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

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

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, <u>Exhibit A</u> is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.
- 15. Upon information and belief, <u>Exhibit A</u> is a form debt collection letter used by Americollect to attempt to collect alleged debts.
- 16. The alleged debt listed in <u>Exhibit A</u> 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. <u>Exhibit A</u> falsely represents that Plaintiff Leni Thomollari is responsible for the alleged debt referenced in <u>Exhibit A</u>, 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 necessaries imposes on a spouse a personal liability to creditors who provided necessaries 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 necessaries, so that it now imposes personal liability on each spouse for the other's necessaries. *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 <u>Exhibits A-E</u> had not been reduced to judgment as of the date of Exhibit A.
- 22. The creditor, OIW, listed in <u>Exhibits A-E</u>, had not sued Plaintiff to establish Plaintiff's liability on the alleged debt listed in <u>Exhibits A-E</u> as of the date of <u>Exhibit A</u>.
- 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 <u>Exhibits A-E</u>. 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 <u>Exhibit A</u> 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. Nuvell 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. III. 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 <u>Exhibits A-E</u>, and whose liability had not been established as of the date of Exhibit A.
- 58. At the time Americollect mailed <u>Exhibit A</u> 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. <u>Exhibit A</u> also falsely represents that Defendant has lawfully established its entitlement to collect the debt from Plaintiff and the Class.

- 60. <u>Exhibit A</u> 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

NO FEES - IF PAYING BY CREDIT CARD, FILL OUT BELOW WE ACCEPT: VISA PO BOX 1930 PHONE CARD NUMBER MANITOWOC, WI 54221 **S** NO **FEES** SIGNATURE STATEMENT DATE FILE NUMBER AMOUNT DUE Phone 920-686-8891 | Toll Free 1-888-682-0396 LiveChat 01/13/17 810A Fax 920-682-0313 | info@americollectpay.com SHOW AMOUNT PAID HERE Call us CST: Mon-Fri 7AM-11PM, Sat 8AM-5PM Hablamos Espanol Pay online at: www.americollectoav.com Password: User ID: ADDRESSEE PLEASE MAKE CHECKS PAYABLE AND SEND TO: 01/13/17 - 01INT ուհոլվել Ալիայի Ալիայի վերի վերի կանական անձական ին անձական հետունական և Nesti Thomollari & Leni Thomollari AMERICOLLECT, INC PO BOX 1505 2230 E Ash Ct MANITOWOC, WI 54221 Oak Creek, WI 53154-1679

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

Detach upper portion and return with payment

\$460.95

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: 810A



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 ORTHOPEDIC INSTITUTE OF WISCONSIN

CCOUNT#

PRINCIPAL \$460.95 INTEREST \$0.00

ACTIVITY DATE 02/17/2016

LAST

BALANCE \$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 877-563-57417-cv-01178 Filed 08/29/17 Page 2 of 3 Document 1-1

AMOUNT DUE

\$460.95

.ive User ID:

Pay online at: www.americollectpay.com Password:

PAGE 1 OF 2

Name	
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City/State/Zip	-
Phone (1)	-
Phone (2)	_
Email	_
We are required under state law to notify consumers of the followiconsumers have under state and federal law.	ng rights. This list does not contain a complete list of the rights

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

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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. 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.

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.

Joshua M. Neubauer, 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.

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 5 որդիրինալինությանին անդրանում անդրանին անդրանին անձանականում և անձանականում և անձանական անձանական անձանական ան



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

REMIT TO:

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

Exhibit C

Date	Patient	Description	Charges	Insurance Payment/	Patient Patient Balance
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Jamie O. Edwards, M.D. Thomas J. Perlewitz, M.D. Eric B. Pifel, M.D.

Brandon J. Rebholz, M.D. Jonathan C. Kraus, M.D.

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:

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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.

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

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Exhibit D

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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

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.

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.

Joshua M. Neubauer, M.D.

BILLING QUESTIONS OR PAYMENTS: (844) 295-6409

PAYMENT DUE BY:

12/22/2016

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

Eric B. Pifel, M.D. 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:

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Exhibit E

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Jamie O. Edwards, M.D Thomas J. Perlewitz, M.D. Eric B. Pifel, M.D.

Jonathan C. Kraus, M.D.

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

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

ORTHOPEDIC INSTITUTE OF WISCONSIN PO BOX 78945 **MILWAUKEE WI 53278-8945** րկՈւվ||Որժաններ||կրգակումվիրըըրուայլիգններ||Որժիդ

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	☑ Mi	ilwaukee Division		
I. (a) PLAINTIFFS		DEFENDANTS			
LENI THOM	OLLARI	AMERICOLLE	CT, INC., et al.		
(b) County of Residence (E) (c) Attorney's (Firm Name Ademi & O'Reilly, LLP,	e of First Listed Plaintiff Milwaukee EXCEPT IN U.S. PLAINTIFF CASES) 2. Address, and Telephone Number) 3620 E. Layton Ave., Cudahy, WI 53110 ac (414) 482-8001-Facsimile	County of Residence of Fi (NOTE: IN LAND CO LAND INV Attorneys (If Known)	irst Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) DNDEMNATION CASES, USE THE LOCATION OF THE OLVED. NCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)		
	(indicate Chizenship of Fattles in Item 111)	Citizen or Subject of a 3	☐ 3 Foreign Nation ☐ 6 ☐ 6		
IV NATURE OF SUI	T (Place an "X" in One Box Only)	Foreign Country			
CONTRACT	Place an "X" in One Box Only) TORTS	FORFEITURE/PENALTY	BANKRUPTCY OTHER STATUTES		
196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability		620 Other Food & Drug	422 Appeal 28 USC 158		
V. ORIGIN Original Proceeding Original Original Original Original Proceeding Original Origina					
VI. CAUSE OF ACTI	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 CAS IF ANY	(See instructions): JUDGE		DOCKET NUMBER		
DATE	SIGNATURE OF AT	TORNEY OF RECORD			
August 29, 2017	s/ John	D. Blythin			
FOR OFFICE USE ONLY					

- Case 2:17-cv-01178 Filed 08/29/17 Page 1 of 2 Document 1-6

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)
Plaintif	$\tilde{f}(s)$,)
V.) Civil Action No. 17-cv-
)
AMERICOLLECT, INC. ar INSTITUTE OF)))
Defendar	nt(s))
	SUMMONS I	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 file	ed against you.	
the United States or a United 12(a)(2) or (3) – you must se	States agency, or an officerve on the plaintiff an ans	you (not counting the day you receive it) – or 60 days if you are er or employee of the United States described in Fed. R. Civ. P. wer to the attached complaint or a motion under Rule 12 of the must be served on the plaintiff or the plaintiff's attorney, whose
If you fail to respond. You also must file your answe	• •	be entered against you for the relief demanded in the complaint.
		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))

were r	eceived by me on (date)	·		
	☐ I personally served	the summons and the attached complain	nt on the individual at (place):	
			On (date)	; or
	☐ I left the summons	and the attached complaint at the indiv	idual's residence or usual place of a	abode with (name)
		, a perso	on of suitable age and discretion wh	o resides there,
	on (date)	, and mailed a copy to the	ne individual's last known address;	or
	☐ I served the summo	ons and the attached complaint on (name	of individual)	
	who is designated by la	w to accept service of process on beha	If of (name of organization)	
		on	(date)	; or
	☐ I returned the summ	nons unexecuted because		; or
	Other (specify):			
	My food one \$	for travel and \$	for services, for a total of \$	0.00
				0.00
	I declare under penalty	of perjury that this information is true.		
Date:				
2			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

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		,)
LENI THOMO)
Plaintiff(s	5)) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
v.) Civil Action No. 17-cv-1178
)
AMERICOLLECT, INC. and INSTITUTE OF W))
Defendant	(s)	,)
	CHIMMONIC	N A CIVIL A CIPIONI
		N A CIVIL ACTION
To: (Defendant's name and address)	ORTHOPEDIC INSTITUT 2323 North Mayfair Road, Milwaukee, Wis. 53226	
A lawsuit has been filed	d against you.	
the United States or a United S 12(a)(2) or (3) – you must ser	States agency, or an office we on the plaintiff an ans	you (not counting the day you receive it) – or 60 days if you are er or employee of the United States described in Fed. R. Civ. P. wer to the attached complaint or a motion under Rule 12 of the must be served on the plaintiff or the plaintiff's attorney, whose
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))

were r	eceived 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				
	☐ I served the summo	☐ 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 summ	nons unexecuted because		; or	
	Other (specify):				
	My food one \$	for travel and \$	for services, for a total of \$	0.00	
				0.00	
	I declare under penalty	of perjury that this information is true.			
Date:					
2			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: <u>Lawsuit: Debt Collector Unlawfully Demands Payment from Debtor's Spouse</u>