NYSCEF DOC. NO. 1

INDEX NO. 2023-00023635

RECEIVED NYSCEF: 10/06/2023

## **CONSUMER CREDIT TRANSACTION**

COUNTY OF CLINTON	STATE OF NEW YORK	
Champlain EMS, Inc. 1150 State Route 11 Champlain, NY 12919	Plaintiff,	Date Filed
VS.		Index No
Chad M. Ashline 47 Garrand Rd. Mooers NY 12958		SUMMONS
	Defendant.	

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon Plaintiff's attorneys an Answer to the Complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

THIS COMMUNICATION IS FROM THE ATTORNEYS AND DEBT COLLECTORS

OF THE PLAINTIFF. THIS IS AN ACTION TO COLLECT A DEBT AND ANY

INFORMATION PROVIDED OR OBTAINED MAY BE USED FOR THAT PURPOSE

Defendant Chad M. Ashline resides in the County of Clinton and State of New York.

The transaction took place in the County of Clinton and State of New York.



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The basis of venue designated is the residence of the Defendant

Dated: Syracuse, New York October 6, 2023

Louis Levine

MELVIN & MELVIN, PLLC

Attorneys for Plaintiff

217 South Salina Street, Suite 700

Syracuse, New York 13202 Telephone: (315)422-1311

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



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SUPREME COURT COUNTY OF CLINTON	STATE OF NEW YORK	
Champlain EMS, Inc.	Plaintiff,	Indon No
VS.		Index No
Chad M. Ashline		COMPLAINT
Citta III. I Romanio	Defendant.	

Plaintiff, Champlain EMS, Inc., by its attorneys, Melvin & Melvin, PLLC, as and for its complaint herein, does hereby allege and respectfully show to the court as follows:

- 1. Plaintiff, Champlain EMS, Inc., (hereinafter referred to as "Plaintiff") is having an office for the everyday transaction of business located at 1150 State Route 11, Champlain, NY 12919.
- 2. Upon information and belief, Defendant Chad M. Ashline (hereinafter referred to as "Defendant") resides at 47 Garrand Rd., Mooers NY 12958.
- 3. Heretofore and on or about December 1, 2020, Plaintiff did render and provide to Defendant and/or Defendant's dependent(s) certain health care and medical services as requested, desired, and/or required by Defendant.
- 4. The balance of the fair, reasonable, and agreed price of the health care and medical services rendered by Plaintiff to Defendant and/or Defendant's dependent(s) after application of all payments and other credit adjustments, is \$1,648.00, all of which is now due and payable and outstanding.
- 5. The last four digits of the account number printed on the most recent monthly statement recording a last payment, or in the absence of such statement the account number assigned by Plaintiff to this indebtedness, are as follows: 6104
- 6. The date and the amount of the last payment made by Defendant are \$.00 which was paid on; if no amount is inserted above then Defendant has made no payment on the account.
- 7. A copy of the contract or other written instruments, if any, on which this action is based is attached to this Complaint as an Exhibit. This Complaint does not contain a cause of action for an account stated.



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8. There currently remains due and owing by Defendant to Plaintiff a principal balance in the amount of \$1,648.00, plus interest accrued thereon from December 1, 2020 through October 6, 2023 at the statutory rate of 2% per annum in the amount of \$93.82, plus interest accruing thereon thereafter at the statutory rate of 2% per annum.

- 9. Therefore Plaintiff has been damaged in the amount of \$1,648.00 principal, plus interest accrued thereon from December 1, 2020 through October 6, 2023 at the statutory rate of 2% per annum in the amount of \$93.82, plus interest accruing thereon thereafter at the statutory rate of 2% per annum.
- Defendant has failed and/or refused to repay to Plaintiff the balance due and owing 10. despite demand therefor, and that said sums are presently due and owing to Plaintiff by Defendant.

WHEREFORE, Plaintiff Champlain EMS, Inc. demands judgment against the Defendant Chad M. Ashline in the principal sum of \$1,648.00, with interest accruing thereon from December 1, 2020 through October 6, 2023 at the rate of 2% per annum in the amount of \$93.82, plus interest accruing thereon thereafter at the rate of 2% per annum, together with the costs and disbursements of this action and such other and further reflef as to which the court may seem just and proper.

Dated: October 6, 2023

Louis Levine

MELVIN & MELVIN, PLLC

Attorneys for Plaintiff

217 South Salina Street, Suite 700

Syracuse, New York 13202

Telephone: (315)422-1311



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SUMMONS AND COMPLAINT					
	Defendant.				
Chad M. Ashline 47 Garrand Rd. Mooers NY 12958		Index No.			
VS.					
Champlain EMS, Inc.	Plaintiff,				
SUPREME COURT COUNTY OF CLINTON	STATE OF NEW YORK	<u>-</u> _			

Melvin & Melvin, PLLC

Attorneys for Plaintiff

217 South Salina Street

Syracuse, New York 13202-1390

Telephone: 315-671-6163

Toll free: 866-203-3788

