

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

DAVID STANASZAK, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

KOHN LAW FIRM, S.C., and MIDLAND
FUNDING, LLC,

Defendants.

) Case No.: 18-cv-680

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

INTRODUCTION

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

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 and 1337. Venue in this District is proper in that Defendants directed their collection efforts into the District.

PARTIES

3. Plaintiff David Stanaszak is an individual who reside 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 him a debt allegedly incurred for personal, family, or household purposes, namely a credit card debt.

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that the alleged debt allegedly arose from consumer transaction that included agreements to defer payment, namely a consumer credit card.

6. Defendant Kohn Law Firm, S.C. (“Kohn”) is a Wisconsin law firm with its principal offices located at 735 North Water Street, Suite 1300, Milwaukee, WI 53202.

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

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

9. Defendant Midland, LLC (“Midland”) is a limited liability company with its principal place of business located at 3111 Camino Del Rio North, Suite 103, San Diego, CA 92108.

10. Midland is engaged in the business of collecting debts, in that it purchases and receives assignment of consumer debts that are in default at the time Midland acquires them.

11. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

12. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6)

(emphasis added); see *Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017).

13. The primary purpose of Midland’s business, and Midland’s principal purpose, is the collection of consumer debts.

14. Midland’s website contains an “FAQ” webpage, which states:

Who is Midland?

Midland LLC is one of the nation’s largest buyers of unpaid debt. For example, we may buy an unpaid credit card account. This happens when a company decides to sell the unpaid account rather than continue collection efforts. Midland LLC purchases accounts with an unpaid balance when:

- An account has gone at least 180 days without making a payment, or
- Someone paid less than the minimum monthly payment for at least 180 days, and
- The original creditor wishes to sell the right to collect on the account balance.

<https://www.midlandfunding.com/faqs/>.

15. Midland is part of one of the largest debt buyer and debt collection outfits in the industry, with consumer debt portfolios in the hundreds of millions of dollars. The 2013 10-K filing for Midland’s parent company, Encore Capital Group, Inc. (“Encore”), states that Encore

has “one of the industry’s largest financially distressed consumer databases.” (Form 10-K, 12/31/13, p. 2).

16. According to Encore’s 2013 Form 10-K, Encore *spent* more than \$525 million to purchase consumer credit card accounts in the U.S. As Midland paid less than 10 cents on the dollar, the face value of those accounts is in the tens of billions of dollars. Encore purchased similar amounts of U.S. consumer credit card accounts in 2012 and 2011.

17. Midland’s role, generally is to purchase and receive assignment of consumer debts that are in default at the time Midland acquires them. Directly and indirectly through its affiliates, including Encore and MCM, Midland uses instrumentalities of interstate commerce, including the mail, telephone, banking systems and wire transfers in its business of aggregating and collecting debts, primarily charged off consumer credit card debts. The primary purpose of debt buyers like Midland is debt collection. *See, eg. Mitchell v. LVNV Funding, LLC*, No. 2:12-CV-523-TLS, 2017 U.S. Dist. LEXIS 206440 *16 (N.D. Ind. Dec. 15, 2017) (“‘[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,’ and ... ‘[d]ebt buyers don't buy debts to use them as wallpaper, but to turn them into money’” (quoting Pl.’s Reply Br.)).

18. Midland by itself and through its attorneys, also files thousands of collection lawsuits against consumers in state courts annually. Wisconsin Circuit Court Access (CCAP), for example, shows that Midland filed 319 small claims lawsuits against Wisconsin consumers in the month of December 2017 alone, including one against the Plaintiff in this action. When Midland obtains judgment in such actions, usually by default, it frequently seeks to garnish consumers’ wages by contacting the consumers’ employers.

19. Midland is a debt collector as defined in 15 U.S.C. § 1692a. *Barbato*, 2017 U.S. Dist. LEXIS 172984; *Tepper v. Amos Fin., LLC*, 2017 U.S. Dist. LEXIS 127697 *20-22.

20. A company meeting the definition of a “debt collector” under the FDCPA (here, Midland) is vicariously liable for the actions of a second company (Kohn) 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.

21. Debt purchasers, including Midland, are also debt collectors as a matter of Wisconsin law. On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

22. 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). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

23. 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.”

24. Midland is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former Citibank, N.A. (“Citibank”) consumer credit card 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.”)

25. 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).

26. 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/.

27. Midland uses attorneys, including Kohn, to collect allegedly defaulted debts that have been assigned to Midland. Midland uses both ordinary collection methods such as mail and telephone communications, and also civil lawsuits, in its collection business.

28. A company meeting the definition of a “debt collector” (here, Midland) 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.

29. Midland is a debt collector as defined in Wis. Stat. § 427.103(3).

FACTS

False, Misleading and Confusing Judgment Documents and Communications, and Judgment(s) Entered Without Service

30. Before December 2017, Plaintiff had a “Best Buy”-branded personal credit card account (the “Account”), issued by Citibank. See

https://citiretailservices.citibankonline.com/CRS/acq/launch/index.action?langId=EN&siteId=PL_CN_BESTBUY&app=UNSOL&sc=BBYPL#tnc.

31. At some point prior to December 2017, Citibank charged off and sold the Account to defendant Midland.

32. On December 18, 2017, Midland filed a lawsuit against Plaintiff in the small Milwaukee County Circuit Court, small claims division. The case was styled: *Midland Funding, LLC v. David Stanaszak*, Case No. 2017sc39815 (the “Collection Lawsuit”). A copy of the CCAP docket for the Collection Lawsuit is attached as Exhibit A.

33. Upon information and belief, the return date on the summons and complaint in the Collection Lawsuit was January 16, 2018.

34. Plaintiff was not served with the summons and complaint before January 16, 2018.

35. Nonetheless, Kohn, on Midland’s behalf, allowed the circuit court to enter default judgment against Plaintiff on January 16, 2018. Exhibit A.

36. Upon information and belief, Kohn, on Midland’s behalf, falsely represented to the circuit court that Plaintiff had been properly served with the summons and complaint, and as a direct result, the court entered default judgment against Stanazak. If the circuit court had known that Stanazak had not been served, or if the court determined that whether Plaintiff had been served was in question, the court would have adjourned the Collection Lawsuit instead of entering judgment.

37. Upon information and belief, on January 30, 2018, the clerk of the circuit court generated and filed a “Judgment/Notice of Entry of Judgment” document for the January 16, 2018 default judgment. A copy of this Notice is attached as Exhibit B.

38. Exhibit B is dated “January 30, 2018.”

39. Upon information and belief, on or shortly after January 30, 2018, the clerk of the circuit court mailed Exhibit B to Plaintiff. Plaintiff received Exhibit B in the mail within a few days of January 30, 2018.

40. Upon information and belief, Kohn and Midland are aware that the clerk of the circuit court would mail Exhibit B to Plaintiff after judgment was entered.

41. Upon information and belief, at Midland and Kohn’s request, the small claims court vacated the judgment on February 13, 2018. Exhibit A.

42. However, on February, 14, 2018, the clerk of the circuit court generated and filed another “Judgment/Notice of Entry of Judgment” document for the January 16, 2018 default judgment that had just been vacated. A copy of this Notice is attached as Exhibit C.

43. Upon information and belief, on or shortly after February 14, 2018, the clerk of the circuit court generated and mailed Exhibit C to Plaintiff. Plaintiff received Exhibit C in the mail within a few days of January 30, 2018.

44. Exhibit C is virtually identical to Exhibit B, except Exhibit C is dated “February 14, 2018.”

45. Upon information and belief, on or shortly after February 14, 2018, the clerk of the circuit court generated and mailed Exhibit C to Plaintiff. Plaintiff received Exhibit C in the mail within a few days of February 14, 2018.

46. Upon information and belief, Kohn and Midland are aware that the clerk of the circuit court would mail Exhibit C to Plaintiff after judgment was entered.

47. Exhibits B and C were mailed as a result of Defendants’ allowing judgment to be entered without obtaining service on Plaintiff. Kohn and Midland are sophisticated attorneys and

litigants and are aware that the clerk's office mails notice of entry of judgment to defaulting parties in small claims actions.

48. Plaintiff was not served with the summons and complaint in the Collection Lawsuit until on or around February 21, 2018. A copy of this summons and complaint is attached as Exhibit D.

49. Exhibit D attempted to collect the same Midland account – formerly the “Best Buy” credit card account that was the subject of the judgment(s) in Exhibits B and C.

50. Exhibit D was not served along with a copy of any document or correspondence informing Plaintiff that the judgment or judgments referenced in Exhibits B and C had been vacated.

51. Neither Kohn nor Midland informed Plaintiff that the judgment or judgments referenced in Exhibits B and C had been vacated.

52. Exhibits B, C and D are false, misleading and confusing to the unsophisticated consumer.

53. The unsophisticated consumer, receiving two “notices of entry of judgment” and shortly thereafter being served with a complaint seeking to collect the same debt as in the purported judgment or judgments, would have no idea why he had been served with a complaint on an account that had already been reduced to judgment.

54. The unsophisticated consumer would likely believe that Exhibit D was served in error and that he need not respond to the complaint, or that there was no point in responding to the complaint because judgment had already been entered.

55. It is also unclear to the unsophisticated consumer whether Exhibits B and C show that one judgment or two separate judgments had been entered against Plaintiff.

56. It is also unclear to the unsophisticated consumer how any judgments could be entered against Plaintiff when Plaintiff had not been served.

57. Misrepresentations made to the state court in a collection action violate the FDCPA. *Veach v. Sheeks*, 316 F.3d 690, 692-94 (7th Cir. 2003) (misrepresentation in the summons and complaint); *Gearing v. Check Brokerage Corp.*, 233 F.3d 469, 471 (7th Cir. 2000) (misrepresentation in the complaint); *Butler v. J.R.S.-I, Inc.*, No. 15 C 6059, 2016 U.S. Dist. LEXIS 45256 (N.D. Ill. Apr. 4, 2016) (misrepresentation to the state court that the complaint had been served when it had not).

Phone Calls to Plaintiff's Place of Employment

58. Kohn's representatives also began calling Plaintiff's place of employment on or around January 18, 2018.

59. Plaintiff is a manager at a grocery store in Milwaukee.

60. Plaintiff is not permitted to make or take personal phone calls at work.

61. On or around January 18, 2018, a Kohn representative called Plaintiff's store's main telephone number, attempting to call Plaintiff.

62. A store employee named Myra answered Kohn's telephone call.

63. Myra told the Kohn employee that Plaintiff could not accept personal phone calls at work.

64. Despite that information, Kohn representatives continued calling Plaintiff's place of employment daily, and sometimes multiple times per day, between January 18, 2018 and February 18, 2018.

65. Kohn's phone calls to Plaintiff's place of employment after Myra told Kohn's employee that Plaintiff could not receive phone calls at work violated the FDCPA as a matter of law. *Horkey v. J.V.D.B. & Assocs.*, 333 F.3d 769 (7th Cir. 2003).

66. As a result of Kohn's repeated calls to his place of employment, Plaintiff suffered emotional distress, including the fear that the calls could cause Plaintiff to lose his job.

**THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 ET SEQ.**

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 Scrimpsheer*, 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.”); *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.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *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)); *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 generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

74. 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.”

75. 15 U.S.C. § 1692c(b) generally prohibits most communications with third parties:

(b) Communication with third parties

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

76. 15 U.S.C. § 1692b(5) requires, in turn, that communications with third-parties “not use any language or symbol on any envelope or in the contents of any communication effected by the mails or telegram that indicates that the debt collector is in the debt collection business or that the communication relates to the collection of a debt.”

**THE WISCONSIN CONSUMER ACT
CHAPTERS 421 TO 427, WIS. STATS.**

77. 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).

78. 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).

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

80. “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.

81. 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.

82. 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).

83. 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).

84. 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.*

85. Wis. Stat. § 427.104(1)(d) states, in part, that a debt collector may not: “Initiate or threaten to initiate communication with the customer’s employer prior to obtaining final judgment against the customer, except as permitted by statute...”

86. 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.”

87. 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.”

88. 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.”

COUNT I - FDCPA

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

90. Defendants allowed default judgment to be entered against Plaintiff in the Collection Lawsuit when Plaintiff had not been served.

91. Defendants allowed the small claims court to enter default judgment against Plaintiff on January 16, 2018. Exhibit A.

92. Defendants represented to the small claims court on January 16, 2018 that Plaintiff had been served with the summons and complaint in the Collection Lawsuit when he had not been served.

93. Plaintiff was not served with a summons and complaint in the Collection Lawsuit until on or around February 21, 2018. Exhibit D.

94. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT II - FDCPA

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

96. Exhibit D attempted to collect the same Midland account that was the subject of the judgment(s) in Exhibits B and C.

97. Exhibit D was not served on Plaintiff along with a copy of any document or correspondence informing Plaintiff that the judgment or judgments referenced in Exhibits B and C had been vacated.

98. Neither Kohn nor Midland sent Plaintiff any document or correspondence, written or oral, informing Plaintiff that the judgment or judgments referenced in Exhibits B and C had been vacated.

99. Plaintiff was confused by Exhibits B, C and D.

100. The unsophisticated consumer would be confused by Exhibits B, C and D and by Defendants' failure, intentional or otherwise, to inform Plaintiff that the judgment or judgments referenced in Exhibits B and C were vacated at Defendants' request. Plaintiff would have no idea why he had been served with a complaint on an account that had already been reduced to judgment.

101. The unsophisticated consumer would likely believe either that Exhibit D was served in error or that responding to the complaint would be futile because judgment had already been entered.

102. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10) and 1692f.

COUNT III – FDCPA

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

104. Defendants repeatedly called Plaintiff at his place of employment after being informed that Plaintiff was not permitted to take their calls at work.

105. As a result of Defendant’s calls to Plaintiff’s workplace, Plaintiff suffered emotional distress.

106. Defendants violated 15 U.S.C. §§ 1692c(a)(2), 1692e, 1692e(2)(a), 1692e(10).

COUNT IV -- WCA

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

108. Defendants repeatedly called Plaintiff at his place of employment after being informed that Plaintiff was not permitted to take their calls at work.

109. Defendants repeatedly called Plaintiff at his place of employment, including between February 13, 2018 and February 18, 2018, after the void judgment was vacated.

110. As a result of Defendant’s calls to Plaintiff’s workplace, Plaintiff suffered emotional distress.

111. Defendants violated Wis. Stats. §§ 427.104(1)(d), 427.104(1)(g), 427.104(1)(h) and 427.104(1)(j).

CLASS ALLEGATIONS

112. Plaintiff brings this action on behalf of two proposed classes.

113. Class I consists of (a) all natural persons in the State of Wisconsin, (b) who were sued by Midland in a Wisconsin circuit court, (c) with Kohn acting as Midland’s attorney, (d)

and default judgment was entered against the person, (e) when Kohn and Midland had not served the summons and complaint on the person or completed service by publication, (f) and Kohn and Midland subsequently vacated the judgment, (g) and Kohn and Midland filed in court and served on the consumer a new complaint seeking to collect the same debt, (h) without informing the consumer that the earlier judgment had been vacated, (i) and which debt was incurred for personal, family, or household purposes, (j) between May 1, 2017 and May 1, 2018, inclusive. Excluded from this class are individuals who were served prior to entry of judgment but who claim that service was defective for reasons other than non-service.

114. Class II consists of (a) all natural persons in the State of Wisconsin, (b) who Kohn contacted or attempted to contact at the person's place of employment, (c) after being told that the person could not receive such calls at work, (d) seeking to collect a debt for personal, family, or household purposes, (e) between May 1, 2017 and May 1, 2018, inclusive.

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

116. There are questions of law and fact common to the members of each of the classes, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendants complied with 15 U.S.C. §§ 1692c(a)(2), 1692e, 1692e(10), and, 1692f.

117. Plaintiff's claims are typical of the claims of the respective class members. All are based on the same factual and legal theories.

118. 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.

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

JURY DEMAND

120. Plaintiff hereby demands 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: May 1, 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

Wisconsin Circuit Court Access (WCCA)

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Milwaukee County Case Number 2017SC039815

Filing Date	Case Type	Case Status
12-18-2017	Small Claims	Closed - Electronic filing
Class Code Description	Responsible Official	
Sm Claim, Claim Under \$ Limit	Small Claims Commissioner Court	

Parties

Party Type	Party Name	Party Status
Plaintiff	MIDLAND FUNDING LLC	
Defendant	STANASZAK, DAVID	

Civil Judgment(s)

Type	Debtor Name	Multiple Debtors	Amount	Satisfaction	Judgment Status	Satis. Date
Judgment for money	STANASZAK, DAVID	No	\$ 792.13	Other	Vacate judgment	02-13-2018
Judgment for money	STANASZAK, DAVID	No	\$ 830.13	No		

Party Details

MIDLAND FUNDING LLC - Plaintiff

Date of Birth	Sex	Race¹
Address	Address Updated On	
2365 NORTHSIDE DR SUITE 300, San Diego, CA 92108	12-18-2017	

Also Known As

Name	Type	Date of Birth
BY ITS SERVICING AGENT MIDLAND CREDIT MANAGEMENT INC	Doing business as	

Party Attorney(s)

Attorney Name	GAL Entered
Johnson, Joseph Robert	No 12-18-2017

STANASZAK, DAVID - Defendant**Date of Birth****Sex****Race¹****Address****Address Updated On**

5506 W OKLAHOMA AVE, Milwaukee, WI 53219

12-18-2017

Judgment for money**County****Case Number****Case Caption**

Milwaukee

2017SC039815

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Judgment/Lien Date**Total Amount****Warrant Number**

01-16-2018

\$ 792.13

Date and Time Docketed**Service/Event Date**

03-22-2018 at 04:32 pm

Satisfaction**Judgment Status****Date****Type Of Tax**

Other

Vacate judgment

02-13-2018

Property/Remarks

No Attorney Fees

Civil Judgment Events**Date****Type****Amount**

02-13-2018 Vacate judgment \$ 0.00

Judgment Parties**Party Type****Name****Dismissed Status****Address****Attorney Name**

Creditor MIDLAND FUNDING LLC

No

Active

2365 NORTHSIDE DR SUITE 300, San Diego, CA 92108

Johnson, Joseph Robert

Debtor STANASZAK, DAVID

No

Active

5506 W OKLAHOMA AVE, Milwaukee, WI 53219

Costs / Amounts**Description****Amount**

Docketing fee \$ 5.00

Judgment amount \$ 669.13

Small claims filing fee \$ 118.00

Judgment for money**County****Case Number****Case Caption**

Milwaukee

2017SC039815

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Judgment/Lien Date**Total Amount****Warrant Number**

03-20-2018

\$ 830.13

Date and Time Docketed**Service/Event Date**

03-23-2018 at 08:42 am

Satisfaction**Judgment Status****Date****Type Of Tax**

No

Property/Remarks

No Attorney Fees

Judgment Parties

Party Type	Name	Dismissed	Status	Address	Attorney Name
Creditor	MIDLAND FUNDING LLC	No	Active	2365 NORTHSIDE DR SUITE 300, San Diego, CA 92108	Johnson, Joseph Robert
Debtor	STANASZAK, DAVID	No	Active	5506 W OKLAHOMA AVE, Milwaukee, WI 53219	

Costs / Amounts

Description	Amount
Docketing fee	\$ 5.00
Judgment amount	\$ 669.13
Service	\$ 38.00
Small claims filing fee	\$ 118.00

- 1 The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.
- 2 Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

Wisconsin Circuit Court Access (WCCA)

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Milwaukee County Case Number 2017SC039815

Court Record Events

	Date	Event	Court Official	Court Reporter
1	03-23-2018	Notice of entry of judgment	Barrett, John	
2	03-22-2018	Docket fee paid		
		Amount		
		\$ 5.00		
		Additional Text:		
		Adjustment Number: 18A 042418, Payable Number: 683970, Receipt Number: 18RM034246, Amount: \$5.00		
3	03-20-2018	Default judgment	Small Claims Commissioner Court	
4	03-20-2018	Hearing	Small Claims Commissioner Court	
		Additional Text:		
		Plaintiff in court by Attorney. Defendant NOT in court. Default Judgment granted to Plaintiff in the amount of \$ 669.13 plus costs with immediate entry of Judgment. No Attorney Fees. pt		
5	02-26-2018	Affidavit of service	Small Claims Commissioner Court	
6	02-19-2018	Amended summons and complaint	Small Claims Commissioner Court	
		Additional Text:		
		received from plaintiff attorney & filed.		
7	02-14-2018	Notice of entry of judgment	Barrett, John	
8	02-13-2018	Vacate judgment		
9	02-13-2018	Hearing	Small Claims Commissioner Court	
		Additional Text:		
		Plaintiff in court by Attorney. Defendant NOT in court. (FILE NOT IN COURT) Court Vacates order dated 1/16/18 and Case Adjourned for further proceedings scheduled for March 20, 2018 at 08:30 am.		
10	02-01-2018	Notes		
		Additional Text:		
		file jacket scanned.		

11 01-30-2018 Notice of entry of judgment Barrett, John

12 01-16-2018 Default judgment Small Claims Commissioner Court

13 01-16-2018 Return date Small Claims Commissioner Court

Additional Text:

Plaintiff in court by Attorney. Defendant NOT in court. Default Judgment granted to Plaintiff in the amount of \$669.13(No Atty Fees) plus costs with immediate entry of Judgment.BN

14 12-18-2017 Declaration of nonmilitary service Small Claims Commissioner Court

15 12-18-2017 Exhibit Small Claims Commissioner Court

16 12-18-2017 Filing fee paid

Amount

\$ 118.00

Additional Text:

Adjustment Number: 17A 095806, Payable Number: 662843, Receipt Number: 17RM092634,
Amount: \$118.00

17 12-18-2017 Case initiated by electronic filing

18 12-18-2017 Summons and complaint Small Claims Commissioner Court

Exhibit B

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Amended
**Judgment/Notice of
Entry of Judgment**

Case No. 2017SC039815

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

IT IS ORDERED:

Judgment for **Money** was entered into the court record on January 16, 2018.

In favor of [Creditor]:

MIDLAND FUNDING LLC
DBA BY ITS SERVICING AGENT MIDLAND CREDIT
MANAGEMENT INC
2365 NORTHSIDE DR SUITE 300
San Diego CA 92108

Creditor's attorney:

Joseph Robert Johnson
Kohn Law Firm SC
735 N. Water Street Ste 1300
Milwaukee WI 53202

Against [Debtor]:

DAVID STANASZAK
5506 W OKLAHOMA AVE
Milwaukee WI 53219

Debtor's attorney:

Amount of Judgment:	\$ 669.13
Interest:	0.00
Attorney Fee:	0.00
Filing Fees:	118.00
Service Fees:	0.00
Docketing Fee:	0.00
Witness Fee:	0.00
Pre-Judgment Interest:	0.00
Other costs:	0.00

Comments: No Attorney Fees

Total Money Judgment: \$ 787.13

Docketing Date:
Date notice mailed: 01-30-2018

Docketing Time:

IF THIS JUDGMENT WAS ENTERED FOLLOWING A HEARING BY A CIRCUIT COURT JUDGE, IT IS FINAL FOR PURPOSES OF APPEAL AND THE TIME FOR APPEAL BEGAN ON THE DATE OF ENTRY INTO THE COURT RECORD.

BY THE COURT:

Electronically signed by John Barrett

Circuit Court Judge Circuit Court Commissioner Clerk Deputy Clerk

January 30, 2018
Date

Note to Creditor: If the docketing fee is not paid, the judgment will not be docketed.

Distribution:

Court Original
Joseph Robert Johnson
DAVID STANASZAK

Exhibit C

FILED
02-14-2018
John Barrett
Clerk of Circuit Court

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Amended
**Judgment/Notice of
Entry of Judgment**

Case No. 2017SC039815

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

IT IS ORDERED:

Judgment for **Money** was entered into the court record on January 16, 2018.

In favor of [Creditor]:

MIDLAND FUNDING LLC
DBA BY ITS SERVICING AGENT MIDLAND CREDIT
MANAGEMENT INC
2365 NORTHSIDE DR SUITE 300
San Diego CA 92108

Creditor's attorney:

Joseph Robert Johnson
Kohn Law Firm SC
735 N. Water Street Ste 1300
Milwaukee WI 53202

Against [Debtor]:

DAVID STANASZAK
5506 W OKLAHOMA AVE
Milwaukee WI 53219

Debtor's attorney:

Amount of Judgment:	\$ 669.13
Interest:	0.00
Attorney Fee:	0.00
Filing Fees:	118.00
Service Fees:	0.00
Docketing Fee:	0.00
Witness Fee:	0.00
Pre-Judgment Interest:	0.00
Other costs:	0.00

Comments: No Attorney Fees

Total Money Judgment: \$ 787.13

Docketing Date:
Date notice mailed: 02-14-2018

Docketing Time:

IF THIS JUDGMENT WAS ENTERED FOLLOWING A HEARING BY A CIRCUIT COURT JUDGE, IT IS FINAL FOR PURPOSES OF APPEAL AND THE TIME FOR APPEAL BEGAN ON THE DATE OF ENTRY INTO THE COURT RECORD.

BY THE COURT:

Electronically signed by John Barrett

Circuit Court Judge Circuit Court Commissioner Clerk Deputy Clerk

Note to Creditor: If the docketing fee is not paid, the judgment will not be docketed.
Distribution:

February 14, 2018
Date

Court Original
Joseph Robert Johnson
DAVID STANASZAK

Exhibit D

MIDLAND FUNDING LLC vs. DAVID STANASZAK

Amended *Enmendado*
Summons and Complaint
Small Claims
Citaciones y Demandas
Reclamos de menor cuantía

Case No. 2017SC039815
Número de causa
 Claim for money (\$10,000 or less) 31001
Reclamo de dinero (\$10.000 o menos)

FILED
 02-19-2018
 John Barrett
 Clerk of Circuit Court
 2017SC039815
 Honorable Small
 Claims Commissioner
 Court

Plaintiff: Demandante:
 MIDLAND FUNDING LLC
 2365 NORTHSIDE DR SUITE 300
 San Diego CA 92108

Defendant: Demandado(s):
 DAVID STANASZAK
 5506 W OKLAHOMA AVE
 Milwaukee WI 53219

2-21
 5:37 pm jje

If you require reasonable accommodations due to a disability to participate in the court process, please call at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.
Si necesita ajustes razonables debido a una discapacidad para poder participar en el procedimiento judicial, sírvase llamar como mínimo 10 días hábiles antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.
Este documento no sustituye el uso de un intérprete, ni los coloquios judiciales exigidos por la ley. Tampoco sustituye la responsabilidad del tribunal y los abogados de asegurarse de que las personas cuya comprensión del idioma inglés sea limitada entiendan por completo sus derechos y obligaciones.

SUMMONS CITACIÓN

To the Defendant(s): Para el/los demandado/s:
 You are being sued as described on the attached complaint. If you wish to dispute this matter: *Lo están demandando según lo indicado abajo. Si desea disputar este asunto:*

- You must appear at the time and place stated.
Debe comparecer a la hora y en el lugar establecidos.
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.
Debe presentar una respuesta por escrito y proporcionar una copia al demandante o al abogado del demandante en la fecha y hora establecidas o con anterioridad a ellas.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.
Si no comparece ni responde, el demandante puede ganar esta causa y se puede dictar un fallo a favor de lo que el demandante esté solicitando.

When to Appear/File an Answer <i>Fecha para comparecer/presentar una respuesta</i>	
Date <i>Fecha</i> 03-20-2018	Time <i>Hora</i> 08:30 am
Place to Appear/File an Answer <i>Lugar para comparecer/presentar una respuesta</i>	
Milwaukee County Courthouse Room 400 901 North 9th Street Milwaukee WI 53233	
Clerk/Attorney Signature <i>Firma del Actuario de Juzgado/Abogado</i> Electronically Signed by John Barrett	Date Summons Issued <i>Fecha de emisión de la citación</i> 02-20-2018
	Date Summons Mailed <i>Fecha en la que se envió la citación</i>

FILED
02-19-2018
John Barrett
Clerk of Circuit Court
2017SC039815
Honorable Small Claims
~~Commissioner Court~~

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)
Demandante: (Nombre [primero, segundo, apellido], domicilio, estado, ciudad, código postal)
MIDLAND FUNDING LLC
BY ITS SERVICING AGENTMIDLAND CREDIT MANAGEMENT INC
2365 NORTHSIDE DR SUITE 300
SAN DIEGO CA 92108

See attached for additional plaintiffs
Ver adjunto para otros demandantes

Amended *Enmendado*

-vs- -contra-

Summons and Complaint
Small Claims
Citaciones y Demandas
Reclamos de menor cuantía

To: Defendant(s): (Name [first, middle, last], Address, City, State, Zip)
Para: Demandado(s): (Nombre [primero, segundo, apellido], domicilio, ciudad, estado, código postal)

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

Case No. 17SC039815
Número de caso

See attached for additional defendants
Ver adjunto para otros demandados

- Claim for money (\$10,000 or less) 31001
Reclamo de dinero (\$10,000 o menos)
- Return of property (replevin) 31003
Devolución de propiedad (Reivindicación de cosas muebles)
- Eviction Desalojo 31004
- Eviction due to foreclosure 31002
Desalojo por ejecución de hipoteca
- Arbitration award 31006
Sentencia de arbitraje
- Return of earnest money 31008
Devolución de señal
- Tort/Personal injury (\$5,000 or less) 31010
Agravio/Daños Corporales (\$5,000 o menos)

If you require reasonable accommodations due to a disability to participate in the court process, please call 414-985-5757 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

Si necesita ajustes razonables debido a una discapacidad para poder participar en el procedimiento judicial, sírvase llamar como mínimo 10 días hábiles antes de la fecha judicial programada. Por favor tome en cuenta que el tribunal no proporciona transporte.

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations. Este documento no sustituye el uso de un intérprete, ni los coloquios judiciales exigidos por la ley. Tampoco sustituye la responsabilidad del tribunal y los abogados de asegurarse de que las personas cuya comprensión del idioma inglés sea limitada entiendan por completo sus derechos y obligaciones.

SUMMONS CITACION

To the Defendant(s): Para el/los demandado/s:
You are being sued as described below. If you wish to dispute this matter:
Lo están demandando según lo indicado abajo. Si desea disputar este asunto:

You must appear at the time and place stated.
Debe comparecer a la hora y en el lugar establecidos.

AND/OR (Clerk will circle one)
Y/O (El Actuario del juzgado marcará una)

You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.
Debe presentar una respuesta por escrito y proporcionar una copia al demandante o al abogado del demandante en la fecha y hora establecidas o con anterioridad a ellas.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.
Si no comparece ni responde, el demandante puede ganar esta causa y se puede dictar un fallo a favor de lo que el demandante esté solicitando.

Clerk/Attorney Signature Firma del Actuario de Juzgado/Abogado

John Barrett

When to Appear/File an Answer Fecha para comparecer/ presentar una respuesta	
Date March 20, 2018 Fecha	Time 8:30 A.M. Hora
Place to Appear/File an Answer Lugar para comparecer/presentar una respuesta	
Milwaukee County Courthouse 901 N. 9 th Street, Room 400 Milwaukee, WI 53233	
Date Summons Issued Fecha de emisión de la citación	Date Summons Mailed Fecha en la que se envió la citación

COMPLAINT DEMANDA

Plaintiff's Demand: Demanda del demandante:

The plaintiff states the following claim against the defendant(s):
 El demandante realiza la siguiente demanda contra el/los demandado/s:

1. Plaintiff demands judgment for: (Check as appropriate) El demandante exige un fallo por: (Marcar lo que corresponda)
- Claim for Money \$869.13
Reclamo de dinero
 - Tort/Personal injury
Agravio/Daños Corporales
 - Return of Earnest Money
Devolución de seña
 - Eviction
Desalojo
 - Eviction due to foreclosure
Desalojo por ejecución de hipoteca
 - Return of property (replevin) (Describe property in 2 below.) Devolución de propiedad (Reivindicación de cosas muebles) (Describe los bienes en el punto 2 abajo)
 (Not to include Wis. Stats. 425.205 actions to recover collateral.)
 (Excluyendo las acciones en virtud de las leyes de Wisconsin 425.205 para la recuperación de bienes dados en garantía.)
 - Confirmation, vacation, modification or correction of arbitration award.
 Confirmación, anulación, modificación o corrección de sentencia arbitral.
 Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
 Más intereses, costos, honorarios legales, de existir, y toda otra asistencia que el tribunal considere adecuada.
2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)
 Breve declaración de fechas y hechos: (Si es una acción de desalojo y busca el resarcimiento de dinero, debe también indicar ese reclamo en este formulario)

See attached for additional information. Provide copy of attachments for court and defendant(s).
 Ver adjunto para información adicional. Proporcione copia de adjunto para el tribunal y el/los demandado/s.

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.
Verificación: Declaro bajo juramento que la demanda precedente es verdadera, excepto con respecto a aquellos asuntos basados en información y creencias, y en cuanto a esos asuntos, creo que son verdaderos.

I am: plaintiff. attorney for the plaintiff.
 Soy: demandante. abogado del demandante.

State of Wisconsin
 Estado de
 County of Milwaukee
 Condado de

Subscribed and sworn to before me on _____
 Suscrito y jurado ante mí

Notary Public/Court Official
 Notario Público, Funcionario del tribunal

Name Printed or Typed
 Nombre escrito en letra de molde o a máquina.

My commission/term expires:
 Mi comisión/mandato vence:

Signature of Plaintiff or Attorney Firma del demandante o abogado Electronically signed by: */s/ JOSEPH R. JOHNSON	Date Fecha February 15, 2018	Attorney's State Bar Number Número de inscripción del abogado en el Colegio de Abogados 1053052
Plaintiff's/Attorney's Telephone Number Teléfono del demandante/abogado 414/276-0435	Law Firm and Address Bufete de abogados y domicilio Kohn Law Firm S.C. 735 N. Water St., Suite 1300 Milwaukee, WI 53202	

Our File #907138

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

MIDLAND FUNDING LLC
BY ITS SERVICING AGENT
MIDLAND CREDIT MANAGEMENT INC
2365 NORTHSIDE DR SUITE 300
SAN DIEGO CA 92108

Plaintiff,

vs.

COMPLAINT

Case No.

***AMOUNT CLAIMED IS \$10,000 OR
LESS

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

Defendant.

Now comes the plaintiff by the Kohn Law Firm S.C., plaintiff's attorneys, and for a cause of action against the defendant, alleges as follows:

1. The plaintiff in this action is:

MIDLAND FUNDING LLC
BY ITS SERVICING AGENT
MIDLAND CREDIT MANAGEMENT INC
2365 NORTHSIDE DR SUITE 300
SAN DIEGO CA 92108

2. Upon information and belief, the defendant is:

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

3. The original creditor, CITIBANK, N.A. - BEST BUY, entered into a charge account agreement with the defendant identified as Account # *****9874, and the defendant obtained various goods, services, merchandise and/or money on credit.

4. The plaintiff is in the business of purchasing debt, and is the successor in interest to the original creditor.

5. As successor in interest to the original creditor, plaintiff is entitled to collect all sums previously

due to the original creditor.

FIRST CAUSE OF ACTION - ACCOUNT STATED

6. The plaintiff realleges and incorporates paragraphs 1 through 5 above.
7. The original creditor provided statements to the defendant evidencing the credit account activity.
8. The defendant retained the statements without making written objection thereto.
9. The defendant has failed to pay the amount set forth on the statements and there remains a balance due.

SECOND CAUSE OF ACTION - IMPLIED CONTRACT/UNJUST ENRICHMENT

10. The plaintiff realleges and incorporates paragraphs 1 through 5 above.
11. The original creditor conferred a benefit upon the defendant by providing various goods, services, merchandise and/or money to the defendant on credit.
12. The defendant was unjustly enriched by retaining the benefit of the various goods, services, merchandise and/or money and not paying for same.

DAMAGES

13. The plaintiff is seeking to recover from the defendant the amount set forth below, calculated as follows:

Principal, interest and fees through date of attached statement:	\$669.13
Late fees from the date of attached statement to December 13, 2017:	\$.00
Interest from the date of attached statement to December 13, 2017:	\$.00
Payments and/or credits received from the date of attached statement to December 13, 2017:	\$.00
TOTAL:	<u>\$669.13</u>

14. The defendant refuses to pay this debt despite due demand having been made by the plaintiff.
15. Attached hereto and incorporated herein by reference is a billing statement addressed to the defendant reflecting the total outstanding balance on the defendant's account at the time this billing statement was issued.

WHEREFORE, the plaintiff demands judgment against the defendant in the amount of \$669.13, as well as the costs and disbursements of this action and any other relief this court deems just and equitable. Plaintiff waives statutory attorney fees.

NOTICE: This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Dated this December 13, 2017.

Electronically Signed By: KOHN LAW FIRM S.C.
/s/ JOSEPH R. JOHNSON
JOSEPH R. JOHNSON
Attorney for Plaintiff
State Bar No. 1053052

735 N. Water St., Suite 1300
Milwaukee, WI 53202-4106
(414) 276-0435

907138

Account StatementSend Notice of Billing Error and Customer Service Inquiries to:
BEST BUY CREDIT SERVICES
PO Box 790441, St. Louis, MO 63178
John Barrett**My Best Buy[®]**
MasterCard[®]Customer Service:
bestbuy.accountonline.com
Account Inquiries:
1-888-620-5879Clerk of Circuit Court
Account Number: 2017SC039815 9874

Summary of Account Activity	
Previous Balance	\$628.62
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$5.51
New Balance	\$669.13
Past Due Amount	\$277.00
Credit Limit \$0.00	
Available Credit \$0.00	
Cash Advance Limit \$0.00	
Available Cash Limit \$0.00	
Amount Over Credit Limit \$169.13	
Statement Closing Date 07/23/2015	
Next Statement Closing Date 08/23/2015	
Days in Billing Cycle 31	

Payment Information	
New Balance	\$669.13
Minimum Payment Due	\$494.13
Payment Due Date	August 17, 2015
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.	
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...
Only the minimum payment	2 years
	And you will end up paying an estimated total of... \$921
If you would like information about credit counseling services, call 1-877-337-8188.	

You must pay your promotional balance of \$341.00 in full by 11/17/15 to avoid paying deferred interest charges.

To see recent updates to your MasterCard benefits, go to www.mastercard.com/credit-gib.

Please update your phone number, including cell phone number on the back of the payment coupon.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

8 HM 15

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4.

Page 1 of 4

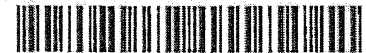
This Account is Issued by Citibank, N.A.

↑ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓

PO BOX 6204
SIOUX FALLS, SD 57117-6204

Statement Enclosed

Your Account Number is 9874



Pay your bill and more via your
Account Online

bestbuy.accountonline.com

Payment Due Date	August 17, 2015
New Balance	\$669.13
Past Due Amount [†]	\$277.00
Minimum Payment Due	\$494.13

Amount Enclosed: \$

[†]Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.
Make Checks Payable to ▼

DAVID STANASZAK
2459 S 43RD ST APT 10
MILWAUKEE, WI 53219-2367

BEST BUY CREDIT SERVICES
PO BOX 688911
DES MOINES, IA 50368-8911

MIDLAND FUNDING LLC vs. DAVID STANASZAK

**Electronic Filing
Notice**

Case No. 2017SC039815
Class Code: Sm Claim, Claim Under \$ Limit

FILED
02-20-2018
John Barrett
Clerk of Circuit Court
2017SC039815
Honorable Small
Claims Commissioner
Court

DAVID STANASZAK
5506 W OKLAHOMA AVE
MILWAUKEE WI 53219

Case number 2017SC039815 was electronically filed with/converted by the Milwaukee County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 49bbab

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

BY THE COURT:

Electronically signed by John Barrett
Clerk of Circuit Court

02-20-2018
Date

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
DAVID STANASZAK

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

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

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

VI. CAUSE OF ACTION

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

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

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

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: May 1, 2018 SIGNATURE OF ATTORNEY OF RECORD: s/ Mark A. Eldridge

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

DAVID STANASZAK,

Plaintiff(s)

v.

KOHN LAW FIRM, S.C., and
MIDLAND FUNDING, LLC

Defendant(s)

Civil Action No. 18-cv-680

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) KOHN LAW FIRM S.C.
c/o ROBERT E POTRZEBOWSKI JR
735 N Water Street # 1300
Milwaukee, Wisconsin 53202

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:

Mark A. Eldridge
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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

DAVID STANASZAK,

Plaintiff(s)

v.

KOHN LAW FIRM, S.C.,
and MIDLAND FUNDING, LLC

Defendant(s)

Civil Action No. 18-cv-680

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MIDLAND FUNDING, LLC
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

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

Mark A. Eldridge
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. 18-cv-680

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

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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: [Kohn Law Firm, Midland Funding Sued Over Allegedly Abusive Collection Practices](#)
