



6. Plaintiffs are also each a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt Defendants sought to collect from Plaintiffs was incurred as a result of a consumer transaction.

7. Defendant Alltran Financial, LP (“Alltran”) is a foreign limited partnership with its primary offices located at 5800 North Course Drive, Houston, TX 77072.

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

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

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

## **FACTS**

### **Facts Related to Plaintiff Wojcieszki**

11. On or around November 9, 2017, Alltran mailed a debt collection letter to Plaintiff Wojcieszki regarding an alleged debt owed to “U.S. Bank National Association.” A copy of this letter is attached to this complaint as Exhibit A.

12. Upon information and belief, the alleged debt referenced in Exhibit A was incurred by use of a consumer credit card, which was used only for personal, family, or household purposes.

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

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

15. Upon information and belief, Exhibit A is the first written communication Alltran mailed to Plaintiff Wojcieszki regarding this alleged debt.

16. Exhibit A contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires debt collectors provide alleged debtors 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 the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, 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 the name and address of the original creditor, if different from the current creditor.

17. Exhibit A also contains the following information:

Creditor: U.S. Bank National Association
Account: XXXXXXXXXXXX3743
Alltran ID: [REDACTED]4612
Amount Due as of November 9, 2017: \$10,492.59
Partial Account Number for Your Security

18. In the body of the letter, Exhibit A additionally states: “As of the date of this letter, you owe the amount stated above. For further information about your balance please contact your account representative.”

19. Exhibit A thus states that the “Amount Due” is \$10,492.59 but also states that this amount applies only “as of November 9, 2017.”

20. By indicating the “Amount Due” only applies as of the date of the letter and by informing the consumer that they must contact Alltran for “further information about [their] balance,” Exhibit A implies that balance is subject to change.

21. Consequently, Exhibit A obscures the amount of the debt Alltran sought to collect from Plaintiff Wojcieski.

22. Under 15 U.S.C. 1692g(a)(1), a debt collector must, within five days of the initial communication to a consumer regarding an alleged debt, “state the amount of the debt.”

23. Furthermore, it is not enough that a debt collector merely state the amount of the debt, it must do so in a non-confusing manner. *See Chuway v. Nat'l Action Fin. Servs.*, 362 F.3d 944, 948 (7th Cir. 2004) (holding that a debt collection letter including the statement “To obtain your most current balance information, please call 1-800-[xxx]-[xxxx]” to be confusing as a matter of law).

24. Because Exhibit A implies the consumers balance is subject to change, Exhibit A fails to state the amount Alltran is seeking to collect from the consumer in a non-confusing manner.

25. Upon receiving a debt collection letter in the form of Exhibit A, a consumer would understand that the amount of the debt may be subject to change due to the accrual of interest and other charges.

26. If the alleged debt referenced in the letter *is not* subject to the accrual of interest, Exhibit A is deceptive and misleading insofar as it implies the debt may be subject to interest.

27. If the alleged debt referenced in the letter *is* subject to the accrual of interest, Exhibit A is deceptive and misleading insofar as it fails to disclose expressly that the debt is subject to the account is subject to interest. *See Spuhler v. State Collection Servs.*, 2017 U.S. Dist. LEXIS 210895, \*20, 2017 WL 6557558 (E.D. Wis. December 22, 2017).

28. Furthermore, by referring to the \$10,492.59 as the “Amount Due” but encouraging the consumer to contact Alltran for “further information about [their] balance,” Exhibit A suggests that, apart from the issue of interest and other charges, the “Amount Due” may be different from the total balance of the account. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at \*6 (E.D. Wis. Sept. 29, 2017) (“In the context of a debt, ‘owing’ an amount is distinguishable from the amount ‘due.’”).

29. Lastly, upon information and belief, by requiring the consumer to call Alltran to clarify the amount of the debt referenced in Exhibit A, Alltran intentionally compels the consumer to

contact its representatives via telephone in order to engage in aggressive, high-pressure collection tactics. *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.”).

30. Plaintiff Wojcieszki was deceived, misled, and confused by Exhibit A.

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

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

33. Plaintiff Wojcieszki had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to obtain counsel on the consequences of Exhibit A.

**Facts Related to Plaintiff Wilm**

34. Sometime around 2006, Plaintiff Wilm had a credit card account with Chase Bank USA, N.A. (“Chase”), which she used only for personal, family, or household purposes.

35. Sometime prior to September of 2017, Plaintiff Wilm’s Chase credit card account went into default because Plaintiff became unable to make her minimum monthly payments.

36. On or around September 21, 2017, Chase mailed Plaintiff Wilm a notice informing her that, if she failed to immediately pay the past due amount, her account would be charged-off. A copy of this notice is attached to this Complaint as Exhibit B.

37. On or around September 22, 2017, Chase also mailed Plaintiff Wilm her monthly account statement. A copy of this statement is attached to the Complaint as Exhibit C.

38. Exhibit C includes the following representations:

<b>PAYMENT INFORMATION</b>	
New Balance	\$3,434.08
Payment Due Date	10/19/17
Minimum Payment Due	\$491.00

39. Exhibit C also states that the “Past Due Amount” is \$390.00.

40. Exhibit B includes the following representation:

Your account is at risk of being charged off. We would like to work with you to keep that from happening. Please take one of the following steps:

**Make a payment**

We need to receive a payment of \$390.00 from you immediately to bring this account up-to-date.

41. Exhibit B thus demands \$390.00 to avoid the charge-off of the account, the “Past Due Amount” listed in Exhibit C as of the date of communications.

42. Exhibit B does not provide a definite deadline by which Plaintiff Wilm could tender the past due amount to avoid the charge-off of her account. Rather, Exhibit B simply states that Plaintiff must tender the past due amount “immediately.”

43. Exhibit B also includes the following representation:

If you don't make a payment, here's what will happen:

- We may continue to contact you to pay the account balance.
- We may turn your account over to a debt collection agency, which may contact you for payment.

44. Upon information and believe Exhibit B and Exhibit C were the last communications Chase sent to Plaintiff Wilm.

45. On or around October 27, 2017, Alltran mailed a debt collection letter to Plaintiff Wilm regarding the debt allegedly owed to Chase. A copy of this letter is attached to this complaint as Exhibit D.

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

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

48. Upon information and belief, Exhibit D is the first written communication Alltran mailed to Plaintiff Wilm regarding this alleged debt.

49. Exhibit D contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires debt collectors provide alleged debtors 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 the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, 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 the name and address of the original creditor, if different from the current creditor.

50. Exhibit D also contains the following information:

Creditor: Chase Bank USA, N.A. Account: XXXXXXXXXXXXX7620 Alltran ID: [REDACTED]973 Past Due Amount: \$3,469.08 Partial Account Number for Your Security
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51. The “Past Due Amount” of \$3,469.08, which is the amount which Exhibit D is seeking to collect, is the balance of Plaintiff Wilm’s Chase account listed on her final billing statement, Exhibit C, plus an additional \$35.

52. Upon information and belief, the additional \$35 represents a late fee imposed after the date Chase designated Plaintiff Wilm’s account as charged-off.

53. Once the Chase accelerated the alleged debt at issue and attempted collect the entire balance, Chase could no longer impose a late fee on the account. *See, e.g., Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 794 (7th Cir. 2003).

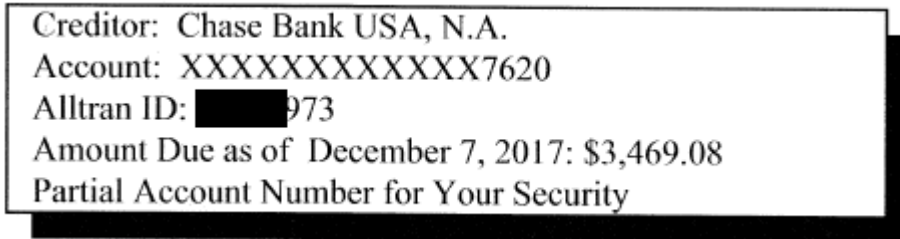
54. Exhibit D therefore attempts to collect an amount that Alltran was not legally entitled to collect.

55. On or around October 27, 2017, Alltran mailed another debt collection letter to Plaintiff Wilm regarding the debt allegedly owed to Chase. A copy of this letter is attached to this complaint as Exhibit E.

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

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

58. Exhibit E contains the following representation:



Creditor: Chase Bank USA, N.A.  
Account: XXXXXXXXXXXXX7620  
Alltran ID: [REDACTED] 973  
Amount Due as of December 7, 2017: \$3,469.08  
Partial Account Number for Your Security



59. By seeking to collect an “Amount Due” of \$3,469.08, which includes additional fees imposed after the date of charge-off, Exhibit E, like Exhibit D, attempts to collect an amount that Alltran was not legally entitled to collect.

60. Furthermore, Exhibit E contains the following settlement offer:

Our client, Chase Bank USA, N.A., has agreed to accept \$2,081.45 in 3 equal payments of \$693.82 as settlement for monies owing on your account. This settlement is only valid if the payment schedule outlined below is met. If the payment schedule outlined below is not met, we are not obligated to renew this offer. If you need additional time to consider this offer, or cannot timely make these payments, please call ANGELA WILLIAMS on our toll-free number 888-732-7013 Ext. 4036 to discuss.



61. Additionally, Exhibit E includes the following payment coupons in accordance with such settlement offer:

<i>Detach Coupon and Mail with Payment</i>				
<i>Payment 1 of 3</i>		<i>Payment 2 of 3</i>		<i>Payment 3 of 3</i>
Alltran ID: 39539973 Mail Payment To: <b>Alltran Financial, LP</b> <b>P.O. Box 722929</b> <b>HOUSTON TX 77272-2929</b>		Alltran ID: 39539973 Mail Payment To: <b>Alltran Financial, LP</b> <b>P.O. Box 722929</b> <b>HOUSTON TX 77272-2929</b>		Alltran ID: 39539973 Mail Payment To: <b>Alltran Financial, LP</b> <b>P.O. Box 722929</b> <b>HOUSTON TX 77272-2929</b>
Payment Amt - \$693.82 Due Date - December 22, 2017		Payment Amt - \$693.82 Due Date - January 21, 2018		Payment Amt - \$693.82 Due Date - February 20, 2018

62. The settlement offer included in Exhibit E is confusing and misleading.

63. The payment amounts of \$693.82 specified in the settlement offer do not add up to the total settlement amount of \$2,081.45.

64. Plaintiff Wilm was deceived, misled, and confused by Exhibits D-E.

65. The unsophisticated consumer would be deceived, misled, and confused by Exhibits D-E.

66. Plaintiff Wilm had to spend time and money investigating Exhibits D-E, and the consequences of any potential responses to Exhibits D-E.

67. Plaintiff Wilm had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to obtain counsel on the consequences of Exhibits D-E.

### ***The FDCPA***

68. 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.”); *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).

69. 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”).

70. 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.”

71. 15 U.S.C. § 1692e(2)(A) specifically prohibits “the character, amount, or legal status of any debt.”

72. 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.”

73. 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.”

74. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

75. 15 U.S.C. § 1692f(1) specifically prohibits “[t]he collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

76. 15 U.S.C. § 1692g(a) provides that

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the 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 . . . 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 which can reasonably be expected to threaten or harass the customer . . . .” Wis. Admin. Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

87. 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.”

### **COUNT I – FDCPA**

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

89. Count I is brought on behalf of Plaintiff Wojcieski.

90. By providing an “Amount Due” as of the date of the letter but further stating “For further information about your balance please contact your account representative,” Exhibit A fails to disclose the amount of the debt which Defendant sought to collect through the letter in a non-confusing manner.

91. By providing an “Amount Due” as of the date of the letter but further stating “For further information about your balance please contact your account representative,” Exhibit A is misleading as to the amount and character of the debt, including whether or not the alleged debt referenced in the letter is incurring interest. *Chuway*, 362 F.3d at 948.

92. Defendant therefore violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), and 1692g(a)(1).

### **COUNT II – FDCPA**

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

94. Count II is brought on behalf of Plaintiff Wilm.

95. By applying an extra late fee after the debt at issue had been closed, Exhibit D and Exhibit E misstate the amount of the alleged debt owed by Plaintiff Wilm.

96. By applying an extra late fee after the debt at issue had been closed, Exhibit D and Exhibit E attempt to collect and threaten to collect an amount which it is not legally able to collect.

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

### **COUNT III – FDCPA**

98. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

99. Count III is brought on behalf of Plaintiff Wilm.

100. The settlement offer included in Exhibit E is confusing and misleading because the monthly payment amounts do not add up to the total amount demanded by the offer.

101. Defendant violated 15 U.S.C. §§ 1692e and 1692e(10),

### **COUNT IV – WCA**

102. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

103. Count IV is brought on behalf of Plaintiff Wilm.

104. By applying an extra late fee after the debt at issue had been closed, Exhibit D and Exhibit E attempted to collect an amount Alltran was not legally entitled to collect.

105. By attempting to collect an amount Altran was not legally entitled to collect, Exhibit D and Exhibit E can reasonably be expected to harass Wilm.

106. Defendant violated Wis. Stat. §§ 427.104(g), 427.104(h), and 427.104(j).

### **CLASS ALLEGATIONS**

107. Plaintiffs bring this action on behalf of three prospective classes.

108. Class I consists 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 for personal, family or household purposes, (d) sent between June 11, 2017 and June

11, 2018, inclusive, (e) that was not returned by the postal service. Plaintiff Wojcieszki is the designated representative for Class I.

109. Class II consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit D or Exhibit E to the Complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) on behalf of Chase Bank USA, N.A., (e) in which the “Amount Due” or “Past Due Amount” included fees incurred after the date of charge-off, (f) sent between June 11, 2017 and June 11, 2018, inclusive, (g) that was not returned by the postal service. Plaintiff Wilm is the designated representative for Class II.

110. Class III consists 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) which included an settlement offer in which sum of the monthly payments was different from the total amount demanded by the offer, (e) sent between June 11, 2017 and June 11, 2018, inclusive, (f) that was not returned by the postal service. Plaintiff Wilm is the designated representative for Class III.

111. The classes are each so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each class.

112. There are questions of law and fact common to the members of the respective classes, which common questions predominate over any questions that affect only individual class members. The predominant common questions are whether the Defendant complied with the FDCPA.

113. Plaintiffs’ claims are typical of the claims of the respective class members. All are based on the same factual and legal theories.

114. Plaintiffs will fairly and adequately represent the interests of the class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.



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

**JURY DEMAND**

116. Plaintiffs hereby demand a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs 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: June 11, 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)  
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Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
jblythin@ademilaw.com  
meldridge@ademilaw.com  
jfruchter@ademilaw.com  
bslatky@ademilaw.com

# **EXHIBIT A**

PO BOX 4043  
CONCORD CA 94524-4043

# Alltran Financial, LP



November 9, 2017

ADDRESS SERVICE REQUESTED

Creditor: U.S. Bank National Association  
Account: XXXXXXXXXXXXX3743  
Alltran ID: [REDACTED]4612  
Amount Due as of November 9, 2017: \$10,492.59  
Partial Account Number for Your Security



Thomas S. Wojcieszki  
3633A S 1ST PL  
MILWAUKEE WI 53207-3218



Alltran Financial, LP  
PO BOX 722929  
HOUSTON TX 77272-2929



Please detach at perforation and return with your payment.

Your Account has been Referred to this Office for Collection

Please remit payment in full of any undisputed amount, payable to our client, in the enclosed envelope.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, 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 the name and address of the original creditor, if different from the current creditor.

We trust that your intent is to address this long overdue debt. If you wish to make payment arrangements, please call GABRIELLE LEWIS at 866-516-6948, Ext. 2017, so we may assist you in resolving this matter. As of the date of this letter you owe the amount stated above. For further information about your balance please call your account representative.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,

GABRIELLE LEWIS  
866-516-6948, ext 2017  
Alltran Financial, LP  
P.O. Box 722929  
HOUSTON TX 77272-2929

If you write to us and ask us to stop communicating with you about this debt, we will, but if you owe this debt, you will still owe it and the debt may still be collected from you. If you have a complaint about the way we are collecting this debt, you may write to our Contact Center, 5800 North Course Drive, Houston, TX 77072 or call our toll-free Complaint Hotline at (800) 326-8040 between 7 AM and 4 PM (Central Time) Monday-Friday.

Telephone: 866-516-6948, ext 2017

Office Hours (all times Central)

Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

# Exhibit B



Cardmember Service  
 P.O. Box 15548  
 Wilmington, DE 19886-5548

**Questions?**

☎ 1-866-931-4346  
 TTY 1-800-955-8060



43606 RCS 001 003 26317 - NNNNNNNNNNN RSL006

**Dustine L Wilm**  
 5901 W Coldspring Rd Apt 6  
 Milwaukee WI 53220-3151

September 21, 2017



**Action Needed:** Please make a payment immediately

Your account ending in 7620

Dear Dustine L Wilm:

Your account is at risk of being charged off. We would like to work with you to keep that from happening. Please take one of the following steps:

**Make a payment**

We need to receive a payment of \$390.00 from you immediately to bring this account up-to-date.

You can pay by any of these methods:

- By phone at 1-800-436-7958
- Online at chase.com
- By overnight or regular mail:

Overnight Mail  
 Chase Card Services  
 201 N. Walnut Street  
 DE1-0153  
 Wilmington, DE 19801

Regular Mail  
 Chase Card Services  
 PO Box 15548  
 Wilmington, DE 19886-5548

**Call us about payment options**

We may have payment options that could help you if you are unable to pay the past due amount on this account. Please call us now at 1-866-931-4346. We are available Monday through Saturday from 8 a.m. to midnight and Sunday from 9 a.m. to midnight Eastern Time.

If you don't make a payment, here's what will happen:

- We may continue to contact you to pay the account balance.
- We may turn your account over to a debt collection agency, which may contact you for payment.

Please contact us today.

Sincerely,

Customer Support Team

264529909000118606000100000000

# Exhibit C



42668413522376200004910000343408000000003

P.O. BOX 15123  
WILMINGTON, DE  
19850-5123

The Past Due  
amount of \$390.00 is  
included in your  
Minimum Payment.

Payment Due Date: 10/19/17  
New Balance: \$3,434.08  
Minimum Payment: \$491.00

Account number: [REDACTED] 7620

\$ \_\_\_\_\_ Amount Enclosed  
Make your check payable to: Chase Card Services

72965 BEX Z 26517 C

DUSTINE L WILM  
5901 W COLDSRING RD APT 6  
MILWAUKEE WI 53220-3151



CARDMEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-4014



⑆5000 160 28⑆ 203 135 223 76 20 2⑆



Manage your account online:  
[www.chase.com](http://www.chase.com)

Customer Service:  
1-800-524-3880

Mobile: Download the  
Chase Mobile® app today

### ACCOUNT SUMMARY

Account Number: [REDACTED] 7620

Previous Balance	\$3,366.75
Payment, Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$32.33
<b>New Balance</b>	<b>\$3,434.08</b>
<hr/>	
Opening/Closing Date	08/23/17 - 09/22/17
Credit Access Line	\$8,000
Available Credit	\$0
Cash Access Line	\$1,600
Available for Cash	\$0
<hr/>	
Past Due Amount	\$390.00
Balance over the Credit Access Line	\$0.00

### PAYMENT INFORMATION

New Balance \$3,434.08  
Payment Due Date 10/19/17  
Minimum Payment Due \$491.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.

**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	13 years	\$5,556

If you would like information about credit counseling services, call 1-866-797-2885.

### YOUR ACCOUNT MESSAGES

Your account is closed and no longer available for use.

### CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY

Previous points balance	0
+ 1% (1 Pt)/\$1 earned on all purchases	0
= Total points available for redemption	0

You always earn unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter. You'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 in combined bonus category purchases each quarter. Activate for free at [chase.com/freedom](http://chase.com/freedom), visit a Chase branch or call the number on the back of your card.

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>FEES CHARGED</b>		
09/19	LATE FEE	35.00
	TOTAL FEES FOR THIS PERIOD	\$35.00
<b>INTEREST CHARGED</b>		
09/22	PURCHASE INTEREST CHARGE	32.33
	TOTAL INTEREST FOR THIS PERIOD	\$32.33

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

\*Home Phone: \_\_\_\_\_

\*Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\*When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us and companies working on our behalf to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. Message and data rates may apply. You may contact us anytime to change these preferences.

To contact us regarding your account:



	<b>Call Customer Service:</b> In U.S. 1-800-524-3880 Español 1-888-446-3308 TTY 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200		<b>Send Inquiries to:</b> P.O. Box 15298 Wilmington, DE 19850-5298		<b>Mail Payments to:</b> P.O. Box 94014 Palatine, IL 60094-4014		<b>Visit Our Website:</b> <a href="http://www.chase.com">www.chase.com</a>
--	---	--	--	--	---	--	---

266100013102012723000100000000

Information About Your Account

**Crediting of Payments:** You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website or by one of our above listed customer service telephone numbers. If we receive your completed payment request through one of these channels by 8 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 8 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported to Credit Bureaus:** 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. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

**To Service and Manage Any of Your Account(s):** When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

**Notice About Electronic Check Conversion:** When you pay by check, you authorize us either to use 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. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

**Conditional Payments:** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation of Balance Subject to Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We allow transactions and fees to your daily balance no earlier than:

- 1) the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
- 2) the date the payee deposits the check – for new cash advance checks or balance transfer checks;
- 3) the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

**How to Avoid Paying Interest on Purchases:** Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

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 on a separate sheet at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

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 or on the web at chase.com. 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 we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
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 Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299 or on the web at chase.com.

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.



2017 Totals Year-to-Date	
Total fees charged in 2017	\$60.00
Total interest charged in 2017	\$184.57

Year-to-date totals do not reflect any fee or interest refunds you may have received.

**INTEREST CHARGES**

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	11.24%(v)(d)	\$3,386.85	\$32.33
<b>CASH ADVANCES</b>			
Cash Advances	20.24%(v)(d)	-0-	-0-
<b>BALANCE TRANSFERS</b>			
Balance Transfer	11.24%(v)(d)	-0-	-0-

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(a) = Average Daily Balance Method (including new transactions)

**31 Days in Billing Period**

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

26610013102012723000200000000



# Exhibit D

PO BOX 4045  
CONCORD CA 94524-4045

# Alltran Financial, LP



October 27, 2017

ADDRESS SERVICE REQUESTED

Creditor: Chase Bank USA, N.A.  
Account: XXXXXXXXXXXXX7620  
Alltran ID: ████████973  
Past Due Amount: \$3,469.08  
Partial Account Number for Your Security  
████████████████████



Dustine L. Wilm  
5901 W COLD SPRING RD APT 6  
MILWAUKEE WI 53220-3151



Alltran Financial, LP  
PO BOX 722929  
HOUSTON TX 77272-2929



Please detach at perforation and return with your payment.

## YOUR ACCOUNT IS PAST DUE

Please remit payment in full of any undisputed amount of the past due amount, payable to Chase Bank USA, N.A., in the enclosed envelope.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, 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 from receiving this notice, this office will provide you the name and address of the original creditor, if different from the current creditor.

We want to help you resolve this account. If you wish to discuss your account, please call ANGELA WILLIAMS at 888-732-7013, extension 4036, so we may assist you.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,  
ANGELA WILLIAMS  
888-732-7013, extension 4036  
Alltran Financial, LP  
P.O. Box 722929  
HOUSTON TX 77272-2929

**Looking for a secure and more convenient way to pay your account?** Make payments with your Debit Card using your mobile phone or other electronic device at [www.alltranfinancialpay.com](http://www.alltranfinancialpay.com) to take advantage of this simple and free service available 24 hours a day.

If you write to us and ask us to stop communicating with you about this debt, we will, but if you owe this debt, you will still owe it and the debt may still be collected from you. If you have a complaint about the way we are collecting this debt, you may write to our Contact Center, 5800 North Course Drive, Houston, TX 77072 or call our toll-free Complaint Hotline at (800) 326-8040 between 7 AM and 4 PM (Central Time) Monday-Friday

Telephone: 888-732-7013, ext 4036

Office Hours (all times Central)  
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

# Exhibit E

PO BOX 4045  
CONCORD CA 94524-4045

**Alltran Financial, LP**



December 7, 2017

ADDRESS SERVICE REQUESTED

Creditor: Chase Bank USA, N.A.  
Account: XXXXXXXXXXXXX7620  
Alltran ID: [REDACTED]973  
Amount Due as of December 7, 2017: \$3,469.08  
Partial Account Number for Your Security



Dustine L. Wilm  
5901 W COLD SPRING RD APT 6  
MILWAUKEE WI 53220-3151



**SETTLEMENT OFFER**  
**\$2,081.45 IN 3 PAYMENTS**

Our client, Chase Bank USA, N.A., has agreed to accept \$2,081.45 in 3 equal payments of \$693.82 as settlement for monies owing on your account. This settlement is only valid if the payment schedule outlined below is met. If the payment schedule outlined below is not met, we are not obligated to renew this offer. If you need additional time to consider this offer, or cannot timely make these payments, please call ANGELA WILLIAMS on our toll-free number 888-732-7013 Ext. 4036 to discuss.

Please mail each payment along with the corresponding payment coupon to the address shown on the coupon, and make your payment payable to Chase Bank USA, N.A..

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely,  
ANGELA WILLIAMS  
888-732-7013 Ext. 4036

**Looking for a secure and more convenient way to pay your account?** Make payments with your Debit Card using your mobile phone or other electronic device at [www.alltranfinancialpay.com](http://www.alltranfinancialpay.com) to take advantage of this simple and free service available 24 hours a day.

Office Hours (all times Central)  
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

**Detach Coupon and Mail with Payment**

**Payment 1 of 3**



**Payment 2 of 3**



**Payment 3 of 3**

Alltran ID: 39539973  
Mail Payment To:  
**Alltran Financial, LP**  
**P.O. Box 722929**  
**HOUSTON TX 77272-2929**

Payment Amt - \$693.82  
Due Date - December 22, 2017

Alltran ID: 39539973  
Mail Payment To:  
**Alltran Financial, LP**  
**P.O. Box 722929**  
**HOUSTON TX 77272-2929**

Payment Amt - \$693.82  
Due Date - January 21, 2018

Alltran ID: 39539973  
Mail Payment To:  
**Alltran Financial, LP**  
**P.O. Box 722929**  
**HOUSTON TX 77272-2929**

Payment Amt - \$693.82  
Due Date - February 20, 2018

# 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**  
**THOMAS WOJCIESKI and DUSTINE WILM**

**(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**  
**ALLTRAN FINANCIAL, LP**

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	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <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	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 15 U.S.C. 1692 et seq

Brief description of cause:  
 Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

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

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: **June 11, 2018** SIGNATURE OF ATTORNEY OF RECORD: **/s/ Mark A. Eldridge**

## 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

THOMAS WOJCIESKI and DUSTINE WILM

Plaintiff(s)

v.

ALLTRAN FINANCIAL, LP,

Defendant(s)

Civil Action No. 18-cv-887

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALLTRAN FINANCIAL, LP,
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:

Mark A. Eldridge
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: [Alltran Financial Hit with Multi-Count FDCPA Suit in Wisconsin](#)

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