

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

Tanya Boudreaux, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Gurstel Law Firm, P.C.,

Defendant.

Court File No.: 18-cv-957

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I.

INTRODUCTION

1. This is an action for damages, declaratory and injunctive relief, brought by Tanya Boudreaux (“Plaintiff Boudreaux” or “Plaintiff”) because of and Defendant Gurstel Law Firm, P.C.’s (“Defendant Law Firm”) violations of Plaintiff’s privacy rights under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq.
2. Defendant Law Firm publicly filed highly confidential and statutorily protected consumer reports¹ of Plaintiffs and many other similarly situated consumers as part of state court law suits commenced in various courts nationwide. Plaintiff seeks relief

¹ As will be elaborated on below, a “credit score” is a “consumer report” *See*, 15 U.S.C §§ 1681a(d)(1)(A) and 1681g(f)(2)(A). Consumer reports are statutorily protected by the FCRA from wrongful disclosure to third parties. For purposes of this Complaint, Plaintiff will use the terms “credit report,” “consumer report” and “credit score” interchangeably. They all maintain the same level of protection

under the federal Fair Credit Reporting Act (“FCRA”) as Defendant Law Firm did not “obtain” or “use” Plaintiff Boudreaux’s consumer reports for a “permissible purpose,” nor do the credit scores in any way “evidence” the writing of the underlying credit transaction. Defendant Law Firm’s egregious practices run afoul of exactly what Congress intended to prevent with its enactment of the FCRA. The FCRA was passed to keep consumer credit reports strictly private and protected from unlawful disclosure to unauthorized parties. Defendant Law Firm violated these privacy provisions and should now be held accountable.

II.

JURISDICTION

3. Jurisdiction of this court arises under 28 U.S.C. § 1331 (Federal Question), 28 U.S.C. § 1337 (Commerce), 15 U.S.C. § 1681(p) (“FCRA”).
4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because the conduct at issue occurred in this District, the Plaintiff resides in this District, and Defendant Law Firm conducts business in this District and in the States of Minnesota, Arizona, Nebraska Iowa and Utah.

III.

PARTIES

5. Plaintiff, Tanya Boudreaux, is an individual consumer currently residing in the City of Altoona, County of Eau Claire, State of Wisconsin. Plaintiff Boudreaux was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is protected by and entitled

to enforce the remedies of the FCRA.

6. Defendant Law Firm is law firm licensed to do business in the State of Wisconsin as a foreign business corporation that has a principal place of business located at 6681 Country Club Drive, Golden Valley, Minnesota 55427 and does business in the State of Wisconsin² at the address of 622 N. Water Street, #400, Milwaukee, Wisconsin 53202. Defendant Law Firm is also a “person” as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.

IV.

BACKGROUND INFORMATION

7. As a result of Defendant Law Firm’s conduct Plaintiff Boudreaux and the putative class have suffered an injury in fact, that the injury is traceable to the conduct of the Defendant Law Firm, and the harm is likely to be redressed by a favorable judicial decision.
8. As shown in the paragraphs that follow, the Plaintiff Boudreaux and the putative class have suffered “an invasion of a legally protected interest” which is their privacy of private and financial information occasioned by the conduct of the Defendant Law Firm.
9. The paragraphs below show that the legally protected interest is concrete and particularized and “actual or imminent” and has affected the Plaintiff Boudreaux and the putative class in a personal and individual way.

² Defendant also does business in the states of Wisconsin, Minnesota, Arizona, Nebraska, Iowa and Utah. See <https://www.gurstel.com/> for its practice locations.

10. The United States Supreme Court has held in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 2016 WL 2842447 (May 16, 2016), that for standing purposes, concrete injuries include intangible harms.

11. The Court in *Spokeo* further noted that:

“Because the doctrine of standing derives from the case or controversy requirement, and because that requirement in turn is grounded in historical practice, it is instructive to consider whether an alleged intangible harm has a close relationship to a harm that has traditionally been regarded as providing a basis for a lawsuit in English or American Courts.”

And,

“...that Congress may elevate to the status of legally cognizable injuries concrete, de facto injuries that were previously inadequate in law.”
(Emphasis Added).

12. Invasion of privacy is an example set forth in the Restatement (Second) of Torts 652A (1977) of “harm that has traditionally been regarded as providing a basis for a lawsuit in English or American courts.”

13. The lead Senate sponsor, William Proxmire³ stated that:

The aim of the Fair Credit Reporting Act is to see that the credit reporting system serves the consumer as well as the industry. ...the consumer has a right to see that the information is kept confidential and it is used for the purposed for which it is collected; and he has the right to be free from unwarranted invasions of his personal privacy...
(Emphasis Added).

14. One of the primary protections of the FCRA is the requirement that “persons” or “users”, such as Defendant Law Firm, have and certify the permissible purpose

³ 115 Cong. Rec. 2413 (1969).

when they not only obtain but then use a consumer report as demonstrated in 15. U.S.C. §§ 1681b(a) & 1681b(f).

15. There is no factual basis for the law firm obtaining or using the credit history of Plaintiff.

V.

FACTUAL ALLEGATIONS AS TO PLAINTIFF BOUDREAUX

16. As a consumer managing her financial affairs, Plaintiff Boudreaux, and others similarly situated, sought credit by the use of credit cards for personal financial needs from non-party Discover Bank (“Discover”).
17. Plaintiff Boudreaux had a Discover credit card ending in 9143 (the “Account”), which constitutes a debt.
18. Discover offered to provide Plaintiff Boudreaux with her Trans Union LLC credit score for each month and the preceding eleven months on her Discover monthly billing statements.
19. Based on Discover’s representation that the credit scores were to be included on her monthly billing statements and were intended only for her own personal use and would not be shared with any third party or used for some other purpose, Plaintiff Boudreaux accepted the offer and did not object to her credit scores being included along with her monthly billing statements for her review.
20. Each monthly billing statement transmitted to Plaintiff Boudreaux during the life of the Account confirmed that her Trans Union credit report / score was “intended for

and only provided to Primary cardmembers who have an available score.”

21. At no time did Plaintiff Boudreaux provide nonparty Discover Bank with or imply permission to either obtain or use her Trans Union credit reports / scores for any other purpose than for her personal information.
22. At some point Plaintiff Boudreaux became unable to repay the balance on the Account.
23. Defendant Law Firm, through its attorney Jeffrey E. Schelble, filed a state court complaint on behalf of Discover Bank in the Circuit Court of Eau Claire County on or about April 25, 2017, bearing the court file number 2017-SC-000747 (“state court action”).
24. The complaint sought to recover a money judgment in the amount of \$5,427.27 against Plaintiff Boudreaux for the unpaid balance on the Account, plus costs and disbursements and interest.
25. Defendant Law Firm attached a copy of a monthly billing for December 2016 to the state court action relating to Plaintiff Boudreaux’s credit card debt.
26. Specifically, the credit card billing statement that Defendant Law Firm attached to the state court complaint contained Plaintiff Boudreaux’s credit score information. *(See attached Exhibit 1 (redacted)).*
27. The statement (Exhibit 1) contained Plaintiff Boudreaux’s then-current Trans Union credit score / report on the first page, which was not redacted and was published by Defendant Law Firm in this state court action.

28. The statement also contained Plaintiff Boudreaux's then-current credit score / report, as well as her credit scores / reports for the preceding eleven months as reported by Trans Union, on the fifth page, Plaintiff Boudreaux's credit scores /reports for a total of twelve months contained on page five of the statement was not redacted and was published by Defendant Law Firm in this state court action.
29. Filing and publishing Plaintiff Boudreaux's credit scores was neither required, necessary, essential nor otherwise supportable since the credit scores / report did not relate to or "evidence" the Account sought to be collected and provided no assistance in determining whether judgment should be entered against Plaintiff Boudreaux in the state court action.
30. Plaintiff Boudreaux's credit scores published by Defendant Law Firm constitute part of her private personal credit history as shown in her "consumer report," as that term is defined by 15 U.S.C. § 1681a(d)(1).
31. The credit scores obtained and used by Defendant Law Firm in the state court action were provided by Trans Union to Discover solely for the purpose of including them on Plaintiff Boudreaux's credit card statements for her own personal use.
32. Plaintiff Boudreaux did not authorize nonparty Discover Bank nor its Defendant Law Firm's agents to obtain and/or use her credit scores for any other purpose, nor did Defendant Law Firm certify to Trans Union the purpose for which they obtained and used the credit scores pursuant to 15 U.S.C. §§ 1681b(f) and 1681e.
33. Defendant Law Firm's illegal procurement and use by publication of Plaintiff

Boudreaux's credit scores violated the requirements of 15 U.S.C. §1681b(f) as neither Defendant Law Firm nor Discover Bank had a permissible purpose for obtaining or using Plaintiff Boudreaux's protected personal and private information.

34. Upon information and belief Defendant Law Firm assigns its attorneys such a large case load that none of the attorneys can meaningfully review and attend to the cases assigned to him or her, which results in material errors and oversights to the detriment of consumers, including Plaintiff Boudreaux.
35. Defendant Law Firm has signed pleadings to be filed in court actions, attaching unredacted copies of the respective state court consumer / Discover Bank's monthly statement and so publishing the consumer's consumer credit scores.
36. Defendant Law Firm had, at all times material, a duty to adequately supervise the professional legal activities of itself, associates or junior attorneys.
37. Defendant Law Firm, through acts or omissions, breached their duty by negligently and/or recklessly failing to adequately supervise associates or junior attorneys by failing to take reasonable steps to protect the rights of consumers' privacy as proscribed in the federal law.
38. As a direct and proximate result of Defendant Law Firm's reckless supervision, Plaintiff Boudreaux suffered harm as described herein.
39. Defendant Law Firm knew, or should have known, that publishing a consumer credit score as an attachment to a pleading filed in Wisconsin, Minnesota, Arizona, Nebraska Iowa and Utah State courts were unlawful.

VI.

CLASS ALLEGATIONS

40. Defendant Law Firm unlawfully obtained and “used” the Trans Union consumer credit scores received from Discover of Plaintiff Boudreaux and others when they published said reports in their filing of complaints in circuit courts throughout the states of Wisconsin, Minnesota, Arizona, Nebraska Iowa and Utah.
41. Upon information and belief, Defendant Law Firm has on more than one hundred (100) occasions within the past two (2) years filed state court actions against similar consumer debtors wherein it unlawfully “used” the Trans Union consumer credit scores, in violation of 15 U.S.C. §§ 1681b(f).
42. Plaintiff Boudreaux brings this action individually and as a class action.
43. Pursuant to Federal Rule of Civil Procedure 23(a-b), Plaintiff Boudreaux seeks to certify one class.
44. The class Plaintiff Boudreaux seeks to certify is defined hereinafter the “FCRA Class”:

All consumers in the states of Wisconsin, Minnesota, Arizona, Nebraska, Iowa and Utah, that have had their Trans Union consumer credit scores published in various judicial court actions by Defendant Law Firm within two years of the date of the filing of this Complaint.

45. The FCRA Class shall be subject to the following exclusions, who are not members of the FCRA Class, eligibility according to the above criteria notwithstanding:

All (1) Counsel for Plaintiff Boudreaux and the Class, (2) Counsel for Defendant Law Firm, and (3) the assigned Judge, Magistrate Judge, and their clerks and staff.

Rule 23(a) Requirements

Numerosity

46. Various nonparty credit providers grant credit cards to consumers.
47. Some of those consumers may have, at one time or another, defaulted on their credit card obligations.
48. Some of the nonparty credit issuers have used Defendant Law Firm to file pleadings containing credit scores in actions against such a large number of consumers such that joinder of all in this lawsuit would be impracticable.
49. Defendant Law Firm's conduct lawsuit activities and have filed actions against consumers on behalf of nonparty credit issuers like Discover in state courts in Wisconsin, Minnesota, Arizona, Nebraska, Iowa and Utah.
50. Therefore, the estimated number of class members for each of the two classes is in excess of fifty (50) persons.

Commonality

51. All members of the FCRA (hereinafter "Class") had their rights violated in the same manner by the same illegal actions of Defendant Law Firm.
52. Common evidence, in particular (1) a list of Wisconsin consumer debtors who had had their consumer credit scores filed in court actions by Defendant Law Firm; and (2) a list of Discover consumer debtors in Wisconsin, Minnesota, Arizona, Nebraska,

Iowa and Utah who have had similar law suits filed against them specifically by Defendant Law Firm, will drive resolution of the claims of the Classes.

53. Statutory relief under the FCRA is directed based upon the common conduct of Defendant Law Firm, and not the subjective, individual experiences of members of the FCRA Class.

Typicality

54. Plaintiff Boudreaux has the same claims to statutory relief as do all other members of the Class.
55. Any defenses that Defendant Law Firm may have to liability or quantum of statutory damages with respect to Plaintiff Boudreaux's claims would be generally applicable to all members of the Class.

Adequacy

56. Plaintiff Boudreaux brings this lawsuit after an extensive investigation of Defendant Law Firm's alleged misconduct.
57. Plaintiff Boudreaux brings this lawsuit with the intention to stop Defendant Law Firm's unlawful practices and recovery statutory remedies for all consumers affected.
58. Plaintiff Boudreaux will continue to vigorously pursue relief for the Class.
59. Plaintiff Boudreaux's counsel, specifically the Consumer Justice Center P.A. and Lyons Law Firm P.A., have been certified as class counsel in numerous of class actions enforcing consumer rights laws in this District and other districts of the United States Federal Courts.

60. Plaintiff Boudreaux's counsel are committed to expending the time, energy, and resources necessary to successfully prosecute this action on behalf of the Class.

Rule 23(b)(3)

Predominance/Superiority

Predominance

61. Statutory relief under the FCRA follows from evidence that Defendant Law Firm acted in a manner common to the entire class and not the subjective experience of any one complainant.
62. Common issues will predominate substantially over individual issues in the ultimate resolution of this action for the two classes.

Superiority

63. Plaintiff Boudreaux's and her counsel are not aware of any other pending actions against Defendant Law Firm related to the FCRA class (concerning the filing of consumer credit scores).
64. Members of the Class have little interest in individual control over this action given the small amounts at stake compared to the cost, risk, delay, and uncertainty of recovery after prosecuting a lawsuit.
65. Upon information and belief, few members of the Class are aware that Defendant Law Firm's actions were unlawful.
66. The class notice mechanism provides an opportunity for uninformed members of the Class to learn about their rights and obtain relief where they otherwise would not have.

VII.

CAUSES OF ACTION

COUNT I.

VIOLATION OF THE FAIR CREDIT REPORTING ACT –
15 U.S.C. § 1681 et seq.

67. Plaintiff Boudreaux incorporates by reference all the foregoing paragraphs.
68. Defendant Law Firm willfully violated provisions of the Fair Credit Reporting Act.
69. Defendant Law Firm's violations include, but are not limited to, 15 U.S.C. §§ 1681b and 1681b(f).
70. Defendant Law Firm's violations caused Plaintiff Boudreaux emotional distress and anxiety concerning her private credit score and credit profile being published in the public records for others to review and see.
71. As a result of the above and continuing violations of the FCRA, Defendant Law Firm are liable to the Plaintiff Boudreaux in the sum of actual damages, statutory damages, punitive damages, costs, disbursements, and reasonable attorneys' fees, along with any appropriate injunctive relief.

TRIAL BY JURY

72. Plaintiff Boudreaux is entitled to and hereby demands a trial by jury. U.S. Const. amend. VII; Fed. R. Civ. P. 38.

IX.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Boudreaux respectfully requests that a Judgment be entered against Defendant Law Firm awarding the following relief:

- (a) certifying the action as a class;
- (b) ordering that Plaintiff Boudreaux be named as class representative;
- (c) ordering that Plaintiff Boudreaux's counsel be named as class counsel;
- (d) awarding Plaintiff Boudreaux and the FCRA Class appropriate statutory and punitive damages for violating the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*;
- (e) awarding Plaintiff Boudreaux and the FCRA Class costs and reasonable attorney's fees and post judgment interest pursuant 15 U.S.C. §1681 *et seq.*;
- (f) an order enjoining the Defendant Law Firm from further violations of the Fair Credit Reporting Act relative to the Discover's inclusion of consumer credit scores in all such pleadings filed in various circuit courts / state courts in Wisconsin, Minnesota, Arizona, Nebraska, Iowa and Utah;
- (g) an Order instructing Defendant Law Firm to move to seal all class members' circuit court / state court lawsuit files in Wisconsin, Minnesota, Arizona, Nebraska, Iowa and Utah;
- (h) any other appropriate declaratory and/or injunctive relief; and
- (i) such other and further relief as the court deems just and equitable.

Dated this 20th day of November, 2018.

Respectfully submitted,

By: /s/Thomas J. Lyons Jr.

Thomas J. Lyons, Jr., Esq.
MN Attorney I.D. #: 0249646
CONSUMER JUSTICE CENTER, P.A.
367 Commerce Court
Vadnais Heights, MN 55127
Telephone: (651) 770-9707
Facsimile: (651) 704-0907
Email: tommy@consumerjusticecenter.com

Thomas J. Lyons, Esq.
WI Attorney I.D. #: 1019127
LYONS LAW FIRM P.A.
367 Commerce Court
Vadnais Heights, MN 55127
Telephone: (651) 770-9707
Facsimile: (651) 770-5830
Email: tlyons@lyonslawfirm.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT 1

STATE OF WISCONSIN CIRCUIT COURT EAU CLAIRE COUNTY

Discover Bank vs. Tanya L Boudreaux

Amended

**Summons and Complaint
Small Claims**

Case No. 2017SC000747
Claim for money (\$10,000 or less) 31001

FILED
05-04-2017
Clerk of Circuit Court
Eau Claire County, WI
2017SC000747

Plaintiff:

Discover Bank
622 N Water St #400
c/o Gurstel Law Firm P.C.
Milwaukee WI 53202

Defendant:

Tanya L Boudreaux

If you require reasonable accommodations due to a disability to participate in the court process, please call 715-839-4816 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- You must appear at the time and place stated.
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date 05-30-2017	Time 03:00 pm
Place to Appear/File an Answer	
Room #2560 Eau Claire County Government Center 721 Oxford Avenue Eau Claire WI 54703	
Clerk/Attorney Signature Electronically Signed by Susan Schaffer	Date Summons Issued 05-04-2017
	Date Summons Mailed

STATE OF WISCONSIN, CIRCUIT COURT, EAU CLAIRE COUNTY

Plaintiff: (Name (first, middle, last), Address, City, State, Zip)

Our File 091225

Discover Bank
 c/o Gurstel Law Firm P.C.
 622 N Water St #400
 Milwaukee, WI 53202

FILED
 05-04-2017
 Clerk of Circuit Court
 Eau Claire County, WI
 2017SC000747

See attached for additional plaintiffs.

Amended

-vs-

**Summons and Complaint
 Small Claims**

To: Defendant(s): (Name (first, middle, last), Address, City, State, Zip)

Tanya L Boudreaux

Case No.

See attached for additional defendants.

- Claim for money (\$10,000 or less) 31001
- Tort/Personal Injury (\$5,000 or less) 31010
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008

If you require reasonable accommodations due to a disability to participate in the court process, please call 715-839-4816 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

- You must appear at the time and place stated.
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date:	Time:
Place to Appear/File an Answer	
Eau Claire County Courthouse 721 Oxford Ave County Boardroom, Room 2560 Eau Claire WI 54701	
Date Summons Issued	Date Summons Mailed

Clerk/Attorney Signature

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: *(Check as appropriate)*

- Claim for money (\$10,000 or less) \$5,427.27
- Tort/Personal injury (\$5,000 or less) \$ _____
- Return of property (replevin) *(Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)*
- Eviction
- Eviction due to foreclosure
- Confirmation, vacation, modification or correction of arbitration award.
- Return of earnest money

Plus costs and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

Notarization is not required if this Complaint is electronically filed.	am the: <input type="checkbox"/> plaintiff. <input checked="" type="checkbox"/> attorney for the plaintiff.	
State of _____ County of _____ Subscribed and sworn to before me on _____	Plaintiff/Attorney Electronically signed by Jeffrey E Scheible	Date April 25, 2017
_____ Notary Public/Court Official	Plaintiff's/Attorney's Telephone Number 877-344-4002	Attorney's State Bar Number 1014739
Name Printed or Typed My commission/term expires: _____	Law firm and Address: Gurstel Law Firm, P.C. 622 N Water St #400 Milwaukee, WI 53202	

STATE OF WISCONSIN CIRCUIT COURT EAU CLAIRE COUNTY

Discover Bank
e/o Gurstel Law Firm, P.C.
622 N Water St #400
Milwaukee, WI 53202

Plaintiff,

Case No.

vs.

Tanya L Boudreaux

Defendant.

Our File No. 991225

ELECTRONIC FILING COMPLAINT

The plaintiff, Discover Bank, by Gurstel Law Firm PC, as and for a complaint against the above-named defendant, alleges as follows:

1. The respective addresses for the plaintiff and defendant are shown above.
2. The defendant applied for a credit card and was issued the same by the plaintiff, thereby entering into a contract, and that pursuant thereto the defendant was issued a credit card or line of credit (hereinafter the "account") which is the subject of this action.
3. The defendant defaulted on the account by failing to make the required payments as they became due on two or more occasions within a twelve month period.
4. Plaintiff has performed all of the obligations required of it under the contract between the parties.
5. Any notices to cure default which plaintiff is required to issue to defendant have been so issued, defendant has failed to cure the default and the plaintiff has declared the entire balance due in full.
6. That although the plaintiff has made due demand upon the defendant for payment of

said sum, the defendant has failed and neglected to pay the same.

7. That the balance due and owing as of January 5, 2017, was \$5,427.27. A true and correct copy of a billing statement is attached hereto as Exhibit A and is incorporated herein as though fully set forth in detail.

SECOND CLAIM FOR RELIEF - ACCOUNT STATED

As an alternative to plaintiff's first claim for relief, the plaintiff alleges as follows:

8. Plaintiff re-alleges and incorporates herein by reference the allegations contained in paragraphs 1 through 7 above as though fully set forth herein.

9. That the plaintiff repeatedly sent to the defendant and the defendant received monthly statements showing a balance due from defendant to plaintiff, which statements defendant retained for a time sufficient to examine same and make objections thereto. The defendant having not objected thereto, thereby creating an account stated between the plaintiff and the defendant.

10. That the defendant has failed to pay the amounts set forth on those statements and there is a balance due the plaintiff from the defendant in the amount of \$5,427.27, and that, although the plaintiff has made due demand upon the defendant for payment of said amount, the defendant has failed and neglected to pay the same.

WHEREFORE, plaintiff demands judgment against the defendant in the amount of \$5,427.27, plus plaintiff's costs and disbursements, and for such other and further relief as the court may deem just and equitable.

P.O. Address:
622 N. Water St., Suite 400
Milwaukee, WI 53202
Phone: (877) 344-4002
j.schelble@gurstel.com

GURSTEL LAW FIRM, P.C.
Attorneys for Plaintiff
Electronically signed by Jeffrey E Schelble
State Bar No. 1014739



Discover it® Card

Account number ending in 9143

Open Date: Dec 6, 2016 - Close Date: Jan 5, 2017

Cardmember Since 2016

Page 1 of 6

ACCOUNT SUMMARY

Previous Balance	\$5,462.27
Payments and Credits	\$62.00
Purchases	\$0.00
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$27.00
Interest Charged	\$0.00
New Balance	\$5,427.27

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$5,500
Credit Line Available	\$0
Cash Advance Credit Line	\$1,400
Cash Advance Credit Line Available	\$0

You may be able to avoid interest on Purchases. See reverse for details.

PAYMENT INFORMATION

New Balance **\$5,427.27**

Minimum Payment Due \$440.04

Payment Due Date February 2, 2017

* Includes past due amount of \$331.04

late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	19 years	\$15,356

If you would like information about credit counseling services, call 1-800-347-1121.

REDACTED

REWARDS

	Anniversary Month
Opening Balance	June 0.00
New Cashback Bonus This Period	+ \$ 0.00
Redeemed This Period	- \$ 0.00
Cashback Bonus Balance	\$ 0.00

To learn more, log in at Discover.com

New York Residents: For more information call us at 1-800-347-3085. You may contact the New York State Department of Financial Services at 1-800-342-3736 or visit www.dfs.ny.gov for free comparative credit card rates, fees and grace periods.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash. Please fold on the perforation below, detach and return with your payment.

Payment Coupon

Please do not fold, clip or staple.



Pay Online
Discover.com



Pay by Phone
1-800-347-3085

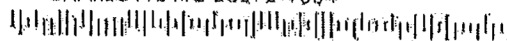


TANYA L BOUDREAUX



Account number ending in	9143
Minimum Payment Due	\$440.04
New Balance	\$5,427.27
Payment Due Date	February 2, 2017
Amount enclosed	\$

PO BOX 71084
CHARLOTTE NC 28272-1084



Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day
Address, e-mail or telephone changed? Note changes on reverse side.

000001986452103453352054272700020000044004

A

TANYA L BOUDREAU

Account number ending in 9143

Open Date: Dec 6, 2016 Close Date: Jan 5, 2017

Page 2 of 6

Important Information

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call 1-800-347-3085.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check; funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed. If you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided, Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6100, Carol Stream, IL 60197-6100. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill in the following blanks below and retain the authorization for your records.

Amount: Full Pay Min Pay Min Pay + \$ _____
 Other Amount \$ _____; Bank Routing #: _____
 Bank Account #: _____
 Monthly on the Payment Due Date
 _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus, late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 23 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

How We Calculate Interest Charges. We use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. 0123-23 1116

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address:	Home Phone
	Work Phone
City:	Email
State, Zip	

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page



Discover It® Card

Account number ending in 9143

Open Date: Dec 6, 2016 • Close Date: Jan 5, 2017

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CONTACT US

<p>Web Access your account securely at Discover.com</p>	<p>Mobile Manage your account anytime, anywhere at m.Discover.com</p>	<p>Phone 1-800-347-3085 TDD 1-800-347-7449</p>	<p>Inquiry Discover PO Box 30943 Salt Lake City UT 84130</p>	<p>Mail Payments Discover PO Box 6103 Card Stream IL 60197-6103</p>
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Transactions

	Trans. Date	Post Date			
Payments and Credits	Dec 7	Dec 3	REPRESENTED PAYMENT - THANK YOU	\$	-20.00
	Dec 7	Dec 3	PAYMENT ADJUSTMENT		20.00
	Dec 10	Dec 10	PAYMENT - THANK YOU		-20.00
	Dec 12	Dec 10	REPRESENTED PAYMENT - THANK YOU		-20.00
	Dec 12	Dec 10	PAYMENT ADJUSTMENT		20.00
	Dec 23	Dec 23	REFUND OF FEES		-42.00
Fees	Dec 12	Dec 12	RETURNED CHECK CHARGE	\$	27.00
			TOTAL FEES FOR THIS PERIOD		27.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	\$	0.00

2017 Totals Year-to-Date

TOTAL FEES CHARGED IN 2017	\$	27.00
TOTAL INTEREST CHARGED IN 2017	\$	0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 31 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	0.00%	\$3,993.88	\$0.00
Cash Advances	25.49% V	\$0.00	\$0.00
Balance Transfers	0.00%	\$1,442.00	\$0.00
Previous Billing Period: 30 days			
Purchases	0.00%	\$2.00	\$0.00

V = Variable Rate

Information For You

For more information about how interest charges are calculated see your Cardmember Agreement or go to www.discover.com/interestcharges

Information For You ... Continued

FICO® Credit Score Terms

Your FICO® Credit Score and key factors are based on data from TransUnion and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See Discover.com/FICO about the availability of your scores. Your score and key factors are available on Discover.com and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit Discover.com/FICO.

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing; as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.



Discover it® Card

Account number ending in 9143

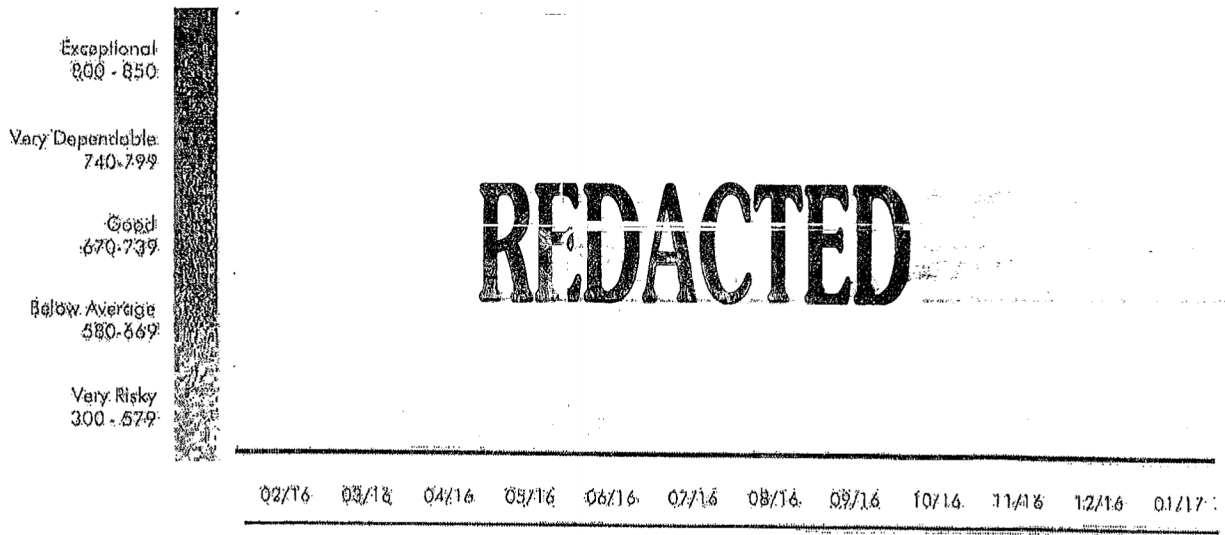
Open Date: Dec 6, 2016 Close Date: Jan 5, 2017

Cardmember Since 2016

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Tanya, your FICO® Credit Score is [REDACTED] as of 12/30/2016

Your FICO® Credit Score History

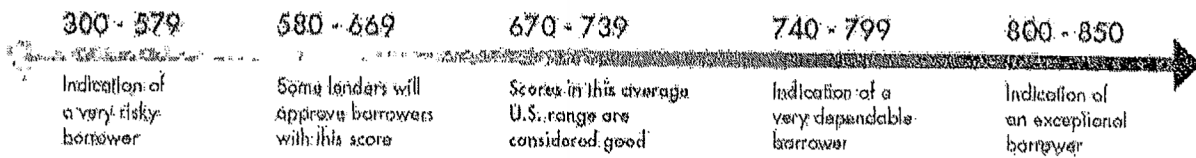


Important Information:

- We may not always receive a score for you each month so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of the statement.
- As a new card member with less than 12 months of account history with Discover, your FICO® Credit Score history will start with the first month your account was opened.

Log in to Discover.com/FICO to see key factors impacting all your scores.

What your FICO® Credit Score means to lenders



See FICO® Credit Score Tools on the "Information For You" section of the statement

TANYA L. BOUDREAU

Account number ending in 9143

Open Date: Dec 6, 2016 - Close Date: Jan 5, 2017

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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 NEXT PAGE OF THIS FORM.)

I (a) PLAINTIFFS

Tanya Boudreaux, on behalf of herself and all others similarly situated

DEFENDANTS

Gurstel Law Firm, P.C.

(b) County of Residence of First Listed Plaintiff Eau Claire (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number) Thomas J. Lyons Jr., Consumer Justice Center P.A., 367 Commerce Court, Vadnais Heights, MN 55127, 651-770-9707; and Thomas J. Lyons, Lyons Law Firm P.A., 367 Commerce Court, Vadnais

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

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. § 1681 et seq.

Brief description of cause: Violation of the Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 11/20/2018 SIGNATURE OF ATTORNEY OF RECORD s/Thomas J. Lyons Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

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.Cv.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; **NOTE: 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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 actual dollar amount 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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

Tanya Boudreaux, on behalf of herself and all others
similarly situated

Plaintiff(s)

v.

Gurstel Law Firm, P.C.

Defendant(s)

Civil Action No. 18-cv-957

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Gurstel Law Firm, P.C.
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 received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Thomas J. Lyons Jr., Esq., Consumer Justice Center P.A. 367 Commerce Court, Vadnais Heights, MN 55127, tommy@consumerjusticecenter.com
Thomas J. Lyons, Esq., Lyons Law Firm P.A., 367 Commerce Court, Vadnais Heights, MN 55127, tlyons@lyonslawfirm.com

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

CLERK OF COURT

Date: 11/20/2018

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-957

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Gurstel Law Firm Published Credit Report Without Consumer's Authorization](#)
