

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

7. Each plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), Wis. Stats., in that he allegedly engaged in a transaction for personal, family, or household purposes, namely medical services, where there was an agreement to defer payment.

8. Defendant Americollect, Inc., (“Americollect”) is a debt collection agency with its principal place of business located at 1851 S Alverno Rd., Manitowoc, Wisconsin 54220.

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

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

11. Americollect is licensed as a “Collection Agency” pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

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

13. Defendant Ermed, S.C. (“Ermed”) is a domestic service close corporation with its principal office at 2900 West Oklahoma Avenue, Milwaukee, Wisconsin 53215.

14. Ermed is a debt collector as that term is defined in Wis. Stat. § 427.103.

15. Ermed routinely conducts debt collection activities with respect to debts owed by Wisconsin citizens.

16. 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).

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

18. 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.”

19. 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).

20. 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/.

FACTS

Facts Relating to Plaintiff Betz

Americollect’s November 15, 2016 Letter

21. On or about November 15, 2016, Americollect mailed a debt collection letter to Betz regarding an alleged debt, allegedly owed to Ermed. A copy of this letter is attached as Exhibit A.

22. The alleged debts identified in Exhibit A were medical debts and, thus, incurred for personal, household and family purposes.

23. Betz was not required to pay for the medical services at the time services were rendered. Instead, Ermed mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment’”).

24. Upon information and belief, Exhibit A was the first letter Americollect sent Betz regarding the alleged debts to which the letter refers.

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

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

27. Exhibit A contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g(a), requires debt collectors to mail alleged debtors 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 the 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.

Exhibit A.

28. Exhibit A also contains the following:

<u>CREDITOR NAME</u>	<u>ACCOUNT #</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>LAST ACTIVITY DATE</u>	<u>BALANCE</u>
ERMED S.C.	██████0411	\$26.81	\$0.00	06/03/2016	\$26.81

TOTAL: \$26.81

Exhibit A.

29. Exhibit A states that Americollect was attempting to collect on behalf of Ermed, and that the debt was incurred for medical services provided on June 6, 2016, associated with an account ending in 0411, and in an amount of \$26.81.

30. Exhibit A also contains the following:

The below account(s) have been listed with our office for collection. The amount due stated below, is the amount due as of the date of this letter. Future interest of 5% per year may be added to the account if the amount due is not paid. In the event your payment is returned to us NSF, we may represent your check electronically.

Exhibit A.

31. Exhibit A states that, as of November 15, 2016, the balance of the debt was \$26.81 but threatens that “Future interest of 5% per year may be added to the account if the amount due is not paid.”

32. Exhibit A also contains the following:

We accept checks over the phone or pay by credit card to protect your good credit!

Exhibit A.

33. The unsophisticated consumer would understand the reference to “protect[ing] your good credit!” to mean that Americollect was threatening to report the outstanding debt to credit reporting agencies.

Ermed’s April 3, 2017 Statement

34. On or about April 3, 2017, Ermed mailed Betz an account statement regarding an alleged debt, allegedly owed to Ermed. A copy of this account statement is attached to this complaint as Exhibit B.

35. Exhibit B states the following:

Patient: RANDY L. BETZ		Site of Service: ST LUKES SOUTHSHORE HOSPITA		Primary: BLUE SHIELD OF WISC			
Account: [REDACTED] 0411		Refer Prov:		Secondary:			
Service Dt.	Provider	Service Description	Qty	Charges	Payments	Adjustments	You Owe
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	403.00			
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	332.00			
07/13/16		BLUE SHIELD OF WISCONSIN			-241.26	241.26	
Amount You Owe							708.19

Exhibit B.

36. Exhibit B states that Ermed was attempting to collect a debt incurred for medical services provided on June 3, 2016, associated with an account ending in 0411, and in an amount of \$708.19.

37. Exhibit B was attempting to collect a debt for medical services owed to the same provider, incurred on the same day, and associated with same account number as the debt Americollect was attempting to collect in Exhibit A.

38. Upon information and belief, Exhibits A and B were attempting to collect the same debt.

39. Exhibit A, mailed on November 15, 2016, attempted to collect this account's debt in the amount of \$26.81 whereas Exhibit B attempted to collect this account's debt in the amount of \$708.19.

40. Exhibit B also states:

Summary of Account

Total Charges	\$ 735.00
Insurance Payments	- \$ 241.26
Insurance Adjustments	\$ 241.26
Patient Payments	\$ 0.00
Account Adjustments	\$ 0.00
AMOUNT DUE	\$ 708.19

Exhibit B.

41. Exhibit B states that the “Total Charges” for the medical services provided on June 3, 2016 were valued at \$735.00.

42. Exhibit B further states that, on July 13, 2016, “Insurance Payments” in the amount of \$241.26 and “Insurance Adjustments” in the amount of \$241.26 were applied to the account.

43. Although these payments and upward adjustments are in equal amounts and the net effect would be zero, and there were no further adjustments or interest added to the account between July 13, 2016 and April 3, 2017, the debt Ermed attempted to collect was \$708.19, not \$735.00.

Ermed’s April 12, 2017 Account Statement

44. On or about April 12, 2017, Ermed mailed Betz an account statement regarding an alleged debt, allegedly owed to Ermed. A copy of this account statement is attached to this complaint as Exhibit C.

45. Exhibit C states the following:

Patient: RANDY L. BETZ		Site of Service: ST LUKES SOUTHSORE HOSPITA		Primary: BLUE SHIELD OF WISC			
Account: [REDACTED] 0411		Refer Prov:		Secondary:			
Service Dt.	Provider	Service Description	Qty	Charges	Payments	Adjustments	You Owe
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	403.00			
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	332.00			
07/13/16		BLUE SHIELD OF WISCONSIN			0.00	241.26	
Amount You Owe							949.45

Exhibit C.

46. Exhibit C states that Ermed was attempting to collect a debt incurred for medical services provided on June 3, 2016, associated with an account ending in 0411, and in an amount of \$949.45.

47. Exhibit C was attempting to collect a debt for medical services owed to the same provider, incurred on the same day, and associated with same account number as the debts Exhibits A and B were attempting to collect.

48. Upon information and belief, Exhibits A, B, and C were attempting to collect the same debt.

49. Exhibit A attempted to collect a debt in the amount of \$26.81, Exhibit B attempted to collect a debt in the amount of \$708.19, and Exhibit C attempted to collect \$949.45.

50. Exhibit C also states:

Summary of Account

Total Charges	\$ 735.00
Insurance Payments	\$ 0.00
Insurance Adjustments	\$ 241.26
Patient Payments	\$ 0.00
Account Adjustments	\$ 0.00
AMOUNT DUE	\$ 949.45

Exhibit C.

51. Exhibit C states that the “Total Charges” for the medical services provided on June 3, 2016 were valued at \$735.00.

52. Exhibit C further states that, on July 13, 2016, “Insurance Payments” in the amount of \$0.00 and “Insurance Adjustments” in the amount of \$241.26 were applied to the account.

53. The information provided in Exhibit C conflicts with the information provided in Exhibit B. Exhibit B states that the insurance payments and adjustments should have offset each other, whereas Exhibit C states that there were no insurance payments at all.

54. Moreover, if the “Total Charges” for the medical services were \$735.00 and there were upward “insurance adjustments” in the amount of \$241.26, and no other adjustments or credits to the account, the “AMOUNT DUE” would not be \$949.45.

55. Moreover, upon information and belief, if the “Total Charges” for the medical services were \$735.00, the amount due would not be greater because the recipient of the medical

services was insured. The purpose of insurance is to reduce, rather than increase, out-of-pocket costs.

56. Moreover, although Exhibit A threatens that “Future interest of 5% per year may be added to the account if the amount due is not paid,” neither of Exhibit B, nor Exhibit C attempts to add interest to the account.

57. Betz was confused as to how much he was supposed to pay.

58. Betz was confused as to whether Americollect, or Ermed, was reporting this debt and to credit reporting agencies, and if so, in what amount.

59. Betz was deceived, misled, and confused by Exhibits B and C, especially when referencing Exhibits B and C with Exhibit A.

60. The unsophisticated consumer would be deceived, misled, and confused by Exhibits B and C, especially when referencing Exhibits B and C with Exhibit A.

Facts Relating to Plaintiff Cajigas

Aurora’s June 15, 2017 Account Statement

61. Throughout March, 2017, Cajigas obtained medical services through the AHCM South Shore Rehabilitation Center. The provider of medical services and creditor of Cajigas’ account was Aurora Health Care (“Aurora”).

62. On or about June 15, 2017, Aurora mailed an account statement to Cajigas, regarding an alleged debt, allegedly owed to Aurora. A copy of this account statement is attached to this complaint as Exhibit D.

63. Exhibit D contains the following:

Patient Name: CAJIGAS, RAFAEL A			
01/24/17 to 01/28/17 [REDACTED] 6890		Location: AHCM South Shore 3rd floor Inpatient Medical Surgical	
Balance Forward			
Patient Balance	80,199.53	-78,883.53	\$1,316.00
			\$1,316.00

Exhibit D.

64. Exhibit D states that Aurora's account ending 6890 is associated with medical services incurred between January 24, 2017 and January 28, 2017, with a total cost of \$80,199.53 and for which insurance payments and adjustments had been applied in an amount of \$78,883.53.

65. Exhibit D further states that Cajigas owed a total of \$1,316.00 for medical services incurred between January 24, 2017 and January 28, 2017, and associated with the account ending in 6890.

66. Exhibit D also contains the following:

Patient Name: CAJIGAS, RAFAEL A			
01/24/17 to 01/28/17 [REDACTED] 9926		Provider: NORD, STEPHEN L Location: AURORA ST LUKES SOUTH SHORE - OP	
Balance Forward			
Patient Balance	32,995.50	-32,693.46	\$302.04
			\$302.04

Exhibit D.

67. Exhibit D states that Aurora's account ending 9926 is associated with medical services incurred between January 24, 2017 and January 28, 2017, with a total cost of \$32,995.50 and for which insurance payments and adjustments had been applied in an amount of \$32,693.46.

68. Exhibit D further states that Cajigas owed a total of \$302.04 for medical services incurred between January 24, 2017 and January 28, 2017, and associated with the account ending in 9926.

69. Exhibit D also contains the following:

Patient Name: CAJIGAS, RAFAEL A			
03/02/17 to 03/31/17	██████████	4570	Location: AHCM South Shore Aurora Rehabilitation Center
Balance Forward	2,080.00	-1,993.50	\$86.50
Patient Balance			\$86.50

Exhibit D.

70. Exhibit D states that Aurora's account ending 4570 is associated with medical services incurred between March 2, 2017 and March 31, 2017, with a total cost of \$2,080.00 and for which insurance payments and adjustments had been applied in an amount of \$1,993.50.

71. Exhibit D further states that Cajigas owed a total of \$86.50 for medical services incurred between March 2, 2017 and March 31, 2017, and associated with the account ending in 4570.

Americollect's August 9, 2017 Letter

72. On or about August 9, 2017, Americollect mailed a debt collection letter to Cajigas regarding an alleged debt, allegedly owed to "AURORA ST LUKES SOUTH SHORE" ("Aurora"). A copy of this letter is attached as Exhibit E.

73. The alleged debt identified in Exhibit E was a medical debt and, thus, incurred for personal, household and family purposes.

74. Cajigas was not required to pay for the medical services at the time services were rendered. Instead, Aurora mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) ("Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an 'agreement to defer payment'").

75. Upon information and belief, Exhibit E was the first letter Americollect sent Cajigas regarding the alleged debts to which the letter refers.

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

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

78. Exhibit E contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g(a), requires debt collectors to mail alleged debtors 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 the 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.

Exhibit E.

79. Exhibit E also contains the following:

<u>CREDITOR NAME</u>	<u>ACCOUNT NUMBER</u>	<u>LAST ACTIVITY DATE</u>	<u>BALANCE</u>
AURORA HEALTH CARE LAKESHORE MEDICAL CLINIC OHIO	██████████9926	01/24/2017	\$302.04
AURORA HEALTH CARE AURORA ST LUKES SOUTH SHORE	██████████4570	03/02/2017	\$86.50

Exhibit E.

80. Exhibit E is false, deceptive, misleading, and confusing to the unsophisticated consumer.

81. Exhibit E attempts to collect the debts described above, associated with accounts ending in 9926 and 4570.

82. Exhibit E states that the “Last Activity Date” for the account ending in 9926 was January 24, 2017, and that the balance of this account is \$302.04.

83. The unsophisticated consumer would recognize the January 24, 2017 date as a date he received medical services from Aurora but would be confused as to whether the balance, \$302.04, covered all of the services associated with the account or only covered the services provided on January 24, 2017.

84. The balance Americollect attempted to collect, \$302.04, was about 1% of the total costs associated with the account ending in 9926, and less than 0.3% of the total costs of services Aurora provided between January 24, 2017 and January 28, 2017.

85. Exhibit E states that the “Last Activity Date” for the account ending in 4570 was March 2, 2017, and that the balance of this account is \$86.50.

86. The unsophisticated consumer would recognize the March 2, 2017 date as a date he received medical services from Aurora but would be confused as to whether the balance, \$86.50, covered all of the services associated with the account or only covered the services provided on March 2, 2017.

87. The balance Americollect attempted to collect, \$86.50, was about 4%, of the total costs incurred between March 2, 2017 and March 31, 2017 associated with the account ending in 4570.

88. Exhibit E uses the phrase “Last Activity Date” in a false, deceptive, misleading, and confusing way.

89. The unsophisticated consumer would understand “Last Activity Date” to mean the date of last account activity, not the date medical services were provided. *See, eg. Gillespie v. Equifax Info. Servs., L.L.C.*, 484 F.3d 938 (7th Cir. 2007) (“Equifax lists the date of the consumer’s last activity for the reported account in the Date of Last Activity field. If the account is delinquent, with no subsequent activity, then the Date of Last Activity reflects the date of

delinquency. If the consumer has been paying the account, the Date of Last Activity reflects the last payment. In the case of a previously delinquent account in which the consumer has started to make subsequent payments, the last payment by the consumer replaces the delinquency date in the Date of Last Activity field.”)

90. Even assuming the unsophisticated consumer would understand “Last Activity Date” to refer to a date of service, rather than date of account activity, the unsophisticated consumer would understand “Last Activity Date” to mean the last date medical services were provided.

91. Upon information and belief, the information Americollect provides in its letters in the field “Last Activity Date” is actually the date medical services associated with the account were first provided.

92. The unsophisticated consumer is not expected to consult prior account statements to resolve the confusion inherent in Americollect’s false, deceptive, misleading, and confusing choice of language, *i.e.*, “Last Activity Date.” *See Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 566 (7th Cir. 2004) (the fact that a debtor can refer to prior communications from a creditor to resolve confusion resulting from a debt collector’s misleading statements does not render the debt collector’s misleading statements immaterial).

93. Cajigas was deceived, misled, and confused by Exhibit E.

94. The unsophisticated consumer would be confused by Exhibit E.

Facts relating to Plaintiff Dunn

95. On or around February 10, 2017, Americollect mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “FROEDTERT-MEMORIAL-

LUTHERAN-HOSPITAL” (“Froedtert”). A copy of this letter is attached to this complaint as Exhibit F.

96. The alleged debt identified in Exhibit F was for alleged medical services.

97. The alleged debt identified in Exhibit F was allegedly owed to Froedtert and was incurred only for personal, family or household purposes.

98. The debt referenced in Exhibit F was incurred for personal medical services.

99. Dunn was not required to pay for the medical services at the time services were rendered. Instead, Froedtert mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment’”).

100. Upon information and belief, Exhibit F is a form letter, generated by a computer, and with the information specific to Dunn inserted by the computer.

101. Upon information and belief, Exhibit F is a form debt collection letter used by Americollect to attempt to collect alleged debts.

102. Exhibit F represents the balance allegedly owed to Froedtert as \$1,404.95.

103. Exhibit F contains the following text:

We have been given the opportunity to offer you a **discount of 25%** on the above account. If you have your payment in our office by 07/31/2017 your amount due to FROEDTERT-MEMORIAL-LUTHERAN-HOSP is \$1,053.71. We are not obligated to renew this offer.

Exhibit F.

104. The statements above are confusing and misleading to the unsophisticated consumer. Such broad, open-ended language is inherently confusing to the consumer and an unfair collection practice.

105. Exhibit F states that if payment is sent to the office “by 07/31/2017” the amount due is \$1,053.71.

106. Exhibit F gives no explanation as to how a payment of less than \$1,053.71 sent to Americollect’s office on or before 07/31/2017 would be treated. It is not unusual for consumers to make payments of nominal amounts, sometimes \$20 or \$50 or less, to medical providers because that is all the consumer can afford to pay.

107. Americollect’s language leaves open the possibility that the consumer will make a payment for less than \$1,053.71 on or before 07/31/2017 and not know if the payment was credited against the full balance or against the settlement amount.

108. The consumer then would not know if he or she owed the difference between the settlement amount less the payment made or the total balance due less the payment made.

109. If the consumer mistakenly believed that the amount remaining was the settlement amount less the payment made and paid the difference at some future point, Americollect or the creditor could continue to collect on the remaining total balance.

110. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt. A payment of the entire debt would leave pennies or, at most, a few dollars left over for payment later. *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). Due to the confusing language in Exhibit A, however, Americollect could continue to collect the remaining balance of the alleged debt, despite receiving payment(s) the consumer believed to be settlement payment(s).

111. Dunn was deceived, misled, and confused by Exhibit F.

112. The unsophisticated consumer would be confused by Exhibit F.

The FDCPA

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

114. 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”).

115. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

116. 15 U.S.C. § 1692e(2) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt, or the “false representation of...compensation which may be lawfully received by any debt collector for the collection” of an alleged debt.

117. 15 U.S.C. § 1692e(5) specifically prohibits threatening “to take any action that cannot legally be taken or that is not intended to be taken.”

118. 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.”

119. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

120. 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.”

121. 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.

15 U.S.C. § 1692g (emphasis added).

The WCA

122. 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).

123. 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).

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

125. “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.

126. 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.

127. 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).

128. 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).

129. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvell*

Credit Corp., 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

130. The policies and procedures of licensed collection agencies are governed, in part, by Wis. Admin. Code Ch. DFI-Bkg 74 (“Collection Agencies”).

131. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed debt collectors, 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.").

132. Wis. Stat. § 427.104(1)(g) specifically prohibits a debt collector from: “Communicat[ing] with the customer or a person related to the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

133. Wis. Stat. § 427.104(1)(h) specifically prohibits a debt collector from: “Engag[ing] in other conduct which can reasonably be expected to threaten or harass the customer or a person related to the customer.”

134. Wis. Stat. § 427.104(1)(j) specifically prohibits a debt collector from “[c]laim[ing], or attempt[ing] or threaten[ing] to enforce a right with knowledge or reason to know that the right does not exist.”

COUNT I -- FDCPA

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

136. Count I is brought on behalf of Betz and against Americollect.

137. Exhibit A contains false, deceptive, misleading, confusing, and unconscionable statements.

138. The balance stated in Exhibit A conflicts with the balance stated in account statements sent by the creditor. Exhibits B and C.

139. Americollect misstated the balance.

140. Americollect failed to state the balance in a non-confusing manner.

141. Americollect threatened to add interest to the account when Ermed did not intend to do so with respect to Betz' debt.

142. Americollect threatened to report an inaccurate balance to consumer reporting agencies.

143. Americollect violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), 1692f, and 1692g.

COUNT II -- FDCPA

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

145. Count II is brought on behalf of Cajigas and against Americollect.

146. The representation of the "Last Activity Date" in Exhibit E is a false, deceptive, misleading, and confusing statement.

147. Americollect uses the phrase "Last Activity Date" to mean the first date that medical services were provided.

148. The unsophisticated consumer would be deceived, misled, and confused by the use of the phrase "Last Activity Date" to mean the first date medical services were provided.

149. Americollect violated 15 U.S.C. §§ 1692e and 1692e(10).

COUNT III -- FDCPA

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

151. Count III is brought on behalf of Dunn and against Americollect.

152. Exhibit A includes an offer that is misleading as to the amount necessary to effectuate the settlement and when the offer may expire.

153. A consumer who mails a “settlement” payment to the address listed on the letter for less than the full amount of the settlement would not know if the payment was credited against the full balance or the settlement amount.

154. Americollect violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT IV -- WCA

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

156. Count IV is brought on behalf of Betz and against Americollect and Ermed.

157. The conflicting statements in Exhibits A-C are false, deceptive, misleading, confusing, and unconscionable means of attempting to collect a debt.

158. The unsophisticated consumer would be deceived, misled, and confused by the conflicting balances and threats to add interest stated in Exhibits A-C.

159. The unsophisticated consumer would be deceived, misled, and confused by Ermed’s billing practices, which include using “insurance adjustments” to increase the balance the consumer purportedly owes and attempting to collect an “Amount Due” that is not the actual sum of the charges, adjustments, and credits to the account.

160. The unsophisticated consumer would be deceived, misled, and confused by Americollect's false threats that the account would be subject to interest.

161. Americollect and Ermed violated Wis. Stat. § 427.104(1)(g), 427.104(1)(h), and 427.104(1)(j).

CLASS ALLEGATIONS

162. Plaintiffs bring this action on behalf of three Classes.

163. Class I ("Ermed Class") consists 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 in this action, (c) seeking to collect a debt allegedly owed to Ermed, (d) incurred for personal, family or household purposes, (e) between January 16, 2017 and January 16, 2018, inclusive, (f) that was not returned by the postal service. Plaintiff Betz is the named representative for Class I.

164. Class II ("Multiple Service Date Class") consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit E to the complaint in this action, (c) seeking to collect a debt allegedly incurred for medical services provided on more than one day, (d) incurred for personal, family or household purposes, (e) between January 16, 2017 and January 16, 2018, inclusive, (f) that was not returned by the postal service. Plaintiff Cajigas is the named representative for Class II.

165. Class III ("Confusing Settlement Offer Class") consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit F to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) between January 16, 2017 and January 16, 2018, inclusive, (e) that was not returned by the postal service.

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

167. 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 questions are whether Exhibits A, B, C, E and/or F violate the FDCPA and/or WCA.

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

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

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

JURY DEMAND

171. 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) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: January 16, 2018

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



PO BOX 1930
 MANITOWOC, WI 54221-1930
 ADDRESS SERVICE REQUESTED

CHECK BY PHONE

 NO FEES

NO FEES - IF PAYING BY CREDIT CARD FILL OUT BELOW

WE ACCEPT: VISA MasterCard DISCOVER

CARD NUMBER: _____ EXP. DATE: _____

PLEASE PRINT NAME: _____

SIGNATURE: _____

STATEMENT DATE: 11/15/16 FILE NUMBER: 7008 AMOUNT DUE: \$26.81

SHOW AMOUNT PAID HERE: _____

Pay online at: www.americollectpay.com
 User ID: gzydwg Password: mnxzph



Phone (920) 686-8891 | Toll Free 1-888-682-0396
 Fax (920) 682-0313 | info@americollectpay.com
 Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
 Hablamos Español - (877) 563-5741



ADDRESSEE

01VMI 11/15/16
 RANDY L BETZ
 3860 E HOLMES AVE
 CUDAHY WI 53110-1721

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

AMERICOLLECT, INC
 PO BOX 1566
 MANITOWOC, WI 54221-1566

6268877 - 01666

Please check box if address or phone number has changed and indicate on back

Detach upper portion and return with payment

YOUR BALANCE IS PAST DUE

Please call us toll free at : 888-682-0396
 We accept checks over the phone or pay by credit card to protect your good credit!
 No processing fees for checks or credit cards.



FILE: 7008

The below account(s) have been listed with our office for collection. The amount due stated below, is the amount due as of the date of this letter. Future interest of 5% per year may be added to the account if the amount due is not paid. In the event your payment is returned to us NSF, we may represent your check electronically.

DEMAND FOR PAYMENT IN FULL

Mail your check or money order to PO Box 1566, Manitowoc, WI 54221-1566. To ensure proper credit, return this notice with your remittance or include the above file number.

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 the 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.

CREDITOR NAME	ACCOUNT #	PRINCIPAL	INTEREST	LAST ACTIVITY DATE	BALANCE
ERMED S.C.	0411	\$26.81	\$0.00	06/03/2016	\$26.81

TOTAL: \$26.81

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

**** NOTICE - SEE REVERSE SIDE FOR IMPORTANT INFORMATION ****

ACA INTERNATIONAL
 The Association of Credit and Collection Professionals
 Member

Americollect, Inc.
 1851 S. Alverno Rd. | PO Box 1566
 Manitowoc WI 54221 | (888) 682-0396 | FAX (920) 682-0313
info@americollectpay.com
 Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
 Hablamos Español - (877) 563-5741

AMOUNT DUE \$26.81

LiveChat Pay online at: www.americollectpay.com
 User ID: gzydwg Password: mnxzph

LPD108 - 6268877-01666-1/1-000

Name _____
Address _____
City/State/Zip _____
Phone (1) _____
Phone (2) _____
Email _____



If you provide contact information in any form, you are allowing Americollect to contact you via that information in a method we choose.

Phone (920) 686-8891 * Toll Free 1-888-682-0396
Fax (920) 682-0313 * info@americollectpay.com
Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
Hablamos Espanol - (877) 563-5741

We are required under state and federal law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

For residents of California: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described on the front of this letter.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Nonprofit credit counseling services may be available in the area.

For residents of Colorado: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.coag.gov/car. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Toll Free Phone Number: 1-800-838-0100

Local Office Information: 950 Spruce Street #1A Louisville CO 80027 Phone: 1-855-238-8524

For residents of Maine: Toll Free Phone Number: 1-800-838-0100 Business Hours - 7am-11pm Monday through Friday, and 8am-5pm Saturday (Central Standard Time)

For residents of Massachusetts: Business Hours - 7am-11pm Monday through Friday, and 8am-5pm Saturday (Central Standard Time). NOTICE OF IMPORTANT RIGHTS YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For residents of Minnesota: This collection agency is licensed by the Minnesota Department of Commerce. If this debt is healthcare related and you feel that your concerns have not been addressed, please contact Americollect, Inc. and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

For residents of Nevada: If you pay or agree to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as an acknowledgement of the debt and a waiver of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt. If you do not understand or have questions concerning your legal rights or obligations relation to the debt, you should seek legal advice.

For Residents of New York City: New York City Department of Consumer Affairs License Number 1427504.

For residents of North Carolina: Our permit number is 107992 Americollect Inc 1851 S. Alverno RD
PO Box 1566 Manitowoc WI 54221.

For Residents of Tennessee: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

For residents of Utah: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described on the front of this letter.

For residents of Wisconsin: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.Wdfi.org

Case 2:18-cv-00079-NJ Filed 01/16/18 Page 3 of 3 Document 1-1
Please mail your written disputes to Americollect, Inc., Attn: Dispute Resolutions Team, PO BOX 1596, Manitowoc WI 54221-1596.

Exhibit B

Thank you for choosing ERMED SC for your health care needs.

Statement Date:
Responsible Party:
Account Number:
Due Date:

4/3/17
RANDY L BETZ
0411
Upon Receipt

REQUEST FOR PAYMENT

Summary of Account

Total Charges	\$ 735.00
Insurance Payments	- \$ 241.26
Insurance Adjustments	\$ 241.26
Patient Payments	\$ 0.00
Account Adjustments	\$ 0.00
AMOUNT DUE	\$ 708.19

Amount you owe may include deductible amounts. Your prompt payment is appreciated! Please see the following page for transaction details.

Important Message:

Your account still has an outstanding balance. Please make payment immediately to avoid further collection activity. Thank you for your prompt attention.

Su cuenta refleja un balance pendiente. Por favor envíe su pago para evitar futuras facturas. Apreciamos su pronta atención.

Payment, Insurance & Billing Information



Pay by credit card online anytime, day or night! www.peryourhealth.com

Pay by credit card via phone: 866-898-7147 Certified, safe and secure credit card processing.



Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office. ID: 837*0045350411 Access key: X49GX8



To contact the billing office, please call 866-898-7147 MON-FRI 8:00 AM - 5:00 PM CST Para asistencia en Español llame al numero de arriba.

ERMED SC
P.O. BOX 808
GRAND RAPIDS, MI 49518-0808
Temp - Return Service Requested

Pay By Mail -- Please detach and return bottom stub with your check -- Include account number on check and correspondence

Account		Patient	
0411		RANDY L. BETZ	
Statement Date	Amount Due	Due Date	Amount Paid
4/3/17	\$ 708.19	Upon Receipt	

For your protection: NEVER include credit card information in the mail.

Make CHECK payable and remit to:

02259

GRAP 0411
RANDY L BETZ
3860 E HOLMES AVE
CUDAHY, WI 53110-1721

ERMED SC
PO BOX 78012
MILWAUKEE, WI 53278-8012



Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date: 4/3/17
 Responsible Party: RANDY L BETZ
 Account Number: [REDACTED] 0411
 Due Date: Upon Receipt

Patient: RANDY L. BETZ		Site of Service: ST LUKES SOUTHSORE HOSPITA		Primary:	BLUE SHIELD OF WISC		
Account: [REDACTED] 0411		Refer Prov:		Secondary:			
Service Dt.	Provider	Service Description	Qty	Charges	Payments	Adjustments	You Owe
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	403.00			
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	332.00			
07/13/16		BLUE SHIELD OF WISCONSIN			-241.26	241.26	
Amount You Owe							708.19

Total Amount You Owe
\$ 708.19

Please be aware that the above summary represents PROFESSIONAL services from your medical provider.
 You may receive a separate statement for services provided by the hospital.

CHANGE OF: Address Primary Insurance Supplemental Insurance

RANDY L BETZ
 [REDACTED] 0411

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___		Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected illness or injury? <input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Accident? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Onset or Accident ___/___/___	
Employer Name	Address, City, State, Zip		

Exhibit C



Thank you for choosing ERMED SC for your health care needs.

Statement Date:
Responsible Party:
Account Number:
Due Date:

4/12/17
RANDY L BETZ
[REDACTED] 0411
Upon Receipt

REQUEST FOR PAYMENT

Summary of Account

Total Charges	\$ 735.00
Insurance Payments	\$ 0.00
Insurance Adjustments	\$ 241.26
Patient Payments	\$ 0.00
Account Adjustments	\$ 0.00
AMOUNT DUE	\$ 949.45

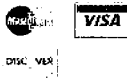
Amount you owe may include deductible amounts. Your prompt payment is appreciated! Please see the following page for transaction details.

Important Message:

Thank you for using our services. Your insurance has made payment on your account. The remaining balance due is your responsibility. Please make payment in full using a payment method listed to the left of the statement. If you do not have other insurance or do not provide us with additional insurance information the balance due is your responsibility. Thank you for your prompt attention.

Gracias por usar nuestros servicios. Hemos recibido el pago de su compañía de seguro medico y el balance de la cuenta es su responsabilidad. Por favor haga su pago usando los metodos que se le proveen en la parte izquierda de este estado de cuenta. Gracias por su pronta atencion en referencia a esta cuenta.

Payment, Insurance & Billing Information



Pay by credit card online anytime, day or night! www.peryourhealth.com

Pay by credit card via phone: 866-898-7147 Certified, safe and secure credit card processing.



Visit us at www.peryourhealth.com to update your insurance, address, view your account, or send a message to our billing office. ID: 837*0045350411 Access key: X49GX8



To contact the billing office, please call 866-898-7147 MON-FRI 8:00 AM - 5:00 PM CST Para asistencia en Español llame al numero de arriba.

ERMED SC
P.O. BOX 808
GRAND RAPIDS, MI 49518-0808
Temp - Return Service Requested

Pay By Mail

-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
[REDACTED] 0411		RANDY L. BETZ	
Statement Date	Amount Due	Due Date	Amount Paid
4/12/17	\$ 949.45	Upon Receipt	

For your protection: NEVER include credit card information in the mail.

Make CHECK payable and remit to:

008355

GRAP [REDACTED] 0411 [REDACTED]
[REDACTED]
RANDY L BETZ
3860 E HOLMES AVE
CUDAHY, WI 53110-1721



ERMED SC
PO BOX 78012
MILWAUKEE, WI 53278-8012



Pay by credit card online anytime, day or night!
www.peryourhealth.com

Statement Date: 4/12/17
 Responsible Party: RANDY L BETZ
 Account Number: [REDACTED] 0411
 Due Date: Upon Receipt

Patient: RANDY L. BETZ		Site of Service: ST LUKES SOUTHSORE HOSPITA		Primary:	BLUE SHIELD OF WISC		
Account: [REDACTED] 0411		Refer Prov:		Secondary:			
Service Dt.	Provider	Service Description	Qty	Charges	Payments	Adjustments	You Owe
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	403.00			
06/03/16	JASON TOMASELLO, MD	[REDACTED]	1.00	332.00			
07/13/16		BLUE SHIELD OF WISCONSIN			0.00	241.26	
Amount You Owe							949.45

Total Amount You Owe
\$ 949.45

Please be aware that the above summary represents PROFESSIONAL services from your medical provider.
 You may receive a separate statement for services provided by the hospital.

CHANGE OF: Address Primary Insurance Supplemental Insurance

RANDY L BETZ
 [REDACTED] 0411

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip		New Phone#	
Primary Policy Holder Name	Policy Holder Date of Birth ___/___/___	Relationship to Patient	
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name	Policy Holder Date of Birth ___/___/___	Relationship to Patient	
Policy Identification	Group Identification	Plan Code	Policy Effective Date ___/___/___
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected illness or injury? <input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Accident? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Onset or Accident ___/___/___	
Employer Name	Case 2:18-cv-00079-NB Document 1-3 Filed 04/16/18 Page 3 of 3		

Exhibit D



Aurora Health Care

PO Box 091700
Milwaukee, WI 53209-8700

Statement of Hospital and Physician Services

Statement Date: 06/15/17

Page 1 of 4

Payment Options:

- Pay Online: aurora.org/billing
- Phone: 800-326-2250
- Mail: PO Box 809418 Chicago, IL 60680-9418

Account Information

Guarantor Name: CAJIGAS,RAFAEL A
 Guarantor Account Number: [REDACTED] 2241

006236

[REDACTED]
 Rafael A Cajigas
 4215 S Vermont Ct Apt 20
 Saint Francis WI 53235-5430



Guarantor Account Summary

Total Amount Owed **\$2,049.53**

Charge, payment, and adjustment detail can be found starting on Page 3

Payment Plan Information

Monthly Amount: \$0.00
 Payment Plan Balance: \$0.00
 Overdue: \$0.00

Payment Plan Amount Due Now **\$0.00**
 Amount Due not on Payment Plan **\$2,049.53**

Amount Due Now **\$2,049.53**

Thank you for choosing
Aurora Health Care
 for your health care needs!

Your Aurora bill has a new look!
 It's been re-designed
 because of your feedback.
 Have questions? View a sample bill at
aurora.org/billing
 to see what common terms mean and
 learn how your bill is organized.

Customer Care

- Please contact us for questions, or to discuss a possible payment plan or financial assistance based on need.
- Para español favor llamara a (866) 629-6033

Hours: Monday - Thursday 7:30am - 6:00pm, Friday 7:30am - 5:00pm

Contact us: (800) 326-2250
customerservice@aurora.org



Aurora Health Care

Statement Date
 06/15/17

Account	Acct #	Date Due
CAJIGAS,RAFAEL A	[REDACTED] 2241	Upon Receipt
Amount Due Now	Amount I am Paying	
\$2,049.53	\$	

Make check payable to Aurora Health Care

AURORA HEALTH CARE
 PO Box 809418
 Chicago IL 60680-9418



Select One: Payment Enclosed or Choose Card Below:



Card # _____
 Exp. Date _____
 Print Cardholder's Name _____
 Signature _____

If you are having difficulty paying your bill, call 1-800-326-2250 as soon as you receive your statement to discuss your options.

Information about Aurora's Financial Assistance Program (*Helping Hand*):

- Patients eligible for *Helping Hand* will not be charged more than amounts generally billed for emergency and other medically necessary care.
- Patients who do not have health insurance will receive a 45% discount on medically necessary services.
- Patients who do not have health insurance and their family income is below 250% of the Federal Poverty Level may be eligible for our *Helping Hand* financial assistance program. To be eligible, you must have permanent residence in Wisconsin and meet the income guidelines:

Family Size	1	2	3	4	5	6
If income level below	\$30,150	\$40,600	\$51,050	\$61,500	\$71,950	\$82,400

- This is not a health insurance program, and there are limitations to the services that are eligible. Medically necessary services will be covered at 100%.
- You must apply for financial assistance within 240 days of your first billing statement.
- Financial advocates are located in all of our hospitals and many of our clinics to assist you.
- Our financial assistance policy and applications are available in multiple languages.

For additional information about Aurora's Financial Assistance Programs:

- Visit: aurora.org/billing
- Call: 1-800-326-2250 to speak to a financial advocate
- Mail a request: Financial Assistance, PO Box 51116, New Berlin, WI 53151

Information about Aurora's Collection Policy:

- Aurora Health Care policy prohibits deferring, denying, or requiring a payment before providing medically necessary care due to nonpayment of one or more bills for previously provided care covered under Aurora's *Helping Hand* Program.
- If your account becomes past due, Aurora Health Care may take actions to try to resolve the debt. This may include collection calls to you or the guarantor, appointment requests with an Aurora representative, collection letters, e-mails, and other electronic communications. Care may be deferred or denied while Aurora makes a reasonable effort to determine whether you are eligible for Aurora's *Helping Hand* Program, or were eligible at the time the services were rendered.
- Aurora Health Care may authorize the sale of the debt or refer a past due account to a collection agency. The agency could pursue the extraordinary collection actions (ECA) of credit bureau reporting, money judgments, wage garnishment, and lien attachments to assets in timelines that are permissible by federal law. No ECA will take place until at least 240 days after the date of your first post-discharge billing statement and never when you have a financial assistance application in pending status.

Visit aurora.org/billing for additional information about Aurora's collection policy.

Detail of Previous Services

These charges remain seriously past due and may be referred to an outside collection agency.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: CAJIGAS, RAFAEL A				
12/27/16	5060	Provider: REBANCOS, DEXTER R Location: LAKESHORE MEDICAL CLINIC CUDAHY		
	Balance Forward			
	Patient Balance	333.00	-312.14	\$20.86
				\$20.86
Patient Name: CAJIGAS, RAFAEL A				
12/27/16	7472	Provider: JOCHEM, RICHARD J Location: LAKESHORE MEDICAL CLINIC CUDAHY		
	Balance Forward			
	Patient Balance	491.00	-480.11	\$10.89
				\$10.89
Patient Name: CAJIGAS, RAFAEL A				
01/17/17	6362	Provider: REBANCOS, DEXTER R Location: LAKESHORE MEDICAL CLINIC CUDAHY		
	Balance Forward			
	Patient Balance	721.00	-657.10	\$63.90
				\$63.90
Patient Name: CAJIGAS, RAFAEL A				
01/17/17	2818	Provider: CHANG, YOUNG H Location: LAKESHORE MEDICAL CLINIC CUDAHY		
	Balance Forward			
	Patient Balance	289.00	-262.25	\$26.75
				\$26.75
Patient Name: CAJIGAS, RAFAEL A				
01/18/17	7477	Provider: ESPINOSA, LEANDRO Location: LAKESHORE MEDICAL CLINIC LAYTON		
	Balance Forward			
	Patient Balance	207.00	-201.05	\$5.95
				\$5.95
Patient Name: CAJIGAS, RAFAEL A				
01/18/17	2385	Provider: GREBE, PAUL J Location: LAKESHORE MEDICAL CLINIC LAYTON		
	Balance Forward			
	Patient Balance	1,367.00	-1,343.54	\$23.46
				\$23.46
Patient Name: CAJIGAS, RAFAEL A				
01/18/17	2714	Provider: HALL, JEFFREY P Location: LAKESHORE MEDICAL CLINIC LAYTON		
	Balance Forward			
	Patient Balance	240.00	-225.81	\$14.19
				\$14.19
Patient Name: CAJIGAS, RAFAEL A				
01/24/17 to 01/28/17	6890	Location: AHCM South Shore 3rd floor Inpatient Medical Surgical		
	Balance Forward			
	Patient Balance	80,199.53	-78,883.53	\$1,316.00
				\$1,316.00
Patient Name: CAJIGAS, RAFAEL A				
01/24/17 to 01/28/17	9926	Provider: NORD, STEPHEN L Location: AURORA ST LUKES SOUTH SHORE - OP		
	Balance Forward			
	Patient Balance	32,995.50	-32,693.46	\$302.04
				\$302.04

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: CAJIGAS,RAFAEL A				
01/31/17	4337			Location: AHCM South Shore Aurora Rehabilitation Center
	Balance Forward			
	Patient Balance	440.00	-420.09	\$19.91
				\$19.91

Patient Name: CAJIGAS,RAFAEL A				
02/02/17 to 02/28/17	4567			Location: AHCM South Shore Aurora Rehabilitation Center
	Balance Forward			
	Patient Balance	2,990.00	-2,866.02	\$123.98
				\$123.98

Patient Name: CAJIGAS,RAFAEL A				
03/02/17 to 03/31/17	4570			Location: AHCM South Shore Aurora Rehabilitation Center
	Balance Forward			
	Patient Balance	2,080.00	-1,993.50	\$86.50
	Previous Services Balance Due			\$86.50
				\$2,014.43

Detail of New Activity

Thank you for choosing Aurora Health Care. The full balance owed is due upon receipt. We appreciate your prompt payment.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: CAJIGAS,RAFAEL A				
05/05/17	3745			Provider: NORD, STEPHEN L Location: LAKESHORE MEDICAL CLINIC CUDAHY
05/05/17	OFFICE/OUTPT VISIT	240.00		
05/25/17	UNITED H Payments		-55.64	
05/25/17	UNITED H Adjustments		-170.17	
	Patient Balance			\$14.19

Patient Name: CAJIGAS,RAFAEL A				
05/23/17	9512			Provider: REBANCOS, DEXTER R Location: LAKESHORE MEDICAL CLINIC CUDAHY
05/23/17	OFFICE/OUTPT VISIT	356.00		
06/12/17	UNITED H Payments		-81.96	
06/12/17	UNITED H Adjustments		-253.13	
	Patient Balance			\$20.91
	New Activity Balance Due			\$35.10

Total Amount Owed to Aurora (As of this Statement)

\$2,049.53

Exhibit E

PO BOX 1690
MANITOWOC, WI 54221-1690

Phone 920-686-8891 | Toll Free 1-888-682-0396
info@americollectpay.com
Call us CST: Mon-Fri 7AM-11PM, Sat 8AM-5PM Hablamos Español

ADDRESSEE

08/09/17 - 01



Rafael A Cajigas
4215 S Vermont Ct Apt 20
Saint Francis, WI 53235-5430

CHECK BY
PHONE
NO FEES

NO FEES - IF PAYING BY CREDIT CARD, FILL OUT BELOW.

WE ACCEPT: VISA M.C. DISC. VER.

CARD NUMBER: _____ EXP. DATE: ____/____/____

PLEASE PRINT NAME: _____

SIGNATURE: _____

STATEMENT DATE: 08/09/17 FILE NUMBER: ██████8143 AMOUNT DUE: \$388.54

SHOW AMOUNT PAID HERE: _____ Pay online at: www.americollectpay.com
User ID: d3gz4p9 Password: jcjxh3

PLEASE MAKE CHECKS PAYABLE AND SEND TO:

AMERICOLLECT, INC
PO BOX 1505
MANITOWOC, WI 54221

Please check box if address or phone number has changed and indicate on back.

Detach upper portion and return with payment

YOUR BALANCE IS PAST DUE

Please call us toll free at: 1-888-682-0396
We accept checks over the phone or pay by credit card!
No processing fees for checks or credit cards.



FILE: ██████8143

REQUEST FOR PAYMENT IN FULL

The below account(s) have been listed with our office for collection.

In the event your payment is returned to us NSF, we may re-present your check electronically.

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 the 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.

CREDITOR NAME	ACCOUNT NUMBER	LAST ACTIVITY DATE	BALANCE
AURORA HEALTH CARE	██████9926	01/24/2017	\$302.04
LAKESHORE MEDICAL CLINIC OHIO			
AURORA HEALTH CARE	██████4570	03/02/2017	\$86.50
AURORA ST LUKES SOUTH SHORE			

This is a communication from a debt collector.

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

To report complaints about Americollect please email complaint@americollectpay.com or call 1-855-238-8524.

**** NOTICE - SEE REVERSE SIDE FOR IMPORTANT INFORMATION ****

AMERICOLLECT, INC
1851 S ALVERNO RD
MANITOWOC, WI 54221-1566 | 1-888-682-0396
info@americollectpay.com
Call us CST Mon-Fri 7AM-11PM, Sat 8AM-5PM
Hablamos Español 877-563-5741

AMOUNT DUE

\$388.54

LiveChat

Pay online at: www.americollectpay.com
User ID: d3gz4p9 Password: jcjxh3

Name _____
Address _____
City/State/Zip _____
Phone (1) _____
Phone (2) _____
Email _____

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

For residents of Wisconsin: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

Please mail your written disputes to Americollect, Inc., Attn: Dispute Resolutions Team, PO BOX 1596, Manitowoc WI 54221-1596.

EXHIBIT F



PO BOX 1553
 MANITOWOC, WI 54221-1553
 ADDRESS SERVICE REQUESTED

Phone 855-385-0586 | Toll Free 1-855-385-0586
 Fax (920) 682-0313 | info@americollectpay.com
 Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
 Hablamos Español - (877) 563-5741

CHECK BY PHONE
 NO FEES

NO FEES IF PAYING BY CREDIT CARD. SEE BELOW

WE ACCEPT: VISA DISCOVER

CARD NUMBER: _____ EXP. DATE: ____/____/____

PLEASE PRINT NAME: _____

SIGNATURE: _____

STATEMENT DATE: 02/10/17 FILE NUMBER: ██████████6111 AMOUNT DUE: \$1,404.95

SHOW AMOUNT PAID HERE: _____

Pay online at: www.americollectpay.com
 User ID: ynr49mh Password: 9xxndz



ADDRESSEE

SETLE 02/10/17
 KEVIN M DUNN
 5339 RAINBOW DR
 GREENDALE WI 53129-2807

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

AMERICOLLECT, INC
 PO BOX 1566
 MANITOWOC, WI 54221-1566

6744192 - 00532

Please check box if address or phone number has changed and indicate on back

Detach upper portion and return with payment

YOUR BALANCE IS PAST DUE

Please call us toll free at : 855-385-0586
 We accept checks over the phone or pay by credit card to protect your good credit!
 No processing fees for checks or credit cards.



IMPORTANT COMMUNICATION



File#: ██████████6111
 Account #: ██████████1062
 Re: FROEDTERT-MEMORIAL-LUTHERAN-HOSP
 Amount Due: \$1,404.95

Previously you were sent a validation notice.

The Amount Due to FROEDTERT-MEMORIAL-LUTHERAN-HOSP is \$1,404.95 on account ██████████1062.

We have been given the opportunity to offer you a discount of 25% on the above account. If you have your payment in our office by 07/31/2017 your amount due to FROEDTERT-MEMORIAL-LUTHERAN-HOSP is \$1,053.71. We are not obligated to renew this offer.

Please remit to:
 Americollect, Inc., P O Box 1566, Manitowoc, WI 54221-1566.
 1-855-385-0586

If mailing, please return this letter with your payment to ensure proper credit.

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

**** NOTICE - SEE REVERSE SIDE FOR IMPORTANT INFORMATION ****

ACA
 INTERNATIONAL
 The Association of Credit and Collection Professionals
 Member

Americollect, Inc.
 1851 S. Alverno Rd. | PO Box 1566
 Manitowoc WI 54221 | (855) 385-0585 | FAX (920) 682-0313
 info@americollectpay.com
 Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
 Hablamos Español - (877) 563-5741

AMOUNT DUE \$1,404.95



Pay online at: www.americollectpay.com
 User ID: ynr49mh Password: 9xxndz

1 PD101 - 8744192-00632-1/1-000



Name _____
 Address _____
 City/State/Zip _____
 Phone (1) _____
 Phone (2) _____
 Email _____

Phone (920) 686-8891 * Toll Free 1-855-385-0585
 Fax (920) 682-0313 * info@americollectpay.com
 Call us Mon - Fri 7am - 11pm, Sat 8am - 5pm (CST)
 Hablamos Espanol - (877) 563-5741

If you provide contact information in any form you are allowing Americollect to contact you via that information in a method we choose.

We are required under state and federal law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

For residents of California: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov .

Nonprofit credit counseling services may be available in the area.

For residents of Colorado: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.coag.gov/car. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Toll Free Phone Number: 1-800-838-0100

Local Office Information: 950 Spruce Street #1A Louisville CO 80027 Phone: 1-855-238-8524

For residents of Maine: Toll Free Phone Number: 1-800-838-0100 Business Hours – 7am-11pm Monday through Friday, and 8am-5pm Saturday (Central Standard Time)

For residents of Massachusetts: Business Hours – 7am-11pm Monday through Friday, and 8am-5pm Saturday (Central Standard Time). NOTICE OF IMPORTANT RIGHTS YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For residents of Minnesota: This collection agency is licensed by the Minnesota Department of Commerce. If this debt is healthcare related and you feel that your concerns have not been addressed, please contact Americollect, Inc. and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

For Residents of New York City: New York City Department of Consumer Affairs License Number 1427504.

For residents of North Carolina: Our permit number is 107992 Americollect Inc 1851 S. Alverno RD PO Box 1566 Manitowoc WI 54221.

For Residents of Tennessee: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

For residents of Utah: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

For residents of Wisconsin: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.Wdfi.org

Please mail your written disputes to Americollect, Inc., Attn: Dispute Resolutions Team, PO BOX 1596, Manitowoc WI 54221-1596.

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

RANDY BETZ, et al.

(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

AMERICOLLECT, INC., 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	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<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"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<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"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos 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"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<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"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<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"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<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"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<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"/> 355 Motor Vehicle Product Liability		<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"/> 360 Other Personal Injury		LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<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

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

January 16, 2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Randy Betz, et al.
Plaintiff(s)
v.
Americollect Inc., et al.
Defendant(s)
Civil Action No. 18-cv-79

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
Americollect, Inc.
c/o Kenlyn T Gretz
PO Box 1566
Manitowoc, WI 54221

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. 18-cv-79

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

Randy Betz, et al.
Plaintiff(s)
v.
Americollect Inc., et al.
Defendant(s)
Civil Action No. 18-cv-79

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
ERMED, S.C.
c/o Keith Rader, MD
2900 West Oklahoma Avenue
Milwaukee, WI 53215

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))

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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.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Americollect, Ermed Hit with Three Plaintiffs' FDCPA Suit in Wisconsin](#)
