

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

ROBIN BETZ, Individually and on Behalf of All Others Similarly Situated,	)	Case No.: 17-cv-1672
	)	<b>CLASS ACTION COMPLAINT</b>
Plaintiff,	)	
v.	)	
	)	<b>Jury Trial Demanded</b>
RECEIVABLES PERFORMANCE MANAGEMENT, LLC,	)	
	)	
Defendant.	)	

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**INTRODUCTION**

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

**JURISDICTION AND VENUE**

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

**PARTIES**

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

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

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that he engaged in a consumer transaction.

6. Defendant Receivables Performance Management, LLC (“RPM”) is a debt collection agency with its principal place of business located at 20816 44th Ave West Lynnwood, WA 98036.

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

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

### **FACTS**

#### **March 25, 2017 Letter**

9. On or about March 25, 2017, RPM mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “Verizon Wireless” (“Verizon”). A copy of this letter is attached to this complaint as Exhibit A.

10. The alleged debt identified in Exhibit A is an alleged personal cellular phone service account.

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

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

13. Plaintiff used his cell phone for personal, family or household purposes. Plaintiff did not open or use the cell phone for business purposes.

14. Exhibit A states the following:

Original Creditor:	Verizon Wireless
Amount:	\$1144.06
Fees Due:	0.00
Total Due:	\$1144.06

Exhibit A.

**July 15, 2017 Letter**

15. On or about July 15, 2017, RPM mailed a debt collection letter to Plaintiff regarding the same alleged debt, allegedly owed to Verizon. A copy of this letter is attached to this complaint as Exhibit B.

16. The alleged debt identified in Exhibit B is the same alleged personal cellular phone service account as the alleged debt identified in Exhibit A.

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

18. Upon information and belief, Exhibit B is a form debt collection letter used by RPM to attempt to collect alleged debts.

19. Exhibit B contains the following:

Notice Date:	07-15-17
Creditor Account#:	██████████0001
Creditor:	Verizon Wireless
Original Creditor:	Verizon Wireless
Due Date:	07-28-17
<b>Total Due:</b>	<b>\$1144.06</b>

Exhibit B.

20. Exhibit B is dated July 15, 2017.

21. Exhibit B also contains the following:

Due to our client's desire to resolve this matter, we are willing to accept 60% of the "total due" shown above as settlement in full. The remaining 40% of your outstanding balance will be forgiven if your payment of \$686.44 is received on or before 07-28-17. We are not obligated to renew this offer.

Exhibit B.

22. Exhibit B offers to settle the account for 40% of the "total due" balance of the account "if your payment of \$686.44 is received on or before 07-28-17." Exhibit B.

23. Exhibit B further informs the consumer that RPM is “not obligated to renew this offer.” Exhibit B.

**FDCPA and WCA Violations**

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

25. Exhibit A threatens to collect “Fees.” Although the amount of fees in Exhibit A is \$0.00, the letter implies that there could be fees added to the debt in a future letter. *Tylke v. Diversified Adjustment Serv.*, No. 14-cv-748; 2014 U.S. Dist. LEXIS 153281, \*7 (E.D. Wis. Oct. 28, 2014) (“the inclusion of a collection fee, even one showing a balance of zero, could imply the future possibility of one.”).

26. Upon information and belief, RPM does not actually add fees to consumer collection accounts.

27. Further, RPM could not add any “fees” to Plaintiff’s account.

28. Plaintiff’s phone service contract with Verizon was for services, specifically Verizon phone services, and involved agreements to render services and defer payment, under which finance charges, including but not limited to early termination fees, were or could be imposed, and which obligation was payable in installments. Such agreements are “consumer credit transactions” under the WCA, Wis. Stat. §§ 421-427.

29. Wis. Stat. § 421.301(10) defines a “consumer credit transaction”:

a consumer transaction between a merchant and a customer in which real or personal property, services or money is acquired on credit and the customer’s obligation is payable in installments or for which credit a finance charge is or may be imposed, whether such transaction is pursuant to an open-end credit plan or is a transaction involving other than open-end credit. The term includes consumer credit sales, consumer loans, consumer leases and transactions pursuant to open-end credit plans.

30. Plaintiff’s phone contract was for “services,” namely cell phone service.

31. Plaintiff’s cell phone service contract was payable in installments.

32. Under a cell phone service contract, the consumer incurs an obligation to pay the entire amount of the contract monthly, over the contract's term.

33. For example, under a cell phone service plan labeled "\$50 per month" with a 2-year term, the consumer is obligated to pay, at a minimum, \$1,200.00. The payments are made in 24 monthly installments of \$50 each.

34. Additionally, most cell phone service plans in which the consumer receives a "free" or "reduced price" phone spread the cost of the phone over the length of the contract term.

35. Moreover, upon information and belief, Verizon contracts include fees, including but not limited to early termination fees, that are considered finance charges under Wisconsin law.

36. The WCA specifically prohibits the attachment of collection fees and other "default charges" on consumer credit transactions, even if the fee is separately negotiated. Wis. Stat. § 422.413(1) provides:

no term of a writing evidencing a consumer credit transaction may provide for any charges as a result of default by the customer other than reasonable expenses incurred in the disposition of collateral and such other charges as are specifically authorized by chs. 421 to 427.

37. Neither Wis. Stat. § 422.202, entitled "Additional charges," nor any other section of the WCA, lists collection fees as a permissible fee a creditor may charge in connection with a consumer credit transaction.

38. Because cell phone service contracts are consumer credit transactions, Exhibit A falsely states or implies that RPM has a right to add collection fees to consumers' alleged cell phone service debts.

39. Even if a provision of any agreement between Plaintiff and Verizon for the provision of cell services would purport to permit Verizon to impose a collection fee, the WCA

prohibits such fees. Wis. Stat. § 421.106(1) (“Except as otherwise provided in chs. 421 to 427, a customer may not waive or agree to forego rights or benefits under chs. 421 to 427.”); *See also Lox v. CDA, Ltd.*, 689 F.3d. 818 (7th Cir. 2012) (false representation that attorney fees would be added when they could not be, violated 1692e).

40. Exhibit B is a misleading and unconscionable means of collecting, or attempting to collect, a debt.

41. Exhibit B is dated July 15, 2017, which was a Saturday. Allowing a few days for mailing and processing, a consumer probably would not receive Exhibit B until July 19, 2017, or later.

42. Exhibit B requires that the settlement payment be received by July 28, 2017. Again, allowing a few days for mailing and processing, a consumer would need to attempt to send the payment by July 24, 2017, or sooner.

43. Because Exhibit B would not be received until July 19, 2017 and the settlement payment would need to be sent by July 24, 2017, Exhibit B gives the consumer less than a week to consider, accept, and mail the settlement offer.

44. Upon information and belief, the settlement offer is available at any time. The purpose of imposing this short deadline is to unfairly pressure the consumer into settling an unsecured debt.

45. Moreover, Exhibit B is confusing on its face because it is unclear how RPM would process the payment where the consumer attempts to settle the debt by mailing a \$686.44 payment but the payment is not received until July 29, 2017, or some other date.

46. On the face of Exhibit B, RPM could process the payment and deduct \$686.44 from the “total due” balance of the account without contacting the consumer to inform him that

the payment is being processed as a partial payment rather than a settlement in full because the settlement offer had expired.

47. Moreover, Exhibit B notes that RPM is “not obligated to renew” the settlement offer, which also suggests that RPM may settle the account in full even if the \$686.44 payment is received on or after July 29, 2017.

48. Plaintiff was confused by Exhibits A and B.

49. The unsophisticated consumer would be confused by Exhibits A and B.

50. Plaintiff had to spend time and money investigating Exhibits A and B.

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

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

53. 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”).

54. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

55. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

56. 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.



57. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

58. 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.”

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

60. Wis. Stat. § 427.104(1)(L) also specifically prohibits a debt collector from “[t]hreaten[ing] action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

#### **COUNT I -- FDCPA**

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

62. RPM’s threat to collect fees in Exhibit A is a false, deceptive, and/or misleading representation to the unsophisticated consumer recipient.

63. RPM has no legal basis for collecting a collection fee on Plaintiff’s alleged cell phone service debt.

64. Exhibit A falsely represents that Defendant is lawfully entitled to collect a fee.

65. Exhibit A creates a false impression as to its authorization or approval for collecting a fee.

66. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), and 1692e(10).

## **COUNT II -- FDCPA**

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

68. RPM's threat to add a collection fee when neither RPM nor Verizon are entitled to such a fee, is an unfair and/or unconscionable method by which to try and collect an alleged debt.

69. As these statements are threatening and/or confusing to the unsophisticated consumer recipient so as to falsely imply that the creditor is entitled to receive a collection fee, they are an unfair and/or unconscionable method for attempting to collect a debt.

70. The unsophisticated consumer would be confused by the nebulous references in RPM's letter to "Fees" and would have no idea what those charges are, potentially could be, or whether they would be legitimate.

71. Defendant violated 15 U.S.C. §§ 1692f, and 1692f(1).

## **COUNT III – FDCPA**

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

73. Exhibit B misleads the unsophisticated consumer by falsely stating that the offer expires, and places undue pressure on the unsophisticated consumer to settle the debt.

74. Defendant violated 15 U.S.C. §§ 1692e, 1692e(5), and 1692f.

## **COUNT IV – WCA**

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

76. Exhibit A claims, attempts, or threatens to enforce a right to a collection fee, even though Defendant knew or should have had reason to know that no such right existed at the time the letters were sent.

77. Defendant violated Wis. Stat. §§ 427.104(1)(j) and 427.104(1)(L).

### **CLASS ALLEGATIONS**

78. Plaintiff brings this action on behalf of two classes.

79. Class I (“Collection Fee Class”) is defined as (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit A by Defendant that sought to collect alleged debts owed to Verizon, (c) seeking to collect a debt for personal, family or household purposes, (d) which threatens to include collection fees and/or interest on the original debt, (e) and when the original debt had not been reduced to judgment, (f) between November 28, 2016 and November 28, 2017, inclusive, (g) that was not returned by the postal service.

80. Class II (“Unconscionable Settlement Class”) is defined as (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit B by Defendant that sought to collect alleged debts owed to Verizon, (c) seeking to collect a debt for personal, family or household purposes, (d) which threatens to include collection fees and/or interest on the original debt, (e) and when the original debt had not been reduced to judgment, (f) between November 28, 2016 and November 28, 2017, inclusive, (g) that was not returned by the postal service.

81. Each Class is so numerous that joinder is impracticable. On information and belief, there are more than 50 members of each Class. There are questions of law and fact common to the members of each class, which common questions predominate over any questions

that affect only individual class members. The predominant common question is whether the Defendant complied with the FDCPA and the WCA.

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

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

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

**JURY DEMAND**

85. Plaintiff hereby demands a trial by jury.

**RPMYER FOR RELIEF**

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

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

Dated: November 28, 2017

**ADEMI & O'REILLY, LLP**

By: /s/ Mark A. Eldridge  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)  
Jesse Fruchter (SBN 1097673)  
Ben J. Slatky (SBN 1106892)

3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
jblythin@ademilaw.com  
meldridge@ademilaw.com  
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bslatky@ademilaw.com

# **EXHIBIT A**



Receivables Performance Management LLC

20816 44th Ave W  
Lynnwood, WA 98036

You can now pay online at: [www.rmpayments.com](http://www.rmpayments.com)

Account Information	
Date:	03-25-17
Reference Number:	9786
Creditor:	Verizon Wireless
Creditor Account:	0001
Original Creditor:	Verizon Wireless
Amount:	\$1144.06
Fees Due:	0.00
Total Due:	\$1144.06

Dear Customer:

Your account, listed above, has been assigned to Receivables Performance Management for payment processing and collection. If you have any questions or need assistance, please call TOLL FREE 844.761.4042.

In the event that your payment is by check, we may present your check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by other means.

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 from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. If you so request in writing within 30 days of receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

**This communication is from a debt collector. The purpose of this notice is to collect a debt. Any information obtained will be used for that purpose.**

### Pay Online!



	Secure, Convenient and Easy to Use. You can now pay online at: <a href="http://www.rmpayments.com">www.rmpayments.com</a>
	<b>Telephone Hours:</b> Mon - Fri 7:30 AM to 5:00 PM Pacific time, Sat - Sun 7:00 AM to 12:00 PM Pacific time. Tel: 844.761.4042
	<b>Send Mail To:</b> Verizon PO Box 1548 Lynnwood, WA 98046-1548

VZW/355374151312

**Please tear off and return lower portion with payment in envelope provided.**

3137/002699/0007

Undeliverable Mail Only:  
PO Box 2630  
Southgate, MI 48195-4630

03-25-17

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
<input checked="" type="checkbox"/> <b>VISA</b>	<input type="checkbox"/> <b>MasterCard</b>	<input type="checkbox"/> <b>Discover</b>
CARD NUMBER		
SIGNATURE		EXP. DATE
<b>REFERENCE NUMBER</b> 0001	<b>PAY THIS AMOUNT</b> \$1144.06	<b>AMOUNT PAID</b> \$



Betz, Robin  
5960 S Quality Ave  
Cudahy, WI 53110-3129

Verizon  
PO Box 1548  
Lynnwood, WA 98046-1548

# Exhibit B





Receivables Performance Management LLC  
20816 44th Ave W  
Lynnwood, WA 98036

Notice Date:	07-15-17
Creditor Account#:	0001
Creditor:	Verizon Wireless
Original Creditor:	Verizon Wireless
Due Date:	07-28-17
<b>Total Due:</b>	<b>\$1144.06</b>

**ACT NOW AND SAVE MONEY  
SETTLEMENT OFFER: \$686.44**

Dear Betz, Robin:

Due to our client's desire to resolve this matter, we are willing to accept 60% of the "total due" shown above as settlement in full. The remaining 40% of your outstanding balance will be forgiven if your payment of \$686.44 is received on or before 07-28-17. We are not obligated to renew this offer.

Call us toll free at 844.761.4042 between the hours of Mon - Fri 7:30 AM to 5:00 PM Pacific time, Sat 7:00 AM to 12:00 PM Pacific time, to arrange payment terms. Otherwise, full payment of the settlement offer can be mailed to us at:

Receivables Performance Management LLC  
PO Box 1548  
Lynnwood, WA 98046-1548

**This communication is from a debt collector. The purpose of this notice is to collect a debt. Any information obtained will be used for that purpose.**

PAYMENT OPTIONS	
<b>(1) Single Payment Option:</b>	
➤ Pay <b>\$686.44</b> no later than <b>07-28-17</b> .	
➤ Your account will be considered <b>"Settled in Full"</b> after we post your payment.	
<b>(2) Financial Hardship Plan:</b>	
➤ Contact one of our Professional Representatives to qualify for our various payment options.	

**RECEIVABLES PERFORMANCE MANAGEMENT LLC CONTACT INFORMATION**

Call Toll-Free 844.761.4042 to discuss payment arrangements. Let us prove how committed we are to working with you!

Pay by mail to:  
Receivables Performance Management LLC  
PO Box 1548  
Lynnwood, WA 98046-1548

You can now pay online at:  
[www.rpmpayments.com](http://www.rpmpayments.com)

Office Hours: Mon - Fri 7:30 AM to 5:00 PM Pacific time, Sat 7:00 AM to 12:00 PM Pacific time.

SOX/355417028238

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

32255/028230/0102

Undeliverable Mail Only:  
PO Box 2630  
Southgate, MI 48195-4630

07-15-17

IF PAYING BY CREDIT CARD, FILL OUT BELOW.			
ZIP CODE	<input type="checkbox"/> VISA <input type="checkbox"/> <input type="checkbox"/> DISC. VER.		
CC#			CC# (ON BACK OF CARD)
SIGNATURE			EXP. DATE
Name as it appears on card			REFERENCE NUMBER
CREDITOR Verizon Wireless			AMOUNT PAID \$

Betz, Robin  
5960 S Quality Ave  
Cudahy, WI 53110-3129

Receivables Performance Management LLC  
PO Box 1548  
Lynnwood, WA 98046-1548

# 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

Robin Betz

(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

Receivables Performance Management, LLC

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

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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

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

### VI. CAUSE OF ACTION

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

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

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** \_\_\_\_\_  
CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

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

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

DATE: November 28, 2017 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark 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

ROBIN BETZ

Plaintiff(s)

v.

RECEIVABLES PERFORMANCE
MANAGEMENT, LLC

Defendant(s)

Civil Action No. 17-cv-1672

SUMMONS IN A CIVIL ACTION

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

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

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

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1672

**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

# ClassAction.org

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

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