

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

JOSETTE BAUER, Individually and on Behalf of) All Others Similarly Situated,) Plaintiff,) v.) D&A SERVICES, LLC, and CROWN ASSET) MANAGEMENT, LLC,) Defendant.)	Case No.: 18-cv-456 CLASS ACTION COMPLAINT Jury Trial Demanded
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INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

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

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

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt arose from an agreement or series of agreements to defer payment.

6. Defendant D&A Services, LLC (“D&A”) is a foreign limited liability company with its principal place of business located at 1400 E. Touhy Ave., Suite G2, Des Plaines, Illinois 60018.

7. D&A is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

8. D&A is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

9. D&A is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

10. Defendant Crown Asset Management, LLC (“Crown”) is a foreign limited liability company with its principal place of business located at 3100 Breckinridge Boulevard, Suite 725, Duluth, Georgia 30096.

11. Crown is engaged in the business of a collection agency, directly or indirectly using the mails and telephone to collect consumer debts originally owed to others and incurred for personal, family, or household purposes. Crown also purchases and owns defaulted consumer debts, and collects those debts on its own behalf.

12. 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.”

13. 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., Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 189994, at *24-30 (M.D. Pa. Nov. 16, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697, at *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *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).

14. The primary purpose of Crown’s business, and Crown’s principal purpose, is purchasing and collecting consumer debts.

15. Crown’s website states:

Founded in 2004 by Brian K. Williams, Crown Asset Management is a professional receivables management and purchasing firm with extensive experience with distressed consumer receivables. Crown purchases portfolios for its own business and also manages portfolios for other firms in the Accounts Receivable Management (ARM) industry.

<http://www.crownasset.com/> (accessed March 14, 2018).

16. Crown’s website also states:

Collections

Crown outsources all collection activity to independent collection agencies and law firms and performs no collection activity on consumer accounts.

Many factors can affect the success of a collection agency or law firm. Age and type of debt, credit grantor, geography and average balance are just a few. Crown monitors all these factors and more to draw on the strengths of each agency and law firm in our network. This allows our servicers to drive higher liquidation numbers.

Both collection agencies and law firms undergo a rigorous due diligence examination before executing a servicing agreement with Crown. Compliance, accounting, IT infrastructure and security are examined in addition to normal verification of licensing, training and insurance coverage. Call monitoring and evaluation is also conducted to insure proper training, compliance and respect for consumers by the servicer.

<http://www.crownasset.com/crown-asset-management/collections> (accessed March 14, 2018).

17. In addition to the collecting debts that it has purchased outright, Crown also provides outsourcing services to third-party debt buyers. Crown's website also states:

Servicing

Crown also provides outsourcing services to debt buyers and portfolio managers. Crown places all accounts for litigation with servicers and manages communications between its clients and the servicers. Crown manages the entire process and clients are updated regularly.

<http://www.crownasset.com/solutions> (accessed March 14, 2018).

18. In addition to telephone and mail-based debt collection activities, Crown engages in extensive litigation in its collection activities. Crown's website states:

Legal Model and Attorney Network

Following an initial portfolio assessment, Crown's portfolio analytics normally determine the collection treatment path for individual accounts. Initially, Crown places all accounts with a servicer. The servicers typically attempt to establish contact with consumers to try and resolve the account through a settlement and/or payment plan. Accounts not selected for legal processing are placed primarily with collection agencies. Accounts selected for legal processing are often placed at law firms or specialized collection agencies for pre legal collection activity. Legal action is normally employed for accounts where the consumer has verified assets and/or is employed, but the consumer is unwilling to resolve the debt.

<http://www.crownasset.com/solutions> (accessed March 14, 2018).

19. A general search on Wisconsin Circuit Court Access ("CCAP") for "Crown Asset Management" returns 1,331 actions filed. Upon information and belief, all or almost all of these cases are collection actions against Wisconsin consumers.

20. Crown is also engaged in the business of a collection agency under Wisconsin law, in that it purchases and receives assignment of consumer debts that are in default at the time Crown acquires them.

21. Wis. Stat. § 427.103(3) defines debt collector as: "any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of

forms.” (emphasis added). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

22. 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.”

23. Crown 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. 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 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).

25. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “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.wdfi.org/wca/business_guidance/creditors/debt_collection/ (accessed March 14, 2018).

26. Crown uses both ordinary collection methods, such as collecting debts through mail and telephone communications, and also civil lawsuits, in its collection business.

27. Crown is a “debt collector” as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

28. A company meeting the definition of a “debt collector” (here, Crown) is vicariously liable for the actions of as second company collecting debts on its behalf. *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).

FACTS

29. On or about March 30, 2017, D&A mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to Crown and allegedly originally owed to “Synchrony Bank” (“Synchrony”). A copy of this letter is attached to this complaint as Exhibit A.

30. Upon information and belief, the alleged debt identified in Exhibit A was an alleged personal “Lowe’s”-brand consumer credit card, allegedly originally owned and issued by Synchrony, and used only for personal, family, or household purposes.

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

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

33. Exhibit A states the following:

D&A #	Original Creditor	Current Creditor	Original Account #	Current Balance
4950	Synchrony Bank	Crown Asset Management, LLC	XXXXXXXXXXXX9318	\$1,209.69

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Toll Free: 877-685-5791
Fax: 855-226-1835 • Web: <https://myaccount.dnasllc.com>
Hours of Operations: M-Th 8 am – 8 pm CST
Fri 8 am – 5 pm CST
Sat 8 am – 12 pm CST

Exhibit A.

34. Exhibit A also contains the following text:

Dear Josetie Bauer:

Your Account has been placed with our office to seek a resolution with you for the Total Amount Due on your account. If you cannot pay the amount due today, please call us at 1-877-685-5791 to discuss further arrangements.

Exhibit A.

35. On or about March 31, 2017, Synchrony mailed a Notice of Assignment letter to Plaintiff regarding this same alleged debt. *See* Wis. Stat. § 422.409. A copy of this letter is attached to this Complaint as Exhibit B.

36. Exhibit B contains the following:

RE: Lowes® ConsumerCreditCard
Account Number: 79819*****9318
Account Balance at Time of Sale: \$1209.69

Dear JOSETTE BAUER,

This letter is to inform you that the above-referenced account was sold to Crown Asset Management, LLC on 03/22/2017. If you have any questions about this account, please contact:

Exhibit B.

37. Exhibit A is confusing and misleading to the unsophisticated consumer.

38. On the face of Exhibit A, it is impossible to determine the amount that D&A is attempting to collect.

39. Exhibit A states that the “Current Balance” of the account is \$1,209.69 but also states that “Your Account has been placed with our office to seek a resolution for the Total Amount Due on your account.”

40. The unsophisticated consumer would be confused and misled as to whether Exhibit A was only attempting to collect a portion of the “Current Balance” rather than the balance in its entirety. Unless the debt has been accelerated, the “Total Amount Due” on a credit card debt may be less than the “Current Balance.” *See Machnik v. RSI Enters.*, 2017 U.S. Dist. 160772, at *6 (E.D. Wis. Sept. 29, 2017) (“with regard to the \$1,244.93, the letter variously

refers to that sum as being ‘owing’ and as being ‘due.’ In the context of a debt, ‘owing’ an amount is distinguishable from the amount ‘due.’ For example, a debtor might ‘owe’ a certain amount on a loan, but only a portion of that amount will be ‘due’ at a particular time.”); *see also* *Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 947-48 (7th Cir. 2004).

41. Alternatively, the unsophisticated consumer would also be confused and misled as to whether the phrase “Total Amount Due” implied that the account was bearing interest, and thus may be greater than the “Current Balance,” when the consumer received Exhibit A. *See Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 974-48 (7th Cir. 2004).

42. Exhibit A does not disclose whether the account is bearing interest. If the account is not bearing interest, use of the phrase “Total Amount Due” confusingly and misleadingly implies to the unsophisticated consumer that it is bearing interest. If the account is bearing interest, the failure to clearly disclose that interest is accruing is confusing and misleading. *See Spuhler v. State Collection Servs.*, 2017 U.S. Dist. LEXIS 210895, at *18-19 (E.D. Wis. Dec. 22, 2017) (quoting *Chuway*, 362 F.3d at 949).

43. The confusion is exacerbated because Plaintiff received Exhibit B, the Notice of Assignment from Synchrony, at or around the same time Plaintiff received Exhibit A.

44. Upon information and belief, the debt referenced in Exhibits A and B became delinquent and charged off several months before Exhibits A and B were mailed. *See* Victoria J. Haneman, *The Ethical Exploitation of the Unrepresented Consumer*, 73 Mo. L. Rev. 707, 713-14 (2008) (“A credit card account is characterized as a ‘charge-off’ account (or worthless account for taxable purposes) when no payment has been received for 180 days.”).

45. Upon information and belief, the amount of the debt at the time of charge-off was \$1,209.69, and because Synchrony stopped mailing periodic account statements to Plaintiff, interest did not continue to accrue on the account after the debt charged off. *See* 12 C.F.R. §

226.5(b)(2)(i); *Wilder v. J.C. Christensen & Assocs.*, 2016 U.S. Dist. LEXIS 168440, at *15-16 (N.D. Ill. Dec. 6, 2016).

46. Even where the original creditor has ceased mailing periodic account statements for several months, whether the original creditor actually “waived” its right to add interest is not always clear, and it is not uncommon for debt buyers like Crown to begin to add interest after purchasing a debt. *E.g.*, *Bunce v. Portfolio Recovery Assocs., LLC*, 2014 U.S. Dist. LEXIS 159679, at *6 (D. Kan. Nov. 12, 2014) (“The court concludes that simply because the original creditors charged off the accounts and stopped sending month statements does not preclude the assignee of the accounts from seeking to collect interest.”); *Peters v. Northland Grp., Inc.*, 2014 U.S. Dist. LEXIS 137643, at *1-2 (W.D. Mo. Sep. 30, 2014) (“courts have consistently held that creditors may charge interest at a state’s statutory rate even after the creditor charges off the debt and waives the right to collect interest at the contractual rate”); *Simkus v. Cavalry Portfolio Servs., LLC*, 12 F. Supp. 3d 1103, at *1109-10 (N.D. Ill. Jan. 27, 2014) (whether original creditor waived its right to collect interest, and consequently whether the debt buyer was legally adding interest, was a question of fact for the trial court); *see also*, *Ruge v. Delta Outsource Group, Inc.*, 2017 U.S. Dist. LEXIS 35047, at *10-11 (N.D. Ill. Mar. 13, 2017) (“A jury could not find implied waiver based on the two months that Comenity Bank did not charge interest when Ruge’s credit card agreement allowed the bank to delay enforcing its rights without waiver”).

47. Exhibit A fails to state the amount of the debt in a non-confusing manner. The unsophisticated consumer would be confused as to whether the “Total Amount Due” was actually equal to the “Current Balance,” or some other lesser or greater amount. *Machnik*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) (amount due may be less than the “current balance”); *Chuway*, 362 F.3d at 947-48 (debt collection letter stating that the consumer

could call for her “most current balance information” implied that the amount of the debt may have increased because of interest or other charges).

48. Upon information and belief, the account was not accruing interest at the time Exhibit A was mailed.

49. Upon information and belief, neither D&A nor Crown could add interest to Plaintiff’s account because Synchrony waived its rights to add interest prior to selling the debt to Crown. *See Stratton v. Portfolio Recovery Assocs., LLC*, 770 F.3d 443, 447-48 (6th Cir. 2014).

50. Upon information and belief, neither D&A nor Crown intended to add interest to Plaintiff’s account.

51. Upon information and belief, neither D&A nor Crown adds interest to accounts like Plaintiff’s in regular course.

52. The Seventh Circuit explained in *Chuway*, 362 F.3d at 949, that “[a] letter can be confusing even to a sophisticated reader though it does not contain an outright contradiction.”

53. The apparent contradiction and confusion raised by Exhibit A vacillating between “Current Balance” and “Total Amount Due” is gratuitous. Had Exhibit A consistently used “Current Balance” or “Total Amount Due” rather than wavering between both terms, it would not have engendered such gratuitous and unnecessary confusion. *See Chuway*, 362 F.3d at 949 (“Our conclusion does not place debt collectors on a razor’s edge”).

54. Plaintiff was confused and misled by Exhibit A.

55. The unsophisticated consumer would be confused and misled by Exhibit A.

56. Plaintiff had to spend time and money investigating Exhibit A.

57. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibits A and B.

The FDCPA

58. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *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.”); *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).

59. 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”). 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).

60. 15 U.S.C. § 1692e generally prohibits a debt collector from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

61. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

62. 15 U.S.C. § 1692e(5) specifically prohibits the “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

63. 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.”

64. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

65. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

66. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

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

(1) the amount of the debt;

67. The Seventh Circuit has held that a debt collector must state the correct amount of the debt on the date a letter is sent to a consumer. *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000):

It is no excuse that it was “impossible” for the defendants to comply when as in this case the amount of the debt changes daily. What would or might be impossible for the defendants to do would be to determine what the amount of the debt might be at some future date if for example the interest rate in the loan agreement was variable. What they certainly could do was to state the total amount due--interest and other charges as well as principal--on the date the dunning letter was sent. We think the statute required this.

68. While *Miller* addressed a debt collector's obligation to provide the amount of the debt under 15 U.S.C. § 1692g(a)(1), the Seventh Circuit has held that the standards for claims under § 1692e and § 1692g are the same. *McMillan v. Collection Professionals, Inc.*, 455 F.3d 754, 759 (7th Cir. 2006).

We cannot accept the district court's view that claims brought under § 1692e or § 1692f are different from claims brought under § 1692g for purposes of Rule 12(b)(6) analysis. Whether or not a letter is 'false, deceptive, or misleading' (in violation of § 1692e) or 'unfair or unconscionable' (in violation of § 1692f) are inquiries similar to whether a letter is confusing in violation of § 1692g. After all, as our cases reflect, the inquiry under §§ 1692e, 1692g and 1692f is basically the same: it requires a fact-bound determination of how an unsophisticated consumer would perceive the letter.")

69. The Seventh Circuit explained in *Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629-30 (7th Cir. 2009), that a debt collector that uses gratuitous and confusing language bears the burden of explaining why that language was used and justifying its inclusion.

The WCA

70. 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).

71. 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).

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

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

74. 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).

75. 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).

76. 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. Nuwell 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.*

77. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

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

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

80. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

COUNT I – FDCPA

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

82. Exhibit A states the “Current Balance” of the debt is \$1,209.69, but also informs the consumer that the debt collector seeks resolution “for the Total Amount Due on your account.”

83. Exhibit A fails to state the amount of the debt in a non-confusing manner. Where a debt has not been accelerated, the “Total Amount Due” on the account may be less than the “Current Balance.”

84. Exhibit A fails to state the amount of the debt in a non-confusing manner. If the debt buyer has decided to start charging interest, the “Total Amount Due” on the account may be greater than the “Current Balance.”

85. Exhibit A impliedly threatens the unsophisticated consumer that interest is accruing on the account.

86. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), 1692e(10), and 1692f, 1692f(1), and 1692g(a)(1).

COUNT II – WCA

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

88. Exhibit A states the “Current Balance” of the debt is \$1,209.69, but also informs the consumer that the debt collector seeks resolution “for the Total Amount Due on your account.”

89. Exhibit A fails to state the amount of the debt in a non-confusing manner. Where a debt has not been accelerated, the “Total Amount Due” on the account may be lesser than the “Current Balance.”

90. Exhibit A fails to state the amount of the debt in a non-confusing manner. If the debt buyer has decided to start charging interest, the “Total Amount Due” on the account may be greater than the “Current Balance.”

91. Exhibit A impliedly threatens the unsophisticated consumer that interest is accruing on the account.

92. Defendants violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

93. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint, (c) seeking to collect a debt for personal, family, or household purposes, (d) that was originally owed to Synchrony, (e) where the letter in the form of Exhibit A was mailed between March 22, 2017 and March 22, 2018, inclusive, (f) and was not returned by the postal service.

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

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

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

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

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

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

JURY DEMAND

99. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

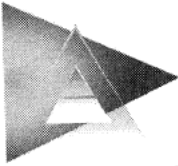
Dated: March 22, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
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



D & A Services
 1400 E. Touhy Ave, Ste. G2
 Des Plaines, IL 60018

D&A #	Original Creditor	Current Creditor	Original Account #	Current Balance
4950	Synchrony Bank	Crown Asset Management, LLC	XXXXXXXXXXXX9318	\$1,209.69

Toll Free: 877-685-5791
 Fax: 855-226-1835 • Web: <https://myaccount.dnasllc.com>

Hours of Operations: M-Th 8 am – 8 pm CST
 Fri 8 am – 5 pm CST
 Sat 8 am – 12 pm CST

1041

Josette Bauer
 1635 Rawson Ave
 South Milwaukee, WI 53172-1845

March 30, 2017

Dear Josette Bauer:

Your Account has been placed with our office to seek a resolution with you for the Total Amount Due on your account. If you cannot pay the amount due today, please call us at 1-877-685-5791 to discuss further arrangements.

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 the current creditor.

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

You may pay online by using the following link. Web: <https://myaccount.dnasllc.com>

detach below and return in the enclosed envelope with your payment

1400 E. Touhy Ave
 Suite G2
 Des Plaines, IL 60018

877-685-5791

D&A#	Current Balance
4950	\$1,209.69

Contact Number	Payment Amount
	\$

Josette Bauer
 1635 Rawson Ave
 South Milwaukee, WI 53172-1845

Make your check or money order payable to:
 D & A Services
 1400 E. Touhy Ave
 Suite G2
 Des Plaines, IL 60018

*When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment also - direct transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Exhibit B

Synchrony Bank
P.O. Box 965064
Orlando, FL 32896-5064

JOSETTE BAUER
1635 RAWSON AVE
SOUTH MILWAUKEE WI 53172-1845

UPGR
164663

03/31/2017



RE: Lowes® ConsumerCreditCard
Account Number: 79819*****9318
Account Balance at Time of Sale: \$1209.69

Dear JOSETTE BAUER,

This letter is to inform you that the above-referenced account was sold to Crown Asset Management, LLC on 03/22/2017. If you have any questions about this account, please contact:

Crown Asset Management, LLC
3100 Breckenridge Blvd Ste 725
Duluth, GA 30096
866-696-4442

Sincerely,

Synchrony Bank

0-0

DSGOODBYE



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
JOSETTE BAUER

(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
D&A SERVICES, 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 <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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: **March 22, 2018** SIGNATURE OF ATTORNEY OF RECORD: **/s/ Mark A. Eldridge**

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

JOSETTE BAUER

Plaintiff(s)

v.

D&A SERVICES, LLC, and
CROWN ASSET MANAGEMENT, LLC,

Defendant(s)

Civil Action No. 18-cv-456

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
D&A SERVICES, LLC
1400 E. Touhy Ave., Suite G2
Des Plaines, Illinois 60018

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

_____ were received by me on *(date)* _____.

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

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* _____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JOSETTE BAUER

Plaintiff(s)

v.

D&A SERVICES, LLC, and
CROWN ASSET MANAGEMENT, LLC,

Defendant(s)

Civil Action No. 18-cv-456

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
CROWN ASSET MANAGEMENT, LLC
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison , WI 53703

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

_____ were received by me on *(date)* _____.

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

_____ on *(date)* _____ ; or

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

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

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against D&A Services, One Other Takes Issue with Collection Letter's 'Confusing' Language](#)
