

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

ROBERT AKER and LETICIA WOODS	)	Case No.: 17-cv-1300
Individually and on Behalf of All Others Similarly	)	<b>CLASS ACTION COMPLAINT</b>
Situated,	)	
	)	
Plaintiff,	)	
	)	<b>Jury Trial Demanded</b>
vs.	)	
	)	
GURSTEL LAW FIRM, P.C.,	)	
	)	
Defendant.	)	

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**INTRODUCTION**

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”), and the Wisconsin Consumer Act, ch. 421-427, Wis. Stats. (the “WCA”).

**JURISDICTION AND VENUE**

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331, 1337, and 1367. Venue in this District is proper in that Defendant directed its collection efforts into the District.

**PARTIES**

3. Plaintiff Letitica Woods is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff Robert Aker is an individual who resides in the Eastern District of Wisconsin (Kenosha County).

5. Each plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from her a debt allegedly incurred for personal, family or household purposes.

6. Each plaintiff is also a "customer" as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that each plaintiff allegedly engaged in consumer transactions, resulting in the alleged debts at issue in this case.

7. Defendant Gurstel Law Firm, P.C. ("Gurstel") is a law firm with its principal place of business located at 6681 Country Club Dr., Golden Valley, MN 55427.

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

9. Gurstel is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. Gurstel is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

### **FACTS**

10. On or about May 11, 2017, Defendant mailed a debt collection letter to Plaintiff Aker regarding an alleged debt owed to "Cavalry SPV I, LLC." A copy of this letter is attached to this Complaint as Exhibit A.

11. On or about June 22, 2017, Defendant mailed a debt collection letter to Plaintiff Aker regarding an alleged debt owed to "Cavalry SPV I, LLC." A copy of this letter is attached to this complaint as Exhibit B.

12. On or about June 22, 2017, Defendant also mailed an earnings garnishment notice to the payroll department of Plaintiff Aker's employer, Amazon.com, regarding an alleged debt allegedly owed to "Cavalry SPV I, LLC." A copy of this letter is attached to this complaint as Exhibit C.

13. Upon information and belief, Defendant also mailed Plaintiff Aker an earnings garnishment notice, including a copy of the Earnings Garnishment and Earnings Garnishment Exemption Notice that was substantially similar to Exhibit C in content and form.

14. Exhibit A informed Plaintiff Aker that a judgment had been entered against him in the matter of Kenosha County Court Case No. 17-sc-351.

15. Exhibit A contains the following text:

Please be advised that judgment was entered against you on May 4, 2017 in the amount of \$1,075.76.

16. Exhibit B was a wage garnishment notice for the alleged debt that was reduced to judgment in the matter of Kenosha County Circuit Court Case No. 17-sc-351.

17. Exhibit B contained a copy of the Earnings Garnishment - Exemption Notice, which provided information as to the amount allegedly owed, including a tabulated breakdown of amounts by unpaid balance on judgment, unpaid post judgment interest, the estimated costs of the garnishment, and the total amount owed by the debtor.

18. The tabulated breakdown in Exhibit B was as follows:

The total amount of the creditor's claim is as follows:

County of Judgment	Case Number	Date of Judgment
KENOSHA	17-SC-351	May 4, 2017
Unpaid balance on judgment		\$1,080.76
Unpaid post judgment interest		\$.00
Estimated costs of this earnings garnishment		\$107.50
<b>Total amount owed by the debtor</b>		<b>\$1,188.26</b>

19. Exhibit C also contained a copy of the Earnings Garnishment, which provided information as to the amount allegedly owed, including a tabulated breakdown of amounts by unpaid balance on judgment, unpaid post judgment interest, the estimated costs of the garnishment, and the total amount owed by the debtor.

20. The tabulated breakdown in Exhibit C was as follows:

The creditor has been awarded a court judgment that has not been paid. As a result, the creditor claims that the amount owed by the debtor is as follows:

Unpaid balance on judgment	\$1,095.76
Unpaid post judgment interest	\$ .00
Estimated costs of this earnings garnishment	\$107.50
<b>Total amount owed by the debtor</b>	<b>\$1,203.26</b>

21. A CCAP search on Aug. 2, 2017 shows that the judgment in Kenosha County Circuit Court Case No. 17-sc-351 was \$1,075.76.

22. Exhibit B also contains the following text:

Please be advised that the total amount owed may not reflect recent payments and may be different than what the order shows.

23. Exhibit C also contains the following text:

**Please be advised that the total amount owed may not reflect recent payments and may be different than what the order shows.**

24. Upon information and belief, Exhibits A, B, and C are form letters, generated by computer, and with the information specific to Plaintiff Aker inserted by computer.

25. Upon information and belief, Exhibits A, B, and C are form debt collection letters used by Defendant to attempt to collect alleged debts.

26. The unsophisticated consumer would be confused and misled as to the amount actually owed on the judgment in Kenosha County Circuit Court Case No. 17-sc-351.

27. Exhibit B, sent on June 22, 2017, states that the "Unpaid balance on judgment [is] \$1,080.76" and the "[t]otal amount owed by the debtor [is] \$1,188.26."

28. Exhibit C, also sent on June 22, 2017, states that the "Unpaid balance on judgment [is] \$1095.76" and the "[t]otal amount owed by the debtor [is] \$1,203.76."

29. Looking at the letters together, it is impossible to determine how much the debtor actually owes.

30. Moreover, any additional costs incurred as a result of garnishment would not increase the "unpaid balance on judgment."

31. Exhibits B and C misrepresent the actual amount and character of the debt.

32. Such misrepresentations are material because they mislead the unsophisticated consumer about the amount and character of the debt. 15 U.S.C. § 1692e(2)(a).

33. Looking at the letters together, the unsophisticated consumer would be baffled as to whether a payment of the total balance in either of the letters would actually pay off the alleged debt.

34. Moreover, because the garnishment notice provides a statement of the "total amount owed" but this amount is qualified by statements that "the total amount owed may not reflect recent payments and may be different than what the order shows," it also fails to state the amount of the debt in a non-confusing manner.

35. The unsophisticated consumer could not determine from Exhibits A, B, and C what the total amount owed or the balance of the judgment on the dates of the letters actually was.

36. Moreover, Exhibits B and C expressly state that the varying amounts may reflect an incorrect belief on Gurstel's or the creditor's part that Plaintiff Aker made a payment. Under Wisconsin law, a payment restarts the statute of limitations. *Liberty Credit Servs. v. Quinn*, 276 Wis. 2d 826, 688 N.W.2d 768 (Ct. App. 2004) ("A partial payment on the contractual obligation made before the statute of limitations has run tolls the statute and sets it running from the date of payment.").

37. On or about September 26, 2016, Defendant mailed a debt collection letter to Plaintiff Woods regarding an alleged debt owed to "Reviver Financial, LLC" ("Reviver"). A copy of this letter is attached to this Complaint as Exhibit D.

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

39. Upon information and belief, Exhibit D is a form debt collection letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

40. Upon information and belief, Exhibit D was the first debt collection letter Defendant mailed to Plaintiff Woods.

41. Exhibit D contains the statutorily required validation notice, advising Plaintiff Woods of her rights to dispute the debt:

NOTICE: Unless you notify this firm within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this firm will assume this debt is valid. If you notify this firm in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this firm will obtain verification of the debt or a copy of a judgment and mail you a copy of such verification or judgment. Upon a written request from you within the same 30 day period this firm will provide you with the name and address of the original creditor, if different from the current creditor.

42. Exhibit D contains the following:

RE: Current Creditor: Reviver Financial, LLC  
Original Creditor: Cash Net - II also RISE  
Account Number: \*\*\*\*5741 (separate issue)  
Current Balance: \$914.00  
Our file: ■6582

43. Exhibit D also contains the following:

This firm has been retained to represent Reviver Financial, LLC in collecting the above-referenced account. Our client informs us, as of the date of this letter, you owe \$914.00. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

44. On or about May 25, 2017, National Credit Adjusters mailed a debt collection letter to Plaintiff Woods regarding an alleged debt with original creditor "CashNet" and with an account number ending in 5741. A copy of this letter is attached to this complaint as Exhibit E.

45. Upon information and belief, Exhibit E was a debt collection letter, collecting on the same account as Exhibit D.

46. Exhibit E contains the following:

Original Creditor:	CashNet
Account Number:	██████████5741
Current Balance:	\$914.00
NCA Reference Number	██████████3667

47. Exhibit E states that, as of May 25, 2016, Plaintiff Woods owed a balance of \$914.00 on her account with the last four digits 5741, with the original creditor "Cash Net."

48. On or about June 13, 2017, National Credit Adjusters mailed a debt collection letter to Plaintiff Woods regarding an alleged debt with original creditor "CashNet" and with an account number ending in 5741. A copy of this letter is attached to this complaint as Exhibit F.

49. Upon information and belief, Exhibit F was a debt collection letter, collecting on the same account as Exhibits D and E.

50. Exhibit F contains the following:

Original Creditor:	CashNet
Account Number:	██████████5741
Current Balance:	\$914.00
NCA Reference Number	██████████3667

51. Exhibit D states that, as of September 26, 2016, Plaintiff Woods owed a balance of \$914.00 on her Reviver account with the last four digits 5741, with the original creditor "Cash Net - II," but that "[b]ecause of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater."

52. Exhibit D informs the unsophisticated consumer that the alleged balance Plaintiff Woods allegedly owed on September 26, 2016 was subject to increase because of "interest, late charges, and other charges that may vary from day to day."

53. Exhibit D also implies to the unsophisticated consumer that a portion of the alleged balance Plaintiff Woods allegedly owed on September 26, 2016 was the result of "interest, late fees, and other charges that may vary from day to day" that had been imposed by the current creditor, Reviver.

54. Exhibit E, mailed to Plaintiff Woods on May 25, 2017, seven months after Exhibit D stated that the balance of Plaintiff Woods' account was \$914.00, states that the balance of the same account was still \$914.00.

55. Exhibit F, mailed to Plaintiff Woods on June 13, 2017, more than seven months after Exhibit D stated that the balance of Plaintiff Woods' account was \$914.00, states that the balance of the same account was still \$914.00.

56. The account Plaintiff Woods allegedly owed was not subject to increase because of interest, late fees, and other charges that may vary from day to day.

57. No portion of the account Plaintiff Woods allegedly owed was the result of "interest, late fees, and other charges that may vary from day to day" that had been imposed by the current creditor.

58. 15 U.S.C. § 1692e generally prohibits a debt collector from using "any false, deceptive, or misleading representation or means in connection with the collection of any debt.

59. 15 U.S.C. § 1692e(2)(a) specifically prohibits "the false representation of the character, amount, or legal status of any debt."



60. 15 U.S.C. § 1692f generally prohibits a debt collection from using "unfair or unconscionable means to collect or attempt to collect any debt."

61. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

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

(1) the amount of the debt;

62. The Seventh Circuit has held that a debt collector must state the amount of the debt without "obscur[ing] it by adding confusing other information (or misinformation)." *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 2000 U.S. App. LEXIS 12178 (7th Cir. Ill. 2000); *Marshall-Mosby v. Corporate Receivables, Inc.*, 205 F.3d 323, 326 (7th Cir. 2000); *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997).

63. The statement of a debt balance, along with a qualifying statement that this statement does not actually reflect the debt balance on the day the letter is sent obscures the amount of the debt. *Miller*, 214 F.3d at 875 (statement of the debt must "state the total amount due . . . on the date the dunning letter was sent.").

### **COUNT I – FDCPA**

64. Count I is brought on behalf of Plaintiff Aker.

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

66. Exhibits A, B, and C are misleading and confusing to the unsophisticated consumer, in that the balances stated for the debts and amounts of judgment are different, despite the fact that no payments were made and Exhibits B and C were sent on the same day.

67. The unsophisticated consumer would have no idea what the actual balance was, or whether Defendant or the creditor was attempting to toll and restart the statute of limitations with a sham record of a payment by Plaintiff.

68. Exhibits B and C would mislead the unsophisticated consumer to believe that portions of the alleged debt that were being imposed as collection costs had been reduced to judgment when they had not.

69. Defendant misrepresented the amount of the debt, in violation of 15 U.S.C. § 1692e(2)(a) and, with respect to the initial letter for each alleged debt, 15 U.S.C. § 1692g.

70. Defendant's letters are confusing to the unsophisticated consumer, in violation of 15 U.S.C. §§ 1692e, 1692e(2)(a) and 1692g(a)(1).

#### **COUNT II – FDCPA**

71. Count II is brought on behalf of Plaintiff Woods.

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

73. Exhibit D is misleading and confusing to the unsophisticated consumer, in that Exhibit D misleads the consumer to believe that the balance is subject to increase as a result of "interest, late fees, and other charges."

74. Exhibit D is also misleading and confusing to the unsophisticated consumer, in that Exhibit D misleads the consumer to believe that the balance comprises "interest, late fees, and other charges" that have been imposed by the current creditor.

75. The unsophisticated consumer would believe that she should pay the balance as soon as possible to avoid the addition of interest, late fees, and other charges.

76. Defendant misrepresented the amount of the debt, in violation of 15 U.S.C. § 1692e(2)(a).

77. Defendant's letters are confusing to the unsophisticated consumer and imply that the debtor's balance will increase when it will not, in violation of 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692f, and 1692g(a)(1).

### **COUNT III – WCA**

78. Count III is brought on behalf of Plaintiff Aker.

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

80. Exhibits A, B, and C are misleading and confusing to the unsophisticated consumer, in that the balances stated for the debts and amounts of judgment are different, despite the fact that no payments were made and Exhibits B and C were sent on the same day.

81. The unsophisticated consumer would have no idea what the actual balance was, or whether Defendant or the creditor was attempting to toll and restart the statute of limitations with a sham record of a payment by Plaintiff.

82. Exhibits B and C would mislead the unsophisticated consumer to believe that portions of the alleged debt that were being imposed as collection costs had been reduced to judgment when they had not.

83. Defendant misrepresented the amount of the debt and sent Plaintiff Aker two letters on the same day stating Plaintiff Aker owed two different balances, which is conduct or communication that can reasonably be expected to harass a customer.

84. Defendant violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

### **COUNT IV – WCA**

85. Count IV is brought on behalf of Plaintiff Woods.

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

87. Exhibit D is misleading and confusing to the unsophisticated consumer, in that Exhibit D misleads the consumer to believe that the balance is subject to increase as a result of "interest, late fees, and other charges."

88. Exhibit D is also misleading and confusing to the unsophisticated consumer, in that Exhibit D misleads the consumer to believe that the balance comprises "interest, late fees, and other charges" that have been imposed by the current creditor.

89. The unsophisticated consumer would believe that she should pay the balance as soon as possible to avoid the addition of interest, late fees, and other charges.

90. Defendant misrepresented the amount of the debt and sent Plaintiff Woods a letter that falsely claimed the right to collect "interest, late fees, and other charges" from Plaintiff Woods.

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

### **CLASS ALLEGATIONS**

92. Plaintiffs bring this action on behalf of two Classes.

93. Class I ("Earnings Garnishment Class") consists of (a) all natural persons in the State of Wisconsin (b) who were sent collection letters in the form represented by Exhibits A, B, and C, (c) seeking to collect a debt for personal, family or household purposes, (d) between September 26, 2016 and September 26, 2017, inclusive, (e) that was not returned by the postal service.

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

95. Exhibits A, B, and C are misleading and confusing to the unsophisticated consumer, in that the balances stated for the debts and amounts of judgment are different, despite the fact that no payments were made and Exhibits B and C were sent on the same day.

96. The unsophisticated consumer would have no idea what the actual balance was, or whether Defendant or the creditor was attempting to toll and restart the statute of limitations with a sham record of a payment by Plaintiff.

97. Exhibits B and C would mislead the unsophisticated consumer to believe that portions of the alleged debt that were being imposed as collection costs had been reduced to judgment when they had not.

98. Defendant misrepresented the amount of the debt, in violation of 15 U.S.C. § 1692e(2)(a) and, with respect to the initial letter for each alleged debt, 15 U.S.C. § 1692g.

99. Defendant's letters are confusing to the unsophisticated consumer, in violation of 15 U.S.C. §§ 1692e, 1692e(2)(a) and 1692g(a)(1)., (e) that was not returned by the postal service.

100. Plaintiff Aker is the named Plaintiff regarding Class I.

101. Class II ("Reviver False Interest Class") consists of (a) all natural persons in the State of Wisconsin (b) who were sent collection letters in the form represented by Exhibit D, (c) seeking to collect a debt for personal, family or household purposes, (d) owed to Reviver, (e) between September 26, 2016 and September 26, 2017, inclusive, (f) that was not returned by the postal service.

102. Plaintiff Woods is the named Plaintiff regarding Class II.

103. Each class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each class.

104. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members.

The predominant common question is whether the Defendant complied with the FDCPA and WCA.

105. Plaintiffs' claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

106. Plaintiffs will fairly and adequately represent the interests of the members of each class. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

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

**JURY DEMAND**

108. Plaintiff hereby demands a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and each Class and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: September 26, 2017

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
Shpetim Ademi (SBN 1026973)  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)  
3620 East Layton Avenue  
Cudahy, WI 53110

(414) 482-8000  
(414) 482-8001 (fax)  
sademi@ademilaw.com  
jblythin@ademilaw.com  
meldridge@ademilaw.com

# **EXHIBIT A**





All Correspondence:  
622 N. Water Street, Suite 400  
Milwaukee, WI 53202

Payment Processing Address:  
6681 Country Club Drive  
Golden Valley, MN 55427  
(877) 778-2302 Phone  
(877) 750-6335 Fax

[www.gurstel.com](http://www.gurstel.com)

Offices in Minnesota, Arizona, Iowa,  
Nebraska, Utah and Wisconsin

May 11, 2017

Robert W Aker  
4115 6th Ave  
Kenosha WI 53143

RE: Current Creditor: Cavalry SPV I, LLC  
Original Creditor: HSBC Bank Nevada, N.A.  
Our file: ■■■9337  
Court File No. 17-SC-351

Dear Robert W Aker:

Please be advised that judgment was entered against you on May 4, 2017 in the amount of \$1,075.76.

Please contact one of our Collection Representatives at 1-877-778-2302 to make arrangements to voluntarily pay this judgment. Collection Representatives are available to take your call Monday-Friday 8 a.m. to 7 p.m. CT.

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

GURSTEL LAW FIRM, P.C.

Attorneys at Law

# Exhibit B



All Correspondence:  
622 N. Water Street, Suite 400  
Milwaukee, WI 53202

Payment Processing Address:  
6681 Country Club Drive  
Golden Valley, MN 55427  
(877) 778-2302 Phone  
(877) 750-6335 Fax

[www.gurstel.com](http://www.gurstel.com)

Offices in Minnesota, Arizona, Iowa,  
Nebraska, Utah and Wisconsin

June 22, 2017

Robert W Aker  
4115 6th Ave  
Kenosha, WI 53143

RE: Current Creditor: Cavalry SPV I, LLC  
Original Creditor: HSBC Bank Nevada, N.A.  
Our file: ■■■9337  
Court File No. 17-SC-351

Dear Sir or Madam:

Enclosed and served upon you in the above-referenced matter, please find:

- Earnings Garnishment
- Earnings Garnishment - Exemption Notice
- Earnings Garnishment - Debtor's Answer
- Garnishment Exemption Worksheet; and
- Poverty Guidelines For Earnings.

Please feel free to contact one of our collectors at **877-344-4002** with any questions or comments that you may have. Thank you for your attention and cooperation in this matter.

**Please be advised that the total amount owed may not reflect recent payments and may be different than what the order shows.**

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

Sincerely,

GURSTEL LAW FIRM, P.C.  
(Formerly known as Gurstel Chargo, P.A.)

Enclosures

**Earnings Garnishment -  
Exemption Notice**

Creditor: Cavalry SPV I, LLC

Debtor: Robert W Aker  
and  
Garnishee: H&R Block, Inc.

Case No. 17-SC-351

To the debtor:

The creditor has been awarded a judgment against you or your spouse as indicated below. That judgment has not been fully paid. The creditor has now filed a garnishment proceeding against your earnings from the garnishee. This means that the creditor is seeking to take some of your earnings to satisfy part or all of the judgment against you or your spouse.

The total amount of the creditor's claim is as follows:

County of Judgment	Case Number	Date of Judgment
KENOSHA	17-SC-351	May 4, 2017
Unpaid balance on judgment		\$1,080.76
Unpaid post judgment interest		\$.00
Estimated costs of this earnings garnishment		\$107.50
<b>Total amount owed by the debtor</b>		<b>\$1,188.26</b>

By law, you are entitled to an exemption of not less than 80% of your disposable earnings. Your "disposable earnings" are those remaining after social security and federal and state income taxes are withheld.

Your earnings are completely exempt from garnishment if:

1. Your household income is below the federal poverty level. See the enclosed schedules and worksheet to determine if you qualify for this exemption.
2. You receive relief funded under public assistance, relief funded under Wis. Stats. §59.53(21), medical assistance, supplemental security income, food stamps, or veterans benefits based on need under USC 501 to 562 or §45.351(1)Wis. Stats., or have received these benefits within the past 6 months, or are eligible but have not yet received these benefits.
3. At least 25% of your disposable earnings are assigned by court order for support.

If the garnishment in either situation below would result in the income of your household being below the poverty line, the garnishment is limited to the amount of your household's income in excess of the poverty line. Those two situations are:

1. Garnishment of 20% of your disposable earnings, or;
2. Garnishment of the amount by which disposable earnings exceed thirty times the federal minimum hourly wage.

**Continued on page 2**

There are no exemptions to this garnishment if the debt arises out of one of the following obligations:

1. A debt amortization under §128.21 or a bankruptcy order under 11 USC 1301 to 1330.
2. For the support of any person; or,
3. Unpaid taxes.

If you qualify for a complete exemption or a limitation in the amount subject to garnishment, you must give or mail a copy of the completed enclosed debtor's answer form to the garnishee/employer.

If your circumstances change while the garnishment is in effect, you may file a new answer form at any time.

If you do not qualify for a complete exemption or limitation but will not be able to acquire the necessities of life for yourself and your dependents if your earnings are reduced by this earnings garnishment, you may ask the court in which this earnings garnishment was filed to increase your exemption or grant you other relief.

#### **IF YOU NEED ASSISTANCE, CONSULT AN ATTORNEY**

If you have garnished earnings that are exempt, limited or subject to a defense, the sooner you file your answer form with the garnishee/employer or seek relief from the court, the sooner such relief can be provided. This earnings garnishment affects your earnings in pay periods beginning within 13 weeks after it was served on the garnishee/employer. You may agree in writing with the creditor to extend it for additional 13-week periods until the debt is paid.

#### **PENALTIES**

If you wrongly claim an exemption or defense in bad faith, or if the creditor wrongly objects to your claim in bad faith, the court may order the person who acted in bad faith to pay court costs, actual damages and reasonable attorney fees.

# Exhibit C



June 22, 2017

All Correspondence:  
622 N. Water Street, Suite 400  
Milwaukee, WI 53202

Payment Processing Address:  
6681 Country Club Drive  
Golden Valley, MN 55427  
(877) 344-4002  
(877) 750-8335 Fax

[www.gurstel.com](http://www.gurstel.com)

Offices in Minnesota, Arizona, Iowa,  
Nebraska, Utah and Wisconsin

Amazon.com  
Attn: Payroll  
Attn: Payroll Dept  
PO Box 80726  
Seattle, WA 98108-0463

RE: Cavalry SPV I, LLC vs. Robert W Aker  
and Amazon.com, as Garnishee Defendant  
Our File: ■9337  
Case No. 17-SC-351  
SSN: \*\*\*-\*\*-6914

Dear Sir or Madam:

Enclosed and served upon you in the above-referenced matter, please find:

- Earnings Garnishment
- Garnishee Answer to Creditor (Earnings)
- A check in the amount of \$15.00

All correspondence, payments and/or answers are to be mailed to the creditor's attorney, Gurstel Law Firm P.C., at the above address. Please feel free to contact one of our paralegals at **877-344-4002** with any questions or comments that you may have. Thank you for your attention and cooperation in this matter.

**Please be advised that the total amount owed may not reflect recent payments and may be different than what the order shows.**

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

Sincerely,

GURSTEL LAW FIRM, P.C.  
(Formerly known as Gurstel Chargo, P.A.)

Enclosures



**STATE OF WISCONSIN, CIRCUIT COURT, KENOSHA COUNTY**

For Official Use

Creditor: Cavalry SPV I, LLC

**Earnings Garnishment**

Address: c/o Gurstel Law Firm, P.C. 6681 Country Club Drive  
Golden Valley, MN 55427

Case No. 17-SC-351  
Our File No. 9337

Debtor: Robert W Aker

Address: 4115 8th Ave  
Kenosha WI 53143

and  
Garnishee: Amazon.com

THE STATE OF WISCONSIN, to the garnishee.

The creditor has been awarded a court judgment that has not been paid. As a result, the creditor claims that the amount owed by the debtor is as follows:

Unpaid balance on judgment	\$1,096.76
Unpaid post judgment interest	\$ .00
Estimated costs of this earnings garnishment	\$107.50
<b>Total amount owed by the debtor</b>	<b>\$1,203.26</b>

The creditor believes that you will owe the debtor for earnings within the next 13 weeks. If the creditor has tendered the statutorily required fees with these papers, you are directed to complete the activities listed on page 2 of this form.

- This is a garnishment action to satisfy an order for victim restitution and there is no filing fee. This garnishment remains in effect until the judgment is satisfied.

Please make check payable to and remit payment to:

Gurstel Law Firm, P.C.  
6681 Country Club Drive  
Golden Valley, MN 55427



The creditor must serve the following documents on the debtor at the time of service of this document:

- Exemption Notice - Earnings Garnishment (CV-423)
- Earnings Garnishment - Debtor's Answer (CV-424)
- Garnishment Exemption Worksheet (CV-426)
- Poverty Guidelines for Earnings (CV-427)

See page 2 of form for further information.



**DETERMINE WHETHER YOU WILL OWE THE DEBTOR EARNINGS**

1. Determine if you are likely to owe the debtor for earnings in pay periods beginning within the next 13 weeks.
2. If you are not likely to owe the debtor for earnings in pay periods beginning within the next 13 weeks, send a statement stating that fact to the creditor by the end of the 7th business day after receiving the earnings garnishment forms. (Business days do not include Saturdays, Sundays, or legal holidays).

**IF THE DEBTOR SENDS YOU AN ANSWER**

3. Whenever you receive a debtor's answer form from the debtor, mail a copy of the answer form to the creditor by the end of the 3rd business day after receipt of that form. Include the date you received the answer form on the copy sent to the creditor.
4. If the debtor's answer form claims a complete exemption or defense, do not withhold or pay to the creditor any part of the debtor's earnings under this garnishment unless you receive an order of the court directing you to do so.

**MULTIPLE EARNINGS GARNISHMENTS**

5. If the debtor's earnings are already being garnished when you receive this earnings garnishment, place this earnings garnishment into effect the pay period after the last of any prior earnings garnishments terminates. Notify the debtor of the amount of the garnishment and notify the creditor of the amount owed on the pending garnishments by the end of the 7th business day after you receive these forms. If there are no prior pending earnings garnishments against the debtor's earnings, place this earnings garnishment into effect the pay period after you receive it.

**EARNINGS GARNISHMENTS LAST 13 WEEKS, EXCEPT FOR PUBLIC EMPLOYEES  
AND EXCEPT FOR GARNISHMENTS TO SATISFY AN ORDER FOR VICTIM RESTITUTION**

6. The garnishment of the earnings of employees of the state of Wisconsin and its political subdivisions, and a garnishment to satisfy an order for victim restitution under §973.20(1r), Wis. Stats., for victim restitution remain in effect until the judgment is satisfied. The garnishment of earnings of other employees will affect the debtor's earnings for all pay periods beginning within 13 weeks after you receive it, unless the debtor's earnings are already being garnished. If this earnings garnishment is delayed under paragraph 5 above, it will affect the debtor's earnings for all pay periods beginning within 13 weeks after the first day of the pay period that you put this earnings garnishment into effect. If the amount claimed by the creditor is fully paid before the end of the 13 weeks, this earnings garnishment will terminate at that point.

**PAYING THE CREDITOR**

7. Between 5 and 10 business days after each payday of a pay period affected by this earnings garnishment, pay the creditor 20% of the debtor's disposable earnings or the amount by which disposable earnings exceed thirty times the federal minimum hourly wage, whichever is less, for that pay period. After the first payment, keep a \$3 fee for each payment delivered to the creditor. That additional fee shall be deducted from the moneys delivered to the creditor. Payment is complete upon mailing. "Disposable earnings" are those remaining after deducting Social Security, state and federal income taxes.

**EFFECT OF COURT-ORDERED ASSIGNMENTS FOR SUPPORT**

8. If the debtor has assigned his or her earnings for support by court order, those support payments take priority over this earnings garnishment. If 25% or more of the debtors' disposable earnings is assigned for support by the court order, do not pay any part of the debtor's earnings to the creditor. Instead, send the creditor a statement of that fact by the end of the 7th business day after you receive these forms. If less than 25% of the debtor's earnings is assigned for support by court order, the amount the creditor must be paid is reduced so that the total of earnings assigned and garnished does not exceed 25% of the debtor's disposable earnings.

**EXTENSIONS**

9. The debtor and creditor may agree in writing to extend this earnings garnishment for additional pay periods beginning within 13 weeks after this earnings garnishment would otherwise terminate. If you receive a written extension stipulation, and an additional garnishee fee for each extension, you must honor it unless a different garnishment against this debtor's earnings is served upon you before the extension takes effect. In that case, the extension is void and you must return the extension fee to the party who paid it to you.

# Exhibit D

# Gurstel Chargo

ATTORNEYS AT LAW

A PROFESSIONAL ASSOCIATION

September 26, 2016

All Correspondence:  
622 N. Water Street, Suite 400  
Milwaukee, WI 53202

Payment Processing Address:  
6681 Country Club Drive  
Golden Valley, MN 55427  
(877) 344-4002 Phone  
(877) 750-6335 Fax

www.gurstel.com

Offices in Minnesota, Arizona, Iowa,  
Nebraska, Utah and Wisconsin

Leticia Woods  
3540 N 15th Street  
Milwaukee WI 53206

RE: Current Creditor: Reviver Financial, LLC  
Original Creditor: Cash Net - II *also RISE*  
Account Number: \*\*\*\*5741 *(separate issue)*  
Current Balance: \$914.00  
Our file: ■ 6582

Dear Leticia Woods:

This firm has been retained to represent Reviver Financial, LLC in collecting the above-referenced account. Our client informs us, as of the date of this letter, you owe \$914.00. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

At this time, no attorney with this law firm has personally reviewed the particular circumstances of your account.

NOTICE: Unless you notify this firm within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this firm will assume this debt is valid. If you notify this firm in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this firm will obtain verification of the debt or a copy of a judgment and mail you a copy of such verification or judgment. Upon a written request from you within the same 30 day period this firm will provide you with the name and address of the original creditor, if different from the current creditor.

This firm may be contacted at 877-344-4002. Collection Representatives are available to take your call Monday-Friday 8 a.m. to 7 p.m. CT.

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

By the Firm,

Gurstel Chargo PA

# Exhibit E

Department 835  
PO BOX 4115  
CONCORD CA 94524



May 25, 2017



# National Credit Adjusters

PO Box 3023 - 327 W 4th St.  
Hutchinson, KS 67504-3023  
Toll Free: 1-877-824-9372  
Fax: 620-664-5947  
www.ncaks.com

Address Service Requested

#BWNFTZF #NCA7043455517059#



LETICIA WOODS  
3540 N 15TH ST  
MILWAUKEE WI 53206-2301

NATIONAL CREDIT ADJUSTERS  
PO Box 3023  
Hutchinson, KS 67504-3023

---

Original Creditor: CashNet  
Account Number: [REDACTED] 5741  
Current Balance: \$914.00  
NCA Reference Number [REDACTED] 3667

This letter is to confirm that you and National Credit Adjusters were not able to agree to a payment arrangement on the account referenced above during our most recent communication. If for any reason there is a misunderstanding, and it is your wish to resolve the delinquency through means satisfactory to both parties, please contact National Credit Adjusters at 1-877-824-9372 and an NCA account manager will assist you.

If you wish to resolve this account without speaking to an NCA Account Manager, please go online to [www.ncakspayments.com](http://www.ncakspayments.com) and enter your NCA Reference Number ([REDACTED] 3667) along with your five digit zip code printed on this letter. This online service is available 24 hours a day.

If you have secured prior arrangements with NCA before receipt of this letter, and the arrangements are still active, please disregard this notice.

This communication is from a debt collector attempting to collect a debt. All information obtained will be used for that purpose.

Sincerely,

National Credit Adjusters  
1-877-824-9372 Toll Free

# EXHIBIT F

DEPT 835 8883838817067

PO BOX 4115

CONCORD CA 94524



June 13, 2017

ADDRESS SERVICE REQUESTED

#BWNFTZF #NCA8883838817067#



PERSONAL AND CONFIDENTIAL

LETICIA WOODS

3540 N 15TH ST

MILWAUKEE WI 53206-2301



**National Credit Adjusters**

PO Box 3023 - 327 W 4th St.

Hutchinson, KS 67504-3023

Toll Free: 1-877-824-9372

Fax: 620-664-5947

www.ncaks.com

NATIONAL CREDIT ADJUSTERS

PO BOX 3023

HUTCHINSON KS 67504-3023

Original Creditor: CashNet  
 Account Number: [REDACTED] 5741  
 Current Balance: \$914.00  
 NCA Reference Number [REDACTED] 3667

This letter is to confirm that you and National Credit Adjusters were not able to agree to a payment arrangement on the account referenced above during our most recent communication. If for any reason there is a misunderstanding, and it is your wish to resolve the delinquency through means satisfactory to both parties, please contact National Credit Adjusters at 1-877-824-9372 and an NCA account manager will assist you.

If you wish to resolve this account without speaking to an NCA Account Manager, please go online to [www.ncakspayments.com](http://www.ncakspayments.com) and enter your NCA Reference Number ([REDACTED] 3667) along with your five digit zip code printed on this letter. This online service is available 24 hours a day.

If you have secured prior arrangements with NCA before receipt of this letter, and the arrangements are still active, please disregard this notice.

This communication is from a debt collector attempting to collect a debt. All information obtained will be used for that purpose.

Sincerely,

National Credit Adjusters

1-877-824-9372 Toll Free

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

Place an X in the appropriate Box:  Green Bay Division  Milwaukee Division

### I. (a) PLAINTIFFS

Robert Aker and Leticia Woods

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110  
(414) 482-8000-Telephone (414) 482-8001-Facsimile

### DEFENDANTS

Gurstel Law Firm, P.C.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

### II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |  |                            |                            |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |  | <b>PTF</b>                 | <b>DEF</b>                 |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

### IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<b>IMMIGRATION</b>		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
		<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

### V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1692 et seq

Brief description of cause:  
Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** \_\_\_\_\_  
**JURY DEMAND:**  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE OF ATTORNEY OF RECORD: \_\_\_\_\_

September 26, 2017 s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

ROBERT AKER and LETICIA WOODS

Plaintiff(s)

v.

GURSTEL LAW FIRM, P.C.

Defendant(s)

Civil Action No. 17-cv-1300

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
GURSTEL LAW FIRM, P.C.
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison , WI 53703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff’s attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))*

This summons and the attached complaint for *(name of individual and title, if any)*:

\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.

I personally served the summons and the attached complaint on the individual at *(place)*:

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

\_\_\_\_\_, a person of suitable age and discretion who resides there, on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_

who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Gurstel Law Firm Named in Debt Collection Class Action](#)

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