

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

JILL KRANE, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1750
	}	
Plaintiffs,	}	CLASS ACTION COMPLAINT
v.	}	
	}	
3 RIVERS BILLING, INC.,	}	Jury Trial Demanded
	}	
Defendant.	}	

INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Jill Krane is an individual who resides in the Eastern District of Wisconsin (Walworth County).

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

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

6. Defendant 3 Rivers Billing, Inc. (“3 Rivers”) is a foreign business corporation with its primary offices located at 187 North 1st Street, Suite 1, La Crescent, Minnesota 55947.

7. 3 Rivers does substantial business in Wisconsin and has designated its registered agent in Wisconsin for the service of process as Christine Roraff, W62N244 Washington Avenue, # 204, Cedarburg, WI 53012.

8. 3 Rivers is licensed as a “Collection Agency” under Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-BKG 74.

9. 3 Rivers is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

10. 3 Rivers is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes.

11. 3 Rivers is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat § 427.103(3).

FACTS

12. Plaintiff allegedly entered into a consumer transaction with “LAUDERDALE-LAGRANGE FIRE DEPT” (“LLFD”) on or around October 6, 2017, for ambulance transportation and associated medical services.

13. Specifically, the charges were incurred when LLFD (a division of the fire department) was called to assist Plaintiff.

14. On or around December 18, 2017, 3 Rivers mailed a debt collection letter to Plaintiff regarding the alleged debt, allegedly owed to LLFD. A copy of this letter is attached to this complaint as Exhibit A.

15. Upon information and belief, the alleged debt listed in Exhibit A was incurred as the result of a transaction for personal medical in which payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment.’”). By its nature, ambulance transportation is almost always, if not always, billed days or weeks after the services are provided.

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

17. Upon information and belief, Exhibit A is a form debt collection letter, used by 3 Rivers to attempt to collect alleged debts.

18. Upon information and belief, Exhibit A is the first written communication 3 Rivers mailed to Plaintiff regarding this alleged debt.

19. When 3 Rivers mailed Exhibit A, the debt was in default:

Since there's been no response concerning your outstanding invoice, the account will be turned over to collections if payment is not made in the next 10 days. Collection fees may be added.

Exhibit A.

20. Exhibit A includes a statement which largely reflects the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires debt collectors provide alleged debtors along with, or within five days of, the initial communication:

We represent the above creditor in the collection of your indebtedness owed to the creditor. If you dispute the validity of the debt or any portion thereof, you should notify us within thirty(30) days after receipt of this letter or the debt will be assumed to be valid. If we are so notified in writing, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon your written request within the thirty(30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor. The collection of this debt will, however, proceed in the absence of immediate full payment of this debt to our office.

21. The validation notice is printed in light grey ink on the reverse side of Exhibit A.
22. Additionally, there is no indication on the front page of the letter calling the consumers attention to the validation notice printed on the reverse side of the letter.
23. Where a debt collector prints the validation notice on the reverse side of a debt collection letter, they must included a statement directing the consumers attention to this required disclosure. *See, e.g., Miller v. Payco-General American Credits, Inc.*, 943 F.2d 482, 484 (4th Cir. 1991) (“a validation notice printed on the back of a form letter where the front of the letter contains no reference at all to the notice does not comply with § 1692g.”)
24. Furthermore, immediately after the disclosure statements required by 15 U.S.C. § 1692g, the paragraph containing the disclosures required by 15 U.S.C. § 1692g includes the statement “The collection of this debt will, however, proceed in the absence of immediate full payment of the debt to our office.”
25. If a consumer disputes a debt in writing however, pursuant to 15 U.S.C. § 1692g(b), a debt collector is required to cease collection activities until it has provided the consumer with verification of the debt.
26. The statement that “The collection of this debt will, however, proceed in the absence of immediate full payment of the debt to our office” thus overshadows the validation notice.

27. The statement “The collection of this debt will, however, proceed in the absence of immediate full payment of the debt to our office.” is also false, deceptive, and misleading as to the consumers rights to obtain verification.

28. Lastly, the statement “The collection of this debt will, however, proceed in the absence of immediate full payment of the debt to our office” threatens to take an action that 3 Rivers cannot legally take, i.e. continue to attempt to collect the alleged debt after receiving a dispute without providing the consumer with verification.

29. Moreover, on the face of Exhibit A, it is unclear of whether the letter is a collection letter from a third-party debt collector or an invoice from the original creditor.

30. The header of Exhibit A conspicuously reads “LAUDERDALE-LAGRANGE FIRE DEPT,” but does not include any reference to 3 Rivers.

31. The header also lists the address of a P.O. box as well as two telephone numbers, which, upon information and belief, are actually associated with 3 Rivers and not Lauderdale-Lagrange Fire Department.

32. Exhibit A also states “the account will be turned over to collections if payment is not made in the next 10 days.”

33. Additionally, Exhibit A refers to the date of the letter as the “INVOICE DATE.”

34. By appearing to be an invoice from the original creditor, Exhibit A is deceptive and misleading as to the identity of the entity sending the correspondence to the consumer.

35. By obscuring the identity of the entity sending the correspondence, Exhibit A further overshadows the validation notice by encouraging the consumer to contact the original creditor with disputes rather than 3 Rivers.

36. Moreover, immediately after indicating that “the account will be turned over to collections if payment is not made...,” Exhibit A states “Collection fees may be added.”

37. The unsophisticated consumer would interpret the statement that “[c]ollection fees may be added” as a threat that such fees would in fact be added if she did not pay the account in full within ten days.

38. In addition to being threatening, the statement that “[c]ollection fees may be added” is plainly false, deceptive, and misleading because neither 3 Rivers nor the creditor could impose collection fees on Plaintiff’s account.

39. As a licensed Collection Agency, 3 Rivers is prohibited from adding “Collection Fees” with certain, limited exceptions.

40. Wis. Admin. Code § DFI-Bkg 74.11 states:

(2) Fees.

(a) Except as set forth in pars. (b) to (e) and s. DFI-Bkg 74.11(8), a licensee may not charge the debtor any fee, handling charge, mileage costs or other out-of-pocket expenses incurred in the collection of an account. . . .

(b) Actual charges assessed by a financial institution on a check returned to the licensee

(c) Actual charges assessed by a financial institution on an Automated Clearing House transaction reversed for any reason

(d) A fee not to exceed the lesser of \$25 or 3% of the payment amount, not including the fee, may be added to the account of the debtor when the debtor makes a payment using a credit card or debit card.

(e) A licensee may serve process on a debtor and may assess a charge for service of process costs not exceeding those assessed by the sheriff of the county in which process is served.

(8) Payment histories. For any account that has not been paid or settled in full and for any account that has been paid or settled in full within 24 months of the request, a collection agency shall provide the debtor with a written statement of the debtor’s payments for as long as the collection agency has had the account. . .

. Account statements shall be provided without charge once during any twelve (12) month period. If additional statements are requested, they shall be provided upon payment of a fee not to exceed \$5.00 per statement.

41. None of the allowable charges pursuant to Wis. Admin. Code Ch. § 74.11 correspond to a “Collection Fee.”

42. Plaintiff was deceived, misled, and confused by Exhibit A.

43. The unsophisticated consumer would be deceived, misled, and confused by Exhibit A.

The FDCPA

44. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”), *quoting Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that

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

45. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

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

47. 15 U.S.C. § 1692e(5) specifically prohibits debt collectors from making a “threat to take any action that cannot legally be taken or that is not intended to be taken.”

48. 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.”

49. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

50. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

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

(1) the amount of the debt;

51. 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.

The WCA

52. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

53. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

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

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

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

57. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

58. Consumers' WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA "in accordance with the policies underlying a federal consumer credit protection act," including the FDCPA. Wis. Stat. § 421.102(1).

59. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the "unsophisticated consumer" standard. *Brunton v. Nuwell Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the "unsophisticated consumer" standard, citing and discussing *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

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

61. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: "Engage in other conduct which can reasonably be expected to threaten or harass the customer . . ." Wis. Admin. Code § DFI-Bkg 74.16(9) defines such "other conduct" as "including conduct which violates the Federal Fair Debt Collection Practices Act."

62. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: "Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist."

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

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

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

COUNT I – FDCPA

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

66. The validation notice included in Exhibit A is printed on the reverse side of the letter, and there is no reference at all to the notice on the front page. See, e.g., *Carbajal v. Capital One, F.S.B.*, 2003 U.S. Dist. LEXIS 20065, at *6 (N.D. Ill. Nov. 10, 2003) (“The statute does not require that the validation notice be placed on the front of the collector’s initial letter. If the notice is on the back of the letter, however, there must be a prominent reference to it on the front, which must advise the debtor, at a minimum, that there is ‘important information’ on the reverse side of the letter.”) (citations omitted); *Ost v. Collection Bureau, Inc.*, 493 F. Supp. 701, 702 (D.N.D. 1980) (“Without some clearly visible reference to the statutorily mandated language on the reverse side of the form, the consumer is not put on notice of his right to challenge the validity of the debt . . .”).

67. Additionally, the validation notice in Exhibit A is printed in light grey ink, which makes in less conspicuous and difficult to read.

68. Defendant violated 15 U.S.C. §§ 1692g(a), 1692g(b), and 1692f.

COUNT II – FDCPA

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

70. Immediately beneath the validation notice, Exhibit A states “The collection of this debt will, however, proceed in the absence of immediate full payment of the debt to our office.”

71. Exhibit A contradicts and overshadows the information in the validation notice because, if the consumer notifies the debt collector in writing that the debt or any portion thereof is disputed, the debt collector is required to cease all collection activity pending verification of the debt.

72. Defendant violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), 1692g(a)(4), 1692g(a)(5), 1692g(b), and 1692f.

COUNT III – FDCPA

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

74. By stating “the account will be turned over to collections if payment is not made” and by being designed to appear as an invoice from the original creditor, Exhibit A includes representations which are false, deceptive, and misleading as to the identity of the entity sending the correspondence to the consumer and additionally overshadows the validation notice.

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

COUNT IV – FDCPA

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

77. Exhibit A states that “the account will be turned over to collections if payment is not made in the next 10 days. Collection fees may be added.”

78. 3 Rivers is licensed as a “Collection Agency” under Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-BKG 74.

79. Under Wisconsin law, 3 Rivers cannot impose a collection fee.

80. Upon information and belief, at the time Exhibit A was mailed, 3 Rivers did not intend to impose a collection fee.

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

COUNT VIII - WCA

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

83. 3 Rivers is licensed as a “Collection Agency” under Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-BKG 74.

84. Exhibit A states that “the account will be turned over to collections if payment is not made in the next 10 days. Collection fees may be added.”

85. Under Wisconsin law, 3 Rivers cannot impose a collection fee.

86. Upon information and belief, at the time Exhibit A was mailed, 3 Rivers did not intend to impose a collection fee.

87. Exhibit A is a communication that violates the FDCPA, and can reasonably be expected to threaten and harass Plaintiff.

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

CLASS ALLEGATIONS

89. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt for personal, family, or

household purposes, (d) between November 2, 2017 and November 2, 2018, inclusive, (e) that was not returned by the postal service.

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

91. 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 the FDCPA and the WCA.

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

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

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

JURY DEMAND

95. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: November 2, 2018

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
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EXHIBIT A

LAUDERDALE-LAGRANGE FIRE DEPT

PO BOX 72140

CEDARBURG, WI 53012

Toll Free (800)829-5703 Ext. 101

(262)375-9610 Ext. 101

PATIENT NAME: JILL KRANE

PATIENT NUMBER: [REDACTED]

CALL NUMBER: [REDACTED]

DATE OF CALL: 10/06/2017

TIME OF CALL:

CALLER:

FROM: HWY 12

TO: AURORA LAKELAND MED CTR

REASON(S)

FOR

TRANSPORT

P3

B

INVOICE DATE

12/18/2017

JILL KRANE
212 STERLING COURT
GENOA CITY, WI 53128

DESCRIPTION OF CHARGE	QUANTITY	UNIT PRICE	AMOUNT
[REDACTED]	1.0	450.00	450.00
[REDACTED]	4.2	12.00	50.40
[REDACTED]	1.0	20.00	20.00
[REDACTED]	1.0	10.00	10.00
			Total Charges 530.40

DESCRIPTION OF PAYMENT	RECEIPT	PAYMENT DATE	AMOUNT
			Total Credits 0.00
			\$530.40

MasterCard / VISA accepted with 3% fee added. Call 1-800-829-5703

PLEASE PAY THIS AMOUNT →

3 Rivers Billing, Inc

This Collection Agency Is Licensed By The Division Of Banking in the Department of Financial Institutions, www.wdfi.org

DETACH ALONG PERFORATION ABOVE AND RETURN STUB WITH YOUR PAYMENT

PATIENT NAME:

PATIENT NUMBER: KRANE, JILL

CALL NUMBER:

BILLING DATE:

AMOUNT DUE \$ **530.40**

AMOUNT \$

ENCLOSED

Since there's been no response concerning your outstanding invoice, the account will be turned over to collections if payment is not made in the next 10 days. Collection fees may be added.

PAY TO THE ORDER OF:

LAUDERDALE-LAGRANGE FIRE DEPT PO BOX 72140 CEDARBURG, WI 53012-2709

NOTICE OF PRIVACY PRACTICES

PROTECTING YOUR PRIVACY:

It is your right as a patient to be informed of the privacy practices of the Fire Department/ Ambulance that transported you, as well as to be informed of your privacy rights with respect to personal health information (PHI) as stated in the HIPAA Act of 1996. The fire department and its billing service will respond to requests, concerns or questions regarding this policy or use of your PHI as it relates to obtaining insurance payment, or other health care operation.

FIRE DEPARTMENT RESPONSIBILITY:

Maintain the privacy of your health information. Provide you with a notice of legal duties and privacy practices regarding PHI collected and maintained about you. Permitted by federal privacy rule to use or disclose your PHI for treatment, payment or health operations. Your PHI may be used for evaluation of patient care services, evaluation of the performance of EMT staff, business projects, and internal audits.

YOUR PHI RIGHTS:

You may request restrictions on uses and disclosures of PHI, even if the restriction affects your treatment or payments to the provider or health operations activities. The fire department is not required to agree to your requested restriction. The fire department or its billing service will accommodate any reasonable request. This request for access to your health care record should be in writing to the compliance officer. The request must be signed by yourself, your power of attorney or personal representative and notarized. Request an amendment to your health record, if you believe it is incorrect or incomplete as documented by the fire department. You must make the request in writing and give it to the compliance officer. If the fire department does not agree with your request for change, your request may be denied.

PHI USES OR DISCLOSURES WITHOUT YOUR AUTHORIZATION:

Without your written authorization, the fire department may disclose your PHI as required by law. This includes PHI pertaining to workers compensation claims, victims of abuse, neglect or domestic violence, for judicial proceedings, for law enforcement purposes, for statutory reporting to the State of WI, for public health safety, a request by state or federal agency, for activities relating to death, tissue donation or serious threat to health and safety.

We represent the above creditor in the collection of your indebtedness owed to the creditor. If you dispute the validity of the debt or any portion thereof, you should notify us within thirty(30) days after receipt of this letter or the debt will be assumed to be valid. If we are so notified in writing, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon your written request within the thirty(30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor. The collection of this debt will, however, proceed in the absence of immediate full payment of this debt to our office.

Thank You.

3 Rivers Billing, Inc 1-800-829-5703

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
JILL KRANE

DEFENDANTS
3 RIVERS BILLING, INC.

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

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.

(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

Attorneys (If Known)

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

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

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

November 2, 2018 /s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING JEP _____ 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

JILL KRANE

Plaintiff(s)

v.

3 RIVERS BILLING, INC.

Defendant(s)

Civil Action No. 18-cv-1750

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 3 RIVERS BILLING, INC. c/o Christine Roraff W62N244 Washington Avenue # 204 Cedarburg, WI 53012.

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

_____ were received by me on *(date)* _____.

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [3 Rivers Billing Facing Lawsuit Over 'Misleading' Collection Notice](#)
