

CONSUMER CREDIT TRANSACTION [if applicable]
Open-end Credit Transaction – Original Creditor Plaintiff [if applicable]

STATE OF NEW YORK
CITY COURT OF _____ : COUNTY OF _____

Index No.

Plaintiff,

-against-

SUMMONS

Defendant.

To the above-named defendant:

YOU ARE HEREBY SUMMONED and required to appear in the City Court of _____, located at _____ in said City, County of _____, State of New York, by serving an answer * to the annexed complaint upon plaintiff's attorney at the address stated below, or if there is no attorney, upon the plaintiff at the address stated above, within the time provided by law as noted below; upon your failure to so answer, judgment will be taken against you for the relief demanded in the complaint, together with the costs of this action. The basis of venue is the County where (the consumer credit transaction took place, defendant resides, or both)

Dated the ____ day of _____, 20__

(name of firm)
Attorneys for Plaintiff
By: _____

(atty name)

_____, New York, _____
() - _____

Note: The law provides that:

(1) if this summons is served by delivery to you personally within the County of _____, you must answer within 10 days after such service; or

(2) if this summons is served by delivery to any person other than you personally, or is served outside the County of _____, or by publication, or by any means other than personal delivery to you within the County of _____, you are allowed 30 days after service is complete within which to answer.

* You need not physically go to the court to serve an answer.

Note: "If suit is commenced on a consumer claim within the 30-day validation period, the following language is recommended at the end of the Summons:

This advice pertains to your dealings with me as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons is a command from the court, not from me, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this portion of the document also does not affect my relations with the court. As a lawyer, I may file papers in the suit according to the court's rules and the judge's instructions. Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion of it, the debt will be assumed to be valid by us. If you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail a copy of such verification to you. Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. The law does not require us to wait until the end of the thirty-day period following first contact with you before suing you to collect the debt. Even though the law provides that your answer to the Complaint may be required to be served in some cases in less than thirty days, no request will be made to the Court for a judgment until, at least, the expiration of thirty

days after your receipt of this summons. However, if you dispute the debt or request the name and address of the original creditor within the thirty-day period that begins with your receipt of this summons, and in the manner stated above, the law requires us to cease efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you. Nevertheless, this dispute or request may not constitute an Answer under law. You should consult an attorney for advice concerning your rights and obligations in this suit. This communication is from a debt collector. The debt collector is attempting to collect a debt, and any information obtained will be used for that purpose.”

Sample

Sample