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

ERIK W. ANDERSON, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. SANTANDER CONSUMER USA, PROFESSIONAL BUREAU OF COLLECTIONS OF MARYLAND, INC., and NCB MANAGEMENT SERVICES, INC. Defendants.	Case No.: 17-cv-12 **CLASS ACTION COMPLAINT** **Jury Trial Demanded**

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"), the Wisconsin Consumer Act, Chs. 421-427, Wis. Stats., and Wisconsin common law.

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 Defendants directed their collection efforts into the District.

PARTIES

3. Plaintiff Erik W. Anderson ("Anderson") is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Anderson is a "consumer" as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from him a debt allegedly incurred for personal, family or household purposes, namely an automobile loan.

5. Anderson is a "customer" as defined in the WCA, Wis. Stat. § 421.301(17), in that he engaged in a consumer credit transaction. Wis. Stat. § 421.301(10). An automobile loan

is, by definition, a "consumer credit transaction" under the WCA. *Id.* The amount financed in the loan transaction was less than $25,000.00.

6. Defendant Santander Consumer USA, Inc. ("Santander") is a foreign corporation with its principal place of business located at 8585 North Stemmons Freeway, 1100N, Dallas, Texas 75247.

7. According to Santander's website, Santander "is a full-service, technology-driven consumer finance company focused on vehicle finance and unsecured consumer lending products. The company, which began originating retail installment contracts in 1997, has a serviced portfolio of more than $40 billion (as of September 30, 2014), has more than two million customers across all credit grades, and is headquartered in Dallas."

8. With respect to Anderson and the class, Santander is engaged in the business of a collection agency, using the mails, telephone and legal actions to collect consumer debts.

9. Wis. Stat. § 427.103(3) defines debt collector as: "any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms." (emphasis added). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

10. Wis. Stat § 427.103(2) states: "Debt collection" means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer."

11. The Western District of Wisconsin has also noted: "Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector." *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

12. Santander is in the business of collecting debts owed to itself or its predecessors in interest, incurred for personal, family or household purposes.

13. Defendant Professional Bureau of Collections of Maryland, Inc. ("PBCM") is a foreign corporation with its principal place of business located at 5295 DTC Parkway, Greenwood Village, CO, 80111.

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

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

16. Defendant NCB Management Services, Inc. ("NCB") is a foreign limited liability company with its principal place of business located at One Allied Drive, Trevose, PA 19053.

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

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

FACTS

Santander's State Court Replevin Lawsuits

19. The case now before this court is a continuing chapter in a long-running dispute between Anderson and Santander over a 2006 Chevrolet Trailblazer.

20. On November 17, 2011, Santander brought an action for replevin against Anderson (the "2011 Action"), in a case styled as *Santander Consumer USA, Inc. v. Erik W.*

Anderson, Milwaukee County Case No.: 11-SC-034603. A copy of the complaint in the 2011 Action is attached as Exhibit A.

21. In the 2011 Action, Santander sought replevin under a motor vehicle purchase agreement for a 2006 Chevrolet Trailblazer, alleging a default of that agreement. The 2011 action was dismissed on January 11, 2012.

22. On March 1, 2012, Santander brought a similar action for replevin against Anderson (the "2012 Action"), in a case styled as: *Santander Consumer USA, Inc. v. Erik W. Anderson*, Milwaukee County Case No.: 12-SC-007550. A copy of the complaint in the 2012 Action is attached as Exhibit B.

23. The Complaint Santander filed in the 2012 Action was virtually identical to that filed in the 2011 Action.

24. In the 2012 Action, the parties filed cross motions for summary judgment. On August 6, 2012, on the day the Court had scheduled to hear oral arguments on the parties cross motions for summary judgment, the parties reached an agreed upon settlement with respect to all aspects of the 2012 Action.

25. These settlement terms were memorialized by a Stipulation and Order Dismissing Action filed with the Court on September 13, 2012 and the action was dismissed on that day. A copy of the Stipulation and Order is attached as Exhibit C.

26. Under the written and executed stipulation of the parties, the only rights retained by Santander relative to the claims in the 2012 Action were set forth in paragraph 6 of the Stipulation and Order for Dismissal, which provided as follows: "If Defendant [i.e. Anderson] fails to satisfy any of the requirements set forth above the Plaintiff, without notice to the Defendant, shall be entitled to file and Affidavit of Default with the Court, and the Court shall

reopen this matter and grant a replevin judgment for possession of said vehicle plus statutory costs."

27. The above-referenced Stipulation and Order, duly executed by both parties, resolved all aspects of the case, including paragraph 9 of the Complaint in the 2012 Action, which sought a judgment for any deficiency amounts after repossession and sale of the subject vehicle. Exhibit B at 5.

28. The parties negotiated the terms of the Stipulation and Order for Dismissal of Action. Santander could have negotiated to include its rights to deficiency amounts upon any breach of the Stipulation and Order for Dismissal of Action but it chose not to. Rather, the only rights reserved by Santander were for Santander's judgment of replevin for possession of the vehicle and for statutory costs.

29. On May 8, 2013, Santander filed its Affidavit of Default and Replevin Judgment. A copy of the Affidavit of Default is attached as Exhibit D. As stated in its Affidavit, Santander sought a judgment of replevin of the subject vehicle, plus statutory costs in the amount of $297.50. Similarly, on the Judgment of Replevin signed by the Court (a copy of which is attached as Exhibit E), the only rights afforded to Santander were for possession of the vehicle and for statutory costs in the amount of $297.50.

30. Neither the Affidavit of Default, nor the Replevin Judgment sought any deficiency judgment. Exhibits D, E. This is intuitive as that claim had been resolved by the September 13, 2012 Stipulation and Order Dismissing Action (Exhibit C), which only preserved for Santander possession of the vehicle and statutory costs.

31. On January 20, 2015, Santander filed another action seeking a deficiency judgment on the same vehicle as in the 2011 and 2012 actions. *Santander Consumer USA, Inc. v.*

Erik W. Anderson, Milwaukee County Case No.: 15-SC-001388 (the "2015 Action"). A copy of the complaint in the 2015 Action is attached as Exhibit F.

32. In its Complaint, Santander alleged the existence of the same motor vehicle purchase agreement that was the subject of the 2011 and 2012 cases. *Id.* Santander made the same allegations of Anderson's default of that purchase contract that it made in the 2011 and 2012 Actions. *Id.* Santander went on to allege that it "regained possession of the motor vehicle and, pursuant to applicable law, sold it in a commercially reasonable manner." Following these allegations, Santander alleged that it "applied the proceeds of the commercially reasonable sale, which totaled $6,000.00, to the Contract balance. After applying the sale proceeds to the unpaid Contract balance of $19,792.60, plus allowable expenses of disposition and late charges of $758.50, there is a principal balance due and owing in the amount of $9,704.60."

33. Thus, in the 2015 action, Santander was seeking a deficiency judgment on the original purchase agreement in this case. But that claim had been resolved by virtue of the Stipulation and Order Dismissing the 2012 Action. Exhibit C.

34. In the 2015 action, Anderson moved for summary judgment on grounds that Santander's deficiency judgment claims were barred by the doctrine of claim preclusion or *Res Judicata* or alternatively, by the doctrine of issue preclusion.

35. On June 10, 2015, the Court granted Anderson's motion for summary judgment on grounds that Santander's claim was barred by issue preclusion. A copy of the transcript of the hearing in which the Court granted summary judgment to Anderson is attached as Exhibit G. The Wisconsin Circuit Court Access ("CCAP") record for the 2015 Action is attached as Exhibit H.

36. Santander did not appeal the judgment in the 2015 Action or seek reconsideration. Exhibit H. Wis. Stat. § 808.04(1).

37. Despite the judgment of the court, Santander continued to attempt to collect a deficiency on the same vehicle contract by hiring debt collectors. Each debt collector asserted that Anderson still owed a deficiency to Santander on the Trailblazer contract.

PBCM Debt Collection

38. On or about January 15, 2016, PBCM mailed a debt collection letter to Anderson regarding the same alleged Santander debt, A copy of this letter is attached to this complaint as Exhibit I.

39. Upon information and belief, Exhibit I is a form letter, generated by computer, and with the information specific to Anderson inserted by computer.

40. Upon information and belief, Exhibit I is a form debt collection letter used by PBCM to attempt to collect alleged debts.

41. Exhibit I contains the following text:

30% SETTLEMENT OFFER

We have been authorized by our client Santander Consumer USA to offer you an opportunity to pay less than the amount due. This settlement as offered shall be in the amount of 30% of the balance.

This settlement offer will expire unless we receive your payment of $2,963.97 due in our office on or before 01/29/2016.

Exhibit I.

42. The letter purports to offer a settlement for 30% of the total alleged debt.

43. The settlement offer in Exhibit I falsely states or implies that the settlement offer is valid only if payment is received "in our [PBCM's] office on or before 01/29/2016."

44. Upon information and belief, PBCM had authority from the creditor to settle consumers' accounts for 30% of the amount owed, or less, at any time.

45. Statements such as a settlement offer is a "limited time offer," or that the offer expires on a specific date, or that payments must be received by that date, are false and misleading because the same offer is, upon information and belief, available at any time.

46. Such false statements are material false statements, as they impart in the unsophisticated consumer, a false belief that he or she must hurry to take advantage of a limited-time opportunity, when in reality, there is no such time limit.

47. The Seventh Circuit has established "safe harbor" language regarding settlement offers in collection letters:

> As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collector's including with the offer the following language: "We are not obligated to renew this offer." The word "obligated" is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

Evory v. RJM Acquisitions Funding L.L.C., 505 F.3d 769, 775-76 (7th Cir. 2007).

48. PBCM did not use the safe harbor language in Exhibit I.

49. Upon information and belief, the deadline in Exhibit I to respond to the settlement offer is a sham. There is no actual deadline. The sole purpose of the purported deadline is to impart in the consumer a false sense of urgency.

50. Further, at the time PBCM mailed Exhibit I to Anderson, Anderson did not owe the alleged Santander debt.

51. At the time Santander engaged PBCM to collect the alleged Santander debt, Santander knew that the debt was not owed.

52. PBCM's representation that Anderson owed a debt to Santander was a false and misleading representation.

NCB Debt Collection

53. On or around February 29, 2016, NCB mailed a debt collection letter to Anderson regarding the same alleged Santander debt. A copy of this letter is attached as Exhibit J.

54. At the time NCB mailed Exhibit J to Anderson, Anderson did not owe the alleged Santander debt.

55. At the time Santander engaged NCB to collect the alleged Santander debt, Santander knew that the debt was not owed.

56. NCB's representation that Anderson owed a debt to Santander was a false and misleading representation.

57. Anderson was confused by Exhibits I and J. Santander, PBCM and NCB were continuing to collect a debt that Anderson did not owe, despite the court judgment in Anderson's favor.

58. Moreover, until Anderson disputed the debt with consumer reporting agencies ("CRAs") in November 2016, Santander was also reporting the Santander debt as valid and charged off with the three major CRAs, TransUnion, Experian and Equifax.

59. Anderson suffered significant actual damages as a result of Santander's actions.

60. Anderson paid attorneys' fees to his attorney, George Peek of Crivello Carlson, S.C., in defense of Santander's deficiency claim in the 2015 Action. Santander should never have brought the 2015 Action, as Anderson and Santander had resolved all claims in the 2012 Action.

61. Anderson also lost wages due to his participation in defense of the 2015 Action. This includes Anderson having to appear in Court at the hearing on summary judgment on June 10, 2015, in case his testimony was required, and preparation prior to the hearing.

62. Anderson purchased a Harley Davidson motorcycle on or around May 4, 2013.

63. Because Santander was reporting the alleged deficiency, which the court had denied, as owed and charged off, Anderson's wife was required to co-sign the loan.

64. Additionally, as a result of Santander's actions, Anderson and his wife were charged an inflated interest rate of 9.99 percent on the motorcycle purchase loan.

65. If Santander had been reporting the loan correctly, i.e. as having a zero balance since the Replevin Judgment was entered (Exhibit E), rather than Santander's asserted deficiency balance, Anderson's "credit scores" would have been higher, he would have qualified for a lower rate and his wife would not have been required to co-sign the loan.

66. Similarly, on October 18, 2014, Anderson was not permitted to co-sign a loan with his spouse to purchase a 2009 GMC Sierra 1500 vehicle. As a result, Anderson and his wife paid interest at an inflated rate.

67. Anderson was also required to pay an inflated interest rate on a lease-to-own agreement to purchase a semi tractor.

68. Anderson suffered emotional distress as a result of Santander's continued efforts to collect a deficiency after the claim was settled and after Santander had lost in court on the same claim.

The FDCPA

69. The FDCPA prohibits debt collectors from, among other things, collecting debts that are not owed.

70. 15 U.S.C. § 1692e generally prohibits "any false, deceptive, or misleading representation or means in connection with the collection of any debt."

71. 15 U.S.C. § 1692e(10) specifically prohibits the "use of any false representation or deceptive means to collect or attempt to collect any debt."

72. 15 U.S.C. § 1692f generally prohibits "unfair or unconscionable means to collect or attempt to collect any debt."

73. 15 U.S.C. § 1692f(1) specifically prohibits: "The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law."

74. PBCM and NCB, at Santander's behest, sent Exhibits I and J to Anderson after the subject debt was resolved by stipulation and the Replevin Judgment and after Anderson had subsequently proven in court that the alleged Santander debt was not owed. Exhibits E, G.

75. Anderson had to spend time and money investigating Exhibits I and J, and the consequences of any potential responses to Exhibits I and J.

76. Anderson had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibits I and J.

77. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff's standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) ("When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit."); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) ("Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute," (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014)). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

78. Moreover, Congress has explicitly described the FDCPA as regulating "abusive practices" in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) ("It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses").

<u>The Wisconsin Consumer Act</u>

79. The Wisconsin Consumer Act ("WCA") was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

80. The Wisconsin Supreme Court has favorably cited authority finding that the WCA "goes further to protect consumer interests than any other such legislation in the country," and is "probably the most sweeping consumer credit legislation yet enacted in any state." *Kett* v. *Community Credit Plan, Inc.,* 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

81. To further these goals, the Act's protections must be "liberally construed and applied." Wis. Stat. § 421.102(1); *see also* § 425.301.

82. "The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives." *First Wisconsin Nat'l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

83. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

84. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, "a customer may not waive or agree to forego rights or benefits under [the Act]." Wis. Stat. § 421.106(1).

85. Consumers' WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. While the Seventh Circuit has not squarely interpreted how WCA cases based upon the content of debt collection letters should be determined, federal courts in this District and the state courts in Wisconsin generally look to FDCPA case law for guidance. Indeed, the WCA itself requires that the court analyze the WCA "in accordance with the policies underlying a federal consumer credit protection act," including the FDCPA. Wis. Stat. § 421.102(1).

86. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the "unsophisticated consumer" standard. *Brunton v. Nuvell Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the "unsophisticated consumer" standard, citing and discussing *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

87. Chapter 427, Wis. Stats., governs debt collection activities in Wisconsin.

88. Wis. Stat. § 427.104(1)(c) states that a debt collector may not: "Disclose or threaten to disclose information adversely affecting the customer's reputation for credit worthiness with knowledge or reason to know that the information is false."

89. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: "Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist."

COUNT I – FDCPA

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

91. Count I is brought against defendant PBCM.

92. Exhibit A includes false statements to the effect that the settlement offer payment must be received by a specific date.

93. Upon information and belief, the creditor and/or PBCM would settle Anderson's and class members' debts at the offered discount and likely for less at any time, regardless of the supposed deadline.

94. PBCM violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT II -- FDCPA

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

96. Count II is brought against defendants PBCM and NCB.

97. PBCM and NCB attempted to collect a debt that Plaintiff did not actually owe.

98. PBCM and NCB violated 15 U.S.C. §§ 1692e, 1692e(10),1692f and 1692f(1).

COUNT III – WCA

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

100. Count III is brought against all defendants.

101. Santander's continued attempts to collect the alleged Santander debt were attempts and threats to enforce a right to payment of the alleged deficiency, even though Santander knew or should have had reason to know that no such right existed at the time it engaged PBCM and NCB to collect the alleged debt, as it had settled the deficiency claim in the 2012 Action.

102. Exhibits F-J claim, attempt, or threaten to enforce a right to payment, even though Defendants knew or should have had reason to know that no such right existed at the time the letters were sent.

103. Santander reported the alleged debt to CRAs as a valid debt that had been charged off, after the debt had been resolved by stipulation and the replevin judgment, and after summary judgment was granted to Anderson in court on the deficiency claim.

104. As a result of Santander's actions, Plaintiff suffered actual damages.

105. Defendants violated Wis. Stat. §§ 427.104(1)(c) and 427.104(1)(j).

COUNT IV -- INJUNCTIVE AND DECLARATORY RELIEF

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

107. Count IV is brought against defendant Santander.

108. As set forth above, Santander has intentionally misrepresented that Anderson owes a debt that he does not owe.

109. Santander has continued to harass Anderson with collection efforts after Santander's claims relating to the Trailblazer loan were resolved by stipulation and after Santander's deficiency action was dismissed on summary judgment in court.

110. Santander's practices described herein are unlawful and against public policy, and therefore, Santander should be prohibited and enjoined from engaging in these practices in the future and should be compelled to correct the harm caused by their conduct.

CLASS ALLEGATIONS

111. Anderson brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibits I or J to the complaint in this action (c) seeking to collect a debt for personal, family or household purposes allegedly owed to Santander, (d) after judgment was entered against Santander on the same debt, (e) between January 3, 2016 and January 3, 2017, inclusive, (f) that was not returned by the postal service.

112. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

113. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Defendants complied with 15 U.S.C. §§ 1692e, 1692e(10), 1692f, Wis. Stat. § 427.104(1) and common law.

114. Anderson's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

115. Anderson will fairly and adequately represent the interests of the Class members. Anderson has retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

117. Anderson hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Anderson requests that the Court enter judgment in favor of Anderson and the Class and against Defendants for:

(a) actual damages;

(b) statutory damages;

(c) injunctive relief;

(d) attorneys' fees, litigation expenses and costs of suit; and

(e) such other or further relief as the Court deems proper.

Dated: January 3, 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

1806.29

Sub/serve c

COPY

STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY

For Official Use

Plaintiff(s) (Name and Address):

SANTANDER CONSUMER USA, INC.
8585 N STEMMONS FWY, #1000N
DALLAS, TX 75247

-vs-

Defendant(s) (Name and Address):

ERIK W. ANDERSON
4500 S. 124TH STREET, #6
MILWAUKEE, WI 53228

Summons for Consumer Replevin
(Case Code 31003)

☐ **Amended**

Case No. _____

12-1-1

Copy by [illegible]

11SC037603

FILED AND AUTHENTICATED
SC NOV 17 2011 SC
JOHN BARRETT
Clerk of Circuit Court

THE STATE OF WISCONSIN, to the said defendant(s):

The plaintiff named above has commenced an action to recover possession of the following property:

2006 CHEVROLET TRAILBLAZER

VIN # 1GNDS13S362294397

This claim arises under a consumer credit transaction under which you are alleged to be in default, as described in the attached complaint.

IF YOU ARE NOT IN DEFAULT OR HAVE AN OBJECTION TO THE PLAINTIFF'S TAKING THE PROPERTY LISTED ABOVE, YOU MAY ARRANGE FOR A HEARING ON THESE ISSUES BY APPEARING IN THE CIRCUIT COURT OF **MILWAUKEE** COUNTY, BEFORE ~~JUDGE~~/COMMISSIONER _____ OR ANY OTHER ~~JUDGE~~/COMMISSIONER TO WHOM THE ACTION MAY BE ASSIGNED ON **December 15, 2011** AT **9:00 A.M.**. IF YOU DO NOT APPEAR AT THAT TIME, JUDGMENT WILL BE RENDERED AGAINST YOU FOR DELIVERY OF THE PROPERTY TO THE PLAINTIFF.

Place to Appear
Location (include room number)
MILWAUKEE COUNTY COURTHOUSE 901 N. 9th Street - Room 400, Milwaukee, WI 53233

If you need help in this matter because of a disability, please call:
414-454-9489

_____
Clerk/Attorney

_____
Name Printed or Typed

_____
Date

EXHIBIT
A

~~Plaintiff~~/Attorney Jerome C. Johnson
Jerome C. Johnson, Attorney for Plaintiff

Address
839 NORTH JEFFERSON STREET
SUITE 200
MILWAUKEE, WISCONSIN 53202

Telephone Number	State Bar Number
(414) 271-5400	1016307

CLERK OF CIRCUIT COURT • MILWAUKEE CO. • WISCONSIN SMALL CLAIMS SUMMONS PAID FEE

RECEIVED MAR 2 1 2012

SC-516, 06/02 Summons for Consumer Replevin
This form shall not be modified. It may be supplemented with additional material.
§425.205, Wisconsin Statutes

VERIFICATION

State of Wisconsin)
) ss
Milwaukee County)

The undersigned, upon first being duly sworn, states that he is the attorney for the plaintiff, and states that the Complaint herein is true, based upon information provided by the plaintiff, and as to any matter stated upon information and belief, your affiant believes those statements to be true.

Jerome C. Johnson

Jerome C. Johnson

Subscribed and sworn to before me
this 9th day of November, 2011

Sheila A. Lewis Johnson

Notary Public, State of Wisconsin
My commission expires 8/24/2014

NOTARY PUBLIC
SHEILA A. LEWIS JOHNSON
STATE OF WISCONSIN

11SC034603

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

SANTANDER CONSUMER USA, INC
8585 N Stemmons Fwy, #1000n
DALLAS, TX 75247

Plaintiff,

v.

ERIK W. ANDERSON
4500 S. 124TH STREET, #6
MILWAUKEE, WI 53228,

Defendant(s).

COMPLAINT

Small Claims-Replevin
Code No.: 31003

Plaintiff, Santander Consumer USA, Inc f/k/a Drive Financial Services, LP (hereinafter "Santander"), by its attorneys, Galanis, Pollack, Jacobs & Johnson, S.C., as and for a cause of action against the defendant above named, alleges and shows to the court as follows:

1. That Santander is a foreign corporation existing under and by virtue of the laws of the State of Illinois with its principal office located at the address in the caption.

2. The defendant (whether one or more), is an adult resident of Wisconsin whose last known address is shown in the caption.

3. Further, upon information and belief, the hereinafter-described vehicle is located in and/or the defendant resides in Milwaukee County, State of Wisconsin, and this court accordingly has jurisdiction pursuant to Sections 425.205, 799.11, 421.401, and 799.16, Wis. Stats.

4. That, upon information and belief, the defendant entered into a Retail Installment Contract, a copy of which is attached hereto and incorporated by reference herein and marked **Exhibit "A"**. Further, that one of the terms and conditions of said contract was that seller may assign the contract and its assignee shall acquire all of the interest of seller in the contract and

property and shall be entitled to all of the rights and privileges of the seller under said contract.

5. That said Retail Installment contract between the defendant and Seller was, in fact, assigned to Santander in accordance with the terms of the assignment set forth in said contract.

6. That Santander mailed a written notice to the last known address of the defendant, a copy of which is attached hereto, marked **Exhibit "B"** and incorporated by reference herein, informing said defendant they were in default and that they had a right to cure the default within 15 days. Further, that said notice gave the name, address and telephone number of Santander as well as an identification of the contract and the property which was the subject of said contract upon which the debts were due; further, that upon information and belief, the defendant failed to cure their default.

7. That attached hereto, marked as **Exhibit "C"** and incorporated herein by reference, is a Payment History relative to the Retail Installment Contract.

8. That the defendant will have a right to redeem said vehicle pursuant to Section 425.208, Wis. Stats., by making the following payments:

PAST DUE INSTALLMENTS	:	06/13/11	$198.25	
		07/13/11	499.75	
		08/13/11	499.75	
		09/13/11	499.75	
		10/13/11	499.75	
		Late Charges:	130.00	
				$2,327.25
COURT COSTS	:	Atty. Fees :	$150.00	
		Filing Fees :	99.00	
		Service Fees :	50.00	
				$ 299.00

PERFORMANCE DEPOSIT	: (Three Advance Installments)	$1,499.25
TOTAL AMOUNT DUE	:	$4,125.50

Further, if tender is made on or after any subsequent monthly due date, the additional installment then due.

9. That, upon information and belief, in the event the defendant fails to redeem the collateral, Santander will have a cause of action against said defendant for its deficiency estimated and computed as follows:

GROSS AMOUNT:	$19,418.87
WHOLESALE VALUE:	9,050.00
DEFICIENCY:	$10,368.87

10. That, pursuant to the contract and because of the default of the defendant heretofore alleged and in the event of said defendant's failure to redeem pursuant to Section 425.208, Wis. Stats., the plaintiff, Santander, is entitled to the right, title and possession of such vehicle for the purpose of disposing of the same in accordance with the law.

WHEREFORE, the plaintiff demands judgment as follows:

1. Transferring all right, title and possession of the following vehicle to plaintiff for the purpose of disposal and sale in a commercially reasonable manner:

VEHICLE DESCRIPTION	:	2006 CHEVROLET TRAILBLAZER
VEHICLE I.D. NO.	:	1GNDS13S362294397

2. For costs, disbursements and attorneys fees as provided by law.

Federal law gives you 30 days after the receipt of this correspondence to dispute the validity of the debt or any part of it. If you do not dispute the debt within that period, we will assume that the debt is valid. If you notify us within 30 days after the receipt of this correspondence that this debt or any portion thereof is disputed, we will, as required by law, obtain verification and proof of the debt and provide you with same, including a copy of any existing judgment. Also, if within the same 30 day time period, you request the name and address of the original creditor, if the original creditor is different from the current creditor, we will furnish you with that information as well.

This advice pertains to your dealings with our law firm as a debt collector. IT DOES NOT AFFECT YOUR DEALINGS WITH THE COURT, AND IN PARTICULAR IT DOES NOT CHANGE THE TIME AT WHICH YOU MUST APPEAR IN COURT. The summons is a command from the court, not from our law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this pleading also does not affect our law firm's relationship with the court. As a law firm, we may file papers in the lawsuit according to the court's rules and the judge's instructions.

WE ARE DEBT COLLECTORS AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

GALANIS, POLLACK, JACOBS & JOHNSON, S.C.

By: Jerome C. Johnson
JEROME C. JOHNSON
State Bar No. 1016307
Attorneys for Plaintiff

P.O. ADDRESS:

839 N. Jefferson St.
Suite 200
Milwaukee, WI 53202
(414) 271-5400

Purchase Finance Contract Number(s)

CONSUMER COPY — DEALER COPY

Wisconsin Dealer Agreement Form

MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE AND SECURITY AGREEMENT

Boxes Checked Are Applicable. Boxes Not Checked Are Inapplicable.

1. CREDIT SALE AGREEMENT

Goods Sold and Credit Request. I purchased from the undersigned seller ("Seller") at the price and on the terms of a separate purchase agreement the following goods, and I acknowledge receipt of them, in satisfactory condition. I request that the sale be financed on the terms of this Agreement and agree that all terms and conditions of the purchase agreement, other than financial terms and conditions, survive the execution of this Agreement. I agree to pay to Seller the Amount Financed shown on line 2(g), plus interest, according to the Payment Schedule shown below. This Agreement bears interest at the rate of 27.99 % per year on the unpaid balance until the scheduled date of the final installment and after that date at the default rate of 27.99 % per year until paid. I agree to pay the Late Charge shown below. I also agree to pay a charge of $ 15.00, as permitted under §422.202(1)(d), Wis. Stats., for each check presented for payment under this Agreement which is returned unsatisfied. Payments shall be applied (to the extent not prohibited by the Wisconsin Consumer Act) in such order as Seller elects to charge and amounts due under this Agreement. Amounts disclosed in Sections 2 and 3 are computed on the assumption that all installments will be paid when due.

P16595

NEW OR USED	YEAR	NO. CYL.	MAKE-TRADE NAME	BODY STYLE (# DOOR, TONS CAPACITY)	MODEL	DETAIL NUMBER OR IDENTIFICATION NUMBER
Used	2006	8	CHEVROLET	4 DR.	TRAILBLAZER	1GNDS13S362294397

If applicable, titled or to be titled in name of Erik N Anderson

2. ITEMIZATION OF AMOUNT FINANCED AND OTHER CHARGES

(A) Cash Price ..... (a) $ 15684.90

(B) Trade-In: (1) Year _____ Make _____ Model _____
Allowance $ -0- – Lien/Lease Payoff $ -0-
Owes to _____
Net Positive Trade-In Value of $ -0-

Trade-In: (2) Year _____ Make _____ Model _____
Allowance $ -0- – Lien/Lease Payoff $ -0-
Owes to _____
Net Positive Trade-In Value of $ -0-

Net Positive Trade-In Value (1) plus (2) of ..... (b) $ -0-

(c) Total Cash Received $ 2158.00 (includes factory or manufacturer rebate of $ -0-) (c) $ 2158.00

(d) Downpayment Cash $ 2158.00 + Net Positive Trade-In Value $ -0- = Total Downpayment of (d) $ 2158.00

(e) Amount paid to Seller (a - d) ..... (e) $ 13526.90

(f) Amounts paid to others on my behalf which are being financed:

	Paid in Cash Not Financed	Being Financed
(1) To public officials for:		
Sales Tax	$ N/A	$ 990.35
Filing Fees (Notation and Release of Lien)	$ N/A	$ 10.00
Title Application, Transfer & Registration	$ N/A	$ 164.00
(2) To property insurance company for coverages checked below (actual cash value)	$ N/A	$ -0-
☐ $ N/A Deductible Comprehensive		
☐ $ N/A Deductible Collision		
☐ Fire, Theft and Combined Additional Coverage		
(3) To liability insurance company	$ N/A	$ -0-
(4) To _____	$ N/A	$ -0-
(5) To ~~Fleet Reality Guard (FRG-TCI, RDM, CONTRACT)~~	$ N/A	$ 2808.00
(6) To ~~American Auto Guardian, Inc~~ (Optional for mechanical credit insurance premium + K1) through (10) $ N/A)	$ N/A	$ 599.00
(7) To credit life insurance company	$ N/A	$ -0-
(8) To credit accident and sickness insurance company	$ N/A	$ -0-

Total Amount Paid to Others Which Is Being Financed (Seller may be retaining a portion of this amount) (f) $ 3764.35

(g) Amount Financed (e + f) ..... (g) $ 17290.25

(h) Finance Charge ..... (h) $ 18692.75

(i) Total of Payments (g + h) ..... (i) $ 35982.00

(j) Total Sale Price (d + i) ..... (j) $ 38132.00

3. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf	Total of Payments The amount I will have paid after I have made all payments as scheduled	Total Sale Price The total cost of my purchase on credit, including my downpayment of $ 2158.00
27.99 %	$ 18692.75	$ 17290.25	$ 35982.00	$ 38132.00

("e" means an estimate)

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 499.70	November 18, 2010 and the same day of each month thereafter.
N/A	N/A	N/A

Security. I am giving a security interest in the goods being purchased.

Late Charge. If a payment (other than the final payment) is not paid on or before the 10th day after its due date, I may be charged $ 15.00 or $ 5.00 % of the unpaid amount, whichever is less.

Prepayment. If I pay off early, I will not have to pay a penalty.

I should see my contract documents for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

4. SECURITY AGREEMENT

I grant to Seller a security interest in the goods described above, and all accessions to and proceeds of such goods ("Collateral"). The Collateral secures performance of all my obligations in this Agreement and all extensions, modifications and renewals of them ("Obligations").

5. COVENANTS

(a) Ownership and Purpose. Acting alone, I may grant a security interest in the Collateral. The Obligations under this Agreement are incurred and the Collateral is acquired primarily for personal, family or household purposes.

(b) Title. Vehicle will be ☒ titled in Wisconsin ☐ titled in _____ ☐ not titled.

(c) Locations. The Collateral will be kept at the address below Section 7 or if not, at N/A

N/A
Number and Street — City or Township — County — State

Each location shall not be changed without providing at least 30 days prior written notice of the change to Seller, but I intend that the Collateral, wherever located, is covered by this Agreement.

(d) Marital Information. For Wisconsin resident only: I am ☐ married ☒ unmarried ☐ legally separated, if I am married and my spouse is not signing below the name of my spouse is N/A and my spouse resides at ☐ the address shown below ☐ Section 7 or at ☐

(e) Marital Purpose. If I am a married Wisconsin resident, the obligation evidenced by this Agreement is being incurred in the interest of my marriage or family.

X _____
Debtor

(f) Name and Address. My legal name is as set forth below Section 7. The address of my principal residence is as set forth below Section 7. I will not change my legal name or address without providing at least 30 days prior written notice of the change to Seller.

(g) Additional Covenants. I shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

6. INSURANCE

(a) CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST. I want the insurance at the cost(s) shown below for the term of the Agreement for N/A months, whichever is less) subject to terms and conditions of separate policy or certificate of insurance.

Credit Life Insurance $ N/A Credit Accident & Sickness Insurance $ N/A

X _____ Borrower — X _____ Borrower

X _____ Joint Borrower — X _____ Joint Borrower

(b) I MAY OBTAIN PROPERTY AND LIABILITY INSURANCE FROM ANYONE I WANT THAT IS REASONABLY ACCEPTABLE TO SELLER. If I get the insurance from Seller I will pay $ N/A for estimated term of N/A months.

(c) WARNING: Unless an amount appears on line 6(b)(3) of Section 6, insurance coverage hereunder is not public liability insurance and does not protect the driver of the vehicle from liability for damages resulting from negligent use of the vehicle.

(d) DEBT CANCELLATION COVERAGE, SPECIFICALLY CALLED GUARANTEED AUTOMOBILE PROTECTION ("GAP"), IS NOT REQUIRED TO OBTAIN CREDIT AND GAP WILL NOT BE PROVIDED UNLESS I ELECT SUCH COVERAGE AND SIGN AND AGREE TO PAY THE ADDITIONAL COST. I elect GAP and agree to pay the cost shown below for the original term of this Agreement for 72 months, whichever is less), subject to terms and conditions of the separate GAP election or description of coverage. GAP coverage cost is $ 599.00

I acknowledge receipt of the description of GAP coverage separately provided to me.

X _____ Borrower — X _____ Borrower

7. PERSONS BOUND

"I," "my," "me" and "mine" includes each customer who signs this Agreement and our obligations are joint and several, except that _____ signs below solely to grant a security interest in the Collateral. This Agreement benefits Seller, its successors and assigns, who bind me and my heirs, personal representatives, successors and assigns. This Agreement includes the Additional Provisions on the reverse side. I have received a completed copy of this Agreement.

The Annual Percentage Rate may be negotiable with Seller. Seller may assign this Agreement and retain its right to receive a part of the Finance Charge.

NOTICE TO CUSTOMER
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF FINANCE CHARGE.

Dated October 12, 2010

Randy Bierman Inc Seller (SEAL) X _____ Borrower (SEAL)

By: _____ Authorized Representative

Seller's Address: 5300 South 27th Street

Milwaukee, WI 53221

Back order (Attorney Use, To Box 25128.

This Agreement is being assigned to (Designee): _____

Erik N Anderson 4506-2197-0461-83

X _____ Customer (SEAL)

123 N 71st St
Wauwatosa WI 53214 Milwaukee

Customer's Address: _____

*Type or print name signed above.

PART 1 - ORIGINAL BANK COPY

EXHIBIT

A

8. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. I shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests prior to right to Buyer or Seller; defend it against all claims and legal proceedings by persons other than Seller; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise transfer or dispose of it or permit it to become a fixture or accessible to other goods except as specifically authorized in this Agreement or in writing by the Seller; and not permit it to be used in violation of any applicable law, regulation, policy or insurance, the violation of which could result in loss or damage to any Obligee or impairment of the insurance on it, loss of or damage to the Collateral shall not release me from any part of the Obligations.

(b) Insurance. If the Collateral is of a value of $500 or more, and the amount financed (exclusive of insurance charges) is $500 or more, I shall keep at Collateral and Seller's interest in it, insured for all risks of physical damage to or loss of the Collateral throughout the term of this Agreement and any renewals, extensions or modifications of it under policies with such provisions, for such amounts (not more than the value of the Collateral or the aggregate outstanding balance of the Obligations, whichever is less) and by such insurers as shall be reasonably satisfactory to Seller from time to time. I shall furnish satisfactory evidence of such insurance to Seller. Subject to Seller's satisfaction, I am free to select the insurance agent or insurer through which such insurance is obtained by me. I assign (and direct any insurer to pay) to Seller the proceeds of all such insurance and any premiums refund and authorize Seller to endorse to my name any instrument for such proceeds or refund and, at the option of Seller, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to me. Seller is authorized, to any extent or otherwise, to make, indeed and/or settle claims under any credit insurance financed by Seller and any insurance on the Collateral. I will pay the same after the occurrence of an event or default and giving any notice required by the Wisconsin Consumer Act, or fail to keep any required insurance on the Collateral, Seller may purchase such insurance for me. Such insurance may be acquired by Seller solely to protect the interest of Seller and not cover any equity in the Collateral, and my obligation to repay Seller shall be in accordance with Section 8(c).

(c) Inspection of Collateral. Seller is authorized to examine the Collateral wherever located at any reasonable time or times; and I shall assist in making any such inspection.

(d) Maintenance of Security Interests. To the extent not prohibited by law, I shall pay all expenses and, upon request, deliver any documents and take any action reasonably deemed advisable by Seller to preserve the Collateral or to establish, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Seller's interests in or rights under this Agreement. I authorize Seller to file Uniform Commercial Code (including statements describing the Collateral and amendments to such financing statements and file any such financing statement or amendment that prior to the date of this Agreement.

(e) Authority of Seller to Perform for Me. Seller may perform or cause to be performed any of my duties set forth in this Agreement with respect to preserving or keeping the Collateral, including without limitation signing my name or paying any amount so required, if I fail to perform any of such duties after the written notice to me and a reasonable opportunity for me to perform, if any required by law. The costs of Seller's performance shall be one of the Obligations secured by this Agreement, shall be payable by me upon demand and shall bear interest from the date of expenditure by Seller to the date of payment by me at the default rate disclosed on the face of this Agreement.

(f) Ability to Pay. I shall not take any action or permit any event to occur which materially impairs my ability to pay any of the Obligations when due. Such events may include, without limitation, the fact that I, my spouse or any surety of the Obligations dies, changes marital status or domicile or becomes insolvent or the subject of bankruptcy or other insolvency proceedings.

(g) Default. Upon the occurrence of any two or more of the following Events of Default:

(1) Late Payments. (a) If the interval between scheduled payments is 2 months or less, to have outstanding an unpaid preceding one full payment which has been delinquent for more than 10 days after the due date or the failure to pay the first or last payment within 30 days after its due date; (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment which has remained unpaid for more than 30 days after its due date; or (c) the failure to pay the only scheduled payment within 30 days after its due date;

(2) Nonperformance. I fail to observe or perform any of my other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection other Seller's right in any Collateral, or materially impairs my ability to pay any of the Obligations when due; or

(3) False Statement. I make a willfully false statement in my credit application to Seller that precedes this Agreement;

Seller shall have all of the rights and remedies for default provided by applicable law and this Agreement. With respect to such rights and remedies:

(a) Acceleration. Each Obligation of which an Event of Default has occurred shall, at the option of Seller and without further notice or demand, become immediately payable unless notice to me and an opportunity to cure is required by §422.108, Wis. Stats., and, in that event, such Obligation shall become payable if such default is not cured in provided in that statute, within 10 calendar days after mailing of such notice to me;

(b) Repossession. Unless the Collateral is removed from Wisconsin under §421.201(2), Wis. Stats., abandoned under §425.209(3), Wis. Stats., or Seller has perfected its right to take possession of the Collateral consisting of a motor vehicle under §425.208(1)(a), Wis. Stats., I have a right to a court hearing on the issue of default before any repossession of any Collateral, but by surrendering the Collateral, I waive such right.

(c) Assembling Collateral. After Seller has the right to possession of Collateral, Seller may require me to assemble the Collateral and to make it available to Seller at a place designated by Seller which is reasonably convenient to both parties;

(d) Notice of Disposition. Notice, when required by law, mailed to me at least 10 calendar days (counting the day of mailing) before the date of a proposed disposition of the Collateral is reasonable notice;

(e) Expenses and Application of Proceeds. Seller may recover from me and the Collateral secures all reasonable expenses incurred in repossessing, holding, preparing for disposition and disposing of the Collateral. Provided, however, Seller has no obligation to dispose of Collateral unless I request Collateral for sale in the extent permitted by the Wisconsin Consumer Act. After deduction of such expenses, Seller shall apply the proceeds of disposition to the Obligations in such order and amounts as it elects to the extent permitted by the Wisconsin Consumer Act; and

(f) Waiver. Seller may waive any default without waiving any other subsequent or prior default by me.

(h) Partial Prepayments. Partial prepayments shall be applied by Seller or its assignee to the payment of unpaid principal owed on this Agreement of the first of the partial prepayment and all remaining scheduled payments due under this Agreement shall continue to be paid when due, unless I instruct Seller or its assignee otherwise.

(i) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin, except that recovery of Collateral shall be governed by the law of the state in which the Collateral is located at the time of recovery to the extent authorized by §421.201(5), Wis. Stats. All terms not otherwise defined herein have the meanings assigned to them by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Unless otherwise required by the Wisconsin Consumer Act, invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions.

(j) Miscellaneous. Without affecting my liability under this Agreement, Seller may, without notice, grant renewals or extensions, accept partial payments, release or impair any security interest or lien in collateral security for the Obligations or agree not to sue any party liable on the Agreement. Presentment, protest, demand and notice of dishonor are waived. I acknowledge that Seller has not made any representations or warranties with respect to, and that Seller does not assume any responsibility to me for, the collectability or enforceability of this Agreement of the financial condition of any of us. Each of us has independently determined the collectability and enforceability of this Agreement. This Agreement is intended by Seller and me as a final expression of this Agreement and as a complete and exclusive statement of its terms, those being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing. This Agreement benefits Seller, its successors and assigns and binds me and my heirs, personal representative, successors and assigns.

(k) Defenses Against Assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(l) TELEPHONE MONITORING AND DIALING. From time to time, I agree Seller or its assignee may monitor and record telephone calls regarding my account to assure the quality of service provided by Seller or its assignee. In order for Seller or its assignee to service my account or to collect any amounts I may owe, and subject to applicable law, I agree that Seller or its assignee may from time to time make calls and send text messages to me using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number I provide to Seller or its assignee in connection with my account, including a mobile telephone number that could result in charges to me.

ASSIGNMENT

Seller assigns all rights and interest in this Agreement, Obligations and Collateral to Assignee.

1. Warranties. Seller warrants:

(a) The Agreement is genuine and legally enforceable according to its terms; and no debtor was a minor or incompetent when it was executed.

(b) All statements contained in the Agreement and the related purchase agreement and invoice delivered to Assignee are true and correct, contain no misrepresentation, and constitute the entire agreement with respect to the Collateral; Seller has no notice of any claims not disclosed to Assignee which might impair any debtor's credit or equity in the Collateral; the disclosed cash downpayment and trade in more actually received by Seller; Seller has not made and will not make any advance to debtor(s). Seller has no agreement with debtor to separately finance or impose finance charges on or reference any pickup payment or to defer payment of a portion of the downpayment to a date later than due date of the second installment; and the amount of any factory or manufacturer rebates are accurately and separately disclosed in the Agreement.

(c) The Agreement and transactions out of which it arose comply with applicable laws and regulations; Seller has performed or will perform all its obligations to debtor(s); and no debtor has, or has asserted, any defense, set-off or counterclaim to debtor's liability under the Agreement or the Obligations.

(d) At the time of sale Seller had full authority to sell the Collateral to debtor(s) free of any security interest or other encumbrance; and the Collateral has been delivered to and accepted by debtor(s) within 10 days of the Agreement date; and the security interest created by the Agreement is the only security interest in or encumbrance on the Collateral.

(e) Within 10 days of delivery of the Collateral to debtor(s), Seller perfected or will perfect a first security interest in the Collateral.

(f) Seller has full authority to assign the Agreement to Assignee; Seller will in addition to the provisions of section 1(e) above take steps Assignee requests to perfect the security interest created by the Agreement and to designate Assignee as secured party of record and Assignee's interest in the Agreement is not subordinate to any security interest or other encumbrance.

2. Authority of Assignee. Assignee may, without notice and without impairing Assignee's right against Seller, in the name of Seller or otherwise, take all actions and legal proceedings deemed advisable by Assignee with respect to the Agreement, the Obligations or the Collateral, including without limitation, modifying, extending or compromising any terms, discharging or releasing any person liable or releasing any security.

3. Non-Liability of Assignee. Assignee has no duty to perfect any security interest in the Collateral, to protect any rights of Seller or to preserve rights under the Agreement or the Obligations against prior parties.

4. Remedies of Assignee. If:

(a) Seller has executed the assignment under A below and if (i) any warranty of Seller is false or breached, or (ii) any claim is made that Assignee has not acquired the Agreement in good faith as defined in §422.407, Wis. Stats.; or

(b) Seller has executed the assignment under B below and if (i) any warranty of Seller is false or breached, or (ii) Assignee receives notice of a complaint, claim or defense of debtor against Seller or Assignee; or

(c) Seller has executed the assignment under C below and if (i) debtor fails to make a payment when due, or in performing or notifying notice of any other covenant of the Agreement or Obligations, or (ii) any warranty of Seller is false or breached, or (iii) Assignee receives notice of a complaint, claim or defense against Seller or Assignee;

then Seller shall, upon request of Assignee, pay the Assignee the full amount unpaid from Assignee's investment charges, plus expenses incurred by Assignee in endeavoring to collect or assess the Agreement and this assignment (subject to provisions of any separate written agreement between Assignee and Seller regarding the purchase of the Agreement); and Seller indemnifies and agrees to defend and hold Assignee harmless from any loss, liability, penalty, claim, damage or expense (including reasonable attorneys' fees) claimed or incurred by reason thereof or claimed or incurred under section 6(c). Upon such payment Assignee will, at the request of Seller, reassign the Agreement to Seller without recourse or warranties whatever.

A. (Without recourse except as provided in 4(a) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

Entered _____

B. (Without recourse except as provided in 4(b) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

C. (With full recourse as provided in 4(c) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

Santander CONSUMER

Santander Consumer USA
PO Box 961245
Fort Worth, TX 76161-1245
(888) 222-4227

Notice of Right to Cure

Date: 09/02/2011

Erik W Anderson
4500 S 124th St Apt 6
Milwaukee WI 53228-2483

Re: Account No. 30000183340921000
Retail Installment Sale or Credit Sale Contract dated 10/12/2010
06 // CHEVROLE // TRAILBLAZER- // VIN 1GNDS13S362294397

Dear Erik W Anderson:

Our records show that you are in default on the above-referenced Agreement in the amount described below under the AMOUNT NOW DUE, which is secured by the Vehicle. The reasons you are in default are:

☒ Nonpayment of amounts due

☐ _____
(Other default)

You may cure the default on or before the LAST DAY FOR PAYMENT (see below) by paying the AMOUNT NOW DUE (see below). 09/17/2011 is the LAST DAY FOR PAYMENT.

The AMOUNT NOW DUE includes:

Late payment due 09/13/2011	
Late payment due 08/13/2011	
Late payment due 07/13/2011	
Late payment due 00/00/0000	
Delinquency charges	$0.00
Deferral charges	
Other charges (_____)	$0.00

$1,197.75 is the AMOUNT NOW DUE.

If you pay the AMOUNT NOW DUE (see above) and cure the other default (see above) by the LAST DAY FOR PAYMENT (see above), you may continue under the Agreement as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to repossess the Vehicle and the right, in many instances, to hold you personally responsible for any difference between the amount the Vehicle brings in a sale and the balance due us under the Agreement.

If you have any questions regarding this notice, promptly call us at 888-222-4227 or write us at the address shown above.

EXHIBIT
B

Notice of Repossession of Motor Vehicle

This notice of repossession applies only if the collateral, or good subject to lease, is a motor vehicle, which includes your Vehicle (see above).

If you do not cure the default on or before LAST DAY FOR PAYMENT (see above), we may have the right to take possession of the motor vehicle that secures the credit transaction, or is subject to the lease, without further notice or court proceeding.

If you believe you are not in default, or you object to us taking possession of your Vehicle, you may notify us in writing, no later than 15 days from the date of this notice, and demand that we proceed in court. If we proceed in court, you may be required to pay court costs and attorneys' fees.

Sincerely,

Santander Consumer USA

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

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

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**

EXHIBIT

C

Santander
CONSUMER

P.O. BOX 961245
Fort Worth, TX 76161-1245

Account Number: 6334092 **Primary Name:** ERIK ANDERSON

Good Through	Total Payoff	Principal	Interest	Late Fees	Misc. Fees	
Nov 17, 2011	$19,418.87	$17,299.25	$2,019.63	$100.00	$0.00	

Effective Date	Amount	Principal	Interest	Late Fees	Misc. Fees	Principal Balance
Oct 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Sep 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Aug 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jul 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jul 01, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jul 01, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jul 01, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Jun 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jun 24, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 24, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jun 24, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25

Miscellaneous fee asessment Drive Collector - ACH						
Jun 17, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH (no fee)						
Jun 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jun 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Jun 03, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 03, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jun 03, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
May 28, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
May 28, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
May 28, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
May 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Apr 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Mar 25, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH (no fee)						
Mar 18, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						

Mar 18, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 18, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Mar 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Mar 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Mar 04, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Mar 04, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 04, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Feb 25, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 25, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 25, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Feb 18, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 18, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 18, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Feb 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment						

Drive Collector - Visa						
Feb 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Feb 04, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 04, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 04, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Jan 28, 2011	$-250.00	$0.00	$-250.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Jan 28, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Jan 28, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Jan 26, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jan 21, 2011	$-250.00	$0.00	$-250.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Pinless Debit						
Jan 21, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Pinless Debit						
Jan 21, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Pinless Debit						
Dec 26, 2010	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Nov 26, 2010	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						

Exhibit B

1809.79

STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY

COPY

For Official Use
Sub/Serve
3-17-12
10:40 AM
By [illegible]

2SC007550

Plaintiff(s) (Name and Address):

SANTANDER CONSUMER USA, INC.
5201 RUFE SNOW DRIVE
NORTH RICHLAND HILLS, TX 76180

-vs-

Defendant(s) (Name and Address):

ERIK W. ANDERSON
4500 S. 124TH STREET, #6
MILWAUKEE, WI 53228

Summons for Consumer Replevin
(Case Code 31003)

☐ **Amended**

Case No. _____

FILED AND AUTHENTICATED
SC MAR 01 2012 SC
JOHN BARRETT
Clerk of Circuit Court

THE STATE OF WISCONSIN, to the said defendant(s):

The plaintiff named above has commenced an action to recover possession of the following property:

2006 CHEVROLET TRAILBLAZER

VIN # 1GNDS13S362294397

This claim arises under a consumer credit transaction under which you are alleged to be in default, as described in the attached complaint.

IF YOU ARE NOT IN DEFAULT OR HAVE AN OBJECTION TO THE PLAINTIFF'S TAKING THE PROPERTY LISTED ABOVE, YOU MAY ARRANGE FOR A ~~HEARING ON THESE ISSUES BY APPEARING IN THE CIRCUIT~~ COURT OF **MILWAUKEE** COUNTY, BEFORE ~~JUDGE~~/COMMISSIONER _____ OR ANY OTHER ~~JUDGE~~/COMMISSIONER TO WHOM THE ACTION MAY BE ASSIGNED ON **March 29, 2012** AT **9:00 A.M.**. IF YOU DO NOT APPEAR AT THAT TIME, JUDGMENT WILL BE RENDERED AGAINST YOU FOR DELIVERY OF THE PROPERTY TO THE PLAINTIFF.

Place to Appear
Location (include room number)
MILWAUKEE COUNTY COURTHOUSE 901 N. 9th Street - Room 400, Milwaukee, WI 53233

If you need help in this matter because of a disability, please call:
414-454-9489

_____
Clerk/Attorney

_____
Name Printed or Typed

_____
Date

~~Plaintiff~~/Attorney Jerome C. Johnson
Jerome C. Johnson, Attorney for Plaintiff

Address
839 NORTH JEFFERSON STREET
SUITE 200
MILWAUKEE, WISCONSIN 53202

Telephone Number	State Bar Number
(414) 271-5400	1016307

CLERK OF CIRCUIT COURT SMALL CLAIMS SUMMONS FEE PAID MILWAUKEE CO. WISCONSIN

EXHIBIT B

RECEIVED MAR 21 2012

SC-516, 06/02 Summons for Consumer Replevin §425.205, Wisconsin Statutes
This form shall not be modified. It may be supplemented with additional material.

VERIFICATION

State of Wisconsin)
) ss
Milwaukee County)

The undersigned, upon first being duly sworn, states that he is the attorney for the plaintiff, and states that the Complaint herein is true, based upon information provided by the plaintiff, and as to any matter stated upon information and belief, your affiant believes those statements to be true.

Jerome C. Johnson

Jerome C. Johnson

Subscribed and sworn to before me
this 23rd day of February, 2012.

Sheila Lewis Lorum

Notary Public, State of Wisconsin.
My commission expires 8/24/2014

NOTARY PUBLIC SHEILA LEWIS-LORUM STATE OF WISCONSIN

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

SANTANDER CONSUMER USA, INC
5201 RUFE SNOW DRIVE
NORTH RICHLAND HILLS, TX 76180,

Plaintiff,

v.

ERIK W. ANDERSON
4500 S. 124TH STREET, #6
MILWAUKEE, WI 53228,

Defendant(s).

COMPLAINT

Small Claims-Replevin
Code No.: 31003

FILED AND AUTHENTICATED
SC MAR 01 2016 SC
JOHN BARRETT
Clerk of Circuit Court

16SC007550

Plaintiff, Santander Consumer USA, Inc., f/k/a Drive Financial Services, LP (hereinafter "Santander"), by its attorneys, Galanis, Pollack, Jacobs & Johnson, S.C., as and for a cause of action against the defendant above named, alleges and shows to the court as follows:

1. That Santander is a foreign corporation existing under and by virtue of the laws of the State of Illinois with its principal office located at the address in the caption.

2. The defendant (whether one or more), is an adult resident of Wisconsin whose last known address is shown in the caption.

3. Further, upon information and belief, the hereinafter-described vehicle is located in and/or the defendant resides in Milwaukee County, State of Wisconsin, and this court accordingly has jurisdiction pursuant to Sections 425.205, 799.11, 421.401, and 799.16, Wis. Stats.

4. That, upon information and belief, the defendant entered into a Retail Installment Contract, a copy of which is attached hereto and incorporated by reference herein and marked **Exhibit "A"**. Further, that one of the terms and conditions of said contract was that seller may assign the contract and its assignee shall acquire all of the interest of seller in the contract and

property and shall be entitled to all of the rights and privileges of the seller under said contract.

5. That said Retail Installment contract between the defendant and Seller was, in fact, assigned to Santander in accordance with the terms of the assignment set forth in said contract.

6. That Santander mailed a written notice to the last known address of the defendant, a copy of which is attached hereto, marked **Exhibit "B"** and incorporated by reference herein, informing said defendant they were in default and that they had a right to cure the default within 15 days. Further, that said notice gave the name, address and telephone number of Santander as well as an identification of the contract and the property which was the subject of said contract upon which the debts were due; further, that upon information and belief, the defendant failed to cure their default.

7. That attached hereto, marked as **Exhibit "C"** and incorporated herein by reference, is a Payment History relative to the Retail Installment Contract.

8. That the defendant will have a right to redeem said vehicle pursuant to Section 425.208, Wis. Stats., by making the following payments:

PAST DUE INSTALLMENTS :	06/13/11	$198.25	
	07/13/11	499.75	
	08/13/11	499.75	
	09/13/11	499.75	
	10/13/11	499.75	
	11/13/11	499.75	
	12/13/11	499.75	
	01/13/12	499.75	
	02/13/12	499.75	
	Late Charges:	110.00	
			$4,306.25
COURT COSTS :	Atty. Fees :	$150.00	
	Filing Fees :	99.00	
	Service Fees :	50.00	
			$ 299.00

PERFORMANCE DEPOSIT	: (Three Advance Installments)	$1,499.25
TOTAL AMOUNT DUE	:	$6,104.50

Further, if tender is made on or after any subsequent monthly due date, the additional installment then due.

9. That, upon information and belief, in the event the defendant fails to redeem the collateral, Santander will have a cause of action against said defendant for its deficiency estimated and computed as follows:

GROSS AMOUNT:	$19,614.60
WHOLESALE VALUE:	8,875.00
DEFICIENCY:	$10,739.60

10. That, pursuant to the contract and because of the default of the defendant heretofore alleged and in the event of said defendant's failure to redeem pursuant to Section 425.208, Wis. Stats., the plaintiff, Santander, is entitled to the right, title and possession of such vehicle for the purpose of disposing of the same in accordance with the law.

WHEREFORE, the plaintiff demands judgment as follows:

1. Transferring all right, title and possession of the following vehicle to plaintiff for the purpose of disposal and sale in a commercially reasonable manner:

VEHICLE DESCRIPTION	:	2006 CHEVROLET TRAILBLAZER
VEHICLE I.D. NO.	:	1GNDS13S362294397

2. For costs, disbursements and attorneys fees as provided by law.

Federal law gives you 30 days after the receipt of this correspondence to dispute the validity of the debt or any part of it. If you do not dispute the debt within that period, we will assume that the debt is valid. If you notify us within 30 days after the receipt of this correspondence that this debt or any portion thereof is disputed, we will, as required by law, obtain verification and proof of the debt and provide you with same, including a copy of any existing judgment. Also, if within the same 30 day time period, you request the name and address of the original creditor, if the original creditor is different from the current creditor, we will furnish you with that information as well.

This advice pertains to your dealings with our law firm as a debt collector. IT DOES NOT AFFECT YOUR DEALINGS WITH THE COURT, AND IN PARTICULAR IT DOES NOT CHANGE THE TIME AT WHICH YOU MUST APPEAR IN COURT. The summons is a command from the court, not from our law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this pleading also does not affect our law firm's relationship with the court. As a law firm, we may file papers in the lawsuit according to the court's rules and the judge's instructions.

WE ARE DEBT COLLECTORS AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

GALANIS, POLLACK, JACOBS & JOHNSON, S.C.

By: Jerome C. Johnson
JEROME C. JOHNSON
State Bar No. 1016307
Attorneys for Plaintiff

P.O. ADDRESS:

839 N. Jefferson St.
Suite 200
Milwaukee, WI 53202
(414) 271-5400

Buyer(s) Name(s) and Address(es)

CONSUMER / CO-CONSUMER

Seller's Address

MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE AND SECURITY AGREEMENT

Item Checked Are Applicable.
Items Not Checked Are Inapplicable.

1. CREDIT SALE AGREEMENT

Goods Sold and Credit Amount. I purchased from the undersigned seller ("Seller") at the price and on the terms of a separate purchase agreement the following goods, and I acknowledge receipt of them, in satisfactory condition. I request that the sale be financed on the terms of this Agreement and agree that all terms and conditions of the purchase agreement, other than financial terms and conditions, survive the execution of this Agreement. I agree to pay to Seller the Amount Financed shown on line 2(j), plus interest, according to the Payment Schedule shown below. This Agreement bears interest at the rate of 27.99 % per year until paid. I agree to pay on the unpaid balance until the scheduled date of the final installment and after that date at the default rate of 27.99 % per year until paid. I agree to pay the Late Charge shown below. I also agree to pay a charge of $ 5.00 as permitted under §422.202(1)(f), Wis. Stats., for each check presented for payment under this Agreement which is returned unpaid etc. Payments shall be applied to the extent not prohibited by the Wisconsin Consumer Act in such order as Seller elects to charge and amounts due under this Agreement. Amounts disclosed in Sections 2 and 3 are computed on the assumption that all installments will be paid when due.

P16595

NEW OR USED	YEAR	MO. DAY	MAKE TRADE NAME	BODY STYLE (F TRUCK, TONS CAPACITY)	MODEL	SERIAL NUMBER (VEHICLE IDENTIFICATION NUMBER)
Used	2006	6	CHEVROLET	4 DR.	TRAILBLAZER	1GNDS13S362294397

If applicable, Used or to be Used Insurance of Erik-V-Anderson

2. ITEMIZATION OF AMOUNT FINANCED AND OTHER CHARGES

(a) Cash Price ..... (a) $ 16684.99

(b) Trade-In: (1) Year _____ Make _____ Model _____
Allowance $ -0- – Unpaid Loan Payoff $ -0-
Owes to _____
Net Positive Trade-In Value of $ -0-

Trade-In: (2) Year _____ Make _____ Model _____
Allowance $ -0- – Unpaid Loan Payoff $ -0-
Owes to _____
Net Positive Trade-In Value of $ -0-

Net Positive Trade-In Value (1) plus (2) of ..... (b) $ -0-

(c) Total Cash Received $ 2150.00 Deductible factory or manufacturer rebate of $ -0- (c) $ 2150.00

(d) Downpayment Cash $ 2150.00 + Net Positive Trade-In Value $ -0- = Total Downpayment of (d) $ 2150.00

(e) Amount paid to Seller (a - d) ..... (e) $ 13934.99

(f) Amounts paid to others on my behalf which are being financed:

	Paid in Cash Not Financed	Being Financed
(1) To public officials for:		
Sales Tax	$ N/A	$ 990.35
Filing Fees (Notation and Release of Lien)	$ N/A	$ 10.00
Title Application, Transfer & Registration	$ N/A	$ 164.00
(2) To property insurance company for coverages checked below (enter cash value)	$ N/A	$ -0-
☐ $ N/A Deductible Comprehensive		
☐ $ N/A Deductible Collision		
☐ Fire, Theft and Combined Additional Coverage		
(3) To liability insurance company	$ N/A	$ -0-
(4) To	$ N/A	$ -0-
(5) To	$ N/A	$ -0-
(6) To Sterns Quality Board (FOR-KEY-BERY-CONTRACT)	$ N/A	$ 2809.00
To American Safe Guardian Inc	$ N/A	$ 500.00
Included for computing credit insurance premiums in e.1(1) through (6) $ N/A		
(7) To credit life insurance company	$ N/A	$ -0-
(8) To credit accident and sickness insurance company	$ N/A	$ -0-

Total Amounts Paid to Others Which Is Being Financed (Seller may be retaining a portion of the amount) (f) $ 3764.35

(g) Amount Financed (e + f) ..... (g) $ 17699.35

(h) Finance Charge ..... (h) $ 17687.75

(i) Total of Payments (g + h) ..... (i) $ 35382.00

(j) Total Sale Price (d + i) ..... (j) $ 38132.00

3. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including any downpayment of $ 2150.00
27.99 %	$ 17687.75	$ 17699.35	$ 35382.00	$ 38132.00

(E means an estimate)

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 491.75	November 18, 2010 and the same day of each month thereafter.
N/A	$ N/A	N/A

Security: I am giving a security interest in the goods being purchased.

Late Charge. If a payment (other than the final payment) is not paid on or before the 10th day after its due date, I may be charged $ 10.00 or 5.00 % of the unpaid amount, whichever is less.

Prepayment. If I pay off early, I will not have to pay a penalty.

I should see my contract documents for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

4. SECURITY AGREEMENT

I grant to Seller a security interest in the goods described above, and all accessions to and proceeds of such goods ("Collateral"). This Collateral secures performance of all my obligations in this Agreement and all extensions, modifications and renewals of them ("Obligations").

5. COVENANTS

(a) Ownership and Purpose. Acting alone, I may grant a security interest in the Collateral. The Obligations under this Agreement are incurred and the Collateral is acquired primarily for personal, family or household purposes.

(b) Title. Vehicle will be ☒ titled in Wisconsin ☐ titled in _____ ☐ not titled

(c) Location. The Collateral will be kept at the address below Section 2, or if not, at N/A ☐ not titled
(Street address) N/A (City or town) (State)
Such location shall not be changed without providing at least 30 days prior written notice of the change to Seller, and I intend that the Collateral, wherever located, is covered by this Agreement.

(d) Marital Information. For Wisconsin residents only: I am ☐ married ☒ unmarried ☐ legally separated. If I am married and my spouse is not signing below the name of my spouse is N/A and my spouse resides at ☐ the address shown below Section 2 or at ☐

(e) Marital Purpose. If I am a married Wisconsin resident, the obligation evidenced by this Agreement is being incurred in the interest of my marriage or family.

X _____ (BUYER)

(f) Name and Address. My legal name is as set forth below Section 2. The address of my principal residence is as set forth below Section 2. I will not change my legal name or address without providing at least 30 days prior written notice of the change to Seller.

(g) Additional Covenants. I shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

6. INSURANCE

(a) CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST. I want the insurance at the cost(s) stated below for the term of the Agreement for N/A months, whichever is later subject to terms and conditions of applicable policy or certificate of insurance.

Credit Life Insurance $ N/A — Credit Accident & Sickness Insurance $ N/A

X _____ (BUYER) X _____ (BUYER)

X _____ (CO-BUYER) X _____ (CO-BUYER)

(b) I MAY OBTAIN PROPERTY AND LIABILITY INSURANCE FROM ANYONE I WANT THAT IS REASONABLY ACCEPTABLE TO SELLER.
If I get the insurance from Seller, I will pay $ N/A for a term of N/A months.

(c) WARNING: Unless an amount appears on line (f)(2) of Section 2, insurance coverage hereunder is not public liability insurance and does not protect the driver of the vehicle from liability for damages resulting from negligent use of the vehicle.

(d) DEBT CANCELLATION COVERAGE, SPECIFICALLY CALLED GUARANTEED AUTOMOBILE PROTECTION ("GAP"), IS NOT REQUIRED TO OBTAIN CREDIT, AND GAP WILL NOT BE PROVIDED UNLESS I ELECT SUCH COVERAGE AND SIGN AND AGREE TO PAY THE ADDITIONAL COST. I elect GAP and agree to pay the cost shown below for the original term of this Agreement for 72 months, whichever is later, subject to terms and conditions of the separate GAP election or description of coverage. GAP coverage cost is $ 600.00
I acknowledge receipt of the description of GAP coverage separately provided to me.

X _____ (BUYER) X _____ (CO-BUYER)

7. PERSONS BOUND

"I," "me," and "mine" includes each customer who signs this Agreement and our obligations are joint and several, except that _____ (NAME) signs below solely to grant a security interest in the Collateral. This Agreement benefits Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns. This Agreement includes the Additional Provisions on the reverse side. I have received a completed copy of this Agreement.

The Annual Percentage Rate may be negotiable with Seller. Seller may assign this Agreement and retain its right to receive a part of the Finance Charge.

NOTICE TO CUSTOMER
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF FINANCE CHARGE.

Dated October 12, 2010

Bishop Nissan, Inc. (SELLER) (SEAL) X _____ (CUSTOMER) (SEAL)

By: _____ (AUTHORIZED SIGNATURE) Erik-V-Anderson - A336-2197-8401-95

Seller's Address: 5535 South 27th Street X _____ (CUSTOMER) (SEAL)

Milwaukee, WI 53221

Sold under Contract with Seller's Assignee: WFS, PO Box 25128 (800) 6 7158 6
Milwaukee WI 53225 (800) 831 1 6 WI 53214 Milwaukee

This Vehicle Sold Subject to Prior Security Interest(s) Assignee(s): _____ Customer's Address: _____ Not sold subject to prior SI

Type or print name signed above.

PART 1 - ORIGINAL BANK COPY

EXHIBIT

A

8. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. I shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests prior in right to those of Seller; defend it against all claims and legal proceedings by persons other than Seller; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise transfer or dispose of it or permit it to become a fixture or accession to other goods except as specifically authorized in this Agreement or in writing by the Seller; and not permit it to be used in violation of any applicable law, regulation or policy of insurance, the violation of which could result in loss or damage to any Collateral or impairment of the insurance on it. Loss of or damage to the Collateral shall not release me from any of the Obligations.

(b) Insurance. If the Collateral is of a value of $600 or more, and the amount financed (exclusive of insurance charges) is $500 or more, I shall keep all Collateral and Seller's interest in it insured for risks of physical damage to or loss of the Collateral throughout the term of this Agreement and any renewals, extensions or modifications of it under policies with such provisions, for such amounts (not more than the value of the Collateral or the appropriate outstanding balance of the Obligations, whichever is less) and by such insurers as shall be reasonably satisfactory to Seller from time to time. I shall furnish satisfactory evidence of such insurance to Seller. Subject to Seller's satisfaction, I am free to select the insurance agent or broker through which such insurance is obtained by me. I assign (and direct any insurer to pay) to Seller the proceeds of all such insurance and any premium refund and authorize Seller to endorse to my name any instrument for such proceeds or refund and, at the option of Seller, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, retaining any excess to me. Seller is authorized, in my name or otherwise, to assess, adjust and/or settle claims under any such insurance financed by Seller and any insurance on the Collateral. Seller may accept the same after the occurrence of an event of default and while any notice required by the Wisconsin Consumer Act did not do away any accrued liabilities on the Collateral. Seller may purchase such insurance for me, at my cost and may be accepted by Seller solely to protect the interest of Seller (and will not cover my equity in the Collateral), and any obligation to repay Seller shall be in accordance with Section 6(a).

(c) Inspection of Collateral. Seller is authorized to examine the Collateral wherever located at any reasonable place or times; and I shall assist in making any such inspection.

(d) Maintenance of Security Interests. To the extent not prohibited by law, I shall pay all expenses and, upon request, deliver any document and take any action reasonably deemed advisable by Seller to perfect the Collateral or to establish, evidence, determine and maintain priority of, protect, continue perfected, terminate and/or enforce Seller's interest in or rights under this Agreement. I authorized Seller to file Uniform Commercial Code financing statements describing the Collateral and amendments to such financing statements and notify any such financing statement or amendment filed prior to the date of this Agreement.

(e) Authority of Seller to Perform for Me. Seller may perform or cause to be performed any of my duties set forth in this Agreement with respect to preserving or defending the Collateral, including without limitation signing any name or paying any amount so required. If I fail to perform any of such duties after the written notice to me and a reasonable opportunity for me to perform, if any, required by law. The costs of Seller's performance shall be one of the Obligations secured by this Agreement, shall be payable by me upon demand and shall bear interest from the date of expenditure by Seller to the date of payment by me at the date of rate disclosed on the front of this Agreement.

(f) Ability to Pay. I shall not take any action or permit any event to occur which materially impairs my ability to pay any of the Obligations when due. Such events may include, without limitation, the fact that I may become or any surety of the Obligations dies, changes marital status or, if a citizen or becomes insolvent or the subject of bankruptcy or other insolvency proceedings.

(g) Default. Upon the occurrence of any one or more of the following Events of Default:

(1) Payments. (i) If the interval between scheduled payments is 2 months or less, to have outstanding an amount exceeding one full payment which has gone delinquent for more than 10 days after the date of the failure to pay the first or last payment within 10 days after its due date; (ii) If the interval between scheduled payments is more than 2 months, to have all or any part of any scheduled payment which has remained unpaid for more than 60 days after its due date; or (iii) the failure to pay the only scheduled payment within 60 days after its due date;

(2) Nonconformance. I fail to observe or perform any of my other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection then Seller's right in any Collateral, or materially impairs my ability to pay any of the Obligations when due; or

(3) False Statement. I made a material false statement to my credit application to Seller that preceded this Agreement.

Seller shall have all of the rights and remedies for default provided by applicable law and this Agreement. With respect to such rights and remedies:

(4) Acceleration. Each Obligation and Indebtedness of Default shall become shall, at the option of Seller and without further notice or demand, become immediately payable unless notice to me and an opportunity to cure is required by §425.106, Wis. Stats., and, in that event, such Obligation shall become payable if such default is not cured (provided in that status, within 15 calendar days after mailing of such notice to me);

(5) Repossession. Unless the Collateral is surrered have Wisconsin under §425.206(5), Wis. Stats., abandoned under §425.207(3), Wis. Stats., or Seller has perfected its right to take possession of the Collateral consisting of a motor vehicle under §425.206(1)(b), Wis. Stats., I have a right to a court hearing on the issue of default before any repossession of any Collateral, but by surrendering the Collateral, I waive such right.

(6) Assembling Collateral. After Seller has the right to possession of Collateral, Seller may require me to assemble the Collateral and to make it available to Seller at a place designated by Seller which is reasonably convenient to both parties;

(7) Notice of Disposition. Notice, when required by law, mailed to me at least 10 calendar days (counting the day of mailing) before the date of a proposed disposition of the Collateral is reasonable notice;

(8) Expenses and Application of Proceeds. Seller may recover (but not limited to) all reasonable attorney's fees, including possession, holding, preparing for disposition and disposing of the Collateral (provided, however, Seller has no obligation to dispose and otherwise prepare the Collateral for sale) to the extent permitted by the Wisconsin Consumer Act. After deduction of such expenses, Seller shall apply the proceeds of disposition to the Obligations in such order and amounts as it elects to the extent permitted by the Wisconsin Consumer Act; and

(9) Waiver. Seller may waive any default without waiving any other subsequent or prior default by me.

(h) Partial Prepayments. Partial prepayments shall be applied by Seller (unless assigned to the payment of unpaid principal owed on this Agreement at the time of the partial prepayment and all remaining scheduled payments due under this Agreement shall continue to be paid when due, unless I instruct Seller or its assignee otherwise.

(i) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin, except that recovery of Collateral shall be governed by the law of the state in which the Collateral is located at the time of recovery to the extent authorized by §421.301(5), Wis. Stats. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act. All references in this Agreement to provisions of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Unless otherwise required by the Wisconsin Consumer Act, I waive liability or unenforceability of any provision of this Agreement which not affect the validity or enforceability of any other provisions.

(j) Miscellaneous. Without affecting my liability under this Agreement, Seller may, without notice, grant extensions or forbearance, accept partial payments, release or impair any security interest or lien in collateral security for the Obligations or agree not to sue any party liable on this Agreement. Presentment, protest, demand and notice of dishonor are waived. I acknowledge that Seller has not made any representations or warranties with respect to, and that Seller does not guarantee any responsibility to me for, the collectability or enforceability of this Agreement or the financial condition of any of us. Each of us has independently determined the collectability and enforceability of this Agreement. This Agreement is intended by Seller and me as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conflicts to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing. This Agreement benefits Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns.

(k) Defenses Against Assignee.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(l) TELEPHONE MONITORING AND CALLING: From time to time, I agree Seller or its assignee may monitor and record telephone calls regarding my account to assure the quality of service provided by Seller or its assignee. In order for Seller or its assignee to service my account or to collect any amounts I may owe, and subject to applicable law, I agree that Seller or its assignee may from time to time make calls and send text messages to me using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number I provided to Seller or its assignee in connection with my account, including a mobile telephone number that could result in charges to me.

ASSIGNMENT

Seller assigns all rights and interest in this Agreement, Obligations and Collateral to Assignee.

1. Warranties. Seller warrants:

(a) The Agreement is genuine and legally enforceable according to its terms; and no donee was a minor or incompetent when it was executed.

(b) All statements contained in the Agreement and the related purchase agreement and invoice delivered to Assignee are true and correct, contain no misrepresentation, and constitute the only agreement with respect to the Collateral; Seller has no notice of any matters not disclosed to Assignee which might impair any debtor's credit or equity in the Collateral; the disclosed cash downpayment and trade-in were actually received by Seller; Seller has not made and will not make any advance to debtor(s); Seller has no agreements with debtor to separately finance or impose finance charges on or reliance any pickup payment or to defer payment of a portion of the downpayment to a date later than due date of the second installment; and the amount of any factory or manufacturer rebates are accurately and separately described in the Agreement.

(c) The Agreement and transactions out of which it arose comply with applicable laws and regulations; Seller has performed or will perform all its obligations to debtor(s); and no debtor has, or has asserted, any defense, set-off or counterclaim to debtor's liability under the Agreement or the Obligations.

(d) At the time of sale Seller had full authority to sell the Collateral to debtor(s) free of any security interest or other encumbrance; and the Collateral has been delivered to and accepted by debtor(s) within 10 days of the Agreement date; Seller security interest created by the Agreement is the only security interest in or encumbrance on the Collateral.

(e) Within 10 days of delivery of the Collateral to debtor(s), Seller perfected or will perfect a first security interest in the Collateral.

(f) Seller has full authority to assign the Agreement to Assignee. Seller will in addition to the provisions of section 1(e) above take steps Assignee requests to perfect the security interest created by the Agreement and to designate Assignee as secured party of record; and Assignee's interest in the Agreement is not subordinate to any security interest or other encumbrance.

2. Authority of Assignee. Assignee may, without notice and without impairing Assignee's right against Seller, in the name of Seller or otherwise, take all actions and legal proceedings deemed advisable by Assignee with respect to the Agreement, the Obligations or the Collateral, including without limitation, modifying, extending or compromising any terms, discharging or releasing any parties liable or releasing any security.

3. Non-Liability of Assignee. Assignee has no duty to perfect any security interest in the Collateral, to enforce any rights of Seller or to preserve rights under the Agreement or the Obligations against prior parties.

4. Remedies of Assignee. If:

(a) Seller has executed this assignment under A below and if (i) any warranty of Seller is false or breached, or (ii) any claim is made that Assignee has not acquired the Agreement in good faith as defined in §422.402, Wis. Stats.; or

(b) Seller has executed this assignment under B below and if (i) any warranty of Seller is false or breached, or (ii) Assignee receives notice of a complaint, claim or defense of debtor against Seller or Assignee; or

(c) Seller has executed this assignment under C below and if (i) debtor fails to timely a payment when due, or to perform or notify/report of any other covenant in the Agreement or Obligations; or (ii) any warranty of Seller is false or breached, or (iii) Assignee receives notice of a complaint, claim or defense against Seller or Assignee;

then Seller shall, upon request of Assignee, pay the Assignee the full amount unpaid (less Assignee's unearned discount), plus expenses incurred by Assignee in attempting to collect or enforce the Agreement and this assignment (subject to provisions of any separate written agreement between Assignee and Seller respecting the purchase of the Agreements); and Seller indemnifies and agrees to defend and hold Assignee harmless from any loss, liability, penalty, claim, damage or expense (including reasonable attorneys' fees) claimed or incurred by reason thereof or claimed or incurred under section 5(d). Upon such payment Assignee will, at the request of Seller, reassign the Agreement to Seller without recourse or warranties whatsoever.

A. (Without recourse except as provided in 4(a) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

Dated _____

B. (Without recourse except as provided in 4(b) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

C. (With full recourse as provided in 4(c) above)

_____ (SEAL)

By _____
AUTHORIZED SIGNATURE

Santander Consumer USA
PO Box 961245
Fort Worth, TX 76161-1245
(888) 222-4227

Notice of Right to Cure

Date: 01/11/2012

ERIK ANDERSON
4500 S 124TH ST. APT 6
MILWAUKEE ,WI.53228

Re: Account No. 30000163340920001
Retail Installment Sale or Credit Sale Contract dated 10/12/2010
06//CHEVROLET // TRAILBLAZER // VIN- 1GNDS13S362294397

Dear ERIK ANDERSON,

:

Our records show that you are in default on the above-referenced Agreement in the amount described below under the AMOUNT NOW DUE, which is secured by the Vehicle. The reasons you are in default are:

☒ Nonpayment of amounts due

☐ _____
(Other default)

You may cure the default on or before the LAST DAY FOR PAYMENT (see below) by paying the AMOUNT NOW DUE (see below). 01/26/2012 is the LAST DAY FOR PAYMENT.

The AMOUNT NOW DUE includes:

06/13/2011	Late payment due	$198.25
07/13/2011	Late payment due	$499.75
08/13/2011	Late payment due	$499.75
09/13/2011	Late payment due	$499.75
10/13/2011	Late payment due	$499.75
11/13/2012	Late payment due	$499.75
12/13/2012	Late payment due	$499.75

Delinquency charges	$110.00
Deferral charges	
Other charges (_____)	$00.00

$3306.75 is the AMOUNT NOW DUE.

LTR520

EXHIBIT
B

If you pay the AMOUNT NOW DUE (see above) and cure the other default (see above) by the LAST DAY FOR PAYMENT (see above), you may continue under the Agreement as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to repossess the Vehicle and the right, in many instances, to hold you personally responsible for any difference between the amount the Vehicle brings in a sale and the balance due us under the Agreement.

If you have any questions regarding this notice, promptly call us at 888-222-4227 or write us at the address shown above.

Notice of Repossession of Motor Vehicle

This notice of repossession applies only if the collateral, or good subject to lease, is a motor vehicle, which includes your Vehicle (see above).

If you do not cure the default on or before LAST DAY FOR PAYMENT (see above), we may have the right to take possession of the motor vehicle that secures the credit transaction, or is subject to the lease, without further notice or court proceeding.

If you believe you are not in default, or you object to us taking possession of your Vehicle, you may notify us in writing, no later than 15 days from the date of this notice, and demand that we proceed in court. If we proceed in court, you may be required to pay court costs and attorneys' fees.

Sincerely,

Santander Consumer USA

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

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

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**

EXHIBIT

C

Santander
CONSUMER

P.O. BOX 961245
Fort Worth, TX 76161-1245

Account Number: 6334092 **Primary Name:** ERIK ANDERSON

Good Through	Total Payoff	Principal	Interest	Late Fees	Misc. Fees	
Mar 03, 2012	$19,614.60	$17,299.25	$2,205.35	$110.00	$0.00	

Effective Date	Amount	Principal	Interest	Late Fees	Misc. Fees	Principal Balance
Nov 25, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Oct 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Sep 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Aug 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jul 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jul 01, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jul 01, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jul 01, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Jun 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jun 24, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 24, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25

Miscellaneous fee payment Drive Collector - ACH						
Jun 24, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Jun 17, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH (no fee)						
Jun 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jun 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Jun 03, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Jun 03, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Jun 03, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
May 28, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
May 28, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
May 28, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
May 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Apr 24, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Mar 25, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH (no fee)						

Mar 18, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Mar 18, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 18, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Mar 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Mar 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Mar 04, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - ACH						
Mar 04, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - ACH						
Mar 04, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - ACH						
Feb 25, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 25, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 25, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Feb 18, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 18, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 18, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment						

Drive Collector - Visa						
Feb 11, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 11, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 11, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Feb 04, 2011	$-200.00	$0.00	$-200.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Feb 04, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Feb 04, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Jan 28, 2011	$-250.00	$0.00	$-250.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Visa						
Jan 28, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Visa						
Jan 28, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Visa						
Jan 26, 2011	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Jan 21, 2011	$-250.00	$0.00	$-250.00	$0.00	$0.00	$17,299.25
System allocated payment Drive Collector - Pinless Debit						
Jan 21, 2011	$-10.95	$0.00	$0.00	$0.00	$-10.95	$17,299.25
Miscellaneous fee payment Drive Collector - Pinless Debit						
Jan 21, 2011	$10.95	$0.00	$0.00	$0.00	$10.95	$17,299.25
Miscellaneous fee asessment Drive Collector - Pinless Debit						
Dec 26, 2010	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25
Late charge assessment System Generated Transaction						
Nov 26, 2010	$10.00	$0.00	$0.00	$10.00	$0.00	$17,299.25

Late charge assessment
System Generated Transaction

Exhibit C

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

SANTANDER CONSUMER USA, INC.

Plaintiff,

Case No. 12-SC-7550

ERIK W. ANDERSON,

Defendant.

FILED
SEP 13 2012
JOHN BARRETT
Clerk of Circuit Court
31 31

STIPULATION AND ORDER DISMISSING ACTION

It is hereby stipulated between the above-named parties that:

1) The replevin action seeking possession of a 2006 Chevrolet Trailblazer with VIN 1GNDS13S362294397 shall be dismissed;

2) Defendant shall make a lump sum payment to Plaintiff of $100.00 by October 1, 2012;

3) Defendant shall make an additional payment of $200 each month starting with the October 1, 2012 payment to go towards arrears in the amount of $6,945.00 until such arrears are paid in full;

4) Defendant shall make each monthly payment of $499.75 when due, beginning with the October 1, 2012 payment;

5) Plaintiff will accurately report the status of this credit account to all credit reporting bureaus; and

6) If Defendant fails to satisfy any of the requirements set forth above the Plaintiff, without notice to the Defendant, shall be entitled to file an Affidavit of Default with the Court, and the Court shall reopen this matter and grant a replevin judgment for possession of said vehicle plus statutory costs.

September 10, 2012

By: _____
Aaron J. Bernstein
Galanis, Pollack, Jacobs & Johnson, S.C.
Attorney for Plaintiff
Santander Consumer USA, Inc.

EXHIBIT
C

State Bar No. 1041422

September 10, 2012

By:_____

George S. Peek
Crivello Carlson, S.C.
Attorney for Defendant
Erik Anderson
State Bar No.:1041648

ORDER

Upon the annexed stipulation of the parties; for good cause shown; and the court being otherwise fully advised in the premises;

NOW, THEREFORE, IT IS ORDERED:

That this matter be and hereby is dismissed, without prejudice, and without further costs to either party, subject to the terms and conditions of the annexed stipulation, and the court further hereby approves and incorporates into this Order the annexed stipulation.

Dated this 13th day of September, 2012.

BY THE COURT

Circuit Court Judge or
Judicial Court Commissioner or
Deputy Court Clerk

CIRCUIT COURT MILWAUKEE CO WISCONSIN

Exhibit D

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

SANTANDER CONSUMER USA, INC.,

Plaintiff,

v.

ERIK W. ANDERSON, Case No. 12-SC-7550

Defendant.

AFFIDAVIT OF DEFAULT

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Aaron J. Bernstein, being first duly sworn, on oath deposes and states that:

1. A Stipulation and Order Dismissing Action was entered in the above-entitled action on 9/13/12; a copy of which is on file.

2. Defendant has defaulted on the terms of the Stipulation in that he has failed to as follows pay an additional $200 to each monthly payment starting with the July 13, 2012 payment until the account is current; and, failed to make each monthly payment of $499.75 when due.

3. As provided in the Stipulation and Order Dismissing Action, Plaintiff hereby requests the Court reopen this matter and grant a judgment of replevin for possession of one (1) 2006 Chevrolet Trailblazer with VIN #1GNDS13S362294397, plus statutory costs in the amount of $297.50.

Aaron J. Bernstein
State Bar No. 1041422

Subscribed and sworn to before me this 6th day of May, 2013.

Rachel B. Marek
Notary Public, State of Wisconsin
My commission expires: 11/13/16

RACHEL B. MAREK NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT D

Exhibit E

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

SANTANDER CONSUMER USA, INC.,

Plaintiff,

v.

Case No. 12-SC-7550
Small Claims 31003

ERIK W. ANDERSON,

Defendant(s).

JUDGMENT OF REPLEVIN

The above-entitled matter having come on for hearing and the Court being fully advised, and on the motion of Galanis, Pollack, Jacobs & Johnson, S.C., plaintiff's attorneys:

IT IS ORDERED AND ADJUDGED:

1. That plaintiff above-named is entitled to immediate possession of the following described collateral:

VEHICLE DESCRIPTION: 2006 Chevrolet Trailblazer
VEHICLE I.D. NO. : 1GNDS13S362294397

2. That defendant(s) voluntarily surrender said collateral to plaintiff.
3. That plaintiff, plaintiff's agents and employees shall have the right to repossession and recovery of said collateral from defendant(s) without a breach of the peace.
4. That if plaintiff cannot so repossess or recover possession of said collateral, it may apply to this Court for seizure by the Sheriff under Wisconsin Statutes, Chapter 815.
5. That plaintiff have judgment for possession against the defendant(s) and for the following amounts against the above-named defendant(s):

Filing Fees :	$ 99.00
Service Fees :	48.50
Attorney Fees :	150.00
TOTAL	$297.50

IT IS FURTHER ORDERED:

That defendant(s) shall keep and preserve the collateral from damage, refrain from selling, giving, abandoning, or otherwise disposing of said collateral.

Dated: March 29, 2012

BY THE COURT:

Circuit Court Judge,
Judicial Court Commissioner or
Deputy Clerk

5-9-13

EXHIBIT
E

EXHIBIT F

STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY

For Official Use

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)
Demandante: (Nombre [primero, segundo, apellido], domicilio, ciudad, estado, código postal)
Santander Consumer, USA
c/o Messerli & Kramer PA
3033 Campus DriveSuite 250
Plymouth, MN 55441

☐ See attached for additional plaintiffs.
Ver adjunto para otros demandantes

-vs- contra-

To: Defendant(s) : (Name [first, middle, last], Address, City, State, Zip
Para. Demandado(s): (Nombre [primero, segundo, apellido], domicilio, ciudad, estado, código postal)
ERIK ANDERSON

4500 S 124th St Apt 6
MILWAUKEE, WI 53228

☐ See attached for additional defendants.
Ver adjunto para otros demandados

1-25-15
9:20am

15SC001388

Summons and Complaint
Small Claims
Citaciones y Demandas
Reclamos de menor cuantía

Case No.
Número de caso

☒ Claim for money ($10,000 or less) 31001
Reclamo de dinero ($10,000 o menos)
☐ Return of property (replevin) 31003
Devolución de propiedad (Reivindicación de cosas muebles)
☐ Eviction Desalojo 31004
☐ Eviction due to foreclosure 31002
Desalojo por ejecución de hipoteca
☐ Arbitration award 31006
Sentencia de arbitraje
☐ Return of earnest money 31008
Devolución de seña
☐ Tort/Personal injury ($5,000 or less) 31010
Agravia/Daños Corporales ($5,000 o menos)

If you require reasonable accommodations due to a disability to participate in the court process, please call at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.
Si necesita ajustes razonables debido a una discapacidad para poder participar en el procedimiento judicial, sírvase llamar como mínimo 10 días laborales antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.

FILED AND AUTHENTICATED
SC JAN 20 2015 SC
JOHN BARRETT
Clerk of Circuit Court

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.
Este documento no sustituye el uso de un intérprete, ni los coloquios judiciales exigidos por la ley. Tampoco sustituye la responsabilidad del tribunal y los abogados de asegurarse de que las personas cuya comprensión del idioma inglés sea limitada entiendan por completo sus derechos y obligaciones.

SUMMONS CITACIÓN

To the Defendant(s): Para el/los demandado/s:
You are being sued as described below. If you wish to dispute this matter:
Le están demandando según lo indicado abajo. Si desea disputar este asunto:
☒ You must appear at the time and place stated.
Debe comparecer a la hora y en el lugar establecidos.
AND/OR (Clerk will circle one)
Y/O (El Actuario del juzgado marcará una)
☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.
Debe presentar una respuesta por escrito y proporcionar una copia al demandante o al abogado del demandante en la fecha y hora establecidas o con anterioridad a ellas.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.
Si no comparece ni responde, el demandante puede ganar esta causa y Y se puede dictar un fallo a favor de lo que el demandante esté solicitando.

When to Appear/File an Answer
Fecha para comparecer/ presentar una respuesta

Date Fecha	Time Hora
2/18/15	9:00am

Place to Appear/File an Answer
Lugar para comparecer/presentar una respuesta
Milwaukee County Courthouse
901 North Ninth St. Room 400
Milwaukee WI 53233

EXHIBIT
F

Clerk/Attorney Signature Firma del Actuario de Juzgado/Abogado

Date Summons Issued
Fecha de emision de la citación

Date Summons Mailed
Fecha en la que se envia la citación

RECEIVED JAN 29 2015

COMPLAINT DEMANDA

Plaintiff's Demand: Demanda del demandante:

The plaintiff states the following claim against the defendant(s):
El demandante realiza la siguiente demanda contra el/los demandado/s:

1. Plaintiff demands judgment for: *(Check as appropriate) El demandante exige un fallo por (Marcar lo que corresponda)*

☒ Claim for Money $9,704.60
Reclamo de dinero

☐ Tort/Personal injury $
Agravia/Daños Corporales

☐ Return of Earnest Money
Devolución de seña

☐ Eviction
Desalojo

☐ Eviction due to foreclosure
Desalojo por ejecución de hipoteca

☐ Return of property (replevin) (Describe property in 2 below)
Devolución de propiedad (Reivindicación de cosas muebles) (Describo los bienes en el punto 2 abajo)
(Not to include Wis. Stats. 425.205 actions to recover collateral.)
(Excluyendo las acciones en virtud de las leyes de Wisconsin 425 205 para la recuperación de bienes dados en garantía.)

☐ Confirmation, vacation, modification or correction of arbitration award.
Confirmación, anulación, modificación o corrección de sentencia arbitral.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Más intereses, costos, honorarios legales, de existir, y toda otra asistencia que el tribunal considera adecuada.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

Breve declaración de fechas y hechos (Si as una acción de desalojo y busca el resarcimiento de dinero, debe tambien indicar ese reclamo en este formulario)

☒ **See attached for additional information.** Provide copy of attachments for court and defendant(s).
Ver adjunto para información adicional. Proporcione copia de adjunto para el tribunal y el/los demandado/s.

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.
Verificación: Declaro bajo juramento que la demanda precedente es verdadera, excepto con respecto a aquellos asuntos basados en información y creencia: y en cuanto a esos asuntos, creo que son verdaderos.

I am: ☐ plaintiff. ☒ attorney for the plaintiff
Soy: demandante abogado del demandante

Signature of Plaintiff or Attorney Firma del demandante o abogado ▶	Date Fecha JAN 0 9 2015	Attorney's State Bar Number Número de inscripción del abogado en el Colegio de Abogados #1012362, #1045459, #1021194, #1096194, #1083227, #1093942, #1066378
Plaintiff's/Attorney's Telephone Number Teléfono del demandante/abogado 800-795-4205	Law Firm and Address Bufete de abogados y domicilio **MESSERLI & KRAMER PA** William C. Hicks Brian A. Chou James E. Kachelski Gina C. Ziegelbauer Patrick D. Newman Jillian N. Walker Bradley R. Armstrong	3033 Campus Drive, Ste. 250 Plymouth, MN 55441

State of Minnesota
Estado de Minnesota
County of Hennepin
Condado de Hennepin
This instrument was affirmed by affiant in my presence
on JAN 0 9 2015
Suscrito y jurado ante mí

Ginger Murray
Notary Public/Court Officia
Notario Público, Funcionario del tribunal

Name Printed or Typed
Nombre escrito en letra de molde o a máquina
My commission/term expires:
Mi commission/mandato vence

GINGER A. MURRAY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019

GINGER A. MURRAY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019

Santander Consumer, USA, by its attorneys, for its Complaint, states and alleges that:

1. Plaintiff is qualified to do business in the State of Wisconsin and is actively engaged in the business of retail financing of motor vehicle purchases.

2. On or about October 12, 2010, Defendant(s) entered into a contract, (hereinafter referred to as the "Contract") secured by a 2006 Chevrolet Trailblazer, a true and correct copy of which is attached hereto as Exhibit A.

3. Plaintiff was assigned the rights of Seller and first secured party under the Contract.

4. Defendant(s) agreed to pay monthly installments of $499.75 commencing on November 15, 2010 and continuing each month thereafter for the duration of the Contract.

5. Defendant(s) is/are in default for failing to make the required payments pursuant to the Contract as they came due on two or more occasions within a twelve month period.

6. Plaintiff sent Defendant a notice of right to cure.

7. Defendant did not cure the default.

8. By reason of the default, Plaintiff exercised its right of acceleration under the Contract and declared the outstanding balance due and owing.

9. Plaintiff regained possession of the motor vehicle and, pursuant to applicable law, sold it in a commercially reasonable manner.

10. Plaintiff applied the proceeds of the commercially reasonable sale, which totaled $6,000.00, to the Contract balance owed by Defendant(s).

11. After applying the sale proceeds to the unpaid Contract balance of $19,792.60, plus allowable expenses of disposition and late charges of $758.50, there is a principal balance due and owing in the amount of $9,704.60.

12. As a consequence of Defendant(s)' default, and as of the date hereof, Defendant(s) owe(s) Plaintiff the principal sum of $9,704.60,

WHEREFORE, Plaintiff demands judgment against Defendant(s) for the principal sum of $9,704.60, and thereafter post judgment interest, and Plaintiffs costs, disbursements, and fees pursuant to Wisconsin Statute §814.04.

MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE AND SECURITY AGREEMENT

1. CREDIT SALE AGREEMENT

Goods Sold and Credit Request. I purchased from the undersigned seller ("Seller") at the price and on the terms of a separate purchase agreement the following goods, and I acknowledge receipt of them, in satisfactory condition. I request that the sale be financed on the terms of this Agreement and agree that all terms and conditions of the purchase agreement, other than financial terms and conditions, survive the execution of this Agreement. I agree to pay to Seller the Amount Financed shown on the Right plus interest, according to the Payment Schedule shown below. This Agreement bears interest at the rate of 27.99 % per year on the unpaid balance until the scheduled date of the first installment and after that date at the delayed rate of 27.99 % per year until paid. I agree to pay the Late Charge shown below. I also agree to pay a charge of $ 15.00 as permitted under §422.202(1)(g), Wis. Stats., for each check presented for payment under this Agreement which is returned unsatisfied. Payments shall be applied (to the extent not prohibited by the Wisconsin Consumer Act) in such order as Seller elects to charge and amounts due under this Agreement. Amounts disclosed in Sections 2 and 3 are computed on the assumption that all installments will be paid when due.

P16595

Year of Model	Make	No. Cyl.	Name-Trade Name	Vehicle Style (Pickup, Van, Convertible)	Model	Serial Number or Identification Number
Used	2006	6	CHEVROLET	4 DR.	TRAILBLAZER	1GNDS13S362294397

If applicable, title or to be titled in name of Erik H. Anderson

2. ITEMIZATION OF AMOUNT FINANCED AND OTHER CHARGES

		Paid in Cash Not Financed	Being Financed
(a)	Cash Price		$ 15684.99
(b)	Trade-in: (1) Year ____ Make ____ Model ____ Allowance $ -0- - Lien/Lease Payoff $ -0- Owes to ____ Net Positive Trade-in Value of $ -0-		
	Trade-in: (2) Year ____ Make ____ Model ____ Allowance $ -0- - Lien/Lease Payoff $ -0- Owes to ____ Net Positive Trade-in Value of $ -0-		
	Net Positive Trade-in Value (1) plus (2) of		(b) $ -0-
(c)	Total Cash Received $ 2150.00 (includes factory or distributor rebate of $ -0-)		(c) $ 2150.00
(d)	Downpayment: Cash $ 2150.00 + Net Positive Trade-in Value $ -0- = Total Downpayment of		(d) $ 2150.00
(e)	Amount paid to Seller (a - d)		(e) $ 13534.99
(f)	Amounts paid to others on my behalf which are being financed:		
	(1) To public officials for: Sales Tax	$ N/A	$ 998.35
	Filing Fees (Mortgage and Release of Lien)	$ N/A	$ 18.00
	Title Application, Transfer & Registration	$ N/A	$ 164.00
	(2) To property insurance company for coverages checked (below actual cash value): ☐ $ N/A Deductible Comprehensive; ☐ $ N/A Deductible Collision; ☐ Fire, Theft and Combined Additional Coverage	$ N/A	$ -0-
	(3) To holding insurance company	$ N/A	$ -0-
	(4) To	$ N/A	$ -0-
	(5) To [illegible]	$ N/A	$ 7000.00
	(6) To [illegible] (Contract for computing credit insurance premium a + E1) through (f5) N/A	$ N/A	$ 640.00
	(7) To credit life insurance company	$ N/A	$ -0-
	(8) To credit accident and sickness insurance company	$ N/A	$ -0-
	*Total Amount Paid to Others which is Being Financed (Seller may be retaining a portion of this amount)		(f) $ 7764.35
(g)	Amount Financed (e + f)		(g) $ 17298.35
(h)	Finance Charge		(h) $ 18682.75
(i)	Total of Payments (g + h)		(i) $ 35987.00
(j)	Total Sale Price (d + i)		(j) $ 38137.00

3. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including my downpayment of $ 2150.00.
27.99 %	$ 18682.75	$ 17298.35	$ 35987.00	$ 38137.00

(*) means an estimate

My Payments Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
	$	
72	$ 499.73	November 18, 2010 and the same day of each month thereafter.
N/A	N/A	N/A

Security. I am giving a security interest in the goods being purchased.

Late Charge. If a payment (other than the first payment) is not paid on or before the 10th day after its due date, I may be charged $ 10.00 or 5.00 % of the unpaid amount, whichever is less.

Prepayment. If I pay ahead of schedule, I will not have to pay a penalty.

I should see my contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

4. SECURITY AGREEMENT

I grant to Seller a security interest in the goods described above, and all accessories to and proceeds of such goods ("Collateral"). The Collateral secures performance of all my obligations in this Agreement and all extensions, modifications and renewals of them ("Obligations").

5. COVENANTS

(a) Ownership and Purpose. Acting alone, I may grant a security interest in the Collateral. The Obligations under this Agreement are incurred and the Collateral is acquired primarily for personal, family or household purposes.

(b) Title. Vehicle will be titled in Wisconsin ☐ titled in ____ ☐ not titled.

(c) Location. The Collateral will be kept at the address below Section 7 or if not, at N/A (and the address) N/A (City or County) (State). Such address shall not be changed without providing at least 30 days prior written notice of the change to Seller, but I warrant that the Collateral, wherever located, is covered by this Agreement.

(d) Marital Information. For Wisconsin resident only: I am ☐ married ☐ unmarried ☐ legally separated. If I am married and my spouse is not signing below, the name of my spouse is N/A and my spouse resides at ☐ the address shown below Section 7 or at ☐ N/A.

(e) Marital Purpose. If I am a married Wisconsin resident, the obligation evidenced by this Agreement is being incurred in the interest of my marriage or family.

X [signature] (Buyer)

(f) Name and Address. My legal name is as set forth below Section 7. The address of my principal residence is as set forth below Section 7. I will not change my legal name or address without providing at least 30 days prior written notice of the change to Seller.

(g) Additional Covenants. I shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

6. INSURANCE

(a) CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST. I want the insurance in the amount shown below for the term of the Agreement for N/A months, whichever is least, subject to terms and conditions of separate policy or certificate of insurance.

Credit Life Insurance $ N/A — X ____ (Insured) — X ____ (Date of Birth)

Credit Accident & Sickness Insurance $ N/A — X ____ (Insured) — X ____ (Date of Birth)

(b) I MAY OBTAIN PROPERTY AND LIABILITY INSURANCE FROM ANYONE I WANT THAT IS REASONABLY ACCEPTABLE TO SELLER. If I get the insurance from Seller, I will pay $ N/A for estimated term of N/A months.

(c) WARNING: Unless an amount appears on the 9)Ob of Section 2, insurance coverage hereunder is not public liability insurance and does not protect the owner of the vehicle from liability for damages resulting from Purchaser's use of the vehicle.

(d) DEBT CANCELLATION COVERAGE, SPECIFICALLY CALLED GUARANTEED AUTOMOBILE PROTECTION ("GAP"), IS NOT REQUIRED TO OBTAIN CREDIT AND GAP WILL NOT BE PROVIDED UNLESS I ELECT SUCH COVERAGE AND SIGN AND AGREE TO PAY THE ADDITIONAL COST. I elect GAP and agree to pay the cost shown below for the original term of the Agreement for 72 months, whichever is least, subject to terms and conditions of the separate GAP contract or description of coverage. GAP coverage cost is $ 695.00.

I acknowledge receipt of the description of GAP coverage separately provided to me.

X [signature] (Buyer) — X ____ (Buyer)

7. PERSONS BOUND

"I," "my," "me" and "mine" includes each customer who signs this Agreement and our obligations are joint and several, except that ____ (Buyer) signs below solely to grant a security interest in the Collateral. This Agreement binds Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns. This Agreement includes the Additional Provisions on the reverse side. I have received a completed copy of this Agreement.

The Annual Percentage Rate may be negotiable with Seller. Seller may assign this Agreement and retain its right to receive a part of the Finance Charge.

NOTICE TO CUSTOMER	(a) DO NOT SIGN THIS BEFORE YOU READ THE WORDS ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF FINANCE CHARGE.

Dated October 12, 2010

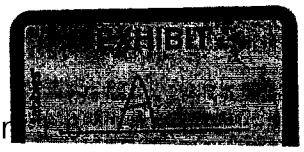
Seller: Kenosha Auto Mall (SEAL) By [signature] Authorized Signature — X [signature] (Buyer) (SEAL)

Seller's address: 3585 South 27th Street — Erik H. Anderson 3536-2197-8461-85 — X ____ (Buyer) (SEAL)

Milwaukee, WI 53221 — Lienholder (Assignee): P.O. Box 25128 — The Assignee Bank, N.A. (Assignee's) — 1555 S 71st St Milwaukee WI 53214 — Customer's Address — (If different than above)

*Type or print name signed above.

PART 1 - ORIGINAL BANK COPY



8. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. I shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests prior in right to those of Seller, defend it against all claims and legal proceedings by persons other than Seller; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise transfer or dispose of it or permit it to become a fixture or accession to other goods except as specifically authorized in this Agreement or in writing by the Seller; and not permit it to be used in violation of any applicable law, ordinance or policy of insurance, the violation of which could result in loss or damage to any Collateral or impairment of the insurance on it. Loss of or damage to the Collateral shall not relieve me from any of the Obligations.

(b) Insurance. If the Collateral is of a value of $500 or more, and the amount financed (excluding all insurance charges) is $500 or more, I shall keep all Collateral and Seller's interest in it, insured for all risks of physical damage to or loss of the Collateral throughout the term of this Agreement and any renewals, extensions or modifications of it under policies with such provisions, for such amounts not more than the value of the Collateral or the aggregate outstanding balance of the Obligations, whichever is less) and by such insurers as shall be reasonably satisfactory to Seller from time to time. I shall furnish satisfactory evidence of such insurance to Seller. Subject to Seller's satisfaction, I am free to select the insurance agent or insurer through which such insurance is obtained by me. I assign and direct any insurer to pay to Seller the proceeds of all such insurance and any premium refund and authorize Seller to endorse in my name any instrument for such proceeds or refund and, at the option of Seller, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to me. Seller is authorized, in my name or otherwise, to make, adjust and/or settle claims under any such insurance financed by Seller and any insurance on the Collateral. I agree that the accuracy of an exemplar of an exemplar signature given by me, or a copy thereof, by the Wisconsin Consumer Act, shall suffice to keep any required signature on the Collateral. Seller may purchase such insurance for me. Such insurance may be acquired by Seller solely to protect the interest of Seller (and will not cover any equity in the Collateral), and my obligation to repay Seller shall be in accordance with Section 8(c).

(c) Inspection of Collateral. Seller is authorized to examine the Collateral whenever located at any reasonable time or times; and I shall assist in making any such examination.

(d) Maintenance of Security Interests. To the extent not prohibited by law, I shall pay all expenses and, upon request, deliver any documents and take any action reasonably deemed advisable by Seller to preserve the Collateral or to establish, enhance, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Seller's interest in it or rights under this Agreement. I authorize Seller to file Uniform Commercial Code financing statements describing the Collateral and amendments to such financing statements and notify any such financing statement or amendment that prior to the date of this Agreement.

(e) Authority of Seller to Perform for Me. Seller may perform or cause to be performed any of my duties set forth in this Agreement with respect to preserving or insuring the Collateral, including without limitation signing my name or paying any amount so declared, if I fail to perform any of such duties after the written notice to me and a reasonable opportunity for me to perform, if any, required by law. The costs of Seller's performances shall be one of the Obligations secured by this Agreement, shall be payable by me upon demand and shall bear interest from the date of expenditure by Seller to the date of payment by me at the default rate described on the front of this Agreement.

(f) Ability to Pay. I shall not take any action or permit any event to occur which materially impairs my ability to pay any of the Obligations when due. Such events may include, without limitation, the bankruptcy, the death, dissolution or any liability of the Obligations after, changes marital status or dissolution or becomes employed or the subject of bankruptcy or other insolvency proceedings.

(g) Default. Upon the occurrence of any one or more of the following Events of Default:

(1) Nonpayment. (a) if the original balance exceeds payments 2 months or less, to have outstanding an amount exceeding one full payment which has been delinquent for more than 10 days after the due date or the failure to pay any two or less payments within 30 days after its due date; (b) if the original balance exceeds payments is more than 2 months, to have all or any part of any scheduled payment which has remained unpaid for more than 60 days after its due date; or (c) the failure to pay any scheduled payment within 60 days after its due date;

(2) Nonperformance. I fail to observe or perform any of my other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection of Seller's right in any Collateral, or materially impairs my ability to pay any of the Obligations when due; or

(3) False Statements. I make a material false statement in any credit application to Seller that precedes this Agreement.

Seller shall have all of the rights and remedies of a secured party provided by applicable law and this Agreement. With respect to such rights and remedies:

(1) Acceleration. Each Obligation becomes due on Event of Default. Acceleration shall, at the option of Seller and without further notice or demand, become immediately payable without notice to me and an opportunity to cure is required by Sec. 425, Wis. Stats., and, in that event, each Obligation shall become payable if such default is not cured (if provided in that section, within 15 calendar days after mailing of such notice to me;

(2) Repossession. Unless the Collateral is exempted from Attachment under §425.205(2), Wis. Stats., determined under §425.207(2), Wis. Stats., or Seller has performed its right to take possession of the Collateral consisting of a motor vehicle under §425.209(1)(d), Wis. Stats., I have a right to a court hearing on the issue of default before any repossession of any Collateral, but by surrendering the Collateral, I waive such right.

(3) Assembling Collateral. After Seller has the right to possession of Collateral, Seller may require me to assemble the Collateral and to make it available to Seller at a place designated by Seller which is reasonably appropriate to both parties;

(7) Notice of Disposition. Notice, when required by law, mailed to me at least 10 calendar days (counting the day of mailing) before the date of a proposed disposition of the Collateral is reasonable notice;

(8) Expenses and Application of Proceeds. Seller may recover from me and the Obligations all reasonable expenses incurred in repossessing, possession, holding, preparing for resale and disposing of the Collateral. However, Seller has no obligation to prepare the Collateral for sale or to the extent prohibited by the Wisconsin Consumer Act. After deduction of such expenses, Seller must apply the proceeds of disposition to the Obligations in such order and amounts as it elects to the extent permitted by the Wisconsin Consumer Act; and

(9) Waiver. Seller may waive any default without waiving any other subsequent or prior default by me.

(h) Partial Prepayments. Partial prepayments shall be applied by Seller at its discretion to the payment of unpaid principal owed on this Agreement at the time of the partial prepayment and all remaining scheduled payments due under this Agreement shall continue to be paid when due, unless I instruct Seller or its assignee otherwise.

(i) Miscellaneous. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin, except that recovery of Collateral and/or its proceeds by the law of the state in which the Collateral is located at the time of recovery to the extent authorized by §421.205(1), Wis. Stats. All terms not otherwise defined here the meanings assigned to them by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act. All references in this Agreement to provisions of the Wisconsin Statutes are to those sections as they may be amended from time to time. Unless otherwise required by the Wisconsin Consumer Act, Military, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions.

(j) Miscellaneous. Without affecting my liability under this Agreement, Seller may, without notice, grant extensions or accelerations, accept partial payments, release or waive any security interest or lien in collateral security for the Obligations or agree not to sue any party liable on this Agreement. Presentment, protest, demand and notice of dishonor are waived. I acknowledge that Seller has not made any representations or warranties with respect to, and that Seller does not assume any responsibility in fact or, the collectability or enforceability of this Agreement or the financial condition of any of us. Each of us has independently determined the advisability and enforceability of this Agreement. This Agreement is intended by Seller and me as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing. This Agreement binds Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns.

(k) Defenses Against Assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(l) TELEPHONE MONITORING AND CALLING: From time to time, I agree Seller or its assignee may monitor and record telephone calls regarding my account to assure the quality of service provided by Seller or its assignee. In order for Seller or its assignee to service my account or to collect any amounts I owe, and subject to restrictions law, I agree that Seller or its assignee may from time to time make calls and send text messages to me using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number I provide to Seller or its assignee in connection with my account, including a mobile telephone number that could result in charges to me.

ASSIGNMENT

Seller assigns all rights and interest in this Agreement, Obligations and Collateral to Assignee.

A. Warranties. Seller warrants:

(a) The Agreement is genuine and legally enforceable according to its terms, and no debtor was a minor or incompetent when it was executed.

(b) All statements contained in the Agreement and the related purchase agreement and invoice delivered to Assignee are true and correct, contain no misrepresentations, and constitute the entire agreement with respect to the Collateral. Seller has no notice of any matters not disclosed to Assignee which might impair any debtor's credit or equity in the Collateral; the declared cash downpayment and trade-in were actually received by Seller; Seller has not made any will not make any advance to accelerate; Seller has no agreement with debtor to especially finance or impose finance charges on or refinance any policy payment or to defer anything right portion of the downpayment to a date later than due date of the second installment; and the amount of any factory or manufacturer rebates are accurately and separately disclosed in the Agreement.

(c) The Agreement and transactions out of which it arises comply with applicable local and federal laws; Seller has authorized or will perform all its obligations or duties(s); and no debtor has, or has asserted, any defense, set-off or counterclaim to debtor's liability under the Agreement or the Obligations.

(d) At the time of sale Seller had full authority to sell the Collateral or debtor(s) free of any security interest or other encumbrances; and the Collateral has been delivered to and accepted by debtor(s) within 10 days of the Agreement date; and the security interest created by the Agreement is the only security interest in or encumbrance on the Collateral.

(e) Within 10 days of delivery of the Collateral to debtor(s), Seller perfected or will perfect a first priority interest in the Collateral.

(f) Seller has full authority to assign the Agreement to Assignee; Seller will in addition to the provisions of section 1(e) above take steps Assignee requests to protect the security interest created by the Agreement and to designate Assignee as secured party of record; and Assignee's interest in the Agreement is not subordinate in any security interest or other encumbrance.

2. Authority of Assignee. Assignee may, without notice and without impairing Assignee's right against Seller, in the name of Seller or otherwise, take all actions and legal proceedings deemed advisable by Assignee with respect to the Agreement, the Obligations or the Collateral, including without limitation, modifying, extending or compromising any terms, discharging or releasing any person liable or assigning any security.

3. Non-Liability of Assignee. Assignee has no duty to protect any security interest in the Collateral, to enforce any rights of Seller or to preserve rights under the Agreement or the Obligations against other parties.

4. Remedies of Assignee. If:

(a) Seller has executed this assignment under A below and if (i) any warranty of Seller is false or breached, or (ii) any claim is made that Assignee has not acquired the Agreement in good faith as defined in §402.403, Wis. Stats., or

(b) Seller has executed this assignment under B below and if (i) any warranty of Seller is false or breached, or (ii) Assignee receives notice of a complaint, claim or defense of debtor against Seller or Assignee; or

(c) Seller has executed this assignment under C below and if (i) debtor fails to make a payment when due, or to perform or notify/breach of any other covenant or duty Agreement or Obligations, or (ii) any warranty of Seller is false or breached, or (iii) Assignee receives notice of a complaint, claim or defense against Seller or Assignee,

then Seller shall, upon request of Assignee, pay the Assignee the full amount owed from Assignee's unpaid charges, plus expenses incurred by Assignee in endeavoring to collect or enforce the Agreement and this assignment (subject to provisions of any separate written agreement between Assignee and Seller respecting the purchase of the Agreements); and Seller indemnifies and agrees to defend and hold Assignee harmless from any loss, liability, penalty, claim, damage or expense (including reasonable attorneys' fees) claimed or asserted by reason thereof or claimed or asserted under section 6(b). Upon such payment Assignee will, at the request of Seller, reassign the Agreements to Seller without recourse or warranties whatsoever.

A. (Without recourse except as provided in 4(a) above)

$T
00.00

(SEAL)

By _____
AUTHORIZED SIGNATURE

Dated _____

B. (Without recourse except as provided in 4(b) above)

(SEAL)

By _____
AUTHORIZED SIGNATURE

C. (With recourse as provided in 4(c) above)

(SEAL)

By _____
AUTHORIZED SIGNATURE

STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY

For Official Use

Plaintiff / Petitioner: Santander Consumer, USA

-vs-

Defendant / Respondent: Erik Anderson

Affidavit of Nonmilitary Service

Case No.

I, the undersigned, being first duly sworn on oath, say that:

1. I am the ☐ plaintiff/petitioner or ☒ plaintiff's/petitioner's attorney in this case.
2. This affidavit is made for the purpose of obtaining a default judgment against the above named defendant/respondent.
3. I believe the defendant/respondent is not on active military duty at this time because (choose one):
   - ☐ I know the defendant/respondent personally and s/he has never given any indication that s/he is in service with the United States military or National Guard.
   - ☐ I contacted the defendant/respondent, who informed me on (Date) _____ that s/he is not on active duty at this time.
   - ☐ I see the defendant/respondent regularly and therefore believe s/he is not on active duty at this time.
   - ☐ Other personal knowledge: _____

☐ 4. I obtained a certificate from the United States Department of Defense website showing that the defendant/respondent ☐ **is** ☐ **is not** on active duty status. This certificate is attached.

☒ 5. I have attempted to determine military status but do not have sufficient information. I have no reason to believe s/he is on active duty at this time. Describe efforts made: I obtained a certificate from the United States Department of Defense website showing that the defendant/respondent **is not** on active duty status.

State of Minnesota

County of Hennepin

Subscribed and sworn to before me on JAN 0 9 2015

Ginger Murray

Notary Public/Court Official

Name Printed or Typed

My commission/term expires: _____

GINGER A. MURRAY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019

Plaintiff/Petitioner (Do not sign until you are under oath)

Name Printed or Typed of Plaintiff/Petitioner

Jillian N Walker

Plaintiff's/Petitioner's Attorney

Name Printed or Typed of Plaintiff's/Petitioner's Attorney

JAN 0 9 2015

Date

GINGER A. MURRAY
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019

Exhibit G

STATE OF WISCONSIN

SMALL CLAIMS COURT MILWAUKEE COUNTY BRANCH 34

SANTANDER CONSUMER USA,

Plaintiff,

-vs-

ERIK ANDERSON,

Defendant.

TRANSCRIPT OF:
SUMMARY JUDGMENT HEARING
(Electronically-Recorded)

CASE NO.: 2015S1388

JUNE 10, 2015

MILWAUKEE, WISCONSIN
MILWAUKEE COURTHOUSE

BEFORE:

THE HONORABLE GLENN YAMAHIRO -- CIRCUIT COURT JUDGE

ATTORNEYS:

JAMES KACHELSKI Attorney at Law, appeared on behalf of the plaintiff.

ATTORNEY PEEK, Attorney at Law, appeared on behalf of the defendant, who appeared in person.

FRANCINE L. O'CLAIRE, RPR

TRANSCRIBER

TRANSCRIPT OF PROCEEDINGS

(Whereupon proceedings were commenced at 9:19 a.m.)

THE CLERK: 15SC1388, Santander Consumer USA versus Erik Anderson.

Appearances.

ATTORNEY KACHELSKI: Attorney Jim Kachelski of Messerli & Kramer for the plaintiff.

ATTORNEY PEEK: Good morning, Judge. Attorney George Peek of Crivello, Carlson appears on behalf of Mr. Anderson.

Mr. Anderson intended to be here today. We understood that call was scheduled for 9:45. I'm present ready to argue, and if the Court's inclined to go ahead and take us, we're ready to go.

THE COURT: I don't know why anybody would come down here that didn't have to on a day like this.

ATTORNEY KACHELSKI: Is that permission to leave, Judge?

THE COURT: Sure. You may want to in a minute.

ATTORNEY KACHELSKI: I don't know.

THE COURT: Are we going to have further argument?

ATTORNEY KACHELSKI: I thought that's what we were contemplating. Is that not the contemplation of the

Court?

THE COURT: That's fine if you want to do that.

ATTORNEY KACHELSKI: Okay.

THE COURT: You're the moving party, right?

ATTORNEY PEEK: Yeah, very good, Judge.

THE COURT: Go ahead.

ATTORNEY PEEK: Very briefly. I know Your Honor's had a chance to review the briefing and, as you know, our position is that both the doctrines of claim and issue preclusion apply to this case.

I'm not going to belabor why that is for claim preclusion. We know that the only element of that cause of action or that doctrine that's challenged by the plaintiff is the identity of causes of action.

It's anticipated that Santander will argue that the, in quote, right to a cause of action for a deficiency judgment that wasn't accrued yet at the time of either the dismissal of the 11 action or the 12 action by stipulation and ultimate order.

However, we agree that it's there, it's paragraphs nine and ten in both the 2011 complaint and the 2012 complaint, firmly set the basis for that deficient judgment going so far as to estimate the amount it will be after the vehicle was sold in a commercially reasonable manner; and, curiously, plaintiff doesn't even address the

issue preclusion doctrine arguments raised by defendant in this case, which as the Court knows, is a more narrow doctrine than the claim preclusion doctrine. So even arguendo if you were assuming that plaintiff was correct in its challenge to the identity of causes of action as to the claim preclusion, the issue of the deficiency judgment was firmly in place for both the 11 and the 12 actions and that issue is satisfied -- or that element is satisfied in two ways. First the 11 was dismissed outright. Second the 2012 was dismissed by the stipulation of the parties. Plaintiff had every right at every chance to reserve that right to a deficiency in the event there was a default that that stip and order in the 2012 action. They chose not to do so. It was a negotiated term of that stipulation and order.

And as the Court is aware from our briefing, that satisfies what we believe are all three elements of both the doctrines of claim preclusion and issue preclusion.

THE COURT: Mr. Kachelski?

ATTORNEY KACHELSKI: In such a simple small claim's matter, there's a lot going on. But I think it comes down to this. The thrust of defendant's summary judgment motion is that the deficiency complaint, the money judgment aspect of this, is precluded because it wasn't included in the -- in the replevin action.

So I don't buy all the arguments, but I think it's simpler than that. I think it would be precluded under the same circumstances as it would be precluded in any replevin action if it didn't include the deficiency portion.

And in Milwaukee County, standard practice, in fact, many of the court commissioners review it as a requirement, that can't be brought in the same complaint. It has a different case code. For instance, it requires a different filing fee. And there's an open question whether it can be brought in the same complaint. The fact remains it can be brought in a separate complaint.

Not only is that standard practice, but it's embodied in several statutes, the most directly is 425.205(1)(e).

I know the Court's read it, but it's worth repeating. Judgment in an -- in such an action, it's a replevin -- judgment in replevin, shall determine only the right to possession of the collateral -- dot, dot, dot -- but such judgment shall not bar any subsequent action for damages or deficiency to the extent permitted.

That tells me that at a minimum can be a separate action. And, curiously, the Defense repeatedly points to paragraph nine of the replevin complaint, and I don't want to misquote it, so I'm going to pull it out.

Paragraph nine says -- dot, dot, dot -- in the event the defendant fails to redeem the collateral plaintiff will have a cause of action against said defendant for its deficiency; and then there's an estimated computation so not only is it contemplated by the statutory structure, it's contemplated by the very complaint that the Defense points to as evidence that it should have been brought in the same complaint.

So the issue preclusion and claim preclusion there are other arguments, esoteric arguments, but the big picture item is that would only work if it worked in every replevin, which it clearly does not by statute and by the expressed allegations in the replevin complaint.

But there is a little more to this, Judge. The stipulation that occurred -- it was before my firm had it -- but it was to resolve the replevin action, there was an action replevin of the vehicle. The day before the summary judgment hearing, the parties agreed that defendant would pay the regular monthly fee, which is roughly $500, plus an additional 200 to go towards the arrears.

That was how the replevin action was dismissed. And defendant defaulted on that stipulation. Therefore, by the terms of the stipulation, the replevin action went forward with an affidavit of default or something similar;

and the car was further -- or the truck was repossessed. Once the repossession takes place, the terms of the stipulation are at an end. And the contract -- the obligations of the defendant under the contract are -- are now in play.

That's what the action for money is. It's -- It's the money owed on the contract. That's what this current action is by my firm.

It's for the deficiency amount. So it almost doesn't matter how we got to this point because they are separate actions. But even if this Court were to kind of look through and see how we got here, it's still -- the Defense's argument still doesn't hold water. Looking just at our action, it's based on a contract. It's a consumer buying a vehicle on credit. It's clearly a consumer credit transaction, and there's an amount that's still owed, even after the vehicle was sold and the proceeds were applied to the balance. That's the amount we've sued for. And I'm not trying to be flippant. I don't know that I quite see the Defense argument against that.

And for all of those reasons, I'd ask the Court to deny the summary judgment.

THE COURT: Anything further?

ATTORNEY PEEK: Yeah, Judge, just briefly. That drastically mischaracterizes the course of this action. I

was involved in the 2012 action, and the negotiation of that stipulation that resolved all issues in that case -- and, again, all issues in that case.

Those issues included the right to continue to have this contract in force so, Defense, vehemently disagrees that default on the stipulation terms puts the contract back in play.

There were very specific default rights under the default of that stipulation. Those are the only terms left in play. So the action on the contract here is something not to be flippant, but I don't understand because those are the only rights in candor reserved from themselves in the 2012 action.

Again, the Court knows that under the case law, the Michelle T. Crozier, 173 Wis.2d 681, the doctrine at issue preclusion is necessarily more narrow than the doctrine of claim preclusion.

So I argue on behalf of Defense that all elements of the complaint preclusion documents satisfy. But even if you accept that argument, the issue of deficiency, which is boldly and rightly set forth in paragraphs nine and ten, both complaints -- both the 11 and the 12 show that this issue is an issue that was cotemplated in both actions. It was resolved by the stipulation and order. That identity causes or issue is there. Defendant's

entitled to judgment as a matter of law.

ATTORNEY KACHELSKI: I don't mean to belabor this, but I'd like to respond.

THE COURT: Sure you do. Go ahead.

ATTORNEY KACHELSKI: The Defense is characterizing the -- the replevin action as disposing of all issues. It doesn't by its explicit terms.

THE COURT: I don't think that's what he said. I think he said is the settlement that was signed --

ATTORNEY KACHELSKI: Okay.

THE COURT: -- disposed of all issues.

ATTORNEY KACHELSKI: And the terms of that settlement don't address it at all because the only issue in that case was the replevin action.

In fact, the summons and complaint in that specifically said in the event of a replevin there may still be money owed.

That's the paragraph nine.

But there if -- if the Defense wants to point to this as a contract, stands alone and sort of separate from the statutes, I disagree with that for reasons already stated they want to do that, then there's not any consideration supporting the plaintiff's benefit of the bargain. Prior to signing that stipulation, the plaintiff had a right to the contractual -- to the money owed on the

contract.

The parties settled their differences and allowed him to pay. You can keep the car if you give us an extra 200 bucks a month. He defaulted on that.

So if -- If prior to signing that the plaintiff was entitled to the entire contract amount, but the moment it was signed they could only get the car back, there's -- there's nothing supporting the plaintiff's benefit under that bargain. They've lost the contractual right merely by signing that even though it was a default later and that -- and that means it's not a valid contract at least as far as the plaintiff's obligation.

I -- This Court should construe the contract as benefit by both sides, which is why the Court can't construe that as the plaintiff giving up the right to $9700.

THE COURT: Are we done?

ATTORNEY KACHELSKI: I am.

ATTORNEY PEEK: Judge, Mr. Kachelski raises a great point. There was consideration -- Unlike the case before this court, there were cross motions for summary judgment that were before Judge Noonan in the 2012 case.

The consideration was resolution of those motions and all issues in that case. Recall this is also -- The arguments for issue of claim preclusion in the 12 action

that were raised by defendant were based on the dismissal outright by the small claims court in the 2011 action.

So by that same token, I -- there was consideration that flowed. This resolved the issues and the claims as among both parties. That contract the plaintiff had the right to put whatever it wanted in it. They had the right by counsel to negotiate those terms, which it did. They're back to back. They get nothing more and so here we are.

ATTORNEY KACHELSKI: That would have been true if the stipulation was abided by, but there was a default on it. It's not operational. The end.

THE COURT: Are you Mr. Anderson?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Okay. Well, I could be wrong. But my reading of this and the briefs, I am going to apply the issue of issue preclusion. I believe it applies here.

I think all that would have needed to have been done in this stipulation was for the plaintiff to include one sentence indicating that they reserve the right to seek a deficiency upon a default of that agreement and, you know, may have been a more interesting issue had -- Now, I don't know -- Mr. Kachelski's made some representations about what the commissioner's believe is okay and not okay. I don't know about all that. I have

not -- did not hear the statutes cited that said says you cannot prohibiting you from including in your pleading request for deficiency upon default, and based on this record, it appears clear that in the 2012 case the parties were not told that could -- that that was a prohibit pleading. And I think the fact that it was included in the pleading and then not reserved upon the stipulation gives rise to the claim for issue preclusion.

If plaintiff had not even pled the deficiency in the original pleading, then we might be looking at a different situation here. But I think the fact that they have pled it in paragraphs nine and ten of the 2012 case and then settled the matter by stipulation without reserving any of those rights, I believe that's a basis to apply issue preclusion. So the Court will do so. This case is ordered dismissed.

ATTORNEY KACHELSKI: Judge, I understand the Court's ruling, but I think the Court kind of -- what you just said that we -- that we included in the pleading, the paragraphs the Court just referenced are specific reservation for an additional lawsuit.

It's not that we've included. It's that we excluded it. That's why I pointed to paragraph nine. It specifically excluded it.

THE COURT: Okay.

ATTORNEY PEEK: Thank you, Judge.

THE COURT: Good luck.

(Whereupon proceedings were concluded at 9:34 a.m.)

* * * *

STATE OF WISCONSIN)
) SS:
MILWAUKEE COUNTY)

I, FRANCINE L. O'CLAIRE, an official court reporter in and for the Circuit Court of Milwaukee County, do hereby certify that I have carefully transcribed from and compared the foregoing pages with the original electronic recording from said proceeding and that this transcript is true and correct to the best of my ability.

Dated at Milwaukee, Wisconsin, this 13th day of May, 2016.

_____
Francine L. O'Claire, RPR
Transcriber

Exhibit H

Wisconsin Circuit Court Access (WCCA)

Santander Consumer USA vs. Erik Anderson

Milwaukee County Case Number 2015SC001388

Filing Date	Case Type	Case Status
01-20-2015	Small Claims	Closed
Class Code Description	**Responsible Official**	
Sm Claim, Claim Under $ Limit	Small Claims Commissioner Court	

Parties

Party Type	Party Name	Party Status
Plaintiff	Santander Consumer USA	
Defendant	Anderson, Erik	

Party Details

Santander Consumer USA - Plaintiff

Date of Birth **Sex** **Race[1]**

Address **Address Updated On**

3033 Campus Drive Suite 250, c/o Messerli & Kramer PA, Plymouth, MN 55441 01-30-2015

Party Attorney(s)

Attorney Name	GAL	Entered
Walker, Jillian N	No	01-20-2015

Anderson, Erik - Defendant

Date of Birth **Sex** **Race[1]**

Address **Address Updated On**

4500 S 124th St Apt 6, Milwaukee, WI 53228 01-30-2015

---

[1] The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

[2] Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

Wisconsin Circuit Court Access (WCCA)

Santander Consumer USA vs. Erik Anderson

Milwaukee County Case Number 2015SC001388

Court Record Events

	Date	Event	Court Official	Court Reporter
1	06-10-2015	Dismissed	Yamahiro-34, Glenn H	
2	06-10-2015	Summary Judgment Hearing	Yamahiro-34, Glenn H	Digital Recording

Additional Text:

Plaintiff in court by Attorney James Kachelski. Defendant in court by Attorney Peek. Defendants motion for summary judgment argued. Court finds issue preclusion applies and orders case dismissed. kmw

3	05-20-2015	Affidavit of mailing		
4	05-18-2015	Response/reply		

Additional Text:

Erik W Andersons Reply Brief in Support of Motion for Summary Judgment. kmw

5	05-13-2015	Response/reply	Yamahiro-34, Glenn H	

Additional Text:

Plaintiff's Response to Defendant's Motion for Summary Judgment. Affidavit of Plaintiff's Attorney.

6	04-20-2015	Notice of motion, motion	Yamahiro-34, Glenn H	

Additional Text:

Defendant Erik W. Anderson's Notice of Motion and Motion for Summary Judgment. Defendant's Erik W. Anderson's Brief in Support of Motion for Summary Judgment. Affidavit of George S. Peek in Support of Defendant's Motion for Summary Judgment. bjz

7	04-01-2015	Notes		

Additional Text:

4/15 removed from calendar and scheduled for plaintiffs summary judgment motion on MAY 20, 2015, 9:30am room 400. kmw

8	04-01-2015	Letters/correspondence		

Additional Text:

dated 3/31/15 from atty Giegelbauer, filed. kmw

9	02-18-2015	Return date	Small Claims Commissioner Court	

Additional Text:

Plaintiff in court by Attorney. Defendant in court with Attorney. Case is adjourned to 4/15/15 @ 8:30a.m. for Further proceedings.

---

10 01-20-2015 Summons and Complaint - Smalls Claims

Exhibit I

P.O. Box 320006
Birmingham, AL 35222-1308

Current Creditor:	Santander Consumer USA
Product Group:	Santander Prime
Original Creditor:	Santander
Agency Identification #:	SAN47979
Account Balance:	$9,879.89
Date of Notice:	01/15/2016
Current Creditor Account #:	XXXXXXXXXXXXX1000

01/15/2016

88
**********AUTO**MIXED AADC 350
ERIK ANDERSON T54 P1
4500 S 124TH ST APT 6
MILWAUKEE, WI 53228-2483

Your account has been assigned to Professional Bureau of Collections of Maryland, Inc..

30% SETTLEMENT OFFER

We have been authorized by our client Santander Consumer USA to offer you an opportunity to pay less than the amount due. This settlement as offered shall be in the amount of 30% of the balance.

This settlement offer will expire unless we receive your payment of $2,963.97 due in our office on or before 01/29/2016.

If there are any questions on your account please contact our office at (916) 685-3399 or (800) 866-2528.

Please make your cashiers check or money order payable to PBC, and include the bottom portion of this letter with your payment.

Our office hours are: Monday - Thursday 7:00 am - 7:00 pm, Friday 7:00 am - 4:00 pm, Saturday 7:00 am - 11:00 am Pacific Time.

Professional Bureau of Collections of Maryland, Inc. 11050 Olson Drive, Suite 240, Rancho, CA 95670.

This notice is sent by a professional debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Mr. Erik Brechbill
Debt Collector

If you would like to make your payment online, go to www.pbccorp.com/modpay.asp

TO REMIT PAYMENT, SEPARATE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT TO OUR PAYMENT PROCESSING CENTER AT P.O BOX 4157, GREENWOOD VILLAGE, CO 80155.

Have you filed Bankruptcy ❑ Yes ❑ No
Case # _____ Discharge Date __/__/__
Please Note: If your current address differs from that shown above please indicate any changes below:

_____

_____

To receive email communications, provide your address below:

_____ @ _____

Dishonored checks are subject to fee unless prohibited by law or client.
Processing fees:3% for credit/debit cards or $5 for electronic checks unless prohibited by law or client.

IF PAYING BY VISA OR MASTERCARD, FILL OUT BELOW		
NAME AS IT APPEARS ON CREDIT CARD		
BILLING ADDRESS		
☐ VISA	☐ MASTERCARD	
CARD NUMBER	EXP.DATE	AMOUNT
SIGNATURE	PHONE # REQUIRED	

Current Creditor:	Santander Consumer USA
Product Group:	Santander Prime
Original Creditor:	Santander
Agency Identification #:	SAN47979
Account Balance:	$9,879.89
Date of Notice:	01/15/2016
Current Creditor Account #:	XXXXXXXXXXXXX1000
Agency Phone Number:	(800) 866-2528

ERIK ANDERSON
4500 S 124TH ST APT 6
MILWAUKEE, WI 53228-2483

Professional Bureau of Collections of Maryland, Inc.
PO Box 4157
Greenwood Village, CO 80155

Exhibit J

Received In Mail on Sat March 5 2016

Management Services Incorporated
Professional Collections & Recoveries Management
1.800.828.1110

Original Creditor: SANTANDER CONSUMER USA INC.
Acct# [redacted]1000
Current Creditor: SANTANDER CONSUMER USA INC.
NCB File# [redacted]6246
Balance : $9,879.89 as of 02-29-2016

Date: 02-29-2016

Dear Erik Anderson,

Your delinquent account has been referred to this office for collection.

You are directed to address all future correspondence and payments concerning this account to NCB Management Services, Inc.

Please use the enclosed self-addressed envelope and put your file number in the memo portion of your check to ensure proper credit to your account.

Sincerely,
NCB Management Services, Inc
800-828-1110

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is from a debt collector. The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.

Please see reverse side for important information.

Hours: Mon-Thur (9AM-9PM) Fri (9AM-6PM) Sat (9AM-1PM) Eastern Time
NCB Management Services, Inc. • PO Box 1099 • Langhorne, PA 19047

Please mail payment and the bottom portion in the enclosed self-addressed envelope to ensure proper credit.

For Payment and Correspondence:
NCB Management Services Inc.
PO Box 1099
Langhorne, PA 19047

ADDRESS SERVICE REQUESTED

8521 [redacted]6246NCBI01

Erik Anderson
NCB File# : [redacted]6246 - NCB Management Services, Inc.
Current Creditor: SANTANDER CONSUMER USA INC.
Original Creditor: SANTANDER CONSUMER USA INC.
Acct# : [redacted]1000
Balance : $9,879.89 as of 02-29-2016

Amount Of Payment Enclosed $_____

Erik Anderson
4500 S 124th St Apt 6
Milwaukee, WI 53228-2483

NCB Management Services, Inc.
PO Box 1099
Langhorne, PA 19047

JS 44 (Rev. 12/07)

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

ERIK W. ANDERSON

(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

SANTANDER CONSUMER USA, et al.

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) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☑ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 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, the Wisconsin Consumer Act and for injunctive relief

VII. REQUESTED IN COMPLAINT:

☑ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☑ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: January 3, 2017

SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ 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

ERIK W. ANDERSON *Plaintiff*	)	
v.	)	Civil Action No. 17-cv-12
SANTANDER CONSUMER USA, et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SANTANDER CONSUMER USA
8585 North Stemmons Freeway
1100N, Dallas, TX 75247

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are: John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-12

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons 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 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:

Print Save As... Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

ERIK W. ANDERSON *Plaintiff*	)	
v.	)	Civil Action No. 17-cv-12
SANTANDER CONSUMER USA, et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* PROFESSIONAL BUREAU OF COLLECTIONS OF MARYLAND, INC.
5295 DTC Parkway
Greenwood Village, CO 80111

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-12

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons 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 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:

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

ERIK W. ANDERSON *Plaintiff*	)	
v.	)	Civil Action No. 17-cv-12
SANTANDER CONSUMER USA, et al. *Defendant*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NCB Management Services, Inc.
c/o C T CORPORATION SYSTEM
8020 Excelsior Dr. Ste. 200
Madison, WI 53717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are: John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-12

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons 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 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:

Print Save As... Reset