

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

KIMBERLY MORGAN, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

VIRTUOSO SOURCING GROUP, LLC, and
PENDRICK CAPITAL PARTNERS, LLC,

Defendants.

) Case No.: 16-cv-1461

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

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 AND VENUE

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 Kimberly Morgan is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

5. Defendant Virtuoso Sourcing Group, LLC (“Virtuoso”) is a foreign limited liability company with its principal place of business located at 4500 Cherry Creek Drive South, Suite 300, Glendale, CO 80246.

6. Virtuoso is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

7. Virtuoso is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. Virtuoso is a debt collector as defined in 15 U.S.C. § 1692a.

8. Defendant Pendrick Capital Partners, LLC (“Pendrick”) is a foreign limited liability company with its principal place of business located at 1714 Hollinwood Drive, Alexandria, VA 22307.

9. Pendrick is engaged in the business of a collection agency, in that it purchases and receives assignment of consumer debts that are in default at the time Pendrick acquires them. Virtuoso uses the mails and telephone to collect consumer debts originally owed to others and currently held by Pendrick. Pendrick, directly or indirectly, is a debt collector under this arrangement. 15 U.S.C. § 1692a(6); *Schlosser v. Fairbanks Capital Corp.*, 323 F.3d 534, 536 (7th Cir. 2003).

10. The FDCPA treats assignees as debt collectors if the debt sought to be collected was in default when acquired by the assignee, and as creditors if it was not. 15 U.S.C. § 1692a(6)(F)(iii); *Schlosser*, 323 F.3d at 536, *citing Bailey v. Sec. Nat'l Serving Corp.*, 154 F.3d 384, 387 (7th Cir. 1998); *Whitaker v. Ameritech Corp.*, 129 F.3d 952, 958 (7th Cir. 1998); *Pollice v. Nat'l Tax Funding, L.P.*, 225 F.3d 379, 403-04 (3d Cir. 2000); *Wadlington v. Credit Acceptance Corp.*, 76 F.3d 103, 106-07 (6th Cir. 1996); *Perry v. Stewart Title Co.*, 756 F.2d 1197, 1208 (5th Cir. 1985).

11. A company meeting the definition of a “debt collector” under the FDCPA (here, Pendrick) is vicariously liable for the actions of a second company collecting debts on its behalf as a matter of law. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir.

2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

12. Pendrick, directly or indirectly, is a debt collector under the above arrangement and is jointly responsible for Virtuoso’s and NCC’s actions. 15 U.S.C. § 1692a(6); *Janetos*, 825 F.3d at 325-26.

FACTS

Nationwide Credit Corporation Letter

13. Plaintiff Kimberly Morgan entered into a consumer transaction with Infinity Healthcare Phys, S.C. (“IHP”) for personal medical services. The alleged debt was thus incurred for personal, family or household purposes.

14. Prior to April 10, 2015, Plaintiff’s account with IHP went into default.

15. Prior to April 10, 2015, and after Plaintiff’s account with IHP was in default, IHP sold or otherwise assigned the ownership rights to Plaintiff’s account to Pendrick.

16. On or about April 10, 2015 a debt collector, Nationwide Credit Corporation (“NCC”), mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to Pendrick and originally owed to Infinity Healthcare Phys, S.C. (“IHP”). A copy of this letter is attached to this complaint as Exhibit A.

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

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

19. Upon information and belief, Exhibit A is the first written communication that NCC sent to Plaintiff regarding the alleged debt to which Exhibit A refers.

20. Exhibit A contains the following text:

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 and mail you a copy of such judgment or verification. If you contact 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.

21. The above language in Exhibit A is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

22. Exhibit A also contains the following statement:

If this account is not resolved within 45 days, we will report the account to Equifax, Experian, and Trans Union credit reporting agencies.

Virtuoso Letter

23. On or about November 3, 2015, Virtuoso mailed a debt collection letter to Plaintiff regarding the same alleged debt referenced in Exhibit A, allegedly owed to Pendrick and originally owed to Infinity Healthcare Phys, S.C. ("IHP"). A copy of this letter is attached to this complaint as Exhibit B.

24. Both Exhibits A and B sought to collect the same account and the same amount - \$337.00.

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

26. Upon information and belief, Exhibit B is a form debt collection letter used by Virtuoso to attempt to collect alleged debts.

27. Upon information and belief, Exhibit B is the first written communication that Virtuoso sent to Plaintiff regarding the alleged debt to which Exhibit B refers.

28. Exhibit B contains the following text:

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 from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment 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.

29. The above language in Exhibit B is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

30. Exhibit B also contains the following statement:

Your Infinity Healthcare Phys, SC. account has been purchased by PENDRICK CAPITAL PARTNERS. All inquiries regarding this account should be made to Virtuoso Sourcing Group. If in 40 days following receipt of this notice and the expiration of the validation period below, the account remains unresolved it will be reported to the three national credit reporting agencies.

31. Plaintiff, thus, has forty days from receipt of Exhibit B to pay the allegedly overdue account or face being reported to the "three national credit reporting agencies." (Exhibit B).

FDCPA Violations

32. Exhibit B is confusing to the unsophisticated consumer because it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and payment "deadline" fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.").

33. The unsophisticated consumer would have no idea how to both seek verification of the debt and avoid being reported to the three national credit bureaus in Exhibit B.

34. Nothing in Exhibit B explains to the unsophisticated consumer whether submitting a written dispute to Virtuoso would prevent reporting, or that Virtuoso would have to report the alleged debt as disputed.

35. It is likely that the forty day deadline to pay to avoid being reported would expire before the debt collector provides verification. The consumer would be left with little or no time to review the verification and determine whether the debt is legitimate and actually theirs before paying Virtuoso/NCC.

36. The effect of the credit bureau reporting threat is to discourage or prevent consumers from exercising their validation rights.

37. The Seventh Circuit has established “safe harbor” language regarding apparent conflicts between validation rights and demands for payment in collection letters. *Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997).

38. Virtuoso did not use the safe harbor language in Exhibit B, or any equivalent or similar language.

39. Further, both NCC’s and Virtuoso’s letters threatened to report Plaintiff’s alleged debt to credit bureaus. Exhibits A, B.

40. The unsophisticated consumer would be confused about how Pendrick and Virtuoso could report the same account to consumer reporting agencies twice. Even the unsophisticated consumer knows that a reported collection account is a negative item in the consumer’s credit file.

41. Pendrick, who purchased the Plaintiff’s and class members’ alleged debts after those debts were in default, is vicariously liable for Virtuoso’s actions in collecting debts on its behalf as a matter of law. *Janetos*, 825 F.3d at 325 (“we think it is fair and consistent with the Act to require a debt collector who is independently obliged to comply with the Act to monitor the actions of those it enlists to collect debts on its behalf.”).

42. 15 U.S.C. § 1692g(b) states, in part:

(b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

43. 15 U.S.C. § 1692e provides, in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt."

44. 15 U.S.C. § 1692e(10) prohibits: "The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

45. Plaintiff was confused by Exhibit B.

46. The unsophisticated consumer would be confused by Exhibit B.

47. Plaintiff had to spend time and money investigating Exhibit B.

48. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibit B.

49. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 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*, No. 15 C 10446, 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.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*,

No. 15-CV-1142-JPG-DGW, 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).

50. 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”).

COUNT I – FDCPA

51. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

52. The statement on Exhibit B that Plaintiff can avoid being reported to the three national credit bureaus only in Plaintiff pays within forty days conflicts with and overshadows the debt validation notice, in that it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement “deadline” fit together. 15 U.S.C. § 1692g; *Bartlett*, 128 F.3d at 500.

53. Exhibit B is confusing, deceptive, and/or misleading to the unsophisticated consumer.

54. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692g.

COUNT II -- FDCPA

55. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

56. The statement on Exhibit B that Plaintiff can avoid being reported to the three national credit bureaus only in Plaintiff pays within forty days is confusing to the unsophisticated consumer.

57. Pendrick, through its former collector NCC, had already informed Plaintiff that her account would be reported to consumer reporting agencies.

58. Virtuoso's letter tells the consumer that the same account will be reported twice to the same consumer reporting agencies. The unsophisticated consumer would be confused as to how the same account could be reported twice, and would believe that such reporting would harm her credit.

59. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692g.

CLASS ALLEGATIONS

60. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit B to the complaint in this action, (c) between November 1, 2015 and November 1, 2016, inclusive, (d) seeking to collect a debt allegedly owed to Pendrick Capital Partners, LLC (e) which debt was incurred for personal, family or household purposes, and (f) who were also sent a collection letter in the form represented by Exhibit A to the complaint in this action, and (g) neither letter was returned by the postal service.

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

62. 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 the Defendants complied with 15 U.S.C. § 1692e, 1692e(10), and 1692g.

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

64. 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.

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

JURY DEMAND

66. 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 Defendants 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: November 1, 2016

ADEMI & O'REILLY, LLP

By: /S/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
dmorris@ademilaw.com

EXHIBIT A




ONNACC01
 PO Box 1022
 Wixom MI 48393-1022
 ADDRESS SERVICE REQUESTED



571-316-2508 DC Metro Area
 855-974-6140 Outside Metro

Date	Reference #	Total Bal	Amt Enclosed
4/10/2015	[REDACTED]	\$337.00	\$

[REDACTED] 9488-92 565434138

 Kimberly Morgan
 1032 E Knapp St
 Milwaukee WI 53202-3841

N C C
 PO Box 9156
 Alexandria VA 22304-0156



Detach Upper Portion And Return With Payment

Your Account With: **Infinity Healthcare Physicians Sc**
 Reference Number: [REDACTED]
 Account Number: [REDACTED] 9488
 Total Due: \$337.00



Your account for emergency room medical services rendered to you on 07/16/14 at Columbia St Mary's - Milwaukee has been acquired by Pendrick Capital Partners, LLC, and turned over to Nationwide Credit Corporation for collection of this debt. This account is only for services performed by the Emergency Room Physician. These charges are not from the Hospital.

To make a payment online, please go to <http://www.paynccarm.com/>.

Your access code is: [REDACTED]

If this account is not resolved within 45 days, we will report the account to Equifax, Experian, and Trans Union credit reporting agencies.

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 and mail you a copy of such judgment or verification. If you contact 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 is an attempt to collect a debt from a collector. Any information obtained will be used for that purpose.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

114ONNACC01092

Our client, Pendrick Capital Partners, LLC ("Pendrick CP"), has asked us to provide you with the information contained below.

This notice is being provided to you in compliance with the Gramm-Leach-Bliley Privacy Act.

This notice has not reflection or bearing upon the status of your account. For example, if your account has been settled, the balance has been paid, the balance has been disputed, or if you have filed for bankruptcy protection, the status of your account shall not change as a result of this notice.

The privacy and security of your personal information is important to Pendrick CP, Pendrick CP does not share information about you with anyone, except as permitted by law. This notice will inform you about Pendrick CP's policies and procedures concerning the personal information about you that Pendrick CP obtains, maintains and discloses in connection with the account(s) of your that Pendrick CP owns. Pendrick CP collections nonpublic information about you that is obtained from one or more of the following sources.

1. Information Pendrick CP received from companies that sold Pendrick CP your account(s)
2. Information about your transactions with Pendrick CP's affiliates; and
3. Information from skip tracing companies and/or consumer reporting agencies

INFORMATION PENDRICK CP MAY SHARE WITH PENDRICK CP'S AFFILIATES – Pendrick CP may share identification (such as name and address) information about Pendrick CP's transactions and experiences with you (such as payment history) and information that does not identify you, with Pendrick CP's affiliates. By sharing this information, Pendrick CP is better able to service your account(s).

INFORMATION PENDRICK CP MAY SHARE WITH NONAFFILIATED COMPANIES – Pendrick CP shares all of the information Pendrick CP collects about you, as described above, with non affiliated companies, as permitted by law, to assist in the servicing of your account(s). For example, Pendrick CP:

1. May share information about you with companies that Pendrick CP uses to perform account servicing functions to manage and maintain your account and to process transaction you have authorized; and
2. May report information about you to consumer reporting agencies, government agencies in response to a subpoena, or others in connection with investigations.

Because Pendrick CP respects your privacy, Pendrick CP does not sell, trade or otherwise disclose your identity or any other personal information about you to third parties for their marketing purposes. Pendrick CP does not share collected information about customers or former customers with third parties for any other purpose, except as permitted by applicable privacy law. For example, collected information may be shared in certain circumstances (A) with third parties, to service or enforce accounts, (B) with credit reporting agencies, and (C) with law enforcement officials, to protect against fraud or other crimes.

CONFIDENTIALITY AND SECURITY OF YOUR ACCOUNT(S) – Pendrick CP restricts access to nonpublic personal information about you to only those employees who need to know such information, and third party service providers who provide support services to Pendrick CP, Pendrick CP maintains physical, electronic and procedural safeguards to protect your personal information. If Pendrick CP uses other companies to provide services for Pendrick CP, Pendrick CP requires them to keep the information Pendrick CP shares with them safe and secure and Pendrick CP does not allow them to use or share information for any purpose other than the job they are hired to do.

Special Notice Regarding Collected Information Subject to the Fair Debt Collection Practices Act. This Privacy Notice is being sent to you by Pendrick CP in accordance with federal privacy law, and it describes our privacy practices generally. However, please be assured that collected information that is received or used for purposes of collecting a debt subject to the Fair Debt Collection Practices Act is communicated only in accordance with that Act.

FURTHER INFORMATION: For additional information concerning Pendrick CP's privacy policy, you may write to Pendrick CP at: Pendrick Capital Partners, LLC, Attn: Customer Service, 79 Warren Street Suite 2C, Glens Falls, NY 12801.

Exhibit B



888-982-6717

Please Mail All Correspondence To:
4500 Cherry Creek Drive South, Suite 300 · Glendale CO 80246-1531

11/03/2015

Creditor: PENDRICK CAPITAL PARTNERS
Principal Balance: \$337.00
Balance: \$337.00

Your Account No.: [redacted] 1303
Client Ref #: [redacted]

Morgan, Kimberly / Morgan, Kimberly,

Your Infinity Healthcare Phys, SC. account has been purchased by PENDRICK CAPITAL PARTNERS. All inquiries regarding this account should be made to Virtuoso Sourcing Group. If in 40 days following receipt of this notice and the expiration of the validation period below, the account remains unresolved it will be reported to the three national credit reporting agencies.

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 from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment 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 is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Visit our web site https://virtuososourcing.123fastpay.com/
Make a payment, set up a payment plan, report important information regarding your account.

IMPORTANT: Please have this reference number handy when calling our office [redacted] 1303

IGLVIRT0100114

PLEASE DETACH AND ENCLOSE THE LOWER PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

GLVIRT01
PO Box 1022
Wixom MI 48393-1022
FORWARD SERVICE REQUESTED

Creditor: PENDRICK CAPITAL PARTNERS
Amount Due: \$337.00
Account No.: [redacted] 1303
Client Ref #: [redacted]
Amount Enclosed \$ []

11/03/2015

724565775



PERSONAL & CONFIDENTIAL
Morgan, Kimberly
1032 E Knapp St
Milwaukee WI 53202-3841

SEND ONLY PAYMENTS TO THIS ADDRESS:

[redacted] 1303
Virtuoso Sourcing Group, LLC
PO Box 8546
Omaha NE 68108-0546



IF YOU WISH TO PAY BY VISA OR MASTERCARD,
PLEASE CALL OUR OFFICE OR VISIT OUR WEBSITE
AT https://virtuososourcing.123fastpay.com/

Privacy Notice

This notice is being forwarded to you in compliance with the requirements of the Gramm-Leach-Bliley Privacy Act, 15 U.S.C. sec. 6801 et seq. It has no reflection or bearing upon the status of your account.

Information We May Collect

Pendrick Capital Partners, LLC, collects non-public personal information about you that is obtained from one or more of the following sources:

1. Information we received from companies that sold us your account (for example, applications and other related forms);
2. Information about your transactions with us, our affiliates, or others; and
3. Information we received from a consumer-reporting agency.

Information We May Share With Our Affiliates

The Account Owners may share identification information (such as name and address), information about our transactions and experiences with you (such as payment history), and information that does not identify you, with companies related to us by common control or ownership ("affiliates"). By sharing this information, we are better able to service your accounts.

Information We May Share With Nonaffiliated Companies

The Account Owners may share all of the information we collect about you, as described above, with nonaffiliated companies, as permitted by law. For example:

- We may share information about you with companies that we use to perform account-servicing functions to manage and maintain your account and to process transactions that you have authorized; and
- We may report information about you to consumer reporting agencies, government agencies in response to subpoenas, or others in connection with investigations.

Confidentiality and Security of your Account

The Account Owners restrict access to nonpublic personal information about you to only those employees who need to know such information, and third party service providers who provide support services to us. We maintain physical, electronic and procedural safeguards to protect your personal information. If we use other companies to provide services for us, we require them to keep the information we share with them safe and secure and we do not allow them to use or share the information for any purpose other than the job they are hired to do.

Additional Rights and Modifications

You may have other privacy protections under state or federal laws including the Fair Debt Collection Practices Act. This notice does not affect any rights or privacy protections provided by these laws. We may amend this Privacy Notice at any time, and will inform you of changes as required by law.

In accordance with the Fair Debt Collection Practices Act (FDCPA): This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

Vermont Residents Only: Following the law of your state, we will not disclose nonpublic personal financial information about you to nonaffiliated third parties (other than as permitted by law) unless you authorize us to make that disclosure. Your authorization must be in writing. If you wish to authorize us to disclose your nonpublic personal financial information to nonaffiliated third parties, you may write us at:

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

KIMBERLY MORGAN

(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

VIRTUOSO SOURCING GROUP, LLC, et al.

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	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 495 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	PRISONER PETITIONS	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
		<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

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

November 1, 2016

SIGNATURE OF ATTORNEY OF RECORD

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IEP _____ JUDGE _____ MAG. JUDGE _____

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

Kimberly Morgan

Plaintiff

v.

Virtuoso Sourcing Group, LLC, and
Pendrick Capital Partners, LLC

Defendant

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Civil Action No. 16-cv-1461

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) VIRTUOSO SOURCING GROUP, LLC
4500 Cherry Creek Drive South, Suite 300
Glendale, CO 80246

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 16-cv-1461

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons 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 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:

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kimberly Morgan

Plaintiff

v.

Virtuoso Sourcing Group, LLC, and
Pendrick Capital Partners, LLC

Defendant

Civil Action No. 16-cv-1461

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PENDRICK CAPITAL PARTNERS, LLC
c/o CT CORPORATION SYSTEM
4701 COX ROAD, SUITE 285
GLEN ALLEN, VA 23060-0000

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 16-cv-1461

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This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons 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 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: [Collection Agencies Hit with FDCA Class Action](#)
