

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROMAIN PRAGE a/k/a
ROMAINE PRAGE

Case No.: _____

Plaintiff,

-against-

KAVULICH & ASSOCIATES, P.C.,
GARY KAVULICH, and
SJ COOPER REALTY, LLC

Defendants.

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ORIGINAL COMPLAINT AND JURY DEMAND

Plaintiff Romain Prage (“Mr. Prage”) brings suit against a debt collection law firm, Kavulich & Associates, P.C., and its principal, Gary Kavulich, for violating the Fair Debt Collections Practices Act, 15 U.S.C § 1692 *et seq.*, and N.Y. Gen. Bus. Law § 349 *et seq.*, and for committing the tort of conversion by executing on and refusing to release Mr. Prage’s bank account which contained exclusively exempt funds. As Kavulich was acting as the agent for the judgment creditor, Plaintiff also brings suit for conversion against the judgment creditor SJ Cooper Realty, LLC.

Summary of claims: Defendants restrained and attempted to seize Plaintiff’s statutorily exempt funds, objected to Mr. Prage’s notice of exemption without a reasonable basis to do so, and intentionally misstated New York law in the process (both orally and in written submissions to the underlying state court). Defendants then refused to withdraw their objection in the face of indisputable documentary evidence that the funds were entirely statutorily exempt, all for the purpose of attempting to coerce Mr. Prage to make payments from an exempt source and in the hope that Mr. Prage would default by failing to appear at state court hearings on the exemption objection. Incredibly, months after the state court ruled that the money in Mr. Prage’s bank

account was exempt, Defendants issued yet another restraint on the same bank account.

A. JURISDICTION AND VENUE

1. The Court has federal question jurisdiction over the lawsuit because the action arises under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, (“FDCPA”). Jurisdiction of the Court arises under 28 U.S.C. § 1331 because this dispute involves predominant issues of federal law under the FDCPA. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202. The Court has supplemental jurisdiction under 28 U.S.C. §1367 over Plaintiff’s state law claims because said claims are so related that they form part of the same case or controversy.

2. Venue in this District is proper because all or a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in Brooklyn, New York.

B. PARTIES

3. Plaintiff Romain Prage is a natural person who resides at 420 Marlborough Road, Brooklyn, New York 11226.

4. Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) as he is alleged to owe a debt, rent, arising primarily for family, household, or personal purposes.

5. Defendant Kavulich & Associates, P.C. (“Kavulich & Associates”) is a professional corporation with its principal place of business at 30 Church Street, Suite 26, New Rochelle, New York 10801.

6. Defendants Kavulich & Associates and Gary Kavulich (“Mr. Kavulich”) (collectively “Kavulich”) are “debt collector[s]” as defined in 15 U.S.C. §1692(a)(6) as they regularly collect or attempt to collect, directly or indirectly, debts owed, or due or asserted to be due another. Specifically, Kavulich files thousands of collection lawsuits in civil court, primarily for rent, and

seeks to enforce putative debts obtained by others, primarily for rent. Many, if not most, of those collection lawsuits are signed by Mr. Kavulich. Kavulich also regularly executes on judgments obtained by other attorneys.

7. Defendant Gary Kavulich is a natural person. At all times relevant to this action, Mr. Kavulich was and is the Chief Executive Officer of Kavulich & Associates. All of the pleadings filed by Kavulich & Associates related to this action were signed by Mr. Kavulich.

C. FACTUAL ALLEGATIONS

The New York State Exempt Income Protection Act was enacted to prevent wrongful executions on exempt incomes, such as that of Mr. Prage.

8. In 2008, New York State enacted the Exempt Income Protection Act (“EIPA”) to (a) protect, *inter alia*, statutorily exempt income held in bank accounts from restraint—or “freeze”—and levy and (b) expedite and standardize the process for the release of restrained funds that are statutorily exempt from restraint and levy.

9. Prior to the enactment of EIPA, it was very common for creditors to restrain bank accounts that contained income protected from restraint and levy. EIPA was enacted to prevent such restraints.

10. Low-income people rely on exempt income such as Social Security, unemployment benefits, and other public benefits to survive and support their families; when their bank accounts are restrained, they are barred from accessing these much-needed funds without notice, and are often put into extreme financial duress as a result of these restraints. This was certainly true as to Mr. Prage.

11. Before the enactment of EIPA, it could take weeks before debtors would be able gain access to their exempt funds, even though state and federal law prohibits restraint and levy.

12. As the NYS legislature noted, these conditions caused many debtors to make payments of exempt funds to judgment creditors. “All too often . . . creditors ignore[d] calls from debtors, demand[ed] a debt payment as a condition of releasing the account, or insist[ed] on proof of the exemption.” Senate Introducer’s Memorandum in Support, NY S.6203-B (2008).

13. Under EIPA, when a judgment debtor’s bank account is restrained pursuant to a New York Court restraining notice, the judgment debtor may claim that the funds in the restrained account are exempt by completing an Exemption Claim Form.

14. Under EIPA, a judgment creditor must provide such an Exemption Claim Form to the judgment debtor’s banking institution along with any restraining notice.

15. An Exemption Claim Form must be mailed to the judgment debtor by her banking institution within two days of the banking institution’s receipt of the restraining notice from the judgment creditor.

16. The Exemption Claim Form must be mailed or delivered to the bank and creditor’s attorney within 20 days of the date of the postmark of the letter from the bank informing the consumer of the freeze. N.Y. CPLR 5222-a(c)(1).

17. To facilitate the prompt release of an account containing exempt funds, the Exemption Claim Form instructs judgment debtors to submit “proof” that the funds in their account are exempt. N.Y. CPLR 5222-a(b)(2).

18. Proof of an exemption can “include an award letter from the government, an annual statement from your pension, pay stubs, copies of checks, bank records showing the last two months of account activity, or other papers showing that the money in your bank account is exempt”. *Id.*

19. Where an Exemption Claim Form sent to the judgment creditor “is accompanied by information demonstrating that all funds in the account are exempt” the restraint is deemed void and the judgment creditor must instruct the banking institution to release the account within seven days of the postmark on the envelope containing the Exemption Claim Form. N.Y. CPLR 5222-a(c)(4).

20. Where the account contains some funds from exempt sources, and other funds from unknown sources, otherwise known as “commingled funds,” EIPA provides that “the judgment creditor shall apply the lowest intermediate balance principle of accounting”¹ and “shall instruct the banking institution to release the exempt money in the account” within seven days of the postmark on the envelope containing the Exemption Claim Form. N.Y. CPLR 5222-a(c)(4). EIPA does not prohibit the commingling of exempt and nonexempt funds, and it does not provide that the commingling of funds will result in the loss of any federal or state exemption protections.

21. If the judgment creditor fails to properly release an account or exempt funds after an Exemption Claim Form has demonstrated that the account contains exempt funds, “the judgment creditor shall be deemed to have acted in bad faith and the judgment debtor may seek a court award of the damages, costs, fees and penalties” as provided for in EIPA. N.Y. CPLR 5222-a(c)(4).

22. After receiving the Exemption Claim Form, the judgment creditor may object to the claim of exemption if the judgment creditor has “a reasonable belief that [the] judgment debtor’s account contains funds that are not exempt from execution.” N.Y. CPLR 5222-a(d).

¹ See *In re Foster*, 275 F.3d 924, 927 fn. 1 (10th Cir. 2001) (describing the application of the lowest intermediate balance principle (“LIBP”) of accounting in the context of trusts).

23. If the judgment creditor objects, its motion papers must include an affirmation or affidavit in support of the motion that “demonstrate[s] a reasonable belief that [the] judgment debtor's account contains funds that are not exempt from execution and the amount of such nonexempt funds. . . . The affirmation or affidavit shall not be conclusory, but is required to show the factual basis upon which the reasonable belief is based.” *Id.*

24. If a judgment creditor objects to the judgment debtor’s claim of exemption, a “hearing to decide the motion shall be noticed for seven days after service of the moving papers.” *Id.*

25. At the hearing, “[t]he burden of proof shall be upon the judgment creditor to establish the amount of funds that are not exempt.” *Id.*

Mr. Prage’s bank account consisted entirely of exempt unemployment benefits.

26. On or about June 30, 2014, Plaintiff was laid off from his job at Surgicare of Manhattan LLC. Soon after being laid off, he applied for unemployment benefits with the New York State Department of Labor (the “Department of Labor”).

27. Plaintiff was initially denied unemployment benefits and filed an appeal of the denial with the Department of Labor.

28. On March 4, 2015 – more than eight months after Mr. Prage’s initial application for benefits – the Department of Labor ruled on Mr. Prage’s appeal, reversing its initial denial and ruling that Mr. Prage was qualified to receive unemployment insurance benefits, retroactive to June 30, 2014. The Department of Labor determined that Plaintiff was eligible for \$405 of weekly benefits for the week of June 30, 2014 through the week of September 30, 2014, and \$420 of weekly benefits starting the week of October 6, 2015.

29. The Department’s reversal came as a huge relief to Mr. Prage, who was subsisting on

borrowed money during the time period that the appeal was pending. With the Department of Labor's reversal, Mr. Prage had hope of a more stable financial future.

30. Over the next four months however, Kavulich replaced this glimmer of hope with constant struggle by preventing Mr. Prage from accessing the life preserver of financial stability his long-fought-for unemployment benefits were to provide.

31. Between March 16, 2015 and March 25, 2015, the Department of Labor made a series of deposits compensating Mr. Prage for his unpaid unemployment insurance benefits. In total, the Department of Labor deposited \$10,665.00 into a JP Morgan Chase ("Chase") Unemployment Insurance Account controlled by Mr. Prage. Mr. Prage was able to access the unemployment benefits through a Direct Payment Card Account linked to the Unemployment Insurance Account.

32. The Unemployment Insurance Account was set up for the specific and exclusive purpose of receiving Plaintiff's unemployment insurance benefits. There were no funds in the Unemployment Insurance Account as of March 15, 2015, and no other funds were deposited into the Unemployment Insurance Account in March 2015 aside from Mr. Prage's unemployment insurance benefits from the Department of Labor.

33. The Unemployment Insurance Account can only receive deposits from the Department of Labor Unemployment Insurance Benefits Program. Deposits from other sources cannot be deposited into the Unemployment Insurance Account.

34. Unemployment benefits are exempt from execution, and do not lose their exempt status by being deposited into a bank account. *See* New York Labor Law § 595 (unemployment insurance benefits "shall not be assigned, pledged, encumbered, released, or commuted and shall

be exempt from all claims of creditors and from levy, execution, and attachment, or other remedy for recovery or collection of a debt. This exemption may not be waived.”)

35. On or about March 27, 2015, Plaintiff went to a Chase branch at Newkirk Plaza, 1509 Foster Ave, Brooklyn, NY 11230. Plaintiff transferred \$5,000 from his Unemployment Insurance Account to a Chase savings account in Plaintiff’s name (the “Savings Account”).

36. At the time of the March 27, 2015 transfer the Savings Account had a balance of \$0.

37. After the March 27, 2015 transfer the Savings Account had a balance of \$5,000.

38. On or about March 30, 2015, Plaintiff returned to the Chase branch at Newkirk Plaza, 1509 Foster Ave, Brooklyn, NY 11230. Plaintiff transferred another \$5,000 from his Unemployment Insurance Account to the Savings Account.

39. At the time of the March 30, 2015 transfer the Savings Account had a balance of \$5,000.

40. After the March 30, 2015 transfer the Savings Account had a balance of \$10,000.

41. There were no other transactions associated with the Savings Account in March 2015, and at all times the account contained only exempt unemployment benefits.

Defendants’ efforts to freeze and execute upon the Savings Account through a debt collection lawsuit brought in state court constitute abusive debt collection practices in violation of the FDCPA.

42. While the merits of the underlying collection lawsuit, resulting in a default judgment against Plaintiff, and Plaintiff’s subsequent efforts to vacate the default judgment, are not a basis for this federal action, Defendants’ behavior and activities in connection with that lawsuit constitute violations of FDCPA.

43. The underlying debt arose from an act of kindness and generosity. Mr. Prage’s now former girlfriend Taisha Dean was having difficulty being approved to rent an apartment. To

help Ms. Dean obtain housing, on or about February 27, 2009, Mr. Prage signed as a guarantor for Ms. Dean on her lease agreement with SJ Cooper Realty, LLC.

44. At some point, Ms. Dean became delinquent on her rent, and on or about December 21, 2010, SJ Cooper Realty, LLC, through its attorney Kavulich, brought a collection lawsuit seeking to collect rent allegedly owed on the apartment.

45. Mr. Prage was never served with summons and complaint in the collection lawsuit, although he did receive a copy in the mail.

46. On or about March 1, 2011, Mr. Prage and Ms. Dean filed separate *pro se* answers, claiming that the amount of rent claimed due was grossly inflated.

47. When Mr. Prage filed his *pro se* answer the clerk informed him that he would be notified of his next court date via mail. However, Mr. Prage never received any notice that a court date was scheduled, and accordingly, never appeared in court.

48. However, on information and belief Ms. Dean appeared at a court hearing on June 30, 2011 and, without Mr. Prage's knowledge or consent, executed a Stipulation of Settlement ("Stipulation") in which she agreed to pay \$2,500 to SJ Cooper Realty in monthly installments of \$150. Ms. Dean later defaulted on the Stipulation and Kavulich entered judgment against both Ms. Dean and Mr. Prage.

49. The Stipulation contains a signature that purports to be the signature of Mr. Prage. However, Mr. Prage was not at the hearing where the Stipulation was signed, never signed the Stipulation, and had no knowledge of the Stipulation, the default on the Stipulation, or the judgment entered as a result of the default until years later in April 2014.

50. Mr. Prage first learned of the Stipulation and subsequent judgment after he received a

notice from Chase on or about April 4, 2014 that his Savings Account containing his exempt income was frozen due to an Information Subpoena and Bank Restraint Notice (“ISBRN”) Chase received from Kavulich. *See Exhibit A* (Letter from Chase dated April 3, 2014). Mr. Prage then checked the New York State Unified Court System’s online e-Courts website, requested the state court file, and subsequently learned for the first time of the Stipulation and his forged name on the same.

Kavulich not only illegally restrained Mr. Prage’s Savings Account, which exclusively contained exempt funds, but refused to release the account in the face of irrefutable documentary evidence and restrained the account a second time after the state court’s determination that the funds in the account were exempt. These actions constitute violations of FDCPA.

51. Kavulich restrained Mr. Prage’s Savings Account on April 3, 2014. *Id.* The Savings Account contained exclusively exempt unemployment insurance benefits transferred by Plaintiff on March 27, 2015 and March 30, 2015 from his Unemployment Insurance Account.

52. At each step along the way, from April 3, 2014, the date on which Kavulich froze Mr. Prage’s Savings Account, through May 22, 2014 when the state court made the judicial finding that the money in the account was exempt and ordered its release, Mr. Prage provided Kavulich more and more proof that all of the money in the account constituted exempt unemployment benefits. By May 8, 2015, Mr. Prage provided Kavulich with what by any standard was irrefutable documentary proof of complete exemption. Yet Kavulich refused to release the account until directly ordered to do so by the state court on May 22, 2015, and then improperly restrained Mr. Prage’s account yet again on July 30, 2015.

53. Indeed, when Mr. Prage attempted to show the attorney from Kavulich & Associates documents demonstrating that all of the funds in the Savings Account were exempt unemployment benefits, the attorney refused to review the documents stating, “I do not want to

hear about your case unless you are willing to settle.”

54. On April 4, 2015, Mr. Prage executed the Exemption Claim Form, attached his unemployment award letter, and promptly and timely provided the same to both Chase and Kavulich. *See Exhibit B.*

55. In addition, on April 13, 2014, Chase faxed Kavulich a duplicate copy of the April 4, 2015 executed Exemption Claim Form and supporting unemployment award letter attached as **Exhibit B.**

Kavulich’s baseless April 16, 2015 Objection to Mr. Prage’s exemption claim

56. On or around April 16, 2015, Kavulich filed a motion for post-possession money enforcement, objecting to Plaintiff’s exemption claim and requesting a hearing (the “Objection”). *See Exhibit C.*

57. In support of this motion, Kavulich filed an affirmation (the “April 16 Affirmation”), submitted under penalty of perjury pursuant to CPLR 2106.

58. As previously noted, upon receiving a timely executed Exemption Claim Form, counsel for a judgment creditor has seven days to file an objection. The objection must include an affirmation or affidavit in support of the motion that “demonstrate[s] a reasonable belief that [the] judgment debtor’s account contains funds that are not exempt from execution and the amount of such nonexempt funds. . . . The affirmation or affidavit shall not be conclusory, but is required to show the factual basis upon which the reasonable belief is based.” *Id.* The burden of proof is on the judgment creditor to demonstrate that the funds are not exempt, not on the consumer to demonstrate that the funds are exempt. *Id.*

59. Kavulich’s Objection rested on the following statements from the April 16 Affirmation:

- a. at paragraph 12, that Plaintiff's "claim for exemption that she (sic) should not have her (sic) account garnished because it contains funds from unemployment cannot be granted as there is no accounting of the funds in the subject account(s)";
- b. at paragraph 14, that "[i]f [exempt] funds were/are co-mingled with non-exempt funds, the law clearly states that the otherwise exempt funds lose their protected status";
- c. at paragraph 16, that "[w]ithout comprehensive proof of what funds are in the subject account(s) and that they meet the statutory requirements entitling those funds to an exemption, Plaintiff/Judgment/Creditor is entitled to any non-exempt funds to satisfy the underlying judgment."

60. These statements were not supported by any citations and directly contradict New York law, as outlined above. Upon information and belief, Kavulich willfully and knowingly misstated New York law in the April 16 2015 Affirmation.

61. Defendants' purpose in making these statements was to discourage the least sophisticated consumer from challenging the exemption objection, to make the consumer believe that any attempt to challenge the exemption would be futile, and to cause the consumer to pay from his exempt funds instead of challenging the exemption objection in court, no matter how meritless the objection.

62. Further, under CPLR 5222-a(d) a judgment creditor must "demonstrate a reasonable belief that [a] judgment debtor's account contains funds that are not exempt from execution and the amount of such nonexempt funds." An affidavit or affirmation submitted by the judgment creditor in accordance to CPLR 5222-a(d) "is required to show the factual basis upon which the

reasonable belief is based.”

63. The April 16, 2015 Affirmation did not show any factual basis for Kavulich’s assertion that funds in the Savings Account were not exempt from execution nor does the Affirmation state the amount in the Savings Account that Deendants reasonably believed was not exempt from execution, in direct contravention of N.Y. CPLR 5222-a(d). Rather, the Affirmation contained only boilerplate and conclusory statements in support of the Objection.

64. On April 24, 2015 Mr. Prage filed a *pro se* Order to Show Cause to vacate the default judgment contending he never signed the purported Stipulation. *See Exhibit D.*

65. A hearing was scheduled for April 29, 2015 on both the Order to Show Cause and the Kavulich Objection.

66. At the April 29, 2015 hearing Mr. Prage attempted to show the appearing Kavulich & Associates attorney the documents demonstrating that all of the money in the Savings Account was exempt. The Kavulich & Associates attorney refused to review the documents stating, “I do not want to hear about your case unless you are willing to settle.”

67. The April 29, 2015 hearing was adjourned to May 8, 2015, creating another opportunity for Mr. Prage, trying to navigate the court system as a *pro se* litigant, to default.

Mr. Prage’s May 7, 2015 Affidavit provided irrefutable documentary evidence that the funds in the Savings Account were entirely exempt, but Kavulich still refused to release the money, and restrained the account again after losing in court. These acts violated the FDCPA.

68. On or about May 7, 2015, Mr. Prage executed a *pro se* affidavit (the “May 7 Affidavit”) in support his Order to Show Cause to vacate the default judgment and to challenge the Kavulich Objection. Mr. Prage received assistance of volunteer counsel at New Economy Project to prepare the *pro se* May 7 Affidavit and to organize supporting documents – documents the

Kavulich attorney refused to even look at. *See* **Exhibit E**.

69. The May 7 Affidavit explained that all of the funds in the Savings Account were exempt funds. Plaintiff attached evidence supporting this claim including:

- a. a letter from Chase indicating that Plaintiff's Savings Account had been restrained (Chase letter April 3, 2015);
- b. a Chase account statement showing the transfer of \$10,000 to the Chase Savings Account on or before April 3, 2015 (these funds were transferred to the Savings Account from the Unemployment Insurance Account using the Direct Payment Card linked to that account) (note that the final balance in the Savings Account as of April 3, 2015 was \$9,925 due to legal processing fee of \$75 that was charged to the account as a result of the restraint) (Chase account statement March 27, 2015 through April 3, 2015);
- c. a Chase account statement for the Unemployment Insurance Account showing the history of the direct deposits of unemployment insurance benefits into the account and showing only two withdrawals from that account, each in the amount of \$5,000, on March 27, 2015 and March 30, 2015; importantly, the dates and amounts of these withdrawals are identical to the dates and amounts of the deposits into the Chase Savings Account;
- d. two unemployment insurance benefits letters dated April 16, 2014 and March 4, 2015 showing that the Plaintiff was receiving unemployment insurance from April 16, 2014 through July 5, 2015.

The amounts and dates of these transactions show that Mr. Prage withdrew a total of \$10,000 from his Unemployment Insurance Account and immediately deposited all of that

money into his Savings Account (using the Direct Payment Card as was required). The Savings Account had a zero balance before the unemployment funds were deposited, and no other funds had been deposited into the Savings Account at the time it was restrained. This evidence indisputably shows that the funds in the restrained Savings Account were entirely exempt unemployment benefits.

70. Despite receiving irrefutable proof that all of the money in the restrained bank account was entirely exempt unemployment benefits, Kavulich continually refused to release the account.

71. On or about May 8, 2015, Plaintiff and Kavulich & Associates appeared at a state court hearing pursuant to CPLR 5222-a(d) to determine whether the restraint on the funds in the Savings Account should be released..

72. At the May 8, 2015 hearing, Mr. Prage gave the attorney appearing for Kavulich & Associates the May 7 Affidavit and supporting documents. Despite this irrefutable evidence that the Savings Account contained only exempt funds, Kavulich refused to withdraw the Objection.

73. It is indisputable that the only reasons Kavulich would not withdraw its baseless and unsubstantiated Objection were to abuse Mr. Prage, to badger him to pay from exempt funds, and to make him give up. No reading of the May 7 Affidavit and supporting documents would allow an attorney to have any belief – much less a “reasonable belief” – that all of the restrained funds were not exempt.

74. The case was adjourned to May 22, 2015 for another hearing pursuant to CPLR 5222-a(d) to determine whether the restraint on the funds in the Savings Account should be released. Plaintiff and Defendant Kavulich & Associates appeared at the May 22, 2015 hearing where Kavulich & Associates proceeded to argue its meritless Objection.

75. At the May 22, 2015 hearing, Plaintiff, with the assistance of the Brooklyn Volunteer Lawyer for the Day Program, again provided the attorney appearing for Kavulich & Associates a copy of the May 7 Prage Affidavit and supporting documents.

76. Undeterred, Kavulich & Associates continued to argue that the Savings Account was properly frozen and that SJ Cooper Realty, LLC was entitled to funds from the Savings Account, **despite irrefutable documentary evidence to the contrary.**

77. At the May 22, 2015 hearing, the state court found that “the funds in the [Savings] [A]ccount are deemed exempt” and accordingly, issued an order that the “[a]ccount is released” and “any money taken from the account [is] to be returned to” Mr. Prage. *See Exhibit F.*

78. While the state court nonetheless denied Mr. Prage’s motion to vacate the default judgment, as previously noted, this action is not predicated on the the underlying judgment.

79. Between April 4, 2015 and May 22, 2015, Plaintiff did not have any access to the funds in the Savings Account. The funds in the Savings Account were released on May 22, 2015 as directed by the state court.

80. Incredibly, on or about July 30, 2015 Kavulich issued *yet another* restraint on the *same* account for which the state court previously ruled “the funds in the account are deemed exempt.” *Id.*

81. Mr. Prage had put no new funds into the account since May 22, 2015, making it indisputable that all of the funds in the account at that time were exempt and that Kavulich was well aware of this fact.

82. The July 30, 2015 restraint was not released until Mr. Prage faxed the Marshal a copy of the May 22, 2015 court order that “deemed exempt” all the funds in the Savings Account.

Kavulich took no steps to release the restraint.

83. Kavulich had no good faith basis for objecting to the exemption claim – and certainly no basis to continue the objection after receiving the May 7, 2015 Prage Affidavit. Kavulich objected and stood by its objection in order to abuse and intimidate Mr. Prage into agreeing to send payments from his exempt funds, or in hopes that Mr. Prage would default at the hearing on the exemption objection.

84. It is the pattern and practice of Kavulich to object to exemption claims without a good faith basis, in order to coerce the least sophisticated consumers to pay money from exempt sources and in the hope that consumers will default by failing to appear at objection hearings, as baseless as such objections may be.

85. Indeed, at the May 22, 2014 hearing, the attorney for Kavulich admitted that Kavulich has a pattern and practice of objecting to exemption claim forms.

86. Defendants' actions inflicted damages on Mr. Prage. Access to the money in his Savings Account was required for Mr. Prage to live and meet his most basic daily needs. Plaintiff's inability to access these funds caused him suffering, financial hardship, and emotional distress.

87. Throughout Defendants' wrongful garnishment of Plaintiff's exempt funds, Mr. Prage suffered emotional distress that directly impacted his daily life. Throughout this process, Mr. Prage felt powerless, violated, belittled, and worthless. He also felt that he was being treated like a criminal. Mr. Prage continuously asked himself, "how is this possible?". He contemplated whether the entire thing was a scam. He went back to state court time and again, continuously telling Kavulich that the money in his Savings Account was exempt unemployment benefits; but Kavulich did not care. Mr. Prage could not sleep for weeks at a time and was kept up countless

nights thinking about what to do. He began eating more as an attempted source of comfort. Mr. Prage was simply devastated that after finally being awarded unemployment benefits after an eight month appeal process, Kavulich swept in, froze his account, and attempted to seize his exempt benefits.

88. When Mr. Prage found out that Kavulich had restrained his bank account for yet a second time, he was shocked, and dreaded the thought that he would be forced to “go through this all over again.”

89. To this day, Mr. Prage lives in fear that his bank account will be improperly frozen and executed upon, and that his wages will be improperly garnished. This causes Mr. Prage undue stress and anxiety when depositing money in the bank and applying for jobs. While Mr. Prage would like to move forward and live a “normal life,” the threat that his money will be improperly restrained, making it impossible for him to pay bills, put food on the table, and otherwise lead a safe and healthy life, causes him grave and ongoing concern.

D. COUNT # 1: Violations of the Fair Debt Collection Practices Act (Against the Kavulich Defendants)

90. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs of this Complaint as if fully set forth herein.

91. The purpose of the FDCPA is “to eliminate abusive debt collection practices by debt collectors, to insure that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692 (e); *see also Hamilton v. United Healthcare of La., Inc.* 310 F.3d 385, 392 (5th Cir. 2002) (“Congress, through the FDCPA, has legislatively expressed a strong public policy disfavoring dishonest, abusive, and unfair consumer debt

collection practices, and clearly intended the FDCPA to have a broad remedial scope.”).

92. Congress designed the FDCPA to be enforced primarily through private parties – such as plaintiff – acting as “private attorneys general.” See S. Rep. No. 382, 95th Con. 1st Sess. 5, (“[t]he committee views this legislation as primarily self-enforcing; consumers who have been subject to debt collection abuses will be enforcing compliance”); and *Jacobson v. Healthcare Fin. Servs.*, 516 F.3d 85, 91 (2d Cir. 2008) (“[i]n this way, the FDCPA enlists the efforts of sophisticated consumers like [Plaintiff] as ‘private attorneys general’ to aid their less sophisticated Counterparts, who are unlikely themselves to bring suit under the Act, but who are assumed by the Act to benefit from the deterrent effect of civil actions brought by others.”).

93. The actions of Kavulich enumerated above constitute an attempt to collect a debt or were taken in connection with an attempt to collect a debt within the meaning of the FDCPA.

94. Kavulich violated the following sections of the FDCPA: 15 U.S.C. §§ 1692e and 1692f. By way of example and not limitation Defendant violated the FDCPA by taking the following actions in an attempt to collect a debt or in connection with an attempt to collect a debt: using false, deceptive, or misleading representations or means; misrepresenting the character, amount, or legal status of the debt; misrepresenting the services rendered or compensation which may be lawfully received; false representation or implication that any individual is an attorney or that any communication is from an attorney; threatening to take and actually taking an action prohibited by law; communicating or threatening to communicate to any person, credit information which is known or which should be known to be false; using any false, deceptive, or misleading representations or means; using unfair or unconscionable means; and collecting or seeking to collect any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the

debt or permitted by law.

E. COUNT # 2: Conversion (Against All Defendants)

95. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

96. The elements of conversion in New York State include: 1) having a possessory interest in property; and 2) having the possessory interest taken or interfered with by another in a manner that is contrary to the possessor's rights.

97. Property subject to conversion includes readily identifiable funds from a bank account.

98. Defendants intentionally and without authority, assumed and exercised control over Mr. Prage's money, interfering with his right to possession of the same, by: a) causing Mr. Prage's bank account to be restrained and b) by causing money to be withdrawn from Mr. Prage's bank account for bank fees.

99. Defendants' improper restraint of Mr. Prage's money, which harmfully interfered with Mr. Prage's right to control his own property, constitutes conversion.

100. For the reasons stated in the above Statement of Facts, and under the aforementioned Counts, Defendants' conduct is gross, wanton or deliberate, and demonstrates a high degree of moral culpability. The conduct demonstrates malice, insult, and/or willful or reckless disregard of Mr. Prage's rights, or other aggravated acts. Defendants' conduct evidences a high degree of moral culpability, or is so flagrant as to transcend mere carelessness, or constitutes willful or wanton negligence or recklessness to justify a punitive damage award.

101. For these reasons, Plaintiff is entitled to exemplary and punitive damages, in addition to actual damages. Actual damages are outlined in the above statement of facts, and incorporated by

reference.

**F. COUNT 3: NEW YORK GENERAL BUSINESS LAW
SECTION 349 ET SEQ. (AS TO KAVULICH ONLY)**

102. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

103. New York General Business Law §u349(a) prohibits "deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in this state..."

104. An individual "injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such action." N.Y. Gen. Bus. Law § 349(h). An individual may also be awarded punitive damages.

105. As enumerated above, Kavulich violated N.Y. Gen. Bus. Law § 349 *et seq.* by using deceptive acts and practices in the conduct of their business that have broad impacts on consumers at large. This includes a pattern and practice of filing and maintaining objections to exemptions even in the face of irrefutable documentary evidence that all of the money in a restrained account is exempt from execution. Kavulich engages in this pattern and practice because it is profitable. The purpose of this pattern and practice is to pressure consumers to pay from exempt funds and to cause consumers to default by failing to appear at scheduled hearings.

106. For these reason and for the other reasons stated in the statement of facts, Kavulich's conduct evidences a high degree of moral culpability, or is so flagrant as to transcend mere

carelessness, or constitutes willful or wanton negligence or recklessness to justify a punitive damage award. Defendant's wrongful and deceptive acts caused injury and damages to Plaintiff.

107. As a direct and proximate result of those violations of N.Y. Gen. Bus. Law § 349 *et seq*, Mr. Prage suffered compensable harm and is entitled to preliminary and permanent injunctive relief, and to recover actual, treble, exemplary, and punitive damages, together with costs and attorney's fees.

G. PRAYER

108. WHEREFORE, Plaintiff requests the following relief:

- a. A declaration that Defendants have committed the violations of law alleged in this action;
- c. Actual damages, treble, exemplary, and punitive damages;
- d. Statutory damages under 15 U.S.C. § 1692k and under GBL § 349;
- e. An order awarding disbursements, costs, and attorneys' fees under 15 U.S.C. § 1692k and GBL § 349;
- f. Prejudgment and post judgment interest as allowed by law;
- g. All other relief, in law and in equity, both special and general, to which Plaintiff may be justly entitled.

Dated: Brooklyn, New York
April 2, 2016

Respectfully submitted,
/s/

Susan Shin
NEW ECONOMY PROJECT
121 West 27th Street, Suite 804
New York, NY 10001
Phone: (212) 680-5100
Fax: (212) 680-5104
Email: susan@neweconomynyc.org

/s/

Ahmad Keshavarz
The Law Office of Ahmad Keshavarz
16 Court St., 26th Floor
Brooklyn, NY 11241-1026
Phone: (718) 522-7900
Fax: (877) 496-7809
Email: ahmad@NewYorkConsumerAttorney.com



JPMorgan Chase Bank Court Orders and Levies
P.O. Box 183164
Columbus, OH 43218-3164

Customer Service Information

Phone:	1-866-578-7022
Fax:	1-866-699-0618
Deaf and Hard of Hearing (TDD/TTY):	1-800-242-7383

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN, NY 112265618

Friday, Apr 03, 2015

Federal or state law has required us to place a hold on your Chase account(s)

Dear ROMAIN PRAGE:

We recently received the enclosed Restraining Notice in the amount of \$10,115.40 which enforces a legal judgment against you. This Restraining Notice requires, among other things, that we place a hold on your deposits for up to twice the amount of the judgment. This means that you aren't able to use or withdraw any amount(s) less than or equal to the amount of the hold until the hold is released. However, certain funds in your account are exempt from this hold according to New York law.

Account Number (Last Four Digits)	Product Type	Amount of Hold*
3976	Savings	\$20,230.80

*The hold amount may be greater or less than the balance in your Chase accounts.

If you think we placed this hold on your account(s) by mistake, please call us at the phone number above.

We know this situation is difficult because you can't access these funds in your account. Although we're not permitted to give you legal advice, we are providing some information in this letter to explain how your account is affected and to help you understand your options.

Understanding How Your Account is Affected

The amount that has a hold on it stays in your account, but you cannot use it for withdrawals, payments or any other reason.

Additionally, please note the following:

- If checks you've written are returned because your account doesn't have available funds, we may charge you an Overdraft Fee or Insufficient Funds Fee for each returned check. We would like to help you avoid these fees. Please call us at the number at the top of this letter to discuss your options.
- We may temporarily turn off your debit/ATM card and may have disconnected your Overdraft Protection service. Please call us at 1-800-935-9935 for the status of these features on your account.
- We may charge you a Legal Processing Fee of \$75.00 for processing the Restraining Notice.

Understanding Your Options

There may be options available to you to get some of your money back and to have the hold on your account released. These options are outlined in the rest of the letter.

Getting your money back

You may be able to reduce the amount of the hold. New York law gives you the right to withdraw certain funds from **personal** bank accounts:

- **Up to \$2,750**, if your account contains directly-deposited, exempt benefits, like: Social Security, Supplemental Social Security (SSI), Veterans benefits, disability, pensions, child support, spousal maintenance, workers compensation, unemployment insurance, Public Assistance, Railroad Retirement benefits and Black Lungs benefits.
- **Up to \$2,100**, for all other personal accounts.

You can withdraw the applicable amount shown above **one time** from your account(s) at any of our Chase branches. However, the hold on your account is still in place and you will not be able to use or withdraw more than the amounts listed above.

The right to withdraw the funds listed above doesn't apply for business accounts. It also doesn't apply if the account(s) has been restrained to collect child support or spousal maintenance or tax arrears or other debts owed to the federal, state or local government(s).

Additional funds in your account may also be exempt from the hold. Please see the enclosed Exemption Notice and Exemption Claim Form for details.

Releasing the hold on your account(s)

The hold will remain on your account(s) for one year unless it's released sooner. The hold can be released within a year for these two reasons:

- We receive a court order or a written release from the judgment creditor's attorney, or
- We receive the enclosed Exemption Claim Form from you and the judgment creditor's attorney doesn't object to the release.

The Exemption Claim Form can be used to claim the additional funds in your personal account that are exempt from restraint or seizure. If you want to claim an exemption, here's what you'll need to do:

- Fill out the two forms by following the instructions printed on them.
- Return one completed form to Chase and the other to the judgment creditor's attorney **within 20 days** of this letter's postmark.

If you send us a completed Exemption Claim Form and we do not receive an objection from the judgment creditor's attorney within **seven days** from the date we receive your Exemption Claim Form, we will release the hold on your account.

You can't use the Exemption Claim Form for business accounts or if your account has been restrained to collect child support maintenance or tax arrears or other debts owed to the federal, state or local government(s).

If you have any questions about the Restraining Notice or if you would like to ask for a written release of your funds, please call the judgment creditor's attorney at (914)355-2074 or the court at the phone number on the enclosed Restraining Notice. If they agree to send us a written release, please ask the judgment creditor's attorney to fax it to us at 1-866-699-0618 for the fastest service. Or, the attorney or the court can mail the release to us at the address listed on the first page of this letter.

Legal advice

If you need legal advice, you should speak to an attorney. If you're unable to afford a private attorney, you can visit the Legal Services Corporation's website at www.lsc.gov to find out where to go in your area for help.

We hope this information was helpful and you're able to resolve this difficult matter soon. If you have questions, please call us toll-free at 1-866-578-7022. We're here to help you Monday through Friday from 8 a.m. to 10 p.m., Saturday from 8 a.m. to 8 p.m. and Sunday from 9 a.m. to 5 p.m. Eastern Time.

Sincerely,

Steven J. Criswell
Steven J. Criswell
Executive Director
Chase Customer Service

Enclosed:

Restraining Notice
Exemption Notice
Exemption Claim Form

Civil Court of the City of New York
County of Kings

SJ Cooper Realty, LLC

File No 13255
Index No. 114716/10

Plaintiff - Judgment Creditor,

-VS-

EXEMPTION CLAIM FORM

Romaine E Prage (Guarantor)
077-86-3696

Defendant(s) - Judgment Debtor(s)

NAME AND ADDRESS OF JUDGMENT CREDITOR OR ATTORNEY

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ADDRESS A

ADDRESS B

KAVULICH & ASSOCIATES, P C
181 Westchester Avenue, Suite 500C
Port Chester, NY 10573
(914) 355-2074

JP MORGAN CHASE BANK
PO BOX 183164
Subpoena Compliance
Columbus, OH 43218-3164

Directions To claim that some or all of the funds in you account are exempt, complete both copies of this form, and make one copy for yourself Mail or deliver one form to ADDRESS A and one form to ADDRESS B within twenty days of the date on the envelope holding this notice

*****If you have any documents such as an award letter, an annual statement from your pension, pay stubs, copies of checks or bank records showing the last two months of account activity, include copies of those documents with this form Your account may be released more quickly

I state that my account contains the following type(s) of funds (check all that apply)

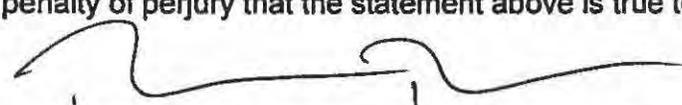
- Social Security
- Social Security Disability (SSD)
- Supplemental Security Income (SSI)
- Public assistance
- Wages while receiving SSI or public assistance
- Veterans benefits
- Unemployment insurance
- Payments from pensions and retirement accounts
- Income earned in last 60 days (90% of which is exempt)
- Child support
- Spousal support or maintenance (alimony)
- Workers' compensation benefits
- Railroad retirement or Black lung benefits
- Other (describe exemption) _____

I request that any correspondence to me my claim be sent to the following address

420 Marlborough Road Brooklyn, New York 11226
(FILL IN YOUR COMPLETE ADDRESS)

I certify under penalty of perjury that the statement above is true to the best of my knowledge and belief

4-4-15
DATE


SIGNATURE OF JUDGMENT DEBTOR



New York State Department of Labor
Andrew M. Cuomo, Governor
Peter M. Rivera, Commissioner

077-86-3696

October 2014

CSU

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN NY 11226 5618

Dear ROMAIN PRAGE

I am writing to you today with good news. As a result of Unemployment Insurance reforms passed by the legislature and signed into law by Governor Andrew M. Cuomo, the maximum and minimum weekly Unemployment Insurance benefit rates will increase on Monday, October 6, 2014. The minimum rate will increase from \$64 to \$100 and the maximum rate will increase from \$405 to \$420.

This means that effective the week ending October 12, 2014, your weekly benefit rate will increase from \$405 to \$420. You are eligible for this rate increase because:

- You have not exhausted your right to regular benefits;
- Your benefit year has not expired; and either
 - ✓ Your current benefit rate equals the current maximum and you have the necessary earnings for a higher benefit rate; or
 - ✓ Your current benefit rate is \$64 through \$99.

This is the only official notice you will receive about this benefit rate increase. You will not receive a revised Monetary Benefit Determination form showing the new rate. This increase is automatic; no further action on your part is needed for it to take effect.

For more information about how your benefit rate is calculated, please see the FAQs on our website at www.labor.ny.gov/BenefitRateFAQ or check the claimant handbook on our website at www.labor.ny.gov/UIhandbook.

Sincerely,

Peter M. Rivera
Commissioner

W. Averell Harriman State Office Campus
Building 12, Room 500, Albany, NY 12240
www.labor.ny.gov



NEW YORK STATE
DEPARTMENT OF LABOR
PO BOX 15130
ALBANY NY 12212-5130

Date Mailed:	04/18/14
Social Security #:	077-86-3686
Claim Effective / Start Date:	04/14/14
Benefit Year Ending Date:	04/18/15
Weekly Benefit Rate:	\$405.00

**UNEMPLOYMENT INSURANCE
Monetary Benefit Determination**

If the address to the right is not your current address, please call 888-238-8124. If out of state call 877-358-5308.

ROMAIN PRAGE
420 HARLBOROUGH RD
BROOKLYN NY 11226-5618

Keep This Notice For Your Records.

Why am I receiving this notice?

This is a notification of the employment and earnings information we have on file for you in the State of New York.

Our records indicate that you meet the earnings requirement to qualify for Unemployment Insurance Benefits. If you are approved, you will receive the Weekly Benefit Rate noted above. If not approved, you will receive a separate written notice.

Continue to claim benefits for each week in which you are unemployed by selecting one of the following options:

- Access the Internet at www.labor.ny.gov
- Call Tel-Service at 1-888-581-5812

Basic Base Period

Your Basic Base Period is: **January 01, 2013 Through December 31, 2013**

Review the breakdown below of employers and earnings that we currently have on file.

EMPLOYER NAME	Basic Base QUARTER 01/01 03/31	Basic Base QUARTER 04/01 06/30	Basic Base QUARTER 07/01 09/30	Basic Base QUARTER 10/01 12/31	Alternate QUARTER 01/01 03/31	TOTAL BASE PERIOD WAGES
	2013	2013	2013	2013	2014	
SURGICARE OF MANHATTAN LLC	8804.47	10857.58	8232.20	10181.81		38286.16
TOTAL BASIC BASE PERIOD WAGES	8804.47	10857.58	8232.20	10181.81		38286.16

How was my Weekly Benefit Rate calculated?

Note: If you wish to use any wages which may appear in the Alternate Quarter you must complete and return the form entitled "request for Alternative Base period" (see Claimant Handbook)

Your Weekly Benefit Rate was calculated using your high quarter wages from above.

High Quarter Wages = \$ 10,957.58 divided by 26 = \$ 421.44	\$ 405.00
Less Pension Reduction	0.00
Less Worker's Compensation Reduction	0.00
Total Net Weekly Benefit Rate	\$ 405.00

All calculated Weekly Benefit Rates are in whole dollars.
The Maximum Gross Benefit Rate for the State of New York is \$405.00.
For claims effective 1/8/14 and later, if you only have two or three quarters of earnings in your base period and your high quarter is greater than \$4000, your high quarter wages will be calculated based on the average of your two highest quarters.

What is the maximum amount of benefits I can receive?

Although your claim lasts one year (your benefit year), during that time you can only receive up to 26 times your Total Net Weekly Benefit Rate.

Is all your wage information reported correctly? If not, see the enclosed Appendix for assistance.



For questions about this notice, call 888-209-8124 or if out of state call 877-358-5308



For additional information visit our website: <http://labor.ny.gov/unemploymentassistance.shtml>



For assistance, review your Claimant's Handbook

Path to Speak to an Agent about your Claim

- ① • Call 1-888-209-8124 (1-877-358-5306 from outside of NYS)
- Hear "Welcome to the New York State Department of Labor's Unemployment Insurance claim line. To continue in English, press 1 Bienvenido a la línea telefónica de Reclamos del Seguro por Desempleo del Estado de Nueva York. Para continuar en español, oprima el número dos.
- You will hear an informational message, which can change from time to time.
- ⑨ • For information about fraud alerts, press 1 To continue to the main menu, press 9. **CHOOSE OPTION 9 FOR THE MAIN MENU.**
- Hear For quality assurance, your call may be monitored or recorded. Please choose one of the following selections. To enter your representative's telephone extension number press 1 To complete your claim that was already begun on our website, press 2. To file a new claim, press 3. For contact information or to listen to quick answers about your payment options and Unemployment Insurance, press 4. To ask a question about a claim you have already filed, press 5. For PIN or address change, or for questions regarding your 1099 form, press 6. To repeat your choices, press 9." **CHOOSE OPTION 5.**
- ⑤ • Hear "Remember, our website provides detailed and updated information about unemployment insurance benefits. You can claim weekly benefits, check the status of your payments, print out a history of your claim, and obtain the answers to frequently asked questions about the unemployment insurance program. All this is available on our website, www.labor.ny.gov."
- SS/ • Hear: "New York State Department of Labor is an equal opportunity employer program provider. Auxiliary aids and services are available upon request to individuals with disabilities."
- pin • Hear: "Before we get started, I need to collect some information. Please enter your nine digit Social Security number using your telephone keypad. If the number you entered is XXX-XX-XXXX, press 1 If no, press 2."
- Hear: "Now, enter your four-digit PIN using your telephone keypad."

If caller has an active claim on file:

- ⑤ • Hear: "You currently have a valid claim on file. You can check your claim status by going online at www.labor.ny.gov or by calling Tel-Service at 1-888-581-5812 for New York State residents, or 1-888-864-9920 for out of state residents. If you have other questions, please remain on the line and you will be given additional menu options. Please hold
- Hear: "To change your name, address, or phone number, press 1 If you forgot your PIN or wish to set a new one, press 2. To begin or cancel the withholding of Federal income tax from your benefits, press 3. To begin or cancel the withholding of New York State income tax from your benefits, press 4. For all other questions, press 5. To repeat your choices, press 6. To end this call, please press 9." **CHOOSE OPTION 5.**
- ② • Hear: "If you are calling about the status of payments, press 1 If you have a question about claiming your weekly benefits, press 2. If you are calling about the status of your claim, press 3. To repeat your choices, press 4. To end this call, press 9. **CHOOSE OPTION 3.**

12/11/2014

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS PART 34

INDEX NO. 114716/10
FILE NO. 13255

-----X
SJ COOPER REALTY LLC.

Plaintiff,

NOTICE OF MOTION

- against -

POST- POSSESSION
MONEY ENFORCEMENT

ROMAINE E. PRAGE (GUARANTOR),
TAISHA DEAN,
JP MORGAN CHASE BANK, N.A.

Defendants.

-----X
Gary Kavulich, Esq. an attorney duly admitted to practice law before the Courts of the State of New York hereby affirms the following under the penalty of perjury pursuant to CPLR 2106.

- 1 I am a member of the law office of Kavulich & Associates, P.C. attorneys for the Plaintiff herein, and as such, I am fully familiar with the facts and circumstances of the within proceeding, except as to those matters stated to be based upon information and belief, and as to those matters, I believe them to be true. The basis of my belief is information furnished to me by my client, information contained within the Court's file, and information contained within the file as maintained by your affirmant's office.
- 2 I make this affirmation in support of the instant motion for an Order directing JP Morgan Chase Bank, N.A. (hereinafter "the Bank") to release to the Plaintiff all non-exempt funds presently held by the Bank in the Defendant/Judgment Debtors' account(s) (hereinafter "Defendant") and for such other and further relief as to this court may seem just and proper
- 3 The within proceeding was commenced by the Plaintiff against the Defendants in the Civil Court of the City of New York, County of Kings, under the instant index number
- 4 The matter was settled pursuant to a stipulation executed by all the parties on or about June 30, 2011, wherein the Defendants were to make certain monthly payments to the Plaintiff.
- 5 Thereafter, the Defendants defaulted in making said payments and Plaintiff obtained a money judgment on or about March 22, 2012, against the Defendants in the sum of \$10,115.40. Annexed hereto as Exhibit "1" is a copy of said judgment.

6. Thereafter your affirrant's office began execution measures to collect on the outstanding judgment.
7. As a part of those execution measures, your affirrant's office served upon the Bank a retraining notice with information subpoena on or about March 26, 2015.
8. Thereafter, our offices were notified that a bank account of Judgment-debtor/Defendant Romaine E. Prage (Guarantor) had been restrained containing \$7825.00. Annexed hereto as Exhibit "2" is a copy of the Bank's response.
9. Thereafter, on or about April 13, 2015, your affirrant received an Exemption Claim Form from the Defendant. Annexed hereto as Exhibit "3" is a copy of said Exemption Claim Form.
10. As a part of his Exemption Claim, the Defendant alleges that monies being deposited into said account(s) contain funds from unemployment insurance. Please see aforementioned Exhibit "3".
11. However, while said account(s) may contain some of such monies, assuming for this moment that said claim is true, there is no accounting of the funds in the account(s). Please see aforementioned Exhibit "3".
12. Defendant's claim for exemption that she should not have her account garnished because it contains funds from unemployment cannot be granted as there is no accounting of the funds in the subject account(s). Please see aforementioned Exhibit "3".
13. Moreover, Defendant has not offered a bank statement or any alternative proof that the monies stated in the account(s) consist of only exempt funds.
14. If the funds were/are co-mingled with non-exempt funds, the law clearly states that the otherwise exempt funds lose their protected status.
15. Thereafter, and pursuant to the directive in said Exemption Claim Form, your affirrant's office caused to be served upon the Bank a copy of this motion as an Objection to the Claimed Exemption. Annexed hereto as Exhibit "4" is a copy of the cover page and facsimile transmittal form illustrating the service of said Objection.
16. Without comprehensive proof of what funds are in the subject account(s) and that they meet the statutory requirements entitling those funds to an

exemption, Plaintiff/Judgment-Creditor is entitled to any non-exempt funds to satisfy the underlying judgment.

- 17. Since entry of the judgment, no monies have been paid by the Defendants or any other source.
- 18. No prior application for the relief requested herein has been made.

WHEREFORE, your affirgant respectfully requests that the within motion be granted in all respects and for such other and further relief as to this Court may seem just and proper

Dated. Port Chester, NY
April 16, 2015



Kavulich & Associates, P.C.
By: Gary Kavulich, Esq.
Attorneys for Plaintiff
181 Westchester Ave., Suite 500C
Port Chester, NY 10573
(914) 355-2074

EXHIBIT 1

Kings County Civil Court
Civil Judgment

Plaintiff(s):
SJ COOPER REALTY LLC

vs.

Defendant(s):
ROMAINE E. PRAGE -GUARANTOR;
TAISHA DEAN

File 13255

Index Number: CV-114716-10/KI

Judgment issued: Per Stipulation

On Motion of:

KAVULICH & ASSOCIATES, P.C.
30 CHURCH STREET SUITE 25, New
Rochelle, NY 10801

Amount claimed	\$8,915.54	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$600.00	Consumer Credit Fee	\$0.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$25.00	Enforcement Fee	\$40.00
Interest 03/01/2010 at 9%	\$1,539.86	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$150.00	Jury Demand Fee	\$0.00		
Total Damages	\$9,855.40	Total Costs & Disbursements	\$260.00	Judgment Total	\$10,115.40

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) SJ COOPER REALTY LLC
89 COOPER STREET Brooklyn, NY 11207

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) ROMAINE E. PRAGE -GUARANTOR
420 MARLBOROUGH ROAD, APT 1 Brooklyn, NY 11226-5618
(2) TAISHA DEAN
428 Hinsdale Street, Brooklyn, NY 11207

Judgment entered at the Kings County Civil Court, 141 Livingston Street, Brooklyn, NY 11201 in the STATE OF NEW YORK in the total amount of \$10,115.40 on 03/22/2012 at 10:01 AM.

Judgment sequence 1

Carol Alt

Carol Alt, Chief Clerk Civil Court

13255

EXHIBIT 2

04/16/2015 15:09
JPMorgan Chase

#6741 P 010/022

13255

Friday, Apr 03, 2015
Attorney's Response Letter

CHASE
Court Orders and Levies
P.O. Box 183164
Columbus, OH 43218-3164
Phone: 1-866-578-7022
Fax: 1-866-699-0618

GARY KAVULICH ESQ
181 WESTCHESTER AVENUE SUITE 500C
PORT CHESTER, NY 10573

Re: **SJ COOPER REALTY LLC vs ROMAINE E PRAGE , et al. (11471610)**

Index #	11471610	Bank File No	COAL-30Mar15-287
Employer	Apollo inc Apollo inc	SSN/TIN	3696

To expedite a response to your document we are using this method of reply

Judgment Debtor Address:

ROMAINE E PRAGE

Memo:

Accounts which are not held.

Account Number	2792	The balance is below the State Exemption requirement and will not be held
----------------	------	---

Accounts which are held.

Amount Held	\$20,230.80
Amount Captured	\$7,825.00
Account Number	3976
Account Title	ROMAIN PRAGE
Account Type	Savings
Account Relationship	Sole Owner
Account Status	OPEN
Account Closed Date (if Any)	
Comments	ROMAIN PRAGE

The amount captured may be subject to exemption claims, including amounts the customer may withdraw immediately under New York law.

JESSICA L ALDERSON
Court Orders and Levies Department

These responses are based upon a search of data contained in JPMorgan Chase's centralized customer identification and account information system. That system may not necessarily capture all relevant information concerning the judgment debtor(s) or accounts. Please be advised, the Actual Amount Held is subject to bank charges, fees, right to setoff, and right of charge back.

04/16/2015 15:09
JPMorgan Chase

4/16/2015 2:00 PM

#6741 P 011/022

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

Residing at County of Bexar State of TEXAS

My commission expires _____



To: Fax Recipient
Company:
Fax: 9143552078
Phone:

From 8666990618
Fax: 8665787022
Phone:
E-mail:

NOTES:

Please find attached

Feel free to contact us if you have any questions.

Date and time of transmission: 4/16/2015 2:38:12 PM
Number of pages including this cover sheet: 3

EXHIBIT 3

JPMorgan Chase 4/1/2015 10 32 58 AM PAGE 8/018 Fax Server

Civil Court of the City of New York
County of Kings

Sr Cooper Realty LLC

Plaintiff - Judgment Creditor,

-vs-

Romaine R Frage (Guarantor)
077-85-3536

Defendant(s) - Judgment Debtor(s)

File No 13255
Index No. 114716/10

EXEMPTION CLAIM FORM

NAME AND ADDRESS OF JUDGMENT CREDITOR OR ATTORNEY ADDRESS A

RAVULICH & ASSOCIATES, P C
181 Westchester Avenue, Suite 500C
Port Chester NY 10873
(914) 355-2074

NAME AND ADDRESS OF FINANCIAL INSTITUTION ADDRESS B

JP MORGAN CHASE BANK
PO BOX 163164
Subpoena Compliance
Columbus OH 43218-3164

Directions. To claim that some or all of the funds in your account are exempt, complete both copies of this form, and make one copy for yourself. Mail or deliver one form to ADDRESS A and one form to ADDRESS B within twenty days of the date on the envelope holding this notice.

If you have any documents such as an award letter, an annual statement from your pension, pay stubs, copies of checks or bank records showing the last two months of account activity, include copies of those documents with this form. Your account may be released more quickly.

I state that my account contains the following type(s) of funds (check all that apply)

- Social Security
- Social Security Disability (SSD)
- Supplemental Security Income (SSI)
- Public assistance
- Wages while receiving SSI or public assistance
- Veterans benefits
- Unemployment insurance
- Payments from pensions and retirement accounts
- Income earned in last 60 days (80% of which is exempt)
- Child support
- Spousal support or maintenance (alimony)
- Workers' compensation benefits
- Railroad retirement or Black lung benefits
- Other (describe exemption)

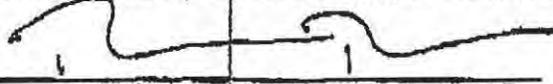
I request that any correspondence to me my claim be sent to the following address.

420 Marlborough Road, Brooklyn, New York 11216
(FILL IN YOUR COMPLETE ADDRESS)

I certify under penalty of perjury that the statement above is true to the best of my knowledge and belief

believe

4/15
DATE



SIGNATURE OF JUDGMENT DEBTOR

04/18/2015 15:10

#6741 P 015/022

Apr 13 2015 11:51 AM JP Morgan Chase 614 248 0700

1/3



Fax cover sheet

Date: 04/13/2015

No. of pages, including this cover sheet: 3

To: Kavulich & Assoc PC

Sent From: JPMorgan Ches COAL

Fax #: (014) 355-2078

Telephone: 888-578-7022

Message:

Please see attached for returned exemption claim form. Index #: 114718/10

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Confidentiality Notice: This transmission is intended for the use of the individual or entity to which it is addressed. This transmission may contain information that is confidential or privileged under law. If you are not the intended recipient, you have received this in error and you are hereby notified that retention, dissemination, distribution, copying, or use of the information contained in this transmission (including any reliance thereon) is strictly prohibited. If you received this transmission in error, please notify the sender immediately by telephone and destroy the original. Thank you.

M0808-01 (08/08)



April 13, 2015

JPMorgan Chase Court Orders and Levies
PO BOX 183164
COLUMBUS OH 43218

Customer Service Information

Telephone	888-578-7022
Fax	866-699-0618

NOTICE TO JUDGMENT CREDITOR'S ATTORNEY OF RECEIPT OF EXEMPTION CLAIM FORM

To: Kavulich & Assoc PC
181 Westchester Ave, Ste 500C
Port Chester, NY 10573

Re: Restraining Notice Issued in case entitled, S.J Cooper Realty LLC v Romaine E Prage in the Civil Court of Kings County, New York, Index Number 114716/10, Relating to Property of Romaine E Prage (Judgment Debtor).

We have received an Exemption Claim Form from the above-referenced Judgment Debtor. Unless we receive an Objection to Exemption Claim from you no later than Tuesday, April 21, 2015, the hold imposed by the above-referenced order will be automatically released, pursuant to New York law.

A copy of the Exemption Claim Form is attached.

Thank you,

Court Orders and Levies

COAL-30Mar15-287



New York State Department of Labor
Andrew M. Cuomo, Governor
Peter M. Rivera, Commissioner

077-56-3696

October 2014

CSU

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN NY 11226 5618

Dear ROMAIN PRAGE

I am writing to you today with good news. As a result of Unemployment Insurance reforms passed by the legislature and signed into law by Governor Andrew M. Cuomo, the maximum and minimum weekly Unemployment Insurance benefit rates will increase on Monday, October 6, 2014. The minimum rate will increase from \$64 to \$100 and the maximum rate will increase from \$405 to \$420.

This means that effective the week ending October 12, 2014, your weekly benefit rate will increase from \$405 to \$420. You are eligible for this rate increase because:

- You have not exhausted your right to regular benefits;
- Your benefit year has not expired; and either
 - ✓ Your current benefit rate equals the current maximum and you have the necessary earnings for a higher benefit rate; or
 - ✓ Your current benefit rate is \$64 through \$99.

This is the only official notice you will receive about this benefit rate increase. You will not receive a revised Monetary Benefit Determination form showing the new rate. This increase is automatic, no further action on your part is needed for it to take effect.

For more information about how your benefit rate is calculated, please see the FAQs on our website at www.labor.ny.gov/BenefitRateFAQ or check the claimant handbook on our website at www.labor.ny.gov/UIhandbook.

Sincerely,

Peter M. Rivera
Commissioner

W. Averell Harriman State Office Campus
Building 12, Room 500, Albany, NY 12240
www.labor.ny.gov

L 403R (10-14)

000

04/03/2016 22 58 FAX 13477157780

023

04/21/2015 14:58 FAX 13477157780



NEW YORK STATE
DEPARTMENT OF LABOR
PO BOX 15130
ALBANY NY 12212-5130

Date Mailed:	04/16/14
Social Security #:	077-86-3686
Claim Effective / Start Date:	04/14/14
Benefit Year Ending Date:	04/18/16
Weekly Benefit Rate:	\$406.00

**UNEMPLOYMENT INSURANCE
Monetary Benefit Determination**

If the address to the right is not your current address, please call 888-209-8124, or if out of state call 877-358-5308.

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN NY 11226-5618

Keep This Notice For Your Records.

Why am I receiving this notice?

This is a notification of the employment and earnings information we have on file for you in the State of New York.

Our records indicate that you meet the earnings requirement to qualify for Unemployment Insurance Benefits. If you are approved, you will receive the Weekly Benefit Rate noted above. If not approved, you will receive a separate written notice.

Continue to claim benefits for each week in which you are unemployed by selecting one of the following options:

- Access the Internet at www.labor.ny.gov
- Call Tel-Service at 1-888-581-5812

Basic Base Period

Your Basic Base Period is: **January 01, 2013 Through December 31, 2013**

Review the breakdown below of employers and earnings that we currently have on file.

EMPLOYER NAME	Basic Base QUARTER 2013		Alternate QUARTER 2014		TOTAL BASIC BASE PERIOD WAGES						
	01/01	03/31	04/01	06/30	07/01	09/30	10/01	12/31	01/01	03/31	
SURGICARE OF MANHATTAN LLC	8804.47		10957.58		8232.20		10181.81				38286.16
TOTAL BASIC BASE PERIOD WAGES	8804.47		10957.58		8232.20		10181.81				38286.16

How was my Weekly Benefit Rate calculated?

Your Weekly Benefit Rate was calculated using your high quarter wages from above.

High Quarter Wages = \$ 10,957.58 divided by 26 = \$ 421.44	\$ 405.00
Less Penalty Reduction	0.00
Less Worker's Compensation Reduction	0.00
Total Net Weekly Benefit Rate	\$ 405.00

Note: If you wish to use any wages which may appear in the Alternate Quarter you must complete and return the form entitled "request for Alternative Base period" (see Claimant Handbook)

All calculated Weekly Benefit Rates are in whole dollars. The Maximum Gross Benefit Rate for the State of New York is \$406.00. For claims effective 1/8/14 and later, if you only have two or three quarters of earnings in your base period and your high quarter is greater than \$4000, your high quarter wages will be calculated based on the average of your two highest quarters.

What is the maximum amount of benefits I can receive?

Although your claim lasts one year (your benefit year), during that time you can only receive up to 26 times your Total Net Weekly Benefit Rate.

Is all your wage information reported correctly? If not, see the enclosed Appendix for assistance.



For questions about this notice, call 888-209-8124 or if out of state call 877-358-5308



For additional information visit our website: <http://labor.ny.gov/unemploymentassistance.shtml>



For assistance, review your Claimant's Handbook

04/04

04/03/2015 22 58 FAX 13477157780

Path to Speak to an Agent about your Claim

- ① • Call 1-888-209-8124 (1-877-358-5306 from outside of NYS)
- Hear: "Welcome to the New York State Department of Labor's Unemployment Insurance claim line. To continue in English, press 1. Bienvenido a la línea telefónica de Reclamos del Seguro por Desempleo del Estado de Nueva York. Para continuar en español, oprima el número dos.
- You will hear an informational message, which can change from time to time.
- ⑨ • For information about fraud alerts, press 1. To continue to the main menu, press 9. **CHOOSE OPTION 9 FOR THE MAIN MENU.**
- Hear: "For quality assurance, your call may be monitored or recorded. Please choose one of the following selections. To enter your representative's telephone extension number, press 1. To complete your claim that was already begun on our website, press 2. To file a new claim, press 3. For contact information or to listen to quick answers about your payment options and Unemployment Insurance, press 4. To ask a question about a claim you have already filed, press 5. For PIN or address change, or for questions regarding your 1099 form, press 6. To repeat your choices, press 9." **CHOOSE OPTION 5.**
- ⑤ • Hear: "Remember, our website provides detailed and updated information about unemployment insurance benefits. You can claim weekly benefits, check the status of your payments, print out a history of your claim, and obtain the answers to frequently asked questions about the unemployment insurance program. All this is available on our website, www.labor.ny.gov."
- SS/ • Hear: "New York State Department of Labor is an equal opportunity employer program provider. Auxiliary aids and services are available upon request to individuals with disabilities."
- PIN • Hear: "Before we get started, I need to collect some information. Please enter your nine digit Social Security number using your telephone keypad. If the number you entered is XXX-XX-XXXX, press 1. If no, press 2."
- Hear: "Now, enter your four-digit PIN using your telephone keypad."

If caller has an active claim on file:

- ⑤ • Hear: "You currently have a valid claim on file. You can check your claim status by going online at www.labor.ny.gov or by calling Tel-Service at 1-888-581-5812 for New York State residents, or 1-888-864-9920 for out of state residents. If you have other questions, please remain on the line and you will be given additional menu options. Please hold."
- ③ • Hear: "To change your name, address, or phone number, press 1. If you forgot your PIN or wish to set a new one, press 2. To begin or cancel the withholding of Federal income tax from your benefits, press 3. To begin or cancel the withholding of New York State income tax from your benefits, press 4. For all other questions, press 5. To repeat your choices, press 6. To end this call, please press 9." **CHOOSE OPTION 5.**
- Hear: "If you are calling about the status of payments, press 1. If you have a question about claiming your weekly benefits, press 2. If you are calling about the status of your claim, press 3. To repeat your choices, press 4. To end this call, press 9. **CHOOSE OPTION 3.**

12/11/2014

0000

04/03/2015 22:59 FAX 13477157780

025

04/21/2015 14:58 FAX 13477157780

EXHIBIT 4

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX. PART 34

INDEX NO. 13186/13
FILE NO. 17994

-----X
2185 INC.

Plaintiff,

AFFIRMATION OF SERVICE

- against -

ROMAINE E. PRAGE (GUARANTOR),
TAISHA DEAN,
JP MORGAN CHASE BANK, N.A.,

Defendants.
-----X

Gary Kavulich, Esq., an attorney duly admitted to practice law before the courts of the State of New York hereby affirms the following under the penalty of perjury

On April 16, 2014, I served the within Notice of Motion upon Romaine E. Prage (Guarantor) and Taisha Dean, the Defendants/Judgment-Debtors in this action, and JP Morgan Chase Bank, N.A. by depositing a true copy in a post paid envelope addressed to:

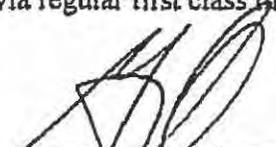
Romaine E. Prage (Guarantor)
420 Marlborough Road
Brooklyn, NY 11226

Taisha Dean
428 Hinsdale Street
Brooklyn, NY 11207

JP Morgan Chase Bank, N.A.
Court Orders & Levies Department
PO Box 183164
Columbus, OH 43218

And Via Facsimile to JP Morgan Chase Bank @ (866) 699-0618

in an official depository under the exclusive dominion and control of the United States Postal Service within the State of New York via regular first class mail with certificate of mailing.



Gary Kavulich, Esq.

INDEX NO. 114716/10

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS: PART 34

SJ COOPER REALTY LLC.

Plaintiff,

- against -

ROMAINE E. PRAGE (GUARANTOR),
TAISHA DEAN
JP MORGAN CHASE BANK, N.A.,

Defendants.

NOTICE OF MOTION POST-POSSESSION MONEY ENFORCEMENT

Signature Rule 130-1 1-a



Print Name Beneath -

Gary Kavulich, Esq.

Kavulich & Associates, P.C.
Attorney for Plaintiff
181 Westchester Ave. Suite 500C
Port Chester, NY 10573
(914) 355-2074

WORK COPY

Civil Court of the City of New York
County of **Kings**

Index Number CV-114716-10/KI

ORDER TO SHOW CAUSE

To Vacate a Judgment, restore case to the Calendar, and vacate any liens and income executions involving this defendant on this case

SJ COOPER REALTY, LLC
-against-
ROMAINE E. PRAGE -GUARANTOR... et al.

UPON the annexed affidavit of ROMAINE E. PRAGE, sworn to on April 24, 2015, and upon all papers and proceedings herein:

Let the Claimant(s)/Plaintiff(s) or Claimant(s)/Plaintiff(s) attorney(s) show cause at:

Kings Civil Court
141 Livingston Street
Brooklyn, New York 11201
Part 34 Room 1102
on MAY 8, 2015 at 9:30 AM

or as soon thereafter as counsel may be heard, why an order should not be made:

VACATING the Judgment, restoring to the calendar, vacating any liens and income executions and/or granting such other and further relief as may be just.

PENDING the hearing of this Order to Show Cause and the entry of an Order thereon, let all proceedings on the part of the Claimant(s)/Plaintiff(s), Claimant(s)/Plaintiff(s) attorney(s) and agent(s) and any Marshal or Sheriff of the City of New York for the enforcement of said Judgment be stayed.

SERVICE of a copy of this Order to Show Cause, and annexed Affidavit, upon the:

Claimant(s)/Plaintiff(s) or named attorney(s):
(Judge to Initial)

Sheriff or Marshal:
(Judge to Initial)

_____ by Personal Service by " In Hand Delivery"
_____ by Certified Mail, Return Receipt Requested
 by First Class Mail with official Post Office
Certificate of Mailing

_____ by Personal Service by " In Hand Delivery"
_____ by Certified Mail, Return Receipt Requested
 by First Class Mail with official Post Office
Certificate of Mailing

on or before APRIL 27, 2015, shall be deemed good and sufficient.

PROOF OF SUCH SERVICE shall be filed with the Clerk in the Part indicated above on the return date of this Order to Show Cause.

Attorney(s): Mail to:
KAVULICH & ASSOCIATES, P.C. (Counsel for Pltf)
30 CHURCH STREET SUITE 26
New Rochelle, NY 10801

Mail to:
~~TAISHA DEAN (Def)~~
428 Hinsdale Street
Brooklyn, NY 11207

HON. KATHERINE A. LEVINE
Acting Justice Supreme Court

April 24, 2015

DATE

Hon. Katherine A. Levine, Civil Court Judge, Acting JSC (NYC)

City of New York

Index Number: CV-114716-10/KI

BR REALTY, LLC

Plaintiff(s)

SELF REPRESENTED WRITTEN ANSWER AND VERIFICATION

-against-

MAINE E. PRAGE - GUARANTOR; TAISHA DEAN
Defendant(s)

WRITTEN ANSWER

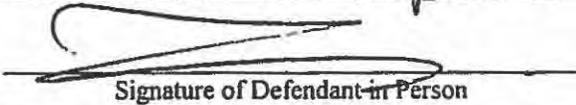
1. TAISHA DEAN, am the Defendant in this action. As my answer to the allegation(s) made in the Complaint, I offer the following:

2. General Denial (*I deny the allegations in the complaint*)

Do dispute the amount that I'm being sued for. If anything I owe maybe \$600.00

3. Counterclaim: \$ 5800 Reason: never received my security deposit and over paid in rent

Date: 03/01/2011



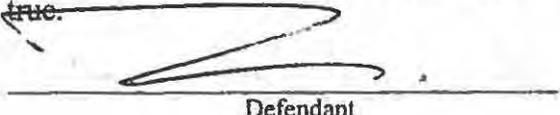
Signature of Defendant in Person

TAISHA DEAN, residing at 428 Hinsdale Street, Brooklyn, NY 11207-

VERIFICATION

State of New York, County of Kings ss:

TAISHA DEAN, being duly sworn, deposes and says: I am the Defendant in this proceeding. I have read the Written Answer and know the contents thereof to be true to my own knowledge except as to those matters stated on information and belief, and as to those matters I believe them to be true.



Defendant

Sworn to before me this 1st day of March 2011
Maudlin Cost

Notary Public / Court Employee and Title

KAVULICH & ASSOCIATES, P.C.
30 CHURCH STREET SUITE 297
New Rochelle, NY 10801-
2011 MAR -1 PM 12:42

For Court Use Only
Initial Calendar Date: _____
Both Sides Notified: _____

Court of the City of New York
COUNTY OF BRONX
Part 30

Index No. 114716/10

STIPULATION OF SETTLEMENT
and
AFFIDAVIT UPON DEFAULT

Cooper Realty, LLC

Claimant(s), Plaintiff(s).

File # 13255
SO ORDERED.

ROMAINE E. PRAGE - ^{against} - GUARANTOR
TATSHA DEAN
Defendant(s).

[Signature]
HOW. NOACH DEAR

STIPULATION OF SETTLEMENT

It is hereby agreed by and between the parties that this claim is settled for the sum of \$ 2500.00, to be paid by ROMAINE E. PRAGE - GUARANTOR (Amount) TATSHA DEAN (Debtor), on or before 7/15/11 (Date) to KAVULICH & ASSOCIATE (Creditor) NEW YORK or as follows:
Westchester Avenue, Suite 500C Portchester (Address)

ON OR BEFORE 7/15/11, Defendants shall pay \$120 2 MONTH ON OR BEFORE THE 15th of every month UNTIL THE DEBT IS SATISFIED. BE CERTAIN TO include File # 13255

Upon such payment all parties shall be released from liability to each other concerning the matters in this dispute. ON ALL UPON DEFAULT 10 DAY NOTICE TO CURE TO DEFENDANTS PAYMENT
In the event Debtor fails to make payment as agreed to above, Creditor, upon completing the Affidavit below setting forth such default, shall be entitled to: (SELECT ONE OPTION)

- a) enter Judgment, without further notice to the Debtor, for the amount (originally sued for) above) less any payments made, together with interest and disbursements. (Cross out inapplicable choice)
- b) restore the case to the calendar for trial.

[Signature] 6/30/11
Signature Date
[Signature] 6-30-11
Signature Date

[Signature] 6/30/11
Signature Date
[Signature] 6/30/11
Signature Date

AFFIDAVIT UPON DEFAULT OF STIPULATION

State of New York, County of _____ SS:

_____, being duly sworn, deposes and says:
(Creditor)

This case was settled as indicated above. The Debtor has failed to comply with the terms of the settlement. I,

(Specify your request)

Sworn to before me this

_____ day of _____, 20____

(Notary Public or Court Employee and Title)
CIV-GP-31 (Revised 1/03)

Signature of Deponent

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

SJ COOPER REALTY LLC,

Index No. 114716/10

Plaintiff
against

ROMAINE E. PRAGE (GUARANTOR),
TAISHA DEAN,
JP MORGAN CHASE BANK, N.A.

Defendants

**AFFIDAVIT OF
ROMAIN PRAGE IN
OPPOSITION TO PLAINTIFF'S
MOTION FOR POST-
POSSESSION MONEY
ENFORCEMENT AND IN
FURTHER SUPPORT OF
DEFENDANT'S ORDER TO
SHOW CAUSE¹**

State of New York, County of New York ss.:

ROMAIN PRAGE, being duly sworn, deposes and says:

1. My name is Romain Prage (not "Romaine" Prage). I am a Defendant in this action.
2. I make this affidavit in opposition to Plaintiff's motion for post-possession judgment enforcement and in further support of my *pro se* Order to Show Cause seeking to vacate the default judgment against me in this matter.
3. In or about December 2010, Plaintiff commenced this action for unpaid rent against Taisha Dean, the actual tenant, and me, as guarantor. The Summons and Complaint are attached as Exhibit A.
4. I was not properly served with the Summons and Complaint. I received the Summons and Complaint in the mail only.
5. On or about March 1, 2011, Ms. Dean and I each appeared and filed an Answer to the Complaint. See Exhibit B.
6. The Court advised Ms. Dean and me that we would be notified of the court date in the mail. However, I never received any notice that a court date had been scheduled.

¹ Prepared with the assistance of attorneys at the New Economy Project, 121 West 27th Street, Suite 814, New York, NY 10001.

7. I just recently learned that according to the “eCourts” search on the courts’ website, there was a court date held in this matter on April 6, 2011 and the case was adjourned to June 30, 2011.
8. I did not attend the April 6, 2011 court date because I did not know about it. I also did not know that the case was adjourned to June 30, 2011.
9. I also just recently learned (from the court file for this lawsuit) that on June 30, 2011, Ms. Dean apparently appeared in court and executed a Stipulation of Settlement in which she agreed to pay \$2,500 in monthly installments of \$150. See Exhibit C.
10. However, I was not present at this June 30, 2011 court date and was not a party to this Stipulation of Settlement. I did not sign this Stipulation of Settlement, nor did I authorize anyone to sign this Stipulation of Settlement or any such agreement on my behalf.
11. The Stipulation of Settlement includes two signatures that are legible – for “Cheryl Renee Johnson” and “Taisha Dean” – and two signatures that are unidentified and illegible. See Exhibit C. **Again, I did not sign the Stipulation of Settlement, and none of the signatures on this document is mine.**
12. **In sum, I never agreed to a settlement in this lawsuit.**
13. In or about January 2012, Plaintiff moved for a default judgment against Taisha Dean and me based on an alleged failure to comply with the Stipulation of Settlement. See Exhibit D.
14. The Stipulation of Settlement states that judgment shall not enter unless the Plaintiff first provides a 10-day notice to cure. See Exhibit C. **However, Plaintiff failed to provide me with a 10-day notice to cure.**
15. In addition, I was unable to find any document in the court file for this lawsuit demonstrating that Plaintiff ascertained that I was not in the military before seeking a judgment against me, though it does include such a document concerning Ms. Dean’s military status.
16. I also never received notice of entry of the judgment in this action.
17. In fact, I did not even know there was a judgment against me until April 2015, when my Chase savings account ending in 3976 was restrained. See Exhibit E.
18. **All of the money in my Chase savings account consists of unemployment benefits, which are entirely exempt from debt collection.**

19. As soon as I discovered that my savings account was restrained, I submitted an Exemption Claim Form to my bank and to Plaintiff, stating that the money in my account consists of exempt Unemployment Insurance benefits and attaching proof of my receipt of exempt funds. See Exhibit F.
20. Plaintiff responded to the Exemption Claim Form by filing a motion for post-possession money enforcement.
21. A hearing was held on April 29, 2015. At the hearing I provided copies of receipts and bank statements showing that my savings account contains only exempt Unemployment Insurance benefits. However, Plaintiff claimed that my proof was insufficient.
22. Accordingly, the Court adjourned the hearing to May 8, 2015, and directed me to provide additional proof, including bank statements, establishing that my restrained account contains only exempt funds. The Court's order is attached as Exhibit G.
23. I now present the following proof that my savings account consists entirely of Unemployment Insurance benefits, which are exempt from debt collection.
 - a. On March 4, 2015, the New York State Department of Labor (NYS DOL) determined that I qualified to receive Unemployment Insurance (UI) benefits in the amount of \$420/week, *retroactive to June 30, 2014*. See **Exhibit H**, Unemployment Insurance Monetary Benefit Determination dated March 4, 2015.
 - b. On March 16, 23, 24, and 25, 2015, the NYS DOL made a series of deposits of my UI benefits into a Chase account set up for this specific and exclusive purpose (with account number ending in 57584), via a NYS DOL "Direct Payment Card" (with account number ending in 7295). (The Chase account ending in 57584 and the Direct Payment Card account ending in 7295 are directly linked.) Because I was entitled to retroactive UI benefits dating back more than eight months, to June 30, 2014, the deposits totaled \$10,665. See the following:
 - i. **Exhibit I**, Account Statements from March and April 2015 for Chase account ending in 57584, listing a series of "DOL UI" deposits; and
 - ii. **Exhibit J**, copy of my New York State Department of Labor Direct Payment Card with account number ending in 7295 and bearing my name and the Chase and MasterCard logos.
 - c. On March 27, 2015, I went to the Chase branch at Newkirk Plaza in Brooklyn and asked Chase to transfer \$5,000 of my UI benefits from my

Chase Direct Payment Card account to my Chase savings account, which Chase did. See the following:

- i. **Exhibit K**, receipt dated March 27, 2015, bearing Chase's "Newkirk Plaza" branch information, and showing a **withdrawal** of \$5,000 at 1:54 p.m. ("13:54") from my NYS DOL Direct Payment Card, *i.e.*, my Chase/MasterCard account ending in 7295; and
- ii. **Exhibit L**, receipt dated March 27, 2015, bearing Chase's "Newkirk Plaza" branch information, and showing a **deposit** of \$5,000 at 1:56 p.m. ("13:56") – two minutes after the above-referenced withdrawal – into my Chase savings account ending in 3976. This receipt also shows that the "present balance" in my savings account was \$5,000, the same amount of the deposit.

(See also **Exhibit I**, the statements for the Chase account directly linked with my Direct Payment Card account, likewise showing a withdrawal of \$5,000 at "Chase Newkirk Plaza" on March 27, 2015.)

- d. A few days later, on March 30, 2015, I went back to the same Chase branch at Newkirk Plaza and asked Chase to transfer another \$5,000 of my UI benefits from my Chase Direct Payment Card account to my Chase savings account, which Chase did. See the following:
 - i. **Exhibit M**, receipt dated March 30, 2015, bearing Chase's "Newkirk Plaza" branch information, and showing a **withdrawal** of \$5,000 at 3:39 p.m. ("15:39") from my NYS DOL Direct Payment Card, *i.e.*, my Chase/MasterCard account ending in 7295; and
 - ii. **Exhibit N**, receipt dated March 30, 2015, bearing Chase's "Newkirk Plaza" branch information, and showing a **deposit** of \$5,000 at 3:41 p.m. ("15:41") – two minutes after the above-referenced withdrawal – into my Chase savings account ending in 3976. This receipt also shows that the "present balance" in my savings account was \$10,000 – the total of this deposit and my March 27, 2015 deposit.

(See also **Exhibit I**, the statements for the Chase account directly linked with my Direct Payment Card account, likewise showing a withdrawal of \$5,000 at "Chase Newkirk Plaza" on March 30, 2015.)

- e. The balance in my Chase savings account as of March 27, 2015 was \$0. My savings account statement shows that, as described above, the only two deposits into this savings account were the two \$5,000 deposits of my

UI benefits that I made on March 27, 2015 and March 30, 2015, when I asked Chase to transfer my UI benefits from my Chase Direct Payment Card account to my savings account. See **Exhibit O**, account statement for my Chase savings account ending in 3976 for period March 27, 2015 through April 3, 2015. (This account statement also shows that on April 3, 2015, I was charged a \$75 legal processing fee for the restraint of my savings account, and paid interest of two cents on the same date, and therefore shows an ending balance of \$9,925.02.)

24. **Given the above proof, the Court should order Plaintiff to release my savings account immediately.** As demonstrated, the entire contents of my savings account are exempt Unemployment Insurance benefits.

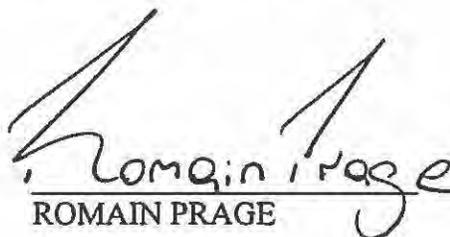
25. **The Court should also vacate the judgment entered against me for the following reasons:**

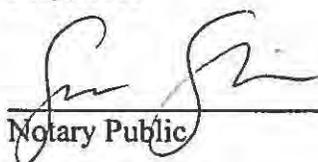
- I was not a party to the Stipulation of Settlement, and therefore cannot be held liable for any alleged failure to comply with it.
- Plaintiff failed to provide me with a 10-day notice to cure, as required by the Stipulation of Settlement, and therefore entry of judgment was improper.
- Plaintiff failed to provide the Court with proof that I was not in the military, and therefore entry of judgment was improper.

26. In addition, by negotiating solely with the tenant, Taisha Dean, and failing to obtain my signature on the settlement stipulation, Plaintiff discharged me as surety or guarantor. Accordingly, I am no longer liable for this alleged debt at all, and the entire case against me should be dismissed.

WHEREFORE, I respectfully request that Plaintiff's motion be denied and my motion be granted in all respects.

Sworn to before me this 7th day of May, 2015


ROMAIN PRAGE



Notary Public

SUSAN SHIN
Notary Public, State of New York
No. 02SH6170241
Qualified in New York County
Commission Expires: July 2, 2015

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

-----X

5J Cooper Realty, LLC,
Plaintiff,

INDEX NO.
FILE NO. 13255.0 114710

-against-

SUMMONS
Place of Venue is Plaintiff's
place of business:

Romaine E. Prage-Guarantor, Taisha Dean,

69 Cooper Street
Brooklyn, NY 11207

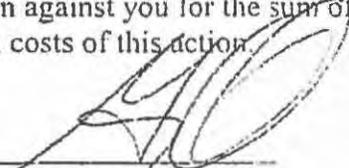
Defendant(s)

-----X

To the above named defendants(s):

YOU ARE HEREBY SUMMONED to appear at the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF KINGS at the office of the clerk of the said Court at 141 Livingston Street, Brooklyn, NY 11201, in the COUNTY OF KINGS, State of New York, within the time provided by law as noted below and to file an answer to the below complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of \$9,415.54 with interest thereon from March 1, 2010 together with costs of this action.

DATED: November 21, 2010


By: Gary Kavulich, Esq.,
Kavulich & Associates, P.C.
Attorney for Plaintiff
30 Church Street
Suite 26
New Rochelle, NY 10801
(914) 355-2074

Defendant's Address:
Romaine E. Prage-Guarantor
420 Marlborough Road, Apt. 1
Brooklyn, NY 11226-5618

Taisha Dean,
70 Weirfield Street Apt. 2B
Brooklyn, NY 11221-5121

Note: The law provides that: (a) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If the summons is served by any means other than personal delivery to you within the City of New York, you must appear and answer within THIRTY days after proof of service thereof is filed with the Clerk of this Court.

A

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

-----X
SJ Cooper Realty, LLC,
Plaintiff,

INDEX NO. 114716110
FILE NO. 13255.0

-against-

Romaine E. Prage-Guarantor, Taisha Dean,

SUMMONS
Place of Venue is Plaintiff's
place of business:

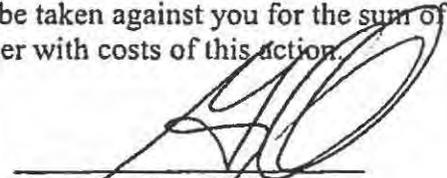
69 Cooper Street
Brooklyn, NY 11207

Defendant(s)

-----X
To the above named defendants(s):

YOU ARE HEREBY SUMMONED to appear at the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF KINGS at the office of the clerk of the said Court at 141 Livingston Street, Brooklyn, NY 11201, in the COUNTY OF KINGS, State of New York, within the time provided by law as noted below and to file an answer to the below complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of \$9,415.54 with interest thereon from March 1, 2010 together with costs of this action.

DATED: November 21, 2010



By: Gary Kavulich, Esq.,
Kavulich & Associates, P.C.
Attorney for Plaintiff
30 Church Street
Suite 26
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(914) 355-2074

Defendant's Address:

Romaine E. Prage-Guarantor
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Brooklyn, NY 11226-5618

Taisha Dean,
70 Weirfield Street Apt. 2B
Brooklyn, NY 11221-5121

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COMPLAINT

FIRST ACTION: Plaintiff seeks to recover damages from defendant(s) for breach of a lease agreement in the sum of \$8,915.54 representing rental arrears for the months of March, 2010 balance of \$294.26; April, 2010 through and including September, 2010 at the agreed monthly sum of \$1,436.88 for the premises known as 69 Cooper Street, Apt.3L Brooklyn, NY 11207 together with costs and disbursements of this action and for such other and further relief as the court may deem just.

SECOND ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$0.00 representing damages together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

THIRD ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$500.00 representing reasonable attorneys fees together with costs and disbursements of this action and for such other further relief as the Court may deem just.

WHEREFORE, Plaintiff demands judgment (A) on the First Action, in the sum of \$8,915.54 plus interest from March 1, 2010 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (B) on the Second Action, in the sum of \$0.00 plus interest from March 1, 2010 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (C) on the Third Action, in the sum of \$500.00 together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

The Plaintiff in this action is NOT required to be licensed by the New York City Department of Consumer Affairs.

City of New York

Index Number: CV-114716-10/KI

REALTY, LLC

Plaintiff(s)

SELF REPRESENTED WRITTEN ANSWER AND VERIFICATION

-against-

ROKAINA E. PRAGE -GUARANTOR; TAISHA DEAN
Defendant(s)

WRITTEN ANSWER

1. TAISHA DEAN, am the Defendant in this action. As my answer to the allegation(s) made in the Complaint, I offer the following.

2. General Denial (I deny the allegations in the complaint)

I do dispute the amount that I'm being sued for. Of anything I owe maybe \$600.00

3. Counterclaim: \$5800 Reason: *never received my security deposit and over paid in rent*

Date: 03/01/2011

[Handwritten Signature]

Signature of Defendant in Person

TAISHA DEAN, residing at 428 Hinsdale Street, Brooklyn, NY 11207-

VERIFICATION

State of New York, County of Kings ss:

TAISHA DEAN, being duly sworn, deposes and says: I am the Defendant in this proceeding. I have read the Written Answer and know the contents thereof to be true to my own knowledge except as to those matters stated on information and belief, and as to those matters I believe them to be true.

[Handwritten Signature]

Defendant

Sworn to before me this 1st day of March 2011
Martin Cost

Notary Public /Court Employee and Title

KAVULICH & ASSOCIATES, P.C.
30 CHURCH STREET SUITE 201
New Rochelle, NY 10801-
2011 MAR -1 PM 12:49

For Court Use Only
Initial Calendar Date: _____
Both Sides Notified: _____

B

City of New York

Index Number: CV-114716-10/KI

REALTY, LLC

Plaintiff(s)

SELF REPRESENTED WRITTEN ANSWER AND VERIFICATION

-against-

ROMAINE E. PRAGE -GUARANTOR; TAISHA DEAN
Defendant(s)

WRITTEN ANSWER

I, ROMAINE E. PRAGE, am the Defendant in this action. As my answer to the allegation(s) made in the Complaint, I offer the following:

General Denial (I deny the allegations in the complaint)

~~no defense~~

Counterclaim: \$ 4,125⁰⁰ Reason: Security deposit

Date: 03/01/2011

Romaine Prage
Signature of Defendant in Person

ROMAINE E. PRAGE, residing at 420 MARLBOROUGH ROAD, APT. 1, Brooklyn, NY 11226-5618

VERIFICATION

State of New York, County of Kings ss:

ROMAINE E. PRAGE, being duly sworn, deposes and says: I am the Defendant in this proceeding. I have read the Written Answer and know the contents thereof to be true to my own knowledge except as to those matters stated on information and belief, and as to those matters I believe them to be true.

Romaine Prage
Defendant

Sworn to before me this 1st day of March 2011

[Signature]
Notary Public / Court Employee and Title

KAVULICH & ASSOCIATES, P.C.
30 CHURCH STREET SUITE 2627
New Rochelle, NY 10801-

For Court Use Only
Initial Calendar Date: _____
Both Sides Notified: _____

2011 MAR 1 - 12:29 PM

Court of the City of New York
COUNTY OF BROOK
Part 30

Index No. 114716/10

STIPULATION OF SETTLEMENT
and
AFFIDAVIT UPON DEFAULT

Claimant(s), Plaintiff(s),

File # 13255
SO ORDERED

Cooper Realty, LLC

ROMAINE E. PRAGE - GUARANTOR
TASHA DEAN
Defendant(s).

[Signature]
NEW YORK DEPT

STIPULATION OF SETTLEMENT

It is hereby agreed by and between the parties that this claim is settled for the sum of \$ 2500.00, to be paid by ROMAINE E. PRAGE - GUARANTOR (Debtor) on or before 7/15/11 (Date) to KAVULICH + ASSOCIATES (Creditor) at 100 WESTCHESTER AVENUE, SUITE 500C PORTCHESTER, NEW YORK (Address) as follows:

ON OR BEFORE 7/15/11, Defendants shall pay \$1500 MONTH ON OR BEFORE THE 15th of every month UNTIL THE DEBT IS SATISFIED. BE CERTAIN TO INCLUDE FILE # 13255. Upon such payment all parties shall be released from liability to each other concerning the matters in this dispute. ON ALL DEFAULT, 10 DAY NOTICE TO CURE TO DEFENDANTS PAYMENT

In the event Debtor fails to make payment as agreed to above, Creditor, upon completing the Affidavit below setting forth such default, shall be entitled to: (SELECT ONE OPTION)
 a) enter Judgment, without further notice to the Debtor, for the amount (originally sued for ~~above~~ above) less any payments made, together with interest and disbursements. (Cross out inapplicable choice)

b) restore the case to the calendar for trial.
Signature: [Signature] Date: 6/30/11
Signature: [Signature] Date: 6/30/11
Signature: [Signature] Date: 6/30/11

AFFIDAVIT UPON DEFAULT OF STIPULATION

State of New York, County of _____ SS:

_____, being duly sworn, deposes and says:
(Creditor)

This case was settled as indicated above. The Debtor has failed to comply with the terms of the settlement. I,

(Specify your request)

Sworn to before me this _____ day of _____, 20____

(Notary Public or Court Employee and Title)
NY-GP-31 (Revised 1/03)

Signature of Deponent

C

COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

INDEX NO. 114716/10
FILE NO. 13255

-----X
SJ COOPER REALTY, LLC,

JUDGMENT
AFTER STIPULATION

PLAINTIFF(S)

-AGAINST-

ROMAINE E. PRAGE - GUARANTOR,
TAISHA DEAN,

DEFENDANT(S)

-----X
AMOUNT CLAIMED LESS PAYMENT(S) OF \$600.00
INTEREST FROM 03/01/10

\$8,315.54
\$1,372.06
\$9,687.60

COSTS BY STATUTE \$50.00
SERVICE OF SUMMONS AND COMPLAINT \$25.00
FILING OF SUMMONS AND COMPLAINT \$45.00
PROSPECTIVE MARSHALL'S FEE \$40.00

\$ 160.00
\$9,847.60

TOTAL:

STATE OF NEW YORK, COUNTY OF WESTCHESTER:

THE UNDERSIGNED, ATTORNEY AT LAW OF THE STATE OF NEW YORK, ON OF THE ATTORNEY(S) OF RECORD FOR THE PLAINTIFF(S) IN THE ABOVE ENTITLED ACTION, STATES THAT THE DISBURSEMENTS ABOVE SPECIFIED HAVE BEEN OR WILL NECESSARILY BE MADE OR INCURRED THEREIN AND ARE REASONABLE IN AMOUNT. THE CAUSE OF ACTION IN THE WITHIN MATTER ACCRUED IN THE STATE OF NEW YORK WHERE THE STATUTE OF LIMITATIONS ON A CONTRACT, UPON WHICH THE ACTION IS BASED, IS SIX (6) YEAR S. THE STATUTE OF LIMITATIONS HAS NOT EXPIRED. THAT THE DEFENDANT(S) ANSWERED CASE WAS SETTLED PER STIPULATION ON JUNE 30, 2011 THAT DEFENDANT(S) DEFAULTED ON SAID STIPULATION. THE UNDERSIGNED AFFIRMS THIS STATEMENT TO BE TRUE UNDER THE PENALTIES OF PERJURY.
DATED: WESTCHESTER, NY
JANUARY 16, 2012

KAVULICH & ASSOCIATES, P.C.
BY: GARY KAVULICH, ESQ.

JUDGMENT ENTERED ON

SERVICE OF THE SUMMONS AND COMPLAINT IN THIS ACTION ON THE DEFENDANT(S) HEREIN HAVING BEEN COMPLETED; CASE WAS SETTLED PER STIPULATION ON JUNE 30, 2011. THAT A DEFULT BY THE DEFENDANT IN COMPLYING WITH SAID AGREEMENT AND DEFENDANT'S FAILURE TO CURE THAT DEFAULT DESPITE PLAINTIFF'S NOTICE IN ACCORDANCE WITH THAT STIPULATION, JUDGMENT IS REQUESTED. ANNEXED HERETO IS A COPY OF SAID STIPULATION AND DEFAULT NOTICE.

NOW ON MOTION OF KAVULICH & ASSOCIATES, P.C. ATTORNEY(S) FOR THE PLAINTIFF(S) IT IS, ADJUDGED THAT
AFTER A DEFAULT IN SAID STIPULATION
SJ COOPER REALTY, LLC,
RESIDING AT: 69 COOPER STREET, BROOKLYN, NY 11207
RECOVER OF: ROMAIN E. PRAGE - GUARANTOR, TAISHA DEAN,
RESIDING AT: 420 MARLBOROUGH ROAD, APT. 1, BROOKLYN, NY 11226-5618: ROMAIN E. PRAGE -
RESIDING AT: 70 WEIRFIELD STREET, APT. 2B, BROOKLYN, NY 11221-5121
THE SUM OF \$8,315.54 WITH INTEREST OF \$1,372.06 MAKING A TOTAL OF \$9,687.60
TOGETHER WITH \$160.00 COSTS AND DISBURSEMENTS, AMOUNTING IN ALL TO THE
SUM OF \$9,847.60 AND THAT PLAINTIFF HAVE EXECUTION THEREFORE.
ALL OTHER CAUSES OF ACTION ARE HEREBY WAIVED.

2012 JAN 16 11

D

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

-----X
SJ COOPER REALTY, LLC,

INDEX NO. 114716/10

PLAINTIFF(S)

AGAINST

ROMAINE E. PRAGE- GUARANTOR
TAISHA DEAN,

DEFENDANT(S)

-----X

**JUDGMENT
AFTER STIPULATION**

Amount Claimed with Interest	\$9,687.60
Costs and Disbursements	<u>\$ 130.00</u>
Total:	\$9,847.60

**KAVULICH & ASSOCIATES, P.C.
ATTORNEY FOR PLAINTIFF
181 WESTCHESTER AVENUE, SUITE 500C
PORT CHESTER, NY 10573
PHONE: 914-355-2074**

Kings County Civil Court
Civil Judgment

Plaintiff(s):
SJ COOPER REALTY, LLC

Index Number: CV-114716-10/KI

Judgment issued: Per Stipulation

vs.

On Motion of:

Defendant(s):
ROMAINE E. PRAGE -GUARANTOR;
TAISHA DEAN

KAVULICH & ASSOCIATES, P.C.
30 CHURCH STREET SUITE 26, New
Rochelle, NY 10801-

Amount claimed	\$8,915.54	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$600.00	Consumer Credit Fee	\$0.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$25.00	Enforcement Fee	\$40.00
Interest 03/01/2010 at 9%	\$1,539.86	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$150.00	Jury Demand Fee	\$0.00		
Total Damages	\$9,855.40	Total Costs & Disbursements	\$260.00	Judgment Total	\$10,115.40

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) SJ COOPER REALTY, LLC
69 COOPER STREET, Brooklyn, NY 11207-

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) ROMAINE E. PRAGE -GUARANTOR
420 MARLBOROUGH ROAD, APT. 1, Brooklyn, NY 11226-5618
(2) TAISHA DEAN
428 Hinsdale Street, Brooklyn, NY 11207-

Judgment entered at the Kings County Civil Court, 141 Livingston Street, Brooklyn, NY 11201, in the STATE OF NEW YORK in the total amount of \$10,115.40 on 03/22/2012 at 10:01 AM.

Judgment sequence 1

Carol Alt, Chief Clerk Civil Court



JPMorgan Chase Bank Court Orders and Levies
P.O. Box 183164
Columbus, OH 43218-3164

Customer Service Information

Phone:	1-866-578-7022
Fax:	1-866-699-0618
Deaf and Hard of Hearing (TDD/TTY):	1-800-242-7383

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN, NY 112265618

Friday, Apr 03, 2015

Federal or state law has required us to place a hold on your Chase account(s)

Dear ROMAIN PRAGE:

We recently received the enclosed Restraining Notice in the amount of \$10,115.40 which enforces a legal judgment against you. This Restraining Notice requires, among other things, that we place a hold on your deposits for up to twice the amount of the judgment. This means that you aren't able to use or withdraw any amount(s) less than or equal to the amount of the hold until the hold is released. However, certain funds in your account are exempt from this hold according to New York law.

Account Number (Last Four Digits)	Product Type	Amount of Hold*
3976	Savings	\$20,230.80

*The hold amount may be greater or less than the balance in your Chase accounts.

If you think we placed this hold on your account(s) by mistake, please call us at the phone number above.

We know this situation is difficult because you can't access these funds in your account. Although we're not permitted to give you legal advice, we are providing some information in this letter to explain how your account is affected and to help you understand your options.

Understanding How Your Account is Affected

The amount that has a hold on it stays in your account, but you cannot use it for withdrawals, payments or any other reason.

Additionally, please note the following:

- If checks you've written are returned because your account doesn't have available funds, we may charge you an Overdraft Fee or Insufficient Funds Fee for each returned check. We would like to help you avoid these fees. Please call us at the number at the top of this letter to discuss your options.
- We may temporarily turn off your debit/ATM card and may have disconnected your Overdraft Protection service. Please call us at 1-800-935-9935 for the status of these features on your account.
- We may charge you a Legal Processing Fee of \$75.00 for processing the Restraining Notice.

E

Understanding Your Options

There may be options available to you to get some of your money back and to have the hold on your account released. These options are outlined in the rest of the letter.

Getting your money back

You may be able to reduce the amount of the hold. New York law gives you the right to withdraw certain funds from **personal** bank accounts:

- **Up to \$2,750**, if your account contains directly-deposited, exempt benefits, like: Social Security, Supplemental Social Security (SSI), Veterans benefits, disability, pensions, child support, spousal maintenance, workers compensation, unemployment insurance, Public Assistance, Railroad Retirement benefits and Black Lungs benefits.
- **Up to \$2,100**, for all other personal accounts.

You can withdraw the applicable amount shown above **one time** from your account(s) at any of our Chase branches. However, the hold on your account is still in place and you will not be able to use or withdraw more than the amounts listed above.

The right to withdraw the funds listed above doesn't apply for business accounts. It also doesn't apply if the account(s) has been restrained to collect child support or spousal maintenance or tax arrears or other debts owed to the federal, state or local government(s).

Additional funds in your account may also be exempt from the hold. Please see the enclosed Exemption Notice and Exemption Claim Form for details.

Releasing the hold on your account(s)

The hold will remain on your account(s) for one year unless it's released sooner. The hold can be released within a year for these two reasons:

- We receive a court order or a written release from the judgment creditor's attorney, or
- We receive the enclosed Exemption Claim Form from you and the judgment creditor's attorney doesn't object to the release.

The Exemption Claim Form can be used to claim the additional funds in your personal account that are exempt from restraint or seizure. If you want to claim an exemption, here's what you'll need to do:

- Fill out the two forms by following the instructions printed on them.
- Return one completed form to Chase and the other to the judgment creditor's attorney **within 20 days** of this letter's postmark.

If you send us a completed Exemption Claim Form and we do not receive an objection from the judgment creditor's attorney within **seven days** from the date we receive your Exemption Claim Form, we will release the hold on your account.

You can't use the Exemption Claim Form for business accounts or if your account has been restrained to collect child support maintenance or tax arrears or other debts owed to the federal, state or local government(s).

If you have any questions about the Restraining Notice or if you would like to ask for a written release of your funds, please call the judgment creditor's attorney at (914)355-2074 or the court at the phone number on the enclosed Restraining Notice. If they agree to send us a written release, please ask the judgment creditor's attorney to fax it to us at 1-866-699-0618 for the fastest service. Or, the attorney or the court can mail the release to us at the address listed on the first page of this letter.

Legal advice

If you need legal advice, you should speak to an attorney. If you're unable to afford a private attorney, you can visit the Legal Services Corporation's website at www.lsc.gov to find out where to go in your area for help.

We hope this information was helpful and you're able to resolve this difficult matter soon. If you have questions, please call us toll-free at 1-866-578-7022. We're here to help you Monday through Friday from 8 a.m. to 10 p.m., Saturday from 8 a.m. to 8 p.m. and Sunday from 9 a.m. to 5 p.m. Eastern Time.

Sincerely,

Steven J. Criswell
Steven J. Criswell
Executive Director
Chase Customer Service

Enclosed:

Restraining Notice
Exemption Notice
Exemption Claim Form

04/18/2015 15 10

#6741 P 014/022

Apr 13 2015 11:51 AM JP Morgan Chase 614 248 0700

3/3

JPMorgan Chase 4/4/2015 10 32 59 AM PAGE 6/018 Fax Server

Civil Court of the City of New York
County of Kings

SJ Cooper Realty LLC

File No 13255
Index No. 114716/18

Plaintiff - Judgment Creditor,

-VS-

EXEMPTION CLAIM FORM

Romaine B Fraga (Guarantor)
077-85-3696

Defendant(s) - Judgment Debtor(s)

NAME AND ADDRESS OF JUDGMENT
CREDITOR OR ATTORNEY
ADDRESS A

EVOLSCH & ASSOCIATES, P C
181 Westchester Avenue, Suite 500C
Port Chester NY 10573
(914) 355-2074

NAME AND ADDRESS OF FINANCIAL
INSTITUTION
ADDRESS B

JP MORGAN CHASE BANK
PO BOX 183154
Subpoena Compliance
Columbus OH 43218-3154

Directions. To claim that some or all of the funds in your account are exempt, complete both copies of this form, and make one copy for yourself. Mail or deliver one form to ADDRESS A and one form to ADDRESS B within twenty days of the date on the envelope holding this notice.

*****If you have any documents such as an award letter, an annual statement from your pension, pay stubs, copies of checks or bank records showing the last two months of account activity, include copies of those documents with this form. Your account may be released more quickly.

I state that my account contains the following type(s) of funds (check all that apply)

- Social Security
- Social Security Disability (SSD)
- Supplemental Security Income (SSI)
- Public assistance
- Wages while receiving SSI or public assistance
- Veterans benefits
- Unemployment insurance
- Payments from pensions and retirement accounts
- Income earned in last 60 days (80% of which is exempt)
- Child support
- Spousal support or maintenance (alimony)
- Workers' compensation benefits
- Railroad retirement or Black lung benefits
- Other (describe exemption)

I request that any correspondence to me my claim be sent to the following address.

420 Marlborough Road, Brooklyn, New York 11224
(FILL IN YOUR COMPLETE ADDRESS)

I certify under penalty of perjury that the statement above is true to the best of my knowledge and

belief

4/15
DATE

SIGNATURE OF JUDGMENT DEBTOR

F

04/16/2015 15:10

#6741 P 015/022

Apr 13 2015 11:51 AM JP Morgan Chase 614 248 0700

1/3



Fax cover sheet

Date: 04/13/2015

No. of pages, including this cover sheet: 3

To: Kavulich & Assoc PC

Sent From: JPMorgan Chas COAL

Fax #: (914) 355-2078

Telephone: 888-578-7022

Message:

Please see attached for returned exemption claim form. Index #: 114718/10

© 2008 JPMorgan Chase Bank, N.A.

Confidentiality Notice: This transmission is intended for the use of the individual or entity to which it is addressed. This transmission may contain information that is confidential or privileged under law. If you are not the intended recipient, you have received this in error and you are hereby notified that retention, dissemination, distribution, copying, or use of the information contained in this transmission (including any reliance thereon) is strictly prohibited. If you received this transmission in error, please notify the sender immediately by telephone and destroy the original. Thank you.



April 13, 2015

JPMorgan Chase Court Orders and Levies
PO BOX 182164
COLUMBUS OH 43218

Customer Service Information

Telephone	888-578-7022
Fax	866-699-0618

NOTICE TO JUDGMENT CREDITOR'S ATTORNEY OF RECEIPT OF EXEMPTION CLAIM FORM

To: Kavulich & Assoc PC
181 Westchester Ave, Ste 5000
Port Chester, NY 10578

Re: Restraining Notice issued in case entitled, SJ Cooper Realty LLC v Romaine E Prage in the Civil Court of Kings County, New York, Index Number 114716/10, Relating to Property of Romaine E Prage (Judgment Debtor).

We have received an Exemption Claim Form from the above-referenced Judgment Debtor. Unless we receive an Objection to Exemption Claim from you no later than Tuesday, April 21, 2015, the hold imposed by the above-referenced order will be automatically released, pursuant to New York law.

A copy of the Exemption Claim Form is attached.

Thank you,

Court Orders and Levies

COAL-30Mar15-287



New York State Department of Labor
Andrew M. Cuomo, Governor
Peter M. Rivera, Commissioner

077-86-3696

October 2014

CSU

ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN NY 11226 5618

Dear ROMAIN PRAGE

I am writing to you today with good news. As a result of Unemployment Insurance reforms passed by the legislature and signed into law by Governor Andrew M. Cuomo, the maximum and minimum weekly Unemployment Insurance benefit rates will increase on Monday, October 6, 2014. The minimum rate will increase from \$64 to \$100 and the maximum rate will increase from \$405 to \$420.

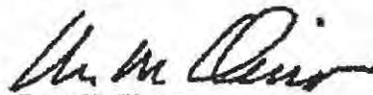
This means that effective the week ending October 12, 2014, your weekly benefit rate will increase from \$405 to \$420. You are eligible for this rate increase because:

- You have not exhausted your right to regular benefits;
- Your benefit year has not expired; and either
 - ✓ Your current benefit rate equals the current maximum and you have the necessary earnings for a higher benefit rate; or
 - ✓ Your current benefit rate is \$64 through \$99.

This is the only official notice you will receive about this benefit rate increase. You will not receive a revised Monetary Benefit Determination form showing the new rate. This increase is automatic; no further action on your part is needed for it to take effect.

For more information about how your benefit rate is calculated, please see the FAQs on our website at www.labor.ny.gov/BenefitRateFAQ or check the claimant handbook on our website at www.labor.ny.gov/UIhandbook.

Sincerely,


Peter M. Rivera
Commissioner

W. Averell Harriman State Office Campus
Building 12, Room 500, Albany, NY 12240
www.labor.ny.gov

L 403R (10-14)

000

04/03/2015 22 58 FAX 13477157780

 NEW YORK STATE
 DEPARTMENT OF LABOR
 PO BOX 15130
 ALBANY NY 12212-5130

Date Mailed:	04/16/14
Social Security #:	[REDACTED]
Claim Effective / Start Date:	04/14/14
Benefit Year Ending Date:	04/18/15
Weekly Benefit Rate:	\$405.00

**UNEMPLOYMENT INSURANCE
 Monetary Benefit Determination**

If the address to the right is not your current address, please call 888-309-8124, if out of state call 877-358-5308.

ROMAIN PRAGE
 420 MARLBOROUGH RD
 BROOKLYN NY 11226-5618

Keep This Notice For Your Records.

Why am I receiving this notice?

This is a notification of the employment and earnings information we have on file for you in the State of New York.

Our records indicate that you meet the earnings requirement to qualify for Unemployment Insurance Benefits. If you are approved, you will receive the Weekly Benefit Rate noted above. If not approved, you will receive a separate written notice.

Continue to claim benefits for each week in which you are unemployed by selecting one of the following options:

Access the internet at www.labor.ny.gov
 Call/Tel-Service at 1-888-581-5812

Basic Base Period

Your Basic Base Period is: **January 01, 2013 Through December 31, 2013**

Review the breakdown below of employers and earnings that we currently have on file.

EMPLOYER NAME	Basic Base QUARTER 2013		Basic Base QUARTER 2013		Basic Base QUARTER 2013		Basic Base QUARTER 2013		Alternate QUARTER 2014	TOTAL BASE PERIOD WAGES
	01/01	03/31	04/01	06/30	07/01	09/30	10/01	12/31	01/01 03/31	
BURGICARE OF MANHATTAN LLC	8804.47	10957.58	8232.20		10181.81					39286.16
TOTAL BASIC BASE PERIOD WAGES	8804.47	10957.58	8232.20		10181.81					39286.16

How was my Weekly Benefit Rate calculated?

Your Weekly Benefit Rate was calculated using your high quarter wages from above.

High Quarter Wages = \$ 10,957.58 divided by 26 = \$ 421.44	\$ 405.00
Less Pension Reduction	0.00
Less Worker's Compensation Reduction	0.00
Total Net Weekly Benefit Rate	\$ 405.00

All calculated Weekly Benefit Rates are in whole dollars.
 The Maximum Gross Benefit Rate for the State of New York is \$405.00.
 For claims effective 1/8/14 and later, if you only have two or three quarters of earnings in your base period and your high quarter is greater than \$4000, your high quarter wages will be calculated based on the average of your two highest quarters.

What is the maximum amount of benefits I can receive?

Although your claim lasts one year (your benefit year), during that time you can only receive up to 26 times your Total Net Weekly Benefit Rate.

Is all your wage information reported correctly? If not, see the enclosed Appendix for assistance.



For questions about this notice, call 888-309-8124 or if out of state call 877-358-5308



For additional information visit our website: <http://labcr.ny.gov/unemploymentassistance.shtml>



For assistance, review your Claimant's Handbook

Path to Speak to an Agent about your Claim

- ① • Call 1-888-209-8124 (1-877-358-5306 from outside of NYS)
- Hear: "Welcome to the New York State Department of Labor's Unemployment Insurance claim line. To continue in English, press 1. Bienvenido a la línea telefónica de Reclamos del Seguro por Desempleo del Estado de Nueva York. Para continuar en español, oprima el número dos.
- You will hear an informational message, which can change from time to time.
- For information about fraud alerts, press 1. To continue to the main menu, press 9. **CHOOSE OPTION 9 FOR THE MAIN MENU.**
- ⑨ • Hear: For quality assurance, your call may be monitored or recorded. Please choose one of the following selections. To enter your representative's telephone extension number press 1. To complete your claim that was already begun on our website, press 2. To file a new claim, press 3. For contact information or to listen to quick answers about your payment options and Unemployment Insurance, press 4. To ask a question about a claim you have already filed, press 5. For PIN or address change, or for questions regarding your 1099 form, press 6. To repeat your choices, press 9." **CHOOSE OPTION 5.**
- ⑤ • Hear: "Remember, our website provides detailed and updated information about unemployment insurance benefits. You can claim weekly benefits, check the status of your payments, print out a history of your claim, and obtain the answers to frequently asked questions about the unemployment insurance program. All this is available on our website, www.labor.ny.gov."
- SS/ • Hear: "New York State Department of Labor is an equal opportunity employer program provider. Auxiliary aids and services are available upon request to individuals with disabilities."
- pin • Hear: "Before we get started, I need to collect some information. Please enter your nine digit Social Security number using your telephone keypad. If the number you entered is XXX-XX-XXXX, press 1. If no, press 2."
- Hear: "Now, enter your four-digit PIN using your telephone keypad."

If caller has an active claim on file:

- ⑤ • Hear: "You currently have a valid claim on file. You can check your claim status by going online at www.labor.ny.gov or by calling Tel-Service at 1-888-581-5812 for New York State residents, or 1-888-864-9920 for out of state residents. If you have other questions, please remain on the line and you will be given additional menu options. Please hold
- Hear: "To change your name, address, or phone number, press 1. If you forgot your PIN or wish to set a new one, press 2. To begin or cancel the withholding of Federal income tax from your benefits, press 3. To begin or cancel the withholding of New York State income tax from your benefits, press 4. For all other questions, press 5. To repeat your choices, press 6. To end this call, please press 9." **CHOOSE OPTION 5.**
- ② • Hear: "If you are calling about the status of payments, press 1. If you have a question about claiming your weekly benefits, press 2. If you are calling about the status of your claim, press 3. To repeat your choices, press 4. To end this call, press 9. **CHOOSE OPTION 3.**

12/11/2014

Civil Court of the City of New York

County of Kings

Part 34

Index Number 114716/10

Motion Cal. # 2 Motion Seq. # _____

DECISION/ORDER

Recitation, as required by CPLR §2219 (a), of the papers considered in the review of this Motion:

Papers	Numbered
Notice of Motion and Affidavits Annexed.....	_____
Order to Show Cause and Affidavits Annexed.....	_____
Answering Affidavits	_____
Replying Affidavits.....	_____
Exhibits	_____
Other.....	_____

Claimant(s)/Plaintiff(s)/Petitioner(s)

Cooper Realty LLC,
Madame E. Price (Guarantor)
Tasha Dean
JP Morgan Chase Bank
 Defendant(s)/Respondent(s)

Upon the foregoing cited papers, the Decision/Order on this Motion is by Plaintiff

to release non exempt funds to Plaintiff is as follows:

Motion by Plaintiff adjourned to 5-8-2015 Part
34, 9:30 am for Defendant Price to produce documents
as ~~intended~~ bank statements supporting his contention that
the restrained funds at JP Morgan Chase are all exempt.
In the interim, JP Morgan Chase is directed to release
approx \$1,000 to Defendant Price. Remaining funds
shall stay restrained pending the final decision on
this motion.

ENTERED & FILED

APR 29 2015

CIVIL COURT
KINGS COUNTY

Date

Judge, Civil Court

HON. KATHERINE A. LEVINE
Acting Justice Supreme Court

9



NEW YORK STATE
 DEPARTMENT OF LABOR
 PO BOX 15130
 ALBANY NY 12212-5130

Date Mailed:	03/04/15
Social Security #:	[REDACTED]
Claim Effective / Start Date:	06/30/14
Benefit Year Ending Date:	07/05/15
Weekly Benefit Rate:	\$420.00

**UNEMPLOYMENT INSURANCE
 Monetary Benefit Determination**

If the address to the right is not your current address, please call 1-888-209-8124 or 1-877-358-5306 (out of state). TTY/TDD equipment users, please call 1-888-783-1370.

ROMAIN PRAGE
 420 MARLBOROUGH RD
 BROOKLYN NY 11226-5618

Keep This Notice For Your Records.

Why did I get this notice?	<p>This is NOT a decision on your eligibility for Unemployment Insurance Benefits. This notice tells you what employment and wage information we have on file for you in the State of New York. Please review this information to make sure it is correct, because your weekly benefit rate is based on this information.</p> <p>Our records show that you meet the earnings requirement to qualify for Unemployment Insurance Benefits. If you meet all other requirements and are approved, you will receive the weekly benefit rate in the box above. If you are not approved, you will receive a separate written notice to tell you why.</p> <p>Continue to claim benefits for each week that you are unemployed:</p> <ul style="list-style-type: none"> • Access the internet at www.labor.ny.gov. • Call Tel-Service at 1-888-581-5812
-----------------------------------	---

Basic Base Period	Your Basic Base Period is: January 01, 2013 through December 31, 2013
	Review the record of employers and wages that we have on file (below).

EMPLOYER NAME	Basic Base QUARTER 01/01 - 03/31	Basic Base QUARTER 04/01 - 06/30	Basic Base QUARTER 07/01 - 09/30	Basic Base QUARTER 10/01 - 12/31	Alternate QUARTER 01/01 - 03/31	TOTAL BASE PERIOD WAGES
	2013	2013	2013	2013	2014	
URGICARE OF MANHATTAN LLC	8904.47	10957.58	9232.20	10191.91		39286.16
TOTAL BASIC BASE PERIOD WAGES	8904.47	10957.58	9232.20	10191.91		39286.16

How was my Weekly Benefit Rate calculated?	<p>Your Weekly Benefit Rate was calculated using your high quarter wages from above.</p> <table style="width: 100%;"> <tr> <td>Gross weekly benefit rate</td> <td style="text-align: right;">\$ 420.00</td> </tr> <tr> <td>Less pension reduction</td> <td style="text-align: right;">- 0.00</td> </tr> <tr> <td>Less Worker's Compensation reduction</td> <td style="text-align: right;">- 0.00</td> </tr> <tr> <td>Total net weekly benefit rate</td> <td style="text-align: right;">\$ 420.00</td> </tr> </table> <p>* All calculated Weekly Benefit Rates are in whole dollars. * Refer to the Appendix or the claimant handbook for details on how your benefit rate is calculated.</p>	Gross weekly benefit rate	\$ 420.00	Less pension reduction	- 0.00	Less Worker's Compensation reduction	- 0.00	Total net weekly benefit rate	\$ 420.00
Gross weekly benefit rate	\$ 420.00								
Less pension reduction	- 0.00								
Less Worker's Compensation reduction	- 0.00								
Total net weekly benefit rate	\$ 420.00								

What is the maximum amount of benefits I can receive?	Your claim is good for one year (your benefit year). Within that year, you can collect up to 26 times your net weekly benefit rate
--	--

Is all your wage information reported correctly? If not, see the enclosed Appendix for help.

For questions about this notice, call 1-888-209-8124 or 1-877-358-5306 (out of state). For additional information visit our website: <http://labor.ny.gov/unemploymentassistance.shtm> For help, review your claimant handbook.

ACCOUNT STATEMENT
ESTADO DE CUENTA



PO BOX 30223
TAMPA, FL 33630-3223

ACCOUNT NUMBER / NUMERO DE CUENTA: *****57584
PERIOD ENDING / PERIODO QUE TERMINA EL: 03/19/2015

It is very important that you call customer service to report any changes in your address or account status. You may obtain the remaining balance in your account at any time just by calling 877 221 1634.

>13466 5118033 002 008141
ROMAIN PRAGE
420 MARLBOROUGH RD
BROOKLYN NY 11226-5618

Es muy importante que llame a Atención al Cliente para informar de cambios de domicilio o del estado de su cuenta. Usted podrá obtener el saldo restante de su cuenta en cualquier momento llamando al 877 221 1634.



DATE OF TRANS FECHA DE LA TRANS		TRANSACTIONS TRANSACCIONES	AMOUNT CANTIDAD		
03	16	ACH DEPOSIT PEDI46013200UNYS DOL BT DC	420.00		
		**** end of statement ****	Fin de estado de cuenta		
PREVIOUS BALANCE SALDO ANTERIOR	CREDITS (+) CRÉDITOS (+)	DEBITS (-) DÉBITOS (-)	ADJUSTMENTS (+/-) AJUSTES (+/-)	FEES (-) CARGOS (-)	NEW BALANCE SU NUEVO SALDO
0.00	420.00	0.00	0.00	0.00	420.00

Information about your Account Statement

Your account statement: To protect your rights under the law, you must inform us of any error in writing within sixty (60) days of receipt of this statement. Please address your correspondence to the customer service location listed above.

Lost of Stolen Cards: Please notify Customer Service immediately by calling us toll-free at 877 221 1634.

PRIVACY NOTICE : Federal law requires us to tell you how we collect, share and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at ucard.chase.com or we will mail you a free copy upon request if you call the toll-free number at 877 221 1634.

Información sobre su estado de cuenta

Su estado de cuenta: para proteger sus derechos bajo la ley, usted tiene que informarnos cualquier error por escrito en un plazo de sesenta (60) días después de recibir este estado de cuenta. Envíe su correspondencia a la dirección de Atención al Cliente indicada anteriormente.

Targetas extraviadas o robadas: notifique inmediatamente a Atención al Cliente llamándonos sin cargo 877 221 1634.

AVISO DE PRIVACIDAD: La ley federal exige que le digamos a usted cómo recopilamos, compartimos y protegemos su información personal. Nuestra política de privacidad no ha cambiado y usted puede revisar nuestra política y prácticas con respecto a su información personal en ucard.chase.com o nosotros le enviaremos por correo una copia gratuita a solicitud si llama al número sin cargo 877 221 1634.



J

CHASE

CASH ADVANCE

Card Issuer May Charge a Fee

CHASE

SALES DRAFT

JPMorgan Chase, NA
Newkirk Plaza, Branch 000096
1509 Foster Ave
Brooklyn, NY 0000011230
Terminal 001

CHASE

Merchant Number
MasterCard ending in: 7295 XX/XX
Auth. Trans. ID MPVAAUW97
Auth. Code 511303
BIN# 5111

SALE AMOUNT \$5,000.00

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement, if credit voucher)

CHASE

ROMAIN PRAGE
420 marlborough rd
brooklyn, NY 11226

ID# 2055 Exp. 12/2015
State Photo ID NY

CHASE

Business Date 03/27/15 13:54
Transaction # 202; Cashbox # 15

CARDHOLDER'S COPY

K



JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

March 27, 2015 through April 03, 2015
 Primary Account: [REDACTED] 2792

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-800-935-9935
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Espanol: 1-877-312-4273
 International Calls: 1-713-262-1679

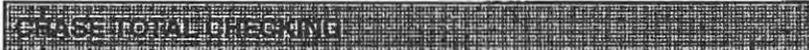
00187146 DRE 802 218 09415 NNNNNNNNNNN 1 00000000 03 0000
 ROMAIN PRAGE
 420 MARLBOROUGH RD
 BROOKLYN NY 11226-5618



CONSOLIDATED BALANCE SUMMARY

ASSETS			
Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	[REDACTED] 2792	\$0.00	\$1.00
Chase Savings	[REDACTED] 3976	0.00	9,925.02
Total		\$0.00	\$9,926.02
TOTAL ASSETS		\$0.00	\$9,926.02

All Summary Balances shown are as of April 3, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



ROMAIN PRAGE Account Number: [REDACTED] 2792

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$0.00
Deposits and Additions	1.00
Ending Balance	\$1.00





March 27, 2015 through April 03, 2015
 Primary Account: [REDACTED] 2792

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$0.00
03/27	Deposit 1460790542	5,000.00	5,000.00
03/30	Deposit 1460850916	5,000.00	10,000.00
04/03	Nas-Coal 30Mar15287	- 75.00	9,925.00
04/03	Interest Payment	0.02	9,925.02
	Ending Balance		\$9,925.02



A monthly Service Fee was not charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more.
 (Your minimum daily balance was \$10,000)



March 27, 2015 through April 03, 2015
 Primary Account: [REDACTED] 2792

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$0.00
03/27	Deposit 1460790543	1.00	1.00
	Ending Balance		\$1.00

A monthly Service Fee was not charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more.
 (You did not have a direct deposit this statement period)
- **OR**, keep a minimum daily balance in your checking account of \$1,500.00 or more
 (Your minimum daily balance was \$1.00)
- **OR**, keep an average qualifying deposit and investment balance of \$5,000.00 or more
 (Your average qualifying deposit and investment balance was \$7,858.00)
- **OR**, pay at least \$25.00 in qualifying checking-related services or fees.
 (Your total qualifying checking-related services or fees paid were \$0.00)

CHASE SAVINGS
 ROMAIN PRAGE Account Number: [REDACTED] 3978

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$0.00
Deposits and Additions	10,000.02
Fees and Other Withdrawals	- 75.00
Ending Balance	\$9,925.02
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.02
Interest Paid Year-to-Date	\$0.02

Civil Court of the City of New York

County of KINGS

Part 34

Index Number 114716/10

Motion Cal. # 1+2 Motion Seq. # 2+3

DECISION/ORDER

Recitation, as required by CPLR §2219 (a), of the papers considered in the review of this Motion:

SJ COOPER REALTY, LLC

Claimant(s)/Plaintiff(s)/Petitioner(s)

against

ROMAINE E. PRAGIE
- GUARANTOR
TAISHA DEAN

Defendant(s)/Respondent(s)

FILED
MAY 22 2015
CIVIL COURT
KINGS COUNTY

Papers

Numbered

Notice of Motion and Affidavits Annexed..... 1-2

Order to Show Cause and Affidavits Annexed..... 3-4

Answering Affidavits 5-6

Replying Affidavits.....

Exhibits

Other: ORDER of J. LEVINE DATED 7-8

4/29/15 - LIMITED NOTICE OF APPEARANCE

Upon the foregoing cited papers, the Decision/Order on this Motion to vacate judgment

to restore the case to the calendar is denied. The motion is as follows:

In re: In re Morgan Chase to release non-exempt funds
is granted to the effect that the funds in the
account are deemed exempt & the money in
the account may be released to the defendant &
any money taken from the account is
to be returned to the defendant. Account is released.

Anyholdback. The defendant was unduly defendants guarantor.
The entered stipulation for lesser amount claimed but did not comply.
The position of the guarantor has not changed. Notices ~~was~~ of default
provided. Even though it stated Mr Prage signed the stipulation-
which he did not sign- he failed to take any action & had
the offer made state he was notified of court date. He was represented
by counsel. This is the court's decision of order after oral argument.

MAY 22 2015

Date

Judge, Civil Court

HON. STEVEN Z. MOSTOFSKY

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

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

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

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

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 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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, _____, counsel for _____, 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: _____
- 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? _____
 - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? _____

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: _____