

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

TIMOTHY SNOW,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	
MIDLAND CREDIT MANAGEMENT,	)	
INC.,	)	
	)	
Defendant.	)	

NOTICE OF REMOVAL

Defendant Midland Credit Management, Inc. (“Midland Credit” or “Defendant”) hereby file its Notice of Removal of the above-captioned case to this Court and, in support of removal, respectfully state as follows:

1. Midland Credit is named as Defendant in Civil Action No. 24SL-CC02580 filed in the Circuit Court of St. Louis County, Missouri, styled Timothy Snow v. Midland Credit Management, Inc. (the “State Court Action”).

2. The Petition in the State Court Action was filed with the Clerk of the Circuit Court of St. Louis County on or about June 3, 2024. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings and orders served upon each Defendant in the State Court Action are attached hereto as **Exhibit A**.

3. In the State Court Action, Plaintiff alleges that Defendant violated a federal statute, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”).

4. Any civil action is removable if the plaintiff could have originally brought the action in federal court. See 28 U.S.C. § 1441(a).

5. Under 28 U.S.C. § 1331 this Court has original federal question jurisdiction over Plaintiff’s FDCPA claims.

6. Accordingly, pursuant to 28 U.S.C. § 1441(a), Defendant has the right to remove the State Court Action to this Court, without regard to the citizenship or residency of the parties or the amount in controversy.

7. Defendant was formally served with the Summons and Petition on June 4, 2024. This removal is therefore timely pursuant to 28 U.S.C. § 1446(b).

8. By this Notice of Removal, Defendant does not waive any defense, jurisdictional or otherwise, which either it possess. Defendant also does not concede that Plaintiff has stated a claim against it.

WHEREFORE, in accordance with the authorities set forth above, Defendant hereby removes this action from the Circuit Court of St. Louis County, Missouri, to the United States District Court for the Eastern District of Missouri.

DATED this 3rd day of July, 2024.

Respectfully submitted,
SPENCER FANE LLP

By: /s/ Joshua C. Dickinson

Joshua C. Dickinson, #51446MO
13815 FNB Parkway, Suite 200
Omaha, NE 68154
(402) 965-8600 (telephone)
(402) 965-8601 (facsimile)
jdickinson@spencerfane.com

Patrick T. McLaughlin, #48633MO
1 North Brentwood Blvd., Suite 1200
St. Louis, MO 63105
(314) 863-7733 (telephone)
(314) 862-4656 (facsimile)
pmclaughlin@spencerfane.com

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed electronically with the United States District Court for the Eastern District of Missouri, this 3rd day of July, 2024, with a true copy mailed, first class postage prepaid, to Plaintiff, addressed to his counsel as follows:

Richard A. Voytas, Jr.
Jacob C. Mohrmann
Voytas Law, LLC
7321 S. Lindbergh Blvd., Suite 400
St. Louis, MO 63125

/s/ Joshua C. Dickinson

Sort Date Entries: Descending Ascending

Display Options: All Entries ▼

06/03/2024

Summons Issued-Circuit

Document ID: 24-SMCC-4833, for MIDLAND CREDIT MANAGEMENT, INC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

Judge Assigned

DIV 2

Filing Info Sheet eFiling

Filed By: RICHARD ANTHONY VOYTAS Jr.

Motion Special Process Server

Request for Appointment of Process Server.

Filed By: RICHARD ANTHONY VOYTAS Jr.

On Behalf Of: TIMOTHY SNOW

Pet Filed in Circuit Ct

Petition.

Filed By: RICHARD ANTHONY VOYTAS Jr.

On Behalf Of: TIMOTHY SNOW

EXHIBIT
A



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: RICHARD M STEWART	Case Number: 24SL-CC02580
Plaintiff/Petitioner: TIMOTHY SNOW	Plaintiff's/Petitioner's Attorney/Address RICHARD ANTHONY VOYTAS Jr. 7321 S. LINDBERGH BLVD SUITE 101 vs. SAINT LOUIS, MO 63125
Defendant/Respondent: MIDLAND CREDIT MANAGEMENT, INC.	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: MIDLAND CREDIT MANAGEMENT, INC.

Alias:

CSC-LAWYERS INC SERVICE COMP.
221 BOLIVAR ST.
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

03-JUN-2024

Date

Further Information:
AD

Jean P. Salmer
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$	_____	
Non Est	\$	_____	
Sheriff's Deputy Salary			
Supplemental Surcharge	\$	10.00	
Mileage	\$	_____	(_____ miles @ \$._____ per mile)
Total	\$	_____	

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

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24SL-CC02580

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

TIMOTHY SNOW,

Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT, INC.

Serve at:

R/A CSC-Lawyers Incorp. Service Co.
221 Bolivar St.,
Jefferson City, MO 65101

Defendant.

Cause No

Division

JURY TRIAL DEMANDED

PETITION

COMES NOW Timothy Snow ("Plaintiff"), by and through his undersigned counsel, and for his Petition states as follows:

INTRODUCTION

1. This is an action for actual and statutory damages brought to the Court by an individual consumer for violations of the Fair Debt Collections Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

2. Plaintiff demands a trial by jury on all issues so triable.

JURISDICTION

3. This Court has jurisdiction of the FDCPA claim under 15 U.S.C. § 1692k(d), as Defendant's collection activity was directed to Plaintiff at his residence in Missouri. Plaintiff suffered the harms described herein in Missouri. Venue is proper in the County of St. Louis, Missouri for this reason.

PARTIES

4. Plaintiff is a natural person currently residing in Saint Louis, Missouri. Plaintiff is a “consumer” within the meaning of the FDCPA.

5. The alleged debt Plaintiff owes arises out of consumer, family, and household transactions. Specifically, the alleged debts arose from consumer purchases of goods and services Plaintiff made on his Comenity Capital Bank and Credit One Bank credit accounts.

6. Plaintiff has a bona-fide dispute of the debts. While Plaintiff did purchase consumer goods and services on her Comenity Capital Bank credit account, the balance alleged of \$483.14 is not accurate to the best of Plaintiff’s understanding as it overstates any amount that could be due or owing to Defendant. Similarly, the alleged balance of \$963.86 owed to Credit One Bank, is not accurate to the best of Plaintiff’s understanding as it overstates any amount that could be due or owing to Defendant.

7. Defendant Midland Credit Management, Inc. (“Defendant”) is a foreign corporation with its principal place of business located outside Missouri.

8. The principal business purpose of Defendant is the collection of debts nationwide; Defendant regularly attempts to collect debts alleged to be due to another entity.

9. Defendant is engaged in the collection of debts from consumers through means of using mail and telephone. Defendant is a “debt collector” as defined by the FDCPA. 15 U.S.C. §1692a(6).

FACTS

10. Defendant’s collection activity, of which Plaintiff disputes, occurred within the previous twelve (12) months.

11. On April 1, 2024, Plaintiff received two different emails from Defendant, stating the balances due of \$483.14 and \$963.86.

12. Plaintiff believed the balances stated on the April 1, 2024 emails to be suspicious for the reasons stated above.

13. In addition, Plaintiff hired counsel to advise him with respect to the debt that Defendant was trying to collect.

14. On April 15, 2024, Plaintiff called Defendant to advise Defendant that he had hired an attorney and that he is disputing the debts.

15. After Defendant verified Plaintiff's identity, it went on to tell Plaintiff that he had to pay the debt that same day. Specifically, Defendant told Plaintiff to set up payment over the phone immediately on April 15, 2024, a date well within Plaintiff's statutory dispute period.

16. This was a collection communication that overshadowed Plaintiff's dispute rights and caused him to believe that Defendant would not honor his right to dispute the debt or that he had no right to dispute the debt. Specifically, Defendant was refusing to acknowledge Plaintiff's right to dispute the debt by demanding payment on a date certain within Plaintiff's 30 day dispute period.

17. Further, Defendant told Plaintiff that he could potentially face litigation and garnishment on both of the debts. This was false. Specifically, the alleged debt owed to Comenity Bank was too small for litigation.

18. Upon information and belief, Defendant also lacked witnesses and evidence to support either debt in litigation as required in Missouri.

19. Now, Plaintiff provided Defendant with his attorney's information.

20. Defendant took down Plaintiff's counsel's contact information but refused to end the call.

21. Specifically, Defendant went on to tell Plaintiff that he had to pick one thing to dispute about the debt, and said that Plaintiff could not dispute the debt in its entirety- even though Plaintiff communicated that he did, in fact, dispute the debt in its entirety. This was false and an attempt to collect the debt directly from Plaintiff, and further overshadowed and was inconsistent with Plaintiff's dispute rights pursuant to Section 1692g.

22. Defendant told Plaintiff that "There is no such thing as everything, you have to be specific about your dispute."

23. Defendant continued the call for approximately six minutes after being told numerous times that Plaintiff was represented by an attorney and did not want to deal with Defendant. This in itself was an attempt to collect the debt directly from Plaintiff even though Defendant knew Plaintiff had counsel.

24. Defendant's above-described conduct has caused Plaintiff to incur actual damages including but not limited to attorneys' fees paid to his counsel, anxiety, frustration, and worry.

25. Further, Defendant's above-described conduct has caused Plaintiff to suffer the following additional injuries in fact:

a. Plaintiff has been deprived of his statutorily created right to truthful information about the debt, specifically about the amount of the debt, and his ability to dispute the debt.

b. Plaintiff was deprived of his statutory right to dispute the alleged debt.

COUNT I: VIOLATION OF THE FDCPA

26. Plaintiff re-alleges and incorporates by reference all of the above paragraphs.

27. In its attempts to collect the alleged debt from Plaintiff, Defendant has committed violations of the FDCPA, 15 U.S.C. § 1692 et seq., including, but not limited to, the following:

- a. Overshadowing Plaintiff's dispute rights. 15 U.S.C. § 1692g.
- b. Falsely representing the character, amount, or legal status of the alleged debts, specifically by collecting a balance that Plaintiff did not owe. 15 U.S.C. § 1692e
- c. Engaging in harassing, abusive, deceptive, misleading, unfair, and unconscionable conduct in the collection of a debt, including but not limited to falsely representing that Plaintiff could face litigation, judgment and garnishments. 15 U.S.C. § 1692d-f.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for:

- A. Judgment that Defendant's conduct violated the FDCPA;
- B. Actual damages in an amount to be determined by the jury;
- C. Statutory damages, costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692(k); and
- D. For such other relief as the Court may deem just and proper.

Respectfully submitted,

VOYTAS LAW, LLC

By: /s/ Richard A. Voytas, Jr.
Richard A. Voytas, Jr., #52046
Jacob C. Mohrmann, #75681
7321 S. Lindbergh Blvd, Ste. 400
St. Louis, MO 63125
Phone: (314) 380-3166
Email: rick@voytaslaw.com
jacob@voytaslaw.com

Attorneys for Plaintiff

24SL-CC02580

In the
CIRCUIT COURT
Of St. Louis County, Missouri



For File Stamp Only

TIMOTHY SNOW

Plaintiff/Petitioner

6/3/2024

Date

Case Number

vs.

MIDLAND CREDIT MANAGEMENT, INC.

Defendant/Respondent

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now PLAINTIFF, pursuant

Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of
 Harmon Legal Process Service, Rufus Harmon; PO Box 1794 Jefferson City, MO 65102-1794; 573-635-6690

Name of Process Server

Address

Telephone

Name of Process Server

Address or in the Alternative

Telephone

Name of Process Server

Address or in the Alternative

Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below
 named parties. This appointment as special process server does not include the authorization
 to carry a concealed weapon in the performance thereof.

SERVE:
 MIDLAND CREDIT MANAGEMENT, INC.

Name

R/A CSC-Lawyers Incorp. Service Co.

Address

221 Bolivar St., Jefferson City, MO 65101

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By /S/ Adam Dockery

Deputy Clerk

06/03/2024

Date

/s/ Richard A. Voytas, Jr.

Signature of Attorney/Plaintiff/Petitioner

52046

Bar No.

7321 S Lindbergh Blvd Ste 400B St. Louis Mo 63125

Address

3143803166

Phone No.

3143803166

Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site,
<https://stlcourtscourts.com/forms/associate-civil/request-process-server/>

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.