

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

JENNIFER GAJEWSKI, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

UNITED COLLECTION BUREAU INC and  
DEPARTMENT STORES NATIONAL BANK,

Defendants.

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) Case No.: 18-cv-224

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

**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 Wisconsin Consumer Act, Ch. 421-427, Wis. Stats. (“WCA”).

**JURISDICTION AND VENUE**

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

**PARTIES**

3. Plaintiff Jennifer Gajewski 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 Defendants sought to collect from Plaintiff a debt allegedly incurred for personal, family or household purposes, namely a personal credit card account.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt Defendants sought to collect from Plaintiff was incurred as a result of a consumer transaction.

6. Defendant United Collection Bureau, Inc. (“UCB”) is a foreign business corporation with its principal place of business located at 5620 Southwyck Blvd., Toledo, Ohio 43614.

7. UCB does substantial business in Wisconsin.

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

9. UCB is licensed as a “Collection Agency” under Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-BKG 74.

10. UCB is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. It is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat § 427.103(3).

11. Defendant Department Stores National Bank (“DSNB”) is a national banking association with its principal place of business located at 701 East 60th Street, Sioux Falls, South Dakota.

12. DSNB issues and administers Macy’s brand credit card accounts.

13. DSNB does substantial business in Wisconsin.

14. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added).

15. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

16. DSNB is a “debt collector” under Wisconsin law, in that it collects consumer debts owed to itself, both directly and indirectly through collection agencies.

17. DSNB is a “merchant” as defined in the WCA, as the alleged debt arose from use of Plaintiff’s consumer credit account. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

18. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

19. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

[https://www.wdfr.org/wca/business\\_guidance/creditors/debt\\_collection/](https://www.wdfr.org/wca/business_guidance/creditors/debt_collection/).

20. DSNB uses third-party debt collection agencies, including UCB, to collect consumer debts. DSNB, directly or indirectly, is a “debt collector” under this arrangement. Wis. Stat. § 427.103(3).

21. Any company meeting the definition of a “debt collector” (here, DSNB) is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

**FACTS**

22. On or about February 21, 2017, DSNB mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to DSNB and associated with Plaintiff’s “Macy’s Star Rewards” credit card account with an account number ending in 1620. A copy of this account statement is attached to this complaint as Exhibit A.

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

24. Exhibit A states:

Summary of Account Activity		Payment Information								
Previous Balance	\$937.44	<b>New Balance</b>	<b>\$972.44</b>							
Payments	-\$0.00	<b>Minimum Payment Due</b>	<b>\$211.68</b>							
Other Credits	-\$0.00	<b>Payment Due Date</b>	<b>March 20, 2017</b>							
Purchases/Other Debits	+\$0.00	<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$37.								
Fees Charged	+\$35.00	<b>Minimum Payment Warning:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:								
Interest Charged	+\$0.00	<table border="1"> <tr> <td>If you make no additional charges using this card and each month you pay...</td> <td>You will pay off the balance shown on this statement in about...</td> <td>And you will end up paying an estimated total of...</td> </tr> <tr> <td>Only the minimum payment</td> <td>3 years</td> <td>\$972</td> </tr> </table>			If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...	Only the minimum payment	3 years	\$972
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...								
Only the minimum payment	3 years	\$972								
<b>New Balance</b>	<b>\$972.44</b>	If you would like information about credit counseling services, call 1-877-337-8188.								
Past Due Amount	\$144.68									
Credit Limit	\$0.00									
Available Credit	\$0.00									
Statement Closing Date	02/21/2017									
Next Statement Closing Date	03/24/2017									
Days in Billing Cycle	28									

Exhibit A.

25. Exhibit A states that, as of February 21, 2017, Plaintiff’s account ending in 1620 had a “New Balance” of \$972.44, with a “Payment Due Date” of March 20, 2017, and a “Minimum Payment Due” of \$211.68.

26. On or about February 24, 2017 UCB mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to DSNB. A copy of this account statement is attached to this complaint as Exhibit B.

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

28. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and used by UCB to attempt to collect alleged debts.

29. Exhibit B was the first letter that UCB sent to Plaintiff with respect to Plaintiff's alleged DSNB debt.

30. Exhibit B contains the validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send debtors along with their initial communications:

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

Exhibit B.

31. Exhibit B also states:

Creditor:	DEPARTMENT STORES NATIONAL BANK (DSNB)
Regarding:	MACY'S
Last Four Digits of Creditor Account Number:	XXXXXXXXXXXX1620
United Collection Bureau, Inc. Reference Number:	██████████8845
Current Account Balance:	\$972.44

Exhibit B.

32. Exhibit B, mailed on February 24, 2017, just a few days after DSNB mailed Exhibit A to Plaintiff, states the "Current Account Balance" but does not state that Plaintiff could return her account to a current status by making a minimum payment.

33. Exhibit B does not identify any amount other than the “Current Account Balance” as being the amount of the debt or the amount that UCB was collecting.

34. Exhibit B, thus, falsely represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

35. UCB’s representation in Exhibit B that Plaintiff’s account ending in 1620 had a “Current Account Balance” of \$972.44 is false, deceptive, misleading, and unconscionable.

36. According to Exhibit A, as of February 24, 2017, when UCB mailed Exhibit B, Plaintiff’s account ending in 1620 had a “Minimum Payment Due” of \$211.68, and a “Payment Due Date” of March 20, 2017. Exhibit A.

37. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibit B. Exhibit B states that the “Current Account Balance” is \$972.44 without stating an amount “due” while Exhibit A seeks only a minimum payment of \$211.68. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at \*6 (E.D. Wis. Sept. 29, 2017) (“In the context of a debt, ‘owing’ an amount is distinguishable from the amount ‘due.’”).

38. UCB and DSNB both represented the amount of the debt in a way that was confusing to the unsophisticated consumer and/or misrepresented the amount of the debt.

39. Upon information and belief, UCB and DSNB work in a scripted process to collect DSNB debts such as Plaintiff’s.

40. Upon information and belief, UCB is fully aware of the contents and representations in Exhibit A,

41. Upon information and belief, UCB is fully aware that DSNB sends Exhibit A to consumers just a few days before UCB mails a letter in the form of Exhibit B.

42. Upon information and belief, UCB is fully aware that its letter is sent during account billing cycles wherein DSNB has sent a statement to consumers seeking a “minimum payment” and not representing that the entire balance is due.

43. Plaintiff was confused by Exhibits A and B.

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

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

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

### **The FDCPA**

47. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

48. The Seventh Circuit has held that whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of an “unsophisticated consumer.” *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir.

1997). “The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled.” *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

49. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

*N.C. Freed Co. v. Board of Governors*, 473 F.2d 1210, 1214 (2d Cir. 1973).

50. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimsher*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680 (Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989).

51. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 \*9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations



of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *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.”); *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)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *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).

52. 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”).

53. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

54. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

55. 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.”

56. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

57. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

58. 15 U.S.C. § 1692g(a) states:

**a) Notice of debt; contents**

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the

following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;

### **The WCA**

59. 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).

60. 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).

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

62. “The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives.” *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

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

64. 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).

65. 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).

66. 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. Nuwell 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.*

67. 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.”

68. 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 . . . .” Wis. Admin. Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

69. 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.”

70. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

### **COUNT I – FDCPA**

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

72. Count I is brought against Defendant UCB.

73. Prior to sending Exhibit B, UCB was aware that DSNB had sent Plaintiff an account statement stating Plaintiff’s account had a “Minimum Payment Due” of \$211.68, and a “Payment Due Date” of March 20, 2017.

74. UCB represented to Plaintiff that Plaintiff’s DSNB account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

75. UCB misrepresented the amount, character, and legal status of the debt it was collecting.

76. UCB’s attempts to collect the entire balance of class members’ DSNB accounts were false, misleading and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

77. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1).

### **COUNT II -- WCA**

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

79. Count II is brought against both Defendants.

80. In Exhibit A, DSNB represented to Plaintiff that her account had a “Minimum Payment Due” of \$211.68, and a “Payment Due Date” of March 20, 2017.

81. Nonetheless, DSNB contracted with UCB to send Exhibit B, which stated the whole of Plaintiff’s account was past due on February 24, 2017 and attempted to collect the entire balance as though it had been properly accelerated.

82. In fact, when UCB sent Exhibit B, UCB knew that DSNB had just sent Plaintiff an account statement representing that her DSNB debt had not been accelerated.

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

#### **CLASS ALLEGATIONS**

84. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent an account statement by DSNB in the form of Exhibit A, (c) and subsequently were sent a letter in the form of Exhibit B, (d) for an alleged debt incurred for personal, family or household purposes, (e) between February 12, 2017 and February 12, 2018, inclusive, (f) that were not returned by the postal service.

85. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

86. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A and B violate the FDCPA and/or the WCA.

87. Plaintiff’s claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

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

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

**JURY DEMAND**

90. Plaintiff hereby demands a trial by jury.

**PRAYER FOR RELIEF**

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

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

Dated: February 12, 2018

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
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# **EXHIBIT A**



**Macy's Account statement**



Questions or lost/stolen card? Call Customer Service 1-800-782-7756



Go to [macys.com/mymacyscard](http://macys.com/mymacyscard) to manage and pay your account online.

JENNIFER GAJEWSKI

Account Number: [REDACTED] 162-0

Summary of Account Activity	
Previous Balance	\$937.44
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>\$972.44</b>
Past Due Amount	\$144.68

  

Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	02/21/2017
Next Statement Closing Date	03/24/2017
Days in Billing Cycle	28

Payment Information		
<b>New Balance</b>	<b>\$972.44</b>	
<b>Minimum Payment Due</b>	<b>\$211.68</b>	
<b>Payment Due Date</b>	<b>March 20, 2017</b>	
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$37.		
<b>Minimum Payment Warning:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	3 years	\$972
If you would like information about credit counseling services, call 1-877-337-8188.		

162001

Your account is 5 months past due.  
 If you are experiencing financial difficulty, we offer a number of payment solutions that may be available to help you bring your account current, if you qualify.  
 » To make a payment or for further assistance call us today at 1-800-782-7756.  
 For the hearing impaired, call our TDD line at 1-800-281-0820.  
 Hours of operation:  
 • Monday - Thursday: 8:00 a.m. to 11:00 p.m. ET  
 • Friday: 8:00 a.m. to 9:00 p.m. ET  
 • Saturday and Sunday: 8:00 a.m. to 8:00 p.m. ET  
 This is an attempt to collect a debt and any information obtained will be used for that purpose.



PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is issued by Department Stores National Bank.



P.O. BOX 8058  
 MASON, OH 45040-8058

Your Statement Enclosed



Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at [macys.com/mymacyscard](http://macys.com/mymacyscard), or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account Number: [REDACTED] 162-0

**Payment Due Date** March 20, 2017  
**New Balance** \$972.44  
**Minimum Payment Due** \$211.68

**Amount Enclosed: \$**

Make Check Payable to: Macy's  
 ▼ Mail to address below ▼

ES00071017 1 AV 0.376 X5162106 TMN 005162 0319



JENNIFER GAJEWSKI  
 3660 E BARBARA CT  
 OAK CREEK, WI 53154-8019

Macy's  
 PO BOX 9001094  
 LOUISVILLE, KY 40290-1094



02536771  
 MSP 4002



**Information About Your Account.**

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. There is no grace period on excluded promotional balances.

If you have a balance subject to a Special Event promotion and that promotion does not expire before the payment due date, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. In addition, if you have a Club Plus balance, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to Special Event balances first, the Special Event balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, so long as you pay the New Balance first any excluded promotional balance, plus any separately required payment on an excluded promotional balance in full by the payment due date each billing cycle.

Other promotions (offer not described above) may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe when to pay.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. However, if the letter A appears after the Annual Percentage Rate in the Interest Charge Calculation section, then we use an average daily balance method (including current transactions) to calculate interest charges.

To find out more information about the balance calculation method for your account and how the resulting interest charges were determined, contact us at the Customer Service number on the front of this statement.

**Other Account and Payment Information.**

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the top of the payment coupon. The correct address for courier or express mail is the Express Mail Address shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

**Document Production Fee.** We may charge you a fee of \$3.00 per item if you request copies of previously provided records, such as Statements and sales checks. We will not charge you for documents produced in connection with a Billing Error investigation.

**Payment Other Than By Mail**

- **In-Store.** Any payment in proper form accepted in store will be credited as of that day (however, credit availability may be subject to verification of funds).
- **Online.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance (the first time you make a payment online). The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted on your due date each month from the account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

ML - 9138-7700-0001 -#- S - 23 - N - D - - - -#- E - 90 - D - 26 -#- P - B - 0 - N -#- 5 - - - 8 - 0 - 0 -#- 01/25/17 - 05/01/13 - 45 - January 24, 2017  
N - - - -#- 0 - - MHAB - F - D - D - - -#- V - - 60 - 0 - - - N

**New information?** For new address, telephone or email, go to [macys.com/roymacyscard](http://macys.com/roymacyscard) or enter the new information below. To change your name, please indicate the new name below.

**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

**\*\*Enter Email Address** If you provide your email address, you authorize 1) the account issuer for this account to contact you about your account and tell you about useful products and services; and 2) Macy's to email you information about receiving promotions, sales, special events and other offers.

Sign up for electronic statements. It's fast, easy and convenient. Make the switch today! Go to [macys.com/gopaperless](http://macys.com/gopaperless)



E 052 066 8

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on your Statement Closing Date identified on your last statement, that payment will appear on your next statement.

**Fees**

Transaction Date	Description	Amount
Feb 20	LATE FEE	\$35.00
	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$35.00</b>

**Interest Charged**

Transaction Date	Description	Amount
	<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$0.00</b>

2017 Totals Year-to-Date	
Total Fees Charged in 2017	\$60.00
Total Interest Charged in 2017	\$0.00

**Activity and Promotions Detail**

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
MACY'S ACCOUNT TRANSACTIONS									
REGULAR									
-	-	\$937.44	-	\$35.00	-	\$972.44	-	-	-
<b>TOTAL</b>		<b>\$937.44</b>	<b>\$0.00</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$972.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Interest Charge Calculation		Your Annual Percentage Rate (APR) is the annual interest rate on your account.		
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
MACY'S ACCOUNT TRANSACTIONS				
REGULAR	0.00%	\$0.00	\$0.00	

20029T





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# Exhibit B

UNITED COLLECTION BUREAU, INC.  
5620 SOUTHWYCK BLVD SUITE 206  
TOLEDO OH 43614

February 24, 2017  
1-800-299-0979

JENNIFER GAJEWSKI  
3660 E BARBARA CT  
OAK CREEK WI 53154-8019

Creditor: DEPARTMENT STORES NATIONAL BANK (DSNB)  
Regarding: MACY'S  
Last Four Digits of Creditor Account Number: XXXXXXXXXXXX1620  
United Collection Bureau, Inc. Reference Number: [REDACTED] 8845  
Current Account Balance: \$972.44

Dear JENNIFER GAJEWSKI:

Unless you dispute the validity of this debt or any portion thereof please make your payment payable to DSNB at the remit address below or call our office for arrangements.

Please scan the QR code below to be directed to our website to make a payment, or you can go to: [www.ucbinc.com](http://www.ucbinc.com), click on make a payment and follow the prompts.



When calling our office at 1-800-299-0979, please refer to reference number [REDACTED] 8845.

Sincerely,  
United Collection Bureau, Inc.

Business Hours: 8:00 a.m. – 9:00 p.m. ET Monday – Thursday  
8:00 a.m. – 7:00 p.m. ET Friday

This is an attempt to collect a debt by United Collection Bureau, Inc., a debt collector, and any information obtained will be used for that purpose.

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

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

24CLUG2700MDN

PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.  
PLEASE MAKE YOUR PAYMENT PAYABLE TO DSNB.

PO BOX 1448  
MAUMEE OH 43537  
ADDRESS SERVICE REQUESTED

Creditor: DEPARTMENT STORES NATIONAL BANK (DSNB)  
Regarding: MACY'S  
Last Four Digits of Creditor Acct. Number: XXXXXXXXXXXX1620  
Current Account Balance: \$972.44  
United Collection Bureau, Inc. Reference No: [REDACTED] 8845  
United Collection Bureau, Inc. Telephone No: 1-800-299-0979

**REMIT TO:**

February 24, 2017

UNITED COLLECTION BUREAU, INC.  
PO BOX 1448  
MAUMEE OH 43537

JENNIFER GAJEWSKI  
3660 E BARBARA CT  
OAK CREEK WI 53154-8019

361044028



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

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

**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 a.m. or after 9 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](http://www.ftc.gov). Nonprofit credit counseling services may be available in the area.

**COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.AGO.STATE.CO.US/CADC/CADCMAN.CFM](http://WWW.AGO.STATE.CO.US/CADC/CADCMAN.CFM). 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. Payments can be made in person at: Colorado Manager, Inc., Building B, 80 Garden Center, Suite 3, Broomfield, Colorado 80020, 303-920-4763.

**IDAHO:** Toll Free 1-866-209-0622 during normal business hours.

**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.

**MAINE:** Hours of operation (ET): Monday through Thursday, 8:00 a.m. to 8:00 p.m.; Friday, 8:00 a.m. to 5:00 p.m.

**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. Hours of operation (ET): Monday through Thursday, 8:00 a.m. to 8:00 p.m.; Friday, 8:00 a.m. to 5:00 p.m.

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

**NEW YORK CITY:** New York City Department of Consumer Affairs License Number 1004887.

**NORTH CAROLINA:** North Carolina Permit Numbers: 101866, 3843, 4022 and 4367.

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

**WISCONSIN:** This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

If you have a concern about the way we are collecting this debt, please call our toll-free Consumer Service Hotline at 1-866-209-0622, email us at [UCBCompliance@ucbinc.com](mailto:UCBCompliance@ucbinc.com), or mail us at United Collection Bureau, Inc., Compliance Department, 5620 Southwyck Blvd, Ste 206, Toledo, OH 43614. Please include your account number on all communication.

UCBV13 10 06 16

# 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**  
**JENNIFER GAJEWSKI**

**(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**  
**UNITED COLLECTION BUREAU INC, et al.**

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff  3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant  4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

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

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

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

**VI. CAUSE OF ACTION**

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

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

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

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: February 12, 2018 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin



## 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

JENNIFER GAJEWSKI,

Plaintiff(s)

v.

UNITED COLLECTION BUREAU INC., and
DEPARTMENT STORES NATIONAL BANK,

Defendant(s)

Civil Action No. 18-cv-224

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) UNITED COLLECTION BUREAU 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

**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JENNIFER GAJEWSKI,

Plaintiff(s)

v.

UNITED COLLECTION BUREAU INC., and
DEPARTMENT STORES NATIONAL BANK,

Defendant(s)

Civil Action No. 18-cv-224

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DEPARTMENT STORES NATIONAL BANK
701 East 60th Street
Sioux Falls, South Dakota

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

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

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

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

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: [Class Action Claims UCB and DSNB Sent Wisconsin Woman Contradictory Collection Letters](#)

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