

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

JULIE VOEKS, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. CAPITAL MANAGEMENT SERVICES LP, Defendant.) Case No.: 18-cv-1782)) CLASS ACTION COMPLAINT))) Jury Trial Demanded)))
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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”) and Wisconsin Consumer Act, Ch. 421-427, Wis. Stats. (“WCA”).

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, 1337, and 1367. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Julie Voeks 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 Defendants sought to collect from Plaintiff a debt allegedly incurred for personal, family or household purposes, namely a personal credit card account.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt Defendants sought to collect from Plaintiff was incurred as a result of a consumer transaction.

6. Defendant Capital Management Services, LP, (“CMS”) is a debt collection agency with its principal offices located at 698 ½ South Ogden Street, Buffalo, New York 14206.

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

8. CMS is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

9. CMS is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat § 427.103(3).

FACTS

10. On or about February 16, 2018, Barclays Bank Delaware (“Barclays”) mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to Barclays Bank Delaware and associated with Plaintiff’s “Barnes & Noble Booksellers” credit card account with an account number ending in 6016. A copy of this account statement is attached to this complaint as Exhibit A.

11. Upon information and belief, the debt referenced in Exhibit A is a personal consumer credit card account, used only for personal, family, and household purposes.

12. Exhibit A states:

BARNES & NOBLE
BOOKSELLERS
www.bn.com

Payment Due Date	March 13, 2018
Minimum Payment Due	\$658.54
Previous Balance	\$2,340.06
Statement Balance	\$2,410.14

Barnes & Noble MasterCard® Statement

Issued By: Barclays Bank Delaware
Primary Account Number Ending in: 6016
Statement Billing Period: 01/17/18 - 02/16/18

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Questions? Call 1-866-896-5547
BarclaycardUS.com

13. Exhibit A states that, as of February 16, 2018, Plaintiff's account ending in 6016 had a "New Balance" of \$2,410.14, with a "Payment Due Date" of March 13, 2018, and a "Minimum Payment Due" of \$658.54.

14. On or about March 4, 2018 CMS mailed Plaintiff a debt collection letter regarding an alleged debt, allegedly owed to "BARCLAYS BANK DELAWARE" and associated with Plaintiff's "Barnes & Noble" account. A copy of this account statement is attached to this complaint as Exhibit B.

15. Upon information and belief, the alleged debt referenced in Exhibit B is the same alleged debt referenced in Exhibit A.

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

17. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and used by CMS to attempt to collect alleged debts.

18. Exhibit B was the first letter that CMS sent to Plaintiff with respect to Plaintiff's alleged "BARCLAYS BANK DELAWARE" debt.

19. Exhibit B contains the validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that the debt collector send the consumer along with, or within five days of, their initial communications:

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 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 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 than the current creditor.

Exhibit B.

20. Exhibit B also states:

Original Creditor: BARCLAYS BANK DELAWARE
Current Creditor: BARCLAYS BANK DELAWARE
Description: Barnes & Noble
Account #: 8549
AMOUNT ENCLOSED: _____
Amount of Debt: \$2410.14

Exhibit B.

21. Exhibit B, mailed on March 4, 2018, just two weeks after Barclays mailed Exhibit A to Plaintiff, states the “Amount of Debt” but does not state that Plaintiff could return her account to a current status by making a minimum payment of \$658.54 on or before March 13, 2018.

22. Exhibit B, thus, represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

23. The representation in Exhibit B that Plaintiff’s account had a “Current Account Balance” of \$2,410.14 is false, deceptive, misleading, and unconscionable.

24. According to Exhibit A, as of March 4, 2018, when CMS mailed Exhibit B, Plaintiff’s account had a “Minimum Payment Due” of \$658.54, and a “Payment Due Date” of March 13, 2018. Exhibit A.

25. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibit B. Exhibit B states that the “Amount of Debt” is \$2410.14 without stating an amount “due” while Exhibit A seeks only a minimum payment of \$658.54. *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.’”).

26. Moreover, although Exhibit A states that the minimum payment of \$658.54 is not due until March 13, 2018, and that the “past due amount” is \$565.06, Exhibit B states that CMS

was engaged by Barclays to resolve Plaintiff's "delinquent debt of \$2410.14." *See Chuway v. Nat'l Action Fin. Servs.*, 362 F.3d 944, 947-48 (7th Cir. 2004) (debt collector misleads consumer by stating a "current balance" without disclosing that a portion of that balance "might not yet be due, let alone overdue.").

27. Additionally, Exhibit B contains account information that is confusing and misleading to the unsophisticated consumer.

28. Exhibit B states that the "Current Creditor" of the debt is "BARCLAYS BANK DELAWARE," and that the "Original Creditor" of the debt is "BARCLAYS BANK DELAWARE."

29. Exhibit B further states that the "Account #" is 8549, and that the "Reference#" of the account ends in 2507.

30. According to Exhibit A, the account number associated with Plaintiff's Barnes & Noble credit card account ends in 6016, and does not contain 8549.

31. Exhibit B is false, deceptive, misleading, and confusing in its identification of the debt and its creditor.

32. The confusion engendered by the false account number stated in Exhibit B is compounded by the fact that Defendant is collecting on an account that is past due and Exhibit B states that Barclays is both the "Current Creditor" and the "Original Creditor." *See Tourgeman v. Collins Fin. Servs.*, 755 F.3d 1109, 1119 n. 6 (9th Cir. 2014) (misidentification of an account number can be a material false statement); *Bentkowsky v. Benchmark Recovery Inc.*, 2014 U.S. Dist. LEXIS 191481, at *2 (N.D. Calif. Oct. 28, 2014) (collection letter that identified the current creditor as the original creditor "implies that the current creditor is someone different from the "Original Creditor," such as, perhaps, [the debt collector] itself.").

33. The unsophisticated consumer is aware that “bad” consumer debts, including past-due credit card accounts, may be sold to third-party debt buyers.

34. The unsophisticated consumer is also aware that third-party debt buyers generally assign purchased accounts new account numbers.

35. The unsophisticated consumer, receiving Exhibit B, would be confused and misled as to whether CMS correctly identified the current creditor in its letter, which named Barclays as the original creditor and provided a creditor account number that was different from the number associated with her Barclays account.

36. The unsophisticated consumer, receiving Exhibit B, would be confused and misled as to the character of the debt and whether it had been sold to a third-party debt buyer.

37. The unsophisticated consumer, receiving Exhibit B, would be confused and misled as to the identity of the debt and its creditor.

38. The unsophisticated consumer, receiving Exhibit A, would be confused and misled as to whether the Exhibit B was sent to collect on an account that was not hers.

39. Plaintiff was confused by Exhibits A and B.

40. The unsophisticated consumer would be confused by Exhibits A and B.

41. Plaintiff had to spend time and money investigating Exhibits A and B.

The FDCPA

42. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or

abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

43. The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an "unsophisticated consumer." *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). "The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled." *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

44. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

45. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680

(Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989).

46. 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)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *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.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *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*, 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).

47. 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”).

48. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

49. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

50. 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.”

51. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

52. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

53. 15 U.S.C. § 1692g(a) states:

a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

54. The debt collector must state the amount of the debt and the name of the creditor to whom the debt is owed in a non-confusing manner. *Janetos*, 825 F.3d at 323.

The WCA

55. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

56. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

57. To further these goals, the Act’s protections must be “liberally construed and applied.” Wis. Stat. § 421.102(1); *see also* § 425.301.

58. “The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives.” *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

59. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

60. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See*

Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

61. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

62. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvelt Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

63. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

64. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer” Wis. Admin. Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

65. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

66. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

COUNT I – FDCPA

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

68. Prior to sending Exhibit B, CMS was aware that Barclays had sent Plaintiff an account statement stating Plaintiff's account had a "Minimum Payment Due" of \$658.54, and a "Payment Due Date" of March 13, 2018.

69. CMS represented to Plaintiff that Plaintiff's Barclays account had been accelerated by seeking to collect the entire balance and not just the amount actually due or the amount past due.

70. CMS misrepresented the amount, character, and legal status of the debt it was collecting.

71. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1).

COUNT II – FDCPA

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

73. CMS misrepresented Plaintiff's account number.

74. The misrepresentation of Plaintiff's account number, coupled with the representation that Plaintiff's debt had been accelerated prior to the minimum payment due date, would confuse and mislead the unsophisticated consumer about whether the debt had been assigned to a third-party debt buyer.

75. CMS misrepresented the amount, character, and legal status of the debt it was collecting.

76. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, and 1692g(a)(2).

COUNT III -- WCA

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

78. Prior to sending Exhibit B, CMS was aware that Barclays had sent Plaintiff an account statement stating Plaintiff's account had a "Minimum Payment Due" of \$658.54, and a "Payment Due Date" of March 13, 2018.

79. CMS represented to Plaintiff that Plaintiff's Barclays account had been accelerated by seeking to collect the entire balance and not just the amount actually due or the amount past due.

80. CMS misrepresented the amount, character, and legal status of the debt it was collecting.

81. Defendant violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

82. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent an account statement by Barclays in the form of Exhibit A to the complaint in this action, (c) and subsequently were sent a letter in the form of Exhibit B to the complaint in this action, (d) where the letter in the form of Exhibit B was mailed prior to the "Minimum Payment Due Date" stated in the account statement in the form of Exhibit A, (e) and the alleged debt was incurred for personal, family or household

purposes, (f) and the letter in the form of Exhibit B was mailed between November 9, 2017 and November 9, 2018, inclusive, (f) and was not returned by the postal service.

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

84. 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 B violates the FDCPA and/or the WCA.

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

86. 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.

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

JURY DEMAND

88. 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 9, 2018

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
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EXHIBIT A

Payment Due Date	March 13, 2018
Minimum Payment Due	\$658.54
Previous Balance	\$2,340.06
Statement Balance	\$2,410.14

Important Customer Information

CREDIT LINE WARNING

Your account balance is currently over the approved credit line. To bring your account into good standing, please pay at least \$1,068.68. This amount is equal to your minimum payment due of \$658.54 plus the amount over your credit line which is currently \$410.14.

IMPORTANT INFORMATION ABOUT YOUR REWARDS PROGRAM

When you earn enough points to redeem for a Gift Card, your points will be automatically deducted from your points balance one business day after your monthly billing period ends.

These points will not be shown as "redeemed" in the reward summary of the statement until the following month's billing statement.

Remember, you can change your gift card delivery method online by visiting BarclaycardUS.com.

Barnes & Noble MasterCard® Statement

Issued By: Barclays Bank Delaware
Primary Account Number Ending in: 6016
Statement Billing Period: 01/17/18 - 02/16/18

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Questions? Call 1-866-896-5547
BarclaycardUS.com

Account Summary

Minimum Payment Due	\$658.54
Payment Due Date	03/13/18
Statement Begin Date	01/17/18
Statement End Date	02/16/18
Credit Line	\$0.00
Credit Available	\$0.00
Cash Credit Line	\$0.00
Cash Credit Available	\$0.00
Past Due Amount	\$565.06
Overlimit Amount	\$410.14

Activity Summary

Previous Balance	\$2,340.06
- Payments	\$0.00
+ Purchases	\$0.00
- B&N Rebates	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$37.00
+ Interest Charged	\$33.08
Statement Balance	\$2,410.14

Payment Information

Statement Balance	\$2,410.14
Minimum Payment Due	\$658.54
Payment Due Date	3/13/2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

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 using this card and 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	9 years	\$3,887.00

If you would like information about credit counseling services, please call 800-570-1392.

*Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to BarclaycardUS.com.

Additional messages may be on the next page(s). Make checks payable to "Card Services", allow 7-10 days for delivery. NOTICE: SEE REVERSE, OR END OF STATEMENT, FOR IMPORTANT INFORMATION.

Payment Coupon

Make payments online at BarclaycardUS.com

Check for address change. Complete form on the back.

Amount Enclosed: \$

Account Number	██████████ 6016
Minimum Payment Due	\$658.54
Statement Balance	\$2,410.14
Payment Due Date	March 13, 2018

BARNES & NOBLE
BOOKSELLERS
www.bn.com

Card Services
P.O. Box 13337
Philadelphia, PA 19101-3337



MB 01 008071 97191 B 35 A
JULIE F VOEKS
517 E RAWSON AVE
OAK CREEK WI 53154-1509



Important Information

Lost or Stolen Card: Your credit card is issued by Barclays Bank Delaware. If your card is lost or stolen, please contact us immediately at 1-866-896-5547 at any time.

Payment Information: Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement and on your home page when you login to BarclaycardUS.com. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to Card Services. **Please allow 7 to 10 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-866-896-5547.

Mailed Payments: A conforming payment received by us by 5 p.m. ET will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement or mailed with a payment coupon printed from BarclaycardUS.com to Card Services, P.O. Box 13337 Philadelphia, PA 19101-3337; and 2) is in the form of a single, non-folded check or money order made payable in U.S. dollars from a U.S. based institution. Any payment that does not meet these requirements, or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment" which may delay the crediting of the payment for up to 5 days.

Other Payment Options:

Web: Visit BarclaycardUS.com to set up your payments.

Mobile: To download the Barclaycard Mobile App, text MOBILE to 53818.

Phone: Call us at 1-866-896-5547 and we will process your payment.

All payments made via web, mobile app or pay by phone by 7:00 P.M. ET will be credited to your account that same day.

Overnight Payments: Send overnight courier service or U.S.P.S. Priority Mail payments to Card Services, 400 White Clay Center Drive, Newark, DE 19711. A payment received at this address by 5 P.M. ET that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

How We Will Calculate Interest.

We use a method called "daily balance (including new purchases)." We calculate interest separately for each "Balance Subject to Interest Rate." These include for example, Purchases at the current rate, Balance Transfers at the current rate, Cash Advances at the current rate, and different promotional balances. Your monthly billing statement shows each "Balance Subject to Interest Rate."

To calculate interest, we first calculate a daily balance for each Balance Subject to Interest Rate. We start with the balance, for that Balance Subject to Interest Rate, as of the end of the previous day. We add any interest calculated on the previous day's balance. (This means interest is compounded daily). We add any new Purchases, Balance Transfers or Cash Advances to the appropriate balance, subtract any new payments or credits from the appropriate balance, and make other adjustments. A credit balance is treated as a balance of zero. We then multiply each daily balance by the applicable daily periodic rate. We do this for each day in the billing period. That gives us the daily interest. We add up all the daily interest for all of the daily balances to get the total interest for the billing period.

Accrual of Interest and How to Avoid Paying Interest on Purchases.

Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, you can avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date. You may also avoid paying interest on Purchases if either Paragraph A or Paragraph B of this section applies to your account.

Continued on page 4

Make changes to your contact information below.

Name

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

BARNES & NOBLE
BOOKSELLERS
www.bn.com

Barnes & Noble MasterCard Rewards Summary

Barnes & Noble MasterCard Points	
Previous Points Balance	0
Points earned this period	+ 0
Bonus points	+ 0
Barclaycard Rewards Boost	+ 0
Adjustments	+ 0
Points converted to Gift Card(s)	- 0
Points earned towards next Gift Card	0
Points needed to earn your next Gift Card	2,500
Lifetime value of Barnes & Noble Gift Cards earned with your Mastercard	\$ 75.00
Please Note: A Barnes & Noble Gift Card will automatically be sent to you each time you accumulate 2500 points.	
Barnes & Noble MasterCard Rebates	
Barnes & Noble Rebates earned with your Barnes & Noble MasterCard this period	\$0.00
Lifetime value of Barnes & Noble Rebates earned with your MasterCard	\$ 30.38
Please Note: Any Rebate you earn through the Barnes & Noble MasterCard program is listed in the transaction activity section under each Barnes & Noble purchase.	
Total Barnes & Noble MasterCard Rewards	
Total lifetime value of Barnes & Noble MasterCard Rewards	\$ 105.38

Activity for JULIE F VOEKS - card ending in 6016

No Transaction Activity At This Time

Summary of Fees and Interest

Fees Charged			
Trans Date	Posting Date	Transaction Description	Amount
02/13	02/13	LATE PAYMENT FEE	\$37.00
Total Fees for this Period			\$37.00
Interest Charged			
Trans Date	Posting Date	Transaction Description	Amount
02/16	02/16	INTEREST CHARGE ON PURCHASES	\$33.08
Total Interest for this Period			\$33.08

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2018	\$74.00	Total Interest charged in 2018	\$65.18
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2018. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 31 Days in Billing Cycle

	Promotional Rate End Date	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases				
Current Purchases	---	\$2,360.76	16.49%(v)	\$33.08
Balance Transfers				
Current Balance Transfers/Checks	---	\$0.00	16.49%(v)	\$0.00
Cash Advances				
Current Cash Advance	---	\$0.00	23.24%(v)	\$0.00
Total				\$33.08
Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate				

Important Information

A. If you have Purchase balances with a 0% promotional APR, you can avoid paying interest on those Purchase balances during the promotional period, and the following Paragraph B will not apply to your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

B. If you have Purchase balances with an APR that is greater than 0%, and you also have other types of promotional balances on your account, you still may be able to avoid paying interest on those balances without paying your Statement Balance in full. If this applies to your Account, you will see a Paragraph titled "Avoiding Interest on Purchases (Grace Period)" appearing directly below the Interest Charge Calculation section on the front of this Statement. This will show the amount you can pay by the Payment Due Date and still avoid interest charges on your Purchase balances. This amount may differ from your Statement Balance. It may differ because you currently have certain promotional APR balances, and the nonpayment of these balances will not affect your grace period on Purchases, provided you pay all other balances on your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

For Balance Transfers, interest will accrue from the transaction date which generally will be the day the payee accepts the Check. For Cash Advances, interest will accrue from the transaction date which generally will be the day you take the Cash Advance. Please note that purchases of Cash Equivalents, which include money orders, travelers checks, foreign currency, lottery tickets, gambling chips and wire transfers, are treated as Cash Advances and do not have a grace period. See your Cardmember Agreement for more information.

Minimum Interest Charge: This fee, if imposed, appears in the Summary of Fees as a "Minimum Interest Charge" or "Minimum Charge."

Credit Bureau Disputes: If you believe that an entry we have made on your credit bureau report is inaccurate or incomplete, please contact the reporting agency directly or contact us at Card Services, P.O. Box 8803 Wilmington, DE 19899-8801. Please include your name; your account number; the credit reporting agency where you received the bureau report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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:

1. 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 are 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.)
2. 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.
3. 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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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 refer to your Cardmember Agreement for additional information about the terms of your Account.

©2018 Barclays Bank Delaware, member FDIC

Exhibit B

698 1/2 SOUTH OGDEN STREET
BUFFALO, NY 14206-2317



CAPITAL MANAGEMENT SERVICES, LP
698 1/2 South Ogden Street Buffalo, NY 14206-2317
Office Hours: M-F 8 am - 9 pm ET
Sat 8 am - 1 pm ET
Toll Free: 1-800-355-3293, Fax: 716-512-6046

Reference# [REDACTED] 2507



T16 P1****AUTO**ALL FOR AADC 530

Julie F Voeks
517 E RAWSON AVE
OAK CREEK, WI 53154-1509

Original Creditor: BARCLAYS BANK DELAWARE
Current Creditor: BARCLAYS BANK DELAWARE
Description: Barnes & Noble
Account #: 8549
AMOUNT ENCLOSED: _____
Amount of Debt: \$2410.14

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Dear Julie F Voeks:

March 04, 2018

This company has been engaged by BARCLAYS BANK DELAWARE to resolve your delinquent debt of \$2410.14.

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 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 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 than the current creditor.

You may contact Capital Management Services, LP at 698 1/2 South Ogden Street, Buffalo, NY 14206-2317. Please submit your payment and make the check or money order payable to Capital Management Services, LP to the above address. You may also make payments online at: www.cms-trans.com.

This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.

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
JULIE VOEKS

(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
CAPITAL MANAGEMENT SERVICES LP

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 and the Wisconsin Consumer 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 9, 2018** SIGNATURE OF ATTORNEY OF RECORD: **s/ John D. Blythin**

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

JULIE VOEKS

Plaintiff(s)

v.

CAPITAL MANAGEMENT SERVICES LP

Defendant(s)

Civil Action No. 18-cv-1782

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CAPITAL MANAGEMENT SERVICES LP
698 1/2 South Ogden Street
Buffalo, New York 14206

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:

John D. Blythin
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

Civil Action No. 18-cv-1782

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: [Capital Management Services Falsely Represented Debt as Accelerated, Consumer Claims](#)
