

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

VERONICA CALIXTO, on behalf of herself and
all others similarly situated,

Plaintiff(s),

-against-

DOREEN J. SHINDEL & ASSOCIATES, P.C.;
DOREEN J. SHINDEL; and JOHN DOES 1-25,

Defendant(s).

Civil Case No.:

CIVIL ACTION

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

PRELIMINARY STATEMENT

1. Plaintiff on behalf of herself and all others similarly situated (“Plaintiff”), by and through her attorneys, alleges that Defendants, DOREEN J. SHINDEL & ASSOCIATES, P.C. (“SHINDEL & ASSOCIATES, P.C.”); DOREEN J. SHINDEL (“SHINDEL”) and JOHN DOES 1-25 their employees, agents and successors (collectively “Defendants”) violated **15 U.S.C. § 1692** *et seq.*, the Fair Debt Collection Practices Act (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

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

3. Venue is proper in this district under **28 U.S.C. §1391(b)** and **15 U.S.C. § 1692k(d)** because the acts of the Defendant that give rise to this action, occurred in substantial part, in this district.

DEFINITIONS

4. As used in this complaint, the terms “creditor,” “consumer,” “debt” and “debt collector” are defined at 15 U.S.C. § 1692a.

PARTIES

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

6. SHINDEL & ASSOCIATES, P.C. maintains a location at 325 Middle Country Road, Suite 6, Selden, New York 11784.

7. SHINDEL resides at 7 Sweet Woods Court, Port Jefferson Station, New York 11776.

8. Each Defendant uses the instrumentalities of interstate commerce or the mails to engage in the principal business of collecting debt and/or to regularly engage in the collection or attempt to collect debt asserted to be due or owed to another.

9. Each Defendant is a “Debt Collector” as that term is defined by 15 U.S.C. § 1692(a)(6), and it uses litigation and non-litigation methods in its attempts to collect debts.

10. John Does 1-25, are currently unknown Defendants whose identities will be obtained in discovery and at that time will be made parties to this action pursuant to the Federal Rules of Civil Procedure (hereinafter “FRCP”); Rule 15, Rule 20 and Rule 21. Plaintiff’s claims against the currently unknown Defendants arise out of the same transaction, occurrence or series of transactions arising from known Defendant’s actions and are due to common questions of law and fact whose joinder will promote litigation and judicial efficiency.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action as a state-wide class action, pursuant to Rule 23 of the FRCP, on behalf of herself and all New York consumers and their successors in interest (the “Class”), who Defendants collected or attempted to collect a debt from, in violation of the FDCPA, as described in this Complaint.

12. This Action is properly maintained as a class action. The Class is initially defined as:

All New York consumers who were sent letters and/or notices from SHINDEL & ASSOCIATES, P.C., which included the alleged conduct and practices described herein.

The class definition may be subsequently modified or refined.

The Class period begins one year prior to the filing of this Action.

13. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

a. Numerosity: The Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons in New York who Defendant(s) collected or attempted to collect a debt from, which violates specific provisions of the FDCPA.

b. Commonality: There are questions of law and fact common to the class members which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:

i. Whether the Defendants violated various provisions of the FDCPA as set forth herein:

- ii. Whether Plaintiff and the Class have been injured by the Defendants' conduct;
 - iii. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
 - iv. Whether Plaintiff and the Class are entitled to declaratory relief.
- c. Typicality: Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
- d. Adequacy of Representation: Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class. Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.

14. A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates no unusual difficulties in the management of this class action.

15. A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as damages.

16. Defendant(s) have acted on grounds generally applicable to the entire Class, thereby making appropriate final relief with respect to the Class as a whole.

STATEMENT OF FACTS

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

18. At some time prior to February 2, 2023, Plaintiff allegedly incurred a financial obligation to PERFECT BODY IMAGE, LLC ("PERFECT BODY IMAGE").

19. The PERFECT BODY IMAGE obligation arose out of a transaction, in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

20. Plaintiff incurred the PERFECT BODY IMAGE obligation by obtaining goods and services, which were primarily for personal, family and household purposes.

21. Plaintiff incurred the PERFECT BODY IMAGE obligation in connection with non-invasive, non-surgical, appearance enhancement procedures.

22. The PERFECT BODY IMAGE obligation did not arise out of a transaction that was for non-personal use.

23. The PERFECT BODY IMAGE obligation did not arise out of a transaction that was for business use.

24. The PERFECT BODY IMAGE obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

25. PERFECT BODY IMAGE is a "creditor" as defined by 15 U.S.C. § 1692a(4).

26. On or before February 2, 2023, PERFECT BODY IMAGE directly or through an agent, referred the PERFECT BODY IMAGE obligation to Defendants for the purpose of collections.

27. At the time the PERFECT BODY IMAGE obligation was referred to the Defendants, the PERFECT BODY IMAGE obligation was in default.

28. Defendants caused to be delivered to Plaintiff a 4-page collection letter dated February 2, 2023, regarding the PERFECT BODY IMAGE obligation. See Exhibit A, which is fully incorporated herein by reference.

29. The February 2, 2023 letter was authored, authorized and contained SHINDEL's preprinted "signature".

30. The February 2, 2023 letter was sent to Plaintiff in connection with the collection of the PERFECT BODY IMAGE obligation.

31. The February 2, 2023 letter is a "communication" as defined by 15 U.S.C. § 1692a(2).

32. The February 2, 2023 letter was Defendants' initial written communication to Plaintiff.

33. Upon receipt, Plaintiff read and relied on the statements and representations in the February 2, 2023 letter.

34. The February 2, 2023 letter stated, in part, the following:

Dear Ms. Calixto:

Please be advised that we are the attorneys for Perfect Body Image. Your file was forwarded to our office for non-payment of your remaining balance for aesthetic services you received in accordance with the Sales Agreement you signed on December 19, 2022. ***The amount now due and owing to our client is \$3,000.00 and is payable immediately.***

Additionally, your file was also forwarded to our office because on February 1, 2023, *you attempted theft of services* when you contacted Care Credit and filed a false, misleading dispute. Specifically, you claimed you did not receive the service you paid for when you in fact did, in clear violation of the terms of the Sales Agreement.

THIS LETTER IS TO ADVISE THAT UNLESS OUR OFFICE RECEIVES A CERTIFIED CHECK FOR THE OUTSTANDING BALANCE OF \$3,000.00 BY FRIDAY, FEBUARY 10, 2023, MY CLIENT HAS AUTHORIZED OUR OFFICE TO SUE YOU FOR THE OUTSTANDING BALANCE, PLUS THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE COSTS AND WHAT YOU ACTUALLY PAID, THE FAIR MARKET VALUE OF ANY FREE SERVICES YOU RECEIVED, PLUS ATTORNEY'S FEES AND COSTS, PURSUANT TO THE TERMS OF THE SALES AGREEMENT.

...

GIVEN YOUR ACTIONS TO DATE THIS IS OUR LAST OFFER TO YOU. Going forward, **THE REMAINDER OF ALL YOUR FREE TREATMENTS ARE SUSPENDED, and YOUR OUTSTANDING BALANCE OF \$3,000.00 IS NOW IMMEDIATELY DUE AND PAYABLE**, via certified check or money order, and must be received by my office **NO LATER THAN FRIDAY, FEBUARY 10, 2023**. Additionally, moving forward **ALL COMMUNICATION YOU WISH TO HAVE WITH PERFECT BODY MUST BE DIRECTED TO MY OFFICE.**

In the event our office has not received payment by the due date, our office will immediately file a lawsuit without further notice.

You are reminded that the Sales Agreement you signed on December 19, 2022, states if you do not make payments in accordance with the terms of your contract, you agree to pay the difference between the fair market value costs and what you actually paid, which in your case is \$18,200.00, plus attorney's fees.

*"I agree that if for any reason, I do not have all of the above-referenced services completed, or, my payment(s) is late, I will be responsible for paying the amount equal to the market value of the agreed-upon services. ... If this Agreement includes services at no charge, Perfect Body may cancel such services if I feel to adhere to the terms of the Agreement, or should I no-show to any appointment without 24hr notice, or if my conduct constitutes bad faith/behavior (e.g. disputing a charge). Should I receive any services, and do not adhere to the entire agreement; I will be responsible for paying the market value for **ALL SERVICES RECEIVED**."*

Additionally, the same Sales Agreement, also states that, in the event *my client is forced to enforce this agreement for you to pay the remaining balance* causing Perfect Body, LLC to pay for a legal defense *you agree to pay all my client's legal fees and costs associated with same.* which will at minimum be in the range of \$5,000 to \$10,000.

“I agree that I will be liable for, and will pay, indemnify and reimburse Perfect Body Image, LLC, its members, servants and employees, for all reasonable attorney’s fees and other legal or incidental costs and expenses paid or incurred by any one of them in connection with either the enforcement of this Sales Agreement and/or the successful defense of any claim(s).”

Accordingly, be advised that ANY future disputes made by you in violation with the terms of your Sales Agreement will result in our office proceeding with litigation against you, without further warning, for the full market value of all services received, plus attorney’s fees, pursuant to the “bad faith” provisions of your contract.

Based on the above, you are urged to conduct yourself accordingly.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

/kef

Encl.

Cc: Perfect Body Image

35. On or about February 5, 2023, Plaintiff’s attorney sent a letter to Defendants. (A copy is annexed hereto as **Exhibit B**, which is fully incorporated herein by reference) via first class mail, facsimile and email, which is fully incorporated herein by reference), which stated the following, in relevant part:

Dear Ms. Shindel:

This firm represents the interest of Veronica Calixto relative to the above-referenced matter. PLEASE TAKE NOTICE, that Veronica Calixto hereby disputes the validity of the debt. Therefore, you are not to assume this debt to be valid.

Pursuant to 15 U.S.C. §1692c(c), you are hereby instructed to immediately *Cease and Desist* all collection efforts and communications. Ms. Calixto hereby revokes any and all prior authorization or permission, whether given in writing, orally or otherwise, that may have been granted to make contact *via* mobile telephone, (whether by calling or texting), land line, social media, email or to any facsimile device. Furthermore, Ms. Calixto expressly prohibits you from sharing any information about her or the alleged debt with *any* third parties.

Pursuant to 15 U.S.C. §1692g(b), my client disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New York office. Additionally, pursuant to 15 U.S.C. §1692e(8), if Doreen J. Shindel & Associates, P.C., is reporting credit information concerning this alleged debt, then it is obligated to report it as disputed.

36. Defendants caused to be delivered to Plaintiff's attorney a letter dated February 14, 2023, which was intended to be seen by Plaintiff regarding the PERFECT BODY IMAGE obligation. See Exhibit C, which is fully incorporated herein by reference.

37. The February 14, 2023 letter stated the following:

Please be advised that we are the attorneys for Perfect Body Image. I am in receipt of your letter dated February 5, 2023 and write to advise that your letter is inapplicable to our firm, as we are not a collection agency.

Had you done your homework you would have realized that our firm doesn't do collections and also, our firm are the attorneys for Perfect Body. Our office is seeking to recover moneys owed my client for services your client contracted for, received, and failed to pay the full balance in breach of the Sales Agreement she signed.

Our office is in the process of preparing a Summons and Complaint for among other things, breach of contract. Kindly advise if your firm will be accepting service on behalf of Ms. Calixto. If we receive no response by your firm as to accepting service by the end of the week, our office will serve Ms. Calixto personally.

Your prompt attention to this matter is appreciated.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

Djs/bhs

Cc: Perfect Body Image

38. The February 14, 2023 letter was sent to Plaintiff's attorney in connection with the collection of the PERFECT BODY IMAGE obligation.

39. The February 14, 2023 letter is a "communication" as defined by 15 U.S.C. § 1692a(2).

40. Plaintiff read the February 14, 2023 letter.

41. On or about February 15, 2023, Plaintiff's attorney sent Defendants a letter in response to the Defendants' February 14, 2023 letter. (A copy is annexed hereto as **Exhibit D**, which is fully incorporated herein by reference) The February 15, 2023 letter was sent via first class mail, facsimile and email and stated the following, in relevant part:

Dear Ms. Shindel:

I am in receipt of your letter dated February 14, 2023 and I disagreed with your self-serving determination. Therefore, I renew my instructions that you immediately *Cease and Desist* all collection efforts and communications. Ms. Calixto disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New York office.

Furthermore, Ms. Calixto hereby revokes any and all prior authorization or permission, whether given in writing, orally or otherwise, that may have been granted to make contact *via* mobile telephone, (whether by calling or texting), land line, social media, email or to any facsimile device. Furthermore, Ms. Calixto expressly prohibits you from sharing any information about her or the alleged debt with *any* third parties.

42. Defendants caused to be delivered to Plaintiff's attorney a letter dated February 24, 2023, which was intended to be seen by Plaintiff regarding the PERFECT BODY IMAGE obligation. See Exhibit E, which is fully incorporated herein by reference.

43. The February 24, 2023 letter was sent to Plaintiff's attorney in connection with the collection of the PERFECT BODY IMAGE obligation.

44. The February 24, 2023 letter is a "communication" as defined by 15 U.S.C. § 1692a(2).

45. Plaintiff read the February 24, 2023 letter.

46. The February 24, 2023 letter stated the following:

As you know we are the PERSONAL attorneys for Perfect Body Image. As such, our office *serves all Perfect Body's legal needs*, including commencing lawsuits where client's fail to pay for aesthetic services they received.

I am in receipt of your letter dated February 15, 2023, and again write to advise, you have no idea what you are talking about. It is apparent from your letter you don't know the facts and relationships concerning our client and your client.

So let me educate you. First, my client is a business that provided *aesthetic services* to your client. Your client signed a contract with my client agreeing to pay a certain amount of money in consideration for receiving aesthetic services.

Your client chose to finance PART of the aesthetic services with a finance company that my client does not own or operate. You client chose to pay the remainder of the contract price to my client via cash or check.

Your client failed to pay my client the remainder of the CONTRACT PRICE she owes my client after she received all of her aesthetic treatments she contracted for. Apparently, your client is also failing to pay the finance company who probably referred her debt to a collection agency.

As Perfect Body's PERSONAL ATTORNEYS, our office has a custom and practice of sending a demand letter to a client to pay their outstanding balance before filing a breach of contract lawsuit against a client. Our office is preparing the complaint as we speak.

If your client is receiving letters from a collection agency, (WHICH OUR FIRM IS NOT), it is because your client is failing to pay the loan she financed.

Our firm will be serving Ms. Galbraith personally with a Summons and Complaint for breach of contract, unless you send our office a letter stating that you are representing her against any causes of action Perfect Body files against your client for breach of contract.

Hopefully, this clears things up for you.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

Djs/bhs

Cc: Perfect Body Image

47. Pursuant to 15 U.S.C. § 1692l(d) of the FDCPA, “Except as provided in section 1029(a) of the Consumer Financial Protection Act of 2010 (12 U.S.C. 5519(a)), the Bureau may prescribe rules with respect to the collection of debts by debt collectors, as defined in this subchapter.”

48. Accordingly, the CFPB prepared and issued rules prescribed under 12 CFR § 1006, commonly referred to as Regulation F.

49. No letter sent by Defendants complies with Regulation F, which became effective November 30, 2021.

50. No letter sent by Defendants contains the notices and information previously required by 15 U.S.C. § 1692g nor does any letter include the additional information required by Regulation F.

51. No letter sent by the Defendants included the multiple disclosures and statements required pursuant to the rules promulgated by the CFPB (Regulation F).

52. No letter sent by the Defendants includes an itemization date of any kind or any reference to an itemization date in violation of 12 CFR § 1006.34(c)(2).

53. No letter sent by the Defendants provided any of the specific dates required under 12 CFR § 1006.34(c)(3).

54. No letter sent by the Defendants provided the necessary consumer-response information required by 12 CFR § 1006.34(c)(4).

55. No letter sent by the Defendants advised Plaintiff of the actual date that the validation period would end on.

56. No letter sent by the Defendants provided the disclosures mandated by 15 U.S.C. § 1692g(a) et seq. or Regulation F.

57. No letter sent by the Defendants provided the disclosures mandated by 15 U.S.C. § 1692e(11) or Regulation F.

58. Defendants' letters threatened that a lawsuit would be filed within the "validation period" afforded by 15 U.S.C. § 1692g(a) et seq. and/or Regulation F.

59. Defendants' letter misstated PERFECT BODY IMAGE's right to attorney's fees on the PERFECT BODY IMAGE obligation.

60. Defendants knew or should have known that their actions violated the FDCPA.

61. Defendants could have taken the steps necessary to bring their actions within compliance with the FDCPA but neglected to do so and failed to adequately review their actions to ensure compliance with the law.

POLICIES AND PRACTICES COMPLAINED OF

62. It is Defendants' policy and practice to collect or attempt to collect debts, which violate the FDCPA, by *inter alia*:

- a) Using false, deceptive or misleading representations or means in connection with the collection of a debt;
- b) Using a false representation of the character, amount or legal status of any debt;
- c) Using unfair or unconscionable means to collect or attempt to collect any debt;
- d) Overshadowing and/or contradicting Plaintiff's rights under the FDCPA;
- e) Failing to provide Plaintiff with notices and/or disclosures which are required by the FDCPA and Regulation F; and
- f) Failing to comply with the provisions of Regulation F.

63. Defendants have made collection attempts against at least 50 natural persons in the State of New York within one year of this Complaint.

COUNT I

FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. VIOLATIONS

64. Plaintiff, on behalf of herself and others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

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

66. Defendants' violated various provisions of the FDCPA including but not limited to: 15 U.S.C. § 1692e; §1692e(2)(A); §1692e(2)(B); §1692e(7); § 1692e(10); §1692e(11); § 1692f; §1692g(a) et seq.; and §1692g(b).

67. Defendants violated 15 U.S.C. § 1692e of the FDCPA by using any false, deceptive or misleading representation or means in connection with their attempts to collect debts from Plaintiff and others similarly situated.

68. Defendants violated 15 U.S.C. § 1692e of the FDCPA in connection with their communications to Plaintiff and others similarly situated.

69. As described herein, Defendants violated 15 U.S.C. § 1692e of the FDCPA.

70. Defendant falsely represented the amount of the debt.

71. Defendant falsely represented the time period for Plaintiff to dispute the debt, request verification of the debt or to request the name and address of the original creditor.

72. Defendants violated 15 U.S.C. § 1692e of the FDCPA by failing to comply with Regulation F.

73. Defendants' false, misleading and deceptive statement(s) is material to the least sophisticated consumer.

74. As described herein, Defendants violated 15 U.S.C. § 1692e(2)(A).

75. As described herein, Defendants violated 15 U.S.C. § 1692e(2)(B).

76. As described herein, Defendants violated 15 U.S.C. § 1692e(7).

77. As described herein, Defendants violated 15 U.S.C. § 1692e(10).

78. As described herein, Defendants violated 15 U.S.C. § 1692e(11).

79. As described herein, Defendants violated 15 U.S.C. § 1692f and § 1692f(1).

80. As described herein, Defendant violated 15 U.S.C. § 1692g(a); § 1692g(a)(1); § 1692g(a)3, § 1692g(a)(4) and § 1692g(a)(5).

81. As described herein, Defendant violated 15 U.S.C. § 1692g(b).

82. As described herein, Defendant violated provisions of Regulation F.

83. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors.

84. Plaintiff and others similarly situated have a right to free from abusive debt collection practices by debt collectors.

85. Plaintiff and others similarly situated have a right to receive proper notices mandated by the FDCPA.

86. Plaintiff and others similarly situated were sent letters, which have the propensity to affect their decision-making with regard to the debt.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and her attorneys as Class Counsel;

(b) Awarding Plaintiff and the Class statutory damages;

(c) Awarding Plaintiff and the Class actual damages, including but not limited to a disgorgement of all money collected during the relevant period;

(d) Awarding pre-judgment interest;

(e) Awarding post-judgment interest;

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

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

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

Dated: February 27, 2023

Respectfully submitted,

By: s/ Joseph K. Jones
Joseph K. Jones, Esq.
jkj@legaljones.com

JONES, WOLF & KAPASI, LLC
One Grand Central Place
60 East 42nd Street, 46th Floor
New York, New York 10165
(646) 459-7971 telephone
(646) 459-7973 facsimile
Attorneys for Plaintiff

Exhibit

A

DOREEN J. SHINDEL & ASSOCIATES, P.C.

325 Middle Country Road- Suite 6

Selden, New York 11784

(631) 656-8044 (o)

(631) 656-8046 (fax)

office@doreenjshindel.com

Doreen J. Shindel, R.N., B.S., Esq.

Kara Fusco, Senior Paralegal

CONSULTANTS:

Patricia Bono, Sr. Paralegal, Consultant

Cynthia Bianchi, R.N. B.S./Nurse Consultant

OF COUNSEL:

Lisa J. Borsella, Esq

PERSONAL & CONFIDENTIAL

February 2, 2023

**VIA ELECTRONIC, REGULAR &
CERTIFIED MAIL RETURN RECEIPT**

Veronica Calixto

[REDACTED]

[REDACTED]

[REDACTED]

Article No. 7022-1670-0002-1836-0300

Re: Perfect Body Image

Dear Ms. Calixto:

Please be advised that we are the attorneys for Perfect Body Image. Your file was forwarded to our office for non-payment of your remaining balance for aesthetic services you received in accordance with the Sales Agreement you signed on December 19, 2022. ***The amount now due and owing to our client is \$3,000.00 and is payable immediately.***

Additionally, your file was also forwarded to our office because on February 1, 2023, ***you attempted theft of services*** when you contacted Care Credit and filed a false, misleading dispute. Specifically, you claimed you did not receive the service you paid for when you in fact did, in clear violation of the terms of the Sales Agreement.

THIS LETTER IS TO ADVISE THAT UNLESS OUR OFFICE RECEIVES A CERTIFIED CHECK FOR THE OUTSTANDING BALANCE OF \$3,000.00 BY FRIDAY, FEBUARY 10, 2023, MY CLIENT HAS AUTHORIZED OUR OFFICE TO SUE YOU FOR THE OUTSTANDING BALANCE, PLUS THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE COSTS AND WHAT YOU ACTUALLY PAID, THE FAIR MARKET VALUE OF ANY FREE SERVICES YOU RECEIVED, PLUS ATTORNEY'S FEES AND COSTS, PURSUANT TO THE TERMS OF THE SALES AGREEMENT.

A review of your file demonstrates that on December 19, 2022, you had a one hour and thirty-four-minute consultation with a Spanish-Speaking Consultant at Perfect Body regarding aesthetic services, and ultimately entered into a Sales Agreement.

Per the one-page Sales Agreement you read and signed on December 19, 2022, you contracted for one (1) session of the aesthetic service Thermage (CPT) to your abdomen and bra line, all at the discounted price of \$12,500.00, which you received and still owe a balance. The fair market value for this service is **\$18,800.00**.

During the consultation you also expressed interest in receiving additional services. Consequently, because you already purchased services with my client, and in consideration of signing a General Release (which you also read and signed on December 19, 2022), my client agreed to give you up to one (1) Thermage (CPT) aesthetic treatment to your buttocks, as well as up to three (3) Z-Wave aesthetic treatments to your abdomen and bra line, both **AT NO CHARGE**.

Per the Sales Agreement, the one (1) session of Thermage (CPT) to your buttocks, provided to you at no-charge, in exchange for the General Release, has a fair market value of **\$8,900.00**, and the three (3) Z-Wave sessions to your abdomen and bra line has a fair market value of **\$12,000.00**.

Pursuant to the terms of your contract, **you agreed** to pay Perfect Body the total cost of \$12,500.00 for your chargeable service by financing the first \$9,500.00 with Care Credit and paying **the remaining balance of \$3,000.00 on or before your first non-chargeable Z-Wave appointment**.

On December 20, 2022, you received your chargeable service of Thermage (CPT) to your abdomen and bra line. This completed the one and only chargeable service on your contract. You also received your free, non-chargeable aesthetic service of Thermage (CPT) to your buttocks during this appointment as well. Upon completing your treatments that day, you scheduled your first non-chargeable Z-Wave treatment for February 14, 2023, at which time payment of your remaining \$3,000.00 balance was due.

On December 22, 2022, my client reached out for a post-treatment follow up call. After my client reviewed the protocol and process, you told them the treatment had been great. Further, you inquired about pricing for additional aesthetic services, to your arms.

On January 23, 2023, you called my client, told them you would be appearing for your non-chargeable Z-Wave appointment on February 14, 2023, but claimed you were no longer working and therefore could not provide the balance due on that date. My client reminded you of the terms of your Agreement, that the balance due was for services you already received, and that payment of the \$3,000.00 was due no later than February 14, 2023.

On January 31, 2023, you again called my client, and told them you did not have the money to pay for the services you had already received. Despite my client having **no obligation to do so**, my client extended you a courtesy by offering to accept payment of the \$3,000.00 balance by breaking it down to three (3) installments of \$1,000.00 per week.

Instead of accepting my client's generosity, later that day, you contacted Care Credit and filed a false, misleading dispute, erroneously claiming you never received the service you paid for. Further, you attempted theft of services, by demanding an unjust refund for the full \$9,500.00 amount financed for services you in fact received. **Enough is enough.**

GIVEN YOUR ACTIONS TO DATE THIS IS OUR LAST OFFER TO YOU. Going forward, **THE REMAINDER OF ALL YOUR FREE TREATMENTS ARE SUSPENDED, and YOUR OUTSTANDING BALANCE OF \$3,000.00 IS NOW IMMEDIATELY DUE AND PAYABLE**, via certified check or money order, and must be received by my office **NO LATER THAN FRIDAY, FEBUARY 10, 2023**. Additionally, moving forward **ALL COMMUNICATION YOU WISH TO HAVE WITH PERFECT BODY MUST BE DIRECTED TO MY OFFICE.**

In the event our office has not received payment by the due date, our office will immediately file a lawsuit without further notice.

You are reminded that the Sales Agreement you signed on December 19, 2022, states if you do not make payments in accordance with the terms of your contract, you agree to pay the difference between the fair market value costs and what you actually paid, which in your case is \$18,200.00, plus attorney's fees.

"I agree that if for any reason, I do not have all of the above-referenced services completed, or, my payment(s) is late, I will be responsible for paying the amount equal to the market value of the agreed-upon services. ... If this Agreement includes services at no charge, Perfect Body may cancel such services if I feel to adhere to the terms of the Agreement, or should I no-show to any appointment without 24hr notice, or if my conduct constitutes bad faith/behavior (e.g. disputing a charge). Should I receive any services, and do not adhere to the entire agreement; I will be responsible for paying the market value for ALL SERVICES RECEIVED."

Additionally, the same Sales Agreement, also states that, in the event my client is forced to enforce this agreement for you to pay the remaining balance causing Perfect Body, LLC to pay for a legal defense you agree to pay all my client's legal fees and costs associated with same, which will at minimum be in the range of \$5,000 to \$10,000.

"I agree that I will be liable for, and will pay, indemnify and reimburse Perfect Body Image, LLC, its members, servants and employees, for all reasonable attorney's fees and other legal or incidental costs and expenses paid or incurred by any one of them in connection with either the enforcement of this Sales Agreement and/or the successful defense of any claim(s)."

Accordingly, be advised that ANY future disputes made by you in violation with the terms of your Sales Agreement will result in our office proceeding with litigation against you, without further warning, for the full market value of all services received, plus attorney's fees, pursuant to the "bad faith" provisions of your contract.

Based on the above, you are urged to conduct yourself accordingly.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

/kef

Encl.

Cc: Perfect Body Image

• LA REPROGRAMACIÓN DE CUALQUIER CITA DE TRATAMIENTO REQUIERE UN AVISO DE 24 HORAS PARA EVITAR QUE SE LE COBRE EL 100% DEL TRATAMIENTO PROGRAMADO, MÁS UNA TARIFA DE \$125 DÓLARES POR NO PRESENTARSE.

Perfect Body

ACUERDO DE VENTA

Yo, Veronica Calixto, el Cliente, contrato a PERFECT BODY IMAGE, LLC, a través agentes y empleados, para realizar ciertos procedimientos no invasivos, no quirúrgicos, de mejora de la apariencia en mí. **ENTIENDO QUE ESTE ACUERDO NO ES CANCELABLE Y TODOS LOS PAGOS O FONDOS NO SON REEMBOLSABLES POR NINGUN MOTIVO.**

Se me ha explicado el significado del Valor de Mercado de un servicio. Se me ha informado del valor del mercado de todos los servicios que deseo adquirir de PERFECT BODY IMAGE, LLC. A continuación se muestra una lista de los servicios, que deseo obtener y del valor de mercado de los mismos:

Servicio(s):	Area(s):	# de Sesiones:	Valor del Mercado:	Valor Descondado:
<u>CPT</u>	<u>Tommy Bralune</u>	hasta <u>1</u>	<u>18800</u>	<u>12500</u>
	<u>Bout</u>	hasta <u>1</u>	<u>8900</u>	<u>N/C</u>
<u>aware</u>	<u>Tommy Bralune</u>	hasta <u>3</u>	<u>12000</u>	<u>N/C</u>
		hasta		

VALOR TOTAL DEL MERCADO: _____

PERFECT BODY IMAGE LLC, PROVEERA LOS SERVICIOS ACORDADOS POR EL PRECIO TOTAL CON DESCUENTO DE:

\$ 12500

El cliente dejará un pago inicial no-reembolsable de \$ 9500 y traerá el saldo de \$ 8 antes del primer tratamiento en 12/19/22 dejando un saldo de 3000. El saldo restante se pagará en (1) pagos, que se efectuarán de la siguiente forma: 9500 Care Credit Owes 3000 1st 2nd

ACEPTO QUE SI (POR CUALQUIER MOTIVO), NO SE COMPLETAN TODOS LOS SERVICIOS MENCIONADOS ANTERIORMENTE, O MI PAGO SE RETRASA, SERÉ RESPONSABLE DE PAGAR LA CANTIDAD EQUIVALENTE AL VALOR DEL MERCADO DE LOS SERVICIOS ACORDADOS. CUALQUIER PAGO REALIZADO A PERFECT BODY PUEDE APLICARSE COMO CRÉDITO POR LOS SERVICIOS, PERO NO ES REEMBOLSABLE POR NINGÚN MOTIVO. **EN CASO DE QUE PRESENTE UNA DISPUTA FINANCIERA (O UNA DEVOLUCIÓN DE CARGO) Y DICHA DISPUTA SEA INFUNDADA, ACEPTO PAGAR LA CANTIDAD EQUIVALENTE AL "VALOR DEL MERCADO" DE LOS SERVICIOS Y/O PRODUCTOS QUE HE RECIBIDO.** LOS SERVICIOS CONTRATADOS ME HAN SIDO EXPLICADOS EN SU TOTALIDAD. ENTIENDO LOS SERVICIOS Y ACEPTO SUS PRECIOS. ENTIENDO QUE ESTOS SERVICIOS PUEDEN IMPLICAR RIESGOS O COMPLICACIONES O LESIONES POR CAUSAS CONOCIDAS Y DESCONOCIDAS, Y ASUMO LIBREMENTE ESTOS RIESGOS. DESEO QUE SE ME REALICEN LOS SERVICIOS. LA CANTIDAD SUGERIDA DE SESIONES DE SERVICIO VARÍA DE UN CLIENTE A OTRO. ENTIENDO LAS INSTRUCCIONES PREVIAS Y POSTERIORES AL TRATAMIENTO Y COMPRENDO PERFECTAMENTE LO QUE SE ESPERA DE MÍ PARA OBTENER LOS MEJORES RESULTADOS. ENTIENDO QUE COMER SANO Y MANTENERSE HIDRATADO ES ESENCIAL PARA OBTENER EL MEJOR RESULTADO, Y ENTIENDO QUE ESTO ES ÚNICAMENTE MI RESPONSABILIDAD. ENTIENDO QUE PERFECT BODY IMAGE LLC. NO PUEDE CONTROLAR MIS HÁBITOS ALIMENTICIOS NI MI ESTILO DE VIDA. TAMBIÉN ENTIENDO QUE CUALQUIER AUMENTO DE PESO Y O EL NO CUMPLIMIENTO DE MIS RESPONSABILIDADES DESPUÉS DEL TRATAMIENTO CASI SEGURO QUE AFECTARÁ DIRECTAMENTE EL RESULTADO DE MIS SERVICIOS DE UNA MANERA NEGATIVA. NO SE ESPERAN GARANTÍAS DE RESULTADOS O EFICACIA DE MIS SERVICIOS. NO SE ME HA DADO NINGUNA GARANTÍA DE RESULTADOS O EFICACIA.

HE LEÍDO Y ENTENDIDO TODO ESTE ACUERDO, Y ACEPTO Y ESTOY DE ACUERDO CON TODOS SUS TÉRMINOS Y CONDICIONES. ACEPTO ESTE ACUERDO VOLUNTARIAMENTE, CON PLENO CONOCIMIENTO DE SUS EFECTOS.

ANEXO AL CONTRATO DE VENTA

SE ME HA EXPLICADO PLENAMENTE QUE EL LENGUAJE DEL ACUERDO DE VENTA "PRECIO CON DESCUENTO" SE REFIERE ÚNICAMENTE AL VALOR JUSTO DEL MERCADO FRENTE AL VALOR CON DESCUENTO DE LOS SERVICIOS ESTÉTICOS QUE HE COBRADO Y PAGADO Y, NADA MÁS.

SE ME HA EXPLICADO ADEMÁS QUE EN EL CASO DE QUE EL ACUERDO DE VENTA INCLUYA SERVICIOS O PRODUCTOS ESTÉTICOS ADICIONALES QUE SE ME PROPORCIONEN DE FORMA GRATUITA, INCLUSO SI ESTOS SERVICIOS SE ENUMERAN EN EL ACUERDO DE VENTA, LOS SERVICIOS GRATUITOS SIN CARGO NO SE CONSIDERAN PARTE DEL "PRECIO CON DESCUENTO". POR EL CONTRARIO, LOS SERVICIOS GRATUITOS SE ENUMERAN EN EL CONTRATO DE VENTA ÚNICAMENTE POR CONVENIENCIA. POR LO TANTO, HE SIDO INFORMADO Y ENTIENDO Y ACEPTO QUE NO DISPUTARÉ, SOLICITARÉ UN REEMBOLSO O PRESENTARÉ UNA DEMANDA POR INCUMPLIMIENTO DE CONTRATO SOLICITANDO UN REEMBOLSO RELACIONADO ÚNICAMENTE CON LOS SERVICIOS ESTÉTICOS QUE SE ME OFRECIERON O RECIBÍ DE FORMA GRATUITA.

SE ME HA INFORMADO Y ENTIENDO QUE SI INCUMPO CUALQUIER DISPOSICIÓN DEL ACUERDO DE VENTA Y/O DE LA CLÁUSULA ADICIONAL DEL ACUERDO DE VENTA, ACEPTO LAS SIGUIENTES DISPOSICIONES INDEPENDIENTES QUE SE ESTABLECEN A CONTINUACIÓN:

1. **VALOR JUSTO DEL MERCADO DE LOS SERVICIOS GRATUITOS:** SI ESTE ACUERDO INCLUYE SERVICIOS SIN CARGO, PERFECT BODY PUEDE CANCELAR DICHOS SERVICIOS. SI YO NO ME PRESENTO A ALGUNA CITA SIN PREVIO AVISO DE 24 HORAS, O NO CUMPO A TODO ESTE ACUERDO; ES DECIR, PRESENTAR UNA DISPUTA; PRESENTAR UNA DEMANDA CONTRA PERFECT BODY IMAGE, LLC EN VIOLACIÓN DE LA CLÁUSULA ADICIONAL DEL ACUERDO DE VENTA, SERÉ RESPONSABLE DE PAGAR EL VALOR DEL MERCADO DE TODOS LOS SERVICIOS RECIBIDOS GRATUITAMENTE.

2. **HONORARIOS RAZONABLES DE LOS ABOGADOS, COSTES Y GASTOS:** YO ESTOY DE ACUERDO EN QUE YO SOY RESPONSABLE, Y PAGARE, INDEMNIZAR Y REEMBOLSARE A PERFECT BODY IMAGE, LLC, SUS MIEMBROS, SIRVIENTES Y EMPLEADOS, POR TODOS LOS HONORARIOS RAZONABLES DE ABOGADOS Y OTROS COSTOS Y GASTOS LEGALES O INCIDENTALES PAGADOS O INCURRIDOS POR CUALQUIERA DE ELLOS EN RELACIÓN CON EL CUMPLIMIENTO DE ESTE ACUERDO DE VENTA DE LA CLÁUSULA ADICIONAL Y/O LA DEFENSA EXITOSA DE CUALQUIER RECLAMO QUE YO INICIE RELACIONADO CON LOS SERVICIOS GRATUITOS QUE YO RECIBÍ. LA DISPOSICIÓN DE ESTA SECCIÓN CONSTITUYE UN ACUERDO DISTINTO Y SEPARABLE DE LOS DERECHOS CONTRACTUALES CREADOS POR ESTE ACUERDO. EN CASO DE QUE SE DICTE UNA SENTENCIA EN CONTRA DE UNA DE LAS PARTES EN RELACIÓN CON CUALQUIER ASPECTO DE ESTE ACUERDO O DEL OBJETO DEL MISMO, EL DERECHO A RECUPERAR LOS HONORARIOS DE LOS ABOGADOS POSTERIORES A LA SENTENCIA Y OTROS COSTOS INCURRIDOS EN LA EJECUCIÓN DE LA MISMA NO SE FUSIONARÁ NI SE EXTINGUIRÁ CON NINGUNA SENTENCIA MONETARIA. EL CLIENTE ACEPTA QUE CUALQUIER LITIGIO RELACIONADO CON EL ACUERDO DE VENTA, INCLUIDA LA CLÁUSULA SEPARADA DE "HONORARIOS DE ABOGADOS Y COSTOS DE COBRO O EJECUCIÓN" LA CLÁUSULA DE ESTE ACUERDO SE LLEVARÁ A CABO EN EL CONDADO DE SUFFOLK, EN EL ESTADO DE NUEVA YORK.

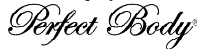
SE ME DIO LA OPORTUNIDAD DE RESPONDER A TODAS LAS PREGUNTAS RELACIONADAS CON EL LENGUAJE DE LA CLÁUSULA ADICIONAL Y EL ACUERDO DE VENTA Y TODAS MIS PREGUNTAS FUERON RESPONDIDAS SATISFACTORIAMENTE.

X Balpo
FIRMA DEL CLIENTE

FECHA

12/19/22

APROBADA POR: Perfect Body



SALES AGREEMENT

I, _____, the Client, engage PERFECT BODY IMAGE, LLC, by its agents and employees, to perform certain non-invasive, non-surgical, appearance enhancement procedures on me. ***I UNDERSTAND THAT THIS AGREEMENT IS NON-CANCELABLE AND ALL PAYMENTS OR FUNDING'S ARE NON-REFUNDABLE FOR ANY REASON.***

The meaning of Market Value of a service has been explained to me. I have been informed of the Market Value of all services I desire to purchase from PERFECT BODY IMAGE, LLC. Below is a list of the service(s), which I wish to have rendered, and the market value of thereof:

<u>Service(s):</u>	<u>Area(s):</u>	<u># of Sessions:</u>	<u>Market Value:</u>	<u>Discounted Value:</u>
_____	_____	up to _____	_____	_____
_____	_____	up to _____	_____	_____
_____	_____	up to _____	_____	_____
_____	_____	up to _____	_____	_____
TOTAL MARKET VALUE:			_____	

PERFECT BODY IMAGE LLC, WILL PROVIDE THE CHARGEABLE SERVICES FOR THE TOTAL DISCOUNTED PRICE OF:

\$

Client will leave an initial non-refundable payment of \$ _____ and will bring the balance of \$ _____ before the first treatment on ____/____/____, leaving a balance of \$ _____. The remaining balance will be paid over (____) payments, to be paid as follows:

I AGREE THAT IF (FOR ANY REASON), I DO NOT HAVE ALL OF THE ABOVE-REFERENCED SERVICES COMPLETED, OR MY PAYMENT IS LATE, I WILL BE RESPONSIBLE FOR PAYING THE AMOUNT EQUAL TO THE MARKET VALUE OF THE AGREED-UPON SERVICES. ANY PAYMENTS MADE TO PERFECT BODY MAY BE APPLIED AS A CREDIT FOR SERVICES BUT IS NON-REFUNDABLE FOR ANY REASON. **SHOULD I FILE A FINANCIAL DISPUTE (OR A CHARGEBACK) AND THAT DISPUTE IS UNFOUNDED, I AGREE TO PAY THE AMOUNT EQUAL TO THE "MARKET VALUE" OF THE SERVICES AND/OR PRODUCTS I RECEIVED.** THE CONTRACTED SERVICES HAVE BEEN EXPLAINED TO ME IN FULL. I UNDERSTAND THE SERVICES AND AGREE TO THEIR PRICES. I UNDERSTAND THAT THESE SERVICES MAY INVOLVE RISK OR COMPLICATIONS OR INJURY FROM KNOWN AND UNKNOWN CAUSES, AND I FREELY ASSUME THESE RISKS. I WISH TO HAVE THE SERVICES PERFORMED ON ME. THE SUGGESTED AMOUNT OF SERVICE SESSIONS VARIES FROM CLIENT TO CLIENT. I UNDERSTAND THE PRE- AND POST-TREATMENT INSTRUCTIONS AND FULLY UNDERSTAND WHAT IS EXPECTED OF ME TO OBTAIN THE BEST RESULTS. I UNDERSTAND THAT EATING HEALTHY AND STAYING HYDRATED IS ESSENTIAL TO OBTAINING THE BEST OUTCOME, AND I UNDERSTAND THIS IS SOLELY MY RESPONSIBILITY. I UNDERSTAND PERFECT BODY CANNOT CONTROL MY EATING HABITS OR LIFESTYLE. I ALSO UNDERSTAND THAT ANY WEIGHT GAIN AND OR NOT COMPLYING WITH MY POST-TREATMENT RESPONSIBILITIES WILL ALMOST CERTAINLY DIRECTLY AFFECT THE OUTCOME OF MY SERVICES IN A NEGATIVE MANNER. NO GUARANTEES OF RESULTS OR EFFICACY ARE EXPECTED OF MY SERVICES. NO GUARANTEES OF RESULTS OR EFFICACY HAS BEEN MADE TO ME.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. I ENTER INTO THIS AGREEMENT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS EFFECTS.

RIDER TO SALES AGREEMENT

IT HAS BEEN FULLY EXPLAINED TO ME/US THAT THE LANGUAGE IN THE SALES AGREEMENT "DISCOUNTED PRICE" RELATES SOLELY TO THE FAIR MARKET VALUE VERSUS THE DISCOUNTED VALUE OF THE AESTHETIC SERVICES I/WE WERE CHARGED FOR AND PAID FOR AND, NOTHING ELSE.

IT HAS BEEN FURTHER EXPLAINED TO ME THAT IN THE EVENT THE SALES AGREEMENT INCLUDES ADDITIONAL AESTHETIC SERVICES OR PRODUCTS TO ME/US PROVIDED FREE OF CHARGE, EVEN IF THESE SERVICES ARE LISTED IN THE SALES AGREEMENT, THE FREE NO CHARGE SERVICES ARE NOT CONSIDERED PART OF THE "DISCOUNTED PRICE". INSTEAD, THE FREE NO CHARGE SERVICES ARE LISTED ON THE SALES AGREEMENT SOLELY FOR CONVENIENCE. THEREFORE, I WAS INFORMED AND UNDERSTAND AND AGREE THAT I/WE WILL NOT DISPUTE, REQUEST A REFUND OR BRING ANY BREACH OF CONTRACT LAWSUIT REQUESTING A REFUND SOLELY RELATED TO ANY AESTHETIC SERVICES I/WE WERE OFFERED OR RECEIVED FREE OF CHARGE.

I/WE WERE FURTHER INFORMED AND UNDERSTAND AND AGREE THAT IF I/WE BREACH ANY PROVISION OF THE SALES AGREEMENT AND/OR RIDER TO THE SALES AGREEMENT, I/WE AGREE TO THE FOLLOWING SEPARATE PROVISIONS SET-FORTH BELOW:

1. FAIR MARKET VALUE OF FREE SERVICES: IF THIS AGREEMENT INCLUDES SERVICES AT NO CHARGE, PERFECT BODY MAY CANCEL SUCH SERVICES IF I/WE FEEL NO-SHOW TO ANY APPOINTMENT WITHOUT 24HR NOTICE, OR DO NOT ADHERE TO THE ENTIRE AGREEMENT; I.E., SUBMIT A CHARGE BACK; BRING A LAWSUIT AGAINST PBI IN VIOLATION OF THE RIDER TO THE SALES AGREEMENT, I WILL BE RESPONSIBLE FOR PAYING THE MARKET VALUE FOR ALL FREE SERVICES RECEIVED."

2. REASONABLE ATTORNEYS FEES, COSTS AND EXPENSES: I/WE AGREE THAT I/WE WILL BE LIABLE FOR, AND WILL PAY, INDEMNIFY, AND REIMBURSE PERFECT BODY IMAGE, LLC, ITS MEMBERS, SERVANTS, AND EMPLOYEES, FOR ALL REASONABLE ATTORNEY'S FEES AND OTHER LEGAL OR INCIDENTAL COSTS AND EXPENSES PAID OR INCURRED BY ANY ONE OF THEM IN CONNECTION WITH THE ENFORCEMENT OF THIS RIDER SALES AGREEMENT AND/OR THE SUCCESSFUL DEFENSE OF ANY CLAIM(S) I/WE COMMENCE RELATED TO NO CHARGE FREE SERVICES I/WE RECEIVED. THE PROVISION OF THIS SECTION CONSTITUTES A DISTINCT AND SEVERABLE AGREEMENT FROM THE CONTRACTUAL RIGHTS CREATED BY THIS AGREEMENT. IN THE EVENT A JUDGMENT AGAINST ONE PART CONCERNING ANY ASPECT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, THE RIGHT TO RECOVER POST-JUDGMENT ATTORNEY'S FEES AND OTHER COSTS INCURRED IN ENFORCING THE JUDGMENT SHALL NOT BE MERGED INTO AND EXTINGUISHED BY ANY MONEY JUDGMENT. CLIENT AGREES THAT ANY LITIGATION REGARDING THE SALES AGREEMENT INCLUDING THE SEPARATE "ATTORNEY'S FEES AND COLLECTION OR ENFORCEMENT COSTS" CLAUSE OF THIS AGREEMENT SHALL BE HEARD IN THE COUNTY OF SUFFOLK, IN THE STATE OF NEW YORK.

I/WE WERE PROVIDED WITH AN OPPORTUNITY TO ANSWER ALL QUESTIONS RELATED TO THE LANGUAGE IN THE RIDER AND THE SALES AGREEMENT AND ALL OF MY QUESTIONS WERE SATISFACTORILY ANSWERED.

X _____
CLIENT SIGNATURE

_____/_____/_____
DATE

APPROVED BY: PERFECT BODY

Exhibit

B

New York
One Grand Central Place
60 East 42nd St., 46th Floor
New York, NY 10165
p. (646) 459-7971
f. (646) 459-7973

New Jersey
375 Passaic Ave., Ste. 100
Fairfield, NJ 07004
p. (973) 227-5900
f. (973) 244-0019



Joseph K. Jones, Esq.^{††}
Benjamin J. Wolf, Esq.^{††}
Anand A. Kapasi, Esq.[†]
Paul Gottlieb, Of Counsel

^{††}Admitted NY, NJ, CT
[†]Admitted NY, NJ

www.legaljones.com

Reply to: New York

February 5, 2023

Via Email office@doreenjshindel.com, Facsimile (631) 656-8046, and First Class Mail

Doreen J. Shindel, Esq.
Doreen J. Shindel & Associates, P.C.
325 Middle Country Road, Suite 6
Selden, New York 11784

Re: Veronica Calixto
Your Client: Perfect Body Image

Dear Ms. Shindel:

This firm represents the interest of Veronica Calixto relative to the above-referenced matter. PLEASE TAKE NOTICE, that Veronica Calixto hereby disputes the validity of the debt. Therefore, you are not to assume this debt to be valid.

Pursuant to **15 U.S.C. §1692c(c)**, you are hereby instructed to immediately *Cease and Desist* all collection efforts and communications. Ms. Calixto hereby revokes any and all prior authorization or permission, whether given in writing, orally or otherwise, that may have been granted to make contact *via* mobile telephone, (whether by calling or texting), land line, social media, email or to any facsimile device. Furthermore, Ms. Calixto expressly prohibits you from sharing any information about her or the alleged debt with *any* third parties.

Pursuant to **15 U.S.C. §1692g(b)**, my client disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New York office. Additionally, pursuant to **15 U.S.C. §1692e(8)**, if Doreen J. Shindel & Associates, P.C., is reporting credit information concerning this alleged debt, then it is obligated to report it as disputed.

Your anticipated cooperation in this matter is appreciated.

JONES, WOLF & KAPASI, LLC

/s/ Joseph K. Jones

Joseph K. Jones, Esq.
jkj@legaljones.com

Exhibit

C

DOREEN J. SHINDEL & ASSOCIATES, P.C.

325 Middle Country Road- Suite 6

Selden, New York 11784

(631) 656-8044 (o)

(631) 656-8046 (fax)

office@doreenjshindel.com

Doreen J. Shindel, R.N., B.S., Esq.

Kara Fusco, Senior Paralegal

CONSULTANTS:

Patricia Bono, Sr. Paralegal, Consultant

Cynthia Bianchi, R.N. B.S./Nurse Consultant

OF COUNSEL:

Lisa J. Borsella, Esq

PERSONAL & CONFIDENTIAL

February 14, 2023

VIA EMAIL AND REGULAR MAIL

jkj@legaljones.com

Jones, Wolf & Kapasi, LLC
One Grand Central Place
60 East 42nd Street, 46th Floor
New York, New York 10165
Attn: Mr. Joseph K. Jones, Esq.

Re: Veronica Calixto

Dear Mr. Jones:

Please be advised that we are the attorneys for Perfect Body Image. I am in receipt of your letter dated February 5, 2023 and write to advise that your letter is inapplicable to our firm, as we are not a collection agency.

Had you done your homework you would have realized that our firm doesn't do collections and also, our firm are the attorneys for Perfect Body. Our office is seeking to recover moneys owed my client for services your client contracted for, received, and failed to pay the full balance in breach of the Sales Agreement she signed.

Our office is in the process of preparing a Summons and Complaint for among other things, breach of contract. Kindly advise if your firm will be accepting service on behalf of Ms. Calixto. If we receive no response by your firm as to accepting service by the end of the week, our office will serve Ms. Calixto personally.

Your prompt attention to this matter is appreciated.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

Djs/bhs

Cc: Perfect Body Image

Exhibit

D

New York
One Grand Central Place
60 East 42nd St., 46th Floor
New York, NY 10165
p. (646) 459-7971
f. (646) 459-7973

New Jersey
375 Passaic Ave., Ste. 100
Fairfield, NJ 07004
p. (973) 227-5900
f. (973) 244-0019



Joseph K. Jones, Esq.^{††}
Benjamin J. Wolf, Esq.^{††}
Anand A. Kapasi, Esq.[†]
Paul Gottlieb, Of Counsel

^{††}Admitted NY, NJ, CT
[†]Admitted NY, NJ

www.legaljones.com

Reply to: New York

February 15, 2023

Via Email office@doreenjshindel.com, Facsimile (631) 656-8046, and First Class Mail

Doreen J. Shindel, Esq.
Doreen J. Shindel & Associates, P.C.
325 Middle Country Road, Suite 6
Selden, New York 11784

Re: Veronica Calixto
Your Client: Perfect Body Image

Dear Ms. Shindel:

I am in receipt of your letter dated February 14, 2023 and I disagreed with your self-serving determination. Therefore, I renew my instructions that you immediately *Cease and Desist* all collection efforts and communications. Ms. Calixto disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New York office.

Furthermore, Ms. Calixto hereby revokes any and all prior authorization or permission, whether given in writing, orally or otherwise, that may have been granted to make contact *via* mobile telephone, (whether by calling or texting), land line, social media, email or to any facsimile device. Furthermore, Ms. Calixto expressly prohibits you from sharing any information about her or the alleged debt with *any* third parties.

Your anticipated cooperation in this matter is appreciated.

JONES, WOLF & KAPASI, LLC

/s/ Joseph K. Jones

Joseph K. Jones, Esq.
jkj@legaljones.com

Exhibit

E

DOREEN J. SHINDEL & ASSOCIATES, P.C.

325 Middle Country Road- Suite 6

Selden, New York 11784

(631) 656-8044 (o)

(631) 656-8046 (fax)

office@doreenjshindel.com

Doreen J. Shindel, R.N., B.S., Esq.

Kara Fusco, Senior Paralegal

CONSULTANTS:

Patricia Bono, Sr. Paralegal, Consultant

Cynthia Bianchi, R.N. B.S./Nurse Consultant

OF COUNSEL:

Lisa J. Borsella, Esq

PERSONAL & CONFIDENTIAL

February 24, 2023

VIA EMAIL AND REGULAR MAIL

jkj@legaljones.com

Jones, Wolf & Kapasi, LLC

One Grand Central Place

60 East 42nd Street, 46th Floor

New York, New York 10165

Attn: Mr. Joseph K. Jones, Esq.

Re: Veronica Calixto

Dear Mr. Jones:

As you know we are the PERSONAL attorneys for Perfect Body Image. As such, our office serves all Perfect Body's legal needs, including commencing lawsuits where client's fail to pay for aesthetic services they received.

I am in receipt of your letter dated February 15, 2023, and again write to advise, you have no idea what you are talking about. It is apparent from your letter you don't know the facts and relationships concerning our client and your client.

So let me educate you. First, my client is a business that provided *aesthetic services* to your client. Your client signed a contract with my client agreeing to pay a certain amount of money in consideration for receiving aesthetic services.

Your client chose to finance PART of the aesthetic services with a finance company that my client does not own or operate. Your client chose to pay the remainder of the contract price to my client via cash or check.

Your client failed to pay my client the remainder of the CONTRACT PRICE she owes my client after she received all of her aesthetic treatments she contracted for.

Apparently, your client is also failing to pay the finance company who probably referred her debt to a collection agency.

As Perfect Body's PERSONAL ATTORNEYS, our office has a custom and practice of sending a demand letter to a client to pay their outstanding balance before filing a breach of contract lawsuit against a client. Our office is preparing the complaint as we speak.

If your client is receiving letters from a collection agency, (WHICH OUR FIRM IS NOT), it is because your client is failing to pay the loan she financed.

Our firm will be serving Ms. Galbraith personally with a Summons and Complaint for breach of contract, unless you send our office a letter stating that you are representing her against any causes of action Perfect Body files against your client for breach of contract.

Hopefully, this clears things up for you.

DOREEN J. SHINDEL & ASSOC., P.C.

Doreen J. Shindel, Esq.

BY:

Doreen J. Shindel, Esq.

Djs/bhs

Cc: Perfect Body Image