

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

KRISTINE NIMMER, Individually and on Behalf) of All Others Similarly Situated,) Plaintiff,) v.) HUNTER WARFIELD OF NEW ENGLAND,) INC.,) Defendant.)	Case No.: 18-cv-1859 CLASS ACTION COMPLAINT Jury Trial Demanded
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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, Ch. 421-427, Wis. Stats. (the “WCA”).

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff 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 Kristine Nimmer 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 her a debt allegedly incurred for personal, family, or household purposes.

5. Plaintiff is a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt allegedly arose from consumer credit transaction, namely a consumer credit card account opened and used only for personal, family, or household purposes.

6. Defendant Hunter Warfield of New England, Inc. (“Hunter”) is a foreign corporation with its principal place of business located at 4620 Woodland Corporate Boulevard, Tampa, FL 33614.

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

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

9. Hunter is a debt collector as defined in the FDCPA, 15 U.S.C. § 1692a.

10. Hunter is also a “debt collector” as defined by Wis. Stat. § 427.103(3), in that Hunter is directly engaged in the business of a collection agency, soliciting claims for collection and collecting such claims alleged to be owed or due a merchant by a customer.

11. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added).

12. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

13. Hunter is licensed as a “Collection Agency” by the Division of Banking in the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

14. Hunter is a debt collector as defined in Wis. Stat. § 427.103(3).

FACTS

15. On or about October 1, 2018 Hunter mailed a debt collection letter to Plaintiff regarding an alleged debt owed to “MIDWEST LIFESTYLES, LLC.” A copy of this letter is attached to this Complaint as Exhibit A.

16. Upon information and belief, the alleged debt referenced in Exhibit A was incurred by use of an open-end retail credit account, which was used exclusively for personal, family, or household purposes, namely, the purchase of household goods and services. *See* <https://premierbridewisconsin.com/moreinfo/royal-prestige-midwest-lifestyles-llc-980>.

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

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

19. Exhibit A includes the following representations:

CREDITOR	MIDWEST LIFESTYLES, LLC
CREDITOR ACCOUNT NUMBER	██████████1358
DATE	10/01/2018
ACCOUNT NUMBER	██████████282
PRINCIPAL	\$3,309.52
INTEREST	\$483.73
AMOUNT DUE	\$3,793.25

20. Exhibit A thus indicates that Plaintiff's alleged debt is associated with a "CREDITOR ACCOUNT NUMBER" ending in 1358 and that the "CREDITOR" of Plaintiff's alleged debt is "MIDWEST LIFESTYLES, LLC."

21. Upon information and belief, "MIDWEST LIFESTYLES, LLC" is not the creditor of Plaintiff's alleged debt associated with an account ending in 1358.

22. Upon information and belief, the actual creditor of Plaintiff's alleged debt associated with an account ending in 1358 is Hy Cite Enterprises, LLC, d/b/a "Hy Cite Finance" ("HCE").

23. On or about October 26, 2015 HCE mailed an account statement to Plaintiff regarding the same account as referenced in Exhibit A, with an account number ending in 1358. A copy of this letter is attached to this Complaint as Exhibit B.

24. Exhibit B contains no reference to an entity by the name of "MIDWEST LIFESTYLES, LLC."

25. By listing "MIDWEST LIFESTYLES, LLC" as the "CREDITOR," Exhibit A is thus false, deceptive, and misleading as to the name of the creditor to whom Plaintiff's alleged debt is owed. *See, e.g., Berres v. Attention, LLC*, 05-cv-0311, 2006 U.S. Dist. LEXIS 67059, at *3 (E.D. Wis. Feb. 14, 2006) ("because plaintiff seeks to add a second count charging that American Honda Finance was the true creditor rather than Honda Primary Lease, which was named in the collection letter, the proposed amendment would **not** be futile.") (emphasis in original); *see also, Blarek v. Creditors Interchange*, No. 05-cv-1018, 2006 U.S. Dist. LEXIS 60595, at *3-4 (E.D. Wis. Aug. 25, 2006) (collecting cases and concluding that, "[g]enerally speaking, a FDCPA plaintiff states a claim when she alleges that the collection letter names the creditor in a manner that is unclear or confusing.").

26. Additionally, Exhibit B lists a “New Balance” of \$3,379.71.

27. Exhibit B also indicates that it is a “FINAL NOTICE” and includes the following representation:

Time is of the essence and this matter requires your immediate attention. If your account remains three payments past due at the end of this month it will be reported as a bad debt to the National Credit Reporting Agencies and the balance of your account may be turned over to a collection service to collect the balance on your account, plus all applicable fees. We trust you do not want to damage your credit beyond repair and that you would like to deal with one of our account representatives rather than a collection agency. Therefore, please call us immediately at 1 (800) 280-9709 to make arrangements to bring your account up to date.

28. Upon information and belief, HCE charged-off the account ending in 1358 on or around October 31, 2015.

29. Upon information and belief, HCE accelerated the balance of the account sometime between October 31, 2015 and when Hunter mailed Exhibit A. See, Exhibit B (“If your account remains three payments past due at the end of this month . . . the *balance* of your account may be turned over to a collection service to collect the *balance* on your account, plus all applicable fees.”) (emphasis added).

30. Exhibit A also includes the following statement:

If you fail to take advantage of this offer, interest will accrue making your payoff greater than the amount set forth above. Because of interest at the rate of 5.0%, late fees, or other charges that may vary from day to day, the amount due on the day you pay may be greater than the amount shown above. Hence, if you make payment more than 30 days after the date of this letter, an adjustment may be necessary after we receive your check, in which event we will inform you. Please contact our office for your payoff.

31. The statement that “because of interest at the rate of 5.0%, late fees, or other charges that may vary from day to day, the amount due on the day you pay may be greater” is a material representation that the creditor or debt collector may add late fees. See, e.g., *Boucher v. Fin. Sys. of Green Bay*, 880 F.3d 362, 368 (7th Cir. 2018).

32. Upon information and belief, the representation that the balance may increase as a result of “late fees, or other charges that may vary from day to day” is false.

33. Upon information and belief, Hunter does not add any “late fees, or other charges that may vary from day to day” to accounts such as Plaintiff’s in the ordinary course of business.

34. Upon information and belief, HCE does not add any “late fees, or other charges that may vary from day to day” to accounts such as Plaintiff’s in the ordinary course of business.

35. Upon information and belief, HCE does not direct Hunter to add any “late fees, or other charges that may vary from day to day” to accounts such as Plaintiff’s in the ordinary course of business.

36. Upon information and belief, Hunter cannot add any “late fees, or other charges that may vary from day to day” to Plaintiff’s account.

37. The WCA specifically prohibits the attachment of collection fees and other “default charges” on consumer credit transactions, even if the fee is separately negotiated.

38. Wis. Stat. § 422.413(1) provides:

no term of a writing evidencing a consumer credit transaction may provide for any charges as a result of default by the customer other than reasonable expenses incurred in the disposition of collateral and such other charges as are specifically authorized by chs. 421 to 427.

See also Patzka v. Viterbo College, 917 F. Supp. 654, 659 (W.D. Wis. 1996).

39. Each transaction underlying Plaintiff’s alleged debt constitutes a consumer credit transaction. Wis. Stat. § 421.301(10).

40. Neither Wis. Stat. § 422.202, entitled “Additional charges,” nor any other section of the WCA, lists any permissible fees that Midwest Lifestyles or Hunter could charge in connection with a post-charge off credit card account.

41. Even if a provision of any agreement between Plaintiff and Midwest Lifestyles would purport to permit Hunter to impose a collection fee or other post-charge off fees or costs, the WCA prohibits such fees. Wis. Stat. § 421.106(1) (“Except as otherwise provided in chs. 421 to 427, a customer may not waive or agree to forego rights or benefits under chs. 421 to 427.”); *Boucher*, 880 F.3d at 367 (“a dunning letter is false and misleading if it ‘impl[ies] that

certain outcomes might befall a delinquent debtor when, legally, those outcomes cannot come to pass.”) (quoting *Lox v. CDA, Ltd.*, 689 F.3d 818, 825 (7th Cir. 2012)).

42. Further, upon information and belief, HCE has accelerated the balance of the debt referenced in Exhibit A and cannot attempt to collect late fees as a matter of law after the debt has been accelerated and there are no monthly installment payments to become “due” unless the creditor actually reinstates the loan. *See, e.g., Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 793 n.1 (7th Cir. 2003) (collecting cases); *see also, Rodriguez v. Codilis & Assocs., P.C.*, No. 17-cv-3656, 2018 U.S. Dist. LEXIS 54898, at *11-12 (N.D. Ill. Mar. 30, 2018) (“As Rodriguez points out, BSI cannot impose late charges for failure to make monthly payments after a loan has been accelerated.”) (citing *Rizzo*, 351 F.3d at 793 n.1).

43. The statement in Exhibit A, that “because of interest, late charges, and other charges that may vary from day to day, the amount owed on the day you pay may be greater,” is a materially false, deceptive, and misleading representation that the creditor, or the debt collector could, and would, attempt to collect these charges.

44. The statement in Exhibit A that “because of ... late fees, or other charges that may vary from day to day, the amount due on the day you pay may be greater than the amount shown above,” is a material representation that the creditor, or the debt collector, may impose “late charges and other charges’ under Wisconsin law.” *Id.*

45. Furthermore, Exhibit A also includes the following statement:

All States: 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. The collection agent assigned to your account may change from time to time. If you experience any difficulty finding the appropriate collection agent handling your account, contact the collection manager at 866-494-9902.

46. The unsophisticated consumer would understand the statement “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” to be a representation that Hunter and/or the creditor would in fact report their alleged debt as delinquent to a credit reporting agency (“CRA”) if they failed to tender payment as demanded by the collection letter, Exhibit A. See, e.g., *Lox v. CDA, Ltd.*, 689 F.3d 818, 825 (7th Cir. 2012) (citing *Gonzales v. Arrow Fin. Servs., LLC*, 660 F.3d 1055, 1063 (9th Cir. 2011)); *Cooper v. Retrieval-Masters Credit Bureau, Inc.*, 2017 U.S. Dist. LEXIS 84693, *7, 2017 WL 2404952 (N.D. Ill. June 2, 2017).

47. Similarly, the unsophisticated consumer would understand the statement “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” be a representation that Hunter and/or the creditor had not yet reported their alleged debt as delinquent to any CRA and that such a negative credit report could be avoided if they tendered payment as demanded by the collection letter, Exhibit A. See, e.g., *Johnson v. Enhanced Recovery Co., LLC*, 228 F. Supp. 3d 870 (N.D. Ind. 2017).

48. Upon information and belief, Plaintiff’s alleged debt had already been reported as delinquent to one or more CRAs prior to October 1, 2018. See, Exhibit B (“If your account remains three payments due at the end of this month it will be reported as a bad debt to the National Credit Reporting Agencies . . .”).

49. Thus, the statement 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” is false, deceptive, and misleading because it misrepresents both that Hunter and/or the original creditor would report Plaintiff’s alleged debt to CRAs and that no such report had been made as of the time Hunter’s letter, Exhibit A, had been sent.

50. False, deceptive, and misleading representations regarding credit reporting are material misrepresentations, and Defendant falsely represented that Plaintiff could avoid having a negative item on her credit report by settling the debt pursuant to the offer in Exhibit A:

Credit reports matter, and damage to one's report can occur in a moment but take a decade or more to repair. Johnson's claim is that a consumer would think ERC's letter was an offer to let her avoid a black mark on her credit by paying a reduced debt amount, which may be in reach while the original debt wasn't. If Johnson is correct about how the unsophisticated consumer would interpret ERC's letter, the statements are certainly material. Consumers with debts in collection are generally people doing their best in the face of a tough situation that requires them to make difficult choices. "[T]here is universal agreement among scholars, law enforcement officials, and even debt collectors that the number of persons who willfully refuse to pay just debts is minuscule. The vast majority of consumers who obtain credit fully intend to repay their debts." By offering (or appearing to offer) a consumer a way to keep one delinquency off her credit report, a debt collector might get itself bumped to the top of her list of payments to make. That makes the offer material...

Johnson, 228 F. Supp. 3d at 878 (internal citations omitted).

- 51. Plaintiff was confused and misled by Exhibit A.
- 52. The unsophisticated consumer would be confused and misled by Exhibit A.
- 53. Plaintiff had to spend time and money investigating Exhibit A, and the consequences of any potential responses to Exhibit A.

The FDCPA

54. 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) (“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.”); *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).

55. 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”).

56. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

57. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

58. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

59. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

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

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

The WCA

62. 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).

63. 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).

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

65. “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.

66. 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.

67. 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).

68. 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).

69. 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.*

70. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer or a person related to the customer with such frequency of at such unusual hours or in such a manner as can reasonably be expected to threaten or harass the customer.”

71. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

72. 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.”

73. 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.”

74. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, has found that "conduct which violates the Federal Fair Debt Collection Practices Act" can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) ("Oppressive and deceptive practices prohibited.").

COUNT I – FDCPA

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

76. By indicating that the “CREDITOR” of Plaintiff’s alleged debt as “MIDWEST LIFESTYLES, LLC,” Exhibit A is false, deceptive, and misleading as to the actual creditor to whom Plaintiff’s alleged debt is owed.

77. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(A), and 1692e(10).

COUNT II – FDCPA

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

79. By stating “[b]ecause of interest at the rate of 5.0%, late fees, or other charges that may vary from day to day, the amount due on the date you pay may be greater than the amount shown above,” Exhibit A falsely threatens to impose late fees and collection charges which Hunter did not intend to impose, does not impose in the ordinary course of business, and lacked the legal authority to impose under Wisconsin law.

80. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), 1692e(10), 1692f, and 1692f(1).

COUNT III – FDCA

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

82. By stating “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” Exhibit A is false, deceptive, and misleading because it misrepresents both that Hunter and/or the original credit would report Plaintiff’s alleged debt to CRAs

83. By stating “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” Exhibit A is also false, deceptive, and misleading and that no such report had been made as of the time Hunter’s letter had been sent.

84. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), and 1692f.

COUNT IV -- WCA

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

86. By stating “[b]ecause of interest at the rate of 5.0%, late fees, or other charges that may vary from day to day, the amount due on the date you pay may be greater than the amount shown above,” Exhibit A falsely threatens to impose late fees and collection charges which Hunter did not intend to impose, does not impose in the ordinary course of business, and lacked the legal authority to impose under Wisconsin law.

87. By stating “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” Exhibit A falsely threatens to take an action which Hunter did not intend to take and does not impose in the ordinary course of business.

88. Defendant thereby violated Wis. Stat. § 427.104(1)(j).

CLASS ALLEGATIONS

89. Plaintiff brings this action on behalf of four Classes.

90. Class I consists of (a) all natural persons in the United States of America, (b) who were sent collection letters in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) between November 26, 2017 and November 26, 2018, inclusive, (e) that was not returned by the postal service.

91. Class II consists of (a) all natural persons in the State of Wisconsin, (b) who were sent collection letters in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) between November 26 2017 and November 26, 2018, inclusive, (e) that was not returned by the postal service.

92. Class III consists of (a) all natural persons in the United States of America, (b) who were sent collection letters in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) which list the “CREDITOR” as “MIDWEST LIFESTYLES, LLC,” (e) between November 26, 2017 and November 26, 2018, inclusive, (f) that was not returned by the postal service.

93. Class IV consists of (a) all natural persons in the State of Wisconsin, (b) who were sent collection letters in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes, (d) which list the “CREDITOR” as “MIDWEST LIFESTYLES, LLC,” (e) between November 26, 2017 and November 26, 2018, inclusive, (f) that was not returned by the postal service.

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

95. 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 Exhibit A and/or Exhibit B violate the FDCPA.

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

97. 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.

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

JURY DEMAND

99. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

- (a) actual damages;
- (b) statutory damages;

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

Dated: November 26, 2018


ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (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

TTHWAR01
 PO Box 1280
 Oaks PA 19456-1280
 ADDRESS SERVICE REQUESTED

CREDITOR	MIDWEST LIFESTYLES, LLC
CREDITOR ACCOUNT NUMBER	██████████1358
DATE	10/01/2018
ACCOUNT NUMBER	██████████282
PRINCIPAL	\$3,309.52
INTEREST	\$483.73
AMOUNT DUE	\$3,793.25


 KRISTINE NIMMER
 7638 W Waterford Ave Apt 3
 Milwaukee WI 53220-2257

RESOLUTION OFFER

For a limited time, you can resolve your account for the reduced amount of \$2,275.95. This is approximately a 40% SAVINGS!! Pay online with check or credit card at: www.payhwi.com. Paying online allows you the ability of paying when it's convenient for you. Or, contact a representative at 844-486-8729 for details or questions regarding this offer.

Pay now and SAVE!!!!

Payment must be received within 30 days from the date of this letter. We are not obligated to renew this offer. If more than 30 days have passed, please contact our office to see if the offer is still valid.

If you fail to take advantage of this offer, interest will accrue making your payoff greater than the amount set forth above. Because of interest at the rate of 5.0%, late fees, or other charges that may vary from day to day, the amount due on the day you pay may be greater than the amount shown above. Hence, if you make payment more than 30 days after the date of this letter, an adjustment may be necessary after we receive your check, in which event we will inform you. Please contact our office for your payoff.

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Sincerely,
 Ana Ventura
 Hunter Warfield of New England, Inc.

- Pay on-line at www.payhwi.com. You will need your Account Number ██████████3282 and PIN Code ██████████
- Go paperless! Just go to Hunterwarfield.com and click on the "Email Us" button.
- Hunter Warfield can be reached at (844) 440-2806; if you are a New York City resident please call 866-494-7360. **Hours of operation Mon-Fri 8am to 5pm EST**
- Pay by Mail by sending your check, money order, certified funds or credit card information along with this remittance stub.

IF PAYING BY CREDIT CARD OR CHECK, FILL OUT BELOW • CHECK METHOD OF PAYMENT

<input type="checkbox"/> MC	<input type="checkbox"/> VISA	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> DIS	<input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> AMEX	<input type="checkbox"/>	<input type="checkbox"/>
CARD/CHECK NUMBER		CARD EXP DATE		CVV			
SIGNATURE							
ACCOUNT NAME KRISTINE NIMMER				ACCOUNT NUMBER ██████████3282			
CREDITOR NAME MIDWEST LIFESTYLES, LLC				AMOUNT PAID			



4620 Woodland Corporate Blvd
 Tampa, FL 33614

005895

1 of 1

**FEDERAL AND STATE DEBT COLLECTION LAWS AND/OR THE FAIR CREDIT REPORTING ACT
REQUIRE THE FOLLOWING DISCLOSURES:**

Required by Fair Debt Collection Practices Act: This is an attempt to collect a debt and any information obtained will be used for that purpose.

Required by Fair Credit Reporting Act: You have a right to inspect your credit report.

All States: 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. The collection agent assigned to your account may change from time to time. If you experience any difficulty finding the appropriate collection agent handling your account, contact the collection manager at 866-494-9902.

WISCONSIN: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

PAYMENT DISCLOSURES:

Payment by Check: 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.

Exhibit B

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$3301.33
Payments	\$0
Other Credits	\$0
Purchases	\$0
Past Due Amount	\$260.00
Fees Charged	\$25.00
Interest Charged	\$53.38
New Balance	\$3379.71
Available Credit	\$125.00
Statement Closing Date	10/26/2015
Days in Billing Cycle	30

PAYMENT INFORMATION	
Account Number	██████████1358██████████
Minimum Payment Due	\$390.00
Payment Due Date	11/20/2015
Annual Percentage Rate (APR)	21.00
Balance Subject to Interest Rate	\$3092.44
Interest Charge	\$53.38

TRANSACTIONS			
Transaction Date	Post Date	Description of Transaction or Credit	Amount
10/06/2015	10/06/2015	LATE PAYMENT FEE FOR 8/26/2015 STATEMENT	\$25.00

Your contract is in default. Please remit total delinquent payments of \$260.00 immediately. Another payment is due on 11/20/2015 for \$130.00.

** Your account is currently past due. To have your payment applied as quickly as possible, you may pay online at <https://customers.hycite.com>.

FINAL NOTICE
 Time is of the essence and this matter requires your immediate attention. If your account remains three payments past due at the end of this month it will be reported as a bad debt to the National Credit Reporting Agencies and the balance of your account may be turned over to a collection service to collect the balance on your account, plus all applicable fees. We trust you do not want to damage your credit beyond repair and that you would like to deal with one of our account representatives rather than a collection agency. Therefore, please call us immediately at 1 (800) 280-9709 to make arrangements to bring your account up to date.

QUESTIONS ON PRODUCT USAGE, WARRANTY OR SERVICE CALL: 800-279-3373

QUESTIONS REGARDING BILLING (PAYMENTS OR BALANCE) CALL: 800-280-9708

FEES	
Late Fee	\$25.00
Returned Payment Fee	\$0.00
Other Fees	\$0.00
Total Fees for this Period	\$25.00

INTEREST CHARGED	
Interest Charge on Purchases	\$53.38
Total Interest for this Period	\$53.38

TOTALS YEAR-TO-DATE	
Total Fees Charged YTD	\$100.00
Total Interest Charged YTD	\$398.87

DETACH HERE—RETURN BOTTOM PORTION TO INSURE PROPER CREDIT TO YOUR ACCOUNT. NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Please make check payable to:
 HY CITE FINANCE
 PO BOX 2904
 MILWAUKEE, WI 53201-2904

Check box if address, telephone or Email has changed. Print changes on back.

NEW BALANCE \$3379.71
 MINIMUM PAYMENT \$390.00
 PAYMENT DUE DATE 11/20/2015

ACCOUNT NO. ██████████ 358 ██████████

AMOUNT ENCLOSED					

000001262 01 AB 0.416 #000000007
 *****AUTO**3-DIGIT 532

000001262
 KRISTINE M NIMMER
 7638 W Waterford Ave Apt 3
 Milwaukee, WI 53220-2257

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

KRISTINE NIMMER

(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

HUNTER WARFIELD OF NEW ENGLAND, 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	PERSONAL INJURY	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 Liability	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<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"/> 365 Personal Injury - 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"/> 368 Asbestos Personal Injury Product Liability	<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	PERSONAL PROPERTY	<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"/> 370 Other Fraud	<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"/> 371 Truth in Lending	<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"/> 380 Other Personal Property Damage	<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	<input type="checkbox"/> 385 Property Damage 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			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<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	CIVIL RIGHTS	PRISONER PETITIONS	<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"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<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"/> 442 Employment	Habeas Corpus:	<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"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<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"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

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

November 26, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ 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

KRISTINE NIMMER

Plaintiff(s)

v.

HUNTER WARFIELD OF NEW ENGLAND, INC.

Defendant(s)

Civil Action No. 18-cv-1859

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HUNTER WARFIELD OF NEW ENGLAND, INC.
c/o HOGAN CONSULTING LLC
300 PROGRESSIVE DR #B
COTTAGE GROVE, WI 53527

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: [Hunter Warfield of New England Accused of Debt Collection Abuses by Wisconsin Consumer](#)
