

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

EMIR FETAI, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1071
)	
)	AMENDED CLASS ACTION
Plaintiff,)	COMPLAINT
)	
vs.)	
)	
MRS BPO LLC and CLIENT SERVICES INC.,)	Jury Trial Demanded
)	
Defendants.)	

INTRODUCTION

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

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiffs 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 Emir Fetai 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 Plaintiff a debt allegedly incurred for personal, family or household purposes.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt Defendants attempted to collect from Plaintiff arose from a consumer transaction with an agreement to defer payment.

6. Defendant MRS BPO, LLC (“MRS”) is a foreign limited liability company with its principal offices located at 1930 Olney Avenue, Cherry Hill, New Jersey 08003.

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

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

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

10. Defendant Client Services, Inc. (“CSI”) is a foreign business corporation with its principal offices located at 23451 Harry S. Truman Boulevard, St. Charles, Missouri 63301.

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

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

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

FACTS

MRS Letter

14. On or about August 11, 2017, MRS mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “CHASE BANK USA N.A.” (“Chase”) and associated with Plaintiff’s Chase account with an account number ending in 3582. A copy of the letter is attached to this complaint as Exhibit A.

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

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

17. Upon information and belief, the alleged debt referenced in Exhibit A was associated with Plaintiff's personal account and used only for personal, family, or household purposes.

18. Exhibit A contains the following:

CREDITOR: CHASE BANK USA N.A.
MRS ACCT#: [REDACTED] 2223
CREDITOR ACCT#: xxxxxxxxxxxx3582
ACCOUNT BALANCE : \$10,615.17

Exhibit A.

19. Exhibit A directs all payments and correspondence to MRS:

Send Payment/Correspondence to:
MRS BPO, L.L.C.
1930 OLNEY AVE.
CHERRY HILL, NJ 08003
800-949-3208

Exhibit A.

20. Exhibit A also contains the following:

Dear EMIR FETAI,

We recognize that a possible hardship or pitfall may have prevented you from satisfying your obligation. We are presenting three options to resolve your balance. We are not obligated to renew this offer.

Option 1: You pay \$4,564.52 in ONE PAYMENT to be received in this office on or before 08/24/2017.

Option 2: You make TWO PAYMENTS of \$2,759.95 each. The first payment to be received in this office on or before 08/24/2017 and the second payment on or before 09/20/2017.

Option 3: A monthly payment plan to pay the full balance of the account.

Exhibit A.

21. Exhibit A states that, as of August 11, 2017, MRS is collecting an alleged debt Plaintiff owed to Chase in the amount of \$10,615.17.

22. Exhibit A provides "three options to resolve your balance," two payment options to settle the account, and a third payment option to make monthly payments on the full balance of the account:

- a. Option 1 is payable in one lump sum payment of \$4,564.52, “received in this office on or before 08/24/2017”; and
 - b. Option 2 is payable in two installments, each in the amount of \$2,759.95, with the “first payment to be received in this office on or before 08/24/2017 and the second payment on or before 09/20/2017”;
 - c. Option 3 is a monthly payment plan, but no specific installment plan is actually offered in Exhibit A.
23. Both of Option 1 and Option 2 require the consumer’s payment “to be received in this office on or before 08/24/2017.”
24. The consumer is encouraged to make payment by telephone, mail, or by using MRS’ online payment website. As a result, if a consumer made his payment by telephone or using the website, he could make his payment as late as August 24, 2017 and the payment would still be “received in this office” in time for the settlement to be processed.
25. Exhibit A also states that “**We** are presenting three options to resolve your balance,” and that “**We** are not obligated to renew this offer.” Exhibit A (emphasis added).
26. The statement that the debt collector is “not obligated to renew this offer,” is the Seventh Circuit’s “safe-harbor” language, which is meant to ensure that the consumer understands that “renewal is a possibility” but that it is not “assured.”
27. This safe-harbor language does not exculpate a debt collector from false liability for a false statement elsewhere in a debt collection letter and may even itself be false or misleading. *Al v. Van Ru Credit Corp.*, 2018 U.S. Dist. LEXIS 70321, at *9-10 (E.D. Wis. Apr. 26, 2018) (citing *Boucher v. Fin. Sys. of Green Bay*, 880 F.3d 362, 366-67 (7th Cir. 2018)).

28. The August 24, 2017 settlement offer deadline stated in Exhibit A is a material statement of fact about when the offer would be available from MRS.

29. The unsophisticated consumer receiving Exhibit A would understand that MRS would be authorized to collect his account until at least August 24, 2017, and would understand that MRS may even renew the settlement offer in Exhibit A if he had not responded by August 24, 2017.

30. The unsophisticated consumer would, at the very least, know that, as of August 11, 2017, “there is a renewal possibility but that it is not assured.” *Evory v. RJM Acquisitions Funding L.L.C.*, 505 F.3d 769, 776 (7th Cir. 2007).

CSI Letter

31. On or about August 18, 2017, CSI mailed a collection letter to Plaintiff regarding the same alleged debt, allegedly owed to Chase and associated with Plaintiff’s Chase account with an account number ending in 3582. A copy of the letter is attached to this complaint as Exhibit B.

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

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

34. Upon information and belief, Exhibit B was the first written communication CSI mailed to Plaintiff regarding the alleged debt referenced in Exhibit B.

35. Exhibit B contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

Unless you notify our office within thirty (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 thirty (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 judgment or verification. If you request of this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit B.

36. Exhibit B also contains the following:

RE: CHASE BANK USA, N.A.
ACCOUNT NUMBER: XXXXXXXXXXXX3582
BALANCE DUE: \$10,615.17
REFERENCE NUMBER: [REDACTED] 4847

Exhibit B.

37. Exhibit B also contains a payment remittance slip, which contains the following:

Checks Payable To: Client Services, Inc.

Exhibit B.

38. On the face of Exhibits A & B, it is impossible to determine who is authorized to collect the debt as of the dates of Exhibits A & B, and whether MRS and/or CSI are acting illegitimately.

39. MRS mailed Exhibit A on or about August 11, 2017, offering the consumer options to resolve the account with a deadline of August 24, 2017 (about two weeks after the date of Exhibit A), but CSI mailed Exhibit B just one week later, on or about August 18, 2017 (about a week before the deadline stated in Exhibit A had lapsed).

40. Debts like the one referenced in Exhibits A & B are intangible personal property known as choses in action, which are not only assignable but are traditionally understood as having bifurcated title: legal title and equitable title. *See Unifund CCR Partners v. Shah*, 993 N.E.2d 518, 521 (Ill. App. Ct. 1st Dist. 2013).

41. Where the creditor of a debt hires a third-party collection agent who attempts to collect the debt in the collection agent's own name (*see* Exhibit A, instructing debtors to pay "by calling 800-949-3208, mailing to the above address or by using our online payment website at <https://mrspay.webview.com>" and Exhibit C, instructing debtors to "make check payable to Client Services, Inc."), the creditor assigns legal title to the chose in action, but retains equitable title. *Unifund CCR Partners v. Shah*, 993 N.E. N.E.2d 518, 521 (Ill. App. Ct. 1st Dist. 2013) (citing *Sprint Communs. Co., L.P. v. APCC Servs.*, 554 U.S. 269, 276-77 (2008)).

42. On the face of Exhibits A & B, it is impossible to determine whether MRS or CSI had legal title to the debt referenced in Exhibits A & B as of the dates of Exhibits A & B.

43. On the face of Exhibits A & B, it is impossible to determine whether MRS or Chase contracted with CSI to mail Plaintiff Exhibit B.

44. August 11, 2017, the date of Exhibit A is a Friday. It is not uncommon for debt collectors to mail their letters a day or two later. *See, e.g., Kellar v. Fin. Recovery Servs.*, 2013 U.S. Dist. LEXIS 183836, at *9 (D.N.D. Oct. 29, 2013) (finding a validation notice was not backdated and "tak[ing] judicial notice that printing a letter one day and placing it in the mail the following day is a common business occurrence, depending on the time of day the letter was printed, the volume of outgoing mail on that day, and the availability of sufficient personnel to process the mail on that day.").

45. As a result, by the time CSI mailed Exhibit B, which is dated August 18, 2017, the consumer would have had, at most, just a few days to consider the payment options MRS offered in Exhibit A.

46. The misleading and confusing settlement offer deadline in Exhibit A is, by definition, material because it is a deadline for acceptance of the offer. *Evory*, 505 F.3d at 775-

76; *Al*, 2018 U.S. Dist. LEXIS 70321, at *8; *see also*, *Smith v. Nat'l Enter. Sys.*, 2017 U.S. Dist. LEXIS 47701, at *12-14. (Mar. 30, 2017).

47. The consumer would undoubtedly be left scratching her head and wondering whether Exhibit A and/or Exhibit B was a scam, and whether MRS, CSI, or someone else was legally authorized to collect payment. *See, e.g., Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 324-25 (7th Cir. 2016):

Suppose the sender of these letters had not been [the authorized debt collector] but a party who had no legal right to collect the debts on [the creditor's] behalf – perhaps someone who gathered debt information from public court records. The letters did not identify who currently owned the debts, so a consumer wishing to verify that a payment would extinguish her obligation could not contact the current creditor to confirm that paying the letter-writer would be the proper course of action. In fact, the [debt collection] letters actually instructed consumers to direct all further contact not to [the creditor] but to [the debt collector] itself. Unless the unsophisticated consumer makes the effort to demand verification under § 1692g, an unscrupulous sender could confirm that that the consumer should send it a payment to extinguish the debt. That consumer would find that she had lost money while her actual debt remained unpaid.

48. The unsophisticated consumer would also be confused and misled as to whether the settlement offer stated in Exhibit A was still available to the consumer as of the date of Exhibit B. Exhibit A states that “we” are making the offer and that “we” are not obligated to renew it, so the consumer would not know whether the same offer would be available from some other debt collector, particularly because Exhibit B is entirely silent as to whether the account may be settled for less than the “BALANCE DUE.”

49. Moreover, the confusion and misrepresentation inherent in the disclosure of the chain of title of the debt referenced in Exhibits A & B is material.

50. Even a consumer who assumed the debt was valid would be confused and misled upon receiving debt collection letters from two different debt collectors within a span of a few

days, especially where both letters directed the debtor to tender payment to the debt collector rather than the creditor.

51. The consumer would not know whether MRS had actually purchased the debt, and CSI was authorized to collect the debt on MRS' behalf.

52. Even if the consumer did think MRS had purchased the debt, the consumer would have no way to determine which debt collector should receive the payment, which would increase the risk of double-payment of the same debt, and whether the settlement offer stated in Exhibit A was still available to the consumer.

53. Additionally, Exhibit A offers that the debtor may pay the debt off in installments, whereas Exhibit B does not offer these installment plans.

54. Although Exhibit A does not state a deadline in Option 3, the unsophisticated consumer would presume that the monthly installment payment option would be available longer than the options to resolve the balance for less than the full amount owed, which are presumably more attractive to most consumers.

55. While the installment plan that is offered does not “settle” the debt for less than the amount owed, a consumer tendering payments according to an installment plan would see a positive effect on her credit reporting. *E.g.*,

- a. TransUnion – one of the three major consumer reporting agencies – has an account status that describes charged-off accounts that the consumer has begun to pay. *See* <https://www.transunion.com/resources/transunion/doc/compliance-and-legislative-updates/HowToReadCreditReport.pdf> (*compare* 09 (“Charged off to bad debt”) *with* 9P (“Paying or paid account with Current Manner of Payment 09 or 9B”).

- b. Experian – another of the three major consumer reporting agencies – also has an account status that describes charged-off accounts that the consumer has begun to pay. See <https://www.experian.com/assets/access/ar7-glossary.pdf> (Payment Status 86* (“COFF NOW PAY”) means “Now paying/Was a charge-off”).

56. Additionally, the consumer would understand that, as long as she was making payments pursuant to the installment plan that was offered in Exhibit B, neither the debt collector nor the creditor could “ramp up” collection by, *e.g.*, suing her or attempting to garnish her wages. The offer to spread payments out over numerous installments is a “consumer credit transaction” for which a consumer in default is entitled to receive notice of right to cure the default prior to acceleration of the debt. See Wis. Stat. §§ 421.301(10) (defining “consumer credit transaction”); 425.105 (creditor’s remedies and consumer’s rights in case of consumer’s default in consumer credit transaction).

57. Based on Exhibits A & B, it is impossible to determine the chain of title to the debt.

58. It is possible that Chase assigned legal title to the debt to MRS, and MRS assigned legal title to CSI (*i.e.*, CSI was acting on behalf of MRS, who was acting on behalf of current creditor Chase), in which case the debt would still be subject to the settlement offers MRS offered.

59. It is also possible that Chase assigned both legal and equitable title to MRS (*i.e.*, CSI was acting on behalf of current creditor MRS), and MRS assigned legal title to CSI, in which case the debt would still be subject to the settlement offers MRS offered.

60. But it is also possible that Chase assigned legal title to the debt to MRS, but MRS returned legal title to Chase, and Chase subsequently assigned legal title to CSI, in which case

the settlement offers stated in Exhibit A would no longer be on the table. *See Exhibit B* (“**We** are presenting three options **We** are not obligated to renew this offer.”) (emphasis added).

61. Based on Exhibits A & B, there is no way to determine whether the settlement offers stated in Exhibit A are still available as of the date of Exhibit B, which is one week prior to the offer deadlines stated in Exhibit A.

62. The confusing chain of title is further exacerbated because Exhibit B does not actually state who the creditor is. Instead, Exhibit B states only “RE: Chase Bank USA, N.A.” Absent more, and in light of the confusion rendered by the mailing of Exhibit B prior to the deadlines stated in Exhibit A, the “RE: CHASE BANK USA, N.A.” reference does not effectively disclose the name of the creditor to whom the debt is owed. *See Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d at 323 (where header of letter stating “RE: [NAME OF CREDITOR]” did not identify the creditor because even though “[s]ince the name was on the letters, some might correctly guess that Asset Acceptance was the creditor, but a lucky guess would have nothing to do with any disclosure the letters provided. Compliance with the requirements of § 1692g(a)(2) demands more.”).

63. Moreover, Exhibit B informs the consumer she may dispute the debt, and that she may require the debt collector to obtain verification of the debt by providing the debt collector with written notification of the dispute.

64. The representation in Exhibit A, mailed just a few days before Exhibit B, that the consumer should “Send Payment/Correspondence to: MRS BPO, L.L.C.” (emphasis in original), is inconsistent with and overshadows the disclosure in Exhibit B that the consumer must notify *this office* to effectively communicate the dispute.

65. Upon information and belief, Chase assigned legal title to MRS, who returned legal title to chase sometime after Exhibit A was mailed and before Exhibit B was mailed.

66. Upon information and belief, Chase assigned legal title to CSI sometime after Exhibit A was mailed but before Exhibit B was mailed.

67. The unsophisticated consumer cannot be expected to understand that this is what happened, particularly where he received Exhibit B before settlement offers stated in Exhibit A actually expired.

68. Upon information and belief, when MRS mailed Exhibit A it knew that, unless the consumer responded to Exhibit A within just days of receiving Exhibit A, it would be returning the account to Chase.

69. Upon information and belief, when CSI mailed Exhibit B, CSI knew that MRS had just sent Exhibit A, and that it was mailing Exhibit B prior the deadline for one or more of the offers in Exhibit A.

70. Plaintiff was confused and misled by Exhibits A & B.

71. The unsophisticated consumer would be confused and misled by Exhibits A & B.

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

73. 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 Plaintiffs on the consequences of Exhibits A & B.

The FDCPA

74. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“ ‘a plaintiff who receives

misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’ ”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *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).

75. 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”).

76. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

77. 15 U.S.C. § 1692e(2)(a) specifically prohibits debt collectors from making false representations about “the character, amount, or legal status of any debt.”

78. 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.”

79. For purposes of Plaintiff’s claim under 15 U.S.C. § 1692e, the unsophisticated consumer would not be able to determine which debt collector is actually authorized to collect the debt from reading Exhibits A & B, which would lead the consumer to believe the debt collector was attempting to scam her.

80. Additionally, the unsophisticated consumer would not be able to determine whether payments pursuant to the settlement offers MRS made would satisfy the account, require the debt collector or creditor to update the status of the account for her credit report, or whether it would bring the account to a “current” status which would provide her relief from the anxiety of a past due and accelerated account, including the possibility that the creditor could file a lawsuit against the debtor at any time.

81. 15 U.S.C. § 1692f generally prohibits debt collectors from using any “unfair or unconscionable means to collect or attempt to collect any debt.”

82. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount . . . unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

83. 15 U.S.C. § 1692g states, in pertinent part:

(a) Notice of debt; contents

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

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that, unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period 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; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

The WCA

84. The Wisconsin Consumer Act ("WCA") was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

85. The Wisconsin Supreme Court has favorably cited authority finding that the WCA "goes further to protect consumer interests than any other such legislation in the country," and is "probably the most sweeping consumer credit legislation yet enacted in any state." *Kett v.*

Community Credit Plan, Inc., 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

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

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

88. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

89. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

90. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

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

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

93. 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.”

94. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, has found that “conduct which violates the Federal Fair Debt Collection Practices Act” can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) (“Oppressive and deceptive practices prohibited.”).

95. The failure to effectively convey a customer’s validation rights can reasonably be expected to harass the customer. *See* Wis. Admin. Code DFI-Bkg § 74.16(9) (“Oppressive and deceptive practices prohibited.”) (prohibiting licensed Collection Agencies from engaging in conduct that “can reasonably be expected to threaten or harass the customer, including conduct which violates the Federal Fair Debt Collection Practices Act”); *see also Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. Jan. 22, 2008) (communicating that a consumer’s rights would be preserved through oral communication effectively misleads the consumer into delaying the transmission of the consumer’s written request for the verifying documentation, thereby causing the loss of valuable consumer rights violated state statute forbidding harassing, abusive, misleading, and unfair debt collection practices).

COUNT I – FDCPA

96. Count I is brought against both Defendants.

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

98. Exhibit A represents to the consumer that MRS is authorized to collect the account, and directs the consumer to “send payments/correspondence” to MRS.

99. Exhibit B, which would have been mailed around the same time the consumer received Exhibit B, and would have been received before the settlement offer deadline stated in Exhibit A, represents to the consumer that CSI is authorized to collect the account.

100. The representations in Exhibits A & B are inconsistent with each other, and are confusing and misleading to the unsophisticated consumer.

101. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to whether MRS, CSI, or neither is actually authorized to collect the debt.

102. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to whether MRS or Chase actually owned the debt.

103. The representations in Exhibits A & B would confuse and mislead the consumer as to whether the settlement offers in Exhibit A are still available to the consumer.

104. The representations in Exhibits A & B would confuse and mislead the consumer as to who to contact to dispute the debt and request the name and address of the original creditor.

105. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, 1692f(1), 1692g(a)(1), 1692g(a)(2), 1692g(a)(3), 1692g(a)(4), 1692g(a)(5), and 1692g(b).

COUNT II – WCA

106. Count II is brought against both Defendants.

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

108. Exhibit A represents to the consumer that MRS is authorized to collect the account, and directs the customer to “send payments/correspondence” to MRS.

109. Exhibit B, which would have been mailed around the same time the customer received Exhibit B, and would have been received before the settlement offer deadline stated in Exhibit A, represents to the customer that CSI is authorized to collect the account.

110. The representations in Exhibits A & B are inconsistent with each other, and are confusing and misleading to the unsophisticated consumer.

111. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to whether MRS, CSI, or neither is actually authorized to collect the debt.

112. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to whether MRS or Chase actually owned the debt.

113. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to whether the settlement offers in Exhibit A are still available to the consumer.

114. The representations in Exhibits A & B would confuse and mislead the unsophisticated consumer as to who to contact to dispute the debt and request the name and address of the original creditor.

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

CLASS ALLEGATIONS

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

117. Class I (“Nationwide Class”) consists of (a) all natural persons in the United States of America (b) who were sent a series of collection letters, (c) in the form of

Exhibits A & B, (d) seeking to collect a debt for personal, family or household purposes, (e) where the letter in the form of Exhibit B was dated prior to the settlement offer deadline stated in Exhibit A, and (f) the letter in the form of Exhibit B was mailed between July 13, 2017 and July 13, 2018, inclusive, (g) and neither letter was returned by the postal service.

118. Class II (“Wisconsin Class”) consists of (a) all natural persons in the United States of America (b) who were sent a series of collection letters, (c) in the form of Exhibits A & B, (d) seeking to collect a debt for personal, family or household purposes, (e) where the letter in the form of Exhibit B was dated prior to the settlement offer deadline stated in Exhibit A, and (f) the letter in the form of Exhibit B was mailed between July 13, 2017 and July 13, 2018, inclusive, (g) and neither letter was returned by the postal service.

119. Each class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each class.

120. 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 Defendants complied with the FDCPA and/or WCA.

121. Plaintiff’s claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

122. 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.

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

JURY DEMAND

124. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

- i. actual damages;
- ii. statutory damages;
- iii. attorneys' fees, litigation expenses and costs of suit; and
- iv. such other or further relief as the Court deems proper.

Dated: July 13, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A



S-SFMRSA11
P7A10U00219362 - 524710422 119363
Return Address :
MRS BPO, L.L.C.
1930 OLNEY AVE.
CHERRY HILL, NJ 08003

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV SERVICES



EMIR FETAI
1727 29TH ST
KENOSHA WI 53140-5021



Send Payment/Correspondence to:
MRS BPO, L.L.C.
1930 OLNEY AVE.
CHERRY HILL, NJ 08003
800-949-3208

Office Hours :
Monday - Thursday 9am - 9pm ET
Friday 9am - 5pm ET

CREDITOR: CHASE BANK USA N.A.
MRS ACCT# [REDACTED] 2223
CREDITOR ACCT#: xxxxxxxxxxxx3582
ACCOUNT BALANCE : \$10,615.17

August 11, 2017

Dear EMIR FETAI,

We recognize that a possible hardship or pitfall may have prevented you from satisfying your obligation. We are presenting three options to resolve your balance. We are not obligated to renew this offer.

Option 1: You pay \$4,564.52 in ONE PAYMENT to be received in this office on or before 08/24/2017.

Option 2: You make TWO PAYMENTS of \$2,759.95 each. The first payment to be received in this office on or before 08/24/2017 and the second payment on or before 09/20/2017.

Option 3: A monthly payment plan to pay the full balance of the account.

Payment may be made by calling 800-949-3208, mailing to the above address or by using our online payment website at <https://mrspay.webview.com> (internet connection required).

When you call please let our representative know that you have received the CHASE BANK USA N.A. Option Letter.

Sincerely,

MRS BPO, L.L.C.
800-949-3208
[REDACTED] 2223 [REDACTED]

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.

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

Exhibit B



3451 Harry S Truman Blvd.
Saint Charles, MO 63301-4047

RE: CHASE BANK USA, N.A.
ACCOUNT NUMBER: XXXXXXXXXXXXX3582
BALANCE DUE: \$10,615.17
REFERENCE NUMBER: [REDACTED] 4847

Office Hours (Central Time)
Monday-Thursday: 8am-8pm
Friday: 8am-5pm
Saturday: 7am-11am
Sunday: Closed

PHONE: 877-288-9903

DATE: 8/18/2017

DEBT VALIDATION NOTICE

The above account has been placed with our organization for collections.





Unless you notify our office within thirty (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 thirty (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 judgment or verification. If you request of this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to working with you in resolving this matter.

Mike Crafts

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FOR IMPORTANT RIGHTS AND PRIVILEGES WHICH MIGHT APPLY TO YOUR STATE OF RESIDENCE,
PLEASE SEE BELOW OR REVERSE SIDE (IF FAXED THEN FOLLOWING PAGE).

	Send your payment in the enclosed envelope using the remittance coupon below.		Online: www.csiconsumercenter.com
	Pay-by-Phone: 1-877-552-5905		If you are unable to pay the balance in full, contact our office at 877-288-9903 for payment options, which may be available to you.

Do not send correspondence to this address.

PO Box 1586
Saint Peters, MO 63376

REFERENCE NUMBER	[REDACTED] 4847
AMOUNT ENCLOSED	



Checks Payable To: Client Services, Inc.

REMIT TO:

CLIENT SERVICES, INC.
3451 HARRY S. TRUMAN BLVD
ST. CHARLES MO 63301-4047



EMIR FETAI
1727 29TH ST
KENOSHA WI 53140-5021

CALIFORNIA

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

COLORADO

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. The address and telephone number for Client Services, Inc.'s local Colorado office is: The Executive Building, Attn: Stokes & Wolf, P.C. as agent for Client Services, Inc., 1776 S. Jackson St., Suite 900 Denver, CO 80210 (TEL: (303) 753-0945).

KANSAS

An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living, has been requested. You have the right to request additional information, which includes the nature and scope of the investigation.

MASSACHUSETTS

NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

MINNESOTA

This collection agency is licensed by the Minnesota Department of Commerce.

NEW YORK

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: the use or threat of violence, the use of obscene or profane language, and repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI), social security, public assistance (welfare), spousal support including maintenance (alimony) or child support, unemployment benefits, disability benefits, workers' compensation benefits, public or private pensions, veterans' benefits, federal student loans, federal student grants, federal work study funds, and ninety percent of your wages or salary earned in the last sixty days.

NEW YORK CITY

New York City Department of Consumer Affairs License Number: 1306512

NORTH CAROLINA

North Carolina Permit Number: 100705

TENNESSEE

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

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**
EMIR FETAI**(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****MRS BPO LLC and CLIENT SERVICES INC.**

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act 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

July 13, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

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

EMIR FETAI

Plaintiff(s)

v.

MRS BPO LLC and CLIENT SERVICES INC.

Defendant(s)

Civil Action No. 18-cv-***

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MRS BPO, LLC
c/o COGENCY GLOBAL INC.
c/o DANE COUNTY TITLE COMPANY, INC.
901 SOUTH WHITNEY WAY
MADISON, WI 53711

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-***

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.:

Print

Save As...

Case 1:18-cv-01271 Filed 07/13/18 Page 2 of 2 Document 1-1

Reset

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

EMIR FETAI

Plaintiff(s)

v.

MRS BPO LLC and CLIENT SERVICES INC.

Defendant(s)

Civil Action No. 18-cv-***

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CLIENT SERVICES INC.
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON , WI 53717

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-***

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.:

Print

Save As...

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