

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

ROBERT FLEENOR and CRYSTAL BARTZ, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-882
)	CLASS ACTION COMPLAINT
Plaintiffs,)	
v.)	Jury Trial Demanded
NCB MANAGEMENT SERVICES, INC.,)	
Defendant.)	

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”).

JURISDICTION

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Robert Fleenor is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff Crystal Bartz is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Each Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from them debts allegedly incurred for personal, family, or household purposes.

6. Defendant NCB Management Services, Inc. (“NCB”) is a foreign corporation with its principal place of business located at One Allied Drive, Trevoese, PA 19053.

7. NCB is engaged in the business of collecting debts. NCB collects debts on behalf of third parties, and NCB also purchases and receives assignment of consumer debts that are in default at the time NCB acquires them.

8. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

9. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*,

2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017).

10. The primary purpose of NCB's business, and NCB's principal purpose, is the collection of consumer debts.

11. The homepage of NCB's website states:

NCB Management Services, Inc. has been buying and collecting consumer debt on a large-scale and national basis for nearly 20 years. We are trusted by some of the most recognized banking brands in the country. Our operational capabilities and experience have made us very competitive in this vertical.

<http://www.ncbi.com/>.

12. The primary purpose of debt buying is debt collection. *See, e.g. Mitchell v. LVNV Funding, LLC*, No. 2:12-CV-523-TLS, 2017 U.S. Dist. LEXIS 206440 *16 (N.D. Ind. Dec. 15, 2017) (“‘[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,’ and ... ‘[d]ebt buyers don't buy debts to use them as wallpaper, but to turn them into money’” (quoting Pl.’s Reply Br.)).

13. When attempting to collect debts owed to itself or third-parties, NCB uses both ordinary collection methods such as mail and telephone communications, and also civil lawsuits, in its collection business.

14. Upon information and belief, NCB by itself and through its attorneys, files thousands of collection lawsuits against consumers in state courts annually. Wisconsin Circuit Court Access (CCAP), for example, shows that NCB has filed well over 50 small claims lawsuits against Wisconsin consumers in 2018 as of the date of this Complaint. When NCB obtains judgment in such actions, usually by default, it frequently seeks to garnish consumers' wages by contacting the consumers' employers.

15. NCB is a debt collector as defined in 15 U.S.C. § 1692a. *Barbato*, 2017 U.S. Dist. LEXIS 172984; *Tepper v. Amos Fin., LLC*, 2017 U.S. Dist. LEXIS 127697 *20-22.

FACTS

Facts Related to Plaintiff Fleenor

16. On or about August 15, 2017, NCB mailed a debt collection letter to Plaintiff Fleenor regarding an alleged debt owed to “World’s Foremost Bank.” A copy of this letter is attached to this Complaint as Exhibit A.

17. Upon information and belief, the alleged debt referenced in Exhibit A was incurred by use of a credit card, used only for personal, family, and household purposes.

18. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Plaintiff Fleenor inserted by computer.

19. Upon information and belief, Exhibit A is a form debt collection letter, used by NCB to attempt to collect alleged debts.

20. Exhibit A lists the balance of the alleged debt as \$610.22.

21. Exhibit A also includes the following representation:

This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose. As of the date of this letter, you owe \$610.22. Because of interest, late charges, and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you.

Please see reverse side for important information.

22. Exhibit A does not reference any other amount due.

23. Upon information and belief, the alleged debt referenced in Exhibit A had not yet been accelerated at the time Exhibit A was sent to Plaintiff Fleenor.

24. On or about July 7, 2017, Plaintiff Fleenor received a billing statement for his account with World's Foremost Bank. A copy of this statement is attached to the Complaint as Exhibit B.

25. Exhibit B shows a "New Balance" of \$562.17, a "Minimum Payment Due" of \$171.00, and a "Payment Due Date" of August 2, 2017.

26. Upon information and belief, the subsequent billing statement received by Plaintiff Fleenor, sent on or about August 7, 2017, showed his account with a "New Balance" of \$610.22, the amount listed as the balance in Exhibit A, but still sought a "Minimum Payment Due" with a due date on or about September 2, 2018.

27. By listing only the total balance of Plaintiff Fleenor's account, Exhibit A falsely represents that the alleged debt had been accelerated.

28. By listing only the total balance of Plaintiff Fleenor's account prior to the acceleration of his alleged debt without listing the amount currently due, Exhibit A is false, deceptive, and misleading as to the amount of the debt currently due to the creditor. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) ("In the context of a debt, 'owing' an amount is distinguishable from the amount 'due.'").

29. Alternatively, if Plaintiff Fleenor's account actually had been accelerated, the representation included in Exhibit A that "[b]ecause of interest, late charges, and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater" is false, deceptive, and misleading.

30. Upon information and belief, World's Foremost Bank had no intention to collect post-charge-off interest on Plaintiff Fleenor's account. *See, e.g., McDonald v. Asset Acceptance LLC*, 296 F.R.D. 513, 521 (E.D. Mich. Aug. 7, 2013), *vacated by McDonald v. Asset Acceptance*

LLC, 2016 U.S. Dist. LEXIS 102182 (E.D. Mich. June 23, 2016) (“Asset produced credit card account purchase agreements with other creditors that do not charge post charge-off interest. These include . . . World’s Foremost Bank of Nebraska.”).

31. Upon information and belief, neither NCB, nor World’s Foremost Bank, could or intended to collect a late fee. The balance of Fleenor’s account had already been accelerated. *See, e.g., Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 794 (7th Cir. 2003) (“If for whatever reason, the Rizzos did not want to pay the late fees, they were free to pay the loan as accelerated. Such a payment would nullify any obligation to pay post-acceleration late fees.”).

32. Even if the debt was, in fact, bearing interest, the unsophisticated consumer would understand the statement that the balance may increase as a result of “other charges” to mean that the creditor, or the debt collector, could impose late fees or collection fees in addition to the interest that was actually accruing.

33. Also upon information and belief, neither NCB, nor World’s Foremost Bank, could or intended to collect a collection fee. The WCA specifically prohibits the attachment of collection fees and other “default charges” on consumer credit transactions, even if the fee is separately negotiated. Wis. Stat. § 422.413(1) provides:

no term of a writing evidencing a consumer credit transaction may provide for any charges as a result of default by the customer other than reasonable expenses incurred in the disposition of collateral and such other charges as are specifically authorized by chs. 421 to 427.

See also Patzka v. Viterbo College, 917 F. Supp. 654, 659 (W.D. Wis. 1996).

34. Because, upon information and belief, neither the debt collector nor creditor could or would impose any additional “other charges” under Wisconsin law, the statement that the account may “periodically increase” as a result of these charges is a material misrepresentation. *See Boucher v. Finance System of Green Bay, Inc.*, 880 F.3d 362, 367 (7th Cir. 2018) (statement

that account was subject to “interest, late fees, and other charges” when the account was subject to interest but not late fees or other charges was a material false and misleading statement); *Ruge v. Delta Outsource Group, Inc.*, 2017 U.S. Dist. LEXIS 35047, at *9 (N.D. Ill. Mar. 13, 2017) (“Merely deciding not to add interest to an account is one thing; holding out the possibility of charging interest when a debt collector knows that interest will not be added is another---it is a false statement.”).

35. Lastly, Exhibit A also contains instructions for authorizing an electronic payment to NCB.

36. Exhibit A contains further instructions for cancelling such electronic payments. Specifically, Exhibit A states:

Right to Cancel. You may cancel this authorization by calling us toll free at 855-819-8109, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

37. Exhibit A thus states that a consumer may cancel any electronic payment up to business days prior to the date the payment is scheduled to be made.

38. Exhibit A also states that “[NCB] may also require you to put your request in writing and get it to us within 14 days after your call.”

39. Exhibit A fails to explain, however, what happens with regard to the funds scheduled to be made through the electronic payment during the period of time intervening between a cancellation made via telephone and any subsequent written cancellation request.

40. Specifically, Exhibit A fails to explain whether such funds would be held in escrow or simply not transferred, and if not transferred, whether NCB reserves the right to transfer such funds should the consumer fail to submit the required written cancellation request.

41. Given the ambiguity of the representations contained in Exhibit A, the unsophisticated consumer may incorrectly assume that the funds subject to a scheduled electronic payment may be subject to any of the above mentioned possibilities.

42. Upon information and belief, if a consumer cancels an electronic payment via telephone but then fails to submit a written request, NCB would not actually transfer such funds to NCB's account despite such failure.

43. By stating "[NCB] may also require you to put your request in writing and get it to us within 14 days after your call," Exhibit A is implicitly representing that it may transfer the funds if the consumer fails to submit a written request.

44. By stating "[NCB] may also require you to put your request in writing and get it to us within 14 days after your call," NCB thus threatens to take an action that it does not actually intend to take.

45. Plaintiff Fleenor was confused and misled by Exhibit A.

46. The unsophisticated consumer would be confused and misled by Exhibit A.

Facts related to Plaintiff Bartz

47. On or about December 26, 2017, NCB mailed a debt collection letter to Plaintiff Bartz regarding an alleged debt owed to NCB, with an "Original Creditor" of "Rise Financial, LLC D/B/A Rise Credit." A copy of this letter is attached to this Complaint as Exhibit C.

48. Upon information and belief, the alleged debt referenced in Exhibit C was incurred as the result of a short-term consumer loan used only for personal, family, or household purposes.

49. Upon information and belief, Exhibit C is a form letter, generated by computer, and with the information specific to Plaintiff Bartz inserted by computer.

50. Upon information and belief, Exhibit C is a form debt collection letter, used by NCB to attempt to collect alleged debts.

51. Upon information and belief, Exhibit C was the first written communication NCB sent to Plaintiff Bartz regarding this alleged debt.

52. Exhibit C contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.

53. Exhibit C contains instructions for authorizing an electronic payment to NCB.

54. Exhibit C contains additional instructions for cancelling such electronic payments.

Specifically, Exhibit C states:

Right to Cancel. You may cancel this authorization by calling us toll free at 855-739-5300, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

55. Exhibit C thus states that a consumer may cancel any electronic payment up to business days prior to the date the payment is scheduled to be made.

56. Exhibit C also states that “[NCB] may also require you to put your request in writing and get it to us within 14 days after your call.”

57. Exhibit C fails to explain, however, what happens with regard to the funds scheduled to be made through the electronic payment during the period of time intervening between a cancellation made via telephone and any subsequent written cancellation request.

58. Specifically, Exhibit C fails to explain whether such funds would be held in escrow or simply not transferred, and if not transferred, whether NCB reserves the right to transfer such funds should the consumer fail to submit the required written cancellation request.

59. Given the ambiguity of the representations contained in Exhibit C, the unsophisticated consumer may incorrectly assume that the funds subject to a scheduled electronic payment may be subject to any of the above mentioned possibilities.

60. Upon information and belief, if a consumer cancels an electronic payment via telephone but then fails to submit a written request, NCB would not actually transfer such funds to NCB's account despite such failure.

61. By stating "[NCB] may also require you to put your request in writing and get it to us within 14 days after your call," Exhibit C is implicitly representing that it may transfer the funds if the consumer fails to submit a written request.

62. By stating "[NCB] may also require you to put your request in writing and get it to us within 14 days after your call," NCB thus threatens to take an action that it does not actually intend to take.

63. Several months after sending the initial letter, on or about March 2, 2018, NCB sent another debt collection letter to Plaintiff Bartz via e-mail regarding the same alleged debt. A copy of this letter is attached to this Complaint as Exhibit D.

64. Upon information and belief, Exhibit D is also a form letter, generated by computer, and with the information specific to Bartz inserted by computer.

65. Upon information and belief, Exhibit D is also form debt collection letter, used by NCB to attempt to collect alleged debts.

66. Exhibit D contains the same “Right to Cancel” information as provided by Exhibit C:

Right to Cancel. You may cancel this authorization by calling us toll free at 855-739-5300, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

67. Plaintiff Bartz was confused and misled by Exhibit C and Exhibit D.

68. The unsophisticated consumer would be confused and misled by Exhibit C and Exhibit D.

The FDCPA

69. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Patterson v. Howe*, 2018 U.S. Dist. LEXIS 54250, at *21-22 (S.D. Ind. Mar. 30, 2018) (collecting cases and concluding

that “this court and a legion of courts around the country have rejected post-*Spokeo* challenges in FDCPA cases.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, 654 Fed. Appx. 990, 995 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

70. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

71. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

72. 15 U.S.C. § 1692e(2)(a) specifically prohibits the false representation of “the character, amount, or legal status of any debt.”

73. 15 U.S.C. § 1692e(5) specifically prohibits “[t]he threat to take any action that cannot legally be taken or that is not intended to be taken.”

74. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

COUNT I – FDCPA

75. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

76. Count I is brought on behalf of Plaintiff Fleenor.

77. By listing only the total balance of Plaintiff Fleenor’s account prior to the acceleration of his alleged debt, Exhibit A is false, deceptive, and misleading as to the amount of the debt currently due to the creditor as well as the character, amount, and legal status of the alleged debt.

78. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), and 1692e(10).

COUNT II - FDCPA

79. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

80. Count II is brought on behalf of Plaintiff Fleenor and in the alternative to Count I.

81. By stating “[b]ecause of interest, late charges, and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater,” Exhibit A falsely indicates that NCB or the creditor may impose such additional charges.

82. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), and 1692e(10).

COUNT III - FDCPA

83. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

84. Count III is brought on behalf of both Plaintiffs.

85. By allowing a consumer to cancel an electronic payment by telephone but subsequently requiring a written cancellation after the scheduled date of such transfer, Exhibits A, C, & D are confusing and misleading as to the disposition of the funds originally scheduled for an electronic payment in the time intervening between the telephonic and written requests to cancel such payment.

86. By stating “[NCB] may also require you to put your request in writing and get it to us within 14 days after your call,” Exhibits A, C, & D implicitly threaten to transfer such funds and thus threaten to take an action that NCB does not intend to be taken.

87. Defendant violated 15 U.S.C. §§ 1692e, 1692e(5), and 1692e(10).

CLASS ALLEGATIONS

88. Plaintiff brings this action on behalf of two classes.

89. Class I consisting of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) between June 11, 2017 and June 11, 2018, inclusive (e) that was not returned by the postal service.

90. Class I consisting of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form represented by Exhibits A, C or D to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) between June 11, 2017 and June 11, 2018, inclusive (e) that was not returned by the postal service.

91. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

92. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibit A violates the FDCPA.

93. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

94. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

95. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

96. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: June 11, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
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EXHIBIT A

For Payment and Correspondence:
NCB Management Services Inc.
PO Box 1099
Langhorne, PA 19047



219

PCO

ACCOUNT INFORMATION

Creditor: World's Foremost Bank, NA

Acct# : XXXXXXXXXXXXX9515

NCB File# : ████████ 082

Balance: \$610.22

Amount Of Payment Enclosed \$ _____

Complete the form on the reverse side to set up electronic payment(s)

Robert G Fleenor
5820 S Pennsylvania Ave
Cudahy, WI 53110-2457

NCB Management Services, Inc.
PO Box 1099
Langhorne, PA 19047

Please mail payment and the top portion in the enclosed self-addressed envelope to ensure proper credit.

To make your payment online, please visit us at www.ncbi.com.



Creditor: World's Foremost Bank, NA

Acct# : XXXXXXXXXXXXX9515

NCB File# : ████████ 1082

Balance: \$610.22

08-15-2017

Time is running out but we may still be able to help!

Dear Robert G Fleenor,

The above-referenced account may soon be charged off as a bad debt unless you make a qualifying payment arrangement.

Please call to make a qualifying payment arrangement. One of our knowledgeable associates would be happy to discuss various options with you including potential settlement opportunities which you may be able to take advantage of.

We are prepared to work with you, however, we need to hear from you. Our experienced associates are ready to assist you.

Please call 855-819-8109 today!

Sincerely,

NCB Management Services, Inc.
855-819-8109 (Toll Free)

This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose. As of the date of this letter, you owe \$610.22. Because of interest, late charges, and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you.

Please see reverse side for important information.

Payment Amount: Lesser of Outstanding Balance or \$ _____
Payment Dates: (circle one) Weekly/Monthly, Beginning Date _____
Bank Name: _____ Account No.: _____
Routing No. (this is the 9-digit number typically located next to account number on the bottom of your check or deposit slip): _____
Account type: Checking Savings
Name(s) (please print): _____
Signature(s): _____ Date: _____

ELECTRONIC PAYMENT AUTHORIZATION

You may arrange by phone or by mail to repay your debt over a period of time by authorizing us to initiate a series of electronic payments ("Payments") from a deposit account of yours that you identify (the "Account"). YOU ARE NOT REQUIRED TO ARRANGE FOR OR AUTHORIZE ANY PAYMENTS OF THIS TYPE.

Payment Authorization by Phone. By (1) calling NCB Management Services, Inc. at the toll free number listed on the front of this letter or taking a call from us; (2) specifying the amounts and dates of Payments you would like to make; (3) identifying your Account; and (4) electronically signing this Authorization, you authorize us to initiate Payments from your Account in the amounts and on or after the dates that you specify, until your debt is paid in full.

Payment Authorization by Mail. By completing, detaching and returning this Authorization, you authorize us to initiate Payments from your Account identified above in the amounts and on or after the dates that you specify, until your debt is paid in full.

Correcting Erroneous Payments; Unsuccessful Payments. In the event that we make an error in processing a Payment, you authorize us to initiate a Payment to correct the error. You also authorize us to resubmit any unsuccessful Payment.

Right to Cancel. You may cancel this authorization by calling us toll free at 855-819-8109, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

Exhibit B



CLASSIC

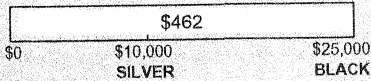


Account Ending In 9515

Previous Balance	=	\$515.67
Payments/Credits	-	\$0.00
Purchases/Cash Advances	+	\$0.00
Interest Charges/Fees	+	\$46.50
New Balance		\$562.17

Purchases This Year:	\$462.24
Revolving Credit Limit:	\$500.00
Available Credit:	\$0
Days in Billing Cycle:	30
Statement Date:	07/07/2017

Your Current Level: CLASSIC
 You are \$9,538 away from achieving SILVER status!**



**Subject to credit history.

Cabela's CLUB Points

(Points shown in dollars)		
Previous Points Balance	=	\$12.44
Points Earned at Cabela's	+	\$0.00
Points Earned at Cenex	+	\$0.00
Points Earned Elsewhere	+	\$0.00
Other Points Added	+	\$0.00
Points Redeemed	-	\$0.00
CLUB Points Available		\$12.44

Payment Information

New Balance	\$562.17
Amount Over Credit Limit	\$62.17
Amount Past Due	\$99.00
Minimum Payment Due*	\$171.00
Payment Due Date	08/02/2017

*Minimum Payment Due does not include any promotional balance or amount in dispute.

Late Payment Warning:
 If your Minimum Payment Due is not received by the Payment Due Date, you may have to pay a late fee of up to \$37.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges on your card & each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	17 months	\$634.00

If you would like information about credit counseling services, go to www.justice.gov/ust/eo/bancpr/code/cc_approved.htm or call toll-free 1-855-995-1118.

10% EXTRA CLUB POINTS*

NEW Garmin® inReach SE®+ and Explorer®+



GARMIN.

Offer valid July 6-26, 2017

*See details on page 4

YOUR ACCOUNT REMAINS DELINQUENT. TO MAKE A PAYMENT PLEASE MAIL, CALL 877-338-6191 OR VISIT CABELASCLUB/VISA.COM

Please see an important notice about interest charges on page 2 of this statement.

See next page for your list of payments/credits and purchases/cash advances.

46965



Change of address?

Check here and complete the reverse side.

*Cabela's CLUB Points cannot be used for payment.
 *Please use black or blue ink and return this portion with your payment.
 *Make Checks Payable to:

Cabela's CLUB Visa
 PO BOX 82519
 Lincoln NE 68501-2519

PAYMENT METHODS



cabelasclubvisa.com



Retail



Mail



1-800-850-8402

Account Ending In:	9515
Amount Past Due:	\$99.00
Amount Over Credit Limit:	\$62.17
Minimum Payment Due:	\$171.00
Payment Due Date:	08/02/2017
New Balance:	\$562.17

AMOUNT ENCLOSED:

ROBERT G FLEENOR
 5820 S PENNSYLVANIA AVE
 CUDAHY WI 53110-2457



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INFORMATION REGARDING YOUR ACCOUNT

Capitalized terms in this statement that are not otherwise defined refer to and have the same meaning as terms used in your Cardholder Agreement.

How Interest is Computed: We calculate the Interest Charge on your Account by multiplying the Average Daily Balance (including new transactions) by the daily periodic rate. Then, we multiply that result by the number of days in the billing cycle. We do this separately for each type of balance: Cabela's Purchases (i.e., those made at Cabela's stores, Cabela's catalogs, or online at www.cabelas.com), Purchases other than Cabela's Purchases ("Other Purchases"), Balance Transfers, Cash Advances, and promotional balances. To determine the total Interest Charge for the billing cycle, we add up all the Interest Charges for each type of balance.

Average Daily Balance and Daily Periodic Rate: The Balance Subject to Interest Rate shown in the Interest Charge Calculation table is your Average Daily Balance during the billing cycle for each type of balance. To calculate an Average Daily Balance, for each day of the billing cycle we take (1) your beginning balance; (2) add any new transactions, Interest Charges, Fees and other charges (as applicable); and (3) subtract any payments or other credits to get that day's daily balance. The daily balance is considered to be \$0.00 for any day on which the Account has a credit balance. We add all your daily balances and divide the total by the number of days in the billing cycle to get the Average Daily Balance. To calculate a daily periodic rate, we divide the annual percentage rate by 365.


Grace Period: Purchases, Balance Transfers, and Cash Advances will be charged to your Account as of the transaction date. If you pay the New Balance shown on your statement in full on or before the Payment Due Date shown on your statement, we will not impose Interest Charges on Purchases which accrue from the Statement Date to the date we receive your payment. We will not impose Interest Charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current statement, if you paid the entire New Balance on your previous statement by the Payment Due Date on that statement. However, Interest Charges will begin to accrue on Balance Transfers and Cash Advances as of the transaction date and will continue to accrue until Balance Transfers and Cash Advances are paid in full.


Closing Date: The closing date of your billing cycle is the Statement Date listed on the front page.


Payments: Payments may be made by mail, online at cabelasclubvisa.com, at a Cabela's U.S. store or by phone. Payments made by mail, phone or online will be credited as of the date of receipt if received by 5 p.m. CST. Payments made at stores will be credited as of the date of receipt if received by 5 p.m. local time of store location. Payments received after 5 p.m. CST (or 5 p.m. local time for payments at stores), will be credited the next day. Payments must be made in U.S. dollars. Payments sent through the mail must be mailed using the envelope and payment coupon enclosed with your statement. Do not send cash payments through the mail. If your payment does not meet the above instructions, crediting may be delayed and you may incur late fees and additional interest charges. We process most checks electronically. When you pay by check, you authorize us to process your payment as an electronic debit to the checking account on which the check was written. If we do, funds may be withdrawn from your checking account as soon as the same day we receive your check, and you will not receive the check back from your financial institution.


Notice of Information Sharing with Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments, or other Defaults on your Account, as well as your Account balance, may be reflected in your credit report and the credit reports of joint cardholders, co-signers, and/or authorized users on the Account.

FOR ACCOUNT INFORMATION OR TO MAKE A PAYMENT

 Visit our website
www.cabelasclubvisa.com

 By Phone
1-888-402-7830

 By Mail
Cabela's CLUB
P.O. Box 82519
Lincoln, NE 68501-2519

 For Email Inquiries
visacustomerservice@cabelas.com

 Retail

Rewards: See your Cabela's CLUB Rewards Program Terms and Conditions for details.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at Cabela's CLUB, PO Box 82608, Lincoln, NE 68501.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Cabela's CLUB, PO Box 82608, Lincoln, NE 68501.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Please note changes to your contact information below or call Customer Care at 1.800.850.8402.

Address

City / State / Zip

*Primary Phone

**Email Address

*You authorize Cabela's CLUB, its affiliates and agents ("Covered Parties") to contact you at any telephone number you provide to us. If you provide a cell phone number, you also agree that the Covered Parties may contact you at that number(s) via text message, automatic dialer, and/or pre-recorded/artificial voice message, even if you will be charged by your cell phone provider for receipt of the calls/messages. In addition, you agree to be contacted by the Covered Parties as further described in the Cardholder Agreement.

**We may use your email address to contact you regarding your account or to notify you of other services and offers. Your name and contact information may be released to Cabela's so they can send you special offers and promotions.

IMPORTANT NOTICE: In the past, if you paid your statement balance in full, but after the due date, you may not have always been charged interest. Going forward, interest will be charged consistent with your Cardholder Agreement which states: *If you pay the New Balance shown on your statement in full on or before the Payment Due Date shown on your statement, we will not impose Interest Charges on Purchases which accrue from the Statement Date to the date we receive your payment.*

AVOID INTEREST CHARGES: You can make payments using the same methods that you always have—by phone, by mail, online at cabelasclubvisa.com, in person at our Lincoln facility or at any Cabela's Retail location. You also have the option to enroll in automatic payments. To make a payment by phone, or to enroll in automatic payments, call 1-800-850-8402.

Date	Fees	Amount	Date	Interest Charged	Amount
07/02/2017	LATE FEE	\$37.00	07/07/2017	Interest Charged on Cabelas Purchases	\$0.00
	TOTAL FEES FOR THIS PERIOD	\$37.00	07/07/2017	Interest Charged on Other Purchases	\$9.50
			07/07/2017	Interest Charged on Cash Advances	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$9.50

2017 Totals Year-to-Date

Total Fees Charged in 2017	\$132.00	Total Interest Charged in 2017	\$50.08
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Interest Charge Calculation


Type of Balance	Annual Percentage Rate (APR)*	Balance Subject to Interest Rate	Interest Charge	Promotional Expiration Date	Balance Remaining
Cabela's Purchases	9.99%	\$0.00	\$0.00	NA	\$0.00
Other Purchases	22.22% (Variable)	\$520.24	\$9.50	NA	\$562.17
Cash Advances	26.22% (Variable)	\$0.00	\$0.00	NA	\$0.00

*Unless otherwise indicated, the Annual Percentage Rate is Non-Variable

P.1

SAFETY ALWAYS ON

- 24/7 fraud monitoring on every Cabela's CLUB Visa® transaction
- Zero liability for confirmed fraud
- Secure online banking with optional account alerts via text messaging




46965

EARN POINTS FASTER

When you add a family member or hunting buddy as an authorized user to your account.

Visit cabelasclubvisa.com or call 1.800.850.8402 to add authorized users.





*** Percent CLUB Offer Terms & Conditions:** Purchase must be charged to your Cabela's CLUB Visa®.

The percentage of points advertised for CLUB Offer item(s) will be in addition to your usual percentage of CLUB Points earned on Cabela's purchases. Your usual CLUB Points on Cabela's purchases depend on your card tier (2% for Classic cardholders; 3% for Silver cardholders; 5% for Black cardholders). Points for CLUB Offer items will appear on your statement within two billing cycles of the transaction posting date. Prices are subject to change and typographical, photographic, and/or descriptive errors are subject to correction. Points will not be earned on tax or shipping charges. Offers available on all in-stock purchases at U.S. Cabela's retail stores, cabelas.com and by calling 1-800-555-6224.

Bargain Cave items excluded. Employees not eligible.

Exhibit C

For Payment and Correspondence:
NCB Management Services Inc.
PO Box 1099
Langhorne, PA 19047



93

01DFAPUR

ACCOUNT INFORMATION

Name: Crystal Bartz
Original Creditor : Rise Financial, LLC D/B/A Rise Credit
Acct# : XXXX0890
Current Creditor: NCB Management Services, Inc.
NCB File# : ██████████7726
Balance: \$4,188.88

Amount Of Payment Enclosed \$ _____

Complete the form on the reverse side to set up electronic payment(s)

Crystal Bartz
5316 Mead Rd
Greendale, WI 53129-1232

NCB Management Services, Inc.
PO Box 1099
Langhorne, PA 19047

Please mail payment and the top portion in the enclosed self-addressed envelope to ensure proper credit.

To make your payment online, please visit us at www.ncbi.com.



Original Creditor: Rise Financial, LLC D/B/A Rise Credit
Acct# : XXXX0890
Current Creditor : NCB Management Services, Inc.
NCB File# : ██████████7726
Balance: \$4,188.88

Date: 12-26-2017

New Information On Your Account

Dear Crystal Bartz,

Your Rise Financial, LLC D/B/A Rise Credit account has been purchased by our company, NCB Management Services, Inc. Now that we own and service your account, you may be eligible for payment options that weren't available before.

Please give us a call at 855-739-5300 to discuss your options with our courteous and professional representatives. We have experience helping others in similar situations. If you wish to make a payment by mail, please use the enclosed self-addressed envelope and put your file number in the memo portion of your check to ensure proper credit to your account. You may also make a payment by logging on to our website at www.ncbi.com.

Sincerely,

NCB Management Services, Inc.
855-739-5300 (Toll Free)

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We will not report this account to the credit reporting agencies until after the expiration of the time frame set forth above.

Please see reverse side for important information.

Payment Amount: Lesser of Outstanding Balance or \$ _____
Payment Dates: (circle one) Weekly/Monthly, Beginning Date _____
Bank Name: _____ Account No.: _____
Routing No. (this is the 9-digit number typically located next to account number on the bottom of your check or deposit slip): _____
Account type: Checking Savings
Name(s) (please print): _____
Signature(s): _____ Date: _____

ELECTRONIC PAYMENT AUTHORIZATION

You may arrange by phone or by mail to repay your debt over a period of time by authorizing us to initiate a series of electronic payments ("Payments") from a deposit account of yours that you identify (the "Account"). YOU ARE NOT REQUIRED TO ARRANGE FOR OR AUTHORIZE ANY PAYMENTS OF THIS TYPE.

Payment Authorization by Phone. By (1) calling NCB Management Services, Inc. at the toll free number listed on the front of this letter or taking a call from us; (2) specifying the amounts and dates of Payments you would like to make; (3) identifying your Account; and (4) electronically signing this Authorization, you authorize us to initiate Payments from your Account in the amounts and on or after the dates that you specify, until your debt is paid in full.

Payment Authorization by Mail. By completing, detaching and returning this Authorization, you authorize us to initiate Payments from your Account identified above in the amounts and on or after the dates that you specify, until your debt is paid in full.

Correcting Erroneous Payments; Unsuccessful Payments. In the event that we make an error in processing a Payment, you authorize us to initiate a Payment to correct the error. You also authorize us to resubmit any unsuccessful Payment.

Right to Cancel. You may cancel this authorization by calling us toll free at 855-739-5300, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

Exhibit D



Crystal Bartz <bartzcrystal@gmail.com>

Message From NCB Management Services, Inc.

1 message

ncb.account.notify-NO_REPLY@securedocuments.online <ncb.account.notify-NO_REPLY@securedocuments.online>
To: BARTZCRYSTAL@gmail.com

Fri, Mar 2, 2018 at 9:00 AM

Notification

Dear CRYSTAL BARTZ:

You have a message waiting for you from NCB Management Services, Inc. Please click on the link below to access the message. You will be redirected to a secure web site where you can view the message.

[https://ncbi.securedocuments.online/viewdoc/\[REDACTED\]](https://ncbi.securedocuments.online/viewdoc/[REDACTED])

NCB Management Services, Inc.
Phone: 800.828.1110

If you no longer wish to receive emails from NCB Management Services, Inc., please click on the unsubscribe link.

[https://ncbi.securedocuments.online/unsubscribe/\[REDACTED\]](https://ncbi.securedocuments.online/unsubscribe/[REDACTED])

You are receiveing this email from NCB Management Services, Inc., at PO Box 1099, Langhorne, Pa 19047because you gave pre-approval when contacted by our call center

For Payment and Correspondence:
NCB Management Services, Inc.
PO Box 1099
Langhorne, PA 19047

S3OPTPUR

ACCOUNT INFORMATION	
Name:	Crystal Bartz
Original Creditor:	Rise Financial, Llc D/b/a Rise Credit
Acct#:	XXXX0890
Current Creditor:	NCB Management Services, Inc.
NCB File#:	██████████7726
Balance:	\$4,188.88
Amount Of Payment Enclosed \$	

Complete the form on the reverse side to set up electronic payment(s)

Crystal Bartz
5316 Mead Road
Greendale, WI 53129

NCB Management Services, Inc.
PO Box 1099
Langhorne, PA 19047

Please mail payment and the top portion in the enclosed self-addressed envelope to ensure proper credit.

To make your payment online, please visit us at www.ncbi.com.



Original Creditor:	Rise Financial, Llc D/b/a Rise Credit
Acct#:	XXXX0890
Current Creditor:	NCB Management Services, Inc.
NCB File#:	██████████7726
Balance:	\$4,188.88

Date: 03-02-2018

TAX TIME SETTLEMENT OFFER

Dear Crystal Bartz,

We understand that debt can be stressful and it may feel uncomfortable to pick up the phone and call about your account. At NCB, we have courteous and professional agents who are ready to work with you to help you resolve this matter once and for all. It's income tax time and because of that we are offering a settlement repayment plan.

- Option #1:** The opportunity to settle your account for 70% of your current balance or \$2,932.22 in 1 payment.
- Option #2:** The opportunity to settle your account for 75% of your current balance in up to 6 equal monthly payments of \$523.61.
- Option #3:** The opportunity to settle your account for 80% of your balance in 12 equal monthly installments of \$279.26.

To take advantage of one of these options, we request that you call our office by March 30, 2018. If you need additional time to respond to this offer, please contact us. If you are unable to take advantage of this offer, we will work with you to come up with a repayment plan that meets your budget. We will happily work with you, no matter what your situation is. We are not obligated to renew this offer.

Sincerely,

NCB Management Services, Inc.
855-326-9762

This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.

Payment Amount: Lesser of Outstanding Balance or \$ _____
Payment Dates: (Circle One) Weekly/Monthly, Beginning Date _____
Bank Name: _____ Account No: _____
Routing No. (this is the 9-digit number typically located next to account number on the bottom of your check or deposit slip): _____
Account type: ___ Checking ___ Savings
Name(s)(please print): _____
Signature(s): _____ Date: _____

ELECTRONIC PAYMENT AUTHORIZATION

You may arrange by phone or by mail to repay your debt over a period of time by authorizing us to initiate a series of electronic payments ("Payments") from a deposit account of yours that you identify (the "Account"). YOU ARE NOT REQUIRED TO ARRANGE FOR OR AUTHORIZE ANY PAYMENTS OF THIS TYPE.

Payment Authorization by Phone. By (1) calling NCB Management Services, Inc. at the toll free number listed on the front of this letter or taking a call from us; (2) specifying the amounts and dates of Payments you would like to make; (3) identifying your Account; and (4) electronically signing this Authorization, you authorize us to initiate Payments from your Account in the amounts and on or after the dates that you specify, until your debt is paid in full.

Payment Authorization by Mail. By completing, detaching and returning this Authorization, you authorize us to initiate Payments from your Account identified below in the amounts and on or after the dates that you specify, until your debt is paid in full.

Correcting Erroneous Payments; Unsuccessful Payments. In the event that we make an error in processing a Payment, you authorize us to initiate a Payment to correct the error. You also authorize us to resubmit any unsuccessful Payment.

Right to Cancel. You may cancel this Authorization by calling us toll free at (800) 828-1110, Monday through Friday, 8:00 am to 5:00 pm (EST), or write us at P.O. Box 1099, Langhorne, PA 19047, or by email at cancel.payment@ncbi.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also contact your account-holding financial institution for instructions on how to stop payment of regular transfers from your account.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
ROBERT FLEENOR and CRYSTAL BARTZ

(b) County of Residence of First Listed Plaintiff Milwaukee
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS
NCB MANAGEMENT SERVICES, INC.

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1692 et seq

Brief description of cause:
 Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: **June 11, 2018** SIGNATURE OF ATTORNEY OF RECORD: **/s/ Mark A. Eldridge**

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

ROBERT FLEENOR and CRYSTAL BARTZ

Plaintiff(s)

v.

NCB MANAGEMENT SERVICES INC.,

Defendant(s)

Civil Action No. 18-cv-882

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NCB MANAGEMENT SERVICES INC.
c/o C T Corporation System
301 South Bedford Street, Suite 1
Madison, Wisconsin 53703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Mark. A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Two Consumers Sued NCB Management Services Over Alleged Debt Collection Law Violations](#)
