



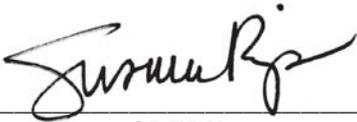
defendant's conduct have "a broader impact on consumers at large" (see *Oswego Laborers' Local 214 Pension Fund v Marine Midland Bank*, 85 NY2d 20, 25 [1995]; *Cruz v NYNEX Info. Resources*, 263 AD2d 285, 290 [1st Dept 2000] ["The statute's consumer orientation does not preclude its application to disputes between businesses per se, but it does severely limit it"]). Plaintiff's conclusory allegations as to the effect of the conduct on other consumers are insufficient to transform a private dispute into conduct with further-reaching impact (see *Camacho v IO Practiceware, Inc.*, 136 AD3d 415 [1st Dept 2016]; *Golub v Tanenbaum-Harber Co., Inc.*, 88 AD3d 622, 623 [1st Dept 2011], *lv denied* 19 NY3d 806 [2012]).

Second, the continued billing after termination of the account was not deceptive or materially misleading, because it was clearly in error and not "likely to mislead a reasonable consumer acting reasonably under the circumstances" (*Oswego*, 85 NY2d at 26).

Third, plaintiff does not allege that he was injured as a result of defendant's alleged deceptive acts. While he was not required to plead reliance, plaintiff was required to allege that he was deceived (*see id.*). The complaint does not so allege.

THIS CONSTITUTES THE DECISION AND ORDER  
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: JANUARY 26, 2017

  
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CLERK