

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

6. Defendant Patenaude & Felix, A.P.C. (“Patenaude”) is a foreign professional services corporation with its principal place of business located at 4545 Murray Canyon Road, Third Floor, San Diego, CA 92123.

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

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

FACTS

9. On or about October 26, 2017, Patenaude mailed a debt collection letter to Plaintiff regarding an alleged debt owed to “TD Bank USA, N.A. / Target Credit Card.” A copy of this letter is attached to this Complaint as Exhibit A.

10. Upon information and belief, the alleged debt referenced in Exhibit A was incurred for personal, family or household purposes, namely through use of a store-branded credit card at Target Stores.

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

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

13. Upon information and belief, Exhibit A was the first letter Patenaude sent Plaintiff regarding the alleged debt to which the letter refers.

14. Exhibit A lists the “Total Due” on the account as \$4,483.19.

15. Exhibit A also lists the “Minimum Due” on the account as \$169.00.

16. On or about October 25, 2017, about one day before Plaintiff received the collection letter, Exhibit A, from Patenaude, Target Card Services mailed a billing statement to Plaintiff regarding the same account. A copy of this billing statement is attached to this Complaint as Exhibit B.

17. Exhibit B lists a “New Balance” of \$4,483.19, which is the same amount listed as the “Total Due” in Exhibit A.

18. Exhibit B, however, lists a “Minimum Payment Due” of \$777.00, which is significantly greater than the “Minimum Due” of \$169.00 listed by Exhibit A.

19. Exhibit A is thus false or misleading as to the amount necessary to bring the account current.

20. Additionally, by listing both a “Total Due” and “Minimum Payment Due,” Exhibit A is misleading as to the amount of the debt Patenaude sought to collect.

21. Moreover, Patenaude lacked the legal authority to demand the total balance of the account. Credit card transactions are, by definition, consumer credit transactions. Wis. Stat. § 421.301(10).

22. Upon information and belief, at the time Patenaude sent Exhibit A to Plaintiff, the creditor had not provided Plaintiff with notice of her right to cure the default on her account, which is required before accelerating the debt. Wis. Stat. § 425.105(1), (2). TD Bank and Patenaude thus lacked the right to accelerate the maturity of the credit card account.

23. Lastly, Exhibit A is printed on Patenaude's letterhead, which identifies the organization as the "Law Offices of Patenaude & Felix. A.P.C. – A Professional Legal Corporation."

24. Beneath the body of the collection letter, Exhibit A also includes a signature line reading "Law Office of Patenaude & Felix," which appears to bear a signature.

25. Exhibit A thus falsely implies that an attorney was meaningfully involved in the collection of the alleged debt in October 2017.

26. The unsophisticated consumer, receiving a letter from a law firm, believes that that law firm has been hired to sue the consumer, and that an attorney is personally and professionally involved in the consumer's file.

27. The Seventh Circuit has stated: "An unsophisticated consumer, getting a letter from an 'attorney,' knows the price of poker has just gone up. And that clearly is the reason why the dunning campaign escalates from the collection agency, which might not strike fear in the heart of the consumer, to the attorney, who is better positioned to get the debtor's knees knocking." *Avila v. Rubin*, 84 F.3d 222, 229 (7th Cir.1996).

28. "If a debt collector (attorney or otherwise) wants to take advantage of the special connotation of the word 'attorney' in the minds of delinquent consumer debtors to better effect collection of the debt, the debt collector should at least ensure that an attorney has become professionally involved in the debtor's file." *Id.*; see also *Clomon v. Jackson*, 988 F.2d 1314, 1320-21 (2d Cir. 1993).

29. The Third Circuit has held that collection letters purporting to be "from an attorney" when there was no actual attorney involvement violated the FDCPA, even though the

letters included an attempted disclaimer of attorney involvement. *Leshner v. Law Offices of Mitchell N. Kay, PC*, 650 F.3d 993, 995 (3d Cir. 2011).

30. Other Circuits have held that “a lawyer acting as a debt collector must notify the consumer, through a clear and prominent disclaimer in the letter, that the lawyer is wearing a ‘debt collector’ hat and not a ‘lawyer’ hat when sending out the letter.”

31. Exhibit A does not include any language in the nature of a disclaimer of attorney involvement, let alone a “clear and prominent disclaimer” like the one discussed in *Greco v. Trauner, Cohen & Thomas, L.L.P.*, 412 F.3d 360, 361-62 (2d Cir. 2005).

32. Patenaude is a high-volume debt collector.

33. Upon information and belief, at the time Exhibit A was mailed to Plaintiff and the class, no attorney had assessed the validity of the alleged debts to the standards required of an attorney.

34. Upon information and belief, from the time that consumer debts are placed with Patenaude for collection until the time that a legal complaint is drafted, the only employees of Patenaude who are directly involved in the collection process of consumer debts are non-attorneys.

35. Moreover, Patenaude is frequently engaged to send collection letters to consumers with no intent that Patenaude will ever file a lawsuit to collect the debt.

36. Upon information and belief, a significant portion of Patenaude’s debt collection activities during that time period consists of computer-automated processes, including the sending of computer-generated form letters like Exhibit A.

37. Upon information and belief, at the time Exhibit A was mailed to Plaintiff and the class, no attorney associated with Patenaude had reviewed any documentation underlying the

alleged debts, including but not limited to any contract, payment history or any other documents establishing or evidencing the alleged debts.

38. Upon information and belief, at the time Exhibit A was mailed to Plaintiff, no attorney associated with Patenaude had reviewed anything relating to Plaintiff's account. Instead, a computer or a non-attorney assistant at Patenaude or a third party mailing company generated and mailed Exhibit A as part of a batch of identical, except for personal information, form debt collection letters.

39. Upon information and belief, at the time Exhibit A was mailed to Plaintiff and the class, no attorney associated with Patenaude had exercised the professional judgment of an attorney that Plaintiff or any other class member was delinquent on his or her debt and a candidate for legal action, nor was any attorney associated Patenaude meaningfully involved in the decision to send Exhibit A to Plaintiff and the class.

40. Upon information and belief, no attorney associated with Patenaude personally reviews each class member's collection letter in any meaningful sense, before the letter is mailed.

41. Upon information and belief, no attorney associated with Patenaude makes an individualized assessment of the class member's circumstances or liability, before Exhibit A is mailed to each class member.

42. Plaintiff was confused by Exhibit A.

43. The unsophisticated consumer would be confused by Exhibit A.

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

45. Plaintiff had to take time to obtain and meet with counsel, including travel 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.

The FDCPA and WCA

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

47. 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”).

48. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

49. 15 U.S.C. § 1692e(3) specifically prohibits: “The false representation or implication that any individual is an attorney or that any communication is from an attorney.”

50. 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.”

51. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

52. 15 U.S.C. § 1692g(a)(1) requires that, “[w]ithin five days after the initial communication with a consumer in connection with the collection of any debt,” that a debt collector provide notice of “the amount of the debt.”

53. 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).

54. 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).

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

56. “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.

57. 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.

58. 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).

59. 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).

60. 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.*

61. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

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

63. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

64. Wis. Stat. § 427.104(1)(k) specifically prohibits a debt collector from using “a communication which simulates legal or judicial process or which gives the appearance of being authorized, issued or approved by a government, governmental agency or attorney-at-law when it is not.

65. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

COUNT I – FDCPA

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

67. By listing a different amount as the “Minimum Due” from the amount listed as the “Minimum Payment Due” by the creditor, Exhibit A is false or misleading as to the minimum amount necessary to bring the account current.

68. By listing both a “Minimum Due” as well as the “Total Due,” Exhibit A is misleading as to the amount of the debt sought by Patenaude.

69. By listing the total balance of the account as the “Total Due,” Exhibit A is misleading as to the legal status of the alleged debt and threatens to take any action that cannot legally be taken.

70. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), 1692e(10), 1692f, and 1692g(a)(1).

COUNT II – FDCPA

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

72. Exhibit A creates the false impression that an attorney at Patenaude had personally reviewed the circumstances of Plaintiff’s and class members’ alleged debts and Exhibit A itself, and “reached a considered, professional judgment that the debtor is delinquent and is a candidate for legal action,” at the time that the letters were mailed to Plaintiff and class members.

73. Before mailing Exhibit A to Plaintiff and the class, no attorney at Patenaude had any meaningful involvement with Plaintiff’s or class members’ alleged debts or the letters. *Avila*, 84 F.3d at 229; *Nielsen v. Dickerson*, 307 F.3d 623, 635 (7th Cir. 2002).

74. Defendant thereby violated 15 U.S.C. §§ 1692e, 1692e(3), 1692e(10), and 15 U.S.C. § 1692f.

COUNT III – WCA

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

76. By listing a different amount as the “Minimum Due” from the amount listed as the “Minimum Payment Due” by the creditor, Exhibit A is false or misleading as to the minimum amount necessary to bring the account current.

77. By listing both a “Minimum Due” as well as the “Total Due,” Exhibit A is misleading as to the amount of the debt sought by Patenaude.

78. By listing the total balance of the account as the “Total Due,” Exhibit A is misleading as to the legal status of the alleged debt and threatens to take any action that cannot legally be taken.

79. Defendant violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

COUNT IV – WCA

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

81. Exhibit A creates the false impression that an attorney at Patenaude had personally reviewed the circumstances of Plaintiff’s and class members’ alleged debts and Exhibit A itself, and “reached a considered, professional judgment that the debtor is delinquent and is a candidate for legal action,” at the time that the letters were mailed to Plaintiff and class members.

82. Before mailing Exhibit A to Plaintiff and the class, no attorney at Patenaude had any meaningful involvement with Plaintiff’s or class members’ alleged debts or the letters. *See Avila*, 84 F.3d at 229; *Nielsen v. Dickerson*, 307 F.3d 623, 635 (7th Cir. 2002).

83. Defendant violated Wis. Stat. § 427.104(1)(k).

CLASS ALLEGATIONS

84. 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 A to the complaint in this action, (c) seeking to collect a debt incurred for personal, family or household purposes, (d) Between November 20, 2016 and November 20, 2017, inclusive, (e) that was not returned by the postal service.

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

86. 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.

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

88. 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.

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

JURY DEMAND

90. 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: November 20, 2017

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
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EXHIBIT A

LAW OFFICES OF

PATENAUDE & FELIX, A.P.C.

A PROFESSIONAL LAW CORPORATION

4545 MURPHY CANYON ROAD, 3RD FLOOR, SAN DIEGO, CALIFORNIA 92123

TEL (858) 244-7600 OR (800) 832-7675 FAX (858) 836-0318

ARIZONA

3260 NORTH HAYDEN RD. #209
SCOTTSDALE, AZ 85251
TEL: (800) 832-7675
FAX: (480) 247-2783

NEVADA

7271 W. CHARLESTON BLVD. #100
LAS VEGAS, NV 89117
TEL: (702) 952-2032
(800) 867-3092
FAX: (702) 992-6286

NEW MEXICO

8500 MENAUL BLVD. NE #A-313
ALBUQUERQUE, NM 87112
TEL: (800) 832-7675
FAX: (858) 836-0318

OREGON

1618 SW 1ST AVE., #205
PORTLAND, OR 97201
TEL: (503) 208-2676
(800) 832-7675
FAX: (503) 954-3586

PENNSYLVANIA

501 CORPORATE DRIVE
SOUTHPOINTE, SUITE 205
CANONSBURG, PA 15317
TEL: (412) 429-7675/(866)772-7675
FAX: (412) 429-7679

WASHINGTON

19401 40th AVE., WEST #280
LYNNWOOD, WA 98036
TEL: (425) 361-1662
(800) 832-7675
FAX: (425) 967-3508

October 26, 2017

WENDY M UNTERSCHINE
143 E PINE HOLLOW LN APT 6
OAK CREEK, WI 531547714

RE: Our Client: TD Bank USA, N.A. / Target Credit Card
Account ID Number: [REDACTED] 6523
Total Due: \$4483.19
Minimum Due: \$169.00

Dear WENDY M UNTERSCHINE:

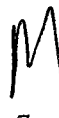
Please be advised that the above-referenced debt has been assigned to this firm to initiate collection efforts regarding your delinquent outstanding balance to our client. Because of interest, late charges, and other charges the amount due on the day you pay may be greater. Please call our office to get an exact payoff amount. In the event that an adjustment is necessary after we receive your payment, we will inform you prior to depositing your payment. If you wish to avoid further collection activity, please contact us at (866) 606-3290.

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 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.

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

Very truly yours,

LAW OFFICE OF PATENAUDE & FELIX



Patenaude & Felix, A.P.C. maintains office hours from 7am – 8pm Pacific Time (PT) Monday through Thursday, 8am – 5pm PT Friday and 8am – noon PT Saturday

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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

California

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 a.m. or after 9 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.

Colorado

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA.

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 ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

New Mexico

We are required by New Mexico Attorney General Rule to notify you of the following information. This information is not legal advice. The debt may be too old for you to be sued on it in court. If it is too old, you can't be required to pay it through a lawsuit. You can renew the debt and start the time for the filing of a lawsuit against you to collect the debt if you do any of the following: make any payment of the debt; sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; sign a paper in which you give up ("waive") your right to stop the debt collector from suing you in court to collect the debt.

Exhibit B



9000x

REDcard Ending in: 7733

Account Identification Number: [REDACTED] 6523

WENDY M UNTERSCHINE

Statement Closing Date: October 25, 2017

Page 1 of 2

Summary of Account Activity

Previous Balance	\$4,358.66
Payments and Other Credits	-\$0.00
Purchases and Other Debits	+\$0.00
Past Due Amount	\$608.00
Fees Charged	+\$38.00
Interest Charged	+\$86.53

New Balance \$4,483.19

Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	10/25/2017
Days in Billing Cycle	30

For questions, an address change or to report a lost or stolen card, go online or call us:

Manage My REDcard Target.com/redcard
 Target Card Services 1-800-659-2396
 TDD/TDY 1-800-347-5842
 Outside the U.S. 1-612-307-8622 (Call Collect)
 Calling will not preserve your billing-error rights

Payment Information

New Balance	\$4,483.19
Minimum Payment Due	\$777.00
Payment Due Date	11/22/2017

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$38.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum Payment	16 years	\$10,648

If you would like information about credit counseling services, call 1-800-991-8433.

Important Messages

Please Contact us About Your Past Due Account

We've been trying to help bring your account current for the last few months. We have a number of special payment arrangements, but we need to hear from you in order to try to help. Please get in touch with us today by going to Target.com/redcard and clicking on "Manage My REDcard" or calling (800) 621-2410.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INCLUDE THIS PORTION WITH YOUR PAYMENT MADE PAYABLE TO TARGET CARD SERVICES



Account Number Ending in 7733
 Account Identification Number [REDACTED] 6523
 New Balance \$4,483.19
 Minimum Payment Due \$777.00
 Payment Due Date November 22, 2017

Amount Enclosed \$

[Empty box for amount enclosed]

TARGET CARD SERVICES
 P.O. BOX 660170
 DALLAS TX 75266-0170



AAT25-00071453-001-002

NEW PHONE, HOME OR E-MAIL ADDRESS? PLEASE UPDATE ON REVERSE SIDE.

WENDY M UNTERSCHINE
 143 E PINE HOLLOW LN APT 6
 OAK CREEK WI 53154-7714



Payment Information: Please make payments in U.S. Dollars, accompanied by the lower portion of your statement. Mail us your payment in the enclosed return envelope or addressed to: Target Card Services, P.O. Box 660170, Dallas, TX 75266-0170.

Please do not mail cash payments or gift certificates. Make your check payable to **Target Card Services**. If these payment instructions are not followed the crediting of payments may be delayed for up to five (5) days after receipt. Payments received by 5:00PM CT are credited as of the day of receipt.

You may at any time pay the full amount you owe or any part thereof without incurring any prepayment charges.

Electronic Payment Processing: When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If your check is returned unpaid for insufficient or uncollected funds, we may present the returned check electronically.

How We Calculate the Balance for Interest Charge: We calculate a Daily Balance for your Account balance. We may maintain separate balances for your Purchases and special promotional Purchase balances (each a "Balance Type") and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate and that daily interest charge is included in the beginning balance of that Balance Type for the next day. Purchases are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase is posted to the Account. Fees are included in the Daily Balance of Purchases when posted to the Account. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest Charge for the billing period. The Balance Subject to Interest Rate shown on the front of the statement is the average daily balance which is multiplied by the number of days in the billing cycle and the periodic rate applied to the Balance Type to determine the amount of interest.

Paying Interest: You may avoid paying an Interest Charge on the purchases balance by paying your entire New Balance by the Payment Due Date each month. If your Account has a promotional balance, this may impact how we are required to apply your payments and whether you can avoid paying Interest Charges on purchases.

Delinquent Accounts: Failure to pay at least the Minimum Payment Due may result in a late payment fee. If your Account is past due or in default under the Credit Card Agreement, this is an attempt to collect a debt and any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Disputes About Information We Reported to Credit Bureaus:

If you believe we have reported inaccurate information about your Account to a credit bureau, you may notify us by sending your Account number and a description of the information you believe to be inaccurate to: Target Card Services, P.O. Box 673, Minneapolis, MN 55444-0673.

Disputed Amounts: All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "payment in full" or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown in the summary of your billing rights that appears below. We may accept any such payment, at this address or elsewhere, without waiving any of our rights to receive full payment under the terms of your Credit Card Agreement.

BILLING RIGHTS SUMMARY

What To Do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at: TD Bank USA, N.A., c/o Target Card Services, P.O. Box 9500, Minneapolis, MN 55440.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement Target mailed to you, or if Target or Target.com sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Target Card Services, P.O. Box 1581, Minneapolis, MN 55440-1581.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Target® Card Services provides services for your account with TD Bank USA, N.A.

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NEW HOME OR E-MAIL ADDRESS?

Please complete the following information

Name

Street Address

City, State, Zip Code

Home Phone

Work Phone

E-Mail Address



8000W

REDcard Ending in: 7733

Account Identification Number: ██████████6523
WENDY M UNTERSCHINE

Statement Closing Date: October 25, 2017
Page 2 of 2

Transactions

Trans Date	Description of Transaction or Credit	Location	Amount
Payments And Other Credits			
No payments or credits were received last month.			
Fees			
Oct. 22	LATE PAYMENT FEE		\$38.00
TOTAL FEES FOR THIS PERIOD			\$38.00
Interest Charged			
	INTEREST CHARGE-PURCHASES		\$86.53
TOTAL INTEREST CHARGED FOR THIS PERIOD			\$86.53

2017 Totals Year-to-Date	
Total fees charged in 2017	\$228.00
Total interest charged in 2017	\$781.35

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.90% (v)	\$4,405.36	\$86.53

(v) = Variable Rate

There is a Minimum Charge of \$1.00 for any billing period in which an interest charge is imposed.

Special Announcements and Exclusive Offers

Go Paperless

Go paperless, easily make payments, and set up alerts for your account with REDcard Account Management! Enroll today at Target.com/redcard.

Payment Information: Please make payments in U.S. Dollars accompanied by the lower portion of your statement. Mail us your payment in the enclosed return envelope or addressed to: Target Card Services, P.O. Box 660170, Dallas, TX 75266-0170.

Please do not mail cash payments or gift certificates. Make your check payable to Target Card Services. If these payment instructions are not followed the crediting of payments may be delayed for up to five (5) days after receipt. Payments received by 3:00PM CT are credited as of the day of receipt.

You may at any time pay the full amount you owe or any part thereof without incurring any prepayment charges.

Electronic Payment Processing: When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If your check is returned unpaid for insufficient or uncollected funds, we may present the returned check electronically.

How We Calculate the Balance for Interest Charge: We calculate a Daily Balance for your Account balance. We may maintain separate balances for your Purchases and special promotional Purchase balances (each, a "Balance Type") and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate and that daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase is posted to the Account. Fees are included in the Daily Balance of Purchases when posted to the Account. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest Charge for the billing period. The Balance Subject to Interest Rate shown on the front of the statement is the average daily balance which is multiplied by the number of days in the billing cycle and the periodic rate applied to the Balance Type to determine the amount of interest.

Paying Interest: You may avoid paying an Interest Charge on the purchases balance by paying your entire New Balance by the Payment Due Date each month. If your Account has a promotional balance, this may impact how we are required to apply your payments and whether you can avoid paying Interest Charges on purchases.

Delinquent Accounts: Failure to pay at least the Minimum Payment Due may result in a late payment fee. If your Account is past due or in default under the Credit Card Agreement, this is an attempt to collect a debt and any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Disputes About Information We Reported to Credit Bureaus:

If you believe we have reported inaccurate information about your Account to a credit bureau, you may notify us by sending your Account number and a description of the information you believe to be inaccurate to: Target Card Services, P.O. Box 673, Minneapolis, MN 55440-0673.

Disputed Amounts: All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "payment in full" or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown in the summary of your billing rights that appears below. We may accept any such payment, at this address or elsewhere, without waiving any of our rights to receive full payment under the terms of your Credit Card Agreement.

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Target[®] Card Services provides services for your account with TD Bank USA, N.A.

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NEW HOME OR E-MAIL ADDRESS?

Please complete the following information:

Name

Street Address

City, State, Zip Code

Home Phone

Work Phone

E-Mail Address

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

WENDY UNTERSCHINE

(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

PATENAUDE & FELIX, A.P.C.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability		<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

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 20, 2017

/s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IEP _____

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

WENDY UNTERSCHINE

Plaintiff(s)

v.

PATENAUDE & FELIX, A.P.C.

Defendant(s)

Civil Action No. 17-cv-1612

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PATENAUDE & FELIX, A.P.C. 4545 Murray Canyon Road, Third Floor San Diego, CA 92123

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Patenaude & Felix On the Hook in Debt Collection Class Action](#)
