

AARON ASSELIN and TROY NORTON,
Individually and on Behalf of All Others Similarly
Situating,

Plaintiffs,

v.

DOBBERSTEIN LAW FIRM, LLC,
BCG EQUITIES, LLC, and GUARDIAN
CREDIT UNION,

Defendants.

Case No.: 19-cv-9

CLASS ACTION COMPLAINT

Jury Trial Demanded

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

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

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

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

6. Each Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt allegedly arose from a consumer transaction that included agreements to defer payment.

7. Defendant Dobberstein Law Firm, LLC (“Dobberstein”) is a Wisconsin law firm with its principal offices located at 225 South Executive Drive, Suite 201, Brookfield, WI 53005.

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

9. Dobberstein is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes.

10. Dobberstein is a debt collector as defined in 15 U.S.C. § 1692a.

11. 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).

12. 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.”

13. Dobberstein is a debt collector as defined in Wis. Stat. § 427.103(3).

14. Defendant BCG Equities, LLC (“BCG”) is a domestic limited liability company with its principal office located at 225 South Executive Drive, Suite 201, Brookfield, WI 53005, which is the same address of the principal office of Dobberstein.

15. BCG is engaged in the business of collecting debts, in that it purchases and receives assignment of consumer debts that are in default at the time BCG acquires them.

16. BCG uses third-party debt collectors, including Dobberstein, to collect consumer debts originally owed to others and currently held by BCG. BCG, directly or indirectly, is a debt collector under this arrangement. 15 U.S.C. § 1692a(6).

17. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

18. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see, e.g., Tepper v. Amos Fin., LLC*, 898 F.3d 364, 371 (3d Cir. 2018) (“In sum, Amos may be one tough gazookus when it attempts to collect the defaulted debts it has purchased, but when its conduct crosses the lines prescribed by the FDCPA, it opens itself up to the Act’s penalties.”); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017); *Torres v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 49885, at *13-15 (N.D. Ill Mar.

27, 2018); *Hordgev. First Nat'l Collection Bureau, Inc.*, 2018 U.S. Dist. LEXIS 132435, at *12-13 (S.D. Tex. Aug. 7, 2018); *Meola v. Asset Recovery Solutions*, 2018 U.S. Dist. LEXIS 139101, at *13-18 (E.D.N.Y. Aug. 15, 2018).

19. Upon information and belief, the primary purpose of BCG's business, and BCG's principal purpose, is the collection of consumer debts.

20. Debt purchasers, including BCG, are also debt collectors as a matter of Wisconsin law. On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

21. Wis. Stat. § 427.103(3) defines debt collector:

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).

22. At a minimum, debt buyers like BCG engage in debt collection indirectly through their servicing agents, like Dobberstein. *See, e.g., Mitchell v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 206440 *16 (“[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,” and that “[d]ebt buyers don’t buy debts to use them as wallpaper, but to turn them into money”) (citing Pl.’s Reply Br.)).

23. BCG is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former consumer credit card account, originally owed to Guardian. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”).

24. The WCA’s debt collection chapter applies to all persons collecting, either directly or indirectly, consumer debts, including merchants collecting debts owed to themselves.

25. The Western District of Wisconsin has 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).

26. The Wisconsin Department of Financial Institutions (“DFI”) has likewise observed that merchants and creditors are “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfr.org/wca/business_guidance/creditors/debt_collection/.

27. In addition to mail and telephone communications, BCG also regularly uses Wisconsin courts in its debt collection activities. A general search on Wisconsin Circuit Court Access (“CCAP”) for “BCG Equities” returns at least 1,408 actions filed. Upon information and belief, all or almost all of these cases are collection actions against Wisconsin consumers.

28. BCG is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

29. A company meeting the definition of a “debt collector” (here, BCG) is vicariously liable for the actions of a second company collecting debts on its behalf (here, Dobberstein). *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

30. Defendant Guardian Credit Union (“Guardian”) is a credit union organized under the laws of the United States of America. Defendant Guardian is headquartered at 11220 W. Oklahoma Ave., Milwaukee, WI 53227.

31. With respect to Plaintiff and the class, Guardian is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts.

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

33. Guardian is a debt collector as defined in Wis. Stat. § 427.103(3).

FACTS

Facts Related to Plaintiff Asselin

34. On January 5, 2017, Guardian filed a small claims action in Milwaukee County Court, Case No. 2017SC000400 (the “Small Claims Action”) seeking a judgment against Plaintiff Asselin in the amount of \$5,213.33, exclusive of costs and fees. A copy of the complaint filed in the Small Claims Action is attached to this complaint as Exhibit A.

35. Upon information and belief, the alleged debt at issue in the Small Claims Action was incurred as the result of a personal loan, which was used exclusively for personal, family, or household purposes.

36. On January 24, 2017, Plaintiff Asselin and his wife, Jennifer Asselin, filed for protection under Chapter 7 of the U.S. Bankruptcy Code. 11 U.S.C. 701, *et seq.* A copy of Plaintiff’s Petition under file with the Bankruptcy Court of the Eastern District of Wisconsin is attached to this complaint as Exhibit B.

37. Guardian is among the creditors listed in Schedule F of Plaintiff Asselin’s Petition, Exhibit B. The Petition values the claim at \$5,224.00.

38. Upon information and belief, Guardian received notice of Plaintiff Asselin's bankruptcy from the United States Bankruptcy Court for the Eastern District of Wisconsin. The address listed for Guardian on Schedule F of Plaintiff's Petition, Exhibit B, is the address listed under the signature line of the operative complaint in the Small Claims Action filed by Maya Kamath, Guardian's in-house attorney, and the docket for Plaintiff's bankruptcy case does not include any entry indicating any failure to deliver notice at such address.

39. Nevertheless, Guardian and Attorney Kamath failed to dismiss the Small Claims Action which was currently pending against Plaintiff Asselin in Milwaukee County Court, and Guardian proceeded to be granted default judgment against Plaintiff in the amount of \$5,511.33 on February 2, 2017. *See* Wisconsin Circuit Court Access ("CCAP") (<https://wcca.wicourts.gov/caseDetail.html?caseNo=2017SC000400&countyNo=40&index=0>) (last visited November 28, 2018).

40. By continuing to pursue a default judgment against Plaintiff Asselin after he had filed for bankruptcy, Guardian violated the automatic stay imposed under the bankruptcy code and thus sought to collect a debt to which it was no longer legally entitled. *See* 11 U.S.C. § 306 (providing that the filing of a petition under bankruptcy code operates as a stay the commencement or continuation ... of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title).

41. On May 8, 2017, Plaintiff's debts were discharged pursuant an order of the U.S. Bankruptcy Court for the Eastern District of Wisconsin. A copy of the order is attached to this complaint as Exhibit C.

42. Upon information and belief, sometime between February 2, 2017 and October 11, 2018, Guardian transferred the default judgment that it illegally attained against Plaintiff Asselin in the Small Claims Action to BCG.

43. On or about January 26, 2018, Dobberstein mailed a debt collection letter to Plaintiff regarding the same alleged judgment debt, with a “Current Creditor” listed as “Bcg Equities, Llc” and an “Original Creditor” listed as “Guardian Credit Unio.” [sic] A copy of this letter is attached to this complaint as Exhibit D.

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

45. Upon information and belief, Exhibit D is a form debt collection letter used by Dobberstein to attempt to collect alleged debts.

46. Upon information and belief, Exhibit D is the first written communication Dobberstein mailed to Plaintiff Asselin regarding the alleged debt referenced in Exhibit D.

47. Exhibit D contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

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 after 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 and mail you a copy of such judgment or verification. If you request of 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 current creditor.

48. Exhibit D also includes the following representation:

Current Creditor: Bcg Equities, Llc
Original Creditor: Guardian Credit Unio

<u>LAST ACTIVITY</u>	<u>ACCOUNT NUMBER</u>	<u>BALANCE</u>
02/02/2017	██████5958	\$5952.78

49. Exhibit D thus represents that Plaintiff owed BCG a “BALANCE” of \$5,952.78.

50. By demanding payment for a debt that was discharged pursuant to an order of the United States Bankruptcy Court, Exhibit D demands payment for an amount that BCG and Dobberstein had no legal right to claim.

51. Furthermore, Exhibit D demands payment of an alleged debt with a “BALANCE” of \$5,952.78, an amount which is significantly greater than the \$5,511.33 originally awarded to Guardian pursuant to the default judgment it was granted against Plaintiff Asselin.

52. Upon information and belief the difference between the amount demanded by Exhibit D and the amount of the original judgment is the result of post-judgment interest, which Dobberstein and/or BCG were assessing at a rate of approximately 5.0% annually.

53. Exhibit D, however, fails to state that the debt is accruing interest.

54. On the face of Exhibit D, the unsophisticated consumer would be unable to tell that interest on the debt was accruing.

55. When the amount of the debt varies day to day, the debt collector should avoid confusion by including explanatory language in the letter. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000) (“As of the date of this letter, you owe \$ [the exact amount due]. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call 1-800-[phone number].”); *see also Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 949 (7th Cir. 2004); *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 565-66 (7th Cir. 2004).

56. No such explanatory language was used in Exhibit D.

57. In *Chuway v. Nat'l Action Fin. Servs., Inc.*, 362 F.3d 944, 949 (7th Cir. 2004), the Seventh Circuit made clear that the debt collector must use the safe harbor language in *Miller* or equivalent language, in cases where the debt collector is attempting to collect the listed balance plus the interest running on it or other charges. *See also Avila v. Riexinger & Assocs., LLC*, 817 F.3d 72 (2d Cir. 2016) (a collection notice violated 15 U.S.C. § 1692e by stating the “current balance” without providing notice that the amount is increasing due to accruing interest or other charges.); *Boucher v. Fin. Sys. of Green Bay*, No. 17-2308, 2018 U.S. App. LEXIS 1094 **12-14 (7th Cir. Jan. 17, 2018) (*Miller*, including its “accuracy requirement,” applies to claims brought under 15 U.S.C. § 1692e).

58. A court in this district recently held in a virtually identical scenario that when a debt collector is, in fact, collecting interest, the collector must use the *Miller* safe harbor or equivalent language, or risk misleading and confusing the unsophisticated consumer. *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 210895 at *17-20 (E.D. Wis. Dec. 22, 2017) (“State Collection’s letter undeniably does not contain any form of Miller’s safe harbor language. Because State Collection’s letter failed to inform the Spuhlers that interest was running on the amount owed, I find there is a triable issue of fact as to whether the collection letter is confusing or unclear on its face.”); *see also Synder v. Gordon*, 2012 U.S. Dist. LEXIS 120659, at *8-9 (W.D. Wash. Aug. 24, 2012); *Michaelek v. ARS Nat'l Sys., Inc.*, 2011 U.S. Dist. LEXIS 142976, at *4 (M.D. Penn. Dec. 13, 2011); *Dragon v. I.C. Sys.*, 483 F. Supp. 2d 198, 202-03 (D. Conn. 2007); *Lukawski v. Client Servs., Inc.*, 2013 U.S. Dist. LEXIS 124075, at *10-14 (M.D. Penn. Aug. 29, 2013).

59. Dobberstein's failure to include explanatory safe harbor language in Exhibit D is material because the unsophisticated consumer may pay the amount listed on Exhibit D, but the payment would not actually resolve the debt. The unsophisticated consumer would have no way of knowing if the debt was resolved because Exhibit D does not explain that the debt Dobberstein is collecting is subject to the accrual of interest.

60. Dobberstein's failure to include explanatory safe harbor language in Exhibit C is also material because whether the account is bearing interest would undoubtedly be a factor in the unsophisticated consumer's prioritization of the debt. *See Martin v. Trott Law, P.C.*, 265 F. Supp. 3d 731, 748 (E.D. Mich. July 12, 2017) ("An inherent danger posed by harassing or deceptive collection practices is that consumers will be pressed into making uninformed decisions about debt prioritization, which affects their daily lives.") (quoting *Gillie v. Law Office of Eric A. Jones, LLC*, 785 F.3d 1091, 1097 (6th Cir. 2015), *rev'd on other grounds*, *Sheriff v. Gillie*, 136 S. Ct. 1594 (2016)); *Lox v. CDA, Ltd.*, 689 F.3d 818, 827 (7th Cir. 2012) ("Whether or not this fact would have led Lox to alter his course of action, it would have undoubtedly been a factor in his decision-making process[.]"). The consumer may prioritize debts that are accruing interest over debts that are not.

61. Further, even assuming the creditor previously disclosed that the account would bear interest, the unsophisticated consumer is not expected to reference the creditor's documents to ameliorate any potential confusion. *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 566 (7th Cir. 2004) ("an unsophisticated consumer may have lost the bill and forgotten the amount of the debt completely"); *Lukawski*, 2013 U.S. Dist. LEXIS 124075, at *10, 11 (rejecting an argument that interest had been disclosed in a letter sent six weeks prior to the offending communication) ("the letter in question is deceptive in spite of the prior letter with the interest disclosure. . . .

These arguments, requesting that the letters be read together to place notice on Michalek of increasing balances, were made and rejected by the Court.”) (citing *Michalek*, 2011 U.S. Dist. LEXIS 142976, at *18-19).

62. Plaintiff Asselin was misled and confused by Exhibit D.

63. The unsophisticated consumer would be misled and confused by Exhibit D.

64. Plaintiff Asselin had to spend time and money to investigate Exhibit D and the possible consequences of responding to Exhibit D.

Facts Related to Plaintiff Norton

65. On or about January 19, 2018, Dobberstein mailed a debt collection letter to Plaintiff Norton regarding an alleged debt owed to “MARINER FINANCE, LLC-GREENDA” [*sic*]. A copy of this letter is attached to this complaint as Exhibit E.

66. Upon information and belief, the alleged debt referenced in Exhibit E was incurred as the result of a personal loan from Mariner Finance, LLC (“Mariner”) used to finance the purchase of an automobile which was used for personal, family, and household purposes.

67. Upon information and belief, Exhibit E is a form letter, generated by computer, and with the information specific to Plaintiff Norton inserted by computer.

68. Upon information and belief, Exhibit E is a form debt collection letter used by Dobberstein to attempt to collect alleged debts.

69. Upon information and belief, Exhibit E is the first written communication Dobberstein mailed to Plaintiff Norton regarding the alleged debt referenced in Exhibit E.

70. Exhibit E contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

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 after 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 and mail you a copy of such judgment or verification. If you request of 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 current creditor.

71. Exhibit E also includes the following representation:

<u>Last Activity</u>	<u>Account Number</u>	<u>Creditor</u>	<u>Balance</u>
09/30/2017	██████4538	MARINER FINANCE, LLC-GREENDA	\$27991.71
		TOTAL DUE:	\$27991.71

72. Exhibit E thus represents that Plaintiff Norton owed Mariner a “Balance” of \$27,991.71.

73. Additionally, Exhibit E lists a “Last Activity Date” of September 30, 2017.

74. In the context of consumer financing, the phrase “Last Activity Date” generally denotes the most recent payment made on an account. *See, e.g., Slick v. Portfolio Recovery Associates., LLC*, 111 F. Supp. 3d 900, 903. (N.D. Ill June 30, 2015); *Moya v. Hocking*, 10 F. Supp. 2d 847, 850 (E.D. Mich. 1998).

75. The unsophisticated consumer would interpret the phrase “Last Activity Date” to reference the most recent payment made on an account.

76. Plaintiff Norton, however, did not make any payments pursuant to his alleged debt to Mariner or any other entity on or around September 30, 2017. Upon information and belief, the “Last Activity Date” listed by Exhibit E references a date associated with an alleged defaulted installment payment.

77. Indeed, on or around November 24, 2018, Mariner sent to Plaintiff a Notice of Right to Cure Default which listed September 30, 2017 as the date of a “Late Payment” contributing to

the total amount of the loan which was in default at the time the letter was sent. A copy of such notice is attached to the complaint as Exhibit F.

78. Exhibit E thus includes false, deceptive, and misleading representations regarding the date of the last payment Plaintiff made pursuant to his alleged debt owed to Mariner.

79. A false, deceptive, and misleading representation regarding the date of last payment is a material misrepresentation because it would impact the apparent legitimacy of the entity attempting to collect a consumer's alleged debt.

80. Moreover, a false, deceptive, and misleading representation regarding the date of last payment is a material misrepresentation because, under Wisconsin law, a payment restarts the statute of limitations. *Liberty Credit Servs. v. Quinn*, 276 Wis. 2d 826, 688 N.W.2d 768 (Ct. App. 2004) (“A partial payment on the contractual obligation made before the statute of limitations has run tolls the statute and sets it running from the date of payment.”).

81. A misrepresentation that a payment has been made misleads the consumer about the amount of time the debt remains valid and potentially, that the debt is valid when it is not. Under Wisconsin law, the expiration of the statute of limitations extinguishes the debt. Wis. Stat. § 893.05 (“**Relation of statute of limitations to right and remedy.** When the period within which an action may be commenced on a Wisconsin cause of action has expired, the right is extinguished as well as the remedy.”).

82. Plaintiff Norton was misled and confused by Exhibit E.

83. The unsophisticated consumer would be misled and confused by Exhibit E.

84. Plaintiff Norton had to spend time and money to investigate Exhibit E and the possible consequences of responding to Exhibit E.

The FDCPA

85. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp. Solutions*, 2018 U.S. Dist. LEXIS 50016, *12, 2018 WL 1513043 (E.D. Wis. March 27, 2018); *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress

established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *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).

86. 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”).

87. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

88. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

89. 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.”

90. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

91. 15 U.S.C. § 1692g states, in part:

a) Notice of debt; contents

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

(1) the amount of the debt;

92. The Seventh Circuit has held that initial collection letters must clearly state the amount of the debt. *Miller*, 214 F.3d at 876; *Chuway*, 362 F.3d at 949.

93. Failure to disclose that the account was accruing interest is ambiguous as to the amount and character of the debt. *See Spuhler*, 2017 U.S. Dist. LEXIS 210895, at *19-20 (triable issue of fact as to whether the collection letter is misleading under 15 U.S.C. §§ 1692e and 1692f).

94. Because there is a triable issue as to whether failure to disclose that the account was accruing interest is misleading as to the amount of the debt, it is necessarily confusing and ambiguous, and therefore violates 15 U.S.C. § 1692g(a)(1) as a matter of law. *See Pantoja v.*

Portfolio Recovery Assocs., LLC, 852 F.3d 679, 687 (7th Cir. 2017) (“When assessing whether a dunning letter violates the FDCPA, whether an unsophisticated consumer would find certain debt-collection language misleading is often a question of fact. . . . Where the FDCPA requires clarity, however, ambiguity itself can prove a violation.”).

The WCA

95. 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).

96. 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).

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

98. “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.

99. 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.

100. 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).

101. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. 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).

102. 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. Nuvel 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.*

103. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer or a person related to the customer with such frequency of at such unusual hours or in such a manner as can reasonably be expected to threaten or harass the customer.”

104. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

105. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, has found that “conduct which violates the Federal Fair

Debt Collection Practices Act” can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) (“Oppressive and deceptive practices prohibited.”).

COUNT I – FDCPA

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

107. Count I is brought on behalf of Plaintiff Asselin and against Defendants Dobberstein and BCG.

108. By demanding payment on a debt which had been discharged in bankruptcy, Exhibit D includes representations which are false, deceptive, and misleading as to the character and legal status of such debt.

109. By demanding payment on a debt which had been discharged in bankruptcy, Exhibit D seeks to collect amounts not permitted by law.

110. Defendants thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, and 1692f(1).

COUNT II - WCA

111. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

112. Count II is brought on behalf of Plaintiff Asselin and against Defendants Dobberstein and BCG.

113. By demanding payment on a debt which had been discharged in bankruptcy, Exhibit D claims a right with knowledge or reason to know such a right did not exist.

114. By demanding payment on a debt which had been discharged in bankruptcy, Exhibit D can be reasonably expected to threaten or harass a customer.

115. Defendants thereby violated Wis. Stat. §§ 427.104(g), 427.104(h), and 427.104(g).

COUNT III - WCA

116. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

117. Count III is brought on behalf of Plaintiff Asselin and against Defendant Guardian.

118. By pursuing a default judgment against Plaintiff Asselin after Plaintiff had filed for bankruptcy and subsequently selling such judgment, Guardian claimed a right with knowledge or reason to know such a right did not exist.

119. By pursuing a default judgment against Plaintiff Asselin after Plaintiff had filed for bankruptcy and subsequently selling such judgment, Guardian engaged in conduct that could reasonably be expected to threaten or harass a customer.

120. Defendants thereby violated Wis. Stat. §§ 427.104(h) and 427.104(g).

COUNT IV - FDCPA

121. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

122. Count IV is brought on behalf of Plaintiff Asselin and against Defendants Dobberstein and BCG.

123. By failing to disclose that the amount of Plaintiff Asselin's alleged debt was subject to the accrual of interest, Exhibit D fails to clearly disclose the amount of the debt and is false, deceptive, and misleading as to the amount, character, and legal status of such debt.

124. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, and 1692g(a)(1).

COUNT V – FDCPA

125. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

126. Count V is brought on behalf of Plaintiff Norton and against Defendant Dobberstein.

127. By listing the date of a defaulted installment payment under “LAST ACTIVITY,” Exhibit E is false, deceptive, and misleading as to the date of the most recent payment tendered on Plaintiff’s alleged debt.

128. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), and 1692e(10).

CLASS ALLEGATIONS

129. Plaintiffs bring this action on behalf of two classes.

130. Class I consists of: (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form of Exhibit D to the complaint in this action, (c) between January 2, 2018 and January 2, 2019, inclusive, (d) seeking to collect a debt, and/or judgment obtained pursuant to a debt, which was incurred for personal, family, or household purposes, and (e) attempting to collect a debt that was included in a bankruptcy petition or which had been discharged in bankruptcy, (f) and was not returned by the postal service. Plaintiff Asselin is the proposed class representative for Class I.

131. Class II consists of: (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter by Defendant in the form of Exhibit E to the complaint in this action, (c) seeking to collect an alleged debt which was incurred for personal, family, or household purposes, (d) which was included in a pending bankruptcy or discharged pursuant to bankruptcy, (e) in which the letter in the form of Exhibit C was mailed between January 2, 2018 and January 2, 2019,

inclusive, (f) and was not returned by the postal service. Plaintiff Norton is the proposed class representative for Class II.

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

133. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits D & E violate the FDCPA and WCA.

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

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

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

JURY DEMAND

137. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs 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 2, 2019

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

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)

Guardian Credit Union

11220 W Oklahoma Ave

West Allis, WI 53227

☐ 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)

Aaron Asselin

3319 E Mallory Avenue

Cudahy, WI 53110

☐ See attached for additional defendants

Ver adjunto para otros demandados

If you require reasonable accommodations due to a disability to participate in the court process, please call (414) 985-5757 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 hábiles antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.

SC JAN - 5 2017 SC

17SC0000400

☐ Amended Enmendado

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 señal

☐ Tort/Personal injury (\$5,000 or less) 31010

Agravio/Daños Corporales (\$5.000 o menos)

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:

Lo 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 se puede dictar un fallo a favor de lo que el demandante esté solicitando.

Clerk/Attorney Signature Firma del Actuario de Juzgado/Abogado

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

Date Fecha 2/2/2017 Time 9:00 a.m. Hora

Place to Appear/File an Answer
Lugar para comparecer/presentar una
respuesta

Milwaukee County Courthouse, Small Claims
Courtroom, Rm 400
901 N 9th Street
Milwaukee, WI 53233

Date Summons Issued Fecha de emisión de la citación
Date Summons Mailed Fecha en la que se envió la citación

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 \$ 5,213.33

Reclamo de dinero

☐ Tort/Personal injury \$ _____

Agravio/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) (Describe 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 considere 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 es una acción de desalojo y busca el resarcimiento de dinero, debe también indicar ese reclamo en este formulario)

See complaint attached.

☒ **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 creencias, y en cuanto a esos asuntos, creo que son verdaderos.

I am: ☐ plaintiff. ☒ attorney for the plaintiff.

Soy: *demandante. abogado del demandante.*

State of Wisconsin

Estado de

County of Milwaukee

Condado de

Subscribed and sworn to before me on 12/21/2016

Suscrito y jurado ante mí

Shannon Gorski
Notary Public/Court Official

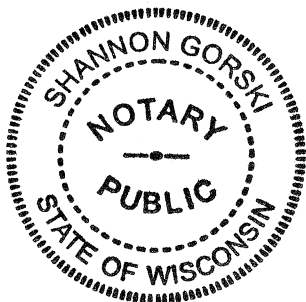
Notario Público, Funcionario del tribunal

Shannon Gorski
Name Printed or Typed

Nombre escrito en letra de molde o a máquina.

My commission/term expires: 10-14-19

Mi comisión/mandato vence:



Signature of Plaintiff or Attorney <i>Firma del demandante o abogado</i>	Date <i>Fecha</i> 12/21/2016	Attorney's State Bar Number <i>Número de inscripción del abogado en el Colegio de Abogados</i> 1096306
Plaintiff's/Attorney's Telephone Number <i>Teléfono del demandante/abogado</i> 414-546-7450 Ext. 2474	Law Firm and Address <i>Bufete de abogados y domicilio</i> Guardian Credit Union 7801 S Howell Avenue Oak Creek, WI 53154	

STATE OF WISCONSIN

CIRCUIT COURT
(Small Claims)

MILWAUKEE COUNTY

17SC0000400

Guardian Credit Union
11220 West Oklahoma Avenue
West Allis, WI 53227

Plaintiff,

Claim for Money
Case Code 31001

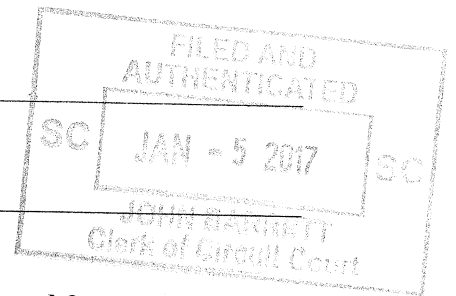
VS.

CASE NO.

Aaron Asselin
3319 E Mallory Avenue
Cudahy, WI 53110

Defendant.

COMPLAINT



The Plaintiff, Guardian Credit Union, by and through its attorney, Maya R. Kamath,
for a cause of action against the Defendant alleges as follows:

1. That the Plaintiff is a state chartered credit union existing under the laws of the State of Wisconsin with its principal office located at 11220 West Oklahoma Avenue, West Allis, Wisconsin 53227.
2. That the Defendant, Aaron Asselin, is an adult individual who, on information and belief, resides at 3319 E Mallory Avenue, Cudahy, Wisconsin 53110.
3. That heretofore on or about May 20, 2015, Defendant, Aaron Asselin, signed a Consumer Quick-Cash Loan Agreement ("Agreement") wherein Plaintiff provided a line of credit to Defendant with an approved maximum principal loan balance of \$5,000.00; that pursuant to the terms of said note and for value received, Defendant promised to make minimum monthly payments of the greater

of 1) \$15.00 or 2) 3.50% for each \$100.00 of the Principal Loan Balance as of the date of the most recent advance. Said amount was to be paid by the 27th of each month. A copy of said Agreement is attached hereto and made a part hereof as

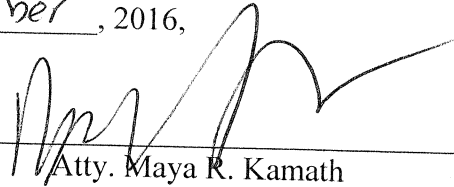
Exhibit A.

4. That pursuant to the terms of said Agreement, the Defendant shall be in default if Defendant fails to make payments when due on two occasions within any 12-month period.
5. The Defendant has breached the terms of payment required as contained in said Agreement (Exhibit A) and is now in default by failing to make more than one full payment due on July 27, 2016 and all payments thereafter.
6. That despite Defendant having been given Notice of Right to Cure Default with regard to this account, as shown by **Exhibit B**, which is attached hereto and incorporated by reference, Defendant failed to cure the default.
7. That there is now due and owed \$874.40 as of December 21, 2016. The principal and interest deficiency payments are broken down as follows: 7/27/16 = $(3.5\% \times \$4,996.50) = \174.88 ; 8/27/16 = \$174.88; 9/27/16 = \$174.88; 10/27/16 = \$174.88; 11/27/16 = \$174.88, totaling \$874.40 bring the account current, as shown in the Loan Payoff attached hereto and incorporated by reference as **Exhibit C** and the Transaction Summary attached hereto and incorporated by reference as **Exhibit D**.
8. That Plaintiff has elected to accelerate, and declare due, the entire balance which is broken down as follows: total principal due is \$4,996.50 and \$216.83 in interest, for a total payoff amount of \$5,213.33.

WHEREFORE, Plaintiff demands judgment against the Defendant, Aaron Asselin, in the amount of \$5,213.33, plus interest from December 21, 2016 at the rate of 8.250% APR or \$1.1294 per day, plus any statutory costs and disbursements and for such other relief as the Court may deem just and proper.

Dated this 21st day of December, 2016,

Signed



Atty. Maya R. Kamath
Guardian Credit Union
7801 S Howell Avenue
Oak Creek, WI 53154
(414) 546-7450 Ex. 2474
State Bar # 1096306

UNDER OATH I state that the above complaint is true, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

Attorney for Plaintiff,

By: _____

Atty. Maya R. Kamath
State Bar # 1096306

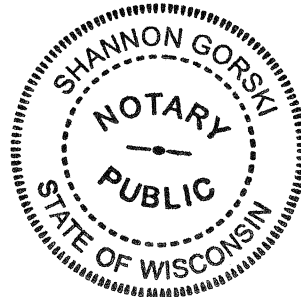
STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 21st day of December, 2016, the above named Maya R. Kamath to me known to be the person who executed the foregoing instrument and acknowledged the same.

Shannon Gorski

Notary Public, State of Wisconsin

My Commission expires: 10-14-19



THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY OF THE UNDERLYING DEBT, THIS COMMUNICATION SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO HOLD YOU PERSONALLY LIABLE FOR THE DEBT.

CONSUMER KW. H LOAN AGREEMENT, AND
FEDERAL TRUTH-IN-LENDING DISCLOSURES

Account Number 00000033

Maximum Principal Loan Balance Approved: \$ 5,000.00

Borrower(s) AARON L ASSELIN

Credit Union Guardian Credit Union

Address 11220 W Oklahoma Ave

Address 3319 E Mallory Avenue

City, State, Zip Code West Allis, WI 53227

City, State, Zip Code Cudahy WI 53110-22

For purposes of this Agreement, "you", "your" and "Borrower" refer to each and all of those who have signed the Agreement. "We", "our" and "us" refer to the Credit Union.

[1] Advances. Pursuant to the terms of this agreement, we may from time to time advance funds to you. Each advance of funds shall constitute a Kwik-Cash Loan (referred to as "Loan" or "Loans" below). You agree that the total of all Loans from us to you will not, at any given point in time, exceed the Maximum Principal Loan Balance specified above. However, in the event you exceed the Maximum Balance, you remain responsible for payment.

[2] Your Agreement to Pay. You agree to pay to the Credit Union, or to its order, the full amount loaned to you pursuant to this Agreement, together with an interest charge on the Principal Loan Balance, as defined in [3], at the rate stated in [3], and additional charges and fees as specified in [6]. You further agree to make payments in the amounts and on the dates specified in [6].

[3] Interest Charges. [] A portion of the INTEREST CHARGE is computed and charged each day by applying the Daily Periodic Rate of 0.02192% (corresponding ANNUAL PERCENTAGE RATE: 8.000%) to the Principal Loan Balance. The Principal Loan Balance is determined by taking the beginning balance of the account each day, adding any new Loans, fees, and charges, and subtracting any payments, credits, and unpaid interest or Finance Charges. This means that the interest charge begins to accrue on each Loan made under this Agreement on the day the Loan is posted to the account.

[4] Daily Periodic Rate. Those subsections checked are applicable to this Agreement.

(a) ☐ The Daily Periodic Rate and the Annual Percentage Rate disclosed in [3] above is a non-variable rate.

(b) ☒ The Daily Periodic Rate and the Annual Percentage Rate disclosed in [3] above is a variable rate subject to change on the 1st day of the month following borrowers signature date (see date below) and thereafter on the 1st day of each month.

The Annual Percentage Rate is based on the value of an index plus a margin of 4.750 percentage points. The index is the highest rate of interest identified as the "Prime Rate" in the "Money Rates" section of the Wall Street Journal. If required by law we will provide you with notice of any interest rate change. To determine the Annual Percentage Rate that will apply to my account, you add the margin percentage points to the value of the index. An increase or decrease in the Daily Periodic Rate and the Annual Percentage Rate will result in a corresponding increase or decrease in the number of payments that must be made to repay the outstanding balance.

(c) ☐ The Daily Periodic Rate and Annual Percentage Rate disclosed in [3] above is a variable rate subject to change under the terms of the Variable Interest Rate Addendum executed on the date of this note and incorporated herein by reference.

[5] Minimum Monthly Payment. The minimum monthly payment shall be the greater of (1) \$ 15.00 or (2) \$ 3.50% for each \$100 (and fraction thereof) of the Principal Loan Balance as of the date of the most recent advance, [] close of the billing cycle. You promise to make payment of at least the minimum monthly payment by the 27th day of each month. A minimum payment is required for each month in which there is a debit balance in your account and any additional amounts paid will reduce your balance but will not prepay any future minimum payments. Each payment will be applied first to the interest or Finance Charges then due, and the remainder will be applied to the Principal Loan Balance; any unpaid portion of the interest or Finance Charges will be paid by subsequent payments and not added to the Principal Loan Balance.

[6] Additional Charges and Fees. If checked below, unless prohibited by law, your account will be subject to the following additional charges and fees:

(A) ☐ A cash advance fee (Finance Charge) for each Loan made under the Agreement other than a Loan to cover an overdraft of a share draft account of:

☐ \$2.00 or 2% of the amount of the cash advance, whichever is greater, up to a maximum of \$5.00 per cash advance.
☐ \$2.00.

(B) ☒ A fee of \$ 10.00 in any billing cycle in which we do not receive at least the minimum payment within five (5) days of the due date specified in [5].

(C) ☐ A minimum INTEREST CHARGE (Finance Charge) of \$0.50 in any billing cycle in which the Principal Loan Balance on the last day of the billing cycle is less than \$33.34. In any billing cycle in which this charge is imposed, we will not impose the interest charge specified in [3] or the fee permitted in (B) above.

(D) ☒ A fee of \$ 15.00 for each share draft or check presented for payment on this loan which is returned unsatisfied because the drawer does not have an account with the drawee, does not have sufficient funds in his or her account or does not have sufficient credit with the drawee.

(E) ☐ A fee of \$ for each billing cycle in which, at any time during the billing cycle, the unpaid balance exceeds the Maximum Principal Loan Balance specified above.

(F) ☐

[7] Security Interest. This Agreement is secured by a security agreement covering:

- ☐ A Motor Vehicle
☐ the goods or property being purchased
☒ Your Signature

☐ If this box is checked, you hereby pledge as security for this Note all shares or deposits, not exceeding a total of \$, now or hereafter deposited by you in Account(s) # .

In the Credit Union. Any shares or deposits pledged may not be withdrawn until this Agreement is terminated and all amounts due under this Agreement have been paid.

IN ADDITION, IN THE EVENT OF DEFAULT, AND UPON NOTICE AND EXPIRATION OF ANY RIGHT TO CURE, IF REQUIRED BY WIS. STATS., SEC. 425.105, WE MAY SET OFF ANY AMOUNT OF THE UNPAID BALANCE OF THE AGREEMENT, INCLUDING INTEREST, COSTS AND EXPENSES, AGAINST ANY SHARES, DEPOSITS, SHARE CERTIFICATES (CERTIFICATES OF DEPOSIT), OR OTHER ACCOUNTS (EXCEPT SHARES, SHARE CERTIFICATES (CERTIFICATES OF DEPOSIT), DEPOSITS AND ACCOUNTS, THE INTEREST ON WHICH IS EXEMPT FROM FEDERAL INCOME TAX) NOW OR HEREAFTER HELD IN THE CREDIT UNION BY BORROWER AND AVAILABLE TO PAY OBLIGATIONS UNDER THE AGREEMENT.

To the extent not prohibited by Wis. Stat. §422.417 or other provision of the Wisconsin Consumer Act, this Agreement is also secured by all existing and future security agreements between the Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Agreement is not secured by a Borrower's dwelling.

[8] Conditions for Loan Advances, Prepayment, Termination. Kwik-Cash Loans shall be available to each Borrower upon individual request. We are authorized to accept your telephone request for a Kwik-Cash Loan.

A request by you shall authorize us to disburse from time to time, Kwik-Cash Loans up to the full amount of the line of credit established for you. If there is more than one Borrower, each of you shall be jointly and severally liable to us for all sums so disbursed even though one or more of you may receive no benefit therefrom.

We are not obligated to accept any request for a Kwik-Cash Loan. In addition we may refuse to grant a Kwik-Cash Loan under the following circumstances: 1) when the balance owing us under this Agreement after the loan is granted will exceed the Maximum Principal Loan Balance; 2) when a payment is past due on this or any other obligation owed to us.

The endorsement of our check issued to you pursuant to this Agreement or the deposit by us, upon request, of a Loan in a Credit Union account or an account held by you in another institution shall constitute your acceptance of a Loan made pursuant to this Agreement. Such endorsement or request and deposit shall constitute an acknowledgment by you that the funds provided were received by you pursuant to your request. A copy of any written request for a Loan will be furnished to you upon request with our check or within a reasonable time after the issuance of the check or making of the Loan.

You may prepay all or any part of your outstanding account balance without penalty. Your rights under this Agreement are not transferable or assignable. Either we or any of you may terminate this Agreement at any time by written notice to the other, but termination shall not affect your obligation to repay all sums borrowed pursuant hereto together with the interest charge and any other charges or fees.

If there is more than one Borrower, all promises, obligations, pledges, authorizations, waivers and liabilities under this Agreement shall be joint and several.

[9] Change of Terms. We reserve the right to reduce your Maximum Principal Loan Balance from time to time without affecting your obligation to pay the account balance. In addition, upon the request of all Borrowers, we may, at our option, increase the Maximum Principal Loan Balance of this Agreement without affecting your obligation to pay the account balance hereunder.

We may amend the terms of this Agreement at any time by sending you advance written notice at the address shown in our records. Your request for a Loan thereafter will constitute your agreement to the change. In the alternative, the advance written notice we send you may include information about how and when you may opt-out of one or more changes described in the notice. If you do not exercise an opt-out option that is offered, you will be deemed to have agreed to the changes to the Agreement. If you do exercise the opt-out option, we may terminate your Agreement, but you would be permitted to pay off any existing balance under the then existing terms. To the extent permitted by law, amendment of the Agreement may apply to existing balances as well as future transactions.

[10] Default. You shall not take any action or permit any event to occur, including the acts and occurrences set forth at (b) of this paragraph, which materially impairs your ability to pay the amounts due under this Note. Upon default, the entire outstanding balance of this Note shall, unless excused by our Board of Directors, become immediately due and payable, subject only to any right to cure default which you may have under Section 425.105 of the Wisconsin Statutes. A default shall be deemed to have occurred if (a) you fail to make payments when due on two occasions within any 12-month period, or (b) you fail to observe any other covenant of this Agreement or Note, you or your spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding, if such failure, act or occurrence materially impairs your ability to pay the amounts due under this Note. In addition, notwithstanding Sections 425.103 and 425.105 of the Wisconsin Statutes, in the event we receive a notice of termination of this Kwik-Cash Loan Account from the spouse of a Borrower pursuant to Section 786.565(5), Wisconsin Statutes, we may declare the entire outstanding balance of the Note immediately due and payable. In such event, we may exercise all of our rights under the Note consistent with applicable law. To the extent permitted by the Wisconsin Consumer Act, Borrower agrees to pay all reasonable costs incurred by the Credit Union in collecting amounts due under this Agreement. You hereby waive notice of acceleration, presentment for payment, demand, protest, and dishonor of the Note except to the extent notification is expressly required by applicable law.

[11] Waiver, Law Governing Agreement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right and may enforce that right at any time in the future without advance notice. This Agreement is governed by the Wisconsin Consumer Act and the laws of the state of Wisconsin, unless preempted by federal law. However, conduct, action or proceedings to recover collateral shall be governed by the law of the state where the collateral is located at the time of its recovery, subject to Section 421.201(5) Wis. Stat. All statutory references are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED BY US.
IF REQUESTED, IT WILL BE PROVIDED AT THE COST SET FORTH ON A SEPARATE CREDIT INSURANCE APPLICATION.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHT TO DISPUTE BILLING (STATEMENT) ERRORS.
EACH BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

Date signed 05/20/2015

Borrower AARON L ASSELIN

Borrower

WCUL (Rev. 6/10) 82033

CREDIT UNION - ORIGINAL

EXHIBIT A

YOUR BILLING RIGHTS: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at the address listed on your statement.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in questions.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.



NOTICE OF RIGHT TO CURE DEFAULT
(Required before legal action for collection is commenced.)
(Wisconsin Statutes 425.105)

AARON L ASSELIN
3319 E Mallory Avenue
Cudahy WI 53110

Please contact with your response:
Ed Taylor

Our records show you are in default on the following loan:

Account: ██████████3 Loan: 0002

☐ Real Estate ☐ Note ☐ Signature Loan
☐ Collateral: _____

Dated 06/07/2015 in the original amount of \$5,000.00 for the following reason(s):

☒ Non-payment of amounts due:
☐

You may cure the default(s) on or before by 09/29/2016

1) Paying:

Loan payment due:	07/27/2016	174.88
Loan payment due:	08/27/2016	174.88
Loan payment due:	09/27/2016	174.88
Loan payment due:		0.00
Loan payment due:		0.00
Loan payment due:		0.00
Delinquency:		0.00
Total:		524.64

Should any additional payments come due during the reinstatement period, those are payable in full also to cure the default.

This is an attempt to collect a debt. Any information obtained will be used solely for that purpose.

Doing the following: You have the right to a court hearing on the issue of default before any repossession of any collateral* but by surrendering the collateral you waive such right. You may initiate surrender by contacting the creditor and suggesting arrangements.

By: Ed Taylor

Dated: 09/14/2016

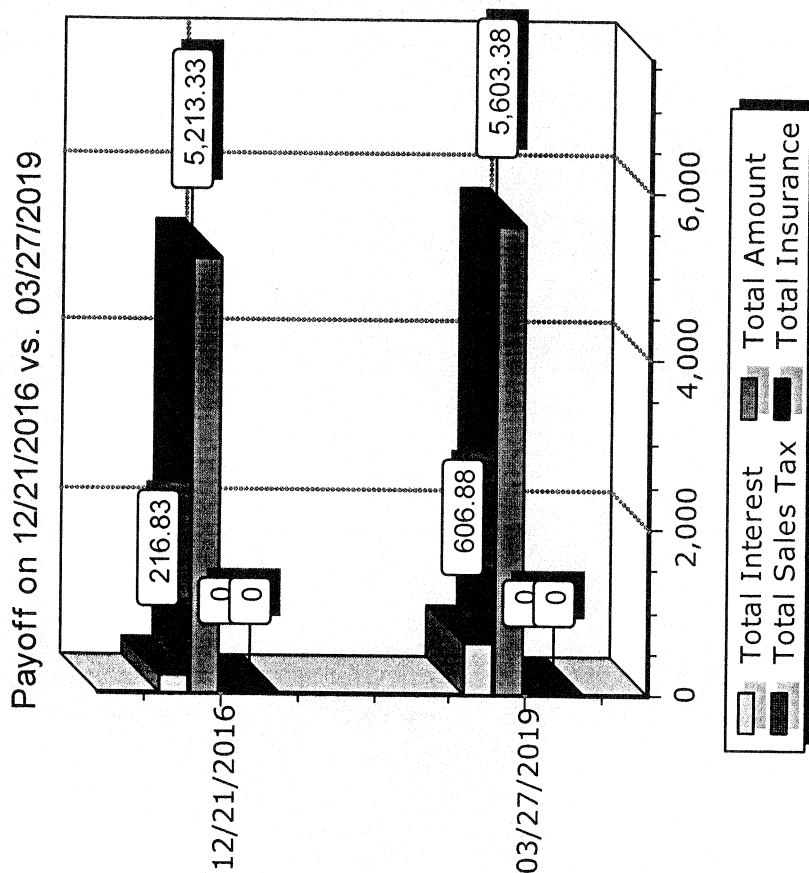
Collections Department • Guardian Credit Union

11220 W. Oklahoma Avenue, West Allis, WI 53227 • 414.546.7450 x2483

*as defined in Wis.Stat.425.202

A payment of \$5,213.33 is required to pay off this loan on 12/21/16.

Principal Balance: 4,996.50
Interest Type: Daily
Interest Rate: 8.250
Interest Due: 216.83
One Day's Interest: 1.1294
Due Date: 07/27/2016
Amount Past Due by Payoff Date: 874.40
Past Due Payment Count: 5
Late Charge Due: 0.00



3 ASSELIN, AARON L Loan 0002: GCU LOCAL LINE Transaction Summary

12/21/2016

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
06/12/2016	L 0002	06/12/2016	Ref. 353577848 Internet Transfer 06/12/16 16:54EST/EDT Kiosk Advanc...	150.00	150.00	0.00	0.00	4,996.50	To Share 0004	153.50
06/12/2016	L 0002	06/12/2016	Ref. 353577785 Internet Transfer 06/12/16 16:51EST/EDT Kiosk Transf...	175.00	-151.28	23.72	0.00	4,846.50	From Share 0001	2.22
05/22/2016	L 0002	05/22/2016	Ref. 352633643 Internet Transfer 05/22/16 14:43EST/EDT Kiosk Advanc...	135.00	135.00	0.00	0.00	4,997.78	To Share 0004	137.22
05/22/2016	L 0002	05/22/2016	Ref. 352633569 Internet Transfer 05/22/16 14:41EST/EDT Kiosk Transf...	170.00	-136.30	33.70	0.00	4,862.78	From Share 0002	0.92
04/28/2016	L 0002	04/28/2016	Ref. 351480178 Internet Transfer 04/28/16 09:40EST/EDT Kiosk Advanc...	145.00	145.00	0.00	0.00	4,999.08	To Share 0002	145.92
04/22/2016	L 0002	04/22/2016	Ref. 351220311 Internet Transfer 04/22/16 08:09EST/EDT Kiosk Transf...	169.00	-137.56	31.44	0.00	4,854.08	From Share 0002	8.36
03/30/2016	L 0002	03/30/2016	Ref. 350087654 Internet Transfer 03/30/16 14:58EST/EDT Kiosk Advanc...	90.00	90.00	0.00	0.00	4,991.64	To Share 0002	98.36
03/28/2016	L 0002	03/28/2016	Ref. 350014168 Internet Transfer 03/28/16 18:48EST/EDT Kiosk Advanc...	75.00	75.00	0.00	0.00	4,901.64	To Share 0002	173.36
03/25/2016	L 0002	03/25/2016	Ref. 349866347 Internet Transfer 03/25/16 09:04EST/EDT Kiosk Transf...	175.00	-143.54	31.46	0.00	4,826.64	From Share 0002	29.82
02/26/2016	L 0002	02/26/2016	Ref. 348399503 Internet Transfer 02/26/16 09:56EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,970.18	To Share 0002	129.82
02/26/2016	L 0002	02/26/2016	Ref. 348392159 Internet Transfer 02/26/16 09:06EST/EDT Kiosk Transf...	175.00	-129.79	45.21	0.00	4,870.18	From Share 0002	0.03
01/17/2016	L 0002	01/17/2016	Ref. 346391036 Internet Transfer 01/17/16 12:58EST/EDT Kiosk Advanc...	190.00	190.00	0.00	0.00	4,999.97	To Share 0002	190.03
01/01/2016	L 0002	01/01/2016	Ref. 346390985 Internet Transfer 01/17/16 12:56EST/EDT Kiosk Transf...	200.00	-166.90	33.10	0.00	4,809.97	From Share 0002	23.13
12/22/2015	L 0002	12/22/2015	% Rate change from 8.000% to 8.250% Ref. 345151758 Internet Transfer 12/22/15 15:53EST/EDT Kiosk Advanc...	200.00	200.00	0.00	0.00	4,976.87	To Share 0002	
			Ref. 344949457							

EXHIBIT D

03 ASSELIN, AARON L Loan 0002: GCU LOCAL LINE Transaction Summary 12/21/2016

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
12/18/2015	L 0002	12/18/2015	Internet Transfer 12/18/15 09:21EST/EDT Kiosk Transf...	180.00	-157.34	22.66	0.00	4,776.87	From Share 0002	65.79
			Ref. 343963802							
11/29/2015	L 0002	11/29/2015	Internet Transfer 11/29/15 09:03EST/EDT Kiosk Advanc...	125.00	125.00	0.00	0.00	4,934.21	To Share 0002	190.79
			Ref. 343870262							
11/27/2015	L 0002	11/27/2015	Internet Transfer 11/27/15 08:24EST/EDT Kiosk Transf...	170.00	-132.43	37.57	0.00	4,809.21	From Share 0002	58.36
			Ref. 342578322							
11/02/2015	L 0002	11/02/2015	Internet Transfer 11/02/15 10:13EST/EDT Kiosk Advanc...	125.00	125.00	0.00	0.00	4,941.64	To Share 0002	183.36
			Ref. 342207816							
10/27/2015	L 0002	10/27/2015	Internet Transfer 10/27/15 08:49EST/EDT Kiosk Advanc...	50.00	50.00	0.00	0.00	4,816.64	To Share 0002	233.36
			Ref. 342130483							
10/25/2015	L 0002	10/25/2015	Internet Transfer 10/25/15 13:54EST/EDT Kiosk Advanc...	50.00	50.00	0.00	0.00	4,766.64	To Share 0002	283.36
			Ref. 342019380							
10/23/2015	L 0002	10/23/2015	Internet Transfer 10/23/15 09:48EST/EDT Kiosk Transf...	300.00	-270.53	29.47	0.00	4,716.64	From Share 0002	12.83
			Ref. 341947426							
10/22/2015	L 0002	10/22/2015	Internet Transfer 10/22/15 10:17EST/EDT Kiosk Advanc...	80.00	80.00	0.00	0.00	4,987.17	To Share 0002	92.83
			Ref. 341853479							
10/20/2015	L 0002	10/20/2015	Internet Transfer 10/20/15 14:47EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,907.17	To Share 0002	192.83
			Ref. 340714078							
09/30/2015	L 0002	09/30/2015	Internet Transfer 09/30/15 14:36EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,807.17	To Share 0002	292.83
			Ref. 340485830							
09/25/2015	L 0002	09/25/2015	Internet Transfer 09/25/15 16:47EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,707.17	To Share 0002	392.83
			Ref. 340442594							
09/25/2015	L 0002	09/25/2015	Internet Transfer 09/25/15 09:29EST/EDT Kiosk Transf...	200.00	-177.99	22.01	0.00	4,607.17	From Share 0002	214.84
			Ref. 339417220							
09/05/2015	L 0002	09/05/2015	Internet Transfer 09/05/15 17:44EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,785.16	To Share 0002	314.84
			Ref. 339319918							
09/04/2015	L 0002	09/04/2015	Internet Transfer 09/04/15 08:54EST/EDT Kiosk Transf...	200.00	-179.28	20.72	0.00	4,685.16	From Share 0002	135.56
			Ref. 339011809							
08/30/2015	L 0002	08/30/2015	Internet Transfer 08/30/15 18:00EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,864.44	To Share 0002	235.56

03 ASSELIN, AARON L Loan 0002: GCU LOCAL LINE Transaction Summary

12/21/2016

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
08/26/2015	L 0002	08/26/2015	Ref. 338765929 Internet Transfer 08/26/15 08:59EST/EDT Kiosk Advanc...	100.00	100.00	0.00	0.00	4,764.44	To Share 0002	335.56
08/16/2015	L 0002	08/16/2015	Ref. 338261859 Internet Transfer 08/16/15 12:12EST/EDT Kiosk Advanc...	150.00	150.00	0.00	0.00	4,664.44	To Share 0002	485.56
08/15/2015	L 0002	08/15/2015	Ref. 338246433 Internet Transfer 08/15/15 20:42EST/EDT Kiosk Transf...	300.00	-277.15	22.85	0.00	4,514.44	From Share 0002	208.41
08/15/2015	L 0002	08/15/2015	Ref. 338234036 Internet Transfer 08/15/15 14:50EST/EDT Kiosk Advanc...	300.00	300.00	0.00	0.00	4,791.59	To Share 0002	508.41
08/03/2015	L 0002	08/03/2015	Ref. 337555257 Internet Transfer 08/03/15 16:20EST/EDT Kiosk Advanc...	150.00	150.00	0.00	0.00	4,491.59	To Share 0002	658.41
08/01/2015	L 0002	08/01/2015	Ref. 337425463 Internet Transfer 08/01/15 09:49EST/EDT Kiosk Advanc...	150.00	150.00	0.00	0.00	4,341.59	To Share 0002	808.41

Not all available transaction history is displayed here.

Exhibit B

Fill in this information to identify your case:

United States Bankruptcy Court for the:

EASTERN DISTRICT OF WISCONSIN

Case number (if known)

Chapter you are filing under:

☒ Chapter 7

☐ Chapter 11

☐ Chapter 12

☐ Chapter 13

☐ Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Aaron

First name

L

Middle name

Asselin

Last name and Suffix (Sr., Jr., II, III)

Jennifer

First name

A

Middle name

Asselin

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-5930

xxx-xx-7597

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

☒ I have not used any business name or EINs.

☒ I have not used any business name or EINs.

Include trade names and *doing business as* names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

**3319 E. Mallory Ave.
Cudahy, WI 53110**

Number, Street, City, State & ZIP Code

Milwaukee

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

If Debtor 2 lives at a different address:

Number, Street, City, State & ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing *this district* to file for bankruptcy

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Part 2: Tell the Court About Your Bankruptcy Case

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.
- ☒ Chapter 7
☐ Chapter 11
☐ Chapter 12
☐ Chapter 13
-
8. **How you will pay the fee** ☒ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.
-
9. **Have you filed for bankruptcy within the last 8 years?** ☒ No.
☐ Yes.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
-
10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?** ☒ No
☐ Yes.
- | | |
|-----------------------------|---------------------------|
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
| Case number, if known _____ | |
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
| Case number, if known _____ | |
-
11. **Do you rent your residence?** ☒ No. Go to line 12.
☐ Yes. Has your landlord obtained an eviction judgment against you and do you want to stay in your residence?
- ☐ No. Go to line 12.
- ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

☒ No. Go to Part 4.

☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

☒ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

☒ No.

☐ Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

- ☒ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- ☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ **I am not required to receive a briefing about credit counseling because of:**

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

- ☒ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- ☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ **I am not required to receive a briefing about credit counseling because of:**

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☐ No. Go to line 16b.
- ☒ Yes. Go to line 17.
- 16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- ☐ No. Go to line 16c.
- ☐ Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts
- _____

17. Are you filing under Chapter 7?
- ☐ No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?**
- ☒ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- ☒ No
- ☐ Yes

18. How many Creditors do you estimate that you owe?
- ☒ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000
- ☐ 50-99 ☐ 5001-10,000 ☐ 50,001-100,000
- ☐ 100-199 ☐ 10,001-25,000 ☐ More than 100,000
- ☐ 200-999
19. How much do you estimate your assets to be worth?
- ☐ \$0 - \$50,000 ☐ \$1,000,001 - \$10 million ☐ \$500,000,001 - \$1 billion
- ☐ \$50,001 - \$100,000 ☐ \$10,000,001 - \$50 million ☐ \$1,000,000,001 - \$10 billion
- ☒ \$100,001 - \$500,000 ☐ \$50,000,001 - \$100 million ☐ \$10,000,000,001 - \$50 billion
- ☐ \$500,001 - \$1 million ☐ \$100,000,001 - \$500 million ☐ More than \$50 billion
20. How much do you estimate your liabilities to be?
- ☐ \$0 - \$50,000 ☐ \$1,000,001 - \$10 million ☐ \$500,000,001 - \$1 billion
- ☐ \$50,001 - \$100,000 ☐ \$10,000,001 - \$50 million ☐ \$1,000,000,001 - \$10 billion
- ☒ \$100,001 - \$500,000 ☐ \$50,000,001 - \$100 million ☐ \$10,000,000,001 - \$50 billion
- ☐ \$500,001 - \$1 million ☐ \$100,000,001 - \$500 million ☐ More than \$50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Aaron L Asselin

Aaron L Asselin

Signature of Debtor 1

/s/ Jennifer A Asselin

Jennifer A Asselin

Signature of Debtor 2

Executed on **January 24, 2017**
MM / DD / YYYY

Executed on **January 24, 2017**
MM / DD / YYYY

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Mark A. Eldridge
Signature of Attorney for Debtor

Date **January 24, 2017**
MM / DD / YYYY

Mark A. Eldridge
Printed name

Southside Law Office
Firm name

3620 East Layton Avenue
Cudahy, WI 53110
Number, Street, City, State & ZIP Code

Contact phone **(414) 482-8000**

Email address **sademi@ademilaw.com**

1089944
Bar number & State

Fill in this information to identify your case:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2	Jennifer A Asselin		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF WISCONSIN		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)		
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$	165,500.00
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$	22,250.00
1c. Copy line 63, Total of all property on Schedule A/B.....	\$	187,750.00

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)		
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$	146,843.00
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)		
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i>	\$	0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i>	\$	34,246.00
Your total liabilities		\$ 181,089.00

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)		
Copy your combined monthly income from line 12 of <i>Schedule I</i>	\$	5,799.70
5. Schedule J: Your Expenses (Official Form 106J)		
Copy your monthly expenses from line 22c of <i>Schedule J</i>	\$	5,799.70

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- ☒ Yes
7. **What kind of debt do you have?**
- ☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- ☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$ **4,516.00**

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ 0.00
9d. Student loans. (Copy line 6f.)	\$ 9,309.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ 0.00
9g. Total. Add lines 9a through 9f.	\$ 9,309.00

Fill in this information to identify your case and this filing:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2	Jennifer A Asselin		
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: EASTERN DISTRICT OF WISCONSIN			
Case number _____			

☐ Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

3319 E. Mallory Ave.

Street address, if available, or other description

Cudahy WI 53110-0000

City State ZIP Code

Milwaukee

County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$117,000.00

Current value of the portion you own?

\$117,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entirety, or a life estate), if known.

Fee simple

☒ Check if this is community property (see instructions)

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

If you own or have more than one, list here:

1.2

2100 Wisconsin St.

Street address, if available, or other description

Friendship WI 53934-0000

City State ZIP Code

Adams

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☒ Other **Cottage**

Who has an interest in the property? Check one

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$48,500.00

Current value of the portion you own?

\$48,500.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

☒ **Check if this is community property**
(see instructions)

2. **Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>**

\$165,500.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

☐ No

☒ Yes

3.1 Make: **Chevrolet**

Model: **G20**

Year: **1989**

Approximate mileage: **100000**

Other information:

Who has an interest in the property? Check one

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$500.00

Current value of the portion you own?

\$500.00

3.2 Make: **Dodge**

Model: **Dakota**

Year: **2007**

Approximate mileage: **120000**

Other information:

Who has an interest in the property? Check one

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

\$5,600.00

Current value of the portion you own?

\$5,600.00

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

3.3 Make: **Chevrolet**
Model: **Impala**
Year: **1964**
Approximate mileage: _____
Other information: _____

Non-operational -- parts and equipment disassembled

Who has an interest in the property? Check one

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☒ Check if this is community property
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$2,000.00

\$2,000.00

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☐ No

☒ Yes

4.1 Make: **Polaris**
Model: **Sportsmen 700**
Year: **2001**

Other information: _____

Who has an interest in the property? Check one

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☒ Check if this is community property
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$2,000.00

\$2,000.00

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$10,100.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe.....

Two stoves, two refrigerators, one freezer, one washer/dryer, one microwave, misc. tables, bedding, dresser, two sofas, two recliner chairs, entertainment center, snowblower, misc. household items

\$1,325.00

7. **Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No

☒ Yes. Describe.....

Three televisions, one computer, video game systems, small household appliances

\$800.00

8. **Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☒ No

☐ Yes. Describe.....

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ No

☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No

☒ Yes. Describe.....

1903 Springfield Rifle and 45 Highpoint

\$200.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

Clothing

\$300.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

Wedding ring

\$2,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

☐ No

☒ Yes. Describe.....

Two dogs

\$100.00

14. Any other personal and household items you did not already list, including any health aids you did not list

☐ No

☒ Yes. Give specific information.....

Health Aid -- Wheelchair

\$200.00

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$5,425.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

17.1. **Checking**

BMO Harris

\$500.00

17.2. **Savings**

BMO Harris

\$225.00

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No

☐ Yes.....

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

☒ No

☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.

Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No

☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No

☒ Yes. List each account separately.

Type of account:

Institution name:

401(k)

401(k) through employer

\$1,000.00

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes.....

Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- ☒ No
☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- ☐ No
☒ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2016 Anticipated Tax Refunds (Federal and State)

\$5,000.00

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- ☒ No
☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- ☒ No
☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- ☒ No
☐ Yes. Name the insurance company of each policy and list its value.
Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- ☒ No
☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- ☒ No
☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- ☒ No
☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

- ☒ No
☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$6,725.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

37. Do you own or have any legal or equitable interest in any business-related property?

- ☒ No. Go to Part 6.
☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- ☒ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

- ☒ No
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$165,500.00
56. Part 2: Total vehicles, line 5	\$10,100.00	
57. Part 3: Total personal and household items, line 15	\$5,425.00	
58. Part 4: Total financial assets, line 36	\$6,725.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$22,250.00	Copy personal property total \$22,250.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$187,750.00

Fill in this information to identify your case:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	Jennifer A Asselin		
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF WISCONSIN		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☐ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☒ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
3319 E. Mallory Ave. Cudahy, WI 53110 Milwaukee County Line from <i>Schedule A/B</i> : 1.1	\$117,000.00	<input checked="" type="checkbox"/> \$3,997.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(1)
2100 Wisconsin St. Friendship, WI 53934 Adams County Line from <i>Schedule A/B</i> : 1.2	\$48,500.00	<input checked="" type="checkbox"/> \$16,889.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
1989 Chevrolet G20 100000 miles Line from <i>Schedule A/B</i> : 3.1	\$500.00	<input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
2007 Dodge Dakota 120000 miles Line from <i>Schedule A/B</i> : 3.2	\$5,600.00	<input checked="" type="checkbox"/> \$5,600.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(2)
1964 Chevrolet Impala Non-operational -- parts and equipment disassembled Line from <i>Schedule A/B</i> : 3.3	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known)

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Two stoves, two refrigerators, one freezer, one washer/dryer, one microwave, misc. tables, bedding, dresser, two sofas, two recliner chairs, entertainment center, snowblower, misc. household items Line from Schedule A/B: 6.1	\$1,325.00	<input checked="" type="checkbox"/> \$1,325.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
Three televisions, one computer, video game systems, small household appliances Line from Schedule A/B: 7.1	\$800.00	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
1903 Springfield Rifle and 45 Highpoint Line from Schedule A/B: 10.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Clothing Line from Schedule A/B: 11.1	\$300.00	<input checked="" type="checkbox"/> \$300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
Wedding ring Line from Schedule A/B: 12.1	\$2,500.00	<input checked="" type="checkbox"/> \$2,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(4)
Two dogs Line from Schedule A/B: 13.1	\$100.00	<input checked="" type="checkbox"/> \$100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(3)
Health Aid -- Wheelchair Line from Schedule A/B: 14.1	\$200.00	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Checking: BMO Harris Line from Schedule A/B: 17.1	\$500.00	<input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
Savings: BMO Harris Line from Schedule A/B: 17.2	\$225.00	<input checked="" type="checkbox"/> \$225.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)
401(k): 401(k) through employer Line from Schedule A/B: 21.1	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(12)
2016 Anticipated Tax Refunds (Federal and State) Line from Schedule A/B: 28.1	\$5,000.00	<input checked="" type="checkbox"/> \$5,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	11 U.S.C. § 522(d)(5)

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

3. **Are you claiming a homestead exemption of more than \$160,375?**

(Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)

☒ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

Fill in this information to identify your case:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2	Jennifer A Asselin		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF WISCONSIN		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 Bank Of Mauston Creditor's Name	\$31,611.00	\$48,500.00	\$0.00
Describe the property that secures the claim: 2100 Wisconsin St. Friendship, WI 53934 Adams County			
503 Highway 82 East Mauston, WI 53948 Number, Street, City, State & Zip Code			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset)			
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt			
Opened 01/16 Last Active 12/27/16 Date debt was incurred			
2412 Last 4 digits of account number			

2.2 Landmark Credit Union Creditor's Name	\$2,229.00	\$2,000.00	\$229.00
Describe the property that secures the claim: 2001 Polaris Sportsmen 700			
Po Box 51070 New Berlin, WI 53151 Number, Street, City, State & Zip Code			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit			
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another			

Debtor 1 **Aaron L Asselin** Case number (if know) _____
First Name Middle Name Last Name
Debtor 2 **Jennifer A Asselin**
First Name Middle Name Last Name

☐ Check if this claim relates to a community debt ☐ Other (including a right to offset) _____

Opened
03/16 Last
Active
Date debt was incurred **12/27/16** Last 4 digits of account number **0143**

2.3 **Quickn Loans** Describe the property that secures the claim: **\$113,003.00** **\$117,000.00** **\$0.00**
Creditor's Name

1050 Woodward Ave
Detroit, MI 48226
Number, Street, City, State & Zip Code

3319 E. Mallory Ave. Cudahy, WI
53110 Milwaukee County

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☒ An agreement you made (such as mortgage or secured car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☐ Other (including a right to offset) _____

Who owes the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ Check if this claim relates to a community debt

Opened
01/15 Last
Active
Date debt was incurred **12/27/16** Last 4 digits of account number **4241**

Add the dollar value of your entries in Column A on this page. Write that number here:

\$146,843.00

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$146,843.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2	Jennifer A Asselin		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF WISCONSIN		
Case number			
(if known)			

☐ Check if this is an amended filing

Official Form 106E/F**Schedule E/F: Creditors Who Have Unsecured Claims****12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims against you?**

☒ No. Go to Part 2.

☐ Yes.

Part 2: List All of Your NONPRIORITY Unsecured Claims**3. Do any creditors have nonpriority unsecured claims against you?**

☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

☒ Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

4.1	Americollect Inc Nonpriority Creditor's Name Po Box 1566 1851 S Alverno Rd Manitowoc, WI 54221 Number Street City State Zip Code Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input checked="" type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number 2909 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Wheaton Franciscan Franklin	Total claim \$70.00
-----	---	---	--------------------------------------

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.2

Barclays Bank Delaware

Nonpriority Creditor's Name

**100 S West St
Wilmington, DE 19801**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☒ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **1142**

\$1,564.00

When was the debt incurred? **Opened 07/08 Last Active 6/13/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Credit Card**

4.3

Capital Management Services, LP

Nonpriority Creditor's Name

**698 1/2 Ogden Street
Buffalo, NY 14206**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0814**

\$0.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Collecting on behalf of Barclays Bank Delaware**

4.4

Capital One

Nonpriority Creditor's Name

**Po Box 30285
Salt Lake City, UT 84130**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **1970**

\$6,575.00

When was the debt incurred? **Opened 05/06 Last Active 7/02/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Credit Card**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.5

Capital One

Nonpriority Creditor's Name

Po Box 30285
Salt Lake City, UT 84130

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☒ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **5435**

\$4,981.00

When was the debt incurred? **Opened 03/06 Last Active 6/24/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Credit Card**

4.6

Capital One

Nonpriority Creditor's Name

Po Box 30285
Salt Lake City, UT 84130

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **1797**

\$1,364.00

When was the debt incurred? **Opened 12/08 Last Active 6/28/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Credit Card**

4.7

Chase Card

Nonpriority Creditor's Name

Attn: Correspondence
Po Box 15298
Wilmington, DE 19850

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **2356**

\$0.00

When was the debt incurred? **Opened 06/06 Last Active 12/23/14**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Credit Card**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.8

Chase Card

Nonpriority Creditor's Name

Attn: Correspondence

Po Box 15298

Wilmington, DE 19850

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ **Check if this claim is for a community debt**

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **8933**

\$0.00

Opened 08/05 Last Active 12/29/14

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Credit Card**

4.9

Chase Card

Nonpriority Creditor's Name

Attn: Correspondence

Po Box 15298

Wilmington, DE 19850

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ **Check if this claim is for a community debt**

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **8209**

\$0.00

Opened 07/08 Last Active 12/22/14

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Credit Card**

4.1
0

Chase Card Services

Nonpriority Creditor's Name

Correspondence Dept

Po Box 15278

Wilmington, DE 19850

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **7069**

\$0.00

Opened 05/01 Last Active 12/30/05

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Credit Card**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.1
1

Citibank / Sears

Last 4 digits of account number **6071**

\$1,454.00

Nonpriority Creditor's Name

**Citicorp Credit Services/Attn:
Centraliz
Po Box 790040
Saint Louis, MO 63179**

When was the debt incurred? **Opened 10/95 Last Active
6/28/16**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts

Is the claim subject to offset?

- ☒ No
☐ Yes

☒ Other. Specify **Credit Card**

4.1
2

Citicards Cbna

Last 4 digits of account number **5514**

\$0.00

Nonpriority Creditor's Name

**Citicorp Credit Svc/Centralized
Bankrupt
Po Box 790040
Saint Louis, MO 63179**

When was the debt incurred? **Opened 01/11 Last Active
12/24/14**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim is for a community debt

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts

Is the claim subject to offset?

- ☒ No
☐ Yes

☒ Other. Specify **Credit Card**

4.1
3

Credit One Bank Na

Last 4 digits of account number **5156**

\$589.00

Nonpriority Creditor's Name

**Po Box 98873
Las Vegas, NV 89193**

When was the debt incurred? **Opened 05/16 Last Active
6/16/16**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim is for a community debt

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts

Is the claim subject to offset?

- ☒ No
☐ Yes

☒ Other. Specify **Credit Card**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.1
4

Dell Financial Services

Nonpriority Creditor's Name

**Attn: Bankruptcy
Po Box 81577
Austin, TX 78708**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **3881**

\$0.00

When was the debt incurred? **Opened 12/02 Last Active 12/11/14**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Charge Account**

4.1
5

Emergency Medicine Specialists

Nonpriority Creditor's Name

**PO Box 26428
Milwaukee, WI 53226**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **6150**

\$915.00

When was the debt incurred? **1/3/17**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Medical Bill**

4.1
6

Glelsi/student Loan Fi

Nonpriority Creditor's Name

**Po Box 7860
Madison, WI 53707**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **5405**

\$0.00

When was the debt incurred? **Opened 09/04 Last Active 4/04/11**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☒ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Educational

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.1
7

Guardian Credit Union

Nonpriority Creditor's Name

**7801 S. Howell Avenue
Oak Creek, WI 53154**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0002**

\$5,224.00

When was the debt incurred? **Opened 05/15 Last Active 6/12/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Check Credit Or Line Of Credit**

4.1
8

Guardian Credit Union

Nonpriority Creditor's Name

**4502 W Greenfield Ave
West Milwaukee, WI 53214**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0001**

\$0.00

When was the debt incurred? **Opened 09/13 Last Active 12/01/14**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Unsecured**

4.1
9

Landmark Credit Union

Nonpriority Creditor's Name

**Po Box 51070
New Berlin, WI 53151**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0143**

\$0.00

When was the debt incurred? **Opened 12/10 Last Active 2/08/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed
Type of NONPRIORITY unsecured claim:
☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Automobile**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.2
0

Navient

Nonpriority Creditor's Name

**Attn: Bankruptcy
Po Box 9500
Wilkes-Barr, PA 18773**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0706**

\$9,309.00

When was the debt incurred? **Opened 07/05 Last Active 12/26/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Educational

4.2
1

Navient

Nonpriority Creditor's Name

**Attn: Claims Dept
Po Box 9500
Wilkes-Barr, PA 18773**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **6833**

\$0.00

When was the debt incurred? **Opened 09/01 Last Active 3/16/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Educational

4.2
2

Navient

Nonpriority Creditor's Name

**Attn: Claims Dept
Po Box 9500
Wilkes-Barr, PA 18773**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **6388**

\$0.00

When was the debt incurred? **Opened 06/02 Last Active 3/16/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Educational

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.2
3

Navient

Nonpriority Creditor's Name

Attn: Claims Dept

Po Box 9500

Wilkes-Barr, PA 18773

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **6396**

\$0.00

When was the debt incurred? **Opened 12/02 Last Active 12/31/14**

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☒ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☐ Other. Specify _____

Educational

4.2
4

Real Time Resolutions

Nonpriority Creditor's Name

Attn: Bankruptcy

Po Box 36655

Dallas, TX 75235

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **0498**

Unknown

When was the debt incurred? **Opened 02/06 Last Active 5/20/12**

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Real Estate Mortgage**

4.2
5

Sallie Mae

Nonpriority Creditor's Name

Attn: Navient

Po Box 9500

Wilkes-Barr, PA 18873

Number Street City State Zip Code

Who incurred the debt? Check one.

☒ Debtor 1 only

☐ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No

☐ Yes

Last 4 digits of account number **0012**

\$0.00

When was the debt incurred? **Opened 09/03 Last Active 12/07/07**

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☒ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☐ Other. Specify _____

Educational

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.2
6

Stdfin/glhe

Nonpriority Creditor's Name

**Po Box 7860
Madison, WI 53707**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **5405**

\$0.00

When was the debt incurred? **Opened 9/14/04 Last Active 4/04/11**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☒ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Educational

4.2
7

Syncb/steinh

Nonpriority Creditor's Name

**Po Box 965064
Orlando, FL 32896**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **0020**

\$0.00

When was the debt incurred? **Opened 07/05 Last Active 12/22/05**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Charge Account**

4.2
8

Synchrony Bank/ JC Penneys

Nonpriority Creditor's Name

**Po Box 965064
Orlando, FL 32896**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☒ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
☐ Yes

Last 4 digits of account number **5670**

\$0.00

When was the debt incurred? **Opened 3/22/97 Last Active 6/01/97**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☒ Other. Specify **Charge Account**

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if know) _____

4.2
9

Synchrony Bank/PayPal Cr

Last 4 digits of account number **8085**

\$2,201.00

Nonpriority Creditor's Name

**Po Box 965064
Orlando, FL 32896**

When was the debt incurred?

**Opened 09/06 Last Active
6/13/16**

Number Street City State Zip Code

Who incurred the debt? Check one.

☐ Debtor 1 only

☒ Debtor 2 only

☐ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

☒ No

☐ Yes

As of the date you file, the claim is: Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

Type of NONPRIORITY unsecured claim:

☐ Student loans

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims

☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Charge Account**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

Total claims from Part 1	6a. Domestic support obligations	6a.	Total Claim
		\$	0.00
	6b. Taxes and certain other debts you owe the government	6b.	Total Claim
		\$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c.	Total Claim
		\$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d.	Total Claim
		\$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e.	Total Claim
		\$	0.00
Total claims from Part 2	6f. Student loans	6f.	Total Claim
		\$	9,309.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	Total Claim
		\$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	Total Claim
		\$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	Total Claim
		\$	24,937.00
	6j. Total Nonpriority. Add lines 6f through 6i.	6j.	Total Claim
		\$	34,246.00

Fill in this information to identify your case:

Debtor 1 **Aaron L Asselin**
First Name Middle Name Last Name

Debtor 2 **Jennifer A Asselin**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WISCONSIN**

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 106G**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?

- ☒ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
- ☐ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1 Name Number Street City State ZIP Code	
2.2 Name Number Street City State ZIP Code	
2.3 Name Number Street City State ZIP Code	
2.4 Name Number Street City State ZIP Code	
2.5 Name Number Street City State ZIP Code	

Fill in this information to identify your case:

Debtor 1	Aaron L Asselin		
	First Name	Middle Name	Last Name
Debtor 2	Jennifer A Asselin		
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF WISCONSIN		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- ☒ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☐ No. Go to line 3.
☒ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?
☐ No
☒ Yes.

In which community state or territory did you live? -NONE- . Fill in the name and current address of that person.

Name of your spouse, former spouse, or legal equivalent
Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor

Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt

Check all schedules that apply:

3.1

Name

Number Street
City State ZIP Code

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

3.2

Name

Number Street
City State ZIP Code

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 Aaron L Asselin

Debtor 2 Jennifer A Asselin
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF WISCONSIN

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
☐ Not employed

Facilities

Childrens Hospital and Health System

PO Box 1997
Milwaukee, WI 53201

Debtor 2 or non-filing spouse

- ☐ Employed
☒ Not employed

How long employed there? 10 months

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>4,803.70</u>	\$ <u>0.00</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>4,803.70</u>	\$ <u>0.00</u>

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here _____	4. \$ 4,803.70	\$ 0.00	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a. \$ 1,055.23	\$ 0.00	
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00	
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ 0.00	
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 0.00	
5e. Insurance	5e. \$ 470.77	\$ 0.00	
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00	
5g. Union dues	5g. \$ 0.00	\$ 0.00	
5h. Other deductions. Specify: _____	5h.+ \$ 0.00	+ \$ 0.00	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 1,526.00	\$ 0.00	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 3,277.70	\$ 0.00	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ 0.00	
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ 0.00	
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00	
8e. Social Security	8e. \$ 0.00	\$ 1,022.00	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ 0.00	\$ 0.00	
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00	
8h. Other monthly income. Specify: Medicaid Community Waivers Income	8h.+ \$ 1,500.00	+ \$ 0.00	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 1,500.00	\$ 1,022.00	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 4,777.70	+ \$ 1,022.00	= \$ 5,799.70
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____			
		11. +\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies			
		12. \$ 5,799.70	Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?			
<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: Medicaid Income is dependent on healthcare needs of joint debtor, and may decrease going forward. Income will expire after one year and will require reapplication in October 2017.			

Fill in this information to identify your case:

Debtor 1 Aaron L Asselin

Debtor 2 Jennifer A Asselin
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF WISCONSIN

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Daughter

14

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 950.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 400.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 75.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 300.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>250.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>60.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>300.00</u>
6d. Other. Specify: _____	6d. \$ <u>0.00</u>
7. Food and housekeeping supplies	7. \$ <u>700.70</u>
8. Childcare and children's education costs	8. \$ <u>50.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>200.00</u>
10. Personal care products and services	10. \$ <u>150.00</u>
11. Medical and dental expenses	11. \$ <u>1,000.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>385.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>100.00</u>
14. Charitable contributions and religious donations	14. \$ <u>40.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>75.00</u>
15d. Other insurance. Specify: _____	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: Polaris Sportsmen Payments	17c. \$ <u>62.00</u>
17d. Other. Specify: _____	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	\$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>442.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>200.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: Gym membership	21. +\$ <u>60.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>5,799.70</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ _____
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>5,799.70</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$ <u>5,799.70</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>5,799.70</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ <u>0.00</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No.	
<input type="checkbox"/> Yes.	Explain here: _____

Fill in this information to identify your case:

Debtor 1 **Aaron L Asselin**
First Name Middle Name Last Name

Debtor 2 **Jennifer A Asselin**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: EASTERN DISTRICT OF WISCONSIN

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Aaron L Asselin
Aaron L Asselin
Signature of Debtor 1

Date January 24, 2017

X /s/ Jennifer A Asselin
Jennifer A Asselin
Signature of Debtor 2

Date January 24, 2017

Fill in this information to identify your case:

Debtor 1 **Aaron L Asselin**
First Name Middle Name Last Name

Debtor 2 **Jennifer A Asselin**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WISCONSIN**

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 107**Statement of Financial Affairs for Individuals Filing for Bankruptcy**

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before**1. What is your current marital status?**

- ☒ Married
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:**Dates Debtor 1 lived there****Debtor 2 Prior Address:****Dates Debtor 2 lived there****3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory?** (*Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.*)

- ☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income**4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?**

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
☒ Yes. Fill in the details.

From January 1 of current year until the date you filed for bankruptcy:**Debtor 1****Sources of income**
Check all that apply.**Gross income**
(before deductions and exclusions)☒ Wages, commissions, bonuses, tips**\$4,380.82**☐ Operating a business**Debtor 2****Sources of income**
Check all that apply.**Gross income**
(before deductions and exclusions)☐ Wages, commissions, bonuses, tips**\$0.00**☐ Operating a business

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2016)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$33,821.70	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$0.00
For the calendar year before that: (January 1 to December 31, 2015)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$76,483.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$0.00

5. Did you receive any other income during this year or the two previous calendar years?

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Sources of income Describe below.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	Medicaid Income	\$1,500.00	SSI Benefits	\$1,131.00
For last calendar year: (January 1 to December 31, 2016)	Medicaid Income	\$700.00	SSI Benefits	\$13,572.00
For the calendar year before that: (January 1 to December 31, 2015)	Medicaid Income	\$0.00	SSI Benefits	\$13,572.00

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?

- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,425* or more?

- ☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$6,425* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**
 During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
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7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**

Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☒ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**

Include payments on debts guaranteed or cosigned by an insider.

- ☒ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Guardian Credit Union vs. Aaron Asselin 2017SC000400	Small claims	Milwaukee County Circuit Court	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**

Check all that apply and fill in the details below.

- ☒ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- ☒ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- ☒ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

☒ No

☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person

Describe the gifts

Dates you gave the gifts

Value

Person to Whom You Gave the Gift and Address:

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

☒ No

☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600

Describe what you contributed

Dates you contributed

Value

Charity's Name

Address (Number, Street, City, State and ZIP Code)

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No

☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred

Describe any insurance coverage for the loss

Include the amount that insurance has paid. List pending insurance claims on line 33 of *Schedule A/B: Property*.

Date of your loss

Value of property lost

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No

☒ Yes. Fill in the details.

Person Who Was Paid

Address

Email or website address

Person Who Made the Payment, if Not You

Access Counseling

Description and value of any property transferred

Credit counseling

Date payment or transfer was made

1/19/17

Amount of payment

\$25.00

Southside Law Office
3620 East Layton Avenue
Cudahy, WI 53110
sademi@ademilaw.com

Attorney Fees

\$1,007.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?

Do not include any payment or transfer that you listed on line 16.

☒ No

☐ Yes. Fill in the details.

Person Who Was Paid

Address

Description and value of any property transferred

Date payment or transfer was made

Amount of payment

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☒ No
☐ Yes. Fill in the details.

Person Who Received Transfer Address	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Person's relationship to you			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☐ No
☒ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
Guardian Credit Union 1025 Milwaukee Ave. South Milwaukee, WI 53172	XXXX-	<input type="checkbox"/> Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Money Market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	July 2016	\$200.00

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☒ No
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	---	--------------------	--------------------

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- ☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

- ☒ No. None of the above applies. Go to Part 12.
- ☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name
Address
(Number, Street, City, State and ZIP Code)

Describe the nature of the business
Name of accountant or bookkeeper

Employer Identification number
Do not include Social Security number or ITIN.
Dates business existed

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☒ No
- ☐ Yes. Fill in the details below.

Name
Address
(Number, Street, City, State and ZIP Code)

Date Issued

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Aaron L Asselin
Aaron L Asselin
Signature of Debtor 1

/s/ Jennifer A Asselin
Jennifer A Asselin
Signature of Debtor 2

Date January 24, 2017

Date January 24, 2017

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☒ No
- ☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- ☒ No
- ☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 Aaron L Asselin

Debtor 2 Jennifer A Asselin
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Wisconsin

Case number _____
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.
- ☐ Check if this is an amended filing

Official Form 122A - 1 Chapter 7 Statement of Your Current Monthly Income

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

☐ Not married. Fill out Column A, lines 2-11.

☒ Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.

☐ Married and your spouse is NOT filing with you. You and your spouse are:

☐ Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.

☐ Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 4,016.00	\$ 0.00
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00
5. Net income from operating a business, profession, or farm		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
6. Net income from rental and other real property		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: For you _____ \$ 0.00 For your spouse _____ \$ 0.00	\$ 0.00	\$ 0.00
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 0.00	\$ 0.00
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.		
Medicaid Income _____	\$ 500.00	\$ 0.00
	\$ 0.00	\$ 0.00
Total amounts from separate pages, if any.	+ \$ 0.00	\$ 0.00
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 4,516.00	+ \$ 0.00 = \$ 4,516.00
		Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 _____ **Copy line 11 here=>** \$ **4,516.00**

Multiply by 12 (the number of months in a year)

12b. The result is your annual income for this part of the form 12b. \$ **54,192.00**

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. WI

Fill in the number of people in your household. 3

Fill in the median family income for your state and size of household. 13. \$ **75,230.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. How do the lines compare?

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.

14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Aaron L Asselin

Aaron L Asselin
Signature of Debtor 1

Date **January 24, 2017**
MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

X /s/ Jennifer A Asselin

Jennifer A Asselin
Signature of Debtor 2

Date **January 24, 2017**
MM / DD / YYYY

Fill in this information to identify your case:

Debtor 1 **Aaron L Asselin**
First Name Middle Name Last Name

Debtor 2 **Jennifer A Asselin**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WISCONSIN**

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 108 Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Bank Of Mauston	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2100 Wisconsin St. Friendship, WI 53934 Adams County		
Creditor's name: Landmark Credit Union	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2001 Polaris Sportsmen 700		
Creditor's name: Quickn Loans	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property: 3319 E. Mallory Ave. Cudahy, WI 53110 Milwaukee County		

Debtor 1 **Aaron L Asselin**
Debtor 2 **Jennifer A Asselin**

Case number (if known) _____

securing debt: _____

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Aaron L Asselin

Aaron L Asselin

Signature of Debtor 1

Date **January 24, 2017**

X /s/ Jennifer A Asselin

Jennifer A Asselin

Signature of Debtor 2

Date **January 24, 2017**

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy,
and

Your debts are primarily consumer debts.
Consumer debts are defined in 11 U.S.C.
§ 101(8) as "incurred by an individual
primarily for a personal, family, or
household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under
one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan
for family farmers or
fishermen

Chapter 13 - Voluntary repayment plan
for individuals with regular
income

**You should have an attorney review your
decision to file for bankruptcy and the choice of
chapter.**

Chapter 7: Liquidation

\$245 filing fee

\$75 administrative fee

+ \$15 trustee surcharge

\$335 total fee

Chapter 7 is for individuals who have financial
difficulty preventing them from paying their debts
and who are willing to allow their nonexempt
property to be used to pay their creditors. The
primary purpose of filing under chapter 7 is to have
your debts discharged. The bankruptcy discharge
relieves you after bankruptcy from having to pay
many of your pre-bankruptcy debts. Exceptions exist
for particular debts, and liens on property may still
be enforced after discharge. For example, a creditor
may have the right to foreclose a home mortgage or
repossess an automobile.

However, if the court finds that you have committed
certain kinds of improper conduct described in the
Bankruptcy Code, the court may deny your
discharge.

You should know that even if you file chapter 7 and
you receive a discharge, some debts are not
discharged under the law. Therefore, you may still
be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement
obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	\$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	\$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:

http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html.

In Alabama and North Carolina, go to: <http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

United States Bankruptcy Court
Eastern District of Wisconsin

In re **Aaron L Asselin**
Jennifer A Asselin

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	1,007.00
Prior to the filing of this statement I have received	\$	1,007.00
Balance Due	\$	0.00

2. \$ **335.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

January 24, 2017

Date

/s/ Mark A. Eldridge

Mark A. Eldridge 1089944

Signature of Attorney

Southside Law Office

3620 East Layton Avenue

Cudahy, WI 53110

(414) 482-8000 Fax: (414) 482-8001

sademi@ademilaw.com

Name of law firm

**United States Bankruptcy Court
Eastern District of Wisconsin**

In re **Aaron L Asselin
Jennifer A Asselin**

Debtor(s)

Case No.
Chapter

7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: **January 24, 2017**

/s/ Aaron L Asselin

Aaron L Asselin

Signature of Debtor

Date: **January 24, 2017**

/s/ Jennifer A Asselin

Jennifer A Asselin

Signature of Debtor

Americollect Inc
Po Box 1566
1851 S Alverno Rd
Manitowoc, WI 54221

Bank Of Mauston
503 Highway 82 East
Mauston, WI 53948

Barclays Bank Delaware
100 S West St
Wilmington, DE 19801

Capital Management Services, LP
698 1/2 Ogden Street
Buffalo, NY 14206

Capital One
Po Box 30285
Salt Lake City, UT 84130

Capital One
Po Box 30285
Salt Lake City, UT 84130

Capital One
Po Box 30285
Salt Lake City, UT 84130

Chase Card
Attn: Correspondence
Po Box 15298
Wilmington, DE 19850

Chase Card
Attn: Correspondence
Po Box 15298
Wilmington, DE 19850

Chase Card
Attn: Correspondence
Po Box 15298
Wilmington, DE 19850

Chase Card Services
Correspondence Dept
Po Box 15278
Wilmington, DE 19850

Citibank / Sears
Citicorp Credit Services/Attn: Centraliz
Po Box 790040
Saint Louis, MO 63179

Citicards Cbna
Citicorp Credit Svc/Centralized Bankrupt
Po Box 790040
Saint Louis, MO 63179

Credit One Bank Na
Po Box 98873
Las Vegas, NV 89193

Dell Financial Services
Attn: Bankruptcy
Po Box 81577
Austin, TX 78708

Emergency Medicine Specialists
PO Box 26428
Milwaukee, WI 53226

Glelsi/student Loan Fi
Po Box 7860
Madison, WI 53707

Guardian Credit Union
7801 S. Howell Avenue
Oak Creek, WI 53154

Guardian Credit Union
4502 W Greenfield Ave
West Milwaukee, WI 53214

Landmark Credit Union
Po Box 51070
New Berlin, WI 53151

Landmark Credit Union
Po Box 51070
New Berlin, WI 53151

Navient
Attn: Bankruptcy
Po Box 9500
Wilkes-Barr, PA 18773

Navient
Attn: Claims Dept
Po Box 9500
Wilkes-Barr, PA 18773

Navient
Attn: Claims Dept
Po Box 9500
Wilkes-Barr, PA 18773

Navient
Attn: Claims Dept
Po Box 9500
Wilkes-Barr, PA 18773

Quickn Loans
1050 Woodward Ave
Detroit, MI 48226

Real Time Resolutions
Attn: Bankruptcy
Po Box 36655
Dallas, TX 75235

Sallie Mae
Attn: Navient
Po Box 9500
Wilkes-Barr, PA 18873

Stdfin/glhec
Po Box 7860
Madison, WI 53707

Syncb/steinh
Po Box 965064
Orlando, FL 32896

Synchrony Bank/ JC Penneys
Po Box 965064
Orlando, FL 32896

Synchrony Bank/PayPal Cr
Po Box 965064
Orlando, FL 32896

Exhibit C

Information to identify the case:

Debtor 1 Aaron L. Asselin
First Name Middle Name Last Name

Debtor 2 Jennifer A Asselin
(Spouse, if filing) First Name Middle Name Last Name

Social Security number or ITIN [REDACTED]
EIN ____-_____
Social Security number or ITIN [REDACTED]
EIN ____-_____

United States Bankruptcy Court **Eastern District of Wisconsin**

Case number: **17-20475-svk**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Aaron L. Asselin

Jennifer A Asselin

5/8/17

By the court: Susan V. Kelley
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

Exhibit D

PO Box 470
Brookfield WI 53008-0470
RETURN SERVICE REQUESTED

DOBBERSTEIN LAW FIRM, LLC

PO Box 470 ♦ Brookfield, WI 53008-0470
Telephone: (262) 641-3715

October 11, 2018

097951256



Aaron Asselin
3319 E Mallory Ave
Cudahy WI 53110-2218

DOBBERSTEIN LAW FIRM, LLC

PO Box 470
Brookfield WI 53008-0470



Account # [REDACTED] 5958
Balance: \$5952.78

Past Due Balance

Detach Upper Portion And Return With Payment

Current Creditor: Bcg Equities, Llc
Original Creditor: Guardian Credit Unio

<u>LAST ACTIVITY</u>	<u>ACCOUNT NUMBER</u>	<u>BALANCE</u>
02/02/2017	[REDACTED] 5958	\$5952.78

Dear Aaron Asselin:

This account has been listed with our office for collection.

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

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 after 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 and mail you a copy of such judgment or verification. If you request of 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 current creditor.

Sincerely,

Dobberstein Law Firm, LLC.

1RDCOLL02PD0

Exhibit E

DOBBERSTEIN LAW FIRM, LLC

PO Box 470 ♦ Brookfield, WI 53008-0470

Telephone: (262) 641-3715

PO Box 470
Brookfield WI 53008-0470
RETURN SERVICE REQUESTED

January 19, 2018

626209002



Troy Norton
8317 W Crawford Ave
Milwaukee WI 53220-1638

DOBBERSTEIN LAW FIRM, LLC

PO Box 470
Brookfield WI 53008-0470



Account # [REDACTED] 4538
Balance: \$27991.71

Past Due Balance

Detach Upper Portion And Return With Payment

<u>Last Activity</u>	<u>Account Number</u>	<u>Creditor</u>	<u>Balance</u>
09/30/2017	[REDACTED] 4538	MARINER FINANCE, LLC-GREENDA	\$27991.71
		TOTAL DUE:	\$27991.71

Dear Troy Norton:

This account has been listed with our office for collection.

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

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 after 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 and mail you a copy of such judgment or verification. If you request of 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 current creditor.

Sincerely,

Dobberstein Law Firm, LLC.

1RDCOLL02VFIRST

EXHIBIT F



NOTICE OF RIGHT TO CURE DEFAULT

Date: 11/24/2017

Certified Mail

7015 0640 0006 4408 2984

To: TROY NORTON
8317 W. CRAWFORD AVE
MILWAUKEE, WI 53220

Creditor: Mariner Finance
5465 S. 76TH STREET
GREENDALE, WI 53129
414-386-5459

Our records show you are in default on the credit transaction with us dated 8/31/2017 in the original amount of \$ 3,500, for the following reason(s):

☒ Non-payment of amounts due.

☐

You may cure the default on or before 12/9/2017 by:

<input checked="" type="checkbox"/> Paying:	Late Payment <u>9/30/2017</u>	\$ <u>149.49</u>
	Late Payment <u>10/30/2017</u>	\$ <u>149.49</u>
	Late Payment <u></u>	\$ <u></u>
	Delinquency Charge	\$ <u>14.94</u>
		\$ <u></u>
	Total	\$ <u>313.92</u>

☒ Doing the following: REFINANCE

If you do not cure the default on or before the date indicated above, then your entire outstanding balance will automatically be accelerated and become immediately due and payable without further notice, demand or right to cure.

NOTICE OF REPOSSESSION OF MOTOR VEHICLE

This notice of repossession applies only if the collateral, or goods subject to the lease, is a motor vehicle. Your motor vehicle is a .

If you do not cure the default on or before the date indicated 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 the motor 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 attorney fees.

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

AARON ASELIN and TROY NORTON

(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

DOBBERSTEIN LAW FIRM, LLC, 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)

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

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

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

Brief description of cause:

Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

January 2, 2019

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

AARON ASSELIN and TROY NORTON

Plaintiff(s)

v.

DOBBERSTEIN LAW FIRM, LLC, BCG EQUITIES,
LLC and GUARDIAN CREDIT UNION

Defendant(s)

Civil Action No. 19-cv-9

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* DOBBERSTEIN LAW FIRM, LLC
225 South Executive Drive, Suite 201
Brookfield, WI 53005

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 19-cv-9

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____
_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:19-cv-00000 Filed 01/02/19 Page 2 of 2 Document 1-2

Reset

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

AARON ASSELIN and TROY NORTON

Plaintiff(s)

v.

DOBBERSTEIN LAW FIRM, LLC, BCG EQUITIES,
LLC and GUARDIAN CREDIT UNION

Defendant(s)

Civil Action No. 19-cv-9

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* BCG EQUITIES, LLC
225 South Executive Drive, Suite 201
Brookfield, WI 53005

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

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Signature of Clerk or Deputy Clerk

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

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:19-cv-00000 Filed 01/02/19 Page 2 of 2 Document 1-2

Reset

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

AARON ASSELIN and TROY NORTON

Plaintiff(s)

v.

DOBBERSTEIN LAW FIRM, LLC, BCG EQUITIES,
LLC and GUARDIAN CREDIT UNION

Defendant(s)

Civil Action No. 19-cv-9

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* GUARDIAN CREDIT UNION
11220 W. Oklahoma Ave.
Milwaukee, WI 53227

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 19-cv-9

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on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:19-cv-00000 Filed 01/02/19 Page 2 of 2 Document 1-1

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Debt Collectors Hit with Wisconsin Consumers' Class Action](#)
