

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

SUSAN JOHNSON, Individually and on Behalf of)	Case No.: 18-cv-839	
All Others Similarly Situated,)	
)	CLASS ACTION COMPLAINT
Plaintiff,)	
v.)	
)	Jury Trial Demanded
DOBBERSTEIN LAW FIRM, LLC,)	
)	
Defendant.)	

INTRODUCTION

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

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 Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Susan Johnson is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from Plaintiff debts allegedly incurred for personal, family, or household purposes.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt allegedly arose from a consumer transaction that included agreements to defer payment.

6. Defendant Dobberstein Law Firm, LLC (“Dobberstein”) is a Wisconsin law firm with its principal offices located at 225 South Executive Drive, Suite 201, Brookfield, WI 53005.

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

8. Dobberstein is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes. Dobberstein is a debt collector as defined in 15 U.S.C. § 1692a.

FACTS

9. On or about January 26, 2018, Dobberstein mailed a debt collection letter to Plaintiff regarding this alleged debt owed to “MARINER FINANCE, LLC-GREENDA.” A copy of this letter is attached to this complaint as Exhibit A.

10. Upon information and belief, the alleged debt referenced in Exhibit A was incurred as the result of a secured loan Plaintiff received from Mariner Finance, LLC (“Mariner”) in order to finance the purchase of an automobile, which was used for personal, family, and household purposes. A copy of the Note, Security Agreement & Arbitration Agreement between Mariner and Plaintiff is attached to this complaint as Exhibit B.

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

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

13. Upon information and belief, Exhibit A is the first written communication Dobberstein mailed to Plaintiff regarding the alleged debt referenced in Exhibit A.

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

Unless you notify 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 after 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 current creditor.

Exhibit A.

15. Exhibit A also includes the following representation:

<u>Last Activity</u>	<u>Account Number</u>	<u>Creditor</u>	<u>Balance</u>
08/15/2017	██████████4549	MARINER FINANCE, LLC-GREENDA	\$3762.71
		TOTAL DUE:	\$3762.71

16. Exhibit A thus states that Dobberstein is collecting a debt owed to Mariner in the amount of \$3,762.71.

17. Although Exhibit A states the balance of the alleged debt as a set amount, the original agreement between Mariner and Plaintiff, Exhibit B, provides that the account is accruing interest:

You promise to pay us the Amount Financed plus the Prepaid Finance Charge (the *Principal Amount*) with simple interest of 35.31 % per year (the *Interest Rate*), on the unpaid Principal Amount, in monthly payments as scheduled above. Interest is computed on a 360-day basis. All payments we receive will be applied first to any late, bad check, or deferral charges, interest, and then to the unpaid Principal Amount until it is paid in full, or otherwise as required by applicable law. You will pay interest on the unpaid amount due under this note after maturity (whether originally scheduled or accelerated) at the Interest Rate until paid in full, and after judgment as permitted by applicable law. If you prepay this loan in full, we will refund any unearned insurance premiums, except that refunds of less than \$1 will not be made. Partial prepayments will be applied against the unpaid balance and you must still make each scheduled monthly payment until the entire balance is paid, unless you instruct us otherwise at the time of prepayment.

18. Specifically, Exhibit B states: “You will pay interest on the unpaid amount due under this note after maturity (whether originally scheduled or accelerated) at the Interest Rate until paid in full, and after judgment as permitted by applicable law.”

19. Exhibit A, however, fails to state that the debt is accruing interest.

20. On the face of Exhibit A, the unsophisticated consumer would be unable to tell that interest on the debt was accruing, and that the amount of the debt on the day the consumer received Exhibit A would be different from the amount stated on Exhibit A.

21. When the amount of the debt varies day to day, the debt collector should avoid confusion by including explanatory language in the letter. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000) (“As of the date of this letter, you owe \$ [the exact amount due]. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call 1-800-[phone number].”); *see also Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 949 (7th Cir. 2004); *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 565-66 (7th Cir. 2004).

22. No such explanatory language was used in Exhibits A.

23. In *Chuway v. Nat’l Action Fin. Servs., Inc.*, 362 F.3d 944, 949 (7th Cir. 2004), the Seventh Circuit made clear that the debt collector must use the safe harbor language in *Miller* or equivalent language, in cases where the debt collector is attempting to collect the listed balance plus the interest running on it or other charges. *See also Avila v. Riexinger & Assocs., LLC*, 817 F.3d 72 (2d Cir. 2016) (a collection notice violated 15 U.S.C. § 1692e by stating the “current balance” without providing notice that the amount is increasing due to accruing interest or other charges.); *Boucher v. Fin. Sys. of Green Bay*, No. 17-2308, 2018 U.S. App. LEXIS 1094 **12-

14 (7th Cir. Jan. 17, 2018) (*Miller*, including its “accuracy requirement,” applies to claims brought under 15 U.S.C. § 1692e).

24. A court in this district recently held in a virtually identical scenario that when a debt collector is, in fact, collecting interest, the collector must use the *Miller* safe harbor or equivalent language, or risk misleading and confusing the unsophisticated consumer. *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 210895 at *17-20 (E.D. Wis. Dec. 22, 2017) (“State Collection’s letter undeniably does not contain any form of Miller’s safe harbor language. Because State Collection’s letter failed to inform the Spuhlers that interest was running on the amount owed, I find there is a triable issue of fact as to whether the collection letter is confusing or unclear on its face.”); *see also Synder v. Gordon*, 2012 U.S. Dist. LEXIS 120659, at *8-9 (W.D. Wash. Aug. 24, 2012); *Michaelek v. ARS Nat’l Sys., Inc.*, 2011 U.S. Dist. LEXIS 142976, at *4 (M.D. Penn. Dec. 13, 2011); *Dragon v. I.C. Sys.*, 483 F. Supp. 2d 198, 202-03 (D. Conn. 2007); *Lukawski v. Client Servs., Inc.*, 2013 U.S. Dist. LEXIS 124075, at *10-14 (M.D. Penn. Aug. 29, 2013).

25. Dobberstein’s failure to include explanatory safe harbor language in Exhibits A is material because the unsophisticated consumer may pay the amount listed on Exhibit A, but the payment would not actually resolve the debt. The unsophisticated consumer would have no way of knowing if the debt was resolved because Exhibits A do not explain that the debt Dobberstein is collecting is subject to the accrual of interest.

26. Dobberstein’s failure to include explanatory safe harbor language in Exhibit A is also material because whether the account is bearing interest would undoubtedly be a factor in the unsophisticated consumer’s prioritization of the debt. *See Martin v. Trott Law, P.C.*, 265 F. Supp. 3d 731, 748 (E.D. Mich. July 12, 2017) (“An inherent danger posed by harassing or

deceptive collection practices is that consumers will be pressed into making uninformed decisions about debt prioritization, which affects their daily lives.”) (quoting *Gillie v. Law Office of Eric A. Jones, LLC*, 785 F.3d 1091, 1097 (6th Cir. 2015), *rev’d on other grounds*, *Sheriff v. Gillie*, 136 S. Ct. 1594 (2016)); *Lox v. CDA, Ltd.*, 689 F.3d 818, 827 (7th Cir. 2012) (“Whether or not this fact would have led Lox to alter his course of action, it would have undoubtedly been a factor in his decision-making process[.]”). The consumer may prioritize debts that are accruing interest over debts that are not.

27. Further, even assuming the creditor previously disclosed that the account would bear interest, the unsophisticated consumer is not expected to reference the creditor’s documents to ameliorate any potential confusion. *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562, 566 (7th Cir. 2004) (“an unsophisticated consumer may have lost the bill and forgotten the amount of the debt completely”); *Lukawski*, 2013 U.S. Dist. LEXIS 124075, at *10, 11 (rejecting an argument that interest had been disclosed in a letter sent six weeks prior to the offending communication) (“the letter in question is deceptive in spite of the prior letter with the interest disclosure. . . . These arguments, requesting that the letters be read together to place notice on Michalek of increasing balances, were made and rejected by the Court.”) (citing *Michalek*, 2011 U.S. Dist. LEXIS 142976, at *18-19).

28. Plaintiff was confused and misled by Exhibit A.

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

The FDCPA

30. 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, *12, 2018 WL 1513043 (E.D. Wis. March 27, 2018); *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.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of

individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

31. 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”).

32. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

33. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

34. 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.”

35. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

36. 15 U.S.C. § 1692g states, in part:

a) Notice of debt; contents

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

(1) the amount of the debt;

37. The Seventh Circuit has held that initial collection letters must clearly state the amount of the debt. *Miller*, 214 F.3d at 876; *Chuway*, 362 F.3d at 949.

38. Failure to disclose that the account was accruing interest is ambiguous as to the amount and character of the debt. *See Spuhler*, 2017 U.S. Dist. LEXIS 210895, at *19-20 (triable issue of fact as to whether the collection letter is misleading under 15 U.S.C. §§ 1692e and 1692f).

39. Because there is a triable issue as to whether failure to disclose that the account was accruing interest is misleading as to the amount of the debt, it is necessarily confusing and ambiguous, and therefore violates 15 U.S.C. § 1692g(a)(1) as a matter of law. *See Pantoja v. Portfolio Recovery Assocs., LLC*, 852 F.3d 679, 687 (7th Cir. 2017) (“When assessing whether a dunning letter violates the FDCPA, whether an unsophisticated consumer would find certain

debt-collection language misleading is often a question of fact. . . . Where the FDCPA requires clarity, however, ambiguity itself can prove a violation.”).

The WCA

40. 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).

41. 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).

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

43. “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.

44. 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.

45. 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).

46. 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).

47. 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.*

48. 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.”

49. 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.”

50. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, has found that “conduct which violates the Federal Fair

Debt Collection Practices Act" can reasonably be expected to threaten or harass the customer. See Wis. Admin. Code DFI-Bkg 74.16(9) ("Oppressive and deceptive practices prohibited.").

COUNT I – FDCPA

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

52. The "Account Balance" stated in Exhibit A is confusing and misleading.

53. The amount of the debt varies day to day, and has increased over time, due to the addition of interest, but no *Miller* safe harbor language is provided to inform the unsophisticated consumer of that fact or how to pay the correct amount.

54. The unsophisticated consumer would be confused and misled as to the amount and character of the debt.

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

COUNT II – WCA

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

57. Defendant is licensed as a Collection Agency pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

58. The balance of the alleged debt stated in Exhibit A is confusing and misleading.

59. The amount of the debt is subject to interest, but no *Miller* safe harbor language is provided to inform the unsophisticated consumer of that fact or how to pay the correct amount.

60. The unsophisticated consumer would be confused and misled as to the amount and character of the debt.

61. Defendant violated the FDCPA.

62. Defendant violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

CLASS ALLEGATIONS

63. Plaintiff brings this action on behalf of a Class consisting of:

(a) all natural persons in the State of Wisconsin (b) who were sent a collection letter by Defendant in the form of Exhibit A to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) on behalf of Mariner Finance, LLC, (e) mailed between June 1, 2017 and June 1, 2018, inclusive, (f) and neither letter was not returned by the postal service.

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

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

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

67. 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.

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

JURY DEMAND

69. 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) injunctive relief;
- (d) attorneys' fees, litigation expenses and costs of suit; and
- (e) such other or further relief as the Court deems proper.

Dated: June 1, 2018

ADEMI & O'REILLY, LLP

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

EXHIBIT A

PO Box 470
Brookfield WI 53008-0470
RETURN SERVICE REQUESTED

DOBBERSTEIN LAW FIRM, LLC

PO Box 470 ♦ Brookfield, WI 53008-0470

Telephone: (262) 641-3715

January 26, 2018

633216432



Susan Johnson
6324 S 35th St Unit 4
Franklin WI 53132-9405

DOBBERSTEIN LAW FIRM, LLC

PO Box 470

Brookfield WI 53008-0470



Account # [REDACTED] 1549

Balance: \$3762.71

Past Due Balance

Detach Upper Portion And Return With Payment

<u>Last Activity</u>	<u>Account Number</u>	<u>Creditor</u>	<u>Balance</u>
08/15/2017	[REDACTED] 4549	MARINER FINANCE, LLC-GREENDA	\$3762.71
		TOTAL DUE:	\$3762.71

Dear Susan Johnson:

This account has been listed with our office for collection.

This communication is from a debt collector. This is an attempt to collect a debt 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 after 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 current creditor.

Sincerely,

Dobberstein Law Firm, LLC.

1RDCOLL02VFIRST

Exhibit B

NOTE, SECURITY AGREEMENT & ARBITRATION AGREEMENT (Wisconsin)

Name & Mailing Address of Borrower(s) SUSANA JOHNSON	Co-Borrower(s)	Due Date 15	Account No. 04-14
6324 S 35TH ST FRANKLIN, WI 53132	CO-BORROWER ADDRESS IF NOT THE SAME	Loan Date 5/11/2017	Loan Type 10

The borrower(s) who sign this Note, Security Agreement & Arbitration Agreement (note) are called you. The lender/creditor, **Mariner Finance, LLC** whose address is **5465 SOUTH 76TH ST, GREENDALE, WI 53129**, is called we. Each borrower is responsible for individually repaying the loan in full. These disclosures are required by law and are part of this note:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
35.99 %	\$ 2,121.77	\$ 3,248.97	\$ 5,370.74

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 161.69	06/15/2017 First Payment Date
35	\$ 148.83	Other payments are due on the same date each following month until paid in full.

Security: You are giving a security interest in: ☐ the goods or property being purchased. ☒ **PP** ("PP" means certain household items)

Late Payment: If a payment remains past due for more than 10 days after the due date, you will pay a late charge equal to the lesser of \$10 or 5% of the unpaid amount of the installment.

Prepayment: If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charge.

See the rest of this note for additional information about nonpayment, default, and any required repayment in full before the scheduled date. *e means an estimate*

Itemization of Amount Financed

- | | |
|---|--|
| 1. \$ <u>2,609.13</u> Net Balance-Prior Account | 13. \$ <u>3,248.97</u> Amount Financed (Sum of 3--12) |
| 2. \$ <u>72.17</u> Plus Accrued Interest | 14. \$ <u>28.38</u> Prepaid Finance Charge (Origination Fee) |
| 3. \$ <u>2,681.30</u> Unpaid Balance-Prior Account | |
| 4. \$ <u>67.67</u> To Insurance Company for Life Ins.* | |
| 5. \$ <u>NONE</u> To Insurance Company for Dis. Ins.* | |
| 6. \$ <u>NONE</u> To Insurance Company for Property Ins.* | |
| 7. \$ <u>NONE</u> To Insurance Company for Non-Filing Ins.* | |
| 8. \$ <u>NONE</u> To Insurance Company for Invol. Unemp.* | |
| 9. \$ <u>NONE</u> To Insurance Company for Single Interest Auto Ins.* | |
| 10. \$ <u>NONE</u> To Insurance Company for GAP Contract* | |
| 11. \$ <u>NONE</u> To Public Officials for Recording Fees | |
| 12. \$ <u>500.00</u> Cash to Borrower (s) | |

At your direction and request, on your behalf and for your benefit, we will disburse the following (including any items described on Schedule B):

- | |
|--|
| a) \$ <u>500.00</u> To <u>SUSANA JOHNSON</u> |
| b) \$ <u>NONE</u> To <u>N/A</u> |
| c) \$ <u>NONE</u> To <u>N/A</u> |
| d) \$ <u>NONE</u> To <u>N/A</u> |
| e) \$ <u>NONE</u> To <u>N/A</u> |
| f) \$ <u>NONE</u> To <u>N/A</u> |
| g) \$ <u>NONE</u> To <u>N/A</u> |

*We or our affiliates may receive benefits from your purchase of these items.

You promise to pay us the Amount Financed plus the Prepaid Finance Charge (the *Principal Amount*) with simple interest of 35.31 % per year (the *Interest Rate*), on the unpaid Principal Amount, in monthly payments as scheduled above. Interest is computed on a 360-day basis. All payments we receive will be applied first to any late, bad check, or deferral charges, interest, and then to the unpaid Principal Amount until it is paid in full, or otherwise as required by applicable law. You will pay interest on the unpaid amount due under this note after maturity (whether originally scheduled or accelerated) at the Interest Rate until paid in full, and after judgment as permitted by applicable law. If you prepay this loan in full, we will refund any unearned insurance premiums, except that refunds of less than \$1 will not be made. Partial prepayments will be applied against the unpaid balance and you must still make each scheduled monthly payment until the entire balance is paid, unless you instruct us otherwise at the time of prepayment.

You agree to pay the charges permitted by applicable law. You agree to pay an Origination Fee equal to 5.00 % of the Amount Financed. This fee is earned when the loan is made and will not be refunded if the loan is prepaid. For any late payments, we charge only one late charge on any payment or part of a payment. You also agree to pay us a bad check fee equal to \$15.00, if you make any payment with a check that is dishonored because of insufficient funds, or if you do not maintain an account at the issuing bank or have insufficient credit with the issuing bank. In addition, as of any regular due date, with our consent, you may defer an unpaid payment, and extend the maturity date of this note by a corresponding period.

Credit life, credit disability and involuntary unemployment insurance are not required to get credit, and won't be provided unless you sign and agree to pay the additional cost. You may purchase 1 or more of these coverages at your option.

Credit Life	<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint Coverage	\$ <u>67.67</u>	I want credit life insurance.	Signature _____
			I also want joint credit life insurance.	Signature _____
Credit Disability	<input type="checkbox"/> Single <input type="checkbox"/> Joint Coverage	\$ <u>NONE</u>	I want credit disability insurance.	Signature _____
			I also want joint credit disability insurance.	Signature _____
Involuntary Unemployment		\$ <u>NONE</u>	I want involuntary unemployment insurance.	Signature _____

Property Insurance. You may buy property insurance from anyone you want or you may furnish property insurance through existing policies owned or controlled by you at any point during the term of your loan. If you get single interest auto property insurance through us for a term of N/A months, you will pay \$ NONE. If you get dual interest property insurance through us for a term of N/A months, you will pay \$ N/A.

I want ☐ single interest auto ☐ dual interest property insurance through you.
Signature _____ ("NONE" means you are not getting property insurance through us.)

The purchase of a GAP (Debt Cancellation) Contract is not required to get credit and won't be provided unless you sign and agree to pay the additional cost. If you get a GAP Contract from us for a term of N/A months you will pay \$ NONE. I want to buy a GAP Contract from you. Signature _____

You grant us a security interest in the following property, all parts, accessories, and equipment now or later added to the property, and all proceeds (collectively, the *Property*). We give up any right we have (now or later) to consider collateral you give us for another obligation as collateral for this note unless it is described in this note.

☐ Motor Vehicle(s) described as follows:

NEW OR USED	YEAR AND MAKE	NO. CYL.	SERIES NAME (Also No. if applicable)	BODY, TYPE & MODEL NO. (If truck, tons capacity)	IDENTIFICATION NO. (Serial or Motor No.)

☒ Personal Property. See attached Schedule A, which is part of this note, for more detail.

You promise that: you are the owner of the Property and, if there is a certificate of title to the Property, you will promptly deliver the certificate to us; you will not sell, lease or otherwise dispose of the Property without our prior written consent; you will keep the Property in this state, unless the Property is a motor vehicle, in which case you only will use it outside this state in the course of your normal use of the Property; you will not use the Property in violation of any law or in any manner inconsistent with any insurance policy; you will pay all taxes, assessments and other fees payable on the Property when they are due and payable; only we have a security interest in the Property unless you have told us in writing about another security interest; you will not permit any other security interest to be on the Property without our prior written consent; and you will keep the Property in good condition and repair and you will not permit anything to be done to the Property that would impair its value. We may inspect the Property at any reasonable time. You will show us the Property or give us a written statement showing the location of the Property whenever we ask. You authorize us to file all financing statements, continuation statements and security interest filing statements with respect to the Property and you agree to sign such statements at our request.

sign(s) this note solely for the purpose of granting us a security interest in the Property and is not obligated for the payment of any monies.

You received a completely filled in copy of this note before you signed it. **The reverse side of this note and Schedules A and B (if any) are specifically incorporated in this note by reference.** This note (on the front and reverse) and Schedules A and B (if any) are intended to constitute your entire agreement with us. **The reverse contains an arbitration agreement that is part of this note.** By signing below, you agree to all of the terms of this note and the arbitration agreement and you authorize us to order credit reports on you from time to time. You ask us to make the payments listed above and on Schedule B (if any).

NOTICE TO CONSUMER: (A) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU MAY HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

(WITNESS) _____

(BORROWER) (SEAL)

(WITNESS) _____

(BORROWER) (SEAL)

(WITNESS) _____

(BORROWER) (SEAL)

(Rev. 7/2016)

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ADDITIONAL TERMS AND CONDITIONS

1. You will keep the Property insured for its full value against loss or damage. If the Property is a motor vehicle, you agree to buy and maintain primary physical damage automobile insurance consisting of comprehensive and collision coverage, covering loss or damage to the Property. Your physical damage insurance policy must insure the Property for its full replacement value with a deductible amount of no more than \$500. Your insurance policies must say that the insurance is payable to us to the extent of what you owe us and you must give us a loss payable clause satisfactory to us. You assign any returned or unearned insurance premiums due upon cancellation of any insurance policy to us. You direct the insurance companies to pay us all insurance proceeds and returned or unearned premiums. To the extent permitted by applicable law, if you fail to maintain required insurance, we may purchase insurance at your expense to protect our interests in the Property. This insurance may not protect your interests and may not pay any claim that you make or any claim that is made against you in connection with the Property. We may add the cost of such insurance to the amounts you owe under this note. **THE INSURANCE THAT WE PURCHASE WILL BE MUCH MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE THAT YOU COULD BUY.**

2. You will be in default if: (i) you have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due date, or you fail to pay the first payment or last payment within 40 days of its scheduled or deferred due date, (ii) you fail to observe or perform any other covenants or duties contained in this note if the failure materially impairs the condition, value, or protection of our rights in any Property securing this note, or materially impairs your ability to pay any of the obligation when due. When you are in default (after expiration of any applicable cure period), we may require you to pay the entire balance of this loan, less a refund or credit of the unearned interest computed in the same way as if you had made payment in full in advance, in addition to any other remedies we have. When you are in default, we have the rights and remedies of a secured party under Wisconsin law, including the right to repossess the Property. If the law requires us to give you notice of sale or disposition of the Property, 10 days prior notice will be reasonable notice, unless a longer notice period is required by law. The notice may be sent to your address last shown on our records. We may require you to assemble and make the Property available to us at any place convenient to both of us. If any of your possessions are in or attached to the Property at the time it is repossessed, you authorize us to take them without any liability. We will store them for you safely. We will tell you where they are stored and you may redeem them. If you do not claim your possessions within 30 days after the Property is repossessed, we may dispose of them in any manner we deem appropriate without notice to you, unless required otherwise by applicable law. You agree to pay any deficiency after the sale of the Property, to the extent allowed by applicable law.

3. We can waive or delay enforcing any of our rights without losing them. We can waive or delay enforcing a right against one of you without losing it as to the other. We can release one of you without releasing the other. You consent to extensions of time without notice.

4. Wisconsin law and federal law govern this note. If any part of this note is unenforceable, this will not make any other part unenforceable, to the extent not prohibited by the Wisconsin Consumer Act (subject to the paragraph below titled **No Class Actions**, etc.). You won't be required to pay interest or charges in excess of those permitted by law.

NOTICE OF ARBITRATION AGREEMENT. This agreement provides that most disputes between you and us, at the option of either of us, will be resolved by **BINDING ARBITRATION**. There are some exceptions. You thus **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this note (EXCEPT for matters that may be taken to **SMALL CLAIMS COURT** and certain other matters). In arbitration, your rights are determined by a **NEUTRAL ARBITRATOR** and NOT a judge or jury. You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN COURT RULES**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. FOR MORE DETAILS review the following arbitration agreement.

Arbitration agreement. This arbitration agreement is part of your note. When you sign the note, you agree to this arbitration agreement and we agree to it when we disburse the loan. Arbitration resolves disputes between parties without a lawsuit in court. BY SIGNING THIS NOTE, BOTH YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

Covered Claims. Except for Excluded Claims (discussed below), *at the election of either you or us, you and we agree to arbitrate all disputes and claims between us on an individual basis.* "You" and "we" include our respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns. This agreement to arbitrate is intended to be broad, and includes, but is not limited to, any claim, dispute, or controversy (whether based upon contract, tort, intentional or otherwise, constitution, statute, common law, or equity and whether pre-existing, present or future), including initial claims, counterclaims, cross-claims and third party claims, arising from or relating to: this note; the loan evidenced by this note; any insurance, contract, or warranty purchased in connection with this note; whether the claim or dispute must be arbitrated; the validity and enforceability of this arbitration agreement and the note; the closing, servicing, collection, or enforcement of the note; or the relationships that result from this note (*Claim*). All Claims shall be resolved, at either your election or our election, by binding arbitration under this arbitration agreement and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (*AAA*); provided that if the AAA is unavailable or unwilling to serve as administrator of any arbitration, a substitute administrator shall be selected by either (a) mutual agreement of the parties, or (b) if you and we cannot agree, by a court at the request of either party. You and we retain the right to seek relief in small claims court so long as the Claim is pending only in that court, the Claim is within the scope of the court's jurisdiction and the relief is sought on an individual basis. This arbitration agreement does not stop you from bringing Claims to the attention of federal, state or local regulators.

Excluded Claims. Some claims are excluded from the arbitration process so that you may not elect arbitration. These claims are called *Excluded Claims* and are described in this section. We may exercise lawful self-help remedies (such as repossession of collateral) and we may proceed in court for garnishment, repossession, replevin and foreclosure remedies. In any court proceeding, you may assert any defenses you have to the Excluded Claims, but any claim or counterclaim, cross-claim, or third-party claim, or claim you have for rescission or damages, must be arbitrated. If we exercise self-help or judicial remedies as described in this section, we do not waive our arbitration rights for other claims.

No Class Actions, etc. *You and we agree that the arbitrator only may resolve the claims, disputes, and controversies between you and us. You and we specifically agree that arbitration is not available and shall not be conducted on a class-wide basis and the arbitrator may not consolidate more than one person's claims or preside over any form of representative or class proceeding. You agree not to participate in a representative capacity as a member of any class of claimants pertaining to any Claim. If any question is raised relating to whether class actions or consolidated actions are appropriate, the arbitrator is not authorized to decide that question and that question must be resolved by a court.* If this paragraph cannot be enforced, then this entire arbitration agreement shall be null and void.

Time to Resolve Claims. Before you start an arbitration, we encourage you to write to us at our address at the top of this note and give us a reasonable opportunity to resolve your Claim. If you do, your letter should tell us your name and account number, describe your Claim, including the dollar amount of your Claim, and describe any other information you need from us.

Arbitration Procedure. The party starting the arbitration will file a claim with the AAA (or any substitute arbitration administrator). The arbitrator must be a lawyer with more than 10 years' experience or a retired or former judge. You may obtain the rules and forms of the AAA by writing, calling or e-mailing as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017, 800-778-7879, www.adr.org. If a substitute arbitration administrator is appointed we will ensure that you have contact information for such substitute administrator so that you may obtain any applicable rules and forms.

Location. The arbitration will take place in the county where you live. If you and we agree, the arbitration can take place in another location or it can be conducted by telephone.

Costs. After we receive notice at our address at the top of this note that you have started arbitration, we will reimburse you promptly for the filing fee you paid. If you are not able to pay the filing fee, we will pay it after we receive your written request at our address at the top of this note. We will pay the remaining costs of arbitration and the arbitrator's fees. You and we will pay our respective attorney's fees and witness and experts' expenses, except as otherwise provided by law or this arbitration agreement. If a law gives you the right to recover any of these fees from us, these rights apply in the arbitration. If the arbitrator issues an award in our favor, you don't need to reimburse us for any fees we paid to the arbitration administrator or for which we are responsible.

Conduct of Arbitration. The arbitrator is bound by the Federal Rules of Evidence, but federal and state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision, and award must be in writing and must be based upon and consistent with the law of the jurisdiction that applies to the note. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, and any other privileges. You and we agree that any award shall be kept confidential.

Appeals. The arbitrator's decision is final (except for the right to appeal described in this arbitration agreement), binding, and enforceable in any court having jurisdiction over the parties and the Claim. Either party may appeal any award of more than \$100,000 at its own cost, except as provided by law, to a 3-arbitrator panel appointed by the AAA (or any substitute arbitration administrator). The panel will reconsider any part of the award that either you or we assert was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except that the arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this arbitration agreement and applicable law.

Limitations. The arbitrator may award punitive damages only if a court of competent jurisdiction could award punitive damages in similar circumstances. The arbitrator must follow all applicable state and federal laws regarding the amount of punitive damages, and must state the exact amount of the punitive damages award. The arbitrator must also review any punitive damages after making the award and allow you and us the same procedural rights and use the same standards and guidelines that would apply in a lawsuit in the state where the arbitration occurs. The arbitrator may award injunctive relief that would benefit either you or us in connection with resolving a Claim, but the arbitrator may not award injunctive relief for the benefit of other persons. The arbitrator may enforce any of your rights and impose any remedies available to you under any consumer protection laws or regulations.

Other Agreements. You and we agree that: this arbitration agreement does not affect any statute of limitations or claims of privilege recognized at law; the credit and insurance transactions between you and us are transactions involving interstate commerce, using funds and other resources from outside the state; the Federal Arbitration Act applies to and governs this arbitration agreement and state arbitration laws and procedures shall not apply to this arbitration agreement; this arbitration agreement supersedes any prior arbitration agreement that may exist between you and us and can only be modified in writing signed by you and us; this arbitration agreement applies even if your loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy. If any portion of this arbitration agreement (other than the paragraph titled **No Class Actions**, etc.) cannot be enforced, the rest of this arbitration agreement will continue to apply. If the paragraph titled **No Class Actions**, etc. cannot be enforced, then the entire arbitration agreement shall be null and void.

Rejection of Arbitration Agreement. You may reject this arbitration agreement by sending us a rejection notice that we receive at our address at the top of this note (and no other location) within 60 days after the date of this note. You must sign any rejection notice and you must include your name, address, telephone number and note number. This is the only method you can use to reject this arbitration agreement.

☐ The following notice applies if this box is checked: **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

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**

SUSAN JOHNSON

(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**

DOBBERSTEIN LAW FIRM, LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTIONCite 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

SIGNATURE OF ATTORNEY OF RECORD

June 1, 2018

/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

SUSAN JOHNSON

Plaintiff(s)

v.

DOBBERSTEIN LAW FIRM, LLC

Defendant(s)

Civil Action No. 18-cv-839

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* DOBBERSTEIN LAW FIRM, LLC
225 South Executive Drive, Suite 201
Brookfield, WI 53005

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:

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-839

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:18-cv-00000-11 Filed 06/01/18 Page 2 of 2 Document 1-1

Reset

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 Dobberstein Law Firm Failed to Clearly State Woman's Debt Amount](#)
