

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

SAMANTHA STARKEY, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-411
)	
Plaintiff,)	CLASS ACTION COMPLAINT
vs.)	
)	
GUARDIAN CREDIT UNION,)	Jury Trial Demanded
)	
Defendant.)	

INTRODUCTION

1. This class action seeks redress for outrageous collection practices that violate the the U.S. Bankruptcy Code and the Wisconsin Consumer Act, Ch. 421-427, Wis. Stat. Defendant Guardian Credit Union (“Guardian”) attempted to collect an alleged debt from Plaintiff that had been discharged in Plaintiff’s 2015 chapter 7 bankruptcy case. Guardian’s conduct has the effect of deceiving consumers into making a payment, which resurrects a debt that has been discharged in a bankruptcy proceeding. Guardian’s conduct is unmistakably confusing, misleading, and deceptive, and is the type of conduct that the WCA was intended to prohibit.

JURISDICTION AND VENUE

2. The Court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 28 U.S.C. §§ 1332, 1332d, and 1367.

3. Plaintiff resides in the state of Wisconsin. Defendant is a federal credit union whose primary place of business is located in Wisconsin.

4. This matter in controversy potentially exceeds \$5,000,000. Each member of the proposed Class is entitled to recover the greater of his or her actual damages or statutory damages up to \$1,000.00, plus costs and reasonable attorney’s fees. Wis. Stat. § 425.304. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C. § 1332(d)(2).

5. At least one Class member belongs to a different state from Guardian. Guardian's 2016 Annual Report, available at <https://www.guardiancu.org/about-us/2016-annual-financial-reports>, states that Guardian had 35,831 members in 2016. Further, Guardian's membership is open to non-Wisconsin residents. Guardian's requirements to become a new member merely require that "someone in [the member's] immediate family lives or work" in specified southeastern Wisconsin counties. Therefore, both elements of diversity jurisdiction under the Class Action Fairness Act of 2005 ("CAFA") are present.

6. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

7. Plaintiff Samantha Starkey is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

8. Plaintiff is a "customer" as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that she engaged in a consumer transaction.

9. Defendant Guardian is a credit union organized under the laws of the United States of America. Defendant Guardian is headquartered at 11220 W. Oklahoma Ave., Milwaukee, WI 53227.

10. With respect to Plaintiff and the class, Guardian is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts.

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

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

13. The Western District of Wisconsin has also 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).

14. Guardian is in the business of collecting debts owed to itself or its predecessors in interest, incurred for personal, family or household purposes.

FACTS

15. Some time in or around July 2012, Plaintiff obtained an automobile loan from Guardian Credit Union.

16. The loan constituted a “consumer credit transaction” under the WCA, Wis. Stat. §§ 421-427.

17. Wis. Stat. § 421.301(10) defines a “consumer credit transaction”:

a consumer transaction between a merchant and a customer in which real or personal property, services or money is acquired on credit and the customer’s obligation is payable in installments or for which credit a finance charge is or may be imposed, whether such transaction is pursuant to an open-end credit plan or is a transaction involving other than open-end credit. The term includes consumer credit sales, consumer loans, consumer leases and transactions pursuant to open-end credit plans.

18. Automobile loans are consumer credit transactions.

19. Sometime in 2014, Plaintiff’s account was in default. At the time, Plaintiff owed approximately \$4,970.64 on the loan.

20. On October 29, 2015, Guardian sued Plaintiff in the small claims division of the Milwaukee County Circuit Court, and the action was designated No. 2015sc28955 (the “Small

Claims Action”). Upon information and belief, Guardian sought to collect the same automobile loan referenced above in the Small Claims Action.

21. Guardian sought only a money judgment in the Small Claims Action. It did not seek replevin of the automobile.

22. On December 31, 2015, Plaintiff filed a chapter 7 bankruptcy petition in the bankruptcy court in the Eastern District of Wisconsin. Schedule F of Plaintiff’s bankruptcy petition listed the Guardian Credit Union account and valued the claim at \$5,502.00.

23. Plaintiff sent, and Guardian Credit Union received, notice of Plaintiff’s bankruptcy filing.

24. Despite the pendency of the bankruptcy case, Guardian allowed the small claims court to enter default judgment against Plaintiff and in favor of Guardian on January 22, 2016.

25. Plaintiff received a discharge on April 6, 2016. The certificate of notice, which shows that Guardian Credit Union was notified of the discharge, as well as the accompanying Order of Discharge are attached as Exhibit A.

26. From the time she filed the 2015 bankruptcy to the present, Plaintiff made no payments on the Guardian Credit Union account to Guardian or anyone else.

27. On or around July 1, 2017, Guardian mailed a statement to Plaintiff regarding the Guardian Credit Union account that had been discharged in Plaintiff’s 2015 bankruptcy. A copy of Guardian’s statement is attached as Exhibit B.

28. Exhibit B states the following:

GUARDIAN CREDIT UNION	
Member No.:	XXXXXXXX822
Statement Period:	04/01/17 to 06/30/17
Page No.:	1 of 1
ACCOUNT SUMMARY	
Type	Total Balance
Savings Accounts	0.00
Checking Accounts	0.00
Certificate Accounts	0.00
Club Accounts	0.00
Loan Accounts	4,970.64

29. Exhibit B also states:

CHARGE OFF-LC-FILO USED				
Transaction Description	Amount	Principal	Fin. Chg.	Balance
Balance Forward				4,970.64
Ending balance subject to interest rate				4,970.64
Payment Information				
Next Payment		279.94		
Past Due		4,970.64		
Total Due		4,970.64		
Late Charge Due		0.00		
Due Date		09/16/14		

30. Guardian sent two additional statements to Plaintiff regarding the same debt on or around October 1, 2017 and January 2, 2018. Copies of these statements are attached as Exhibits C and D. Each of those statements represented that Plaintiff owed a debt of \$4,970.64 to Guardian.

31. Exhibits B, C and D misrepresent that Plaintiff owes a debt to Guardian.

32. The alleged debt referenced in Exhibits B, C and D was discharged in Plaintiff's Chapter 7 bankruptcy. Exhibit A.

33. 11 U.S.C. § 524(a)(2) states:

(a) A discharge in a case under this title—

...

(2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived;

34. Collecting a debt that has been discharged in bankruptcy after having received notice of the bankruptcy petition is "claim[ing], or attempt[ing] or threaten[ing] to enforce a right with knowledge or reason to know that the right does not exist." Wis. Stat. § 427.104(1)(j).

35. Guardian's conduct would also be a violation of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA") if the FDCPA generally applied to original creditors. Plaintiff does not bring an FDCPA claim in this complaint. *See* 15 U.S.C. § 1692a(6).

36. The WCA, however, is to be interpreted consistently with the FDCPA, and the standard is the FDCPA's objective "unsophisticated consumer" standard. *See Brunton v. Nuwell Credit Corp.*, 325 Wis. 2d 135, 161 n.12, 785 N.W.2d 302, 314 n.12 (2010) (coordinating the Wisconsin Supreme Court's interpretation of the WCA with the FDCPA, and noting that other courts have done so as well). In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the "unsophisticated consumer" standard for the analysis of WCA debt collection actions, citing and discussing *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994).

37. Like the WCA, the FDCPA prohibits false and misleading "threat[s] to take any action that cannot legally be taken or that is not intended to be taken." 15 U.S.C. § 1692e(5); *see also McMahon v. LVNV Funding, LLC*, 744 F.3d 1010, 1020 (7th Cir. 2014) (a debt collector violates the FDCPA when it misleads an unsophisticated consumer to believe a time-barred debt is legally enforceable).

38. Defendant knew or should have known that its misrepresentations violate the WCA.

39. Any reasonable lender or debt collector would use bankruptcy "scrubbing" software that identifies accounts that have been discharged in bankruptcy.

40. Defendant's misrepresentation is likely to cause emotional distress to the unsophisticated consumer, who is afraid of having to deal with debt that the consumer believed to be discharged in bankruptcy, but was now reappearing after discharge. *See Wis. Stat. § 427.105(1)* ("actual damages shall include damages caused by emotional distress or mental anguish with or without accompanying physical injury proximately caused by a violation of this chapter").

41. Plaintiff did suffer emotional distress as a result of Exhibits B, C and D. She suffered stress and anxiety from receiving a letter stating that Guardian was pursuing an old debt that she thought had been discharge in the bankruptcy.

42. Plaintiff also had to spend time and money investigating Exhibits B, C and D, and the consequences of any potential responses to Exhibits B, C and D.

43. 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 B, C and D.

COUNT I – WCA

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

45. Guardian attempted to collect Plaintiff's alleged debt that had been discharged in bankruptcy. Exhibits A, B, C and D.

46. Guardian attempts to collect a debt that does not exist, or that it is prohibited by law from collecting.

47. Defendant violated Wis. Stat. § 427.104(1)(j).

CLASS ALLEGATIONS

48. Plaintiff brings this action on behalf of a Class consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a statement in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a debt owed to Guardian, (d) incurred for personal, family, or household purposes, (e) that had been discharged in bankruptcy, (f) between March 14, 2016 and March 14, 2018, inclusive, (g) that was not returned by the postal service.

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

50. 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 questions are whether the Defendant complied with Wis. Stat. § 427.104(1)(j), and whether Guardian mailed collection letters that were barred by the bankruptcy code's discharge injunction.

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

52. 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.

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

JURY DEMAND

54. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

- (a) actual damages;
- (b) statutory damages;
- (c) Injunctive relief, including but not limited to:
 - i) An Order enjoining Guardian from continuing to collect the account identified in Exhibits B, C and D from Plaintiff;

- ii) An Order enjoining Guardian from mailing statements in the form of Exhibits B, C or D to the Complaint in this Action to customers who have discharged the debt in bankruptcy; and
- iii) An Order requiring Guardian to implement reasonable procedures to detect accounts discharged in bankruptcy, prior to mailing communications that represent that a customer owes a debt;
- (d) attorneys' fees, litigation expenses and costs of suit; and
- (e) such other or further relief as the Court deems proper.

Dated: March 14, 2018

ADEMI & O'REILLY, LLP

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

United States Bankruptcy Court
Eastern District of Wisconsin

In re:
Samantha K Starkey
Debtor

Case No. 15-33791-beh
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0757-2

User: admin
Form ID: 318

Page 1 of 2
Total Noticed: 31

Date Rcvd: Apr 07, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 09, 2016.

db
9578084 +Samantha K Starkey, 2415 Nicholson Ave., Apt. 410-4, South Milwaukee, WI 53172-2338
9578086 +Aes/nct, Po Box 61047, Harrisburg, PA 17106-1047
9578088 +Aurora Health Care Inc, PO Box 809418, Chicago, IL 60680-9418
9578103 +Capital Management Services, LP, PO Box 964, Buffalo, NY 14220-0964
9578104 +GC Services Limited Partnership, PO Box 1389, Copperas Cove, TX 76522-5389
9578106 Guardian Credit Union, 4502 W Greenfield Ave, West Milwaukee, WI 53214
9578109 +Kohn Law Firm, 735 N. Water Street, Suite 1300, Milwaukee, WI 53202-4106
9578110 +Mercantile Adjustment Bureau, LLC, PO Box 9055, Buffalo, NY 14231-9055
9578111 +Messerli & Kramer, 3033 Campus Dr., #250, Minneapolis, MN 55441-2662
9578119 +Northland Group Inc, PO Box 390905, Minneapolis, MN 55439-0905
9578120 +Northstar Location Services, LLC, PO Box 49, Bowmansville, NY 14026-0049
9578121 +State Collection Service, Po Box 6250, Madison, WI 53716-0250
9578127 +The CBE Group, PO Box 480, Waterloo, IA 50704-0480
9578128 +United Collection Bureau, PO Box 1418, Maumee, OH 43537-8418

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

tr
9578085 +EDI: QJMCAFFIDI.COM Apr 08 2016 00:28:00 John M. Scaffidi, 4701 North Port Washington Road, P.O. Box 11975, Milwaukee, WI 53211-0975
9578089 +EDI: ALLIANCEONE.COM Apr 08 2016 00:28:00 AllianceOne Receivables Management Inc, PO Box 3111, Southeastern, PA 19398-3111
9578091 +EDI: CAPITALONE.COM Apr 08 2016 00:28:00 Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
9578092 +EDI: CHASE.COM Apr 08 2016 00:28:00 Chase Card Services, Attn: Correspondence Dept, Po Box 15298, Wilmington, DE 19850-5298
9578093 +EDI: WFNNB.COM Apr 08 2016 00:28:00 Comenity Bank/vctrsec, Po Box 182125, Columbus, OH 43218-2125
9578099 +E-mail/Text: electronicbkydocs@nelnet.net Apr 08 2016 00:43:07 Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578100 +EDI: DISCOVER.COM Apr 08 2016 00:28:00 Discover Financial, Attn: Bankruptcy, Po Box 3025, New Albany, OH 43054-3025
9578101 +EDI: TSYS2.COM Apr 08 2016 00:28:00 Dsnb Macys, Macys Bankruptcy Department, Po Box 8053, Mason, OH 45040-8053
9578102 +E-mail/Text: bknotice@erccollections.com Apr 08 2016 00:43:08 ERC/Enhanced Recovery Corp, 8014 Bayberry Rd, Jacksonville, FL 32256-7412
9578105 +EDI: FSAE.COM Apr 08 2016 00:28:00 Firstsource Advantage LLC, 205 Bryant Woods South, Buffalo, NY 14228-3609
9578107 +EDI: CBSKOHL.S.COM Apr 08 2016 00:28:00 Kohls/Capital One, Po Box 3120, Milwaukee, WI 53201-3120
9578111 +EDI: LTDFINANCIAL.COM Apr 08 2016 00:28:00 LTD Financial Services LP, 7322 Southwest Freeway, Suite 1600, Houston, TX 77074-2134
9578112 +EDI: MID8.COM Apr 08 2016 00:28:00 Midland Funding LLC, by its Servicing Agent, Midland Credit Management Inc., 8875 Aero Drive Suite 200, San Diego, CA 92123-2255
9578124 +EDI: NAVIENTFKASMSERV.COM Apr 08 2016 00:28:00 Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578126 +EDI: RMSC.COM Apr 08 2016 00:28:00 Syncb Bank/American Eagle, Attn: Bankruptcy, Po Box 103104, Roswell, GA 30076-9104
9578129 +EDI: URSI.COM Apr 08 2016 00:28:00 United Recovery Systems LP, PO Box 722910, Houston, TX 77272-2910

TOTAL: 17

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

9578087* +Aurora Health Care Inc, PO Box 809418, Chicago, IL 60680-9418
9578090* +Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
9578094* +Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578095* +Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578096* +Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578097* +Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578098* +Dept Of Ed/Nelnet, Attn: Claims, Po Box 82505, Lincoln, NE 68501-2505
9578108* +LTD Financial Services LP, 7322 Southwest Freeway, Suite 1600, Houston, TX 77074-2134
9578113* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578114* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578115* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578116* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578117* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578118* +Navient, Attn: Claims Dept, Po Box 9500, Wilkes-Barr, PA 18773-9500
9578122* +State Collection Service, Po Box 6250, Madison, WI 53716-0250
9578123* +State Collection Service, Po Box 6250, Madison, WI 53716-0250
9578125* +Syncb Bank/American Eagle, Attn: Bankruptcy, Po Box 103104, Roswell, GA 30076-9104

TOTALS: 0, * 17, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Information to identify the case:

Debtor 1 Samantha K Starkey
First Name Middle Name Last Name
Debtor 2 _____
(Spouse, if filing) First Name Middle Name Last Name

Social Security number or ITIN [REDACTED]
EIN ____-_____
Social Security number or ITIN ____-_____
EIN ____-_____

United States Bankruptcy Court **Eastern District of Wisconsin**
Case number: **15-33791-beh**

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Samantha K Starkey

4/6/16

By the court: Beth E. Hanan
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

Exhibit B



4501 W. Greenfield Avenue
 West Milwaukee, WI 53214-9820
 (414) 546-7450 • (800) 556-5154
 guardiancu.org

Account Statement

29-9627 1 AV 0.373 0.349 MC 465
 SAMANTHA STARKEY
 1621 RAWSON AVE
 SOUTH MILWAUKEE, WI 53172-1845

465s

GUARDIAN CREDIT UNION

Member No.: XXXXXXX822
 Statement Period: 04/01/17 to 06/30/17
 Page No.: 1 of 1

ACCOUNT SUMMARY

Type	Total Balance
Savings Accounts	0.00
Checking Accounts	0.00
Certificate Accounts	0.00
Club Accounts	0.00
Loan Accounts	4,970.64

Loan: CHARGE OFF-LC-FILE USED

Trans.	Post	Transaction Description	Amount	Principal	Fin. Chg.	Balance
		Balance Forward				4,970.64
		Ending balance subject to interest rate				4,970.64

Payment Information

Next Payment	279.94
Past Due	4,970.64
Total Due	4,970.64
Late Charge Due	0.00
Due Date	09/16/14

Totals This Period

Total Fees for This Period	0.00
Total Interest Charged for This Period	0.00

Totals Year to Date

Total Principal Paid Year to Date	0.00
Total Fees Year to Date	0.00
Total Interest Charged Year to Date	0.00

2016 Information

Total Principal Paid in 2016	0.00
Total Interest Charged in 2016	0.00
Total Fees Charged in 2016	0.00

YTD Totals for All Accounts

Dividends Paid	0.00
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TIME TO
Celebrate
WITH OUR
90 DAY
NO PAY



Offer good July 1 - July 31, 2017 on new Guardian loans only (no rollovers of existing Guardian loans). The 90 day no pay promotion available for qualified credit candidates only. Unsecured and real estate loans are not eligible for this promotion. A \$5.00 savings account is required. Guardian Credit Union membership is open to those living or working in Milwaukee, Waukesha, Kenosha, Ozaukee, Racine, Walworth and Washington counties. Federally insured by NCUA.

SHARE DRAFT RECONCILIATION

DRAFTS OUTSTANDING – NOT CHARGED TO ACCOUNT				MONTH _____ 20____
DRAFT NUMBER	AMOUNT	DRAFT NUMBER	AMOUNT	
				ENDING BALANCE SHOWN ON THIS STATEMENT \$ _____
				DEPOSITS NOT CREDITED IN THIS STATEMENT (IF ANY) + \$ _____
				ADD + \$ _____
				+ \$ _____
				+ \$ _____
				+ \$ _____
				SUB-TOTAL \$ _____
				DRAFTS OUTSTANDING SUBTRACT - \$ _____
				BALANCE \$ _____
				NOTE: DIVIDENDS, IF ANY, THAT APPEAR AS A DEPOSIT ON THIS STATEMENT MUST ALSO BE ENTERED IN YOUR SHARE DRAFT REGISTER AS A DEPOSIT, IN ORDER TO BALANCE.
				THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR SHARE DRAFT STATEMENT.
TOTAL		\$		

TAX AND GENERAL INFORMATION. RETAIN THIS STATEMENT FOR YOUR RECORDS.

Important information: This statement of account contains income tax reporting data, year to date interest and / or dividend. The dividend amount will be reported to federal and state governments per requirements. Retain your statement of account for purposes of income tax reporting.

The amount of dividends received as shown on this statement is reportable as "Interest Earned" on your Income Tax Return.

SHARES ARE NOT TRANSFERABLE EXCEPT AS AUTHORIZED BY THE CREDIT UNION.

The "Finance Charge" is inclusive of all costs for the credit including what previously was termed "interest". It is computed at the time a payment is received by multiplying the loan balance by the number of days it has been outstanding by the periodic rate as shown on the face of the statement.

Loan Balance does not include "Finance Charge". "Finance Charge" due is computed by multiplying the loan balance by the periodic rate per day as shown on the statement and then multiplying the result by the number of days from the last loan transaction to the current date.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us (on a separate sheet) at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Write us at the address shown on the front of this statement or call us at the telephone number shown as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1.) Tell us your name and account number.
- (2.) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3.) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

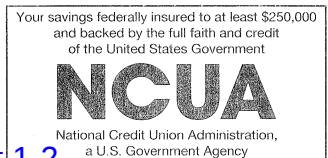


Exhibit C



4501 W. Greenfield Avenue
 West Milwaukee, WI 53214-9820
 (414) 546-7450 • (800) 556-5154
 guardiancu.org

Account Statement

29 9568 1 AV 0.373 0.349 MC 465

465s



SAMANTHA STARKEY
 1621 RAWSON AVE
 SOUTH MILWAUKEE, WI 53172-1845



9568



GUARDIAN CREDIT UNION

Member No.: XXXXXXX822
 Statement Period: 07/01/17 to 09/30/17
 Page No.: 1 of 1

ACCOUNT SUMMARY

Type	Total Balance
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Loan Accounts	4,970.64

Loan: CHARGE OFF-LC-FILED USED

Trans.	Post	Transaction Description	Amount	Principal	Fin. Chg.	Balance
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		Ending balance subject to interest rate				4,970.64

Payment Information

Next Payment	279.94
Past Due	4,970.64
Total Due	4,970.64
Late Charge Due	0.00
Due Date	09/16/14

Totals This Period

Total Fees for This Period	0.00
Total Interest Charged for This Period	0.00

Totals Year to Date

Total Principal Paid Year to Date	0.00
Total Fees Year to Date	0.00
Total Interest Charged Year to Date	0.00

2016 Information

Total Principal Paid in 2016	0.00
Total Interest Charged in 2016	0.00
Total Fees Charged in 2016	0.00

YTD Totals for All Accounts

Dividends Paid	0.00
----------------	------

\$999 Closing Cost Special

\$999 Closing Cost special available for homeowners that have had previous ownership of one house prior to new mortgage. Some restrictions apply. Not valid on a refinancing of current Guardian Credit Union loans. A \$450 non-refundable application fee is required. This special includes an appraisal fee, credit report fee, flood certification, title lender title policy, title settlement fee, recording fees, registration fee, 150¢/line transfer, document preparation fee, tax service fee, title and L recording fee. A \$5.00 saving account and reserved checking account with automatic payments and direct deposit is required. Guardian Credit Union membership is open to those living or working in Arizona, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin counties. Federally insured by NCUA.



SHARE DRAFT RECONCILIATION

DRAFTS OUTSTANDING – NOT CHARGED TO ACCOUNT				MONTH _____	20____
DRAFT NUMBER	AMOUNT	DRAFT NUMBER	AMOUNT		
				ENDING BALANCE SHOWN ON THIS STATEMENT	\$ _____
				DEPOSITS NOT CREDITED IN THIS STATEMENT (IF ANY) ADD	+ \$ _____
					+ \$ _____
					+ \$ _____
					+ \$ _____
					+ \$ _____
				SUB-TOTAL	\$ _____
				DRAFTS OUTSTANDING SUBTRACT	- \$ _____
				BALANCE	\$ _____
				NOTE: DIVIDENDS, IF ANY, THAT APPEAR AS A DEPOSIT ON THIS STATEMENT MUST ALSO BE ENTERED IN YOUR SHARE DRAFT REGISTER AS A DEPOSIT, IN ORDER TO BALANCE.	
				THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR SHARE DRAFT STATEMENT.	
		TOTAL	\$ _____		

TAX AND GENERAL INFORMATION. RETAIN THIS STATEMENT FOR YOUR RECORDS.

Important information: This statement of account contains income tax reporting data, year to date interest and / or dividend. The dividend amount will be reported to federal and state governments per requirements. Retain your statement of account for purposes of income tax reporting.

The amount of dividends received as shown on this statement is reportable as "Interest Earned" on your Income Tax Return.

SHARES ARE NOT TRANSFERABLE EXCEPT AS AUTHORIZED BY THE CREDIT UNION.

The "Finance Charge" is inclusive of all costs for the credit including what previously was termed "interest". It is computed at the time a payment is received by multiplying the loan balance by the number of days it has been outstanding by the periodic rate as shown on the face of the statement.

Loan Balance does not include "Finance Charge". "Finance Charge" due is computed by multiplying the loan balance by the periodic rate per day as shown on the statement and then multiplying the result by the number of days from the last loan transaction to the current date.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us (on a separate sheet) at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Write us at the address shown on the front of this statement or call us at the telephone number shown as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1.) Tell us your name and account number.
- (2.) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3.) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration,
a U.S. Government Agency

Exhibit D



4501 W. Greenfield Avenue
 West Milwaukee, WI 53214-9820
 (414) 546-7450 • (800) 556-5154
 guardiancu.org

Account Statement

38 9295 1 AV 0.373 0.798 MC 465



SAMANTHA STARKEY

1621 RAWSON AVE
 SOUTH MILWAUKEE, WI 53172-1845

465s

GUARDIAN CREDIT UNION

Member No.: XXXXXXX822
 Statement Period: 10/01/17 to 12/31/17
 Page No.: 1 of 1

ACCOUNT SUMMARY

Type	Total Balance
Savings Accounts	0.00
Checking Accounts	0.00
Certificate Accounts	0.00
Club Accounts	0.00
Loan Accounts	4,970.64

Loan: CHARGE OFF-LC-FILE USED

Trans.	Post	Transaction Description	Amount	Principal	Fin. Chg.	Balance
		Balance Forward				4,970.64
		Ending balance subject to interest rate				4,970.64

Payment Information

Next Payment	279.94
Past Due	4,970.64
Total Due	4,970.64
Late Charge Due	0.00
Due Date	09/16/14

Totals This Period

Total Fees for This Period	0.00
Total Interest Charged for This Period	0.00

Totals Year to Date

Total Principal Paid Year to Date	0.00
Total Fees Year to Date	0.00
Total Interest Charged Year to Date	0.00

YTD Totals for All Accounts

Dividends Paid	0.00
----------------	------

0% APR*

on Credit Card BALANCE TRANSFERS

for 6 months

guardiancu.org • (414) 546-7450

*APR is Annual Percentage Rate. The Annual Percentage Rate (APR) is a variable rate and is based on the Wall Street Journal Prime Rate Index plus a margin. The margin for the GCU VISA Platinum card and Platinum Rewards card is based on current creditworthiness and qualification criteria. The GCU VISA Platinum and Platinum Rewards card rate of 0.00% APR on balance transfers is for opening transfers and for a period of six billing cycles from the opening of your account. After 6 billing cycles, the rate will adjust to the balance transfer rate, based on the creditworthiness of the cardholder. Current standard rates are 8.99% APR to 13.99% APR and are subject to change. See application disclosure for specific card terms. Offer the 0% balance transfer rate on the total amount transferred per transaction. We may adjust your introductory rate and apply the standard APR based on the terms of your original agreement if you make three payments. Offer ends 12/31/17. \$5.00 monthly service fee for VISA® credit cards. Guardian Credit Union membership is open to those who reside in Wisconsin, Illinois, Michigan, Indiana, Ohio, Kentucky, West Virginia, and Pennsylvania. Member FDIC. ©2017 Guardian Credit Union. All rights reserved.

SHARE DRAFT RECONCILIATION

DRAFTS OUTSTANDING – NOT CHARGED TO ACCOUNT				MONTH _____ 20____
DRAFT NUMBER	AMOUNT	DRAFT NUMBER	AMOUNT	
				ENDING BALANCE SHOWN ON THIS STATEMENT \$ _____
				DEPOSITS NOT CREDITED IN THIS STATEMENT (IF ANY) + \$ _____
				ADD + \$ _____
				+ \$ _____
				+ \$ _____
				+ \$ _____
				+ \$ _____
				SUB-TOTAL \$ _____
				DRAFTS OUTSTANDING SUBTRACT - \$ _____
				BALANCE \$ _____
TOTAL		\$		

NOTE: DIVIDENDS, IF ANY, THAT APPEAR AS A DEPOSIT ON THIS STATEMENT MUST ALSO BE ENTERED IN YOUR SHARE DRAFT REGISTER AS A DEPOSIT, IN ORDER TO BALANCE.

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR SHARE DRAFT STATEMENT.

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Loan Balance does not include "**Finance Charge**". "**Finance Charge**" due is computed by multiplying the loan balance by the periodic rate per day as shown on the statement and then multiplying the result by the number of days from the last loan transaction to the current date.

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In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

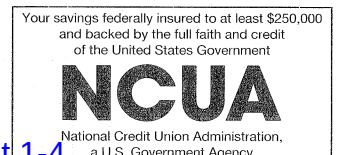
You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Write us at the address shown on the front of this statement or call us at the telephone number shown as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1.) Tell us your name and account number.
- (2.) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3.) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



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

SAMANTHA STARKEY

(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

GUARDIAN CREDIT UNION

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
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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 checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 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			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)

Brief description of cause:
Violation of Wisconsin Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: _____ SIGNATURE OF ATTORNEY OF RECORD: _____

March 14, 2017 /s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

SAMANTHA STARKEY

Plaintiff(s)

v.

GUARDIAN CREDIT UNION

Defendant(s)

Civil Action No. 18-cv-411

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
GUARDIAN CREDIT UNION
11220 W. Oklahoma Ave.
Milwaukee, WI 53227

A lawsuit has been filed against you.

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

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* _____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Guardian Credit Union Attempted to Collect Discharged Auto Loan Debt, Consumer Alleges](#)
