

STARN • O'TOOLE • MARCUS & FISHER
A Law Corporation

KUKUI CLAYDON (10378-0)
KARI NOBORIKAWA (11600-0)
733 Bishop Street, Suite 1900
Pacific Guardian Center, Makai Tower
Honolulu, Hawaii 96813
Telephone: (808) 537-6100
Email: kclaydon@starnlaw.com
knoborikawa@starnlaw.com

Attorneys for Defendant
BARCLAYS BANK DELAWARE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

JUSTIN EATON and ALEXIS
EATON,

Plaintiffs

v.

CAPITAL MANAGEMENT
SERVICES, L.P., and BARCLAYS
BANK DELAWARE,

Defendants.

Case No. _____

**DEFENDANT BARCLAYS BANK
DELAWARE'S NOTICE OF
REMOVAL PURSUANT TO 28
U.S.C. §§ 1331, 1332, AND 1446 –
FEDERAL QUESTION;
DECLARATION OF KUKUI
CLAYDON; EXHIBIT A;
CERTIFICATE OF SERVICE**

*Removal from the Fifth Circuit Court
for the State of Hawai'i, Civil No.
5CCV-23-0000081*

**DEFENDANT BARCLAYS BANK DELAWARE’S NOTICE OF
REMOVAL PURSUANT TO 28 U.S.C. §§ 1331, 1332, AND 1446 –
FEDERAL QUESTION STATEMENT**

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF HAWAII:**

PLEASE TAKE NOTICE that Defendant Barclays Bank Delaware (“**Barclays**”) hereby removes the action described below from the Fifth Circuit Court for the State of Hawai‘i (“**State Court**”) to the United States District Court for the District of Hawaii, pursuant to 28 U.S.C. §§ 1331, 1332, and 1446. As set forth more fully below, this case is properly removed to this Court pursuant to 28 U.S.C. § 1446 because Barclays has satisfied the procedural requirements for removal and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331. The only other defendant in this action – Capital Management Services, L.P. (“**CMS**”) – consents to this removal. In support of this Notice of Removal, Barclays states as follows:

**I. THIS COURT HAS SUBJECT MATTER JURISDICTION
PURSUANT TO 28 U.S.C. § 1331.**

United States district courts have federal question jurisdiction over “all civil actions arising under the Constitution, laws or treaties of the United States.” 28 U.S.C. § 1331. The general rule is that a case meets the “arising under” standard if it is apparent that federal law creates the plaintiff’s cause of action from the face of the complaint. See *Empire HealthChoice Assur., Inc. v. McVeigh*, 547 U.S. 677,

701 (2006); *Franchise Tax Bd. of State of Cal. v. Constr. Laborers Vacation Trust for So. Cal.*, 463 U.S. 1, 27-28 (1983).

On July 28, 2023, Plaintiffs Justin Eaton and Alexis Eaton (“**Plaintiffs**”) filed their State Court Complaint, entitled *Justin Eaton and Alexis Eaton v. Capital Management Services, L.P., et al.*, in the Fifth Circuit Court for the State of Hawai‘i, under Civil No. 5CCV-23-0000081. On August 9, 2023, Barclays was personally served with a copy of the Summons and Complaint. A true and correct copy of the Summons and Complaint is attached hereto as Exhibit A, as required by 28 U.S.C. § 1446(a).

In the Complaint, Plaintiffs allege, among other things, that CMS violated the Fair Debt Collection Practices Act (“**FDCPA**”), 15 U.S.C. §§ 1692, *et seq.* by allegedly refusing to honor a settlement agreement reached in connection with Plaintiffs’ Barclays debt. See Exhibit A, Complaint, ¶¶ 66-75.

Because this action arises under federal law (the FDCPA), which can be ascertained from the face of Plaintiffs’ Complaint, this Court has original jurisdiction pursuant to 28 U.S.C. § 1331. Accordingly, this action may be removed to this Court pursuant to 28 U.S.C. § 1446.

II. REMOVAL IS ADDITIONALLY PROPER BECAUSE THE COURT ALSO HAS DIVERSITY JURISDICTION.

Under 28 U.S.C. § 1332, the “district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000,

exclusive of interest and costs, and is between... citizens of different states.” 28 U.S.C. § 1331(a)(1). Section 1441 further provides that a “civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought.” 28 U.S.C. § 1441(b)(2).

According to the Complaint, Plaintiffs are citizens of the State of Hawai‘i. Exh. A, Compl. ¶ 5. The Complaint names two Defendants: Barclays (a Delaware Corporation with its principal place of business located in Delaware) and CMS (a Delaware Corporation with its principal place of business located in Delaware). Exh. A, Compl. ¶¶ 6-7. No defendant is a citizen of the State of Hawai‘i, the state where the action is brought.

Plaintiffs seek an unspecified amount for statutory damages, actual damages, the costs of litigation, and attorneys’ fees. Although the amount of damages that are sought are not specified by Plaintiffs in the Complaint, it is reasonable to assume that the demand of actual damages, for two Plaintiffs, which is inclusive of any emotional distress claim, will exceed up to \$50,000 per Plaintiff. It is also reasonable to assume that attorney’s fees for litigating a matter through summary judgment is likely to exceed \$75,000.

The Court therefore also has diversity jurisdiction over this case because the amount in controversy exceeds \$75,000, it is between citizens of different states, and no defendant is a citizen of Hawai‘i, the state in which the case was brought.

III. THE COURT HAS SUPPLEMENTAL JURISDICTION OVER PLAINTIFFS’ STATE-LAW CLAIMS.

In Count One, Plaintiffs seek damages for alleged unfair or deceptive acts or practices, pursuant to Haw. Rev. Stat. §480-2 (“UDAP”). Exh. A, Compl. ¶¶ 37-52. Plaintiffs also seek damages for alleged “fraudulent, deceptive, or misleading representations” in violation of H.R.S. §443B-18. Exh. A, Compl. ¶¶ 53-65.

These claims are integrally related to Plaintiffs’ federal claims, and thus, form a part of the same case or controversy. Therefore, this Court has supplemental jurisdiction over Plaintiffs’ state-law claims pursuant to 28 U.S.C. § 1367.

Given that the requirements for both diversity and federal-question jurisdiction are satisfied, this case is properly removed.

IV. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED.

On August 9, 2023, Barclays was personally served with a copy of the Summons and Complaint. See Exhibit A. Thus, in accordance with 28 U.S.C. § 1446(b), Barclays filed this removal action within 30 days of receipt of the Complaint. The removal is, therefore, timely.

The Fifth Circuit Court for the State of Hawai‘i is located within the United States District Court for the District of Hawaii. See 28 U.S.C. § 84(c)(1). Thus, venue is proper in this Court because it is the “district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a); Civ. LR 3-2.

The only other defendant in this action – CMS – consents to this removal.

In compliance with 28 U.S.C. §1446(d), Barclays will serve on Plaintiffs, through counsel, and file with the Clerk of the Fifth Circuit Court, a written notice of the filing of this Notice of Removal, with a copy of this Notice of Removal attached to the notice.

No previous application has been made for the relief requested herein.

WHEREFORE, Barclays respectfully removes this action from the Fifth Circuit Court for the State of Hawai‘i to this Court pursuant to 28 U.S.C. §§ 1331, 1332, and 1446.

DATED: Honolulu, Hawai‘i, September 8, 2023.

/s/ Kukui Claydon

KUKUI CLAYDON

KARI NOBORIKAWA

Attorneys for Defendant

BARCLAYS BANK DELAWARE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

JUSTIN EATON and ALEXIS
EATON,

Plaintiffs

v.

CAPITAL MANAGEMENT
SERVICES, L.P., and BARCLAYS
BANK DELAWARE,

Defendants.

Case No. _____

**DECLARATION OF KUKUI
CLAYDON; EXHIBIT A**

DECLARATION OF KUKUI CLAYDON

I, KUKUI CLAYDON, declare under penalty of law that the following is true and correct:

1. I am competent to make this declaration, and do so based upon personal knowledge, unless otherwise stated as upon information and belief.
2. I am a Director at Starn O’Toole Marcus & Fisher representing Defendant Barclays Bank Delaware (“**Barclays**”) in the above-entitled action.
3. All named Defendants consent to and seek removal of this action.
4. Attached to this Notice of Removal as Exhibit “A” is a true and correct copy of the Complaint for Damages Declaratory and Injunctive Relief; Exhibits A-D; Demand for Jury Trial, Verification of Complaint, and Summons that were received by Barclays on or about August 10, 2023.

5. Upon information and belief, Exhibit “A” constitutes all process, pleadings, and orders that have been served on Barclays in this action to date.

DATED: Honolulu, Hawai‘i, September 8, 2023.

/s/ Kukui Claydon

KUKUI CLAYDON

EXHIBIT A

JUSTIN A. BRACKETT (HI Bar No. 9954)
515 Ward Avenue
Honolulu, HI 96814
Telephone: (808) 377-6778
Email: justinbrackettlaw@gmail.com

Attorney for Plaintiffs
Justin Eaton and Alexis Eaton

Electronically Filed
FIFTH CIRCUIT
5CCV-23-000081
28-JUL-2023
10:12 AM
Dkt. 1 CMPS

**IN THE CIRCUIT COURT FOR THE FIFTH CIRCUIT
STATE OF HAWAII**

JUSTIN EATON AND ALEXIS EATON,

Plaintiffs,

v.

CAPITAL MANAGEMENT SERVICES,
L.P. and BARCLAYS BANK DELAWARE,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES
DECLARATORY AND INJUNCTIVE
RELIEF, EXHIBITS A – D, DEMAND FOR
JURY TRIAL, VERIFICATIONS OF
COMPLAINT, and SUMMONS

COMPLAINT

INTRODUCTION

1. Jurisdiction of this Court arises under H.R.S. § 480.
2. This is an action for damages against Defendants for unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Hawai‘i Revised Statutes. Defendants offered a settlement to Plaintiffs, but then failed to keep their promise...reneging on their agreement despite Plaintiffs’ performance, causing Plaintiffs damages.

EXHIBIT A

3. This action also arises out of Defendant Capital Management Service’s violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”), in their illegal efforts to collect a consumer debt.

4. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

PARTIES

5. Plaintiffs Alexis Eaton and Justin Eaton (hereinafter “Plaintiffs”) reside in the State of Hawaii, are each a “Debtor” pursuant to Haw. Rev. Stat. § 443B-1, and are each a “consumer” under 15 U.S.C. § 1692a(3).

6. Defendant Barclays Bank Delaware (hereinafter “Barclays”) is a for-profit entity incorporated in the state of Delaware. Defendant Barclays’ corporate address is at 125 S. West Street, Wilmington, Delaware 19801. Defendant Barclays can be served through its registered agent: Corporate Service Company, at 251 Little Falls Drive, Wilmington, Delaware 19808.

7. Defendant Capital Management Services, L.P. (hereinafter “CMS”) is a “debt collector” as defined by Haw. Rev. Stat. § 443B-1 and 15 U.S.C. § 1692a(6), and a foreign limited partnership organized in the state of Delaware. Defendant CMS can be served through its registered agent, Steven Guttman, at 220 S. King Street, Floor 19, Honolulu, Hawaii 96813.

8. Other defendants may be discovered in the course of the litigation, and Plaintiff respectfully prays that the Court will permit the addition of later discovered parties upon motion.

FACTUAL ALLEGATIONS

9. Defendants have alleged that Plaintiffs incurred an obligation to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family or household purposes. This account

is therefore a “debt” as that term is defined by Haw. Rev. Stat. § 443B-1 and 15 U.S.C. § 1692a(5). More specifically, this debt was a credit card originally owed to, or serviced by Defendant Barclays.

10. Defendants use mail and telephone in their businesses.

11. The primary purpose of Defendant CMS’s business is the collection of debts.

12. Acts of an agent, here Defendant CMS, are binding upon its principal, here Defendant Barclays.

Defendants Offer Settlement

13. Defendant Barclays hired Defendant CMS to collect the account from Plaintiffs.

14. In early February 2023 Plaintiffs received a call from Defendant CMS offering to settle Plaintiffs’ Barclays account ending in 0033 for 35% of the balance owed.

15. On February 13, 2023, Defendant CMS acknowledged the settlement between Plaintiffs and Barclays of the account ending in 0033 by letter. Exhibit A.

16. Defendant CMS asserted “Capital Management Service, L.P. has been engaged by Barclays Bank Delaware, and is authorized to accept less than the full balance on the above mentioned account.” *Id.*

17. Defendant CMS acknowledged the Balance of \$11,373.69 owed on Plaintiffs’ Barclay’s card and then stated: The settlement offer shall be in the total amount of \$3980.80, the final payment due on 04/18/2023.” *Id.*

18. The settlement letter identifies Plaintiffs’ account number ending in 0033 and its reference number as 110092774. *Id.*

19. The settlement letter provided that Plaintiffs pay the settlement in installments, as follows:

- a. \$3,000.00, due by 3/17/2023;
- b. \$490.40, due by 3/17/2023; and
- c. \$490.40, due by 4/18/2023.

Id.

20. Plaintiffs relied on Defendants' statements and submitted payments to Defendant CMS in compliance with the settlement.

21. To alleviate their hardship, Plaintiffs diligently made their payments, fulfilling their obligations under the settlement letter.

22. Plaintiffs made the first two payments in a total of \$3,490.40 on or before March 17, 2023. *Id.*

23. CMS called Plaintiffs to remind them of making the final payment on the morning of April 14, 2023.

24. Plaintiffs then called Defendant CMS back to make the final payment on April 14, 2023, but Defendant CMS refused to accept the payment by phone.

25. Plaintiffs then mailed the final remaining payment of \$490.40 via certified mail on April 14, 2023, completing the terms of the settlement offered by Defendants. See Exhibits B and C.

26. Plaintiffs paid \$4.78 in postage to mail the final payment via certified mail on April 14, 2023. Exhibit C.

Defendants Unfairly and/or Deceptively Reneg on the Settlement

27. On April 20, 2023, Defendants reneged on the settlement when Defendant CMS sent Plaintiffs a letter returning the last payment and stating that it no longer handles Plaintiffs' account. See Exhibit D.

28. Defendants wrote “VOID” on the check Plaintiffs had mailed them. See Exhibit B.
29. The April 20, 2023 letter acknowledges Defendant CMS received Plaintiffs’ final payment.
30. The April 20, 2023 letter acknowledges that Defendants were not complying with the settlement that they negotiated and Plaintiffs had honored.
31. Identifying Barclays as the culprit on unfairly withdrawing the account from the settlement agreement, the April 20, 2023 letter states: “Please be advised that Capital Management Services is no longer handling this account. Please call Barclaycard at 1-866-408-4070 for more information.” *Id.*
32. The April 20, 2023 letter identified the account number ending in 0033 and the same reference number 110092774. *Id.*
33. The April 20, 2023 letter also confirmed the last four digits of 2400 as the payment’s check number. *Id.*
34. The April 20, 2023 letter identified Defendant Barclays as the current creditor. *Id.*
35. The April 20, 2023 letter states: “This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.” *Id.*
36. Defendants then commenced attempts to collect the entire account balance despite Plaintiffs’ honoring their settlement.

CAUSES OF ACTION

***COUNT ONE: VIOLATIONS OF THE HAWAII REVISIED STATUTES:
UNFAIR OR DECEPTIVE ACTS OR PRACTICES***

37. Plaintiffs incorporate the above paragraphs.

38. A consumer may bring an action based upon unfair or deceptive acts or practices. Haw. Rev. Stat. §480-2.

39. Plaintiffs, consumers, bring this action based upon Defendants' unfair or deceptive acts or practices.

40. Defendants offered a settlement and Plaintiffs accepted the settlement offered by Defendants. See Exhibits.

41. There was an offer by Defendants, an acceptance by Plaintiffs, and consideration paid, thus a contract was created.

42. The contract was honored by Plaintiffs.

43. Plaintiffs performed their obligations under the settlement agreement. *Id.*

44. An act or practice is "deceptive" if it is a material representation, omission, or practice that is likely to mislead consumers acting reasonably under the circumstances.

45. Plaintiffs need not show that defendants intended to deceive plaintiffs or that plaintiffs was/were actually deceived. It is sufficient if the representation, omission, or practice was likely to deceive.

46. An act or practice is "unfair" if it offends established public policy and is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.

47. A representation, omission, or practice is "material" if it involves information that is important to consumers and is likely to affect their choice of, or conduct regarding, a product, service, or investment.

48. Defendants deceived Plaintiffs by offering to settle the account for 35% of the balance owed, but then reneging on the deal when they realized Plaintiffs were complying.

49. Defendants unfair and/or deceptive acts of offering a settlement, but then

attempting to collect the full account balance as if there had never been a settlement agreement, have damaged Plaintiffs.

50. Defendants have erroneously made negative reports on Plaintiffs' credit as a result of their conduct.

51. Defendants are now attempting to collect amounts from Plaintiffs which they agreed were no longer owed in their settlement documents.

52. Plaintiffs have incurred actual damages because of Defendants' acts and practices.

**SECOND VIOLATION OF THE HAWAII REVISED STATUTES:
FALSE OR MISLEADING REPRESENTATIONS**

53. Plaintiffs incorporate the above paragraphs.

54. H.R.S. §443B-18, titled "Fraudulent, deceptive, or misleading representations" provides: "No collection agency shall use any fraudulent, deceptive, or misleading representation or means to collect, or attempt to collect, claims or to obtain information concerning a debtor or alleged debtor."

55. Defendants entered into an agreement with Plaintiffs. Exhibit A.

56. Per the conditions of the settlement, Defendant CMS was authorized to accept settlement payment on behalf of Defendant Barclays. *Id.*

57. Despite Plaintiffs honoring the terms of the settlement, Defendant CMS sent the final payment back to Plaintiffs and claimed it was "no longer handling this account." Exhibit D.

58. By offering a settlement, accepting two of the three payments, and then refusing to accept Plaintiffs' last payment, Defendant CMS made one or more false representations or implications of the character, extent, or amount of money Plaintiffs owe.

59. Defendant CMS violated H.R.S. §443B-18 when it used a fraudulent, deceptive, or misleading representation or means to collect from Plaintiffs.

60. Defendant CMS deceived and/or mislead Plaintiffs into paying its settlement before it pulled the rug out from under them and claimed the full balance was still owed.

61. The acts of Defendant CMS also constitute a violation of Haw. Rev. Stat. § 443B-18(5) whereas it did not honor the settlement it offered and then made a false representation or implication of the character, extent, or amount of a claim against the alleged debtors.

62. Defendant CMS mislead Plaintiffs by offering a settlement it did not honor.

63. Defendant CMS deceptively refused Plaintiffs' final settlement payment.

64. Defendant CMS deceptively referred the account back to Barclays instead of honoring the settlement it had offered.

65. By attempting to collect amounts through false and deceptive communications, Defendants have deceived and/or misled Plaintiffs as to the amount owed.

***COUNT TWO: VIOLATIONS OF
THE FAIR DEBT COLLECTION PRACTICES ACT***

**FIRST VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT:
FALSE OR MISLEADING REPRESENTATIONS**

66. Plaintiffs incorporate the above paragraphs.

67. The acts of Defendant CMS constitute violations of the Fair Debt Collection Practices Act. Defendant CMS's violations of the FDCPA include, but are not limited to, the use of any false, deceptive, or misleading representations or means in connection with the collection of any debt, which is a violation of 15 U.S.C. § 1692e.

68. Defendant CMS deceived Plaintiffs by offering a settlement and then not honoring it.

69. By accepting a settlement of the account and then referring the account back to

the original creditor as if the entire balance was still owed, Defendant CMS has engaged in false, deceptive, or misleading representations or means in connection with the collection of this debt.

70. Defendant CMS accepted payments from Plaintiffs under the auspice that the account was settled, but then refused to honor the settlement at the last minute. Such conduct is the use of a false, misleading and deceptive representation or means to collect, or attempt to collect, a debt, and is a violation of 15 U.S.C. §§ 1692e and 1692e(10).

71. The communications by Defendant CMS were collection communications in violation of numerous and multiple provisions of the FDCPA including, but not limited to, 15 U.S.C. §§ 1692e, 1692e(2), and 1692e(10), amongst others.

**SECOND VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT:
FALSE OR MISLEADING REPRESENTATIONS**

72. Plaintiffs incorporate the above paragraphs.

73. Defendant CMS's violations of the FDCPA also include, but are not limited to, the use of false, deceptive, or misleading representations in connection with the character, amount, or legal status of the alleged debt, which is a violation of 15 U.S.C. §1692e(2).

74. Defendant CMS made false, deceptive, or misleading representations in connection with the character, amount, or legal status of the alleged debt by offering a settlement and then not honoring that offer after Plaintiffs had accepted the offer and performed.

75. Defendant CMS's misleading representations or means in connection with collection of the debt or in an attempt to collect the debt are a violation of 15 U.S.C. §§ 1692e and 1692e(10), and are an unfair means to collect or attempt to collect the alleged debt in violation of 15 U.S.C. § 1692f.

TRIAL BY JURY

76. Plaintiffs are entitled to and hereby respectfully demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that judgment be entered against Defendants and in favor of the Plaintiffs as follows:

- a) Declaratory judgment that Defendants violated Plaintiffs' rights under the Hawai'i Revised Statutes;
- b) That Plaintiffs be awarded actual damages pursuant to Haw. Rev. Stat. § 480-13 in an amount to be determined by a jury at trial;
- c) That Plaintiffs be awarded statutory damages pursuant to Haw. Rev. Stat. § 480-13;
- d) That Plaintiffs be awarded the costs of litigation including a reasonable attorney fee pursuant to Haw. Rev. Stat. § 480-13;
- e) Declaratory judgment that Defendant CMS violated Plaintiffs' rights under the Fair Debt Collection Practices Act;
- f) That Plaintiffs be awarded actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against Defendant CMS in an amount to be determined at a trial by a jury;
- g) That Plaintiffs be awarded statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2);
- h) That Plaintiffs be awarded the costs of litigation, including a reasonable attorney fee, pursuant to 15 U.S.C. § 1692k(a)(3);
- i) That the Court declare all defenses raised by Defendants to be insufficient; and
- j) Such other and further relief, including injunctive relief as may be necessary to effectuate the Court's judgment, or as the Court otherwise deems just and equitable.

Respectfully submitted this the 28th day of July, 2023.

/s/ Justin A. Brackett
Justin A. Brackett, #9954
Attorney for Plaintiffs
515 Ward Avenue
Honolulu, HI 96814
(808) 377-6778
justinbrackettlaw@gmail.com

VERIFICATION OF COMPLAINT AND CERTIFICATION

STATE OF HAWAII)
COUNTY OF HONOLULU)

Pursuant to Rule 7(g) of the Rules of the Circuit Courts of the State of Hawaii, Plaintiff, Justin Eaton, verifies, certifies, and declares as follows:

1. I am one of the Plaintiffs in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorney and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.
6. Each and every exhibit I have provided to my attorney which has been attached to this Complaint is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified, or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.

I declare under penalty of law that the foregoing is true and correct.

Executed on: 7/14/23

By: 
JUSTIN EATON

VERIFICATION OF COMPLAINT AND CERTIFICATION

STATE OF HAWAII)
COUNTY OF HONOLULU)

Pursuant to Rule 7(g) of the Rules of the Circuit Courts of the State of Hawaii, Plaintiff, Alexis Eaton, verifies, certifies, and declares as follows:

1. I am one of the Plaintiffs in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorney and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.
6. Each and every exhibit I have provided to my attorney which has been attached to this Complaint is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified, or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.

I declare under penalty of law that the foregoing is true and correct.

Executed on: 7/14/23

By: 
ALEXIS EATON

**IN THE CIRCUIT COURT OF THE FIFTH CIRCUIT
STATE OF HAWAII**

JUSTIN EATON and ALEXIS EATON,

Plaintiffs,

v.

CAPITAL MANAGEMENT SERVICES,
L.P., and BARCLAYS BANK
DELAWARE,

Defendants.

CIVIL NO.
(Other Civil Action)

SUMMONS

SUMMONS

STATE OF HAWAII:

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the court and serve upon Plaintiff's attorney an answer to the Complaint, which is herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the day of service to the following address:

Justin A. Brackett, Attorney At Law
515 Ward Avenue
Honolulu, Hawaii, 96814

If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the above-entitled court permits, in writing on this summons, personal delivery during those hours.

A failure to obey this summons may result in an entry of default and default judgment against the disobeying person or party.

DATED: Lihue, Hawaii, _____.

CLERK OF THE ABOVE-ENTITLED COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

JUSTIN EATON and ALEXIS
EATON,

Plaintiffs

v.

CAPITAL MANAGEMENT
SERVICES, L.P., and BARCLAYS
BANK DELAWARE,

Defendants.

Case No. _____

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date executed below, a true and correct copy of the foregoing was duly served upon the following parties at their last known address, in the matter indicated below:

	PACER/ EMAIL	U.S. MAIL	HAND DELIVERY
JUSTIN A. BRACKETT, ESQ. 515 Ward Ave. Honolulu, HI 96814 justinbrackettlaw@gmail.com Attorneys for Plaintiffs	X		
Capital Management Services, L.P. c/o Steven Guttman, its registered agent 220 S. King Street, Floor 19 Honolulu, Hawaii 96813		X	

DATED: Honolulu, Hawai‘i, September 8, 2023.

/s/ Kukui Claydon

KUKUI CLAYDON

KARI NOBORIKAWA

Attorneys for Defendant

BARCLAYS BANK DELAWARE