

Willson v Transworld Sys. Inc.

2025 NY Slip Op 33352(U)

September 8, 2025

Supreme Court, New York County

Docket Number: Index No. 155640/2024

Judge: Mary V. Rosado

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. MARY V. ROSADO **PART** **33M**

Justice

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OCASIO WILLSON

Plaintiff,

- v -

TRANSWORLD SYSTEMS INC.,

Defendant.

INDEX NO. 155640/2024

MOTION DATE 01/24/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

were read on this motion to/for DISMISS.

Upon the foregoing documents, and after a final submission date of June 2, 2025, Defendant Transworld Systems Inc.’s (“Defendant”) motion to dismiss Plaintiff Ocasio Wilson’s (“Plaintiff”) Complaint is granted. Plaintiff’s cross motion to deem Defendant’s Answer and motion to dismiss as untimely is denied.

I. Background

Plaintiff seeks to recover for alleged damages from Defendant, a debt collector, for violations of the Fair Debt Collection Practices Act (“FDCPA”) (*see* 15 U.S.C. § 1692, *et seq.*). Plaintiff alleges that on May 9, 2024, a report from Credit Karma showed that Defendant was trying to collect on a debt of \$2,118.21 which Plaintiff allegedly owed to non-party National Grid (NYSCEF Doc. 1 at ¶ 46). Allegedly, that same day, Plaintiff sent a letter to Defendant stating “[d]on’t contact me about this debt” (*id.* at ¶ 49). On May 23, 2024, Plaintiff allegedly received documents from Defendant with accounting statements purportedly validating the alleged debt (*id.* at ¶ 51). Plaintiff alleges receiving this letter has caused him to suffer “intrusion upon seclusion

damages” including anger, anxiety, decreased ability to focus, frustration, severe emotional distress, headaches, and loss of money.

Plaintiff commenced this action on June 20, 2024, alleging a violation of 15 U.S.C. § 1692c(c).¹ An affidavit of service shows Defendant was served on July 31, 2024 (NYSCEF Doc. 3). Defendant filed its Answer on August 30, 2024, which included as an affirmative defense lack of standing for failure to allege an injury-in-fact. Plaintiff filed a “notice of rejection” claiming Defendant’s Answer was ten days late (NYSCEF Doc. 5). On January 24, 2025, Defendant filed this motion to dismiss pursuant to CPLR 3211(a)(3), arguing that Plaintiff’s alleged damages fail to allege an injury-in-fact. Plaintiff filed a cross motion asking the Court to strike Defendant’s Answer and to disregard this motion to dismiss as untimely. For the following reasons, Defendant’s motion is granted, and Plaintiff’s cross motion is denied.

II. Discussion

The Court first addresses Plaintiff’s cross motion, which is denied. Defendant’s Answer was filed ten days late and prior to entry of default judgment. Pursuant to CPLR 2004, this Court may extend the time fixed by any rule or order for doing any act, upon such terms as may be just and upon good cause shown. Here, the Court finds Defendant’s ten-day delay in serving an Answer to be *de minimis*. Moreover, Plaintiff has failed to show any prejudice from the ten-day delay. Striking an Answer for a ten-day delay would be an unduly harsh and unjust result. Thus, in the interest of justice, the Court accepts Defendant’s Answer as timely filed, *nunc pro tunc*.

Equally unavailing is Plaintiff’s argument that Defendant’s motion to dismiss based on lack of standing is untimely. Defendant expressly asserted as an affirmative defense that Plaintiff

¹ This provision states that if a consumer notifies a debt collector in writing that the consumer refuses to pay the debt or that the consumer wishes the debt collector to cease further communication with the consumer, then the debt collector shall not communicate further with respect to such debt.

failed to allege injury-in-fact, thereby preserving this defense for dismissal later in litigation (*see, e.g. Leon Bernstein Commercial Corp. v Pan American World Airways*, 72 AD2d 707, 708 [1st Dept 1979] [standing preserved where asserted as affirmative defense]; *cf. Centaur Properties, LLC v Farahdian*, 29 AD3d 468, 468 [1st Dept 2006] [standing waived where it was not raised as affirmative defense]). Therefore, Plaintiff's cross motion is denied.

Turning to Defendant's motion, the Court agrees that Plaintiff has failed to allege an injury-in-fact sufficient to warrant judicial intervention (*see, e.g. Green v Forster & Garbus, LLP*, 237 AD3d 1059 [2d Dept 2025]). This lawsuit is about one alleged instance where, in response to a letter from Plaintiff disputing the debt and asking not to be contacted, Defendant sent a letter with information allegedly validating the debt and advising him the statute of limitations to sue to collect on that debt expired (NYSCEF Docs. 16-17). Based on receiving this one letter, Plaintiff seeks to recover "intrusion on seclusion" damages, claiming Defendant's alleged breach of Plaintiff's seclusion has caused him headaches, anger, anxiety, and inability to focus.

These ephemeral and vague allegations of emotional harms arising from the receipt of one letter, which advised Plaintiff that the time to sue on the debt expired, does not establish a concrete harm required to sue for damages based on an alleged violation of 15 U.S.C. § 1692c(c) (*see, e.g. TransUnion LLC v Ramirez*, 595 U.S. 413, 434 [2021] [mere existence of inaccurate information in a database is insufficient to confer standing]; *cf. Shorts v Cedars Business Services, LLC*, 767 F.Supp.3d 96, 100 [SDNY 2025] [emotional anguish stemming from debt collector's multiple e-mails to consumer attempting to collect on debt after consumer advised she refused to pay satisfied injury-in-fact requirement]). While the Courthouse doors are not closed to plaintiffs who face emotional anguish from unscrupulous debt collectors, in this case, the alleged injuries arising from one letter that advised Plaintiff the time to sue on the debt expired does not give rise to a legally

cognizable injury. Therefore, Defendant’s motion to dismiss is granted, and the Complaint is dismissed.

Accordingly, it is hereby,

ORDERED that Defendant’s motion to dismiss pursuant to CPLR 3211(a)(3) is granted and Plaintiff’s Complaint is hereby dismissed; and it is further

ORDERED that Plaintiff’s cross motion is denied in its entirety; and it is further

ORDERED that within ten days of entry, counsel for Defendant shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

<u>9/8/2025</u> DATE					<u>Mary V Rosado JSC</u> HON. MARY V. ROSADO, J.S.C.			
CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED	<input type="checkbox"/>	NON-FINAL DISPOSITION		
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>		<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER			<input type="checkbox"/>	SUBMIT ORDER		
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE