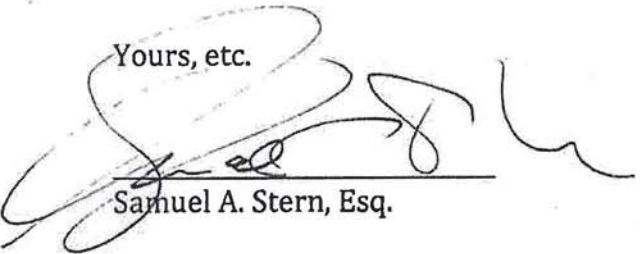
7. Defendants have paid a total of \$44,960.32 leaving a balance of \$30,669.68 as at August 1, 2011.

8. As at August 15, 2012, Defendants were indebted to Plaintiff for the principal amount of \$30,669.68 together with accrued interest of \$4,431.16 or a total of \$35,100.84, no part of which was paid although duly demanded.

WHEREFORE, Plaintiff demands judgment from Defendants in the amount of \$35,100.84, together with interest from August 5, 2012 and costs.

Dated: February 26, 2013

Yours, etc.

A handwritten signature in black ink, appearing to read 'Samuel A. Stern', is written over a horizontal line. The signature is stylized and somewhat cursive.

Samuel A. Stern, Esq.

ANGELL & BLITZER, ESQS.
Attorneys for Plaintiffs
36 West 44th Street, Suite # 1412
New York, NY 10036
(212) 869-1090

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR SUCH PURPOSE.

COLUMBIA GRAMMAR and PREPARATORY SCHOOL
5 West 93rd Street / New York, N.Y. 10025 / (212) 749-6200

School Year: 2011-2012

Name of Student: [REDACTED] Akoundi

ID No.: 17749-02

Class of: 2017

Tuition & Fees: \$37,490.00

Ilana Buch-Akoundi & Ken Akoundi
[REDACTED]

1. ENROLLMENT CONTRACT TO BE SIGNED AND RETURNED WITH PAYMENT BY : Friday February 18, 2011.

Columbia Grammar and Preparatory School is pleased to enroll the student named above for the next school year at the indicated tuition. The terms and conditions of enrollment are as follows:

We (I) understand that this tuition contract is for the entire school year and that we (I) shall not be entitled to any deduction or refund for absence, illness, withdrawal, suspension or dismissal by the School and understand that the School reserves the right to dismiss any pupil whose progress or conduct is not satisfactory to it.

2. Tuition is payable in three (3) installments* as follows:

20% of tuition and fees due on signing of contract (non-refundable).....	\$7,498.00
50% of tuition and fees due on or before Aug. 1st	\$18,745.00
30% of tuition and fees due on or before December 15th.....	\$11,247.00
TOTAL.....	\$37,490.00

() YES - FOR AN ADDITIONAL CHARGE OF 10%, THE SCHOOL PROVIDES FOR MONTHLY PAYMENT OF TUITION BASED ON OUR DEFERRED PAYMENT PLAN. CHECK "YES" ABOVE IF YOU WISH TO PARTICIPATE IN THE 10 MONTH PAYMENT PLAN. NOTE: THIS PLAN ONLY APPLIES AFTER THE INITIAL PAYMENT OF 20% OF TUITION AND FEES.

3. Should our (my) child be withdrawn for any reason from the School after the signing of this contract, we (I) shall forfeit the amount of our (my) first installment (20% of tuition and fees) sent with this contract. If our (my) child is withdrawn from School after July 1, we (I) shall be obligated to pay the second installment of tuition and fees; after September 15, we (I) shall be obligated to pay the full year's tuition.

Any payments retained or claimed by the School pursuant to this contract shall be deemed liquidated damages. In the event that on June 1, there are any arrears in tuition or other charges for any prior years, the School reserves the right to cancel this agreement. The school also reserves the right to withhold any diploma, or certificate, or scholastic record if all tuition and charges are not paid.

Should the second installment of tuition remain unpaid on August 15th, or the third installment remain unpaid on January 15th, our (my) child may be suspended until payment has been made, but such suspension shall in no way be considered a breach of the tuition contract by the School. All bills not paid within two weeks of the due date are subject to a 1 1/2% per month penalty charge.

4. We (I) acknowledge that we (I) have received and are (am) familiar with the contents of the School's brochure and supplemental pamphlets, and we (I) agree that this contract is subject thereto. No pertinent information has been withheld or inaccurately presented by us (me) in the Application for Admission, which is part of this contract and shall be binding upon us (me).

We (I) enclose \$7,498.00, which represents 20% of the tuition and fees.

Father's Signature _____ Date 8/14/2011

Mother's Signature _____ Date _____

Columbia Grammar and Preparatory School

By _____ Date _____
(Headmaster)

(Please sign, date and return this copy of the tuition contract to the School with the required payment. It will be signed by the School and a copy returned to you for your files. This contract is not valid until countersigned by the Headmaster of the School. Thank you.)

COLUMBIA GRAMMAR and PREPARATORY SCHOOL
5 West 93rd Street / New York, N.Y. 10025 / (212) 749-6200

School Year: 2011-2012

Name of Student: [Redacted] Akoundi

ID No.: 17749-01

Class of: 2014

Tuition & Fees: \$38,140.00

Ilana Buch-Akoundi & Ken Akoundi
[Redacted]

1. ENROLLMENT CONTRACT TO BE SIGNED AND RETURNED WITH PAYMENT BY: Friday February 18, 2011.

Columbia Grammar and Preparatory School is pleased to enroll the student named above for the next school year at the indicated tuition. The terms and conditions of enrollment are as follows:

We (I) understand that this tuition contract is for the entire school year and that we (I) shall not be entitled to any deduction or refund for absence, illness, withdrawal, suspension or dismissal by the School and understand that the School reserves the right to dismiss any pupil whose progress or conduct is not satisfactory to it.

2. Tuition is payable in three (3) installments* as follows:

20% of tuition and fees due on signing of contract (non-refundable).....	\$7,628.00
50% of tuition and fees due on or before Aug. 1st	\$19,070.00
30% of tuition and fees due on or before December 15th.....	\$11,442.00
TOTAL.....	\$38,140.00

() YES - FOR AN ADDITIONAL CHARGE OF 10%, THE SCHOOL PROVIDES FOR MONTHLY PAYMENT OF TUITION BASED ON OUR DEFERRED PAYMENT PLAN. CHECK "YES" ABOVE IF YOU WISH TO PARTICIPATE IN THE 10 MONTH PAYMENT PLAN. NOTE: THIS PLAN ONLY APPLIES AFTER THE INITIAL PAYMENT OF 20% OF TUITION AND FEES.

3. Should our (my) child be withdrawn for any reason from the School after the signing of this contract, we (I) shall forfeit the amount of our (my) first installment (20% of tuition and fees) sent with this contract. If our (my) child is withdrawn from School after July 1, we (I) shall be obligated to pay the second installment of tuition and fees; after September 15, we (I) shall be obligated to pay the full year's tuition.

Any payments retained or claimed by the School pursuant to this contract shall be deemed liquidated damages. In the event that on June 1, there are any arrears in tuition or other charges for any prior years, the School reserves the right to cancel this agreement. The school also reserves the right to withhold any diploma, or certificate, or scholastic record if all tuition and charges are not paid.

Should the second installment of tuition remain unpaid on August 15th, or the third installment remain unpaid on January 15th, our (my) child may be suspended until payment has been made, but such suspension shall in no way be considered a breach of the tuition contract by the School. All bills not paid within two weeks of the due date are subject to a 1 1/2% per month penalty charge.

4. We (I) acknowledge that we (I) have received and we (am) familiar with the contents of the School's brochure and supplemental pamphlets, and we (I) agree that this contract is subject thereto. No pertinent information has been withheld or inaccurately presented by us (me) in the Application for Admission, which is part of this contract and shall be binding upon us (me).

We (I) enclose \$7,628.00, which represents 20% of the tuition and fees.

Father's Signature _____ Date 3/4/2011

Mother's Signature _____ Date _____

Columbia Grammar and Preparatory School

By _____ Date _____
(Headmaster)

(Please sign, date and return this copy of the tuition contract to the School with the required payment. It will be signed by the School and a copy returned to you for your files. This contract is not valid until countersigned by the Headmaster of the School. Thank you.)