

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

MODESTA LUNA BENCOMO, Individually and)
on Behalf of All Others Similarly Situated,)

Plaintiff,)
v.)

SENTRY CREDIT INC.,)

Defendant.)

Case No.: 18-cv-1475

CLASS ACTION COMPLAINT

Jury Trial Demanded

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”) and the Wisconsin Consumer Act, chs. 421-427, Wis. Stats. (the “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 Modesta Luna Bencomo is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the debt arose from an agreement to defer payment.

6. Defendant Sentry Credit, Inc. (“SCI”) is a foreign business corporation with its principal offices located at 2809 Grand Avenue, Everett, Washington 98201.

7. SCI is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others and incurred for personal, family, or household purposes.

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

9. SCI is a “debt collector” as defined by 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

10. On or about July 23, 2018, Nordstrom mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to TD Bank and associated with Plaintiff’s “Nordstrom Credit Card” account with an account number ending in 1711. A copy of this account statement is attached to this complaint as Exhibit A.

11. The Nordstrom Credit Card account referenced in Exhibit A was used only for personal, family, or household purposes, including purchases of clothing and household goods from Nordstrom stores.

12. Exhibit A contains the following “PAYMENT INFORMATION”:

PAYMENT INFORMATION	
New balance	\$10,314.07
Minimum payment due	\$2,254.00
Payment due date	August 18, 2018

Exhibit A.

13. Exhibit A also contains a “PAYMENT SLIP,” which states:

Account number:	XXXX XXXX XXXX 1711
Minimum payment due:	\$2,254.00
Your new balance	\$10,314.07
Payment due date:	August 18, 2018

Exhibit A.

14. Exhibit A states that, July 23, 2018, Plaintiff’s account ending in 1711 had a “New Balance” of \$10,314.07, with a “Payment Due Date” of August 18, 2018, and a “Minimum Payment Due” of \$2,254.00

15. Exhibit A further states the following “INFORMATION ABOUT YOUR NORDSTROM ACCOUNT”:

INFORMATION ABOUT YOUR NORDSTROM ACCOUNT

TTY Service is available for the deaf and hard of hearing: 1.800.934.3898

As used below, *you* and *your* refer to the customer and *we*, *our*, *us*, and *TD Bank* refer to TD Bank USA, N.A., a national bank with its main office located in Delaware, and its successors and assignees. Your credit card is issued and credit is extended by TD Bank.

Exhibit A.

16. Exhibit A states that Plaintiff’s Nordstrom credit account “is issued and credit is extended by TD Bank.”

17. On or about August 10, 2018 SCI mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to TD Bank. A copy of this letter is attached to this complaint as Exhibit B.

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

19. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and used by SCI to attempt to collect alleged debts.

20. Exhibit B was the first letter that SCI sent to Plaintiff with respect to Plaintiff's alleged TD Bank debt.

21. Exhibit B contains the validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send debtors along with their initial communications:

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 the 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.

Exhibit B.

22. The header in Exhibit B also states:

Current Creditor: Nordstrom Inc.
Account #: Ending in 1711
Agency Account #: [REDACTED] 500

Principal: \$8,773.44
Interest: \$1,540.63
Total Balance: \$10,314.07

Exhibit B.

23. Exhibit B also contains a payment remittance slip, which contains the following:

Regarding		
Current Creditor: Nordstrom Inc.		
Account #	Balance	Amount Enclosed
[REDACTED] 1500	\$10314.07	\$

Exhibit B.

Improper Acceleration of the Debt

24. Exhibit B, mailed on August 10, 2018, during the billing cycle covered by Exhibit A and more than a week before the "Payment Due Date" stated in Exhibit A, states the "Balance" and "Total Balance" is \$10,314.07, but does not state that only a portion of that balance, the minimum payment, was due as of August 10, 2018.

25. Exhibit B, thus, represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

26. SCI's representation in Exhibit B that Plaintiff's account ending in 1711 had a "Total Balance" of \$10,314.07 is false, deceptive, misleading, and unconscionable.

27. According to Exhibit A, as of August 10, 2018, when SCI mailed Exhibit B, Plaintiff's account ending in 1711 had a "Minimum Payment Due" of \$2,254.00, and a "Payment Due Date" of August 18, 2018. Exhibit A.

28. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibit B. Exhibit B states that the "Total Balance" is \$10,314.07 without stating an amount "due" while Exhibit A seeks only a minimum payment of \$2,254.00. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) ("In the context of a debt, 'owing' an amount is distinguishable from the amount 'due.'").

29. Although only \$2,254.00 was actually due on August 10, 2018, Exhibit B attempts to collect \$10,314.07 without disclosing that only a portion of the "Total Balance" is actually due. *See Chuway v. Nat'l Action Fin. Servs.*, 362 F.3d 944, 947-48 (7th Cir. 2004) (debt collector misleads consumer by stating a "current balance" without disclosing that portion of that balance "might not yet be due, let alone overdue.").

30. SCI and TD Bank both represented the amount of the debt in a way that was confusing to the unsophisticated consumer and/or misrepresented the amount of the debt.

31. Upon information and belief, SCI and TD Bank work in a scripted process to collect TD Bank debts such as Plaintiff's.

32. Upon information and belief, SCI is fully aware of the contents and representations in Exhibit A,

33. Upon information and belief, SCI is fully aware that its letter is sent during account billing cycles wherein TD Bank has sent a statement to consumers seeking a “minimum payment” and not representing that the entire balance is due.

34. Further, Exhibit B also contains the following:

Our client Nordstrom Inc. is willing to offer you a settlement and repayment terms on your outstanding balance at this time. We would like to extend the following options to you for repaying your account balance:

Option 1: Settle your account for a lump-sum payoff of \$8,251.26. That is a reduction of 20% on your outstanding account balance.

Option 2: Lower your payment amount and settle your account in three payments of \$3,094.22. This option is a reduction of \$1,031.41 off of your outstanding balance and

Option 3: Call today for flexible repayment terms.

Exhibit B.

35. “Option 3” offers the consumer the opportunity to “call today for flexible repayment terms.”

36. Because Exhibit B does not disclose the amount actually due, the instruction in Exhibit B that the consumer should “call today for flexible repayment terms” is false, deceptive, and misleading to the unsophisticated consumer because it contradicts, overshadows, and confuses the debt validation notice and encourages the consumer to forego her verification rights by communicating disputes about what portion of the balance was actually due orally rather than in writing:

15 U.S.C. § 1692g(a)(4) 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—

...

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

37. To trigger verification rights, the debtor must provide the debt collector with written notification that there is a dispute. 15 U.S.C. § 1692g(a)(4); *see McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003) (“If the debtor gives only *oral* notification of the dispute, the FDCPA imposes no requirement on the debt collector to obtain verification of the debt.”) (citing *Fasten v. Zager*, 49 F. Supp. 2d 144, 149 (E.D.N.Y. May 20, 1999)); *see also, Bishop v. Ross Earle & Bonan, P.A.*, 817 F.3d 1268, 1273-74 (11th Cir. 2016).

38. Upon receiving a *written* dispute from the consumer within the 30-day debt validation period, the FDCPA requires the debt collector to contact the creditor and obtain verification of the debt before conducting any further collection efforts. 15 U.S.C. § 1692g(b):

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. 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.

39. Disputing a portion of the balance as not yet due is one of the most common reasons a consumer would dispute a debt under the FDCPA, and is specifically addressed as one

reason the consumer may dispute a debt. 15 U.S.C. § 1692g(a)(4) (“if the consumer notifies the debt collector in writing within the thirty-day period that the debt, *or any portion thereof*, is disputed . . .”); *see also, e.g., Chuway*, 362 F.3d at 948; *Machnik*, 2017 U.S. Dist. LEXIS 160772, at *6.

40. A request that the debt collector honor the “flexible payment terms” as stated by the creditor is in the nature of disputes under the FDCPA. *See Gruber v. Creditors' Prot. Serv.*, 742 F.3d 271, 274 (7th Cir. 2014) (request to verify an account is a dispute, because “unsophisticated consumers cannot be expected to assert their rights in legally precise phrases.”)

41. Exhibit B confusingly directs the debtor to notify the debt collector about disputes over “payment terms” without informing the consumer that these disputes must be communicated in writing in order to trigger verification. *See Osborn v. Ekpsz, LLC*, 821 F. Supp. 2d 859, 868, 870 (S.D. Tex. Sept. 26, 2011) (collecting cases and concluding that “[e]very district court to consider the issue has held that a debt collector violates §1692g(a) by failing to inform consumers that requests under subsections(a)(4) and (a)(5) must be made in writing.”); *see also, McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743-44 (N.D. Ill. July 8, 2003) (omitting the words “in writing” from the validation notice conflicted with and overshadowed the consumer’s statutory right to trigger verification); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at *9 (S.D. Ind. Sept. 25, 2017); *Crafton v. Law Firm of Levine*, 957 F.Supp.2d 992, 998 (E.D. Wis. July 9, 2013); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F.Supp.2d 841, 845 (E.D. Va. May 5, 2011); *Welker v. Law Office of Daniel J. Horowitz*, 699 F.Supp.2d 1164, 1170 (S.D. Cal. 2010); *Beasley v. Sessoms & Rogers, P.A.*, 2010 U.S. Dist. LEXIS 52010 (E.D. N.C. Mar. 1, 2010); *Nero v. Law Office of Sam Streeter, P.L.L.C.*, 655 F.Supp.2d 200, 206 (E.D.N.Y. Sept. 10, 2009); *Chan v. N. Am. Collectors, Inc.*, 2006 U.S. Dist. LEXIS 13353, at

*16 (N.D. Cal. Mar. 24, 2006); *Grief v. Wilson, Elser, Moskowitz, Edelman & Dicker, LLP*, 217 F.Supp.2d 336, 340 (E.D.N.Y. Aug. 19, 2002); *Carroll v. United Compucred Collections*, 2002 U.S. Dist. LEXIS 25032, at *28 (M.D. Tenn. Nov. 15 2002); *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990).

42. The instruction, which is offset and easily read, would confuse and mislead consumers who wish to dispute debts to believe that a debtor who disputes her debt orally is entitled to the same protections as if she had communicated her dispute in writing, when she is not so entitled. *See Camacho v. Bridgeport Fin., Inc.*, 430 F.3d 1078, 1082 (9th Cir. 2005).

The overshadowing effect is compounded because SCI states the balance without stating a minimum payment, and directs consumers to telephone SCI with questions about “flexible payment terms” --- for example, payment of the minimum payment due rather than the entire balance. *See e.g., Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990) (“The invitation to telephone unaccompanied by any warning that the notice must be in writing to be effective obscures the dispute validation notice required by 15 U.S.C. § 1692g.”); *see also, Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629 (7th Cir. 2009) (“Confusing language in a dunning letter can have an intimidating effect by making the recipient feel that he is in over his head and had better pay up rather than question the demand for payment.”); *see also Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, LLC*, 214 F.3d 872, 875 (7th Cir. 2000) (“to authorize debt collectors to comply orally would be just an invitation to the sort of fraudulent and coercive tactics in debt collection that the Act aimed (rightly or wrongly) to put an end to.”).

43. Plaintiff was misled, deceived, and confused by Exhibits A & B.

44. The unsophisticated consumer would be misled, deceived, and confused by Exhibits A & B.

45. Plaintiff had to spend time and money investigating Exhibits A & B and the consequences of any potential responses to Exhibits A & B.

The FDCPA

46. 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*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“Spuhler I”) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey*

Law Firm P.S.C., 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lanev. 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).

47. 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”).

48. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

49. 15 U.S.C. § 1692e(2)(A) specifically prohibits the false representation of “the character, amount, or legal status 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.”

53. 15 U.S.C. § 1692g states, in part:

(a) Notice of debt; contents

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

- (1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector[.]

...

(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.

54. 15 U.S.C. § 1692g(a)(1) requires that, within five days of the initial communication with a consumer, debt collectors provide written notice containing “the amount of the debt,” which is “the total amount due—interest and other charges as well as principal—*on the day the letter was sent.*” *Miller, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000) (emphasis added).

The WCA

55. 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).

56. 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).

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

58. “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.

59. 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.

60. 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).

61. 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).

62. 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.*

63. 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.”

64. 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.”

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. Prior to sending Exhibit B, SCI was aware that TD Bank had sent Plaintiff an account statement stating Plaintiff’s account had a “Minimum Payment Due” of \$2,254.00, and a “Payment Due Date” of August 18, 2018.

67. SCI represented to Plaintiff that Plaintiff’s TD Bank account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

68. SCI misrepresented the amount, character, and legal status of the debt it was collecting and attempted to collect portions of the account that were not yet due. *See, Chuway*, 362 F.3d at 948.

69. SCI advises the consumer to call about “flexible payment terms.”

70. SCI violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1), 1692g(a)(3), 1692g(a)(4), and 1692g(b).

COUNT II – WCA

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

72. In Exhibit A, TD Bank represented to Plaintiff that her account had a “Minimum Payment Due” of \$2,254.00, and a “Payment Due Date” of August 18, 2018.

73. Nonetheless, TD Bank contracted with SCI to send Exhibit B, which represented that the whole of Plaintiff’s account was past due on August 10, 2018 and attempted to collect the entire balance as though it had been properly accelerated.

74. In fact, when SCI sent Exhibit B, SCI knew that TD Bank had recently sent Plaintiff an account statement representing that her TD Bank debt had not been accelerated.

75. Defendants violated Wis. Stat. §§ 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

76. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin, (b) who were sent an account statement in the form of Exhibit A, (c) and subsequently were sent a debt collection letter in the form of Exhibit B, (d) seeking to collect a debt for personal, family, or household purposes, (e) between September 20, 2017 and September 20, 2018, inclusive, (e) that was not returned by the postal service.

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

78. 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 Defendants complied with the FDCPA and/or the WCA.

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

80. 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.

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

JURY DEMAND

82. 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: September 20, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fructher (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000

(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

NORDSTROM

NORDSTROM CREDIT CARD STATEMENT

June 23 to July 23, 2018

Modesta L Luna Bencomo

Account number: XXXX XXXX XXXX 1711

ACCOUNT SUMMARY

Your previous month's balance		\$10,314.07
Fees charged	+	0.00
Interest charged	+	0.00
Your total balance	=	\$10,314.07

BALANCE SUMMARY

Total balance	=	\$10,314.07
Total Promotional balance	-	0.00
Your new balance (subject to interest charges)	=	\$10,314.07

Credit line: \$7,000 Available credit: \$0
 Cash line: \$0 Available cash: \$0

>Your account is past due, please make payment arrangements.
 Due to the delinquent status of this account, access to the available line of credit may be restricted.

PAYMENT INFORMATION

New balance	\$10,314.07
Minimum payment due	\$2,254.00
Payment due date	August 18, 2018

Late payment warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your Annual Percentage Rate (APR) may be increased to a Penalty APR of 31.65%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	15 year(s)	\$10,314.00

If you would like information about credit counseling services, call **1-866-861-2227**.

To avoid interest charges on purchases, pay your new balance by August 18, 2018.

Questions?

Call us at **1-800-964-1800**

Go online to www.nordstromcard.com

Write to us

For billing inquiries: **P.O. Box 13589, Scottsdale, AZ 85267**

For other correspondence: **P.O. Box 6555, Englewood, CO 80155**

5951 0001 RZH 1 7 15 180723 0 X PAGE 1 of 2 20 3590 1000 RN54 0 2602

PAYMENT SLIP



Please return this payment slip in the enclosed envelope with your check payable to Nordstrom.

Information change?
 Please check this box and provide your new contact information on the back of this slip.

Account number: XXXX XXXX XXXX 1711
 Minimum payment due: \$2,254.00
 Your new balance: \$10,314.07
 Payment due date: August 18, 2018

Amount enclosed:

\$

MODESTA L LUNA BENCOMO 2602

NORDSTROM
 PO Box 79139
 PHOENIX AZ 85062-9139



INFORMATION ABOUT YOUR NORDSTROM ACCOUNT

TTY Service is available for the deaf and hard of hearing: 1.800.934.3898

As used below, *you* and *your* refer to the customer and *we*, *our*, *us*, and *TD Bank* refer to TD Bank USA, N.A., a national bank with its main office located in Delaware, and its successors and assignees. Your credit card is issued and credit is extended by TD Bank.

Billing rights summary:

What to do if you think you found a mistake on your statement.

If you think there is an error on your statement, write to us at: Nordstrom, P.O. Box 6555, Englewood, CO 80155-6555.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your rights if you are dissatisfied with your credit card purchases.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Nordstrom, P.O. Box 6555 Englewood, CO 80155-6555.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Privacy Notice: Federal law requires us to tell you how we collect, share, and protect your personal information. Our Nordstrom Credit Card Privacy Notice has not changed and you may review our policy and practices with respect to your personal information at nordstrom.com/creditcardprivacynoticeprint or we will mail you a free copy upon request if you call us at 1.866.759.0151.

Making payments: You must always pay at least the *Minimum Payment Due* in time for it to reach us by the Payment due date. Any payment received after 5:00 p.m. Mountain Standard Time (Arizona) on any business day, at the address specified in this paragraph, will be credited the next business day. To prevent delays, make your payment by check or money order payable to Nordstrom and write your account number on it. You must include your payment stub, and don't send cash. Send retail payments to P.O. Box 79139, Phoenix, AZ 85062; send Visa payments to P.O. Box 79137, Phoenix, AZ 85062. If your payment doesn't meet these requirements, we may not credit it to your account for

up to five (5) days, or we may reject it. We can accept late or partial payments and checks or money orders marked *Payment in full* without losing our right to the full amount owing on your account or any of our other rights under the *Nordstrom Credit Card Agreement*. You understand you may pay the unpaid balance in whole, or in part, at any time. Communications about disputed debts, including instruments tendered as full satisfaction of a debt, must be sent to us at: Nordstrom, P.O. Box 13589, Scottsdale, AZ 85267. Send mailing address changes and other correspondence to us at: Nordstrom, Colorado Service Center, P.O. Box 6555, Englewood, CO 80155.

Telephone communications: You agree that we and our representatives on our behalf may monitor and/or record your calls for quality assurance and other appropriate purposes, unless, at the commencement of each telephone conversation, you advise the representative assisting you that you do not wish the call to be monitored and/or recorded. You authorize us and our representatives to make telephone calls to you or to send you text messages at any telephone number you have given us and our representatives or from which you have telephoned, including, without limitation, cellular or mobile phones. You authorize us and our representatives to make such telephone calls and/or leave pre-recorded messages, using automatic telephone dialing devices at any telephone number you have given to us and our representatives for any purpose related to your account.

Email communications: By providing your email address, you are consenting to receive marketing updates from Nordstrom at your email address.

Inaccurate credit information: If you believe that we have inaccurate information about you, write to us at: Nordstrom, P.O. Box 6555 Englewood, CO 80155-6555. Also write to us if you think we have reported or may report inaccurate information to a credit reporting agency.

Notice about electronic check conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Notice to past-due customers: If there is a message on this statement that your account is past due, this is an attempt to collect a debt; any information we obtain will be used for that purpose.

Daily balance method for computation of the balances subject to interest charges: In this paragraph, a separate balance for *Nordstrom Purchases*, *Non-Nordstrom Purchases* or *Cash Advances* is sometimes called a "*Balance Category*." Your billing statement may show a single calculation of Interest Charges for multiple *Balance Categories* if the same *Daily Periodic Rate* applies to the *Balance Categories*. We figure the *Interest Charge* by applying the periodic rate to the "*daily balance*" of your account for each day in the billing cycle. To get the "*daily balance*" of a *Balance Category*, we take the beginning balance of that *Balance Category* each day, add any new transactions or charges and subtract any credits or payments (or portions thereof) that are applicable to that *Balance Category*. This gives us the *daily balance* for each *Balance Category*. Each day's *Interest Charge* on a *Balance Category* is added to the *daily balance* of that *Balance Category* to get the beginning balance for the next day and will be part of the *Balance Category* on which future *Interest Charges* are assessed until paid. *Late Payment Fees* and/or *Return Payment Fees* are prorated and allocated to the *Balance Categories* based on the balances of your *Balance Categories* on the day you incur the *Late Payment Fee* or *Return Payment Fees*. Miscellaneous fees will be added to your *Nordstrom Purchase balance category* on the day you incur the fee. We will round daily *Interest Charge* calculations for a *Balance Category* to the nearest whole cent. If you paid in full the *New Balance* shown on your previous month's billing statement by the specified payment *Due Date*, we will consider your *daily balance* of *Nordstrom Purchases* and *Non-Nordstrom Purchases* to be zero for each day of the current month's billing cycle. A credit balance on a *Balance Category* is considered to be zero for purposes of calculating the balance subject to *Interest Charges*.

Nordstrom Rewards: The Nordstrom Rewards Program (the "Program") is offered exclusively by Nordstrom, Inc. and is subject to change at any time and in any way. Please visit www.nordstromrewards.com and click on the "Nordstrom Rewards Terms and Conditions" link located at the bottom of the page for the complete rules of the Program. Nordstrom will provide notice to you in the event the Program ends or a major change is made to it.

PLEASE REVIEW ALL FRONT AND BACK PAGES OF YOUR BILLING STATEMENT FOR COMPLETE DISCLOSURES.

CHANGE OF INFORMATION

Name (first, middle initial, last)		Account #	
Street address		Apt. #	
City	State	Zip	
{ }	{ }	{ }	
Home phone	Cellphone	Business phone	Ext.
Email address			

01AA5951 - 1 - 01/30/15

June 23 to July 23, 2018

Modesta L Luna Bencomo

Account number : XXXX XXXX XXXX 1711

Information Regarding Your Nordstrom Account

NEW! Text us to make payments, shop at Nordstrom without your card, manage your Nordstrom card account and more. Simply text "Hi Nordstrom" to 85224 to get the convo started. (Message and data rates may apply.)

DETAILS OF YOUR TRANSACTIONS

FEEES

Date	Description	Amount (\$)
	Total fees for this period	0.00

INTEREST CHARGED

Description	Amount (\$)
Interest charged on purchases	0.00
Interest charged on cash advances	0.00
Total interest for this period	0.00

TOTAL FEES AND INTEREST CHARGED FOR THE YEAR TO DATE

Description	Amount (\$)
Total fees charged to date in 2018	212.00
Total interest charged to date in 2018	1,272.34

PLEASE NOTE

GO PAPERLESS!
Visit nordstromcard.com to enroll in paperless statements. It's convenient, safe, and clutter-free, plus it keeps your account info at your fingertips anywhere, any time - from any device. It's good to go green!

Payment Options
We offer many convenient ways to pay your bill - pay by phone at 1.877.519.1660, online at nordstromcard.com, or at any Nordstrom and Nordstrom Rack store in the U.S.

Always On Time
With Nordstrom Autopay, your Nordstrom account is automatically paid on time, even while you're out of town. Sign up now at nordstromcard.com.

Avoid Interest Charges
Pay your new balance by your payment due date and avoid incurring interest charges on your purchases.

24/7 Assistance
Our Customer Service Representatives are available 24 hours a day, 7 days a week to assist you at 1.800.964.1800.

INTEREST CHARGE CALCULATION

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

*APRs are a variable rate.

Type of balance	Expires statement Ending	Balance subject to interest rate (\$)	Annual Percentage Rate (APR)	Interest charged (\$)
Nordstrom purchases		0.00	31.65% *	0.00
Cash advances		0.00	31.65% *	0.00
Total				0.00



Exhibit B

Current Creditor: Nordstrom Inc.
Account #: Ending in 1711
Agency Account #: [REDACTED] 500

Principal: \$8,773.44
Interest: \$1,540.63
Total Balance: \$10,314.07

You are hereby notified:

1. That the above account has been referred to us for collection.
2. That the above entitled account is in default and your attention is needed to resolve this matter.

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 the 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.

Our client Nordstrom Inc. is willing to offer you a settlement and repayment terms on your outstanding balance at this time. We would like to extend the following options to you for repaying your account balance:

- Option 1:** Settle your account for a lump-sum payoff of \$8,251.26. That is a reduction of 20% on your outstanding account balance.
- Option 2:** Lower your payment amount and settle your account in three payments of \$3,094.22. This option is a reduction of \$1,031.41 off of your outstanding balance and
- Option 3:** Call today for flexible repayment terms.

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

DEPT 988
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED



MODESTA LUNA BENCOMO



Regarding		
Current Creditor: Nordstrom Inc.		
Account #	Balance	Amount Enclosed
[REDACTED] 1500	\$10314.07	\$

Make Check Payable to:

SENTRY CREDIT, INC.
P.O. Box 12070
EVERETT, WA 98206-2070



STATE SPECIFIC RIGHTS

For **CALIFORNIA** residents: The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission 1-877-FTC-HELP or www.ftc.gov.

Nonprofit credit counseling services may be available in the area.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

For **COLORADO** residents: Our physical in-state office is located at 7200 S Alton Way, Ste B180, Centennial, CO 80112 The phone number is 303-309-3839.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any action authorized by law to collect the debt.

For **CONNECTICUT** residents: The following notice pertains to medical collections only.

Each hospital which holds or administers one or more hospital bed funds shall require its collection agents, in all bills and collection notices, to include a one-page summary describing the hospital bed fund and how to apply for such funds. The summary shall also describe any free or other reduced cost policies for the indigent and shall clearly distinguish hospital bed funds from other sources of financial assistance. The summary shall include notification that the patient is entitled to reapply upon rejection and that additional funds may be available on an annual basis. In addition, the collection agency must provide notice to the patient whether the hospital deems the patient an insured patient or an uninsured patient and the reasons for such determination.

For **MASSACHUSETTS** residents: NOTICE OF IMPORTANT RIGHTS:

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY 10 DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For **MINNESOTA** residents: This collection agency is licensed by the Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact us and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

For **NEVADA** residents:

The following notice pertains to medical collections only.

If the consumer pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: (1) an acknowledgment of the debt by the consumer; and (2) a waiver by the consumer of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt; and (3) if the consumer does not understand or has questions concerning his/her legal rights or obligations relating to the debt, the debtor should seek legal advice.

For **NEW YORK** residents: New York City Department of Consumer Affairs License #1015434 City of Buffalo Department of Economic Development License #212087.

For **NORTH CAROLINA** residents: North Carolina Permit number 4518.

For **TENNESSEE** residents: Sentry Credit, Inc. is licensed by the collection service board of the department of commerce and insurance.

For **UTAH** residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described on the front of this letter, in the FDCPA required validation notice.

For **WYOMING** residence: As required by law, you are hereby notified that a negative credit report on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

This communication is from a debt collector.

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
MODESTA LUNA BENCOMO

(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
SENTRY CREDIT INC.,

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 <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	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	IMMIGRATION
<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	<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	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <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	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <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 <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 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: September 20, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark A. Eldridge

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

MODESTA LUNA BENCOMO

Plaintiff(s)

v.

SENTRY CREDIT INC.,

Defendant(s)

Civil Action No. 18-cv-1475

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
SENTRY CREDIT INC.,
c/o MICHAEL B MATHIS
2809 GRAND AVE
EVERETT, WA 98201

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: [Sentry Credit Falsely Represented Woman's Debt as Accelerated, Class Action Claims](#)
