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13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 WINIFRED CABINESS, individually and on ) **Case No. 3:16-cv-01109-JST**  
behalf of all others similarly situated, )  
18 ) CLASS ACTION  
Plaintiff, )  
19 ) **FIRST AMENDED COMPLAINT FOR**  
v. ) **DAMAGES AND INJUNCTIVE RELIEF**  
20 ) **PURSUANT TO THE TELEPHONE**  
EDUCATIONAL FINANCIAL SOLUTIONS, ) **CONSUMER PROTECTION ACT, 47**  
21 LLC DBA CAMPUS DEBT SOLUTIONS, ) **U.S.C. § 227, ET SEQ.**  
22 ) **DEMAND FOR JURY TRIAL**  
Defendant. )

23 Plaintiff WINIFRED CABINESS (“Ms. CABINESS”), on behalf of herself and all others  
24 similarly situated, through her attorneys, alleges on personal information and on information and  
25 belief based upon, *inter alia*, the investigation made by and through her attorneys, as follows.

26 **INTRODUCTION**

27 1. Congress enacted the Telephone Consumer Protection Act, 47 U.S.C. §227 *et seq.*  
28 (the “TCPA”) in response to widespread complaints about unsolicited and unauthorized telephone

1 calls made to non-consenting consumers through the use of automatic telephone dialing systems  
2 (“ATDS”) or by use of artificial or prerecorded voice. Sponsoring Senator Ernest “Fritz” Hollings  
3 called such calls “the scourge of modern civilization.” 137 Cong. Rec. 30,821-30,822 (1991).  
4 Congress found that unwanted automated calls were a “nuisance and an invasion of privacy,  
5 regardless of the type of call” and that banning such calls was “the only effective means of  
6 protecting telephone consumers from this nuisance and privacy invasion.” Pub. L. No. 102-243,  
7 §§2 (10-13) (Dec. 20, 1991), codified at 47 U.S.C. §227. To this end, the TCPA prohibits any  
8 person from making any call (other than a call made for emergency purposes or with the prior  
9 express consent of the called party) to any cellular telephone using any ATDS, or using artificial  
10 or prerecorded voice.

11 2. This case concerns a particularly intrusive practice: namely, Defendant  
12 EDUCATIONAL FINANCIAL SERVICES, LLC dba CAMPUS DEBT SOLUTIONS (“CDS”),  
13 gained control of a telephone number – (800) 848-0979 – that was previously used by the United  
14 States Department of Education (“DoEd”) (the “Number”). This number is listed as a DoEd on  
15 both DoEd forms and numerous websites.

16 3. CDS acquired the Number as part of a systemic and ongoing course of conduct in  
17 order to obtain borrowers’ cellular telephone numbers and call them in order to mislead borrowers  
18 into paying CDS for otherwise free federal student loan forgiveness and repayment programs.  
19 Upon borrowers calling the Number on their cellular telephones, CDS made false and misleading  
20 statements to trick or intentionally mislead the borrowers into believing that they were speaking  
21 to the DoEd. CDS made statements that CDS knew to be misleading, untrue, or made with  
22 reckless indifference as to their truth or falsity.

23 4. As part of its policies and procedures, once Plaintiff and class members called the  
24 Number, CDS would forward Plaintiff and class members’ cellular telephone numbers, obtained  
25 through false pretenses, into the CDS internal database. CDS would then bombard their cellular  
26 telephones with calls in order to continue to induce Plaintiff and the class members into paying  
27 for CDS’s services.

28 5. CDS places these calls using an automated telephone dialing system (“ATDS”),

1 and/or by using an artificial or prerecorded voice. Because Plaintiff and the class believed that  
2 they were calling the DoEd and not CDS, they did not consent to receive calls from CDS.

3 6. CDS's unwanted calls caused Plaintiff and the class the very harm that Congress  
4 sought to prevent – a “nuisance and invasion of privacy.” The calls wasted Plaintiff and the  
5 class's time and money, as they trespassed on and interfered with Plaintiff and the class's rights  
6 and interest in their cellular telephones. The calls were an intentional intrusion upon their solitude  
7 or seclusion, disrupting their peace and quiet; the calls tied up their phone lines, trespassed on  
8 Plaintiff and the class's telecommunications equipment for their own purposes, prevented use of  
9 the phones for other calls during the time of the intrusion, and used up the limited space on their  
10 voice mail. The calls further demanded a return call, which was alarming or confounding, and  
11 further wasted the recipients' time.

12 7. Plaintiff brings this action individually and on behalf of a class of all persons  
13 similarly situated, as more particularly defined below.

14 **PARTIES**

15 8. Plaintiff WINIFRED CABINESS is, and at all times relevant was, a natural person  
16 and a citizen of California, residing in Contra Costa County, California.

17 9. Defendant EDUCATIONAL FINANCIAL SOLUTIONS, LLC dba CAMPUS  
18 DEBT SOLUTIONS, is a corporation organized and existing under the laws of the State of  
19 Delaware, with its principal place of business in the State of Florida, and doing business in the  
20 State of California.

21 **JURISDICTION**

22 10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
23 1331 as the claims alleged herein arise under the Telephone Consumer Protection Act, 47 U.S.C.  
24 § 277. *Mims v. Arrow Fin. Serv., LLC*, 132 S.Ct. 740 (2012). This Court also has jurisdiction  
25 pursuant to 28 U.S.C. § 1332(d)(2) because this matter is a class action in which class members  
26 are citizens of a different state than that of Defendant and the amount in controversy (including  
27 attorneys' fees), upon information and belief, exceeds \$5,000,000.00, exclusive of interest and  
28

1 costs.

2 11. Declaratory relief is available under 28 U.S.C. §2201. Injunctive relief is available  
3 under 47 U.S.C. §227(b)(3)(A).

4 **VENUE**

5 12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant  
6 conducts business in this District, and the actions giving rise to this suit occurred within this  
7 District.

8 **FCC RULINGS AND OTHER LEGAL AUTHORITY IMPACTING CLAIMS**  
9 **BROUGHT UNDER THE TCPA**

10 **A. The FCC Has Broadly Interpreted the TCPA to Protect Consumers**

11 13. Congress has vested the Federal Communications Commission (“FCC”) with the  
12 authority to issue interpretations, rules and regulations to implement the TCPA, and the FCC has  
13 done so in a series of Orders broadly interpreting the protections the TCPA provides to consumers.  
14 47 U.S.C. §227(b)(2). According to findings by the FCC, such calls as those alleged herein are  
15 prohibited because, as Congress found, automated or prerecorded telephone calls are a greater  
16 nuisance and invasion of privacy, and such calls can be costly and inconvenient. The FCC also  
17 recognized that wireless customers are charged for incoming calls whether they pay in advance  
18 or after the minutes are used. *Rules and Regulations Implementing the Telephone Consumer*  
19 *Protection Act of 1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003).

20 14. In enacting the TCPA, Congress intended to give consumers a choice as to how  
21 creditors and telemarketers may call them, and made specific findings that “[t]echnologies that  
22 might allow consumers to avoid receiving such calls are not universally available, are costly, are  
23 unlikely to be enforced, or place an inordinate burden on the consumer.” TCPA, Pub.L. No. 102–  
24 243, §11. Toward this end, Congress found that:

25 Banning such automated or prerecorded telephone calls to the home, except when  
26 the receiving party consents to receiving the call or when such calls are necessary  
27 in an emergency situation affecting the health and safety of the consumer, is the  
28 only effective means of protecting telephone consumers from this nuisance and  
privacy invasion[.]

1 *Id.* at §12. Congress also specifically found that:

2 [T]he evidence presented to the Congress indicates that automated or prerecorded  
3 calls are a nuisance and an invasion of privacy, regardless of the type of call[.]

4 *Id.* at §§12-13.

5 **B. The FCC Has Broadly Interpreted What Constitutes an ATDS**

6 15. The FCC has ruled that the “capacity (A) to store or produce telephone numbers  
7 to be called, using a random or sequential number generator; and (B) to dial such numbers”  
8 without human intervention in the calling process is the hallmark of an ATDS. *In the Matter of*  
9 *Rules and Regulations Implementing the Telephone Consumer Protection Act of 2008*, CG Docket  
10 No. 02-278, FCC 07-232 (1/4/08) ¶13; *In the Matter of Rules and Regulations Implementing the*  
11 *Telephone Consumer Protection Act of 1991*, 2003 WL 21517583, 18 F.C.C.R. 14014, ¶132 (Fed.  
12 Comm’n Cmm’n July 3, 2003) (“2003 TCPA Order”).

13 16. Following Congress’ directive, the FCC has expanded the definition of ATDS to  
14 include predictive dialers. *In the Matter of Rules and Regulations Implementing the Telephone*  
15 *Consumer Protection Act of 1991*, CG Docket No. 02-278, 18 FCC Rcd 14014, 14092-93 (June  
16 26, 2003) at ¶133.

17 17. Moreover “capacity” includes systems that include hardware and software that can  
18 be paired to function together to act as an ATDS, even where the equipment would not be able to  
19 do so separately. *In re Matters of Rules and Regulations Implementing the Telephone Consumer*  
20 *Protection Act of 1991*, Declaratory Ruling and Order, CG Docket No. 02-278, WC Docket No.  
21 07-135, FCC 15-72 (July 10, 2015) (“2015 TCPA Order”), ¶10.

22 18. With respect to whether a device is considered an “automatic telephone dialing  
23 system” for purposes of the TCPA, the Ninth Circuit has specifically noted that “a system need  
24 not actually store, produce, or call randomly or sequentially generated numbers, it need only have  
25 the *capacity* to do it.” *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009)  
26 (emphasis added).

27 19. The FCC also ruled, “We also reject [the] argument that the Commission should  
28

1 adopt a ‘human intervention’ test by clarifying that an autodialer is not an autodialer unless it has  
2 the capacity to dial numbers without human intervention. Because the Commission has previously  
3 rejected a restrictive interpretation of autodialer in favor of one based on a piece of equipment’s  
4 potential ability, we find that [the] argument amounts to a simple variation on the ‘present ability’  
5 arguments we reject above.” 2015 TCPA Order at ¶20.

6 20. Enforcement of the TCPA is subject to a four-year statute of limitations pursuant  
7 to 28 U.S.C. §1658.

### 8 **STATEMENT OF FACTS**

#### 9 **A. CDS’s Acquisition and Use of the DoEd Number**

10 21. Sometime prior to May 2015, Defendant CDS gained control of a telephone  
11 number – (800) 848-0979 – that CDS knew had belonged to the United States Department of  
12 Education (“DoEd”) (the “Number”). The DoEd had previously used the Number as a call center  
13 for federally backed student loans, and it had listed the Number on both DoEd forms and websites.  
14 CDS does not advertise or otherwise publish the (800) 848-0979 Number. The (800) 848-0979  
15 Number is only published as a DoEd number.

16 22. Beginning on an exact date unknown to Plaintiff, but at least within four (4) years  
17 prior to the filing of the complaint and continuing to the present, CDS has engaged in a systematic,  
18 ongoing course of conduct with the intent to obtain moneys from Plaintiff and the class by false  
19 or fraudulent pretenses, willful misrepresentations, false promises, and willful avoidance.

20 23. CDS used the acquired Number to trick or intentionally mislead consumers into  
21 calling the Number. Statements made during the course of consumer-initiated phone calls to the  
22 Number were known by CDS to be misleading, untrue, or made with reckless indifference as to  
23 their truth or falsity with the intent to defraud.

24 24. Believing that the Number belonged to the DoEd, consumers called the Number  
25 and thus provided CDS with the consumers’ telephone numbers. Upon a consumer calling the  
26 Number, CDS entered the calling consumer’s cellular telephone number into CDS’s database.  
27 CDS then used the numbers in database to place calls to consumers’ cellular telephones using an  
28

1 ATDS in order to continue to induce consumers into paying money to CDS.

2 25. False and misleading statements made in the telephone solicitations were made  
3 with the intent to obtain cellular telephone numbers and other personal information from  
4 consumers and to obtain money from said consumers by tricking or intentionally misleading them  
5 into believing that they were calling a DoEd telephone number and speaking with a DoEd agent.  
6 In doing so, CDS misrepresented, directly and by implication, its affiliation with the Federal  
7 Government and the DoEd. The ultimate purpose of this systematic, ongoing course of conduct  
8 was to trick or intentionally mislead consumers into paying CDS for otherwise free federal student  
9 loan forgiveness and payment programs.

10 **B. CDS's Calls to Plaintiff**

11 26. In mid-May 2015, Ms. CABINESS attempted to contact the DoEd regarding her  
12 student loans. She found the (800) 848-0979 Number listed on one of her old DoEd account  
13 statements and she called it, unaware that the Number had been acquired by CDS.

14 27. On the call with CDS, the CDS representative willfully avoided disclosing his  
15 identity and employer in order to trick or intentionally mislead Ms. CABINESS into believing  
16 that she was speaking with a representative of the DoEd.

17 28. The CDS representative requested and obtained Ms. CABINESS' social security  
18 number, her full name, and her login credentials for the National Student Loan Data System – the  
19 DoEd's website for borrowers to access their loan information. In addition, the representative ask  
20 Ms. CABINESS for authorization to withdraw fees directly from her bank account. However,  
21 Ms. CABINESS did not have that information with her at the time, and told the representative  
22 that she would call back the next day.

23 29. Ms. CABINESS attempted to call what she believed to be the DoED back the next  
24 day. She connected to a message system that identified the company, not as DoED, but as Campus  
25 Debt Solutions. Ms. CABINESS immediately ended the call and did not call back again.

26 30. Over the next several days, an employee of CDS named Daniel Benitez repeatedly  
27 called Ms. CABINESS on her cellular telephone, (xxx) xxx-0913, from numbers belong to CDS,  
28 and tried to pressure her to enter into a loan repayment plan through CDS.

1           31. With the assistance of the East Bay Community Law Center (“EBCLC”), Ms.  
2 CABINESS sent an e-mail to CDS, addressed to DBenitez@campusdebt.com, asking to be placed  
3 on CDS’ do not call list. She stated in the e-mail: “I am not interested in any services with your  
4 company, Campus Debt Solutions. Please destroy any information you have collected from me  
5 and cease all contact immediately.” (**Exhibit A**)

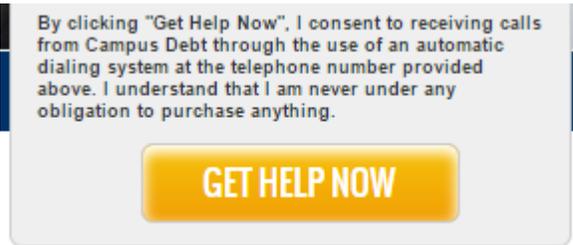
6           32. On June 23, 2015, Ms. CABINESS received two calls from (510) 270-2836 – a  
7 number that belongs to CDS, that she did not recognize. She did not answer the calls.

8           33. Continuing through the new year, CDS called Ms. CABINESS’s cell phone  
9 repeatedly from the (510) 270-2836 number, often several times in the same day. These repeated  
10 calls to Ms. CABINESS, particularly during the holidays, caused her a large amount of stress and  
11 anxiety. She did not answer the calls. As of February 2016, Ms. CABINESS was still receiving  
12 calls from CDS to her cell phone.

### 13 **C. CDS’s Use of an ATDS**

14           34. CDS used equipment that has or had the capacity to store or produce telephone  
15 numbers to be called, using random or sequential number generator and to dial such numbers,  
16 also known as an “automatic telephone dialing system,” as defined by 47 U.S.C. §227(a)(1), to  
17 place calls and/or text messages to the cellular telephone number belonging to Plaintiff.

18           35. CDS indicates on its website (www.campusdebt.com), and specifically on its  
19 privacy policy page (www.campusdebt.com/about/privacy-policy) that it uses an Automatic  
20 Telephone Dialing System to place both phone calls and text messages. On its main page it sets  
21 forth:

22 By clicking “Get Help Now”, I consent to receiving calls  
23 from Campus Debt through the use of an automatic  
24 dialing system at the telephone number provided  
25 above. I understand that I am never under any  
26 obligation to purchase anything.

27 GET HELP NOW

28 [\(http://www.campusdebt.com/ /\)](http://www.campusdebt.com/)

36. And the CDS terms and conditions set forth:

1 By subscribing to Campus Debt you consent to receive electronic communications  
2 from Campus Debt in electronic form, via email, Short Message Service (“SMS  
3 Service”) or wireless internet (“WAP Service”) and may be sent via automatic  
4 telephone dialing systems which may use pre-recorded messages  
5 (<http://www.campusdebt.com/about/terms-conditions/>)

6 37. CDS employed some or all of these practices and these systems when placing calls  
7 to the cellular telephone numbers belonging to Plaintiff and the putative class members. Any  
8 human participation on the part of CDS was incidental to the harvesting and storage of Plaintiff’s  
9 cell phone numbers and placement of the calls, and wholly immaterial to the capacity of CDS’s  
10 calling system.

11 38. On February 11, 2016, Ms. CABINESS answered a call from (510) 270-2836. The  
12 phone rang for several seconds before she answered. Upon answering, Ms. CABINESS heard  
13 only silence for several seconds, and then Ms. CABINESS hung up the phone.

14 39. Ms. CABINESS is informed and believes, and on the basis of such information  
15 and belief alleges that her experience with the call from CDS – answering the phone but hearing  
16 only silence or “dead air” – indicates that the call was placed using a predictive dialing system.  
17 A predictive dialing system allows a single human operator to make calls to multiple consumers  
18 at the same time. Whichever consumer answers the phone first will be connected to the human  
19 operator. All further consumers that answer the phone will hear only silence.

20 40. CDS’s calls to Plaintiff and the proposed class, by means of the use of an CDS or  
21 pre-recorded calling system, without their consent, and for the purpose of collecting on debt they  
22 themselves did not owe, is an intrusion on seclusion that is highly offensive, and would be highly  
23 offensive to any reasonable person.

24 **INJURY IN FACT**

25 41. Plaintiff and the class members had a legally protected privacy interest arising out  
26 of the TCPA to be free from unwanted calls and prerecorded messages to their cellular phones.

27 42. That privacy interest barred entities like CDS from intruding upon the Plaintiff’s  
28 and the class members’ privacy. Specifically, the TCPA barred CDS from calling these  
individuals on their cellular phones using restricted technology, unless CDS first obtained express

1 consent.

2 43. Plaintiff and the class members received calls directed at them by CDS.

3 44. Those calls violated the individual rights of the Plaintiff and the class members.

4 45. As such, the harms to the Plaintiff and class members arose directly from the  
5 violation of their respective rights by CDS.

6 46. These invasions of privacy caused frustration and annoyance by the Plaintiff and  
7 class members, who had not consented to these intrusions caused by CDS. Plaintiff and class  
8 members have suffered an injury in fact.

9 **CLASS ACTION ALLEGATIONS**

10 47. It is CDS's policy and practice, in the course of business, to place calls using an  
11 ATDS and/or prerecorded voice to individuals whose cellular telephone numbers CDS obtained  
12 through false pretenses due to such individual calling the (800) 848-0979 Number using their  
13 cellular telephones.

14 48. Therefore, Plaintiff brings this class action on behalf of herself and on behalf of  
15 all other persons similarly situated as members of the proposed class, pursuant to Federal Rule of  
16 Civil Procedure 23(a) and (b)(3). This action satisfied the numerosity, commonality, typicality,  
17 adequacy, predominance, and superiority requirements of Rule 23.

18 49. The proposed class consists of:

19 All persons in the United States:

- 20
- 21 (a) who placed one or more call using his/her cellular telephone to (800) 848-
  - 22 0979, following CDS's acquisition of the (800) 848-0979 number;
  - 23 (b) to whose cellular telephone CDS subsequently placed one or more non-
  - 24 emergency calls;
  - 25 (c) using an automatic telephone dialing system, or artificial or prerecorded
  - 26 voice;
  - 27 (d) within the four (4) years prior to the filing of this complaint.

28 Excluded from this class are all persons who provided CDS with his/her cellular

1 telephone number in a manner other than by calling the (800) 848-0979 number.

2 50. The members of the class are so numerous that joinder of all claims would be  
3 impracticable. While the exact number of class members is unknown to Plaintiff at this time,  
4 Plaintiff alleges that there are more than 40 members of the class.

5 51. There are questions of law and fact common to the class, which predominate over  
6 any questions affecting individual class members. The predominant common questions include:

- 7 (a) Whether CDS used an ATDS, or an artificial or prerecorded voice within  
8 the meaning of the TCPA and applicable FCC regulations, to place calls to  
9 the class;
- 10 (b) Whether the class members gave consent to be called by CDS, since they  
11 did not knowingly provided CDS with their cellular telephone number  
12 when they called what they believed to be a Department of Education  
13 number; and
- 14 (c) Damages, including whether the violations were negligent, willful or  
15 knowing.  
16

17 52. Plaintiff's claims are typical of the claims of the other members of the class.  
18 CDS's conduct has caused Plaintiff and members of the class to sustain the same or substantially  
19 similar injuries and damages. CDS's conduct has caused each member of the class to suffer a  
20 nuisance or invasion of privacy, intrusion upon their seclusion and use of the cell phones for  
21 which they paid a subscriber fee. CDS has acted in a uniform manner with respect to Plaintiff  
22 and the other class members. Plaintiff have no interests antagonistic to the interests of the other  
23 members of the class.

24 53. Plaintiff will fairly and adequately represent and protect the interests of the  
25 members of the class. Plaintiff is a member of the class and does not have any conflict of interest  
26 with other class members. Plaintiff has retained and is represented by competent counsel who are  
27 experienced in complex class action litigation and claims involving violations of the TCPA.

28 54. The nature of this action makes a class action the superior and appropriate

1 procedure to afford relief for the wrongs alleged herein. There will be no difficulty in the  
2 management of this class action. The identity of the putative class, as well as the fact and time of  
3 calls made to putative class members, is ascertainable from electronic databases within CDS's  
4 custody or control. Individualized litigation presents the potential for inconsistent or  
5 contradictory judgments. A class action presents far fewer management difficulties and provides  
6 the benefits of single adjudication, economy of scale, and comprehensive supervision by a single  
7 court.

8 **FIRST CAUSE OF ACTION**

9 **(Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq.)**

10 55. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

11 56. The TCPA provides that it is unlawful for any person to make a non-emergency  
12 call using an automatic telephone dialing system or an artificial or recorded voice to any cellular  
13 phone service without prior express consent of the called party.

14 57. CDS violated the TCPA by impermissibly placing calls to the cellular telephones  
15 of Plaintiff and the members of the class using an ATDS or an artificial or prerecorded voice  
16 without their prior express consent.

17 58. Plaintiff and the members of the class have a legally protected interest in being  
18 free from the intrusion of autodialed calls and calls using an artificial or prerecorded voice. These  
19 unauthorized and offensive calls harmed Plaintiff and the members of the proposed class, because  
20 they caused Plaintiff and the members of the proposed class to suffer a nuisance and an invasion  
21 of privacy, all as more particularly described above. Such harm was fairly traceable to CDS's  
22 violations of the TCPA.

23 59. CDS has policies, practices or procedures of placing calls to cell phones using an  
24 ATDS or artificial or prerecorded voice, without the prior consent of the called parties.

25 60. CDS's violations were negligent, or alternatively, they were willful or knowing.  
26 47 U.S.C. §312(f)(1).

27 //

28

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court grant the following relief:

- A. Certify this matter as a class action under Rule 23(b)(2) and 23(b)(3);
- B. Appoint the named plaintiff as the class representative;
- C. Appoint the undersigned as Class Counsel for the classes to be represented;
- D. Award, statutory damages of \$500 per violation determined to be negligent;
- E. Award statutory damages of \$1,500 per violation determined to be willful;
- F. Grant a declaration that CDS's equipment and messages are regulated by the TCPA;
- G. Enter an order enjoining CDS from further violations of the TCPA; namely prohibiting CDS from using the (800) 848-0979 Number and prohibiting CDS placing non-emergency calls using an automatic telephone dialing system or an artificial or prerecorded voice, pursuant to 47 U.S.C. § 227(b)(3)(A);
- H. Grant costs of suit incurred herein;
- I. Award reasonable attorneys' fees as part of a common fund, if any; and
- J. Provide such other or further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands trial by jury.

Dated: September 23, 2016

KEMNITZER, BARRON & KRIEG, LLP

By: /s/ Bryan Kemnitzer  
BRYAN KEMNITZER  
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By: /s/ Sharon Djemal  
SHARON DJEMAL  
Attorneys for Plaintiff Winifred Cabiness, and the putative class

----- Forwarded message -----

From: **winifred cabiness** <[cabinew@gmail.com](mailto:cabinew@gmail.com)>

Date: Wed, May 27, 2015 at 4:00 PM

Subject: Re: Daniel - Campus Debt Follow up - Student Loans

To: Daniel Benitez <[DBenitez@campusdebt.com](mailto:DBenitez@campusdebt.com)>

Dear Mr. Benitez,

I am not interested in any services with your company, Campus Debt Solutions. Please destroy any information you have collected from me and cease all contact immediately.

Sincerely,  
Winifred H Cabiness