



7. Defendant Southwest Credit Systems, LLP (“Southwest”) is a debt collection agency with its principal place of business located at 4120 International Parkway Ste 1100, Carrollton, TX 75007.

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

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

## **FACTS**

### **Knutson Letter**

10. On or about September 28, 2016, Southwest mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “US Cellular.” A copy of this letter is attached to this complaint as Exhibit A.

11. Upon information and belief, the alleged debt that Southwest was attempting to collect was a personal cellular telephone account with US Cellular, used only for personal, family or household purposes.

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

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

14. Upon information and belief, Exhibit A is the first written communication that Southwest sent to Plaintiff regarding the alleged debt to which Exhibit A refers.

15. Exhibit A contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

16. Exhibit A also contains the following settlement offer:

Reserving the right to negotiate, our client has advised us that they are willing to resolve your account in full for 80% of the total balance due. However, the full discounted amount should be received in our office by an agreed upon date. If you are interested in taking advantage of this offer, call us within 45 days of receiving this letter. If you are unable to take advantage of this offer, please contact us to see what other terms can be worked out to resolve your account.

17. The above offer requires the consumer to call Southwest within "45 days of receiving this letter" if she is interested in "taking advantage of this offer."

18. Thus, in order to accept the settlement offer, Exhibit A requires Plaintiff to call Southwest and commit to a payment due date no later than November 12, 2016.

19. Assuming Exhibit A was actually mailed on September 28, 2016, the 30-day validation period identified in Exhibit A would end shortly before the settlement offer in Exhibit A expires. See 15 U.S.C. § 1692g(a). The validation period begins when the consumer receives the validation notice, not when the debt collector mails it. *Id.*

#### **Loveland Letter**

20. On or about October 26, 2016, Southwest mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to "US Cellular." A copy of this letter is attached to this complaint as Exhibit B.

21. Upon information and belief, the alleged debt that Southwest was attempting to collect was a personal cellular telephone account with US Cellular, used only for personal, family or household purposes.

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

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

24. Upon information and belief, Exhibit B is the first written communication that Southwest sent to Plaintiff regarding the alleged debt to which Exhibit B refers.

25. Exhibit B contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

26. Exhibit B also contains the following settlement offer:

Reserving the right to negotiate, our client has advised us that they are willing to resolve your account in full for 80% of the total balance due. However, the full discounted amount should be received in our office by an agreed upon date. If you are interested in taking advantage of this offer, call us within 45 days of receiving this letter. If you are unable to take advantage of this offer, please contact us to see what other terms can be worked out to resolve your account.

27. The above offer requires the consumer to call Southwest within "45 days of receiving this letter" if he is interested in "taking advantage of this offer." Thus, in order to accept the settlement offer, Exhibit B requires Plaintiff to call Southwest and commit to a payment due date no later than December 10, 2016.

28. Assuming Exhibit B was actually mailed on October 26, 2016, the 30-day validation period identified in Exhibit B would end shortly before the settlement offer in Exhibit A expires. *See* 15 U.S.C. § 1692g(a). The validation period begins when the consumer receives the validation notice, not when the debt collector mails it. *Id.*

29. Exhibits A and B are confusing to the unsophisticated consumer because they demand a payment shortly after the verification period, but do not explain how the validation notice and settlement "deadline" fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.").

30. The consumer needs time to process the information contained in an initial debt collection letter before deciding whether to dispute, pay or take other action. This is the point of the 30 day period in 15 U.S.C. 1692g(a).

31. Prior to deciding whether to dispute a debt, a consumer may have to sort through personal records and/or memories to try to remember if the debt might be legitimate. A consumer may not recognize the original creditor – debts are freely assignable and corporations, especially banks, often change names. Furthermore, consumers receive Exhibit A and Exhibit B precisely because Southwest has started collecting the consumer’s debt. 15 U.S.C. 1692g(a).

32. Moreover, once a consumer sends a dispute in writing, the debt collector is under no obligation to provide verification in any specific amount of time, or even to provide verification at all, so long as the debt collector ceases collection efforts until it does so. *Jang v. A.M. Miller & Assocs.*, 122 F.3d 480, 483 (7th Cir. 1997) (“Section 1692g(b) thus gives debt collectors two options when they receive requests for validation. They may provide the requested validations and continue their debt collecting activities, or they may cease all collection activities.”)

33. The § 1692g validation period lasts for 30 days. It is the consumer’s right to *request* verification until the end of the thirty day period. If the request is not made until the end of the thirty day period, the verification request would not be processed, researched by the creditor, and returned to the consumer until long after settlement offer payment deadline has expired. The consumer would be left with no time to review the verification and determine whether to accept the settlement offer.

34. The unsophisticated consumer would have no idea how to both seek verification of the debt and preserve the settlement offers in Exhibit A and Exhibit B. It is likely that the

settlement offer would expire before the debt collector provides verification. The consumer would be left with little or no time to review the verification and determine whether to accept the settlement offer.

35. Thus, the effect of including, in the initial written debt communication, a settlement offer with a deadline within or shortly after the validation period, is to discourage or prevent consumers from exercising their validation rights.

36. Defendant did not include adequate explanatory language in Exhibit A and Exhibit B, *see, eg. Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997).

37. In order to preserve the settlement offer in the event of a written dispute, and to preserve the 30-day validation period itself, any explanatory language should make clear that a dispute will extend the settlement offer while the debt collector is in the process of complying with its obligation to verify the debt.

#### **Meza Letter**

38. On or about April 14, 2016, SCS mailed a debt collection letter to Plaintiff Meza regarding an alleged debt, allegedly owed to SCS and originally owed to “AT&T.” A copy of this letter is attached to this complaint as Exhibit C.

39. The alleged debt identified in Exhibit C is an alleged internet services account, owed to AT&T, and used only for personal, family or household purposes.

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

41. Upon information and belief, Exhibit C is a form debt collection letter used by SCS to attempt to collect alleged debts.

42. Exhibit C states the following:

<b>Principal</b> \$377.03
<b>Interest</b> \$0.00
<b>Total Amount Due</b> \$377.03

43. Although the amount of “Interest” in Exhibit C is \$0.00, the unsophisticated consumer interprets such references in collection letters letter as implying that there could be some unknown interest charges added to the debt in future letters. *See, eg. Tylke v. Diversified Adjustment Serv.*, No. 14-cv-748; 2014 U.S. Dist. LEXIS 153281, \*7 (E.D. Wis. Oct. 28, 2014) (“the inclusion of a collection fee, even one showing a balance of zero, could imply the future possibility of one.”).

44. Plaintiff has never agreed to pay any amount of interest, or any rate of interest, on any alleged debt owed to the creditor listed on Exhibit C. The alleged debt was for internet service.

45. Upon information and belief, the reference to “Interest” is a threat to add prejudgment interest to Plaintiff's and Class Members' alleged debts, despite the fact that no legal action has been initiated against the consumer.

46. A debt collector cannot collect prejudgment interest when that interest has not been awarded by a court or agreed to by contract. *Paige v. Waukesha Health Sys.*, No. 12-cv-601-CNC; 2013 U.S. Dist. LEXIS 96962, \*18-20 (“Wisconsin cases suggest, as the Paiges argue, that absent a contractual agreement prejudgment interest cannot be automatically added by a creditor but instead must await a court judgment;”), *citing Estreen v. Bluhm*, 79 Wis. 2d 142, 156, 255 N.W.2d 473, 482 (1977); *Erickson by Wightman*, 183 Wis. 2d at 123, n.8, 515 N.W.2d at 301,

n.8; *Beacon Bowl, Inc. v. Wis. Elec. Power Co.*, 176 Wis. 2d 740, 776-77, 501 N.W.2d 788, 802-03 (1993); *contra Trease v. Tri-State Adjustments, Inc.*, 934 F. Supp. 2d 1016 (E.D. Wis. 2013).

47. Wisconsin Courts have made clear that there is no entitlement to prejudgment interest without a judgment awarding it. *Erickson by Wightman*, 515 N.W. at 300-01 n.8 (citing *Estreen*, 255 N.W.2d at 481).

48. A plaintiff in a civil collection action (i.e. the creditor) has the burden to *prove* that it is entitled to prejudgment interest, as is true for any other relief that any plaintiff requests in a civil action. *Marquez v. Mercedes-Benz United States, LLC*, 341 Wis. 2d 119, 139, 815 N.W.2d 314, 324 (2012).

49. Indeed, Wisconsin Courts have declined to award prejudgment interest when a plaintiff failed to prove that it was entitled to the amount of damages that it sought in the lawsuit. *See Congress Bar & Restaurant, Inc. v. Transamerica Ins. Co.*, 42 Wis. 2d 56, 71, 165 N.W.2d 409, 417 (1969); *Dahl v. Housing Authority of Madison*, 54 Wis. 2d 22, 32, 194 N.W.2d 618, 623 (1972).

50. Until a creditor has *proven in court* that it is entitled to prejudgment interest in court by obtaining a judgment awarding prejudgment interest, such interest is a future, contingent amount that is not owed by the consumer and is not part of the "amount of the debt."

51. The Seventh Circuit has held that similar conduct, namely the collection of future, contingent amounts that depend upon the entry of judgment specifically allowing those amounts, but before the judgment is actually entered, violates the FDCPA because the contingent amounts are not part of the debt. *Veach v. Sheeks*, 316 F.3d 690, 692 (7th Cir. 2003).



52. SCS's tactic of threatening to add unawarded prejudgment interest to the alleged debt is a material violation of the FDCPA. *See Hahn v. Triumph P'ships LLC*, 557 F.3d 755, 757-58 (7th Cir. 2009).

53. Plaintiffs were confused by Exhibits A, B and C, respectively.

54. Plaintiffs had to spend time and money investigating Exhibits A, B and C, and the consequences of any potential responses to Exhibits A, B and C.

55. Plaintiffs had to take time to obtain and meet with counsel, including travel to counsel's office by car and its related expenses (including but not limited to the cost of gasoline and mileage), to advise Plaintiffs on the consequences of Exhibits A, B and C.

56. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *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).

57. 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”).

58. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

59. 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.”

60. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

61. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

### **COUNT I – FDCPA**

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

63. Count I is brought on behalf of Plaintiffs Knutson and Loveland.

64. The statement on Exhibit A and Exhibit B, “If you are interested in taking advantage of this offer, call us within 45 days of receiving this letter” conflicts with and overshadows the debt validation notice, in that it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement “deadline” fit together. 15 U.S.C. § 1692g; *Bartlett*, 128 F.3d at 500.

65. Exhibit A and Exhibit B are confusing, deceptive, and/or misleading to the unsophisticated consumer.

66. 15 U.S.C. § 1692g(b) states, in part:

**(b) Disputed debts**

...

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

67. There is no requirement that a consumer make a showing of materiality for a debt collector’s failure to comply with 15 U.S.C. § 1692g(a). *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 324 (7th Cir. 2016) (“we have not extended the implicit materiality requirement of § 1692e to reach claims under § 1692g(a).”).

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

**COUNT II – FDCPA**

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

70. Count II is brought on behalf of Plaintiff Meza.

71. The reference in Exhibit C to “Interest” is false, misleading and confusing.

72. SCS is not entitled to collect any prejudgment interest, as the alleged obligation has not been reduced to judgment.

73. Plaintiff did not enter into any agreement with the creditor to pay interest or to a rate of interest.

74. SCS violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f and 1692f(1).

### **CLASS ALLEGATIONS**

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

76. Class One consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A or Exhibit B to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) between March 29, 2016, and March 29, 2017, inclusive, (e) that was not returned by the postal service. Class One shall be known as the "Settlement" Class and Plaintiffs Knutson and Loveland will represent the class.

77. Class Two consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) between March 29, 2016, and March 29, 2017, inclusive, (e) that was not returned by the postal service. Class Two shall be known as the "Interest" class, and Plaintiff Meza will represent the class.

78. Each Class is so numerous that joinder is impracticable. On information and belief, there are more than 50 members of each Class.

79. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with 15 U.S.C. § 1692e, 1692e(10), 1692f, 1692f(1) and 1692g.

80. Plaintiffs' claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

81. Plaintiffs will fairly and adequately represent the interests of the Class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

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

**JURY DEMAND**

83. Plaintiffs hereby demand a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Class and against Defendant for:

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

Dated: March 29, 2017

**ADEMI & O'REILLY, LLP**

By: /S/ John D. Blythin  
Shpetim Ademi (SBN 1026973)  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)  
Denise L. Morris (SBN 1097911)  
3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
sademi@ademilaw.com  
jblythin@ademilaw.com  
meldridge@ademilaw.com  
dmorris@ademilaw.com

# **EXHIBIT A**



# Exhibit B





4120 International Pkwy, Suite 1100  
 Carrollton, TX 75007-1958  
 Toll Free: 866-222-8807 • Fax: (972) 300-1701

Office Hours:  
 Mon - Thurs 8:00AM to 9:00PM  
 Friday 8:00AM to 5:00PM  
 Saturday 8:00AM to 12:00 Noon

October 26, 2016

Dear Peter Loveland,

Your account has been assigned to this office for collection. The records of US Cellular show that your account has a past due balance of \$946.08.

Reserving the right to negotiate, our client has advised us that they are willing to resolve your account in full for 80% of the total balance due. However, the full discounted amount should be received in our office by an agreed upon date. If you are interested in taking advantage of this offer, call us within 45 days of receiving this letter. If you are unable to take advantage of this offer, please contact us to see what other terms can be worked out to resolve your account.

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

Check or Credit Card payments can be made 24-hours a day through our secure website at [www.swcpayonline.com](http://www.swcpayonline.com).

K Butler  
 Southwest Credit Systems, L.P.

Account Summary	
<b>Creditor</b>	US Cellular
<b>Creditor Account No.</b>	██████████ 6232
<b>Southwest Reference No.</b>	██████████ 2619
<b>Principal</b>	\$946.08
<b>Total Amount Due</b>	<b>\$946.08</b>
<b>Discounted Amount</b>	\$756.86

PAYMENT OPTIONS	
<b>Money Gram</b>	
Receive Code: ██████████	
<b>Payments By Internet</b>	
<a href="http://www.swcpayonline.com">www.swcpayonline.com</a> Visa, Mastercard, Debit Card and Check (ACH) accepted	
	
<b>Payments By Phone</b>	
866-222-8807 24-hour touch tone service Visa, MasterCard, Debit Card and Check (ACH) accepted	
<b>Payments By Mail</b>	
Send check or money order to PO Box 650543 Dallas, TX 75265-0543	

**This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Calls may be monitored and/or recorded.**



\*\*\*Detach This Portion and Return with Payment\*\*\* 619C5SCGR01\_00115\_826247702

C5SCGR01  
 PO Box 1022  
 Wixom MI 48393-1022  
 ADDRESS SERVICE REQUESTED

- ▶ Debit or credit card charges will appear on your card statement from "SWC".
- ▶ Do not send cash through the mail.
- ▶ Include reference number on the check or money order.

<b>Southwest Reference No.</b>	<b>Creditor Account No.</b>
██████████ 2619	██████████ 6232
<b>SWC CC</b>	
03754 - US CELLULAR - 2ND CONS - TOPS	
Payment Amount Enclosed	\$

|||||  
 PETER LOVELAND  
 4571 S AHMEDI AVE  
 SAINT FRANCIS WI 53235-5304

Please send correspondence to this address.

|||||  
 Southwest Credit Systems, L.P.  
 PO Box 650543  
 Dallas, TX 75265-0543

# Exhibit C



4120 International Pkwy, Suite 1100  
 Carrollton, TX 75007-1958  
 Toll Free: 800-462-3808 Fax: (972) 300-1701

Office Hours:  
 Mon - Thurs 8:00AM to 9:00PM  
 Friday 8:00AM to 5:00PM  
 Saturday 8:00AM to 12:00 Noon

Account Summary	
<b>Creditor</b>	AT&T
<b>Creditor Account No.</b>	██████████2000
<b>Southwest Reference No.</b>	██████████5623
<b>Principal</b>	\$377.03
<b>Interest</b>	\$0.00
<b>Total Amount Due</b>	\$377.03

April 13, 2016

Dear Abel Meza,

Your account has been assigned to this office for collection. The balance listed is due in full. If payment has already been made, please contact our office.

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

We are willing to work with you, but you must contact our office promptly. Avoid further collection activity by enclosing your payment with the tear-off coupon below, or by contacting us at 800-462-3808 to make payment arrangements on your account. Check or credit card payments can also be made 24-hours a day, through our secure website at [www.swcpayonline.com](http://www.swcpayonline.com).

Kwan Butler  
 Southwest Credit Systems, L.P.

PAYMENT OPTIONS	
<b>Money Gram</b>	
Receive Code: 4077	
<b>Payments By Internet</b>	
www.swcpayonline.com Visa, MasterCard, Debit Card and Check (ACH) accepted	
<b>Payments By Phone</b>	
800-462-3808 24-hour touch tone service Visa, MasterCard, Debit Card and Check (ACH) accepted	
<b>Payments By Mail</b>	
Send check or money order to 4120 International Pkwy, Suite 1100 Carrollton, TX 75007-1958	

**This is an attempt to collect a debt by a debt collector.  
 Any information obtained will be used for that purpose.  
 Calls may be monitored and/or recorded.**



01100 00-SWC15B1E-1

\*\*\* Detach This Portion and Return with Payment \*\*\*

- ▶ Debit or credit card charges will appear on your card statement from "SWC".
- ▶ Do not send cash through the mail.
- ▶ Include reference number on the check or money order.

PO Box 142589  
 Austin, TX 78714

**ELECTRONIC SERVICE REQUESTED**

<b>Southwest Reference No.</b>	<b>Creditor Account No.</b>
██████████5623	██████████2000
SWC CC	
██████████ AT&T UVERSE PRIMARY	
Payment Amount Enclosed	\$

05244 1 MB 0.416 T 24  
 ABEL MEZA  
 2131 S 76TH ST  
 MILWAUKEE WI 53219-1129



Southwest Credit Systems, L.P.  
 4120 International Pkwy, Suite 1100  
 Carrollton, TX 75007-1958



# 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

JEAN KNUTSON, et al.

(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

SOUTHWEST CREDIT SYSTEMS, LP

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)

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

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

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

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

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

### VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act

### 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

March 29, 2017

SIGNATURE OF ATTORNEY OF RECORD

s/ John D. Blythin

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

JEAN KNUTSON, PETER LOVELAND and
ABEL MEZA

Plaintiff

v.

SOUTHWEST CREDIT SYSTEMS, LP

Defendant

)
)
)
)
)
)
)

Civil Action No. 17-cv-456

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SOUTHWEST CREDIT SYSTEMS, LP
c/o C T CORPORATION SYSTEM
8020 Excelsior Dr. Ste. 200
Madison, WI 53717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

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

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-456

**PROOF OF SERVICE**

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

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons 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 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: [Southwest Credit Systems Named in FDCPA Class Action](#)

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