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*Attorney for Plaintiff, Ginger Brown
on behalf of herself and all others similarly situated*

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

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GINGER BROWN

JURY TRIAL DEMANDED

Plaintiff,

v.

Case No.

TRUEACCORD CORP.,

Defendant,

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, by and through her counsel, Elliot Elo, Esq., as and for her complaint against Defendant, on behalf of herself and all others similarly situated, alleges as follows:

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Ginger Brown (hereinafter “Plaintiff”) an individual consumer, against, TrueAccord Corp., (hereinafter “Defendant”), for violations of the Fair Debt Collection Practices Act, 15 U.S.C § 1692 *et seq.* (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

II. JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C § 1692k(d) 28 U.S.C 1331. Venue in this District is proper in that the Defendant transact business in Rosedale, Queens County, New York, and the conduct complained of occurred in Rosedale, Queens County, New York.

III. PARTIES

3. Plaintiff is a natural person residing in Rosedale, Queens County, New York. Plaintiff is a “consumer” as defined by the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(3).
4. Plaintiff alleged “debt” as defined by the FDCPA, 15 U.S.C 1692a(5) this alleged debt at issue arose from a transaction entered into primarily for personal use.

5. Upon information and belief TrueAccord is a Kansas corporation with its principal place of business located at 16011 College Blvd Suite 130 Lenexa, KS 66219.
6. Defendant is engaged in the collection of debts from consumers using the mail, electronic mail (hereinafter “email”) Small Message Service Text (hereinafter “text message”) and telephone. Defendant is regularly engaged in the business of collecting or attempting to collect debts owed or due or asserted to be owed or due another.
7. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. 1692a(6).

IV. FACTUAL ALLEGATIONS

8. On or about December 17, 2023, Ms. Brown received an e-mail from TrueAccord attempting to collect on a debt in the amount of \$379.50, allegedly owed to Possible Finance.
9. On December 19, 2023, at 4:39AM EST, Plaintiff replied to Defendant’s email stating “The holidays are here, and I want to spend my money on gifts for my family. I decline to pay. Happy Holidays!”
10. On or about December 28, 2023, at 11:29 AM CST, Defendant replied to Plaintiff’s EMAIL:

Hi Ginger, Thank you for your reply. I'm happy to assist you with your account today. I understand you'd like to start paying but can't pay today. Our customizable payment plans allow you to set up a plan now but delay your first payment up to a month away. To select the start date of your plan, click the blue "Change Start Date"

button below your payment plan options. Then, select your desired date from the pop-up calendar. Setup your payment plan today (Click here to choose your plan):

<https://app.trueaccord.com/debt/406a4da42f4843268ecac0d10724e22b/options?ops=ca3bd91d84f24e16901c01edfca1b0d6>

Please let me know if you have any questions. I'm here to help.

11. The Defendant's response constitutes a violation of 15 U.S.C 1692c(c).
12. Plaintiff has suffered actual damages as a result of these illegal collection communications by Debt Collector in the form of anger, anxiety, decreased ability to focus on tasks while at work, frustration, amongst other negative emotions, as well as suffering from unjustified abusive intrusion upon seclusion.

V. CLAIM FOR RELIEF

Violation of 15 U.S.C. § 1692c(c) as to Defendant, TrueAccord Corp.,

13. Plaintiff re-alleges and reincorporates all previous paragraphs as if fully set out herein.
14. The Debt Collector violated the FDCPA.
15. The Debt Collector's violations include, but are not limited to, the following:
 - (a) The Debt Collector violated 15 U.S.C § 1692c(c) of the FDCPA by communicating with the consumer after the consumer notifies in writing that they refuse to pay.
16. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff actual damages, statutory damages, and costs.

VI. JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff **GINGER BROWN** respectfully demands a jury trial and requests that judgment be entered in favor of Plaintiff and against the Debt Collector for:

- A. Judgment for the violations occurred for violating the FDCPA;
- B. Actual damages pursuant to 15 U.S.C 1692k(1)(2);
- C. Statutory damages pursuant to 15 U.S.C 1692k(2);
- D. Cost and reasonable attorney's fees pursuant to 15 U.S.C 1692k(3);
- E. For such other and further relief as the Court may deem just and proper.

Respectfully submitted:

/s/ Elliot Elo

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