

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

LENI THOMOLLARI, Individually and on Behalf) of All Others Similarly Situated, Plaintiff, v. AMERICOLLECT, INC., and THE ORTHOPEDIC INSTITUTE OF WISCONSIN, Defendants.	}	Case No.: 17-cv-1178 CLASS ACTION COMPLAINT Jury Trial Demanded
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INTRODUCTION

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

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331, 1337 and 1367. Venue in this District is proper in that Defendants directed their collection efforts into the District.

PARTIES

3. Plaintiff Leni Thomollari is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

5. Defendant Americollect, Inc. (“Americollect”) is a corporation with its principal place of business located at 1851 S. Alverno Rd., Manitowoc, WI 54220.

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

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

8. Defendant Orthopedic Institute of Wisconsin ("OIW") "was organized in 1985 to practice pioneering techniques of diagnosis and treatment of orthopedic injuries. The Institute offers a multi-specialty continuum of diagnosis, treatment, rehabilitation, education, prevention and follow-up." <http://www.theorthoinstitute.com/orthopedic-services/default.aspx>. OIW has locations "throughout the greater Milwaukee area and Southeastern Wisconsin including Brookfield, Franklin, Milwaukee, North Shore and Wauwatosa." <http://www.theorthoinstitute.com/default.aspx>

9. OIW conducts significant business in the State of Wisconsin.

10. OIW provides diverse medical services to individuals. OIW is a "merchant," as that term is defined in Wis. Stat. § 421.301(25).

11. OIW, both directly and indirectly, actively collects debts that are allegedly owed to OIW. OIW regularly mails bills and letters seeking payment to consumers, and also hires debt collectors such as Americollect to collect debts on OIW's behalf.

12. OIW is a debt collector as that term is defined in Wis. Stat. § 427.103.

FACTS

13. On or about January 13, 2017, Americollect mailed a debt collection letter to Plaintiff regarding an alleged debt owed to OIW. A copy of this letter is attached to this complaint as Exhibit A.

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

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

16. The alleged debt listed in Exhibit A was incurred for medical services provided to Plaintiff's husband, Nesti Thomollari.

17. With respect to the medical debt listed in Exhibit A, Plaintiff's husband was not required to pay for the medical services at the time services were rendered. Instead, OIW mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment.’”). Copies of such bills are attached as Exhibits B-E.

18. Exhibit A falsely represents that Plaintiff Leni Thomollari is responsible for the alleged debt referenced in Exhibit A, when the liability of Plaintiff Leni Thomollari had not been established as of the date of Exhibit A.

19. Wisconsin's common law doctrine of necessities imposes on a spouse a personal liability to creditors who provided necessities for the support of the family. *St. Marys Hosp. Med. Ctr. v. Brody*, 186 Wis. 2d 100, 108 (Ct. App. 1994). Additionally, Wis. Stat. § 765.001(2), part of Wisconsin's marital property law, has modified Wisconsin's doctrine of necessities, so that it now imposes personal liability on each spouse for the other's necessities. *Id.* at 109. Wis. Stat. § 766.55 addresses spouses' obligations, and the Wisconsin courts have held that a spouse's obligation for the other spouse's necessary medical treatment, according to one's ability, falls into

the support category, Wis. Stat. § 766.55(2)(a), as an "obligation to satisfy a duty of support owed to the other spouse." *St. Mary's Hosp.*, 186 Wis. 2d at 109-10.

20. "The significance of the holding in *St. Marys Hospital*, 186 Wis. 2d 100, 519 N.W.2d 706 (Ct. App. 1994), is that the healthcare provider may then satisfy a judgment against the spouse who did not receive medical care from all marital property and all other property of the obligated spouse." *Mercy Health Sys. Corp. v. Gauss*, No. 01-2421, 2001 Wisc. App. LEXIS 1309, at *9 n. 4 (Wi. Ct. App. Dec. 20, 2001).

21. The alleged debt listed in Exhibits A-E had not been reduced to judgment as of the date of Exhibit A.

22. The creditor, OIW, listed in Exhibits A-E, had not sued Plaintiff to establish Plaintiff's liability on the alleged debt listed in Exhibits A-E as of the date of Exhibit A.

23. Americollect had not sued Plaintiff to establish Plaintiff's liability on the alleged debt listed in Exhibits A-E as of the date of Exhibit A.

24. Plaintiff has never contractually agreed to pay any amount, on any alleged debt owed to the creditor listed on Exhibits A-E.

25. OIW was aware that Plaintiff did not sign a contract agreeing to be billed for the debt referenced in Exhibits A-E.

26. OIW addressed Exhibits B-E to Plaintiff's husband only.

27. Nonetheless, OIW provided Plaintiff's name to Americollect in connection with collection of the debt referenced in Exhibits A-E. OIW is partially but directly responsible for Americollect's dunning of Plaintiff.

28. Plaintiff incurred actual damages due to Defendants' conduct, including but not limited to the following: Plaintiff was upset by Exhibit A and took time off work to visit an attorney.

29. OIW's and Americollect's misrepresentations are likely to cause emotional distress to the average customer. *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"); *see also Brunton v. Nuwell Credit Corp.*, 325 Wis. 2d 135, 161 n.12, 785 N.W.2d 302, 314 n.12 (2010). (In WCA actions relating to debt collection, Wisconsin courts employ the FDCPA's objective "unsophisticated consumer" standard).

30. Further, Americollect and/or OIW may report the alleged debt as a negative item against Plaintiff with consumer reporting agencies ("CRAs", aka credit bureaus).

31. Negative information, including the existence of a collection account, stays on a person's "credit report" with the CRAs for seven years. It would be false to report to the CRAs that Plaintiff is delinquent on a debt when no legal action has been initiated against Plaintiff and, therefore, neither Americollect nor OIW had any legal basis to hold Plaintiff and the Class Members legally responsible on the date Exhibit A was mailed to Plaintiff and the Class.

32. Upon information and belief, Americollect has no reasonable procedures to prevent the pre-judgment dunning of spouses.

33. Upon information and belief, OIW has no reasonable procedures to prevent the pre-judgment dunning of spouses.

34. The sole purpose of sending Exhibit A to Plaintiff is to unduly harass Plaintiff into paying the alleged debt, potentially before paying other debts. *See* 15 U.S.C. § 1692(e) (it is part of the purpose of the FDCPA "to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged").

35. The unsophisticated consumer would be pressured into paying a debt for which his or her liability has not been established, potentially out of personal assets that he or she would never be legally required to draw on to satisfy a duty of support owed to the other spouse, and even if the creditor has no intention of ever suing to collect the debt.

36. Plaintiff was confused by Exhibit A.

37. Plaintiff had to spend time and money investigating Exhibit A, and the consequences of any potential responses to Exhibit A.

38. 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 Exhibit A.

39. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *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).

40. 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”).

41. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

42. 15 U.S.C. § 1692e(2) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt, or the “false representation of...compensation which may be lawfully received by any debt collector for the collection” of an alleged debt.

43. 15 U.S.C. § 1692e(5) specifically prohibits threatening “to take any action that cannot legally be taken or that is not intended to be taken.”

44. 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.”

45. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

46. 15 U.S.C. § 1692f(1) specifically prohibits: “the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

47. Wis. Stat. § 427.104(1)(h) specifically prohibits a debt collector from: “Engage[ing] in other conduct which can reasonably be expected to threaten or harass the customer or a person related to the customer.”

48. Wis. Stat. § 427.104(1)(j) specifically prohibits a debt collector from “[c]laim[ing], or attempt[ing] or threaten[ing] to enforce a right with knowledge or reason to know that the right does not exist.”

CLASS ALLEGATIONS

49. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) to whom defendant Americollect sent a collection letter on behalf of OIW, (c) seeking to collect a debt incurred for medical services (d) which debt had not been reduced to judgment on the date that Americollect mailed the letter (e) and which letter was addressed to the spouse of the recipient of the medical services, either individually or jointly to both spouses, (f) and which non-incurring spouse did not sign a contract agreeing to be billed for the medical debt (e) between August 2, 2016 and August 2, 2017, inclusive, (f) that was not returned by the postal service.

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

51. There are questions of law and fact common to the members of the Class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibit A violates the FDCPA and WCA.

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

53. 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.

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

COUNT I -- FDCPA

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

56. Count I is brought against Defendant Americollect.

57. Americollect attempted to collect a debt from Plaintiff, who is the spouse of the recipient of the medical services listed in Exhibits A-E, and whose liability had not been established as of the date of Exhibit A.

58. At the time Americollect mailed Exhibit A to Plaintiff and the Class, addressing the dunning letter to the non-incurring spouse was a false, deceptive, and/or misleading representation to the unsophisticated consumer recipient.

59. Exhibit A also falsely represents that Defendant has lawfully established its entitlement to collect the debt from Plaintiff and the Class.

60. Exhibit A creates a false impression as to its authorization or approval for collecting the debt listed in Exhibit A from Plaintiff and the Class.

61. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, 1692f(1) and Wis. Stat. §§ 427.104(1)(h) and 427.104(1)(j).

COUNT II – WCA

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

63. Count II is brought against both Defendants.

64. OIW engaged Americollect to collect a medical debt from a spouse.

65. OIW knew that Plaintiff had not personally incurred the alleged debt listed on Exhibit A at the time OIW engaged Americollect to collect the debt referenced in Exhibit A.

66. OIW knew that Plaintiff had not been sued to establish Plaintiff's liability on the alleged debt listed on Exhibit A at the time OIW engaged Americollect to collect the debt referenced in Exhibit A.

67. As OIW is a debt collector under Wisconsin law, OIW is responsible for WCA violations in Americollect's letter and for OIW's own conduct.

68. Exhibit A claims, attempts, or threaten to enforce a right to payment by Plaintiff, even though each Defendants knew, or had reason to know, that no such right existed at the time the letter was sent.

69. Defendants violated Wis. Stat. §§ 427.104(1)(h) and 427.104(1)(j).

JURY DEMAND

70. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: August 29, 2017

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com

EXHIBIT A

PO BOX 1930
MANITOWOC, WI 54221

Phone 920-686-8891 | Toll Free 1-888-682-0396
Fax 920-682-0313 | info@americollectpay.com
Call us CST: Mon-Fri 7AM-11PM, Sat 8AM-5PM Hablamos Espanol

ADDRESSEE
01/13/17 - 01INT
Nesti Thomollari & Leni Thomollari
2230 E Ash Ct
Oak Creek, WI 53154-1679

CHECK BY
PHONE
NO FEES

NO FEES - IF PAYING BY CREDIT CARD, FILL OUT BELOW.

WE ACCEPT: VISA DISCOVER

CARD NUMBER: _____ EXP. DATE: ____/____/____

PLEASE PRINT NAME: _____

SIGNATURE: _____

STATEMENT DATE 01/13/17	FILE NUMBER 310A	AMOUNT DUE \$460.95
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SHOW AMOUNT PAID HERE: _____

Pay online at: www.americollectpay.com
User ID: _____ Password: _____

PLEASE MAKE CHECKS PAYABLE AND SEND TO:
AMERICOLLECT, INC
PO BOX 1505
MANITOWOC, WI 54221

Please check box if address or phone number has changed and indicate on back.

Detach upper portion and return with payment

YOUR BALANCE IS PAST DUE

Please call us toll free at: 1-888-682-0396
We accept checks over the phone or pay by credit card!
No processing fees for checks or credit cards.



FILE: 310A

REQUEST FOR PAYMENT IN FULL

The below account(s) have been listed with our office for collection. The amount due stated below, is the amount due as of the date of this letter. Future interest of 5% per year may be added to the account if the amount due is not paid. In the event your payment is returned to us NSF, it may be re-presented electronically for payment.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of the judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

CREDITOR NAME	ACCOUNT #	PRINCIPAL	INTEREST	LAST ACTIVITY DATE	BALANCE
ORTHOPEDIC INSTITUTE OF WISCONSIN	9568	\$460.95	\$0.00	02/17/2016	\$460.95

This is a communication from a debt collector.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

To report complaints about Americollect please email complaint@americollectpay.com or call 1-855-238-8524.

**** NOTICE - SEE REVERSE SIDE FOR IMPORTANT INFORMATION ****

AMERICOLLECT, INC
1851 S ALVERNO RD
MANITOWOC, WI 54221-1566 | 1-888-682-0396 |
FAX 920-682-0313
info@americollectpay.com
Call us CST Mon-Fri 7AM-11PM, Sat 8AM-5PM
Hablamos Espanol 877-563-5741

AMOUNT DUE \$460.95

LiveChat

Pay online at: www.americollectpay.com
User ID: _____ Password: _____

Name _____
Address _____
City/State/Zip _____
Phone (1) _____
Phone (2) _____
Email _____

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

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

Please mail your written disputes to Americollect, Inc., Attn: Dispute Resolutions Team, PO BOX 1596, Manitowoc WI 54221-1596.

Exhibit B

Date	Patient	Description	Charges	Insurance Payment/Adjustments	Patient Payments	Patient Balance Due
01/19/2016	NESTI		\$198.00			
03/28/2016		CREDIT COMMERCIAL CONTRA		(\$79.90)		
03/28/2016		PAYMENT COMMERCIAL INS				
04/28/2016		PAYMENT CASH		(\$25.00)		
		BALANCE DUE				93.10
02/02/2016	NESTI		\$150.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$35.11)		
04/06/2016		PAYMENT COMMERCIAL INS				
		BALANCE DUE				114.89
02/17/2016	NESTI		\$5,567.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$4,302.20)		
04/06/2016		PAYMENT COMMERCIAL INS		(\$1,011.84)		
		BALANCE DUE				252.96

Orthopedic Institute of Wisconsin

YOUR ACCOUNT IS 120 DAYS PAST DUE. MAKE PAYMENT IN 10 DAYS TO STOP COLLECTION PROCESS
"NEW MEDICATION REFILL POLICY"-All prescriptions will be refilled Monday-Thursday ONLY. No refills will be accepted Friday, Saturday, or Sunday. Please allow 24 hours to complete a medication refill request.

ACCOUNT # 9467	STATEMENT DATE 10/05/2016	PAY THIS AMOUNT \$460.95
-----------------------	----------------------------------	---------------------------------

Jeffrey J. Butler, M.D. Joshua M. Neubauer, M.D.
 James W. Stone, M.D. Christopher J. Evanich, M.D.
 Daniel W. Guehlstorf, M.D. Brian A. McCarty, M.D.
 Steven R. Trinkl, M.D. Bindu S. Bamrah, M.D.
 William T. Pennington, M.D. Amin H. Afsari, D.O.
 Jamie O. Edwards, M.D. Brandon J. Rebholz, M.D.
 Thomas J. Perlewitz, M.D. Jonathan C. Kraus, M.D.
 Eric B. Pifel, M.D.

BILLING QUESTIONS OR PAYMENTS: (844) 295-6409

PAYMENT DUE BY: 10/26/2016

SAVE A STAMP. Pay Online: Go to www.theorthoinstitute.com

If you have questions regarding how your insurance company handled reimbursement for the services, please call your insurance company directly.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO:


Orthopedic Institute of Wisconsin
 PO Box 78945
 Milwaukee, WI 53278-8945
 (844) 295-6409
www.theorthoinstitute.com

ADDRESSEE:
 ADDRESS SERVICE REQUESTED 5 2

NESTI THOMOLLARI
 2230 E ASH CT
 OAK CREEK, WI 53154-1679

Please check box if above address is incorrect, and indicate change(s) on reverse side.

SAVE A STAMP. Pay Online: Go to www.theorthoinstitute.com

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT #
10/05/2016	\$460.95	9467
Payment Due:	10/26/2016	SHOW AMOUNT PAID HERE \$

REMIT TO:

ORTHOPEDIC INSTITUTE OF WISCONSIN
PO BOX 78945
MILWAUKEE WI 53278-8945

Exhibit C

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

Date	Patient	Description	Charges	Insurance Payment/ Adjustments	Patient Payments	Patient Balance Due
01/19/2016	NESTI		\$198.00			
03/28/2016		CREDIT COMMERCIAL CONTRA		(\$79.90)		
03/28/2016		PAYMENT COMMERCIAL INS				
04/28/2016		PAYMENT CASH		(\$25.00)		
		BALANCE DUE				93.10
02/02/2016	NESTI		\$150.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$35.11)		
04/06/2016		PAYMENT COMMERCIAL INS				
		BALANCE DUE				114.89
02/17/2016	NESTI		\$5,567.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$4,302.20)		
04/06/2016		PAYMENT COMMERCIAL INS		(\$1,011.84)		
		BALANCE DUE				252.96

Orthopedic Institute of Wisconsin

YOUR ACCOUNT IS 120 DAYS PAST DUE. MAKE PAYMENT IN 10 DAYS TO STOP COLLECTION PROCESS
"NEW MEDICATION REFILL POLICY"-All prescriptions will be refilled Monday-Thursday ONLY. No refills will be accepted Friday, Saturday, or Sunday. Please allow 24 hours to complete a medication refill request.

ACCOUNT # 9467	STATEMENT DATE 11/02/2016	PAY THIS AMOUNT \$460.95
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Jeffrey J. Butler, M.D.
 James W. Stone, M.D.
 Daniel W. Guehlstorf, M.D.
 Steven R. Trinkl, M.D.
 William T. Pennington, M.D.
 Jamie O. Edwards, M.D.
 Thomas J. Perlewitz, M.D.
 Eric B. Pifel, M.D.

Joshua M. Neubauer, M.D.
 Christopher J. Evanich, M.D.
 Brian A. McCarty, M.D.
 Bindu S. Bamrah, M.D.
 Amin H. Afsari, D.O.
 Brandon J. Rebholz, M.D.
 Jonathan C. Kraus, M.D.

**BILLING QUESTIONS
 OR PAYMENTS: (844) 295-6409**

PAYMENT DUE BY: 11/23/2016

**SAVE A STAMP.
 Pay Online: Go to www.theorthoinstitute.com**

If you have questions regarding how your insurance company handled reimbursement for the services, please call your insurance company directly.

Page 1 of 1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO:

Orthopedic Institute of Wisconsin

PO Box 78945
 Milwaukee, WI 53278-8945
 (844) 295-6409
www.theorthoinstitute.com

ADDRESSEE:

ADDRESS SERVICE REQUESTED 6 2



NESTI THOMOLLARI
 2230 E ASH CT
 OAK CREEK, WI 53154-1679

Please check box if above address is incorrect, and indicate change(s) on reverse side.

SAVE A STAMP.

Pay Online: Go to www.theorthoinstitute.com

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT #
11/02/2016	\$460.95	9467
Payment Due:	11/23/2016	SHOW AMOUNT PAID HERE \$

REMIT TO:

ORTHOPEDIC INSTITUTE OF WISCONSIN
 PO BOX 78945
 MILWAUKEE WI 53278-8945



Exhibit D

Date	Patient	Description	Charges	Insurance Payment/Adjustments	Patient Payments	Patient Balance Due
01/19/2016	NESTI		\$198.00			
03/28/2016		CREDIT COMMERCIAL CONTRA		(\$79.90)		
03/28/2016		PAYMENT COMMERCIAL INS				
04/28/2016		PAYMENT CASH			(\$25.00)	
		BALANCE DUE				93.10
02/02/2016	NESTI		\$150.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$35.11)		
04/06/2016		PAYMENT COMMERCIAL INS				
		BALANCE DUE				114.89
02/17/2016	NESTI		\$5,567.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$4,302.20)		
04/06/2016		PAYMENT COMMERCIAL INS		(\$1,011.84)		
		BALANCE DUE				252.96

Orthopedic Institute of Wisconsin

YOUR ACCOUNT IS 120 DAYS PAST DUE. MAKE PAYMENT IN 10 DAYS TO STOP COLLECTION PROCESS
"NEW MEDICATION REFILL POLICY"-All prescriptions will be refilled Monday-Thursday ONLY. No refills will be accepted Friday, Saturday, or Sunday. Please allow 24 hours to complete a medication refill request.

ACCOUNT # 9467	STATEMENT DATE 12/01/2016	PAY THIS AMOUNT \$460.95
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Jeffrey J. Butler, M.D.
 James W. Stone, M.D.
 Daniel W. Guehlstorf, M.D.
 Steven R. Trinkl, M.D.
 William T. Pennington, M.D.
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 Amin H. Afsari, D.O.
 Brandon J. Rebholz, M.D.
 Jonathan C. Kraus, M.D.

BILLING QUESTIONS OR PAYMENTS: (844) 295-6409

PAYMENT DUE BY: 12/22/2016

SAVE A STAMP. Pay Online: Go to www.theorthoinsitute.com

If you have questions regarding how your insurance company handled reimbursement for the services, please call your insurance company directly.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO:

Orthopedic Institute of Wisconsin

PO Box 78945
 Milwaukee, WI 53278-8945
 (844) 295-6409
www.theorthoinsitute.com

ADDRESSEE:

ADDRESS SERVICE REQUESTED 3 2



NESTI THOMOLLARI
 2230 E ASH CT
 OAK CREEK, WI 53154-1679

190
 90
 1020353

Please check box if above address is incorrect, and indicate change(s) on reverse side.

SAVE A STAMP.

Pay Online: Go to www.theorthoinsitute.com

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT #
12/01/2016	\$460.95	9467
Payment Due:	12/22/2016	SHOW AMOUNT PAID HERE \$

REMIT TO:

ORTHOPEDIC INSTITUTE OF WISCONSIN
PO BOX 78945
MILWAUKEE WI 53278-8945



Exhibit E

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

Date	Patient	Description	Charges	Insurance Payment/Adjustments	Patient Payments	Patient Balance Due
01/19/2016	NESTI		\$198.00			
03/28/2016		CREDIT COMMERCIAL CONTRA		(\$79.90)		
03/28/2016		PAYMENT COMMERCIAL INS				
04/28/2016		PAYMENT CASH		(\$25.00)		
		BALANCE DUE				93.10
02/02/2016	NESTI		\$150.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$35.11)		
04/06/2016		PAYMENT COMMERCIAL INS				
		BALANCE DUE				114.89
02/17/2016	NESTI		\$5,567.00			
04/06/2016		CREDIT COMMERCIAL CONTRA		(\$4,302.20)		
04/06/2016		PAYMENT COMMERCIAL INS		(\$1,011.84)		
		BALANCE DUE				252.96

Orthopedic Institute of Wisconsin

YOUR ACCOUNT IS 120 DAYS PAST DUE. MAKE PAYMENT IN 10 DAYS TO STOP COLLECTION PROCESS
"NEW MEDICATION REFILL POLICY"-All prescriptions will be refilled Monday-Thursday ONLY. No refills will be accepted Friday, Saturday, or Sunday. Please allow 24 hours to complete a medication refill request.

ACCOUNT # 9467	STATEMENT DATE 12/29/2016	PAY THIS AMOUNT \$460.95
-----------------------	----------------------------------	---------------------------------

Jeffrey J. Butler, M.D.
 James W. Stone, M.D.
 Daniel W. Guehlstorf, M.D.
 Steven R. Trinkl, M.D.
 William T. Pennington, M.D.
 Jamie O. Edwards, M.D.
 Thomas J. Perlewitz, M.D.
 Eric B. Pifel, M.D.

Joshua M. Neubauer, M.D.
 Christopher J. Evanich, M.D.
 Brian A. McCarty, M.D.
 Bindu S. Bamrah, M.D.
 Amin H. Afsari, D.O.
 Brandon J. Rehholz, M.D.
 Jonathan C. Kraus, M.D.

BILLING QUESTIONS OR PAYMENTS: (844) 295-6409

PAYMENT DUE BY: 01/19/2017

SAVE A STAMP. Pay Online: Go to www.theorthoinstitute.com

If you have questions regarding how your insurance company handled reimbursement for the services, please call your insurance company directly.

Page 1 of 1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO:

Orthopedic Institute of Wisconsin

PO Box 78945
 Milwaukee, WI 53278-8945
 (844) 295-6409
www.theorthoinstitute.com

ADDRESSEE:

ADDRESS SERVICE REQUESTED 7 2



NESTI THOMOLLARI
 2230 E ASH CT
 OAK CREEK, WI 53154-1679

Please check box if above address is incorrect, and indicate change(s) on reverse side.

SAVE A STAMP.

Pay Online: Go to www.theorthoinstitute.com

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT #
12/29/2016	\$460.95	9467
Payment Due:	01/19/2017	SHOW AMOUNT PAID HERE \$

REMIT TO:

ORTHOPEDIC INSTITUTE OF WISCONSIN
PO BOX 78945
MILWAUKEE WI 53278-8945



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

LENI THOMOLLARI

(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

AMERICOLLECT, INC., 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 and Wisconsin Consumer Act

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

August 29, 2017 s/ John D. Blythin

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

LENI THOMOLLARI

Plaintiff(s)

v.

AMERICOLLECT, INC. and THE ORTHOPEDIC
INSTITUTE OF WISCONSIN

Defendant(s)

Civil Action No. 17-cv-

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
AMERICOLLECT, INC.
c/o KENLYN T. GRETZ
PO Box 1566
MANITOWOC, WI 54221

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-

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

LENI THOMOLLARI

Plaintiff(s)

v.

AMERICOLLECT, INC. and THE ORTHOPEDIC
INSTITUTE OF WISCONSIN

Defendant(s)

Civil Action No. 17-cv-1178

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ORTHOPEDIC INSTITUTE OF WISCONSIN
2323 North Mayfair Road, Suite 300
Milwaukee, Wis. 53226

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1178

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

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

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Debt Collector Unlawfully Demands Payment from Debtor's Spouse](#)
