

Philip D. Stern & Associates, LLC  
Attorneys at Law  
697 Valley Street, Suite 2d  
Maplewood, NJ 07040  
(973) 379-7500

The Wolf Law Firm, LLC  
1520 U.S. Highway 130 – Suite 101  
North Brunswick, NJ 08902  
Tel.: 732-545-7900  
Fax: 732-545-1030

*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
NEWARK VICINAGE**

THOMAS C. WILLIAMS,  
Plaintiff,

v.

THE CBE GROUP, INC.,  
Defendant.

**CLASS ACTION COMPLAINT  
AND JURY DEMAND**

Plaintiff, Thomas C. Williams (“Plaintiff” or “Williams”), individually and on behalf of all others similarly situated, by way of Complaint against Defendant, The CBE Group, Inc. (“Defendant” or “CBE”), says:

**NATURE OF THE ACTION**

1. This action stems from the Defendant’s violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq. Specifically, Defendant sent misleading letters to Plaintiff and others similarly situated in its attempts to collect debts from them. Plaintiff seeks damages under the FDCPA for himself and a class of similarly situated New Jersey consumers.

**PARTIES**

- Williams is a natural person who resides in Morris County, New Jersey.
- CBE is a for-profit Iowa corporation registered as a foreign corporation with the State of New Jersey with a principal place of business at 131 Tower Park Drive,

Suite 100, Waterloo, Iowa 50701.

### **JURISDICTION AND VENUE**

4. This Court has federal-question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

5. Venue in this action properly lies in this District and Vicinage because Plaintiff lives there, Defendant does business there, and the events giving rise to this action took place there.

### **ALLEGATIONS OF FACT**

6. Sometime prior to June 25, 2010, Williams is alleged to have incurred a financial obligation (“Debt”) to Citicorp Credit Services, Inc. (USA) regarding an EXXONMOBIL account for personal, family, or household purposes.

7. CBE contends that the Debt is in default.

8. CBE contends that the allegedly-defaulted Debt was placed with, obtained by or assigned to CBE for the purpose of collecting or attempting to collect the Debt.

9. In an attempt to collect the Debt, CBE sent Williams an initial collection letter dated June 25, 2010.

10. A true and correct copy of the June 25, 2010 Letter is attached as Exhibit 1.

11. The opening paragraph of the June 25, 2010 Letter following the salutation states:

This account has been forwarded to our office by Citicorp Credit Services, Inc. (USA) regarding your EXXONMOBIL account. Our client indicates that your balance of \$1,205.41 is past due. To prevent further phone calls and receiving future letters in regards to this matter please bring your account current through one of the payment options below. We are here to assist you in this matter.

12. The statement in the opening paragraph that “To prevent further phone calls and receiving future letters in regards to this matter please bring your account current through one of the payment options below,” is false and misleading in that the least sophisticated consumer who understand the statement to mean that the only means to prevent further phone calls or future letters was to pay the alleged debt.

13. Under the FDCPA, at 15 U.S.C. § 1692c(c), a consumer has the right to notify a debt collector in writing to cease further communication.

14. Under the FDCPA, at 15 U.S.C. § 1692g(b), a debt collector must cease all collection activity – which includes placing telephone calls and sending letters to the

consumer – beginning when a consumer, in writing and within thirty days after receipt of the notice required under 15 U.S.C. § 1692g(a), disputes the debt or requests the name and address of the original creditor and ending when the debt collector mails either verification of the debt or the name and address of the original creditor.

15. The statement in the opening paragraph that “To prevent further phone calls and receiving future letters in regards to this matter please bring your account current through one of the payment options below,” overshadows and is inconsistent with the consumer’s thirty-day right to dispute the debt or request the name and address of the original creditor in that the least sophisticated consumer would believe that the thirty-day rights offered no protection as the only way to stop phone calls and letters would be payment of the alleged debt.

16. It is CBE’s policy and practice to send written collection communications to consumers similarly situated to Plaintiff, in the form attached as Exhibit 1, in connection with the collection of alleged consumer debts, which make false, deceptive, and misleading representations, and which overshadow and are inconsistent with consumers’ rights, all in violation of the FDCPA at 15 U.S.C. §§ 1692e(10) and 1692g(b).

17. The letters sent by Defendant to Plaintiff and others similarly situated could cause the “least sophisticated consumer” to be confused, misled or deceived in violation of FDCPA.

18. Defendant knew or should have known that its actions violated the FDCPA. Additionally, Defendant could have taken the steps necessary to bring its actions within compliance with the FDCPA but neglected to do so and failed to adequately review its actions to ensure compliance with the law.

19. Defendant regularly collects or attempts to collect debts due or alleged to be due to another. Indeed, CBE’s website, <http://www.cbegroup.com> (accessed June 23, 2011), proclaims CBE’s trademarked tagline “Defining the future of debt collection.”

20. Defendant regularly collects or attempts to collect consumer debts owed or due or alleged to be due to another.

21. Defendant regularly collects or attempts to collect debts due or alleged to be due to another that were incurred primarily for personal, family or household purposes.

22. Defendant uses the mail, telephone or other instruments of interstate commerce in its attempts to collect debts due or alleged to be due to another.

23. Defendant uses the mail, telephone or other instruments of interstate commerce in its attempts to collect consumer debts due or alleged to be due to another.

24. Defendant uses the mail, telephone or other instruments of interstate commerce in its attempts to collect debts owed or due or asserted to be owed or due

another that were incurred primarily for personal, family or household purposes.

25. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6) and court decisions interpreting that provision.

26. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

27. The debts alleged to be owed by Plaintiff and others similarly situated are consumer debts.

28. Plaintiff and others similarly situated are consumers because they are natural persons allegedly obligated to pay a debt which was incurred primarily for personal, family and/or household purposes.

### CLASS ALLEGATIONS

29. Williams brings this action individually and as a class action on behalf of all other persons similarly situated pursuant to Fed. R. Civ. P. 23. The “Class” consists of:

All consumer debtors to whom The CBE Group, Inc. mailed a letter to a New Jersey address in connection with its attempt to collect on an EXXONMOBIL account for Citicorp Credit Services, Inc. (USA) which letter (a) was dated on or after June 24, 2010, (b) was not returned by the Postal Service as undeliverable, and (c) included the sentence “To prevent further phone calls and receiving future letters in regards to this matter please bring your account current through one of the payment options below.”

The class may be subsequently refined. Specifically excluded from the proposed class are any officers, directors, or employees of Defendant and their immediate family members, any judge presiding over this action and their immediate family members, and all persons who, prior to the date this action is certified to proceed as a class action, either died, obtained a discharge in bankruptcy, or signed a general release of claims against The CBE Group, Inc.

30. The “Class Claims” consist of all claims arising from a person’s receipt of a letter from CBE in connection with its attempt to collect a debt which included the sentence “To prevent further phone calls and receiving future letters in regards to this matter please bring your account current through one of the payment options below.”

31. Plaintiff seeks statutory damages, attorney’s fees and costs on behalf of all class members under the FDCPA.

32. The identity of each member of the Class is readily ascertainable from CBE’s records and the records of Citicorp Financial Services, Inc. (USA).

33. The Class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

34. There are questions of law and fact common to Plaintiff's claims and the Class's claims. These common questions include, but are not limited to:

34.01. Whether Defendant's written communications to Plaintiff and the Class, in the form attached as Exhibit 1, violate the FDCPA; and

34.02. Whether Plaintiff and the Class are entitled to statutory damages under the FDCPA.

35. Williams' claims are typical of the claims of the class members. Williams and all members of the Class have claims arising out of the CBE's common and uniform course of conduct with respect to CBE's written communications to consumers in the form attached as Exhibit 1.

36. Williams will fairly and adequately protect the interests of the class members insofar as Williams has no interests that are adverse to the absent class members. Williams is committed to vigorously litigating this matter. Williams has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Williams and Williams' counsel have no interests antagonistic to the Class.

37. Certification of a class under Fed. R. Civ. P. 23(b)(3) is appropriate in that the questions of law and fact common to members of the Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy because individual joinder of all members would be impracticable, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender, an important public interest will be served by addressing the matter as a class action, substantial expenses to the litigants and to the judicial system will be realized, and difficulties are unlikely in the management of a class action.

38. Common questions of law and/or fact predominate over any questions affecting only individual Class members.

39. The prosecution of separate actions by individual members of the Class would run the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for the Defendant in this action or the prosecution of separate actions by individual members of the classes would create the risk that adjudications with respect to individual members of the classes would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Prosecution as a class action will eliminate the possibility of repetitious litigation.

40. Based on discovery and further investigation, at the time Plaintiff moves for class certification, Plaintiff may seek class certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).

41. Plaintiff does not anticipate any difficulty in the management of this

litigation.

**COUNT I: VIOLATIONS OF THE FDCPA**

42. Williams realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint.

43. Williams is a “consumer” within the meaning of 15 U.S.C. § 1692a(3).

44. CBE is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6).

45. The Debt is a “debt” within the meaning of 15 U.S.C. § 1692a(5).

46. The June 25, 2010 letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

47. The June 25, 2010 letter was the “initial communication” which contained the written notice required by 15 U.S.C. § 1692g(a).

48. The June 25, 2010 letter was sent by CBE to Williams in an attempt to collect the Debt.

49. CBE’s use of the written communication in the form attached as Exhibit 1 violated the FDCPA in one or more of the following ways:

49.01. Using false, deceptive, or misleading representations and/or means in connection with the collection of any debt, which constitutes a violation of 15 U.S.C. § 1692e;

49.02. Using a false representation and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. § 1692e(10); and

49.03. Communicating information to a consumer which overshadows and is inconsistent with the consumer’s thirty day right to dispute the debt or to request the name and address of the original creditor in violation of 15 U.S.C. § 1692g(b).

50. Based on any one of those violations, Defendant is liable to Plaintiff and the Class for statutory damages, attorney’s fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of herself and others similarly situated, demand judgment against Defendant as follows:

- A. For certification of this matter as a class action, appointing the named Plaintiffs as representatives of the class, and appointing Philip D. Stern, Esq., Andrew R. Wolf, Esq., Henry P. Wolfe, Esq., and Elliot M. Gardner, Esq. as class counsel;

- B. For maximum statutory damages under the FDCPA (15 U.S.C. § 1692 et seq.) and all other applicable statutes;
- C. For actual damages;
- D. For reasonable attorneys' fees and costs of suit in connection with this action pursuant to 15 U.S.C. § 1692k(a)(3) and all other applicable statutes;
- E. For pre-judgment and post-judgment interest; and
- F. For such other and further relief as Plaintiff and others similarly situated may be entitled or as the Court deems equitable and just.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all issues subject to trial.

**CERTIFICATION**

Pursuant to Local Civil Rule 11.2, I hereby certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party, other than putative class members, who should be joined in the action at this time.

Dated: June 24, 2011

*s/Philip D. Stern* \_\_\_\_\_

Philip D. Stern  
Philip D. Stern & Associates, LLC  
Attorneys at Law  
697 Valley Street, Suite 2d  
Maplewood, NJ 07040  
(973) 379-7500

Andrew R. Wolf  
Henry P. Wolfe  
Elliot M. Gardner  
The Wolf Law Firm, LLC  
1520 U.S. Highway 130 – Suite 101  
North Brunswick, NJ 08902  
Tel.: 732-545-7900  
Fax: 732-545-1030

*Attorneys for Plaintiff and the Putative Class*



CALL: (866)239-6098



Creditor: Citibank (South Dakota) NA

Hours of Operation: 9:00 a.m. - 5:00 p.m. CT Monday-Friday

Your Account Number:	REDACTED 8575
Total Amount Due:	\$1,205.41
Reference Number:	0187
User ID:	07010644382
Password:	REDACTED

06/25/10

06/25/10

Dear THOMAS WILLIAMS:

This account has been forwarded to our office by Citicorp Credit Services, Inc. (USA) regarding your EXXONMOBIL account. Our client indicates that your balance of \$1,205.41 is past due. To prevent further phone calls and receiving future letters in regards to this matter, please bring your account current through one of the payment options below. We are here to assist you in this matter.

- Option 1:** Send your check or money payable to "Citicorp Credit Services Inc. (USA)" with one of the payment coupons provided with this letter.
- Option 2:** Pay online by check at [www.paycbe.com](http://www.paycbe.com) (Secure Internet Access) to resolve and not have to talk to anyone about this matter. To access your account on line, your CBE user ID is 07010644382 and your online access code is f4Uc#6Ug. NOTE: If you have already accessed your online account and chose a new access code, please use the code you created at that time and disregard the code provided above.
- Option 3:** Call us at (866)239-6098 to discuss paying with check by phone, debit card or via convenient Western Union.

Unless you notify this office within thirty (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 thirty (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 thirty (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; any information obtained will be used for that purpose. This communication is from a debt collector.

Para información en español por favor llame al número (888)499-4914.

(QESP)40:T007:000240:001:0000:

W 1055884

Please call our office with change of address information.

CBEG0187

PLEASE DETACH AND RETURN WITH YOUR PAYMENT.

010644382-22-001497  
131 TOWER PARK, SUITE 100  
P.O. BOX 2547 WATERLOO, IA 50704-2547

ELECTRONIC SERVICE REQUESTED

REDACTED 8575	DATE: 06/25/10	PLEASE PAY THIS AMOUNT: \$1,205.41
---------------	-------------------	---------------------------------------

AMOUNT ENCLOSED:

06/25/10

Reference Number: 0187

CS Number:

07-010644382

000969014697460

Your e-mail address: \_\_\_\_\_

\*By providing your e-mail address you hereby authorize us to communicate with you in our attempt to collect any debt you may owe at the e-mail address you have provided.

WILLIAMS, THOMAS C  
REDACTED  
CHATHAM NJ 07928-0103



THE CBE GROUP, INC.  
PAYMENT PROCESSING CENTER  
PO BOX 2695  
WATERLOO, IA 50704-2695



03 01064438222001497 0000000120541 062510 187 1