

Road, St. Cloud, Minnesota 56303. Its registered agent in Wisconsin is Corporation Service Company, 8040 Excelsior Drive Suite 400, Madison, Wisconsin 53717.

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

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

FACTS

September 12, 2017 Letter

8. On or about September 12, 2017, JCS mailed a debt collection letter to Plaintiff regarding an alleged debt owed to “FIRST PREMIER BANK (FPB)” (“FPB”) and with the description “PREMIER BANKCARD MC.” A copy of this letter is attached to this Complaint as Exhibit A.

9. Upon information and belief, the alleged debt referenced in Exhibit A is an alleged credit card account, used only for personal, family or household purposes.

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

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

12. Upon information and belief, Exhibit A was the first letter that JCS sent to Plaintiff regarding this alleged debt.

13. Exhibit A contains the following:

NOTICE: Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

Exhibit A.

14. Exhibit A also states the following:

<p style="text-align: center;">THIS COMMUNICATION IS FROM A DEBT COLLECTOR IN CONNECTION WITH THE ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION</p>
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Exhibit A.

15. The “back of this page” contains the following:

Notice of Important Information: Consumers have rights including, but not limited to those rights listed below:

Exhibit A.

16. The only information Exhibit A provides “below” is:

Restrictive Endorsement/Agreement and Satisfaction/Post Dated Checks: Any check, money order or other instrument tendered as an accord in satisfaction, or which includes a condition, including but not limited to post dated checks, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must only be sent to us at PO Box 7999, Department R, Saint Cloud, MN 56302-7999. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by any Condition.

Exhibit A.

17. The “Restrictive Endorsement/Agreement and Satisfaction/Post Dated Checks” information is not a statement of “consumer rights.” On the contrary, this information states that JCS and/or FPB reserve the right to process a payment as a partial payment even if it is “tendered as an accord in satisfaction.” Exhibit A.

18. The unsophisticated consumer would be confused about the consumer rights which were purportedly “listed below” the “Notice of Important Information.” *Papetti v. Rawlings Fin. Servs., LLC*, 121 F. Supp. 3d 340, 350 (S.D.N.Y. 2015) (“The consumer, once misdirected to turn to the reverse side of the letter to find ‘important information,’ cannot be

expected to know, with certainty, that the separately enclosed document in fact contains this ‘important information.’ The consumer cannot even be expected to know what the undescribed ‘important information’ is.”).

19. The consumer would be misled to believe that Exhibit A did not provide all of the information that it was supposed to be.

20. Upon information and belief, the purpose of the statement that “consumers have rights including, but not limited to those rights listed below” but then not listing any consumer rights below is to confuse the unsophisticated consumer and induce alleged debtors to call Defendant’s offices, whereupon Defendant uses high-pressure tactics to induce alleged debtors into paying the debts Defendant is collecting.

21. Sending letters that make it impossible for the debtor to determine whether they have been apprised of all of their consumer rights is communication in a manner that can reasonably be expected to harass the consumer.

October 27, 2017 Letter

22. On or about October 27, 2017, JCS mailed another debt collection letter to Plaintiff regarding the same alleged debt, allegedly owed to “FIRST PREMIER BANK (FPB)” (“FPB”) and with the description “PREMIER BANKCARD MC.” A copy of this letter is attached to this Complaint as Exhibit B.

23. Upon information and belief, the alleged debt referenced in Exhibit B is an alleged credit card account, used only for personal, family or household purposes.


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


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

26. Exhibit B contains the following settlement offer:

We would like to offer you two flexible options to resolve the above Amount of Debt.

- ① **OPPORTUNITY #1**
Pay off this account with a lump sum payment of \$520.75. The amount of the debt is \$1,041.49 and we will accept \$520.75.
- ② **OPPORTUNITY #2 - Monthly Payments of \$50.00**
We are able to set you up on the repayment schedule and discuss resolution of the amount of the debt.

 **844-362-9235 English and Español**

 **MONEY GRAM**
Provide the MoneyGram representative with the information below to complete a payment:
Receive Code: ■■■15 • Your JCS Reference Number


 **PO BOX 772813, CHICAGO, IL 60677-2813**

Exhibit B.

27. Exhibit B also contains the following:

PO BOX 1120
CHARLOTTE, NC 28201-1120

11


October 27, 2017

JCS Letter Code - IRPASO 831150 00004431
JeffersonCapital.WFD Page 1 of 1

Amount of the Debt	Offer Amount	Amount Enclosed
\$1,041.49	\$520.75	

Please include your JCS Reference Number ■■■■■9087 on the check or money order payable to: Jefferson Capital

Change of Address? Please update on reverse side.


JOHN T LAKKARD


JEFFERSON CAPITAL SYSTEMS
PO BOX 772813
CHICAGO, IL 60677-2813

Exhibit B.

28. The reverse side of Exhibit B contains the following:

Restrictive Endorsement/Accord and Satisfaction/Post Dated Checks: Any check, money order or other instrument tendered as an accord in satisfaction, or which includes a condition, including but not limited to post dated checks, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must only be sent to us at PO Box 7999, Department R, Saint Cloud, MN 56302-7999. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by any Condition.

Exhibit B.

29. Exhibit B is false, deceptive, misleading, confusing, and unconscionable on its face as to how Defendant will treat payments consumers tender in response to its settlement offer.

30. The first page of Exhibit B extends the consumer a “flexible option to resolve” the debt for roughly 50% of the alleged balance. Exhibit B.

31. Immediately below the offer, Exhibit B states three options for consumers who wish to tender the payment, including payment by telephone, payment through “Money Gram,” and payment by mail to “PO BOX 772813, CHICAGO, IL 60677-2813.” Exhibit B.

32. The first page of Exhibit B also includes a “tear-off” payment remittance slip, which provides the same PO Box 772813 address and a second address, “PO BOX 1120 CHARLOTTE, NC 28201-1120,” as well as instructions to “include your JCS Reference Number [19087 on the check or money order payable to: Jefferson Capital.” Exhibit B.

33. The reverse side of Exhibit B contains fine-print “Restrictive Endorsement/ Accord and Satisfaction/ Post Dated Checks” language, however. Exhibit B.

34. On its face, this fine-print language on the reverse side of Exhibit B is false, deceptive, misleading, confusing, and unconscionable because it directly conflicts with the terms of the settlement offer that is made on the face of Exhibit A.

35. The “Restrictive Endorsement” terms apply to “any check . . . which includes a condition . . . to the effect that . . . acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt.” Exhibit B.

36. The plain meaning of the “Restrictive Endorsement” terms language is that the terms apply to payments tendered in acceptance of the settlement offer made on the first page of Exhibit A.

37. The “Restrictive Endorsement” terms require that the payment “must only be sent to [JCS] at PO Box 7999, Department R, Saint Cloud, MN 56302-7999.” Exhibit B.

38. The “Restrictive Endorsement” terms also require the consumer to “note conspicuously on the face of the payment instrument that it is tendered for this purpose.” Exhibit B.

39. The “Restrictive Endorsement” terms allow JCS to “refuse to accept any payment that is subject to a Condition.” The “Restrictive Endorsement” terms further state that “if the payment does not comply with the foregoing and we process it, we will not be bound by any Condition.” Exhibit B.

40. The instructions for how consumers should tender settlement payments on the first page directly conflict with the “Restrictive Endorsement” terms. Exhibit B.

41. A consumer following the instructions on the first page of Exhibit B could send a check to “PO BOX 772813, CHICAGO, IL 60677-2813,” including the consumer’s “JCS Reference Number[] on the check or money order payable to: Jefferson Capital.” Exhibit B.

42. Because the consumer did not send the payment to JCS “at PO Box 7999, Department R, Saint Cloud, MN 56302-7999” and did not “note conspicuously on the face of the payment instrument that it [was] tendered” in full satisfaction of the debt, JCS could process the payment without JCS, or the creditor, being “bound by any Condition.” Exhibit B.

43. Plaintiff was confused by Exhibits A and B.

44. The unsophisticated consumer would be confused by Exhibits A and B.

45. Plaintiff had to spend time and money investigating Exhibits A and B.

46. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibits A and B.

The FDCPA

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

48. 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”).

49. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

50. 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.”

51. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

52. 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

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

54. Exhibit A misleads the unsophisticated consumer by telling the consumer that there are consumer rights “listed below” but not listing any consumer rights below.

55. The practical effect of this misleading statement is that the unsophisticated consumer is induced to call the debt collector, which uses the contact as an opportunity to obtain information about the consumer and use other high-pressure debt collection tactics to attempt to induce the consumer to pay the debt.

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

COUNT II – FDCPA

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

58. Exhibit B is a false, deceptive, misleading, confusing, and unconscionable means of collecting debt because it provides conflicting information and attempts to induce the unsophisticated consumer into tendering settlement payments that JCS can process without actually resolving the debt.

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

CLASS ALLEGATIONS

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

61. Class I (“Confusing Consumer Rights Information Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter by Defendant in the form of Exhibit A to the complaint in this action, (c) seeking to collect an alleged debt incurred for personal, family or household purposes, (d) between **July 12, 2016 and July 12, 2017**, inclusive, (e) that was not returned by the postal service.

62. Class II (“Conflicting Settlement Offer Language Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter by Defendant in the form of Exhibit B to the complaint in this action, (c) seeking to collect an alleged debt

incurred for personal, family or household purposes, (d) between July 12, 2016 and July 12, 2017, inclusive, (e) that was not returned by the postal service.

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

64. 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 Exhibits A and/or B violate the FDCPA.

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

66. 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.

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

JURY DEMAND

68. 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: July 12, 2017

ADEMI & O'REILLY, LLP

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

EXHIBIT A

PO BOX 1120
CHARLOTTE, NC 28201-1120

1

JEFFERSON
CAPITAL SYSTEMS, LLC

16 McLeland Road
Saint Cloud, MN 56303
844-362-9235 English and Español
Mon-Fri 8 AM - 3 PM Central Time



September 12, 2017



JOHN T LAKKARD
1333 W GRANADA ST APT 4
MILWAUKEE WI 53221-5100

Your Account Summary

Debt Description:	PREMIER BANKCARD MC
Account #:	XXXXXXXXXXXX1824
Current Creditor:	FIRST PREMIER BANK (FPB)
JCS Reference #:	██████████9087
Amount of the Debt:	\$1,041.49

Dear John T Lakkard:

Your referenced account has been placed with us for collections by our client FIRST PREMIER BANK (FPB).

NOTICE: Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.

Sincerely,

Jefferson Capital Systems, LLC
Jefferson Capital Systems, LLC

THIS COMMUNICATION IS FROM A DEBT COLLECTOR IN CONNECTION WITH THE ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Case 2:17-cv-00036-SEE THIS SIDE FOR IMPORTANT INFORMATION Page 1 of 1

Notice of Important Information: Consumers have rights including, but not limited to those rights listed below:

Restrictive Endorsement/Accord and Satisfaction/Post Dated Checks: Any check, money order or other instrument tendered as an accord in satisfaction, or which includes a condition, including but not limited to post dated checks, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must only be sent to us at PO Box 7999, Department R, Saint Cloud, MN 56302-7999. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by any Condition.

Exhibit B

JEFFERSON

CAPITAL SYSTEMS, LLC

16 McLeland Road, Saint Cloud, MN 56303
 844-362-9235 English and Español
 Mon-Thurs 8 AM - 8 PM,
 Fri 8AM - 3 PM Central Time



October 27, 2017

Your Account Summary

Debt Description:	PREMIER BANKCARD MC
Account #:	XXXXXXXXXXXXXXXX1824
Current Creditor:	FIRST PREMIER BANK (FPB)
JCS Reference #:	██████████9087
Amount of the Debt:	\$1,041.49

Dear John T Lakkard:

We would like to offer you two flexible options to resolve the above Amount of Debt.

1

OPPORTUNITY #1

Pay off this account with a lump sum payment of \$520.75. The amount of the debt is \$1,041.49 and we will accept \$520.75.

2

OPPORTUNITY #2 - Monthly Payments of \$50.00

We are able to set you up on the repayment schedule and discuss resolution of the amount of the debt.

844-362-9235 English and Español

MONEY GRAM
 Provide the MoneyGram representative with the information below to complete a payment:
 Receive Code: █████ 5 • Your JCS Reference Number

PO BOX 772813, CHICAGO, IL 60677-2813

Please call us toll-free at 844-362-9235 for account questions or to take advantage of our free pay-by-phone service. You may also mail your payment in the envelope enclosed.

Sincerely,
Jefferson Capital Systems, LLC
 Jefferson Capital Systems, LLC

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

▼ PLEASE DETACH THE LOWER PORTION AND RETURN YOUR PAYMENT IN THE ENVELOPE PROVIDED ▼

PO BOX 1120
 CHARLOTTE, NC 28201-1120

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October 27, 2017

JCS Letter Code - IRPASO 831150 00004431
 JeffersonCapital.WFD Page 1 of 1

Amount of the Debt	Offer Amount	Amount Enclosed
\$1,041.49	\$520.75	

Please include your JCS Reference Number ██████████9087 on the check or money order payable to: Jefferson Capital

Change of Address? Please update on reverse side.

██
 JOHN T LAKKARD

JEFFERSON CAPITAL SYSTEMS
 PO BOX 772813
 CHICAGO, IL 60677-2813

Notice of Important Information: Consumers have rights including, but not limited to those rights listed below:

Complaints: If you have a complaint, please write to us at 16 McLeland Road Dept. C Saint Cloud, MN 56303 or call us toll-free at 1-888-718-0048, Monday through Friday.

Restrictive Endorsement/Accord and Satisfaction/Post Dated Checks: Any check, money order or other instrument tendered as an accord in satisfaction, or which includes a condition, including but not limited to post dated checks, restrictive endorsement or any statement to the effect that acceptance of such instrument shall constitute full or partial satisfaction of a disputed or undisputed debt (collectively, a "Condition") must only be sent to us at PO Box 7999, Department R, Saint Cloud, MN 56302-7999. You must note conspicuously on the face of the payment instrument that it is tendered for this purpose. We reserve the right to refuse to accept any payment that is subject to a Condition. If the payment does not comply with the foregoing and we process it, we will not be bound by any Condition.

CHANGE OF NAME: Please mail your change of name request to Jefferson Capital, 16 McLeland Road, Saint Cloud, MN 56303 along with a copy of your driver's license or social security card.

Change of Address Notification		
Account Number		
Address		Apt#
City	State	Zip
Home Phone () -	Business Phone () -	Other Phone () -
Email Address		

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

JOHN LAKKARD

(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

JEFFERSON CAPITAL SYSTEMS LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<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"/> 490 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

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

December 1, 2017

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

JOHN LAKKARD,

Plaintiff(s)

v.

JEFFERSON CAPITAL SYSTEMS LLC,

Defendant(s)

Civil Action No. 17-cv-1685

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
JEFFERSON CAPITAL SYSTEMS LLC
c/o CORPORATION SERVICE COMPANY
8040 Excelsior Drive Suite 400
Madison, Wisconsin 53717

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: [WI Consumer Cites Two Collection Notices in FDCPA Lawsuit Against Jefferson Capital Systems](#)
