

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

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Megan G. Kitchner, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

Charles Fiergola, Esq., Joseph R. Johnson,  
Esq., Lucas P. Bennewitz, Esq., Tyler M.  
Helsel, Esq., and John Does, Esqs.,

Defendants.

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**Court File No.: 2:18-cv-133**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**I.**

**INTRODUCTION**

1. Plaintiff, Megan G. Kitchner (hereinafter “Plaintiff Kitchner”) brings this action for damages, declaratory and injunctive relief in response to Charles Fiergola’s (hereinafter “Defendant Fiergola”), Joseph R. Johnson’s (hereinafter “Defendant Johnson”), Lucas P. Bennewitz’s (hereinafter “Defendant Bennewitz”), Tyler M. Helsel’s (hereinafter “Defendant Helsel”), and Defendant John Does’ (hereinafter “Defendant Does”) (collectively referred to as “Defendants”) violations of the rights afforded under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq. and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq.

2. Defendants knowingly and unnecessarily publicly filed Plaintiff's and many other similarly situated consumers' highly confidential and statutorily protected consumer reports<sup>1</sup> as part of state court collection actions commenced in various Wisconsin courts statewide. Plaintiff seeks relief under the FCRA as such "use" of Plaintiffs' consumer reports is not a permitted purpose, nor do the credit scores in any way "evidence" the writing of the underlying credit transactions. Defendants' egregious practices run afoul of exactly the individual privacy rights Congress intended to prevent with its enactment of both the FCRA and FDCPA. The FCRA was passed to keep consumer credit reports strictly private and protected from unlawful disclosure to unauthorized parties. Defendants violated these privacy provisions and should now be held accountable.
3. Courts in the Seventh Circuit acknowledge that the purpose of the FDCPA as a whole is to "eliminate abusive debt collection practices by debt collectors," 15 U.S.C. §1692(a), and, as such, debt collectors are liable for failure to comply with "any provision" of the Act. 15 U.S.C. § 1692k(a). Courts in various other federal districts have acknowledged that the FDCPA is a broad remedial statute that imposes strict liability on debt collectors and its terms are to be applied in a liberal manner.

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<sup>1</sup> As will be elaborated on below, a "credit score" is a "consumer report." *See*, 15 U.S.C § 1681a(d)(1)(A) and 15 U.S.C § 1681g(f)(2)(A). Consumer reports are statutorily protected by the FCRA from wrongful disclosure to third parties. For purposes of this Complaint, Plaintiffs will use the terms "credit report," "consumer report" and "credit score" interchangeably. They all maintain the same level of protection.

## **II.**

### **JURISDICTION**

4. Jurisdiction of this Court arises under 28 U.S.C. § 1331 (Federal Question), 28 U.S.C. § 1337 (Commerce), 15 U.S.C. § 1692k and 15 U.S.C. § 1681(p) (FCRA).
5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff Kitchner's claims arose in this District and at all times herein relevant, Defendants were employed when engaging in the conduct alleged herein, and have had a principal place of business in this District.

## **III.**

### **PARTIES**

6. Plaintiff Kitchner resides in Dunn County, Wisconsin. Plaintiff Kitchner is a "person" as defined by 15 U.S.C. § 1681a(b), a "consumer" as that term is defined by 15 U.S.C. § 1692a(3), and is protected by, and entitled to enforce, the remedies of the FCRA and the FDCPA.
7. Defendant Fiergola is lawyer licensed to practice law in the State of Wisconsin at 735 N. Water Street, #1300, Milwaukee, Wisconsin 53202. At all times herein relevant, Defendant Fiergola regularly attempted to collect consumer debts alleged to be due another. Defendant Fiergola is, therefore, a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Fiergola is also a "person"

as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.

8. Defendant Johnson is lawyer licensed to practice law in the State of Wisconsin at 735 N. Water Street, #1300, Milwaukee, Wisconsin 53202. At all times herein relevant, Defendant Johnson regularly attempts to collect consumer debts alleged to be due another. Defendant Johnson is, therefore, a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Johnson is also a “person” as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.
9. Defendant Bennewitz is lawyer licensed to practice law in the State of Wisconsin at 735 N. Water Street, #1300, Milwaukee, Wisconsin 53202. At all times herein relevant, Defendant Bennewitz regularly attempted to collect consumer debts alleged to be due another. Defendant Bennewitz is, therefore, a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Bennewitz is also a “person” as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.
10. Defendant Helsel is lawyer licensed to practice law in the State of Wisconsin at 735 N. Water Street, #1300, Milwaukee, Wisconsin 53202. At all times herein relevant, Defendant Helsel regularly attempts to collect consumer debts alleged to be due another. Defendant Helsel is, therefore, a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Helsel is also a “person” as

defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.

11. Defendant Does are, or were, likewise, lawyers licensed to practice law in the State of Wisconsin at 735 N. Water Street, #1300, Milwaukee, Wisconsin 53202. At all times herein relevant, Defendant Does regularly attempted to collect consumer debts alleged to be due another. Defendant Does are, therefore, “debt collectors” as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Does are also “persons” as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and are thus subject to the requirements of the FCRA.

#### **IV.**

#### **BACKGROUND INFORMATION**

12. As a result of Defendants’ conduct, Plaintiff Kitchner and the putative class have suffered an injury in fact, that injury is traceable to Defendants’ conduct, and the harm is likely to be redressed by a favorable judicial decision.
13. As shown in the paragraphs that follow, the Plaintiff Kitchner and the putative class have suffered “an invasion of a legally protected interest” which is their privacy of personal and financial information occasioned by the conduct of the Defendants.
14. The paragraphs below show that the legally protected interest is concrete and particularized and “actual or imminent” and has affected the Plaintiff and the putative class in a personal and individual way.

15. The United States Supreme Court has held in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 2016 WL 2842447 (May 16, 2016), that for standing purposes, concrete injuries include intangible harms.

16. The Court in *Spokeo* further noted that:

*“Because the doctrine of standing derives from the case or controversy requirement, and because that requirement in turn is grounded in historical practice, it is instructive to consider whether an alleged intangible harm has a close relationship to a harm that has traditionally been regarded as providing a basis for a lawsuit in English or American Courts.”*

*And,*

*“...that Congress may elevate to the status of legally cognizable injuries concrete, de facto injuries that were previously inadequate in law.”*

*Id* at 1549 (Emphasis Added).

17. Invasion of privacy is an example in the Restatement (Second) of Torts 652A (1977) of “harm that has traditionally been regarded as providing a basis for a lawsuit in English or American courts.”

18. The lead Senate sponsor, William Proxmire<sup>2</sup> stated that:

*The aim of the Fair Credit Reporting Act is to see that the credit reporting system serves the consumer as well as the industry. ...the consumer has a right to see that the information is kept confidential and it is used for the purposed for which it is collected; and he has the right to be free from unwarranted invasions of his personal privacy...*

(Emphasis Added).

19. One of the primary protections of the FCRA is the requirement that “users”, such as Defendants, have a permissible purpose when they use a consumer report as

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<sup>2</sup> 115 Cong. Rec. 2413 (1969).

demonstrated in 15. U.S.C. §§ 1681b(a) & 1681b(f).

**V.**

**FACTUAL ALLEGATIONS**

20. As a consumer, Plaintiff Kitchner, and others similarly situated, sought credit by the use of credit cards for personal financial needs from various consumer credit card issuers.
21. Plaintiff Kitchner had a Discover credit card ending in 2734, which constitutes a debt as that term is defined at 15 U.S.C. § 1692a(5).
22. Plaintiff Kitchner was unable to repay the balance on her Discover credit card account.
23. Defendants, through one attorney, Defendant Fiergola, filed a state court collection complaint in the Circuit Court of Dunn County on or about March 9, 2017, bearing the court file number 2017-SC-000134.
24. The complaint sought to recover a money judgment in the amount of \$5,938.00 against Plaintiff Kitchner for the unpaid balance on the credit card, plus costs and disbursements and interest.
25. Defendant Fiergola attached a copy of a monthly billing statement at paragraph 15 of the state court collection action relating to Plaintiff Kitchner's credit card debt.
26. Specifically, one document Defendants attached to the state court collection complaint was Plaintiff Kitchner's credit score information. (*See attached Exhibit I*).

27. Plaintiff Kitchner's credit score, published by Defendants, constitutes part of her private personal credit history as shown in her "consumer report" as that term is defined by 15 U.S.C. § 1681a(d)(1).
28. This illegal use by publication of Plaintiff Kitchner's credit score violated the requirements of 15 U.S.C. §1681b(f) as none of the Defendants had a permissible purpose for using by publishing such protected personal private information in this manner.
29. Defendants had no permissible purpose for "using" Plaintiff Kitchner's consumer report in its public filings, and, therefore, have violated the provisions of 15 U.S.C. §§ 1681b and 1681b(f).
30. Defendants, by filing the state court collection action, were attempting to collect the non-party Discover's credit card debt.
31. Defendants' filing of Plaintiff Kitchner's personal consumer report / credit score violated 15 U.S.C. §§ 1692d, 1692e(10) and 1692f.
32. Upon information and belief, Defendants Fiergola, Bennewitz, Helsel and Does are, or were, associates or junior attorneys at, or employed by, Kohn Law Firm S.C.
33. Defendant Johnson has signed and caused complaints to be filed in Wisconsin State court actions, attaching unredacted copies of the respective state court defendant's statement publishing the consumer's consumer report. One such example is the complaint in the Circuit Court of Chippewa County on or about



January 27, 2017, bearing the court file number 2017-SC-000101.

34. Defendant Bennewitz has signed and caused complaints to be filed in Wisconsin State court actions, attaching unredacted copies of the respective state court defendant's statement publishing the consumer's consumer report. One such example is the complaint in the Circuit Court of Eau Claire County on or about December 8, 2016, bearing the court file number 2016-SC-001873.
35. Defendant Helsel has signed and caused Complaints to be filed in Wisconsin State court actions, attaching unredacted copies of the respective state court defendant's statement publishing the consumer's consumer report. One such example is the complaint in the Circuit Court of Chippewa County on or about May 8, 2017, bearing the court file number 2017-SC-000774.
36. According to [www.kohnlaw.com/Our-Attorneys.aspx](http://www.kohnlaw.com/Our-Attorneys.aspx) retrieved on January 3, 2018, Defendant Johnson is "the firm's Supervising Attorney of Consumer Litigation" at Kohn Law Firm S.C.
37. Defendants Johnson and Does had, at all times material, a duty to adequately supervise the professional legal activities of associates or junior attorneys.
38. Defendants Johnson and Does, through acts or omissions, breached their duty by negligently and/or recklessly failing to adequately supervise associates or junior attorneys. by failing to take reasonable steps to protect the rights of consumers as described herein.
39. As a direct and proximate result of Defendants Johnson and Does' negligent

and/or reckless supervision, Plaintiff Kitchner suffered harm as described herein.

40. Defendant Johnson and Does knew, or should have known, that publishing a consumer report as an attachment to a public complaint filed in Wisconsin State was unlawful as this information had been redacted in filings predating the causes of action contained herein. One such example is the complaint in the Circuit Court of Chippewa County on or about May 27, 2016, bearing the court file number 2016-SC-000540.

## **VI.**

### **CLASS ALLEGATIONS**

41. Defendants unlawfully “used” the consumer report / credit score of Plaintiff Kitchner and others similarly situated when they published said reports in their filing of collection complaints in various state courts throughout the state of Wisconsin.
42. Upon information and belief, Defendants have on more than one hundred (100) occasions within the past two (2) years filed state court collection actions against similar account holders wherein it unlawfully “used” the consumer report/scores, in violation of 15 U.S.C. §§ 1681b(f).
43. Plaintiff Kitchner brings this action individually and as a class action.
44. Pursuant to Federal Rule of Civil Procedure 23(a-b), Plaintiff seeks to certify two (2) classes.
45. The first class Plaintiff seeks to certify is defined hereinafter as the “FCRA Class”:

*All consumers in the State of Wisconsin that have had their consumer report published in various judicial court actions within two year of the date of the filing of this Complaint by Defendants.*

46. The second class that Plaintiff seeks to certify is defined hereinafter as the “FDCPA Class (2)”:

*All consumers in the State of Wisconsin that have had their consumer report / credit score published in various judicial court actions by Defendants within one year of the date of the filing of this Complaint.*

### ***Rule 23(a) Requirements***

#### ***Numerosity***

47. Various nonparty credit card issuers are from many of the largest banks and retailers in the United States, offering a variety of credit services to consumers in Wisconsin.
48. Those various nonparty credit providers grant credit cards to consumers nationwide.
49. Some of those consumers may have, at one time or another, defaulted on their credit card obligations.
50. Some of the nonparty credit issuers, have used Defendant Fiergola and other Defendants and various Defendant Does, to file collection actions against such a large number of consumers such that joinder of all in this lawsuit would be impracticable.
51. Defendants’ conduct debt collection activities throughout the state of Wisconsin and have filed collection actions against consumers on behalf of nonparty credit issuers.
52. Therefore, the estimated number of class members for each class is in excess of 100 persons.

### *Commonality*

53. All members of the FCRA and FDCPA Classes (hereinafter “Classes”) had their rights violated in the same manner by the same illegal actions of Defendants.
54. Common evidence, in particular (1) a list of consumer debtors in Wisconsin who have had collection suits/actions filed against them by Defendants; and (2) collection files of Defendants concerning consumers in Wisconsin who have had collection suits filed against them specifically by Defendants, will drive resolution of the claims of the Classes.
55. Statutory relief under the FCRA and FDCPA is directed based upon the common conduct of Defendants, and not the subjective, individual experiences of members of the FCRA and FDCPA Classes.

### *Typicality*

56. Plaintiff Kitchner has the same claims to statutory relief as do all other members of the Classes.
57. Any defenses that Defendants may have to liability or quantum of statutory damages with respect to Plaintiff Kitchner’s claims would be generally applicable to all members of the two Classes.

### *Adequacy*

58. Plaintiff Kitchner brings this lawsuit after an extensive investigation of Defendants’ alleged misconduct.
59. Plaintiff Kitchner brings this lawsuit with the intention to stop Defendants’ unlawful practices and recovery statutory remedies for all consumers affected.

60. Plaintiff Kitchner will continue to vigorously pursue relief for the Classes.
61. Plaintiff Kitchner's counsel, the Consumer Justice Center, P.A and Lyons Law Firm P.A., have been certified as class counsel in numerous of class actions enforcing consumer rights laws in this District and/or other districts of the United States federal courts.
62. Plaintiff Kitchner's counsel are committed to expending the time, energy, and resources necessary to successfully prosecute this action on behalf of the Classes.

***Rule 23(b)(3)***

***Predominance/Superiority***

***Predominance***

63. Statutory relief under the FCRA and FDCPA follows from evidence that Defendants acted in a manner common to the entire class and not the subjective experience of any one complainant.
64. Common issues will predominate substantially over individual issues in the ultimate resolution of this action for the two classes.

***Superiority***

65. Plaintiff Kitchner and her counsel are not aware of any other pending actions against Defendants, although *Rizzo v Kohn Law Firm S.C.*, Case # 3:17-cv-00408-jdp, is related to Defendants' employer law firm's filings of consumers' credit scores in state court collection actions.

66. Members of the Classes have little interest in individual control over this action given the small amounts at stake compared to the cost, risk, delay, and uncertainty of recovery after prosecuting a lawsuit.
67. Upon information and belief, few members of the Classes are aware that Defendants' actions were unlawful.
68. The class notice mechanism provides an opportunity for uninformed members of the Classes to learn about their rights and obtain relief where they otherwise would not have.

## VII.

### CAUSES OF ACTION

#### COUNT I.

#### FAIR CREDIT REPORTING ACT - 15 U.S.C. § 1681 et seq.

#### AGAINST ALL DEFENDANTS

69. Plaintiff Kitchner incorporates by reference all the foregoing paragraphs.
70. Defendants willfully violated provisions of the Fair Credit Reporting Act, as outlined above.
71. Defendants' violations include, but are not limited to, 15 U.S.C. §§ 1681b and 1681b(f) and established Federal law.
72. As a result of the above and continuing violations of the FCRA, Defendants are liable to Plaintiff Kitchner in the sum of statutory damages, punitive damages, costs, disbursements, and reasonable attorneys' fees, along with any appropriate

injunctive relief.

**COUNT II.**

**FAIR DEBT COLLECTION PRACTICES ACT - 15 U.S.C. § 1692 et seq.**

**AGAINST ALL DEFENDANTS**

73. Plaintiff Kitchner incorporates by reference all the foregoing paragraphs.
74. Defendants' foregoing acts and omissions constitute violations of the FDCPA, as outlined above.

Defendants engaged in unlawful debt collection activity when filing the collection action against Plaintiff and the class by simultaneous filing of the Plaintiff Kitchner's consumer report / credit score, in violation of 15 U.S.C. §§ 1692d and 1692f. As a result of Defendants' violations of the FDCPA, Plaintiff Kitchner and the class are entitled to statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), and reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1692k(a)(3), from Defendants.

**VIII.**

**TRIAL BY JURY**

75. Plaintiff Kitchner is entitled to, and hereby demands a trial by jury. U.S. Const. amend. VII; Fed. R. Civ. P. 38.

**IX.**

**REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff Kitchner respectfully requests that a Judgment be

entered against Defendants awarding her the following relief:

- (a) certifying the action as a class;
- (b) ordering that Plaintiff Kitchner's counsel be named as class counsel;
- (c) awarding Plaintiff Kitchner and the FCRA Class appropriate statutory and punitive damages for violating the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*;
- (d) awarding Plaintiff Kitchner and the FCRA Class costs and reasonable attorney's fees and post judgment interest pursuant 15 U.S.C. §1681 *et seq.*;
- (e) an order enjoining the Defendants from further violations of the Fair Credit Reporting Act relative to the Defendants' inclusion of consumer reports / scores in all such pleadings filed in various state courts;
- (f) an Order instructing Defendants to move to seal all class members' Wisconsin state court collection files;
- (g) awarding Plaintiff Kitchner statutory damages against the Defendants for violations of the FDCPA pursuant to 15 U.S.C. § 1692k;
- (h) awarding the FDCPA Class members statutory damages against Defendants for violations of the FDCPA pursuant to 15 U.S.C. § 1692k;
- (i) awarding Plaintiff Kitchner and the FDCPA Class members reasonable attorney's fees and costs against Defendants;
- (j) any other appropriate declaratory and/or injunctive relief; and
- (k) such other and further relief as the court deems just and equitable.

Dated this 25th day of January, 2018.

Respectfully submitted,

By: s/Thomas J. Lyons Jr.

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***ATTORNEYS FOR PLAINTIFF  
KITCHNER AND THE CLASS***

# EXHIBIT 1

Discover Bank C/O Discover Products Inc vs.  
Megan G Kitchner

 Amended

### Summons and Complaint Small Claims

Case No. 2017SC000134  
Claim for money (\$10,000 or less) 31001

FILED  
03-09-2017  
Dunn Co. Circuit Court  
Dunn County, WI  
2017SC000134  
Honorable Rod W.  
Smeltzer  
Branch 2

**Plaintiff:**

Discover Bank C/O Discover Products Inc  
6500 New Albany Road  
New Albany OH 43054

**Defendant:**

Megan G Kitchner  
[REDACTED]  
Boyceville WI 54725-7500

If you require reasonable accommodations due to a disability to participate in the court process, please call 715-232-2611 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

## SUMMONS

**To the Defendant(s):**

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- You must appear at the time and place stated.  
 You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

### When to Appear/File an Answer

Date	Time
03-29-2017	09:30 am

### Place to Appear/File an Answer

Dunn County Clerk of Court  
615 Stokke Parkway, Suite 1500  
Menomonie WI 54751

Clerk/Attorney Signature

Electronically Signed by Clara Minor

Date Summons Issued

03-09-2017

Date Summons Mailed

03-10-2017

FILED  
03-09-2017

STATE OF WISCONSIN, CIRCUIT COURT, DUNN COUNTY

File#: 885189

For Official Use

Dunn Co. Circuit Court  
Dunn County, WI  
2017SC000134  
Honorable Rod W.  
Smeltzer  
Branch 2

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)  
DISCOVER BANK  
C/O DISCOVER PRODUCTS INC  
6500 NEW ALBANY ROAD  
NEW ALBANY OH 43054

See attached for additional plaintiffs.

-vs-

To: Defendant(s): (Name [first, middle, last], Address, City, State, Zip)

MEGAN G KITCHNER  
[REDACTED]  
BOYCEVILLE WI 54725-7500

See attached for additional defendants.

Summons and Complaint  
Small Claims

Case No. \_\_\_\_\_

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008
- Tort/Personal Injury (\$5,000 or less) 31010

If you require reasonable accommodations due to a disability to participate in the court process, please call 715/232-2611 #6 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

- You must appear at the time and place stated.  
AND/OR (Clerk will circle one)
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date March 29, 2017	Time 9:30 a.m.
Place to Appear/File an Answer	
DUNN COUNTY COURTHOUSE 615 STOKKE PARKWAY, STE 1500 MENOMONIE WI 54751-7902	
Date Summons Issued	Date Summons Mailed

Clerk/Attorney Signature

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: (Check as appropriate)

- Claim for Money \$5,938.58
- Return of Earnest Money
- Return of property (replevin) (Describe property in 2 below.)  
(Not to include Wis. Stats. 425.205 actions to recover collateral.)
- Tort/Personal injury
- Eviction
- Eviction due to foreclosure
- Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am:  plaintiff.  attorney for the plaintiff.

State of Wisconsin  
County of Milwaukee

Subscribed and sworn to before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Court Official

\_\_\_\_\_  
Name Printed or Typed

My commission/term expires: \_\_\_\_\_

Signature of Plaintiff or Attorney Electronically signed by: ▶ /s/ CHARLES FIERGOLA	Date <b>MAR 02 2017</b>	Attorney's State Bar Number 1099121
Plaintiff's/Attorney's Telephone Number 414/276-0435	Law Firm and Address Kohn Law Firm S.C. 735 N. Water St., Suite 1300 Milwaukee, WI 53202	

SC-500, 08/11 Summons and Complaint-Small Claims

Chapter 799, Wisconsin Statutes

This form shall not be modified. It may be supplemented with additional material.

DISCOVER BANK  
C/O DISCOVER PRODUCTS INC  
6500 NEW ALBANY ROAD  
NEW ALBANY OH 43054

Plaintiff,

vs.

COMPLAINT

Case No.

\*\*\*AMOUNT CLAIMED IS \$10,000 OR  
LESS

MEGAN G KITCHNER

BOYCEVILLE WI 54725-7500

Defendant.

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Now comes the plaintiff, by the Kohn Law Firm S.C., plaintiff's attorneys, and for a cause of action against the defendant, alleges as follows:

1. The plaintiff in this action is:

DISCOVER BANK  
C/O DISCOVER PRODUCTS INC  
6500 NEW ALBANY ROAD  
NEW ALBANY OH 43054

2. Upon information and belief, the defendant is:

MEGAN G KITCHNER  
BOYCEVILLE WI 54725-7500

3. The plaintiff and defendant entered into a charge account agreement and the defendant purchased various goods, merchandise and/or services, and/or took cash advances and/or balance transfers, utilizing said charge account, identified as Account # \*\*\*\*\*2734.

**FIRST CAUSE OF ACTION - BREACH OF CONTRACT**

4. The plaintiff realleges and incorporates paragraphs 1 through 3 above.

5. Through use of the charge account, the defendant agreed to be bound by the terms and conditions of the charge account agreement.

6. The defendant defaulted under the terms of said charge account agreement by failing to make payments when due, and there remains a balance due on the account.

## SECOND CAUSE OF ACTION - ACCOUNT STATED

7. The plaintiff realleges and incorporates paragraphs 1 through 3 above.
8. The plaintiff provided monthly statements to the defendant evidencing charge account activity.
9. The defendant retained the statements without making written objections thereto.
10. The defendant has failed to pay the amount set forth on the statements and there remains a balance due.

## THIRD CAUSE OF ACTION - IMPLIED CONTRACT/UNJUST ENRICHMENT

11. The plaintiff realleges and incorporates paragraphs 1 through 3 above.
12. The defendant was unjustly enriched by retaining the benefit of the various goods, merchandise, services, cash advances and/or balance transfers, and not paying for same.

## DAMAGES

13. The plaintiff is seeking to recover from the defendant the amount set forth below, calculated as follows:

Principal, interest and fees through date of attached statement:	\$5,938.58
Late fees from the date of attached statement to February 24, 2017:	\$.00
Interest from the date of attached statement to February 24, 2017:	\$.00
Payments and/or credits received from the date of attached statement to February 24, 2017:	\$.00
<b>TOTAL:</b>	<hr/> \$5,938.58

14. The defendant refuses to pay to pay this debt despite due demand having been made by the plaintiff.
15. Attached hereto and incorporated herein by reference is a billing statement addressed to the defendant reflecting the total outstanding balance on the defendant's account at the time this billing statement was issued.

WHEREFORE, the plaintiff demands judgment against the defendant in the amount of \$5,938.58, as well as the costs and disbursements of this action, statutory attorney fees and any other relief this court deems just and equitable.

NOTICE: 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.

Dated at Milwaukee, Wisconsin this MAR 02 2017.

KOHN LAW FIRM S.C.

Electronically signed by: /s/ CHARLES FIERGOLA  
CHARLES FIERGOLA  
STATE BAR# 1099121

735 N. Water St., Suite 1300  
Milwaukee, WI 53202-4106  
(414) 276-0435



Discover it® Card

Account number ending in 2734

Open Date: Oct 20, 2016- Close Date: Nov 19, 2016

Cardmember Since 2013

### ACCOUNT SUMMARY

Previous Balance		\$5,783.85
Payments and Credits	+	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$37.00
Interest Charged	+	\$117.73
<b>New Balance</b>		<b>\$5,938.58</b>

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$5,000
Credit Line Available	\$0
Cash Advance Credit Line	\$2,500
Cash Advance Credit Line Available	\$0

You may be able to avoid interest on Purchases. See reverse for details.

### PAYMENT INFORMATION

<b>New Balance</b>	<b>\$5,938.58</b>
Minimum Payment Due *	\$1,271.00
Payment Due Date	December 14, 2016
* Includes past due amount of:	\$1096.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	19 years	\$17,939

If you would like information about credit counseling services, call 1-800-347-1121.

Your FICO® Credit Score on 11/13/16.

FICO® Score Meter

Track recent scores on your FICO® page in this statement.

### REWARDS

<b>Cashback Bonus*</b>	Anniversary Month
Opening Balance	July
New Cashback Bonus This Period	\$ 0.00
Redeemed This Period	+ \$ 0.00
<b>Cashback Bonus Balance</b>	- \$ 0.00
<b>Cashback Bonus Balance</b>	<b>\$ 0.00</b>

To learn more, log in at [Discover.com](http://Discover.com)

You are overlimit by \$938.58. Paying more than the Minimum Payment Due will reduce your overlimit amount.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash. Please fold on the perforation below, detach and return with your payment.

**Payment Coupon**  
Please do not fold, clip or staple.

**Pay Online**  
Discover.com

**Pay by Phone**  
1-800-347-3085

Account number ending in	2734
Minimum Payment Due	\$1,271.00
New Balance	\$5,938.58
Payment Due Date	December 14, 2016
Amount enclosed	\$



MEGAN G KITCHNER  
BOYCEVILLE WI 54725-7500



PO BOX 6103  
CAROL STREAM IL 60197-6103

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day. Address, e-mail or telephone changed? Note changes on reverse side.

000001986451959593972059385801069610127100



**Important Information**

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call 1-800-347-3085.

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingarronotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments. If you send the Payment to any other address, or if you use an envelope other than the one provided, Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill in the following blanks below and retain the authorization for your records.

Amount:  Full Pay  Min Pay  Min Pay+ \$ \_\_\_\_\_;  
 Other Amount \$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_;  
Bank Account #: \_\_\_\_\_  
Monthly on the  Payment Due Date  
 \_\_\_\_\_ Day of month (insert date)

**Credit Reporting.** We may report information about your Account to credit bureaus: late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DT23-25.1116

## CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

Work Phone

City






Email

State, Zip

To make changes to your address, email or telephone number, visit [Discover.com](http://Discover.com)

Continued on next page

**CONTACT US**

 <b>Web</b> Access your account securely at <a href="http://Discover.com">Discover.com</a>	 <b>Mobile</b> Manage your account anytime, anywhere at <a href="http://m.Discover.com">m.Discover.com</a>	 <b>Phone</b> 1-800-347-3085 TDD 1-800-347-7449	 <b>Inquiry</b> Discover PO Box 30943 Salt Lake City UT 84130	 <b>Mail Payments</b> Discover PO Box 6103 Carol Stream IL 60197-6103
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**Transactions**

	Trans. Date	Post Date			
<b>Fees</b>	Nov 14	Nov 14	LATE FEE	\$	37.00
<b>TOTAL FEES FOR THIS PERIOD</b>					<b>37.00</b>
<b>Interest Charged</b>			INTEREST CHARGE ON PURCHASES	\$	86.87
			INTEREST CHARGE ON CASH ADVANCES		30.86
			INTEREST CHARGE ON BALANCE TRANSFERS		0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>					<b>117.73</b>

**2016 Totals Year-to-Date**

<b>TOTAL FEES CHARGED IN 2016</b>	\$	<b>280.00</b>
<b>TOTAL INTEREST CHARGED IN 2016</b>	\$	<b>1,140.64</b>

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 31 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	23.24% V	\$4,401.04	\$86.87
Cash Advances	25.24% V	\$1,439.57	\$30.86

V=Variable Rate

**Information For You**

As of January 31<sup>st</sup>, 2017, Discover will discontinue the Job Loss Support benefit. We will continue, however, to provide eligible customers with repayment options if they are experiencing difficulty making payments.

For more information about how interest charges are calculated see your Cardmember Agreement or go to [www.discover.com/interestcharges](http://www.discover.com/interestcharges)

**Enrollment Changes for DirectPay**

Effective January 1, 2017, we will no longer accept written requests to enroll in DirectPay. You can still enroll by phone at 1-800-DISCOVER (800-347-2683) or at [Discover.com](http://Discover.com).

## Information For You ... Continued

### FICO® Credit Score Terms

Your FICO® Credit Score and key factors are based on data from TransUnion and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](http://Discover.com/FICO) about the availability of your score. Your score and key factors are available on [Discover.com](http://Discover.com) and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com/FICO](http://Discover.com/FICO)

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

### Availability of FICO® Credit Score

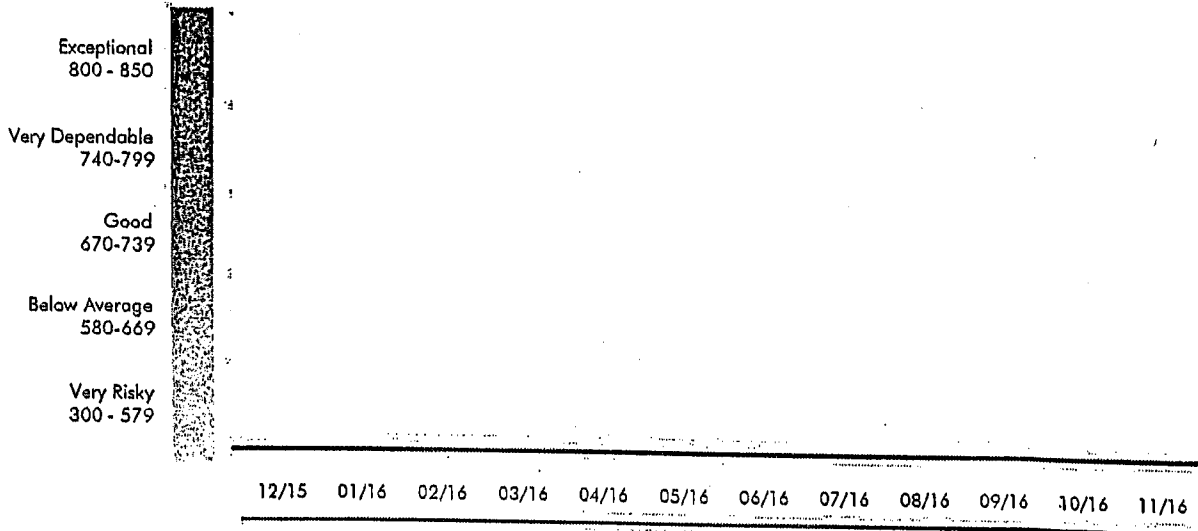
As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

Starting in 2017, your FICO® Credit Score history chart will be shown quarterly on the last page in every Jan, Apr, Jul and Oct statement when you have any FICO® Score on record over the past 12 months. Your history chart will continue to be available any time both online and on mobile.

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Megan, your FICO® Credit Score is **740** as of 11/13/2016

**Your FICO® Credit Score History**

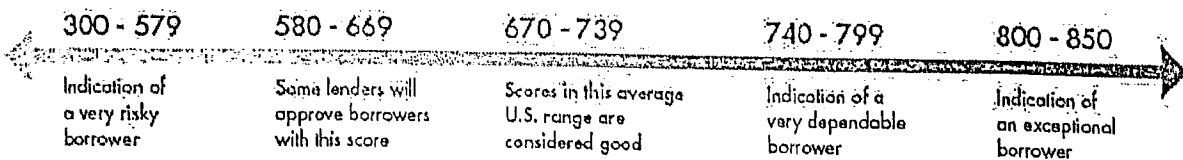


**Important Information:**

- We may not always receive a score for you each month so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of the document.

Starting in 2017, your FICO® Credit Score history chart will only be available quarterly in your statements every Jan, Apr, Jul and Oct. It will continue to be available any time both online and on mobile.

**What your FICO® Credit Score means to lenders**



See FICO® Credit Score Terms on the 'Information For You' section of the statement.

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CODE\_SUM\_0115



# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

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

### I. (a) PLAINTIFFS

Megan G. Kitchner, on behalf of herself and all others similarly situated,

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

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

Thomas J. Lyons Jr., Esq., Consumer Justice Center P.A., 367  
Commerce Court, Vadnais Heights, MN 55127, 651-770-9707

### DEFENDANTS

Charles Fiergola, Esq., Joseph R. Johnson, Esq., Lucas P. Bennewitz, Esq., Tyler M. Helsel, Esq., and John Does, Esqs.

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

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

Attorneys (If Known)

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

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

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

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. § 1681 et seq.

Brief description of cause:  
Violation of the Fair Credit Reporting Act et al

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_ CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 01/25/2018 SIGNATURE OF ATTORNEY OF RECORD: s/Thomas J. Lyons Jr.

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING FEE \_\_\_\_\_ 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
- (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
- (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.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" 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 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; **NOTE: 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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.  
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  
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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.  
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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 actual dollar amount 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

Megan G. Kitchner

Plaintiff(s)

v.

Charles Fiergola, Esq., et al

Defendant(s)

Civil Action No. 2:18-cv-133

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Lucas P. Bennewitz, Esq.
735 N. Water Street #1300
Milwaukee, WI 53202

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:

Thomas J. Lyons Jr., Esq. (tommy@consumerjusticecenter.com)
Thomas J. Lyons, Esq. (tlyons@lyonslawfirm.com)
367 Commerce Court
Vadnais Heights, MN 55127

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: 01/25/2018

Signature of Clerk or Deputy Clerk



**PROOF OF SERVICE**

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

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

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

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

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

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

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

I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_ who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Megan G. Kitchner

Plaintiff(s)

v.

Charles Fiergola, Esq., et al

Defendant(s)

Civil Action No. 2:18-cv-133

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Charles Fiergola, Esq.
735 N. Water Street #1300
Milwaukee, WI 53202

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:

Thomas J. Lyons Jr., Esq. (tommy@consumerjusticecenter.com)
Thomas J. Lyons, Esq. (tlyons@lyonslawfirm.com)
367 Commerce Court
Vadnais Heights, MN 55127

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: 01/25/2018

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

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

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

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

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

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

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

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

I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_ who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Megan G. Kitchner

Plaintiff(s)

v.

Charles Fiergola, Esq., et al

Defendant(s)

Civil Action No. 2:18-cv-133

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Tyler M. Helsel, Esq. 735 N. Water Street #1300 Milwaukee, WI 53202

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:

Thomas J. Lyons Jr., Esq. (tommy@consumerjusticecenter.com) Thomas J. Lyons, Esq. (tlyons@lyonslawfirm.com) 367 Commerce Court Vadnais Heights, MN 55127

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: 01/25/2018

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Megan G. Kitchner

Plaintiff(s)

v.

Charles Fiergola, Esq., et al

Defendant(s)

Civil Action No. 2:18-cv-133

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Joseph R. Johnson, Esq. 735 N. Water Street #1300 Milwaukee, WI 53202

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:

Thomas J. Lyons Jr., Esq. (tommy@consumerjusticecenter.com) Thomas J. Lyons, Esq. (tlyons@lyonslawfirm.com) 367 Commerce Court Vadnais Heights, MN 55127

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: 01/25/2018

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

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

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

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

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

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

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_, a person of suitable age and discretion who resides there, on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_ who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

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

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

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

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

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

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

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

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

Additional information regarding attempted service, etc.:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Claims Lawyers Revealed Her Credit Score in Public Court Documents](#)

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