

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

KEANNA GOCHET, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 19-cv-20
)	CLASS ACTION COMPLAINT
Plaintiff,)	
vs.)	
NATIONAL CREDIT SERVICES INC.,)	Jury Trial Demanded
Defendant.)	
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INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”), and the Wisconsin Consumer Act, Chapters 421-427, Wisconsin Statutes (the “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 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Keanna Gochet 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 her a debt allegedly incurred for personal, family or household purposes.

5. Plaintiff is also a “customer” as defined in the WCA in that she engaged in a consumer credit transaction, namely an education loan (the “student loan”), for personal, family or household purposes. Wis. Stat. § 421.301(17).

6. Defendant National Credit Services, Inc. (“NCS”) is a corporation with its principal place of business located at 2525 220th Street SE, Suite 200, Bothell, Washington 98021.

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

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

9. NCS is licensed as a “Collection Agency” by the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

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

FACTS

11. Plaintiff entered into one or more consumer credit transactions with the United States Department of Education (“DoE”) for a student loan.

12. Upon information and belief, the student loan was a Federal Perkins Loan. *See*, 34 CFR 674.

13. Federal Perkins Student loan agreements are “consumer credit transactions” pursuant to the WCA. Wis. Stat. §§ 421-427; *see also Patzka v. Viterbo Coll.*, 917 F. Supp. 654, 659 (W.D. Wis. 1996).

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

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

15. Plaintiff's student loan contracts were for "services," namely educational services.

16. Plaintiff's student loans, as are all student loans, are extensions of "credit."

Plaintiff obtained student loans to pay for tuition, fees, and educational materials. Wis. Stat. § 421.301(14) ("Credit" means the right granted by a creditor to a customer to defer payment of debt, to incur debt and defer its payment or to purchase goods, services or interests in land on a time price basis.")).

17. That the lender placed the loan for collection with Defendant, and that Defendant sent Plaintiff debt collection letters establishes that the lender intended repayment of the debt.

18. Pursuant to the loan agreement, the loan was payable in installments. Under a standard student loan contract, the consumer incurs an obligation to pay the balance in monthly installments, over the contract's term, and payments usually begin after the consumer has graduated or otherwise left school.

19. Moreover, the student loan agreement provides for the accrual of interest, which is a "finance charge." Wis. Stat. § 427.301(20)(a) ("Finance charge" includes "Interest, time price differential and any amount payable under a discount or other system of additional charges").

20. On or about August 27, 2018, Defendant mailed a debt collection letter to Plaintiff regarding an alleged student loan debt placed with Defendant. A copy of this letter is attached to this complaint as Exhibit A.

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

22. Exhibit A is the first written communication that Defendant mailed to Plaintiff regarding the alleged debt referenced in Exhibit A.

23. The header in Exhibit A contains the following:

ACCOUNT IDENTIFICATION

Client: U S DEPARTMENT OF EDUCATION

Principal Balance	:\$ 3,997.63
Interest	:\$ 776.30
Fees & Costs	:\$ 1,161.97
Total Balance	:\$ 5,935.90

Exhibit A.

24. The body in Exhibit A contains the following:

National Credit Services, Inc. (NCS) is sending this letter regarding your defaulted student loan or grant overpayment debt held by the U.S. Department of Education (ED). ED has referred your debt to National Credit Services, Inc. (NCS) for collection. At this time, ED has indicated your entire balance as indicated above is due and payable.

Exhibit A.

25. Exhibit A states that Plaintiff's Federal Perkins student loan debt is in default, and that the "entire balance . . . is due and payable."

26. Exhibit A represents that, at the time Exhibit A was mailed, Plaintiff's Federal Perkins loan was in default, and that the U.S. Department of Education had accelerated the balance.

27. Upon information and belief, at the time Exhibit A was mailed, Plaintiff's Federal Perkins loan was in default, and the U.S. Department of Education had accelerated the balance.

28. Exhibit A further states:

SEE THE REVERSE SIDE OF THIS LETTER FOR IMPORTANT INFORMATION.

Exhibit A.

29. The reverse side of Exhibit A states:

As of the date of this letter, you owe the amount stated on the reverse side of this letter. Because your student loan or grant overpayment you may require you to pay interest on the outstanding portion of your balance, as well as late charges and costs of recovery, which vary from day to day, the amount required to pay your account in full on the day you send payment may be greater than the amount stated here. If you pay the amount stated here, an adjustment may be necessary after we receive your payment. In that event, we will notify you of any adjustment in your balance. We encourage you to call prior to making a payment intended to pay your account in full.

Exhibit A.

30. The statement that “your student loan . . . may require you to pay . . . late charges” is a material representation that Defendant or the creditor could add late charges to the balance. *See, e.g., Boucher v. Fin. Sys. of Green Bay*, 880 F.3d 362, 368 (7th Cir. 2018).

31. The representation that Defendant or the creditor could add late charges to the balance of the Plaintiff’s defaulted Federal Perkins student loan debt after the debt was accelerated is false, deceptive, and misleading. *See, e.g., Hovermale v. Immediate Credit Recovery, Inc.*, No. 15-cv-5646, 2016 U.S. Dist. LEXIS 102206, at *8 (D.N.J. Aug. 4, 2016) (“The Court agrees with Plaintiff that, because Plaintiff was in default on a Federal Perkins Loan, Defendant did not have the lawful right to add late charges at the time it sent the Letter to Plaintiff.”) (citing 34 C.F.R. § 674.31(b)(5)(i); 34 C.F.R. § 674.43(b)(2)); *see also, Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 793 n.1 (7th Cir. 2003) (collecting cases holding that “post-acceleration late fees are unlawful.”).

32. As explained in *Hovermale*, 2016 U.S. Dist. LEXIS 102206, at *8, the authority to add late fees to Federal Perkins loan debts arises from 34 C.F.R. § 674.43(b)(2):

(2)

Subject to § 674.47(a), the institution may assess a late charge for loans made for periods of enrollment beginning on or after January 1, 1986, during the period in which the institution takes any steps described in this section to secure –

(i) Any part of an **installment** payment not made when due, or

(ii) A request for deferment, cancellation, or postponement of repayment on the loan that contains sufficient information to enable the institution to determine whether the borrower is entitled to the relief requested.

34 C.F.R. § 674.43(b)(2) (emphasis added).

33. When a loan is accelerated, the entire balance becomes “due and payable,” *see*, Exhibit A, and there is no “installment payment” that can become due.

34. Once Plaintiff’s Federal Perkins loan entered default and became accelerated, there was no “enrollment period” during which there could be any attempt to secure a request for deferment, cancellation, or postponement of repayment because the loan is not in default if the student is enrolled. *See*, U.S. Department of Education Federal Student Aid Office Handbook, “Perkins Repayment Plans, Forbearance, Deferment, Discharge, and Cancellation,” at 6-132 (2015) (available at, <https://ifap.ed.gov/fsahandbook/attachments/1516FSAHbkVol6Ch4.pdf>) (accessed: Dec. 5, 2018); *see also*, 34 CFR 668.4 (defining “Payment Period” for all federal aid programs); *see also*, *Hovermale*, 2016 U.S. Dist. LEXIS 102206, at *8.

35. Further, Exhibit A attempts to collect “FEES & COSTS” in the amount of \$1,161.97.

36. Exhibit A does not explain what these “FEES & COSTS” are, nor does Exhibit A state whether these “FEES & COSTS” were imposed after or before the debt was referred to Defendant for collection.

37. The consumer would have no way to know whether the “FEES & COSTS” were legitimate, nor would she know whether “FEES & COSTS” could continue to accrue, or in what amount.

38. 34 C.F.R. § 674.45(e)(3) imposes a cap on “reasonable collection costs,” for loans placed with a collection firm, which caps those costs based on a percentage of the “principal, interest, and late charges collected.”

39. The consumer would have no way of knowing whether the “FEES & COSTS” that Exhibit A attempts to collect comprises: reasonable collection fees imposed as a percentage of the principal, interest, and late charges; late charges imposed by the institution; or a combination of collection fees and late charges. *See, e.g., Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 565-66 (7th Cir. 2004); *Acik v. I.C. Sys.*, 640 F. Supp. 2d 1019, 1023-26 (N.D. Ill. 2009).

40. Plaintiff was confused and misled by Exhibit A.

41. The unsophisticated consumer would be confused and misled by Exhibit A.

42. Plaintiff had to spend time and money investigating Exhibit A, and the consequences of any potential responses to Exhibit A.

43. 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 Exhibit A.

The FDCPA

44. 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.”); *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).

45. 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”).

46. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

47. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

48. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

49. 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.”

50. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

51. 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.”

The WCA

52. 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).

53. 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).

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

55. “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.

56. 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.

57. 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).

58. 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).

59. 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.*

60. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: "Communicate with the customer or a person related to the customer with such frequency of at such unusual hours or in such a manner as can reasonably be expected to threaten or harass the customer."

61. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: "Engage in other conduct . . . in such a manner as can reasonably be expected to threaten or harass the customer."

62. The Wisconsin Department of Financial Institutions, which is tasked with the regulation of licensed debt collectors, 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.")

COUNT I – FDCPA

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

64. Exhibit A falsely states that the debt may be subject to late charges.

65. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(10), 1692f, and 1692f(1).

COUNT II – FDCPA

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

67. Exhibit A provides a confusing and misleading itemization of the “FEES & COSTS.”

68. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), and 1692f.

COUNT III – WCA

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

70. Defendant is licensed as a collection agency by the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

71. Exhibit A falsely states that the debt may be subject to late charges.

72. Exhibit A violates the FDCPA.

73. Defendant violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

74. Plaintiff brings this action on behalf of two Classes.

75. Class I (“Nationwide Class”) consists of (a) all natural persons in the United States of America (b) who were sent a collection letter by NCS (c) attempting to collect a “defaulted student loan or grant overpayment debt,” (d) which stated that the “entire balance as indicated above is due and payable,” (e) and also stated that the loan “may require you to pay . . . late charges,” (f) where the student loan was a Federal Perkins loan, (g) and the letter was mailed between January 3, 2018 and January 3, 2019, inclusive, (f) and was not returned by the postal service.

76. Class II (“Wisconsin Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter by NCS (c) attempting to collect a “defaulted student loan or grant overpayment debt,” (d) which stated that the “entire balance as indicated above is due and payable,” (e) and also stated that the loan “may require you to pay . . . late charges,” (f) where the student loan was a Federal Perkins loan, (g) and the letter was mailed between January 3, 2018 and January 3, 2019, inclusive, (f) and was not returned by the postal service.

77. Each Class is so numerous that joinder is impracticable.

78. Upon information and belief, there are more than 50 members of each Class.

79. 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 Exhibit A violates the FDCPA and/or the WCA.

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

81. 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.

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

JURY DEMAND

83. 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 Defendant for:

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

Dated: January 3, 2019

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
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Mark A. Eldridge (SBN 1089944)
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bslatky@ademilaw.com

EXHIBIT A



NATIONAL CREDIT SERVICES, INC
 MAIL TO: PO BOX 766
 BOTHELL, WA 98041-0766
 (866) 889-3902 / Fax (425) 398-6675
 Hours of Operation:
 Monday-Friday 8:00am to 5:00pm Pacific Time

ACCOUNT IDENTIFICATION

Client: U S DEPARTMENT OF EDUCATION

Principal Balance :\$ 3,997.63
 Interest :\$ 776.30
 Fees & Costs :\$ 1,161.97
 Total Balance :\$ 5,935.90

Account No: [REDACTED] 8158

KEANNA GOCHET
 3540 N 15TH ST
 MILWAUKEE, WI 53206-2301

August 27, 2018

Validation Notice

National Credit Services, Inc. (NCS) is sending this letter regarding your defaulted student loan or grant overpayment debt held by the U.S. Department of Education (ED). ED has referred your debt to National Credit Services, Inc. (NCS) for collection. At this time, ED has indicated your entire balance as indicated above is due and payable. We do recognize that many individuals may not be in the position to pay the full balance in one payment. Therefore, NCS is committed to providing assistance to you in determining the best resolution to your obligation. Our staff is trained to discuss all available options for repayment of your debt. Nothing in this paragraph is intended to limit your rights as set forth in the following paragraph. Please telephone one of our Customer Support Staff for assistance at this toll free telephone number:

(866) 889-3902

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 thirty 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 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.

**THIS HAS BEEN SENT TO YOU BY A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT.
 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

SEE THE REVERSE SIDE OF THIS LETTER FOR IMPORTANT INFORMATION.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

NTS68A-0827-1078262468-02158-2158

DEPT 608 4490539618080
 PO BOX 4115
 CONCORD CA 94524

ADDRESS SERVICE REQUESTED

KEANNA GOCHET
 3540 N 15TH ST
 MILWAUKEE WI 53206-2301

ACCOUNT NO.	PRINCIPAL BAL	INTEREST
[REDACTED] 8158	\$3,997.63	\$776.30
	FEES & COSTS	TOTAL BALANCE
	\$1,161.97	\$5,935.90
AMOUNT PAID		\$

DO NOT SEND CASH
 MAKE CHECKS PAYABLE TO: **U.S. DEPARTMENT OF EDUCATION**
 SHOW YOUR SOCIAL SECURITY NUMBER ON YOUR CHECK
 RETURN THIS PORTION WITH YOUR PAYMENT
 NOTE: NAME/ADDRESS/PHONE NO. CHANGES ON BACK

SEND PAYMENT TO:

National Payment Center
 P.O. Box 105028
 Atlanta, GA 30348-5028

ONE OF THE NOTICES BELOW MAY APPLY TO YOU IF YOU LIVE IN ONE OF THE STATES LISTED. PLEASE REVIEW THE FOLLOWING INFORMATION.

FOR MILITARY PERSONNEL

IF YOU ARE CURRENTLY SERVING ACTIVE DUTY OR HAVE SERVED IN THE UNIFORMED SERVICES WITHIN THE PRIOR 180 DAYS, YOU MAY QUALIFY FOR A LOWER INTEREST RATE AND REDUCTION IN COLLECTION FEES THROUGH THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA). TO OBTAIN MORE INFORMATION, PLEASE CONTACT OUR OFFICE OR ON-LINE AT WWW.STUDENTAID.ED.GOV.

COLORADO - 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.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE: www.coag.gov/car.

LAW OFFICES OF IRVIN BORENSTEIN
13111 EAST BRIARWOOD AVE #340
CENTENNIAL, CO. 80112
(303) 468-5788

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 COLLECTION AGENCY.

MINNESOTA - THIS AGENCY IS LICENSED BY MINNESOTA DEPARTMENT OF COMMERCE.

NORTH CAROLINA - NC PERMIT NO. 103362. 2525 220th St SE #200, Bothell, WA 98021

TENNESSEE - THIS AGENCY IS LICENSED BY THE COLLECTION SERVICE BOARD OF THE DEPARTMENT OF COMMERCE AND INSURANCE OF THE STATE OF TENNESSEE.

WISCONSIN - This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. P.O. Box 7876, Madison, WI 53707

NORMAL BUSINESS HOURS FOR NATIONAL CREDIT SERVICES, INC. ARE 8:00A.M TO 5:00P.M. PACIFIC TIME MONDAY THROUGH FRIDAY.

As of the date of this letter, you owe the amount stated on the reverse side of this letter. Because your student loan or grant overpayment you may require you to pay interest on the outstanding portion of your balance, as well as late charges and costs of recovery, which vary from day to day, the amount required to pay your account in full on the day you send payment may be greater than the amount stated here. If you pay the amount stated here, an adjustment may be necessary after we receive your payment. In that event, we will notify you of any adjustment in your balance. We encourage you to call prior to making a payment intended to pay your account in full.

NTS68A-0827-1078262468-02158-2158

NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="checkbox"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
STATE	<input type="text"/>	WORK PHONE	<input type="text"/> - <input type="text"/> - <input type="text"/>
	ZIP	<input type="text"/> - <input type="text"/>	

SEND PAYMENT TO: National Payment Center
P.O. Box 105028
Atlanta, GA 30348-5028

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

KEANNA GOCHET

(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

NATIONAL CREDIT 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 <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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 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
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 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	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <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	LABOR <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 IMMIGRATION <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

January 3, 2019

SIGNATURE OF ATTORNEY OF RECORD

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

KEANNA GOCHET

Plaintiff(s)

v.

NATIONAL CREDIT SERVICES INC.

Defendant(s)

Civil Action No. 19-cv-20

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NATIONAL CREDIT SERVICES INC.
c/o C T CORPORATION SYSTEM
301 S. Bedford St., Suite 1
Madison, WI 53703

A lawsuit has been filed against you.

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

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: [Consumer Alleges National Credit Services Misrepresented Her Accelerated Student Loan](#)
