

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

MARY SCHNEIDER, Individually and on Behalf) of All Others Similarly Situated,) Plaintiff,) vs.) PROFESSIONAL PLACEMENT SERVICES) LLC and CAPITAL ONE N.A.,) Defendants.)	Case No.: 17-cv-1734 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 Wisconsin Consumer Act, Ch. 421-427, Wis. Stats. (“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 Mary Schneider 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 Defendants sought to collect from Plaintiff a debt allegedly incurred for personal, family or household purposes, namely a personal credit card account.

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

6. Defendant Professional Placement Services LLC (“PPS”) is a domestic limited liability company with its principal place of business located at 272 North 12th Street, Milwaukee, Wisconsin 53233.

7. PPS does substantial business in Wisconsin.

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

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

10. PPS is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. It is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat § 427.103(3).

11. Upon information and belief, Defendant Capital One N.A. (“Capital One”) issues and administers Kohl’s brand credit card accounts. Capital One is a national bank with its principal place of business located at 1680 Capital One Drive, McLean, Virginia 22102.

12. Capital One does substantial business in Wisconsin.

13. 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).

14. 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.”

15. Capital One is a “debt collector” under Wisconsin law, in that it collects consumer debts owed to itself, both directly and indirectly through collection agencies.

16. Capital One is a “merchant” as defined in the WCA, as the alleged debt arose from use of Plaintiff’s consumer credit account. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

17. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

18. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfi.org/wca/business_guidance/creditors/debt_collection/

19. Capital One uses third-party debt collection agencies, including PPS, to collect consumer debts. Capital One, directly or indirectly, is a “debt collector” under this arrangement. Wis. Stat. § 427.103(3).

20. Any company meeting the definition of a “debt collector” (here, Capital One) is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

FACTS

PPS’ September 2016 Letter

21. On or about September 23, 2016, Capital One mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to Capital One and associated with Plaintiff’s “Kohl’s” credit card account with an account number ending in 8486. A copy of this account statement is attached to this complaint as Exhibit A.

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

23. Exhibit A states:

ACCOUNT SUMMARY		PAYMENT INFORMATION							
Previous Balance	\$ 276.58	New Balance	\$ 318.77						
Payments and Other Credits	- 0.00	Payment Due Date	10/20/2016						
Purchases	+ 0.00	Minimum Payment Due	187.00						
Fees	+ 37.00	Amount Past Due	142.00						
Interest Charges	+ 5.19	To Avoid Interest Charge Pay	\$ 318.77						
New Balance	\$ 318.77								
Opening/Closing Date 08/26/2016 - 09/23/2016		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.							
Days in Billing Cycle 29		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:							
Total Credit Line \$300		<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay...</th> <th>You will pay off the balance shown on this statement in about...</th> <th>And you will end up paying an estimated total of...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>7 months</td> <td>\$333.00</td> </tr> </tbody> </table>		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	7 months	\$333.00
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	7 months	\$333.00							
Available Credit None		If you would like information about credit counseling services, call 1-877-499-9467.							

Questions?
 Click on My Kohl’s Charge at Kohls.com or
 Call Customer Service 1-855-564-5747
 Sunday 10:00 AM to 11:00 PM (EST)
 Monday-Saturday 8:00 AM to 11:00 PM (EST)
 Automated service is available 24 hours.

Exhibit A.

24. Exhibit A states that, as of September 23, 2016, Plaintiff's account ending in 8486 had a "New Balance" of \$318.77, with an "Amount Past Due" of \$142.00, a "Payment Due Date" of October 20, 2016, and a "Minimum Payment Due" of \$187.00.

25. On or about the same day Capital One mailed Plaintiff Exhibit A, September 23, 2016 Capital One also mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to Capital One. A copy of this debt collection letter is attached to this complaint as Exhibit B.

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

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

28. Exhibit B contains the following:

Re: Kohl's Credit Card Account # XXX-XXX-8486

Dear Mary L Schneider,

Our records indicate that a past due amount of \$187.00 remains unpaid on your Kohl's Department Store Credit Account referenced above. Your prompt payment of this past due amount is imperative.

Exhibit B.

29. Exhibit B also contains the following:

As you are aware, you are required to make monthly payments on your account. If you don't pay the overdue amount within 30 days of receiving this letter, we may declare the entire balance due without further notice.

Exhibit B.

30. Exhibit B states that, as of September 23, 2016, Plaintiff's account ending in 8486 had a "past due amount of \$187.00 [which] remains unpaid." Exhibit B.

31. Exhibit B further states that the creditor would not declare the entire balance due as long as Plaintiff paid “the overdue amount within 30 days of receiving this letter.” Exhibit B.

32. On or about, September 28, 2016 PPS mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to Capital One. A copy of this letter is attached to this complaint as Exhibit C.

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

34. Upon information and belief, Exhibit C is a form debt collection letter, generated by computer, and used by PPS to attempt to collect alleged debts.

35. Exhibit C was the first letter that PPS sent to Plaintiff with respect to Plaintiff’s alleged Capital One debt.

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

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.”

Exhibit C.

37. Exhibit C also states:

Creditor:	Capital One, N.A.
Re:	KOHL'S DEPARTMENT STORES INC
Client Acct #:	XXXXXX8486
Balance:	\$318.77

Exhibit C.

38. Exhibit C, mailed on September 28, 2016, just a few days after Capital One mailed Exhibits A and B to Plaintiff, states the “Balance” but does not state that Plaintiff could return her account to a current status by making a minimum payment.

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

40. PPS’ representation in Exhibit C that Plaintiff’s account ending in 8486 had a “Balance” of \$318.77 is false, deceptive, misleading, and unconscionable.

41. According to Exhibit A, as of September 28, 2016, when PPS mailed Exhibit C, Plaintiff’s account ending in 8486 had an “Amount Past Due” of \$142.00, a “Minimum Payment Due” of \$187.00, and a “Payment Due Date” of October 20, 2016. Exhibit A.

42. According to Exhibit B, as of September 28, 2016, when PPS mailed Exhibit C, Plaintiff’s account ending in 8486 had a “past due amount of \$187.00,” and the balance of the account would not be accelerated for at least 30 days. Exhibit B.

43. 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 C. Exhibit C states that the “Balance” is \$318.77 without stating an amount “due” while Exhibits A and B seek only a minimum payment of \$187.00. *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.’”).

PPS’ December 2016 Letter

44. Upon information and belief, on or about December 20, 2016, Capital One mailed Plaintiff an account statement that represented that the balance of Plaintiff’s account ending in 8486 had not yet been accelerated.

45. On or about, December 22, 2016 PPS mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to Capital One. A copy of this letter is attached to this complaint as Exhibit D.

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

47. Upon information and belief, Exhibit D is a form debt collection letter, generated by computer, and used by PPS to attempt to collect alleged debts.

48. Exhibit D states:

Creditor:	Capital One, N.A.
Re:	KOHL'S DEPARTMENT STORES INC
Client Acct #:	XXXXXX8486
Balance:	\$442.57

Exhibit D.

49. Exhibit D states that, as of December 22, 2016, Plaintiff's Capital One account ending in 8486, had a "Balance" of \$442.57 and does not state that Plaintiff could return her account to a current status by making a minimum payment.

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

51. On or about December 25, 2016, Capital One mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to Capital One and associated with Plaintiff's "Kohl's" credit card account with an account number ending in 8486. A copy of this account statement is attached to this complaint as Exhibit E.

52. Upon information and belief, Exhibit E is a form account statement, generated by computer, and with the information specific to Plaintiff inserted by computer.

53. Exhibit E states:

ACCOUNT SUMMARY		
Previous Balance	\$	405.57
Payments and Other Credits	-	0.00
Purchases	+	0.00
Fees	+	37.00
Interest Charges	+	7.61
New Balance	\$	450.18

Opening/Closing Date 11/25/2016 - 12/25/2016
Days in Billing Cycle 31
Total Credit Line \$300
Available Credit None

Questions?
Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-855-564-5747
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

PAYMENT INFORMATION		
New Balance	\$	450.18
Payment Due Date		01/20/2017
Minimum Payment Due		328.00
Amount Past Due		280.00
To Avoid Interest Charge Pay	\$	450.18

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.

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	7 months	\$466.00

If you would like information about credit counseling services, call 1-877-499-9467.

Exhibit E.

54. Exhibit E states that, as of December 25, 2016, Plaintiff's account ending in 8486 had a "New Balance" of \$450.18, with an "Amount Past Due" of \$280.00, a "Payment Due Date" of January 20, 2017, and a "Minimum Payment Due" of \$328.00.

55. PPS' representation in Exhibit D that Plaintiff's account ending in 8486 had a "Balance" of \$442.57 is false, deceptive and misleading.

56. Upon information and belief, as of December 22, 2016, when PPS mailed Exhibit D, the balance of Plaintiff's account ending in 8486 had not been accelerated.

57. 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 Exhibits D and E. Exhibit D states that the "Balance" is \$442.57 without stating an amount "due" while Exhibit E seeks only a minimum payment of \$328.00. *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.'").

58. PPS and Capital One 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.

59. Upon information and belief, PPS and Capital One work in a scripted process to collect Capital One debts such as Plaintiff's.

60. Upon information and belief, PPS is fully aware of the contents and representations in Exhibits A, B, and E.

61. Upon information and belief, PPS is fully aware that Capital One sends account statements like Exhibits A, B, and E to consumers around the same time PPS letters in the form of Exhibits C and/or D.

62. Upon information and belief, PPS is fully aware that its letter is sent during account billing cycles wherein Capital One has sent a statement to consumers seeking a "minimum payment" and not representing that the entire balance is due.

63. Plaintiff was confused by Exhibits A-E.

64. The unsophisticated consumer would be confused by Exhibits A-E.

65. Plaintiff had to spend time and money investigating Exhibits A-E.

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

The FDCPA

67. The FDCPA states that its purpose, in part, is "to eliminate abusive debt collection practices by debt collectors." 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly

prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

68. The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an "unsophisticated consumer." *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). "The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled." *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

69. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

70. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpscher*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680

(Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989).

71. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-

1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

72. 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”).

73. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

74. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

75. 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.”

76. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

77. 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.”

78. 15 U.S.C. § 1692g(a) states:

a) **Notice of debt; contents**

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

(1) the amount of the debt;

The WCA

79. 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).

80. 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).

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

82. “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.

83. 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.

84. 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).

85. 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).

86. 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. Nuvel 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.*

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

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

Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

89. 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.”

90. 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

91. Count I is brought against Defendant PPS.

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

93. Prior to sending Exhibit C, PPS was aware that Capital One had sent Plaintiff Exhibits A and B, which stated that the balance of Plaintiff’s account had not yet been accelerated.

94. Prior to sending Exhibit D, PPS was aware that Capital One had sent Plaintiff an account statement in the form of Exhibits A and E, which stated that the balance of Plaintiff’s account had not yet been accelerated.

95. PPS represented to Plaintiff that Plaintiff’s Capital One account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

96. PPS misrepresented the amount, character, and legal status of the debt it was collecting.

97. PPS' attempts to collect the entire balance of class members' Capital One accounts were false, misleading and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

98. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692(f), 1692f(1), and 1692g(a)(1).

COUNT II -- WCA

99. Count II is brought against both Defendants.

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

101. In Exhibits A and B, Capital One represented to Plaintiff that the balance of her account had not yet been accelerated.

102. Nonetheless, Capital One contracted with PPS to send Exhibit C, which stated the whole of Plaintiff's account was past due and attempted to collect the entire balance as though it had been properly accelerated.

103. In fact, when PPS sent Exhibit C, PPS knew that Capital One had just sent Plaintiff an account statement representing that her Capital One debt had not been accelerated.

104. On or about December 20, 2016, Capital One represented to Plaintiff that the balance of her account had not yet been accelerated.

105. Nonetheless, Capital One contracted with PPS to send Exhibit D, which stated the whole of Plaintiff's account was past due and attempted to collect the entire balance as though it had been properly accelerated.

106. Defendants violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

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

108. Class I (“Initial Debt Collection Letter Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent an account statement by Capital One in the form of Exhibit A, (c) and subsequently were sent a letter in the form of Exhibit C, (d) for an alleged debt incurred for personal, family or household purposes, (e) between November 16, 2015 and November 16, 2017, (f) that were not returned by the postal service.

109. Class II (“Follow-Up Debt Collection Letter Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent an account statement by Capital One in the form of Exhibit A, (c) and subsequently were sent a letter in the form of Exhibit D, (d) for an alleged debt incurred for personal, family or household purposes, (e)) between November 16, 2016 and November 16, 2017, (f) that were not returned by the postal service.

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

111. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A-E violate the FDCPA and/or the WCA.

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

113. 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.

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

JURY DEMAND

115. 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 Defendants 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: December 13, 2017

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

Manage your account online:
Click on My Kohl's Charge at
www.kohls.com

Account Number [REDACTED]-486

ACCOUNT SUMMARY

Previous Balance	\$	276.58
Payments and Other Credits	-	0.00
Purchases	+	0.00
Fees	+	37.00
Interest Charges	+	5.19
New Balance	\$	318.77

Opening/Closing Date 08/26/2016 - 09/23/2016
Days in Billing Cycle 29
Total Credit Line \$300
Available Credit None

Questions?
Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-855-564-5747
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

PAYMENT INFORMATION

New Balance	\$	318.77
Payment Due Date		10/20/2016
Minimum Payment Due		187.00
Amount Past Due		142.00
To Avoid Interest Charge Pay	\$	318.77

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.

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	7 months	\$333.00

If you would like information about credit counseling services, call 1-877-499-9467.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
	Fees	
09/20	LATE FEE	\$37.00
	TOTAL FEES FOR THIS PERIOD	\$37.00
	Interest Charged	
09/23	INTEREST CHARGE ON PURCHASES	\$5.19
	TOTAL INTEREST CHARGED FOR THIS PERIOD	\$5.19

2016 Totals Year-To-Date	
Total fees charged in 2016	\$162.00
Total interest charged in 2016	\$27.08

INTEREST CHARGES

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases (V) = Variable Rate	22.15%(V)	\$281.68	\$5.19

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$280.52

You are only \$319.00 away from achieving MVC Status! Spend a total of \$600 by December 31, 2016 to become a Most Valued Customer (MVC) and receive even more exclusive offers!

IMPORTANT NEWS

KOHL'S CARES. WE HAVE NOT RECEIVED THE NECESSARY PAYMENT FOR SEVERAL MONTHS. THERE ARE PAYMENT OPTIONS AVAILABLE TO YOU. PLEASE CALL ONE OF OUR ACCOUNT SPECIALISTS AT 800-575-6457. WE ARE HERE TO HELP.

YOUR ACCOUNT IS CURRENTLY CLOSED.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Name or Address Change?
Would you like to receive e-mail sales notification?
Check box and write information on reverse side.

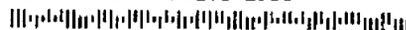


Account Number	[REDACTED]-486
Due Date	Oct 20, 2016
New Balance	\$318.77
Total Payment Now Due	\$187.00

Mail this portion with your payment.

5 8

Kohl's Payment Center
PO BOX 2983
MILWAUKEE WI 53201-2983



Amount Paid

\$

NOTE: Do not mail cash or gift cards. Please make check payable to Kohl's in US Dollars

000241667 01 AT 0399 106481692704041 P
MARY L SCHNEIDER
2410 W BRIAR LAKE WAY APT 3B
OAK CREEK WI 53154-8187



Information About Your Account

C. Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

You may make payments by regular U.S. mail. Send your payment to the Payments Address shown on this statement. Your payments by mail must comply with the instructions on this statement for not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment envelope in the envelope provided with our statements (which, through the envelope, contains the envelope serial number more than one equivalent of copies) and tracks can be no stamps, return slips, tags or any other items included with your payment. Your payment is to be returned with our payment instructions and a made available to us on any day by 5:00 p.m. local time in U.S. Payments Address on this statement. We will credit the amount to your account as of that day. If your payment is not accompanied with our payment instructions, but is made available to us after 5:00 p.m. local time at Payments Address on this statement, we will credit it to your account as of the next business day. You may make payments electronically through our website, shown on this statement. We will create your cardholder request on our website on 5:00 p.m. local time, we will credit your payment as of that day unless you specify a future date in your request. If we receive your request after 5:00 p.m. local time, we will credit your payment as of the next business day.

For all other payments, including payments made by telephone, or for any type payment paper for which you do not follow our payment instructions, crediting of your payments may be delayed by up to 4 days.

You can also make a payment utilizing our telephone voice response system by dialing 1-800-364-3740 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

For privacy, we may allow you to make a payment by telephone with the assistance of our customer service advisors. If you make such a payment, you will be charged a fee for each payment on either the day you call or the next day. You call after 5 p.m. local time.

2. How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction fee, or interest charge if no fee is added to your new balance as described in this agreement until your Account is paid in full and the due date of a minimum of 25 days following the close of your billing cycle. We track periodic interest charges on new purchases until the due date shown on a statement. As follows, if you receive a billing monthly statement that includes new purchases, and you make a payment that we receive on the due date and bring the amount payment is due for that statement, we will not charge periodic interest on any portion of the new purchases, so long as your current statement also shows that we received payment of the entire balance for your previous billing statement by the date and for the Minimum Payment was made on the due date. Example: If your check to credit statement was 1000

a. Minimum interest charge of \$1.00 will be assessed for each billing period you account if which is a finance charge

3. Calculation of Balance Subject to Interest Rate—Average Daily Balance (Including New Purchases): We figure the periodic interest charges for each billing period using the average daily balance (including current transactions) method. For an explanation of this method, and questions about a particular interest charge calculation on your statement, please call us toll free at the customer service phone number listed on this statement. Periodic interest charges are determined by applying the monthly periodic rate shown on this statement to the average daily balance of your account. There is a minimum interest charge in any billing cycle in which you owe any periodic interest charges.

4. Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other delinquencies in your account may be reflected on your credit record. If you find we have reported inaccurate information to a credit bureau you may write to us at the inquiries address shown on this statement.

5. Remote Access/ Electronic Check Conversion: When you pay by check, 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.

E. Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to us at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043. We reserve all our rights regarding these payments to us. If it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance. We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment Address shown on this statement.

F. Lost or Stolen Credit Card: If you lose or someone steals your card or any other means to access your account, or if you think someone has used your account without your permission, you must tell us immediately by calling the number on the front of this statement.

B. Send Inquiries To: Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043

B. Dispute/objection: If you are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking to your bankruptcy attorney or the Dispute/objection Court.

What To Do If You Think You Find a Mistake On Your Statement

If you think there is an error on your statement, write to Capital One, N.A. through our service at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043.

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 90 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: Whether or not a receipt is 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 to the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account are not qualified.

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 Capital One, N.A. in writing through our service at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043. 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.

current as of 12/01/12

PROVIDE US WITH YOUR E-MAIL ADDRESS AND WE'LL DELIVER NEWS ABOUT KOHL'S SALES DIRECTLY TO YOUR DESKTOP!

E-MAIL ADDRESS:

NAME / ADDRESS CHANGE:

Name

Street

Phone Number

City

State

Zip Code

To add an authorized user, please call 1-800-364-3740

Exhibit B

KOHL'S

P.O. Box 3084
Milwaukee WI 53201-3120

G109
37790

09/23/2016

MARY L SCHNEIDER
2410 W BRIAR LAKE WAY APT 3B
OAK CREEK WI 53154-8187



Re: Kohl's Credit Card Account # XXX-XXX-8486

Dear Mary L. Schneider,

Our records indicate that a past due amount of \$187.00 remains unpaid on your Kohl's Department Store Credit Account referenced above. Your prompt payment of this past due amount is imperative.

As you are aware, you are required to make monthly payments on your account. If you don't pay the overdue amount within 30 days of receiving this letter, we may declare the entire balance due without further notice.

Please send a check or money order (payable to Kohl's) in the amount of \$187.00 to the address listed below. **DO NOT SEND CASH.** To ensure proper credit, please write your account number on your check or money order. If you would like to pay your account online, simply log on to kohls.com and follow the link for "My Kohl's Charge." Otherwise, for your convenience you may call 1-888-768-5560 to make your payment by telephone.

Kohl's Payment Center
P O Box 2983
Milwaukee, WI 53201-2983

To make payment arrangements or ask any questions you may have regarding this matter, please contact Kohl's Credit Department at 1-888-768-5560. We are available Sunday through Saturday, 7:00am-10:00pm Central Time.

THIS IS A LETTER TO COLLECT A DEBT OWED. IF YOU DISPUTE THE VALIDITY OF THE ALLEGED DEBT, PLEASE CONTACT THE CREDIT DEPARTMENT IMMEDIATELY AND WE WILL VERIFY YOUR DEBT. ANY INFORMATION WILL BE UTILIZED FOR THAT PURPOSE.

Sincerely,

Collections Department
Kohl's Risk Management Operations

Exhibit C

Y1C1DC2AB3



PO Box 612
Milwaukee WI 53201-0621
ADDRESS SERVICE REQUESTED



PROFESSIONAL
PLACEMENT
SERVICES, LLC
888-828-5368

September 28, 2016

PPS Account #: [redacted] 7211
Balance: \$318.77



0008120024000355029553154818732-1YA1--Y1C1DC2AB3 926

801 - 926
MARY L SCHNEIDER
2410 W Briar Lake Way Apt 3B
Oak Creek WI 53154-8187



Kohl's Payment Center
PO Box 2983
Milwaukee WI 53201-2983

*** Detach Upper Portion And Return With Payment ***

Creditor: Capital One, N.A.
Re: KOHL'S DEPARTMENT STORES INC
Client Acct #: XXXXXX8486
Balance: \$318.77

926-ONPPSV10-801-9/30/12



AMERICAN COLLECTORS
association member

COLLECTION NOTICE

This letter will serve to inform you that your delinquent account has been placed with Professional Placement Services, LLC (PPS). PPS will help you resolve this debt!!

The records provided to us show that your account is delinquent. While the amount above is your total balance as of the date of this letter, the total balance on the day you pay may be greater as a result of fees and interest that continue to accrue.

Please call 888-828-5368 or 414-224-3581 to arrange payment or if any of the above information is incorrect.

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor."

This account is owned by Capital One, N.A.

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

Professional Placement Services, LLC • Collection Services Division
272 N 12th Street • PO Box 612 • Milwaukee WI 53201-0612 • 888-828-5368 • 414-224-3581
Office Hours: M-Th 8AM-8PM, Fri 8AM-5PM, Sat 8AM-Noon



- To make a payment by mail, tear off the top portion of this letter and place it in the envelope with a check or money order payable to Kohl's Payment Center. Do not remit cash. Put your client account number(s) XXXXXX8486 on the front of your money order. Stamp and return to the address listed.
- Pay by credit card:** Go to <http://paypps.solveyourdebt.com>. Use your PPS account number [redacted] 7211 as your user ID and [redacted] 5872 as your password.

12345678-000926-01-1-AA



Exhibit D

Y1CC215F82



PO Box 612
Milwaukee WI 53201-0612
ADDRESS SERVICE REQUESTED



PROFESSIONAL
PLACEMENT
SERVICES, LLC
888-828-5368

December 22, 2016

PPS Account #: [redacted] 7211
Balance: \$442.57



0008120024001363076953154818732-1YA1--Y1CC215F82 2741

802 - 2741
MARY L SCHNEIDER
2410 W Briar Lake Way Apt 3B
Oak Creek WI 53154-8187



Kohl's Payment Center
PO Box 2983
Milwaukee WI 53201-2983

*** Detach Upper Portion And Return With Payment ***

2741-ONPPSV10-802-1/06/10

Creditor: Capital One, N.A.
Re: KOHL'S DEPARTMENT STORES INC
Client Acct #: XXXXXX8486
Balance: \$442.57

MEMBER



AMERICAN COLLECTORS

association member

COLLECTION NOTICE

This letter will serve to inform you that your delinquent account has been placed with Professional Placement Services, LLC (PPS). PPS is the collection agency acting on behalf of our client for the above referenced debt. PPS is a collection agency that is willing to work with you to resolve this debt. Call PPS today!

The records provided to us show that your account is delinquent. While the amount above is your total balance as of the date of this letter, the total balance on the day you pay may be greater as a result of fees and interest that continue to accrue.

We have already sent you a notice regarding this debt, yet we have not received payment. Please call PPS to schedule payment or if the above information is not correct.

Please call **888-828-5368** or **414-224-3581**

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

This account is owned by Capital One, N.A.

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

Professional Placement Services, LLC • Collection Services Division
272 N 12th Street • PO Box 612 • Milwaukee WI 53201-0612 • 888-828-5368 • 414-224-3581
Office Hours: M-Th 8AM-8PM, Fri 8AM-5PM, Sat 8AM-Noon

12345678-002741-011-1-AA



- To make a payment by mail, tear off the top portion of this letter and place it in the envelope with a check or money order payable to Kohl's Payment Center. Do not remit cash. Put your client account number(s) XXXXXX8486 on the front of your money order. Stamp and return to the address listed.
- Pay by credit card:** Go to <http://paypps.solvevmydebt.com>. Use your PPS account number [redacted] 7211 as your user ID and [redacted] 5872 as your password.



Exhibit E

ACCOUNT SUMMARY	
Previous Balance	\$ 405.57
Payments and Other Credits	- 0.00
Purchases	+ 0.00
Fees	+ 37.00
Interest Charges	+ 7.61
New Balance	\$ 450.18
Opening/Closing Date 11/25/2016 - 12/25/2016	
Days in Billing Cycle	31
Total Credit Line	\$300
Available Credit	None

PAYMENT INFORMATION	
New Balance	\$ 450.18
Payment Due Date	01/20/2017
Minimum Payment Due	328.00
Amount Past Due	280.00
To Avoid Interest Charge Pay	\$ 450.18

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.

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	7 months	\$466.00

If you would like information about credit counseling services, call 1-877-499-9467.

Questions?
Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-855-564-5747
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

ACCOUNT ACTIVITY		
Transaction Date	Transaction Description	Amount
	Fees	
12/20	LATE FEE	\$37.00
	TOTAL FEES FOR THIS PERIOD	\$37.00
	Interest Charged	
12/25	INTEREST CHARGE ON PURCHASES	\$7.61
	TOTAL INTEREST CHARGED FOR THIS PERIOD	\$7.61
2016 Totals Year-To-Date		
	Total fees charged in 2016	\$273.00
	Total interest charged in 2016	\$47.49

INTEREST CHARGES			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases (V) = Variable Rate	22.15%(V)	\$412.73	\$7.61

KOHL'S MVC SUMMARY	
Current Kohl's Purchases	\$280.52
You are only \$319.00 away from achieving MVC Status! Spend a total of \$600 by December 31, 2016 to become a Most Valued Customer (MVC) and receive even more exclusive offers!	

IMPORTANT NEWS
YOUR ACCOUNT IS CURRENTLY CLOSED.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

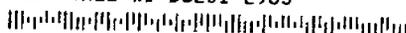
Name or Address Change?
Would you like to receive e-mail sales notification?
Check box and write information on reverse side.



Account Number	[REDACTED] 3-486
Due Date	Jan 20, 2017
New Balance	\$450.18
Total Payment Now Due	\$328.00

Mail this portion with your payment.

Kohl's Payment Center
PO BOX 2983
MILWAUKEE WI 53201-2983



Amount Paid

\$

NOTE: Do not mail cash or gift cards.
Please make check payable to Kohl's in US Dollars



000332507 01 AT 0.399 106481827569134 P
MARY L SCHNEIDER
2410 W BRIAR LAKE WAY APT 3B
OAK CREEK WI 53154-8187

Information About Your Account

1. Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable to U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

Payments made by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment envelope in the envelope provided with our address visible through the envelope window. The envelope cannot contain more than one payment or coupon, and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, and is made available to us after 5:00 p.m. local time at Payments address on this statement, we will credit it to your account as of the next calendar day. You may make payments electronically through our website shown on this statement. If we receive your consistent request on our website by 5 p.m. Central time, we will credit your payment as of that day unless you specify a future date in your request. If we receive your request after 5 p.m. Central time, we will credit your payment as of the next calendar day.

For all other payments, including payments made by telephone or for any type payment above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

You can also make a payment without our electronic online response system by dialing 1-800-854-6743 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. There may be withdrawal from your bank account as soon as the same day we process your payment.

As a courtesy, we may allow you to make a payment by debit card with the assistance of our customer service advisors. If you make such a payment, you will be charged a fee if we cannot process the payment on either the day you call or on the next day if you call after 5 p.m. Central time.

2. How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to you. Daily interest is determined in the agreement and your account is not in full. Our grace period will be a minimum of 25 days following the date of a billing cycle. We may assess periodic interest charges on new purchases when they are first added to a statement as follows: if you think a current purchase statement has included new purchases, and then there is a payment that we receive by the end of the grace period, we will not charge periodic interest on any portion of the new purchases, so long as you submit payment and show that we received payment of the entire balance for that billing cycle. A statement by the date and time is necessary to make the grace period work. The grace period will be 25 days following the date of the billing cycle.

A minimum interest charge of \$1.00 will be assessed for each billing period you remain in arrears. It is a finance charge.

3. Reduction of Balance Subject to Interest Rate—Average Daily Balance Method: Payments. We figure the average daily balance by adding the amount of your payment to the starting daily balance, including current transactions, and an amount of the finance charge. We then divide that amount by the number of days in your statement, rounded up to the next whole number, to get the average daily balance. We then multiply the average daily balance by the monthly periodic rate shown on the statement to get the average daily balance of your account. There is a minimum interest charge of \$1.00 which you may pay periodic interest charges.

4. Account Information Reported to Credit Bureaus: We may report information about your credit to credit bureaus. Late payments, missed payments, or other delinquencies on your account may be reported to your credit report. If you have any late reported delinquency information to a credit bureau, you may write to us at the business address shown on this statement.

5. Notice About Electronic Check Conventions: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or, in future, to pay you 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.

6. Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise indicate in full satisfaction of a disputed amount, must be sent to us at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is returned at any other address, we may deposit the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

7. Lost or Stolen Credit Card: If you lose or someone steals your card or any other means to access your account, or if you think someone has used your account without your permission, you must tell us immediately by calling the number on the front of the statement.

8. Send Inquiries To: Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043

9. Constructive: If we are entitled to bankruptcy protection, this communication is for information only. It is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking to your bankruptcy attorney or the Bankruptcy Court.

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 Capital One, N.A. through our service at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043. 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 correct us within 90 days after the date appeared on your statement. You must notify us of any potential errors in writing. You may call us, but you do not need to call us to investigate any potential errors that you may have. Do 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're dissatisfied with the goods or services that you have purchased with your credit card, and you have tried to your best 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 credit that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase. If any of the criteria above are met, you are still dissatisfied with the purchase, contact Capital One, N.A. in writing through our service at Kohl's, P.O. Box 3043, Milwaukee, WI 53201-3043. While we investigate, the same rules apply to the disputed amount as discussed above.

While we finish our investigation, we will not charge interest. At the end of 90 days, if we think you have an unpaid balance on the purchase, we may report it to our credit bureaus.

current as of 10/01/12

PROVIDE US WITH YOUR E-MAIL ADDRESS AND WE'LL DELIVER NEWS ABOUT KOHL'S SALES DIRECTLY TO YOUR DESKTOP!

E-MAIL ADDRESS:

NAME / ADDRESS CHANGE:

Name Street
Phone Number City State Zip Code

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

Mary Schneider

(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

Professional Placement Services LLC, et al.

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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS <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	LABOR <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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

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

VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:
Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____

DOCKET NUMBER _____

DATE
December 13, 2017

SIGNATURE OF ATTORNEY OF RECORD
s/ John D. Blythin

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

MARY SCHNEIDER,

Plaintiff(s)

v.

PROFESSIONAL PLACEMENT SERVICES LLC and
CAPITAL ONE N.A.

Defendant(s)

Civil Action No. 17-cv-1734

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CAPITAL ONE, N.A.
1680 Capital One Drive
McLean, Virginia 22102

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

Civil Action No. 17-cv-1734

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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

MARY SCHNEIDER,

Plaintiff(s)

v.

PROFESSIONAL PLACEMENT SERVICES LLC and
CAPITAL ONE N.A.

Defendant(s)

Civil Action No. 17-cv-1734

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PROFESSIONAL PLACEMENT SERVICES LLC
c/o CRAIG JOHNSON
272 North 12th Street
Milwaukee, Wisconsin 53233

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

Civil Action No. 17-cv-1734

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: [Lawsuit Seeks Answers from Professional Placement Services, Capital One on Consumer's 'Accelerated' Debt](#)
