

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

KRYSTAL BUNCH, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 1:18-cv-01306

ROSENTHAL MORGAN AND THOMAS,
INC., and JOHN DOES,

Defendants.

**CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE
FAIR DEBT COLLECTION PRACTICES ACT**

This action is brought by Plaintiff, KRYSTAL BUNCH, individually and on behalf of all others similarly situated, against Defendant, ROSENTHAL MORGAN AND THOMAS, INC. (“ROSENTHAL”) and JOHN DOES, based on the following:

I. PRELIMINARY STATEMENT

1. Plaintiff brings this action individually and on behalf of all others similarly situated for the illegal practices of Defendants when attempting to collect an alleged debt from them in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p.

2. Such practices include attempting to collect consumer debts by engaging in conduct prohibited by, or failing to engage in conduct required by, the FDCPA.

3. The FDCPA regulates the behavior of “debt collectors” (including collection agencies, collection attorneys, debt buyers) when attempting to collect a consumer debt.

Congress found “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors” which “contribute to a number of personal bankruptcies, marital instability, loss of jobs, and invasions of individual privacy.” 15 U.S.C. § 1692(a).

4. The FDCPA was expressly adopted “to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

5. The FDCPA, at 15 U.S.C. § 1692c, prohibits when and with whom a debt collector may communicate when attempting to collect a debt and, at 15 U.S.C. § 1692b, limits communications with third parties to the collection of “location information.”

6. When collecting or attempting to collect a debt, the FDCPA bars a debt collector’s use of: (a) harassing, oppressive, and abusive conduct; (b) false, deceptive, or misleading means or representations; and (c) unfair or unconscionable means. 15 U.S.C. §§ 1692d, 1692e, and 1692f. Each of those Sections contain a list of specific *per se* violations but they are nonexclusive and do not limit the general application of each Section’s broad prohibitions.

7. When the collection process starts, the FDCPA requires a debt collector to provide a consumer with basic debt information and the consumer’s right to debt-verification. 15 U.S.C. § 1692g.

8. When the collection process escalates to litigation, the FDCPA prohibits lawsuit from being commenced in a distant venue. 15 U.S.C. § 1692i.

9. Although the FDCPA is not a strict-liability statute, “most infractions result in liability” without proof of *scienter* unless the specific infractions includes an element of intent or purpose, or the debt collector can affirmatively prove a *bona fide* error under 15 U.S.C. § 1692k(c). *Oliva v. Blatt, Hasenmiller, Leibsker & Moore LLC*, 864 F.3d 492, 502 (7th Cir. 2017), *cert. denied*, 138 S. Ct. 1283 (2018).

10. A debt collector's conduct violates the FDCPA when viewed from the perspective of an "unsophisticated debtor." *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). "The unsophisticated consumer is uninformed, naive, and trusting, but possesses rudimentary knowledge about the financial world, is wise enough to read collection notices with added care, possesses reasonable intelligence, and is capable of making basic logical deductions and inferences." *Williams v. OSI Educ. Servs., Inc.*, 505 F.3d 675, 678 (7th Cir. 2007) (internal editing notations and quotation marks omitted).

11. A single violation is sufficient to establish liability. *Nielsen v. Dickerson*, 307 F.3d 623, 640 (7th Cir. 2002).

12. When a debt collector fails to comply with the FDCPA "with respect to any person," it "is liable to such person in an amount equal to the sum of" "any actual damage sustained," "additional" or statutory damages, costs, and reasonable attorneys' fees. Statutory damages are limited: a plaintiff may recover no more than \$1,000, and the class may recover up to \$500,000 or 1% of the debt collector's net worth, whichever it less.

13. Plaintiff seeks, both individually and on behalf of all others similarly situated, such relief as is allowed under FDCPA including, without limitation, such actual damages as may be allowable on a class basis or on an individual basis (only if a class is not certified under Fed. R. Civ. P. 23), statutory damages, attorney fees and costs.

II. PARTIES

14. BUNCH is a natural person.

15. At all times relevant to this lawsuit, Bunch was a citizen of, and resided in, the City of Appleton, Outagamie County, Wisconsin.

16. Plaintiff is informed and believes, and on that basis alleges, that all times relevant to this complaint, ROSENTHAL was a for-profit Corporation formed under the laws of the State of Missouri.

17. Plaintiff is informed and believes, and on that basis alleges, that ROSENTHAL maintains its principal place of business at 12747 Olive Blvd., Saint Louis, Missouri 63141.

18. Defendants, JOHN DOES are sued using fictitious names as their true names and capacities are presently unknown to Plaintiff. This Complaint will be amended by inserting the true names and capacities of these defendants once they are ascertained.

19. Plaintiff is informed and believes, and on that basis alleges, that Defendants, JOHN DOES, are natural persons and/or business entities all of whom reside or are located within the United States who personally created, instituted and, with knowledge that such practices were contrary to law, acted consistent with, conspired with, engaged in, and oversaw the violative policies and procedures used by the employees of ROSENTHAL that are the subject of this Complaint. Those Defendants personally control, and are engaged in, the illegal acts, policies, and practices utilized by ROSENTHAL and, therefore, are personally liable for all the wrongdoing alleged in this Complaint.

III. JURISDICTION & VENUE

20. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), and 28 U.S.C. §§ 1331 and 1337.

21. Venue is appropriate in this federal district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to claims occurred within this federal judicial district, and because ROSENTHAL is subject to personal jurisdiction in the State of Wisconsin at the time this action is commenced.

IV. FACTS

22. In March 2018, BUNCH received an invoice (“Invoice”) dated March 19, 2018 from Vector Security, Inc. (“Vector”).

23. A true and correct copy of the Invoice is attached hereto as *Exhibit A*, except that the undersigned counsel has partially redacted the financial account numbers and Plaintiff’s home address to protect her privacy.

24. BUNCH had previously contracted with Vector for the provision of security services for personal, family, and household purposes.

25. The Invoice stated that \$249.11 was the remaining balance owed to Vector.

26. On information and belief, sometime prior to July 26, 2018, the creditor of the Debt either directly or through intermediate transactions assigned, placed, or transferred the Debt to ROSENTHAL for collection.

27. ROSENTHAL is a company that collects, and attempts to collect, debts incurred, or alleged to have been incurred, for personal, family, or household purposes on behalf of creditors using the U.S. Mail, telephone, and Internet.

28. ROSENTHAL mailed a collection letter to BUNCH dated July 26, 2018 (“Letter”), which BUNCH received in the ordinary course of mail.

29. A true and correct copy of the Letter is attached hereto as *Exhibit B*, except that the undersigned counsel has partially redacted the financial account numbers and Plaintiff’s home address to protect her privacy.

30. The Letter falsely stated that BUNCH owed \$316.37 (the “Debt”) to Vector.

31. Nowhere in the July 26, 2018 Letter did ROSENTHAL explain the difference between the Invoice amount (\$249.11) and the amount of the Debt (\$316.37).

32. Plaintiff is informed and believes, and on that basis alleges, that ROSENTHAL improperly added amounts to the Debt which are not expressly authorized by the agreement creating the Debt or permitted by law.

33. Plaintiff is informed and believes, and on that basis alleges, that ROSENTHAL has a longstanding business policy and practice of improperly adding amounts to debts it seeks to collect from consumers that are not expressly authorized by the agreements creating the debts or permitted by law.

34. ROSENTHAL violated § 1692e of the FDCPA by failing to break down the amount of the debt into its constituent charges. *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 566 (7th Cir. 2004).

35. Section 1692g(a)(4) of the FDCPA requires a debt collector to disclose in the original written communication with a consumer that:

if the consumer notifies the debt collector in writing within the thirty-day period [after receipt of the letter] that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

36. The Letter, however, states in relevant part: “If notice is sent to this office in writing within thirty days from receipt of this notice, this office will obtain verification of this debt or obtain a copy of the judgment and mail you a copy of the verification or judgment”

37. The Letter misstates the unsophisticated consumer’s right to obtain verification of the debt by eliminating the requirement that the consumer dispute the debt in full or in part.

38. The Letter contradicts and misstates Plaintiff’s verification and dispute rights under 15 U.S.C. § 1692g.

39. The Letter is confusing, misleading, and deceptive to the unsophisticated consumer.

40. The Letter deprived Plaintiff of truthful, non-misleading, information in connection with ROSENTHAL's attempt to collect the Debt.

41. Plaintiff was deceived, misled, and confused by the Letter.

42. By mailing the Letter, ROSENTHAL deprived Plaintiff of the right to truthful, non-misleading information (as viewed from the perspective of an unsophisticated consumer).

V. CLASS ALLEGATIONS

43. The conduct of Defendants is consistent with the policies and practices used by ROSENTHAL when attempting to collect debts from consumers. Consequently, this action is brought by Plaintiff individually and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.

44. Plaintiff seeks to certify a class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

45. **Class Definition.** The Class consists of: All natural persons to whom ROSENTHAL mailed a written communication in the form of *Exhibit A* to an address in the State of Wisconsin during the Class Period which begins on August 24, 2018 and ends on September 14, 2018.

46. The identities of the Class members are readily ascertainable from the business records of ROSENTHAL and those entities on whose behalf it attempts to collect debts.

47. **Class Claims.** The Class claims include all claims each Class member may have for a violation of the FDCPA arising from ROSENTHAL having mailed a written communication in the form of *Exhibit B* to such Class member.

48. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

49. ***Numerosity.*** On information and belief, the Class is so numerous that joinder of all members would be impractical and includes at least 40 members.

50. ***Common Questions Predominate.*** Common questions of law and fact exist as to all members of the Class and those questions predominate over any questions or issues involving only individual class members because such questions and issues concern the same conduct by Defendant with respect to each Class member.

51. ***Typicality.*** The claims of the Plaintiff are typical of Class because those claims arise from common course of conduct of the Defendant.

52. ***Adequacy.*** Plaintiff will fairly and adequately protect the interests of the Class members insofar as there are no adverse interests of Plaintiff and the Class members. Moreover, Plaintiff is committed to vigorously litigating this matter and retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

53. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is appropriate in that the questions of law and fact common to the Class members predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

54. Based on discovery and further investigation (including, but not limited to, disclosure by Defendant of class size and net worth), Plaintiff may, in addition to moving for

class certification using modified definitions of the Class and/or Class claims, and the Class period, seek class certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).

VI. CAUSE OF ACTION AGAINST ALL DEFFENDANTS FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

55. The factual allegations in the preceding paragraphs are realleged and incorporated by reference.

56. ROSENTHAL is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

57. JOHN DOES are each a “debt collector” as defined by 15 U.S.C. § 1692a(6).

58. The Debt is a “debt” as defined by 15 U.S.C. §1692a(5).

59. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

60. *Exhibit B* is a “communication” as defined by 15 U.S.C. § 1692a(2).

61. The use and mailing of *Exhibit B* by ROSENTHAL in an attempt to collect the Debt violated the FDCPA in one or more following ways:

- (a) Using a false, deceptive, or misleading representation or means in violation of 15 U.S.C. § 1692e;
- (b) Using unfair or unconscionable means in connection with the collection of any debt in violation of 15 U.S.C. § 1692f;
- (c) Failing to provide a written notice containing the information required under 15 U.S.C. § 1692g(a) either with the initial communication or within five days after the initial communication; and
- (d) Engaging in collection activities or communications which overshadow or were inconsistent with the consumer’s right to dispute the debt or request

the name and address of the original creditor in violation of 15 U.S.C. § 1692g(b).

VII. PRAYER FOR RELIEF

62. WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, as follows:

- (a) An Order certifying this action as a class action pursuant to Rule 23(c)(1)(A) of the Federal Rules of Civil Procedure including, but not limited to, defining the Class and the Class claims, issues, or defenses, and appointing the undersigned counsel as class counsel pursuant to Rule 23(g);
- (b) An award of actual damages for Plaintiff, the Class, and Sub-Class pursuant to 15 U.S.C. § 1692k(a)(2)(B), which includes, but is not limited to, damages to the extent the recovery of attorneys' fees and costs causes Plaintiff or the Class a negative tax consequence;
- (c) An award of statutory damages to the Plaintiff and the Class pursuant to 15 U.S.C. § 1692k(a)(2);
- (d) An award to Plaintiff for services on behalf of the Class as determined in the discretion of the Court;
- (e) Attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3); and
- (f) For such other and further relief as may be just and proper.

VIII. JURY DEMAND

63. Trial by jury is demanded on all issues so triable.

Dated: August 24, 2018

s/Andrew T. Thomasson

Andrew T. Thomasson

Philip D. Stern (NJ Bar # 045921984)

Andrew T. Thomasson (NJ Bar # 048362011)

Francis R. Greene (IL Bar # 6272313)

Attorneys for Plaintiff, Krystal Bunch

STERN•THOMASSON LLP

150 Morris Avenue, 2nd Floor

Springfield, NJ 07081

Telephone (973) 379-7500

E-mail: Philip@SternThomasson.com

E-mail: Andrew@SternThomasson.com

E-mail: Francis@SternThomasson.com

EXHIBIT “A”



3549 Hempland Road, Suite C
Lancaster, PA 17601

Account Information

Invoice Number: 61177706
 Invoice Date: 03/19/2018
 Branch: 21
 Account Number: 0708
 Due Date: 04/18/2018

Account Activity

Description	Qty	Unit Amt	Extended Amt	Tax Amt	Total Amt
20% OF BALANCE OF CONTRACT					
BUNCH, KRYSTAL					
LEMOYNE, PA 17043					
BALANCE/BUYOUT/END OF CONTRACT	29.00	8.59	249.11	0.00	249.11
20% OF BALANCE OF CONTRACT					
Site Subtotal			249.11	0.00	249.11

Extended Total	Tax Total	Invoice Total	Prior Balance	Total Due
\$249.11	\$0.00	\$249.11	\$0.00	\$249.11

Important Messages

Sales scams are on the rise. Learn how to protect yourself.

www.vectorsecurity.com/sales-scam

For all inquiries call your local branch phone number: 1-888-565-1570

Please detach and return below portion with your payment
DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

YLSWHTMB



3549 Hempland Road, Suite C
Lancaster, PA 17601

Address Service Requested

Invoice

Customer Name: KRYSTAL BUNCH
 Invoice Number: 61177706
 Invoice Date: 03/19/2018
 Account Number: 0708
 Due Date: 04/18/2018
 Amount Due: \$249.11

Amount Enclosed: \$

Please write your account number on your check. Thank you in advance for your prompt payment. Use the enclosed envelope and make checks payable to:

Check box and fill out reverse side to correct billing address.

KRYSTAL BUNCH
APPLETON WI 54915-8771

VECTOR SECURITY, INC.
PO BOX 89462
CLEVELAND, OHIO 44101-6462



How to Reach Customer Care

- For inquiries or online payments: www.vectorsecurity.com
- By phone: 1-888-565-1570
- For inquiries by mail: 3549 Hempland Road, Suite C, Lancaster, PA 17601
- For payments by check: PO Box 89462, Cleveland, OH 44101-6462



KNOCK, KNOCK.

Sales scams may be happening in your area, but there are things you can do to protect yourself.

In these scams, people claiming to be with Vector Security knock on your door and try to gain access to your home. They'll tell you they need to inspect your system or offer you an upgrade. These people may even wear Vector Security apparel.

Unless you have a scheduled appointment, ask for ID from anyone claiming they are with Vector Security. If you encounter suspicious activity, here are some tips:

- Ask for identification; don't let anyone into your home.
- Contact us at protectme@vectorsecurity.com.
- Do not sign any contracts presented to you.

For more information:

vectorsecurity.com/sales-scam

vec-133981

Has your billing address or phone number changed?

Please provide your new billing address and/or telephone number and return this portion with your payment. Your records will be updated upon receipt.

Contact Name: _____	Old Phone Number: (____) _____ - _____
New Address: _____	New Phone Number: (____) _____ - _____
City: _____ State: _____ Zip: _____	Effective Date: _____
Effective Date: _____	Email Address: _____
	Signature: _____

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063, 905947, 904141; AL AESBL 817, 44814, A-0329; AR E 2005 0104, 179570416; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AC-0101, C118764; IL 127-001300; LA F317, F2142, F2144, F2146, 54974; MA 1492 C, SS-001909; MD 107-1917, 7380038; MI 3601206858; NC 25467-SP-LV, 2314 - CSA; ND 37153; NJ Fire Alarm Business Lic. # 34FA00147500, Burglar Alarm Business Lic. 34BA00192900 NJ Locksmith Business Lic. # 34LS00070600 1187 Route 9 South, Cape May Court House, NJ 08210, [(609) 463-0660], P00863, 13VH00292300; NM 354514, 15-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004997, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI957PE; WV WV043469; WY LV-A-18634.

In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at www.vectorsecurity.com.

EXHIBIT “B”

Rosenthal Morgan and Thomas, Inc
A Professional Recovery Corporation
12747 Olive Blvd, Suite 250
St. Louis, Missouri 63141
www.rmtcollects.com
(800) 361-0363

7/26/2018

Krystal Bunch

████████████████████
APPLETON, WI 54915

Creditor: VECTOR SECURITY-021 LANCASTER
Account: ████████0708
Amount Due: \$316.37
File Number: 801125

Dear Sir or Madam,

The above-referenced account has been placed in our office for collections.

Please contact our office, upon receipt of this letter, to discuss this matter further. Our toll free number is **1-800-361-0363**. Our office hours are 9:00 a.m. to 9:00 p.m. Monday through Thursday, 8:00 a.m. to 4:30 p.m. Friday and 8:00 a.m. to 12:00 p.m. on Saturday Central Standard Time.

If you prefer to make a payment online visit our website at www.rmtcollects.com. There is no additional service charge for this payment option.

Sincerely,

Ms. James

Unless you notify this office within thirty days of receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If notice is sent to this office in writing within thirty days from receipt of this notice, this office will obtain verification of this debt or obtain a copy of the judgment and mail you a copy of the verification or judgment as well as the name and address of the original creditor if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

100

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.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

KRYSTAL BUNCH, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stern Thomasson LLP
150 Morris Avenue, 2nd Floor
Springfield, NJ 07081-1315
(973) 379-7500

DEFENDANTS

ROSENTHAL MORGAN AND THOMAS, INC., and JOHN DOES

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)

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

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

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

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or 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 and 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 (Excludes 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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <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"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 USC §1692 et seq.

Brief description of cause:

Claims under Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$
500,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/24/2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Andrew T. Thomasson

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

KRYSTAL BUNCH, et al.

Plaintiff(s)

v.

ROSENTHAL MORGAN AND THOMAS, INC.,
and JOHN DOES

Defendant(s)

Civil Action No. 1:18-cv-01306

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ROSENTHAL MORGAN AND THOMAS, INC.
12747 Olive Blvd., Suite 250
Saint Louis, Missouri 63141

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:

Stern Thomasson LLP
150 Morris Avenue, 2nd Floor
Springfield, NJ 07081-1315

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Claims Rosenthal Morgan and Thomas Sent Misleading Collection Notice](#)
