

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

JENNIFER TORRES, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1009
)	
)	CLASS ACTION COMPLAINT
Plaintiffs,)	
)	
v.)	
)	Jury Trial Demanded
TRANSWORLD SYSTEMS INC.,)	
)	
Defendant.)	

INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Jennifer Torres 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 incurred for personal, family, or household purposes, namely a personal credit card debt.

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

6. Defendant Transworld Systems, Inc. (“Transworld”) is a foreign business corporation with its primary offices located at 500 Virginia Drive Suite 514, Ft Washington, Pennsylvania, 19034.

7. Transworld does substantial business in Wisconsin and has a registered agent for service of process located at C T Corporation System, 301 S. Bedford St. Suite 1, Madison, Wisconsin 53703.

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

9. Transworld is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

10. Transworld is licensed as a “Collection Agency” pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

11. Transworld is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

12. On or around March 23, 2017, Transworld mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “PHYSICIANS OF OB-GYN.” A copy of this letter is attached to this complaint as Exhibit A.

13. The alleged debt identified in Exhibit A was incurred only for personal, family, or household purposes, namely, medical services.

14. Each consumer transaction involved agreements to render services and defer payment. Plaintiff was never expected to pay at the time medical services were rendered. The creditor mailed bills to Plaintiff at a later date.

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

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

17. Upon information and belief, Exhibit A was the first written communication Defendant mailed to Plaintiff regarding this alleged debt.

18. Exhibit A contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector to mail to the alleged debt along with, or within five days of, the initial communication:

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

Exhibit A.

19. Exhibit A also contains the following:

PHYSICIANS OF OB-GYN
ACCT #: [REDACTED] 9W- [REDACTED] 9990
CLIENT REF:
CURRENT BALANCE DUE: \$851.46

Exhibit A.

20. Exhibit A states that, as of March 23, 2017, the balance of Plaintiff's account with account numbers ending in 9W and 9990 was \$851.46.

21. On or around April 6, 2017, Transworld mailed a debt collection letter to Plaintiff regarding the same alleged debt, allegedly owed to "PHYSICIANS OF OB-GYN." A copy of this letter is attached to this complaint as Exhibit B.

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

23. Upon information and belief, Exhibit B is a form debt collection letter, used by Defendant to attempt to collect alleged debts.

24. Exhibit B contains the following:

April 06, 2017
PHYSICIANS OF OB-GYN
ACCT #: [REDACTED]9W-[REDACTED]9990
CLIENT REF:
CURRENT BALANCE DUE: \$851.46

Exhibit B.

25. Exhibit B states that, as of April 6, 2017, the balance of Plaintiff's account with account numbers ending in 9W and 9990 was \$851.46.

26. On or around April 20, 2017, Transworld mailed a debt collection letter to Plaintiff regarding the same alleged debt, allegedly owed to "PHYSICIANS OF OB-GYN." A copy of this letter is attached to this complaint as Exhibit C.

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

28. Upon information and belief, Exhibit C is a form debt collection letter, used by Defendant to attempt to collect alleged debts.

29. Exhibit C contains the following:

PHYSICIANS OF OB-GYN
ACCT #: [REDACTED]9W-[REDACTED]9990
CLIENT REF:
CURRENT BALANCE DUE: \$851.46

Exhibit C.

30. Exhibit C states that, as of April 20, 2017, the balance of Plaintiff's account with account numbers ending in 9W and 9990 was \$851.46.

31. On or around May 18, 2017, Transworld mailed a debt collection letter to Plaintiff regarding the same alleged debt, allegedly owed to "PHYSICIANS OF OB-GYN." A copy of this letter is attached to this complaint as Exhibit D.

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

33. Upon information and belief, Exhibit D is a form debt collection letter, used by Defendant to attempt to collect alleged debts.

34. Exhibit D contains the following:

CREDITOR: PHYSICIANS OF OB-GYN
ACCT #: [REDACTED] 9W-[REDACTED] 9990
CLIENT REF:
CURRENT BALANCE DUE: \$851.46

Exhibit D.

35. Exhibit D states that, as of May 18, 2017, the balance of Plaintiff's account with account numbers ending in 9W and 9990 was \$851.46.

36. On or around September 11, 2017, Transworld mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to "PHYSICIANS OF OB-GYN." A copy of this letter is attached to this complaint as Exhibit E.

37. The alleged debt identified in Exhibit E was incurred only for personal, family, or household purposes, namely, medical services.

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

39. Upon information and belief, Exhibit E is a form debt collection letter, used by Defendant to attempt to collect alleged debts.

40. Exhibit E contains the following:

DATE: 09/11/17
OUR ACCOUNT #: [REDACTED] 1009
CREDITOR: PHYSICIANS OF OB-GYN
CREDITOR'S ACCOUNT #: [REDACTED] 9W-[REDACTED] 9990 [REDACTED] 017
CURRENT BALANCE DUE: \$862.52

Exhibit E.

41. Exhibit E states that, as of September 11, 2017, the balance of Plaintiff's account with account numbers ending in 9W and 9990 was \$862.52.

42. From the face of Exhibits A-E, it is impossible to determine whether Exhibit E is attempting to collect the same debt as Exhibits A-D.

43. The balance stated in Exhibit E is slightly higher than the balance stated in Exhibits A-D.

44. The "CREDITOR'S ACCOUNT #" stated in Exhibit E is almost, but not quite, identical to the "ACCT #" stated in Exhibits A-D.

45. Exhibits A-D do not contain an "OUR ACCOUNT #," which could be cross-checked against the "OUR ACCOUNT #" stated in Exhibit E.

46. Moreover, Exhibit E also contains the following text:

You can pay the above account in 6 equal consecutive monthly payments of \$143.74.

This offer may expire without notice. Before making payment, please confirm with one of our representatives that this offer has not expired.

Please contact our office at 877-870-7255 for details.

Exhibit E.

47. Six payments of \$143.74 would total \$862.44, slightly less than \$862.52. On the face of Exhibit E it is impossible to determine whether Transworld, or the creditor, would report

that the debt was “paid in full” or “settled in full” if a consumer made payments according to the schedule stated in Exhibit E.

48. Upon information and belief, the statement that “This offer may expire without notice,” is a material false, deceptive, and misleading statement.

49. The alleged debt referenced in Exhibit E is an unsecured medical debt. Upon information and belief, the payment plan stated, payment of the balance in six equal, consecutive, monthly payments of \$143.74 would be available at any time. Six payments of \$143.74 would total \$862.44, or 99.99% of the alleged total balance stated in Exhibit E, \$862.52.

50. The statement that “This offer may expire without notice,” is intended to confuse and intimidate the unsophisticated consumer into paying the debt rather than attempting to resolve the account some other way, such as by disputing the debt or filing a bankruptcy. *See DeKoven v. Plaza Assocs.*, 599 F.3d 578, 579 (7th Cir. 2010).

51. A statement that an offer “expires” when it does not is a material false statement. *DeKoven*, 599 F.3d at 579 (“while a debt collector can, if authorized by the creditor whom he is representing, make his initial offer a final one, he cannot pretend that it is final if it is not, in the hope that the debtor will think it final.”).

52. Moreover, the purported offer is unclear as to whether payment would satisfy the debt stated in Exhibits A-D, which is associated with a slightly lower balance and an almost, but not quite, identical account number to the debt stated in Exhibit E. *See Aker v. Americollect, Inc.*, 854 F.3d 397, 399-400 (7th Cir. 2017) (discussing the charging of interest in the context of medical debts in Wisconsin).

FDCPA Violations

53. The statement in Exhibit E that “This offer may expire without notice” is false, deceptive, misleading, and confusing and to the unsophisticated consumer. Such broad, open-ended language is inherently confusing to the consumer and an unfair collection practice.

54. The consumer has no way to know from Exhibit E whether the debt collector and/or the creditor would treat a payment of the purported “settlement” amount as an actual settlement (i.e. releasing Plaintiff from any remaining liability) of the alleged debt. The debt collector, or the creditor, could potentially charge interest on the account.

55. Transworld’s language leaves open the possibility that the consumer will make a payment of the offered amounts, only to be informed that the offer has since expired and Transworld, or the creditor, will continue to collect on the remaining balance.

56. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt. A payment of the entire debt would leave pennies or, at most, a few dollars left over for payment later. *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). Due to an “unsatisfied” settlement, however, Transworld could continue to collect the remaining balance – 40% – of the alleged debt, plus any additional interest that had accrued.

57. An unsophisticated consumer would interpret the statement that she must tender payment “promptly” to mean that, “if they don't pay by the deadline, they will have no further chance to settle their debt for less than the full amount” *Al v. Van Ru Credit Corp.*, No. 17-CV-1738-JPS, 2018 U.S. Dist. LEXIS 70321 *8-10 (E.D. Wis. Apr. 26, 2018); *Evory v. RJM Acquisitions Funding L.L.C.*, 505 F.3d 769, 775 (7th Cir. 2007).

58. A false statement that a settlement offer is only available for a limited time is a material false statement because it imparts a false belief in the unsophisticated consumer that he or she must hurry to take advantage of the limited-time opportunity, when in reality, there is no such time limit. *See Nelson-McGourty v. L. & P Fin. Adjusters, Inc.*, 2010 U.S. Dist. LEXIS 81819, *44 (N.D. Ill. Aug. 12, 2010); *see also Ozkaya v. Telecheck Servs.*, 982 F. Supp. 578, 584 (N.D. Ill. Oct. 23, 1997); *Evory*, 505 F.3d at 775.

59. In order to preserve debt collectors' negotiating positions and prevent the settlement process from disintegrating, while still enforcing the congressional mandate prohibiting debt collectors from making false, deceptive, and misleading representations, the Seventh Circuit has established "safe harbor" language regarding settlement offers in collection letters:

As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collector's including with the offer the following language: "We are not obligated to renew this offer." The word "obligated" is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

Evory, 505 F.3d 769 at 775-76.

60. The Seventh Circuit developed this language with the express purpose of preventing debt collectors from using confusing, intimidating, and threatening statements that impart a false sense of urgency in consumers.

61. Rather than using the safe-harbor language prescribed by the Seventh Circuit for debt collectors stating an offer will "expire," Transworld used language that is even more open-ended, confusing, intimidating, and threatening, and leaves consumers with an even greater sense of uncertainty and urgency regarding the proposed offer.

62. Moreover, Transworld's failure to provide an expiration date for its settlement offer is a material misrepresentation because it misleads the unsophisticated consumer about a material term of the settlement offer. *Evory*, 505 F.3d at 775-76; *see Smith v. Nat'l Enter. Sys., Inc.*, 2017 U.S. Dist. LEXIS 47701, *13 (W.D. Okla. Mar. 30, 2017) (because debt collector's purported time-sensitive settlement offer included an obviously misprinted expiration date that had already passed, "any consumer receiving [it] would be left to wonder about a material term of the offer, that is, the deadline for acceptance.").

63. The unsophisticated consumer, being told she must take advantage of the offer before it expires---without notice---would feel intimidated into paying. *Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629 ("Confusing language in a dunning letter can have an intimidating effect by making the recipient feel that he is in over his head and had better pay up rather than question the demand for payment.").

64. Moreover, the instruction to call Transworld to confirm that the offer is still available prior to paying is a false, deceptive, misleading, and unfair means of attempting to collect the debt.

65. Upon information and belief, the offer is available at any time. The purpose of instructing the consumer to call Transworld is to induce alleged debtors to call Transworld's offices, whereupon Transworld uses high-pressure tactics to induce alleged debtors into paying those debts. *DeGeorge v. Fin. Recovery Servs.*, 2012 U.S. Dist. LEXIS 140966, at *25 (E.D. Penn. Sept. 27, 2012) (plaintiff stated claim that defendant engaged in unfair debt collection practices by sending letters that "required plaintiff to contact defendant to take advantage of a discount, thereby exposing plaintiff to additional pressures of in-person communication.").

66. Exhibit A falsely threatens that Transworld, or the creditor, will revoke the payment plan offered in Exhibit A. *See Al v. Van Ru Credit Corp.*, 2018 U.S. Dist. LEXIS 70321, at *8-10 (E.D. Wis. Apr. 26, 2018).

67. Plaintiff was deceived, misled, and confused by Exhibit A.

68. The unsophisticated consumer would be deceived, misled, and confused by Exhibit A.

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

The FDCPA

70. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized *Derosia v. Credit Corp. Solutions*, 2018 U.S. Dist. LEXIS 50016, *12, 2018 WL 1513043 (E.D. Wis. March 27, 2018); *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist.

LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *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).

71. 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”).

72. 15 U.S.C. § 1692e generally prohibits a debt collector from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

73. 15 U.S.C. § 1692e(2)(A) specifically prohibits “the false representation of the character, amount, or legal status of any debt.”

74. 15 U.S.C. § 1692e(5) specifically prohibits debt collectors from making a “threat to take any action that cannot legally be taken or that is not intended to be taken.”

75. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

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

The WCA

77. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

78. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

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

80. “The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives.” *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

81. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

82. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See*

Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

83. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

84. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuwell Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

85. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer or a person related to the customer with such frequency of at such unusual hours or in such a manner as can reasonably be expected to threaten or harass the customer.”

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

87. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, has found that “conduct which violates the Federal Fair Debt Collection Practices Act” can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) (“Oppressive and deceptive practices prohibited.”). *See Al*, 2018 U.S. Dist. LEXIS 70321, at *5, *10-11 n.2.

COUNT I – FDCPA

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

89. Exhibit E includes an offer that is misleading as to the amount necessary to effectuate the settlement and when the offer may expire.

90. A consumer who mails a payment in the full amount of the “settlement amount” listed on the letter, on or near the deadline on the letter, may not have actually settled the claim if Transworld decides, on its own whim, that the offer expired prior to the payment.

91. A consumer who receives a letter that includes a "Limited Time" settlement offer that does not contain an expiration date would be deceived, misled, and confused about the deadline for acceptance, which is a material term of the offer. *See Smith*, 2017 U.S. Dist. LEXIS 47701 at *14; *Al*, 2018 U.S. Dist. LEXIS 70321, at *6-8.

92. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), and 1692f.

COUNT II – FDCPA

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

94. Exhibit E includes false statements that mislead consumers to believe that any settlement offer made is a limited time offer and failure to accept the offer before its “expiration” would result in the debtors' inability to settle the debt for less than the full amount. *Evory*, 505 F.3d at 775-76; *Al*, 2018 U.S. Dist. LEXIS 70321, at *8-10.

95. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f.

COUNT III – FDCPA

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

97. Exhibit E includes threats to revoke the settlement offers at any time and without notice even though neither Transworld nor the creditor intended to revoke these offers. *Al*, 2018 U.S. Dist. LEXIS 70321, at *8-10.

98. Defendant violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), and 1692f.

COUNT IV – WCA

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

100. Transworld is a licensed Collection Agency.

101. Transworld's conduct violates the Federal Fair Debt Collection Practices Act.

102. Defendant violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

CLASS ALLEGATIONS

103. 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 collection letter in the form represented by Exhibit E to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) between July 2, 2017 and July 2, 2018, inclusive, (e) that was not returned by the postal service.

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

105. 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 the Defendant complied with the FDCPA and the WCA.

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

107. 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.

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

JURY DEMAND

109. 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: July 2, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000

(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

TRANSWORLD SYSTEMS INC.
COLLECTION AGENCY
500 VIRGINIA DR. SUITE 514
FT WASHINGTON, PA 19034
877-420-4789
OFFICE HOURS: 8AM - 5PM ET MON - FRI

PHYSICIANS OF OB-GYN
ACCT #: [REDACTED] 9W-[REDACTED] 9990
CLIENT REF:

CURRENT BALANCE DUE: \$851.46

TRANSMITTAL



03/23/17



JENNIFER TORRES
3009 W WANDA AVE
MILWAUKEE WI 53221-4153

COURTESY NOTICE -- The creditor has requested that we contact you regarding the above-referenced account. Please be advised that the account remains unpaid.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector. Calls to or from this company may be monitored or recorded for quality assurance.

Send correspondence, other than payment, to this collection agency at P.O. BOX 17221, WILMINGTON, DE 19850.

Please send payment to:
PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132

Our Client's Phone:
414-855-2822

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

Notice: See Reverse Side for Important Information.

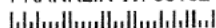
We are required under some states' laws to notify consumers of certain rights as detailed in the list on the back of this notice. Consumers have rights under state and federal law that are not described in this letter or in the list on the back of this notice.

DETACH AND RETURN WITH PAYMENT

MAKE CHECK OR MONEY ORDER PAYABLE TO -
PHYSICIANS OF OB-GYN
Please see reverse for additional payment options



PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132



1 \$851.46

1 of 1

Jennifer Torres

[REDACTED] 9W-[REDACTED] 9990

Transworld Systems Inc.
500 Virginia Dr. Suite 514 Ft Washington, PA 19034 877-420-4789

Calls to or from this company may be monitored
or recorded for quality assurance.

WISCONSIN

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

TENNESSEE

2. This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance.

COLORADO

3. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

MINNESOTA

4. This collection agency is licensed by the Minnesota Department of Commerce.

CALIFORNIA

5. The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

MASSACHUSETTS

6. NOTICE OF IMPORTANT RIGHTS. You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website <https://www.transworldpayments.com> or contact the FTC online at www.ftc.gov; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at www.ftc.gov.

PAP-1098-F-0
Rev Date 1/16



Cardholder name _____
Billing Address _____
City _____ State _____ Zip _____
Card # _____
Amount _____ Exp. date _____
Signature _____ Date _____

Creditor's name will appear on your credit card statement

Exhibit B

tsi

TRANSWORLD SYSTEMS INC.

500 VIRGINIA DR. SUITE 514 FT WASHINGTON, PA 19034 877-420-4789 OFFICE HOURS: 8AM - 5PM ET MON - FRI



JENNIFER TORRES
3009 W WANDA AVE
MILWAUKEE WI 53221-4153

April 06, 2017

PHYSICIANS OF OB-GYN

ACCT #: [REDACTED] 9W-[REDACTED] 9990

CLIENT REF:

CURRENT BALANCE DUE: \$851.46

Jennifer Torres:

The above amount remains unpaid. Our request for payment does not affect your rights as described in our first letter.

Send correspondence, other than payment, to this collection agency at P.O. BOX 17221, WILMINGTON, DE 19850.

Please send payment to:
PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132

Our Client's Phone:
414-855-2822

2

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector. Calls to or from this company may be monitored or recorded for quality assurance.

Notice: See Reverse Side for Important Information.

We are required under some states' laws to notify consumers of certain rights as detailed in the list on the back of this notice. Consumers have rights under state and federal law that are not described in this letter or in the list on the back of this notice.

Philadelphia, New York, Dallas, Phoenix, San Francisco, Chicago, Atlanta, Los Angeles, Boston

Case 2:18-cv-01009 Filed 07/02/18 Page 2 of 3 Document 1-2

PROFESSIONAL
COLLECTORS

COLLECTION AGENCY

FULL
SERVICE

Calls to or from this company may be
monitored or recorded for quality assurance.

WISCONSIN

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

TENNESSEE

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COLORADO

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MINNESOTA

4. This collection agency is licensed by the Minnesota Department of Commerce.

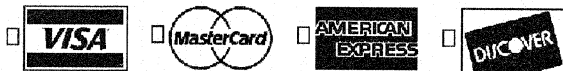
CALIFORNIA

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MASSACHUSETTS

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Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website <https://www.transworldpayments.com> or contact the FTC online at www.ftc.gov; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at www.ftc.gov.



Cardholder name _____

Billing Address _____

City _____ State _____ Zip _____

Card # _____

Amount _____ Exp. date _____

Signature _____ Date _____

Creditor's name will appear on your credit card statement.

Exhibit C

TRANSWORLD SYSTEMS INC.
COLLECTION AGENCY
500 VIRGINIA DR. SUITE 514
FT WASHINGTON, PA 19034
877-420-4789
OFFICE HOURS: 8AM - 5PM ET MON - FRI

PHYSICIANS OF OB-GYN
ACCT #: [REDACTED] 9990
CLIENT REF:

CURRENT BALANCE DUE: \$851.46

TRANSMITTAL



04/20/17



JENNIFER TORRES
3009 W WANDA AVE
MILWAUKEE WI 53221-4153

The above amount remains unpaid. Our request for payment does not affect your rights described in our first letter.

Send correspondence, other than payment, to this collection agency at P.O. BOX 17221, WILMINGTON, DE 19850.

Please send payment to:
PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132

Our Client's Phone:
414-855-2822

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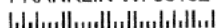
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DETACH AND RETURN WITH PAYMENT

MAKE CHECK OR MONEY ORDER PAYABLE TO -
PHYSICIANS OF OB-GYN
Please see reverse for additional payment options



PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132



3 \$851.46

Jennifer Torres

[REDACTED] 9990

Transworld Systems Inc.
500 Virginia Dr. Suite 514 Ft Washington, PA 19034 877-420-4789

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MINNESOTA

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CALIFORNIA

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MASSACHUSETTS

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Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website <https://www.transworldpayments.com> or contact the FTC online at www.ftc.gov; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at www.ftc.gov.

PAP-1098-F-0
Rev Date 1/16



Cardholder name _____
Billing Address _____
City _____ State _____ Zip _____
Card # _____
Amount _____ Exp. date _____
Signature _____ Date _____

Creditor's name will appear on your credit card statement.

Exhibit D

TRANSWORLD SYSTEMS INC.
COLLECTION AGENCY
500 VIRGINIA DR. SUITE 514
FT WASHINGTON, PA 19034
877-420-4789
OFFICE HOURS: 8AM - 5PM ET MON - FRI

CREDITOR: PHYSICIANS OF OB-GYN
ACCT #: [REDACTED] 9990
CLIENT REF:

CURRENT BALANCE DUE: \$851.46

TRANSMITTAL



05/18/17



JENNIFER TORRES
3009 W WANDA AVE
MILWAUKEE WI 53221-4153

The above amount remains unpaid.

Unless payment is made, we may recommend to our client that this account be transferred to our team of professional telephone collectors.

Send correspondence, other than payment, to this collection agency at P.O. BOX 17221, WILMINGTON, DE 19850.

Please send payment to:
PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132

Our Client's Phone:
414-855-2822

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector. Calls to or from this company may be monitored or recorded for quality assurance.

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DETACH AND RETURN WITH PAYMENT

MAKE CHECK OR MONEY ORDER PAYABLE TO -
PHYSICIANS OF OB-GYN
Please see reverse for additional payment options



PHYSICIANS OF OB-GYN
Aurora Health Center
4202 W Oakwood Park Ct #120
FRANKLIN WI 53132

5 \$851.46

1 of 1

Jennifer Torres

[REDACTED] 9990

Transworld Systems Inc.
500 Virginia Dr. Suite 514 Ft Washington, PA 19034 877-420-4789

Calls to or from this company may be monitored
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WISCONSIN

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MINNESOTA

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CALIFORNIA

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MASSACHUSETTS

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Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website <https://www.transworldpayments.com> or contact the FTC online at www.ftc.gov; by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at www.ftc.gov.

PAP-1098-F-0
Rev Date 1/16



Cardholder name _____
Billing Address _____
City _____ State _____ Zip _____
Card # _____
Amount _____ Exp. date _____
Signature _____ Date _____

Creditor's name will appear on your credit card statement.

Exhibit E

5721.3840.QH4
PO Box 15618
Dept. 938
Wilmington, DE 19850-5618



Transworld Systems Inc.
9525 SWEET VALLEY DRIVE BLDG A
VALLEY VIEW, OH 44125
877-870-7255

DATE: 09/11/17
OUR ACCOUNT #: [REDACTED] 1009
CREDITOR: PHYSICIANS OF OB-GYN
CREDITOR'S ACCOUNT #: [REDACTED] 9W-[REDACTED] 9990 [REDACTED] 017
CURRENT BALANCE DUE: \$862.52



99881 - 3049



JENNIFER TORRES
3009 W WANDA AVE
MILWAUKEE WI 53221-4153

003049

You can pay the above account in 6 equal consecutive monthly payments of \$143.74.

This offer may expire without notice. Before making payment, please confirm with one of our representatives that this offer has not expired.

Please contact our office at 877-870-7255 for details.

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

Calls to or from this company may be monitored or recorded for quality assurance.

You may also make payment by visiting us on-line at www.transworldpayments.com. Your unique registration code is 097.33438101.34131009.1016.

Office Hours: 8am-9pm Monday-Thursday, 8am-5pm Friday, 8am-12pm Saturday (ET).

Notice: See Reverse Side for Important Information.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

Transworld Systems Inc.
9525 SWEET VALLEY DRIVE BLDG A
VALLEY VIEW, OH 44125
877-870-7255

Our Account #	Creditor's Account #	Current Balance Due
[REDACTED] 1009	[REDACTED] 9W-[REDACTED] 9990 [REDACTED] 017	\$862.52
JENNIFER TORRES		

Payment Amount



\$

Make Payment To:

Transworld Systems Inc.
P.O. Box 15520
Wilmington, DE 198505520



Check here if your address has changed and print your new address in the space provided below.

1 of 1

P 5721
3049

Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website at <https://www.transworldpayments.com> or contact the FTC online at www.ftc.gov; by phone at 1-877- FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at www.ftc.gov.

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

JENNIFER TORRES

(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

TRANSWORLD SYSTEMS INC.

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)Citizen of This State ☐ 1 ☐ 1Incorporated *or* Principal Place
of Business In This State ☐ 4 ☐ 4Citizen of Another State ☐ 2 ☐ 2Incorporated *and* Principal Place
of Business In Another State ☐ 5 ☐ 5Citizen or Subject of a
Foreign Country ☐ 3 ☐ 3Foreign Nation ☐ 6 ☐ 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		<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	<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"/> 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	<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	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<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"/> 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"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights			
	PRISONER PETITIONS			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	Habeas Corpus:			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			

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 ☐ NoVIII. RELATED CASE(S)
IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

July 2, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

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

JENNIFER TORRES

Plaintiff(s)

v.

TRANSWORLD SYSTEMS INC.

Defendant(s)

Civil Action No. 18-cv-1009

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* TRANSWORLD SYSTEMS INC.
c/o C T Corporation System
301 S. Bedford St. Suite 1
Madison, Wisconsin 53703

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. 18-cv-1009

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.:

Print

Save As...

Case 1:18-cv-01009 Filed 07/02/18 Page 2 of 2 Document 1-1

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Transworld Systems Sent Misleading Collection Letter](#)
