

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 Van Ru Credit Corporation (“Van Ru”) is a debt collection agency with its principal offices located at 1350 East Touhy Avenue, Suite 300E, Des Plaines, Illinois 60018.

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

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

9. Van Ru is licensed as a “Collection Agency” by the Division of Banking in the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

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

11. Defendant Colony Brands, Inc. (“Colony”) is a Wisconsin corporation with its primary place of business at 1112 7th Avenue, Monroe, Wisconsin 53566.

12. Colony does business under fictitious, trade and/or brand names, including “Montgomery Ward,” “Seventh Avenue,” and “Through the Country Door,” among others.

13. Defendant Silver Star Brands, Inc. (“Silver Star”) is a Wisconsin corporation with its primary place of business at 250 City Center, Oshkosh, Wisconsin 54906.

14. Defendant Silver Star does business under fictitious, trade, or brand names, including “Easy Comforts,” among others.

15. Colony and Silver Star are retailers of home goods, operating primarily over the internet and through catalog sales.

16. Colony and Silver Star allow consumers to purchase goods on credit. *See* <https://www.colonybrands.com/customers/enriching-lives/credit-programs/>; <http://paylatershops.com/deferred/category/pay-later-shopping-online/>.

17. On its face, the WCA's regulation of debt collectors applies without distinction to creditors collecting on their own behalf, to creditors who hire other debt collectors to collect on the creditor's behalf, and to third-party debt collectors acting on behalf of creditors. *See* Wis. Stat. § 427.103(3).

18. Wis. Stat. § 427.103(3) defines debt collector as: "any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms." (emphasis added).

19. Wis. Stat § 427.103(2) states: "Debt collection" means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer."

20. Colony and Silver Star are "debt collectors" under Wisconsin law, in that they collect consumer debts owed to themselves, both directly and indirectly through collection agencies.

21. Colony, and Silver Star are "merchants" as defined in the WCA, as the alleged debts arise from use of Plaintiffs' consumer credit accounts. Wis. Stat. § 421.301(25) ("The term

[merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

22. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

23. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfi.org/wca/business_guidance/creditors/debt_collection/.

24. Colony and Silver Star use third-party debt collection agencies, including the third-party debt collection agency named as a co-defendant in this case, to collect consumer debts. Colony and Silver Star, directly or indirectly, are debt collectors under this arrangement. Wis. Stat. § 427.103(3).

25. Any company meeting the definition of a “debt collector” (here, Colony and Silver Star) is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

FACTS

Facts Relating to Plaintiff's Seventh Avenue and Through the Country Door Accounts

26. On or about November 27, 2017, Colony mailed an account statement to Wood regarding an alleged debt owed to Colony and regarding Wood's "Seventh Avenue" store-branded credit account. A copy of this account statement is attached to this complaint as Exhibit A.

27. Exhibit A contains the following:

CUSTOMER STATEMENT

Account Number	██████████	3570
New Balance		\$74.59
Payment Due Date		07/25/2017
Minimum Payment Due		\$74.59

Exhibit A.

28. Exhibit A also contains the following:

Late Payment Warning: If we do not receive your minimum payment by the date listed above you may have to pay a \$15.00 late fee.
Minimum Payment Warning: Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.

<small>If you make no additional charges using this card each month you pay...</small>	<small>You will pay off the balance shown on this statement in about...</small>	<small>And you will end up paying an estimated total of...</small>
Only the minimum payment	4 months	\$78.42

SEVENTH AVENUE[®]

Payment information

If you would like information about credit counseling services, call 1-800-631-5613.

New Balance \$74.59	Payment Due Date 07/25/2017	Minimum Payment \$74.59
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Exhibit A.

29. Exhibit A indicates that, as of November 27, 2017, the Wood's Seventh Avenue account ending in 3570 had a "New Balance" of \$74.59, with a "Payment Due Date" of July 25, 2017 and a "Minimum Payment Due" of \$74.59.

30. Exhibit A further indicates that, if Wood paid "only the minimum payment," it would take four months to pay off the balance, and Wood would end up paying an estimated total of \$78.42.

31. Exhibit A is false, deceptive, misleading, and confusing to the unsophisticated consumer.

32. Exhibit A, mailed on or about November 27, 2017, states that the “Payment Due Date” is July 25, 2017.

33. The unsophisticated consumer would be confused as to when her \$74.59 payment was actually due.

34. Exhibit A also states that the account balance is equal to the minimum payment but also states that, even if the consumer pays this amount, she will need to make additional payments for four months.

35. Also on or about November 27, 2017, Colony mailed an account statement to Wood regarding an alleged debt, allegedly owed to Colony and regarding Wood’s “Through the Country Door” credit account. A copy of this account statement is attached to this complaint as Exhibit B.

36. Exhibit B contains the following:

CUSTOMER STATEMENT		
Account Number		3530
New Balance		\$319.62
Payment Due Date		12/25/2017
Minimum Payment Due		\$200.00

Exhibit B.

37. Exhibit B also contains the following:

DATE	REFERENCE NO	Transactions DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS						
11/07/2017	LC9075954888	LATE CHARGE	15.00							
		INTEREST CHARGED								
11/27/2017	FC28157400	FINANCE CHARGE	3.95							
URGENT MESSAGE FOR ELIZABETH A WOOD: Your account is far past due! Please pay at once to avoid an embarrassing call from a collection agency.										
PAYMENTS AND CREDITS RECEIVED AFTER 11/27/2017 WILL APPEAR ON YOUR NEXT STATEMENT.										
<table border="1"> <tr> <td colspan="2">2017 Totals Year-To-Date</td> </tr> <tr> <td>Total fees charged in 2017:</td> <td>\$90.00</td> </tr> <tr> <td>Total interest charged in 2017:</td> <td>\$42.32</td> </tr> </table>					2017 Totals Year-To-Date		Total fees charged in 2017:	\$90.00	Total interest charged in 2017:	\$42.32
2017 Totals Year-To-Date										
Total fees charged in 2017:	\$90.00									
Total interest charged in 2017:	\$42.32									

Exhibit B.

38. Exhibit B states that, as of November 27, 2017, Wood's Through the Country Door account ending in 3530 had a "New Balance" of \$319.62, with a "Payment Due Date" of December 25, 2017, and a "Minimum Payment Due" of \$200.00.

39. Exhibit B also states that Colony assessed a "Late Charge" of \$15.00 on November 7, 2017 and a "Finance Charge" of \$3.95 on November 27, 2017.

40. Exhibit B also states that, if Wood paid the account "at once," she could "avoid an embarrassing call from a collection agency."

41. On or about December 5, 2017, Van Ru mailed a debt collection letter to Wood regarding an alleged debt, allegedly owed to "Creditor: Country Door." A copy of this letter is attached to this complaint as Exhibit C.

42. The alleged debts referenced in Exhibits A, B, & C were allegedly incurred for personal, family, or household purposes with an agreement to defer payment.

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

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

45. Exhibit C was the first letter that Van Ru sent to Wood with respect to Wood's alleged "Country Door" debt.

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

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

Exhibit C.

47. Exhibit C also contains the following:

December 05, 2017

VR File #: 51504642
Balance: \$394.21

Exhibit C.

48. Exhibit C contains the following account breakdown:

Creditor: Country Door	
Account #	Balance
██████████ 3530	319.62
██████████ 3570	74.59

Exhibit C.

49. Exhibit C attempts to collect debts associated with Wood's Seventh Avenue and Country Door accounts.

50. Exhibit C states that the "Creditor" is "Country Door."

51. Exhibit C does not identify Colony.

52. Exhibit C does not identify Seventh Avenue.

53. The unsophisticated consumer would be confused and misled as to the name of the creditor to whom the debt associated with an account ending in 3570 is owed.

54. Moreover, Exhibit C states that the balance of the account ending in 3530 is \$319.62, equal to the “New Balance” stated in Exhibit B.

55. The debt associated with the account number ending in 3530 that Defendant Van Ru attempted to collect in Exhibit C, sent on or about December 5, 2017, is \$319.62 but Exhibit B, mailed on or about November 27, 2017, informed Wood that the “Minimum Payment Due” was \$200.00, with a “Payment Due Date” of December 25, 2017.

56. Looking at Exhibits A, B, & C together, the unsophisticated consumer would be confused and misled as to the accounts Van Ru was collecting.

57. Looking at Exhibits A, B, & C together, the unsophisticated consumer would be confused and misled as to whether Van Ru was collecting the minimum payment due on the Country Door account, \$200.00, or the entire balance of the account, \$319.62.

58. Exhibit C misrepresents the actual amount of the debt that was due on April 18, 2017. *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.” For example, a debtor might “owe” a certain amount on a loan, but only a portion of that amount will be “due” at a particular time.”).

59. If the creditor and debt collector both reported the account to credit reporting agencies, because the amount of debt and account number were different, anyone reviewing the credit report would assume there were two separate debts.

60. Colony informed Wood that her Through the Country Door would not be sent to a third-party debt collector for collection of the entire balance unless she failed to make the minimum payment of \$200.00 by December 5, 2017 but Van Ru contacted Wood about the alleged debt, attempting to collect the entire balance, on December 5, 2017.

Facts Relating to Wood's Easy Comforts Account

61. On or about December 4, 2017, Silver Star mailed an account statement to Wood regarding an alleged debt, allegedly owed to Silver Star and regarding Wood's alleged "Easy Comforts"-brand credit account. A copy of this account statement is attached to this complaint as Exhibit D.

62. Exhibit D contains the following:

CUSTOMER STATEMENT

Account Number	██████████ 0729-B7
New Balance	\$105.84
Payment Due Date	12/31/2017
Minimum Payment Due	\$79.92

Exhibit D.

63. Exhibit D also contains the following:

DATE	REFERENCE NO	Transactions DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS
11/13/2017	B7LC00279577	LATE CHARGE	10.00	
		INTEREST CHARGED		
12/04/2017	B700965884	FINANCE CHARGE	.79	
PAYMENTS AND CREDITS RECEIVED AFTER 12/04/2017 WILL APPEAR ON YOUR NEXT STATEMENT.				
2017 Totals Year-To-Date				
Total fees charged in 2017:			\$60.00	
Total interest charged in 2017:			\$10.06	

64. Exhibit D indicates that, as of December 4, 2017, Wood's alleged Easy Comforts credit account ending in 0729-B7 had a "New Balance" of \$105.84, a "Payment Due Date" of December 31, 2017, and a "Minimum Payment Due" of \$79.92.

65. Exhibit D also indicates that Silver Star assessed a “Late Charge” in the amount of \$10.00 on November 13, 2017 and a “Finance Charge” of \$0.79 on December 4, 2017.

66. On or about December 12, 2017, Van Ru mailed a debt collection letter to Wood regarding the alleged debt owed to “Easy Comforts.” A copy of this letter is attached to this complaint as Exhibit E.

67. The alleged debt referenced in Exhibits D & E was allegedly incurred for personal, family, or household purposes with an agreement to defer payment.

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

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

70. Exhibit E was the first letter that Van Ru sent to Wood with respect to Plaintiff Wood’s alleged “Easy Comforts” debt.

71. Exhibit E contains the following:

December 12, 2017	VR File #: [REDACTED] 6996
	Balance: \$105.84

Exhibit E.

72. Exhibit E also contains the following:

Creditor: Easy Comforts	
Account #	Balance
[REDACTED] 0729	105.84

Exhibit E.

73. Exhibit E attempts to collect an account balance of \$105.84, equal to the “New Balance” listed in Exhibit D.

74. The debt that Defendant Van Ru attempted to collect in Exhibit E, sent on or about December 12, 2017, is \$105.84 but Exhibit D, mailed on or about December 4, 2017, informed Plaintiff that the “Minimum Payment Due” was \$79.92, with a “Payment Due Date” of December 31, 2017.

75. Looking at Exhibits D and E together, the unsophisticated consumer would be confused as to the amount Van Ru was collecting: the minimum payment due, \$79.92, or the entire balance of the account, \$105.84.

76. Exhibit E misrepresents the actual amount of the debt that was due on July 6, 2016. *See Machnik*, 2017 U.S. Dist. LEXIS 160772, at *6.

77. If the creditor and debt collector both reported the account to credit reporting agencies, because the amount of debt, and account numbers were different, anyone reviewing the credit report would assume there were two separate debts.

78. Wood was confused and misled as to the identity of the creditor and the amount of the debt Van Ru was attempting to collect.

79. The unsophisticated consumer would be confused and misled as to the amount of the debt Van Ru was attempting to collect.

80. Wood had to spend time and money investigating Exhibits A-E, and the consequences of any potential responses to Exhibits A-E.

81. Wood incurred time and expense procuring her credit report to determine the amount of the debts Van Ru was attempting to collect and whether Colony, Silver Star, Seventh Avenue, Through the Country Door, and/or Easy Comforts was reporting inaccurate credit information.

82. Wood 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 obtain counsel on the consequences of Exhibits A-E.

The FDCPA

83. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

84. The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an “unsophisticated consumer.” *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). “The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled.” *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

85. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

86. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680 (Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989).

87. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. 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, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *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.”); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773,

777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

88. 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”).

89. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

90. 15 U.S.C. § 1692e(2)(a) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

91. 15 U.S.C. § 1692e(5) specifically prohibits: “The threat to take any action that cannot legally be taken or that is not intended to be taken.”

92. 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.”

93. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

94. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

95. 15 U.S.C. § 1692g(a) states:

a) Notice of debt; contents

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

(2) the name of the creditor to whom the debt is owed;

96. The Seventh Circuit has held that a debt collector must state the required disclosures in a non-confusing manner. *E.g., Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000) (debt collector must state the amount of the debt in a non-confusing manner).

97. While *Miller* addressed a debt collector's obligation to provide the amount of the debt under 15 U.S.C. § 1692g(a)(1), the Seventh Circuit has held that the standards for claims under § 1692g(a)(2) are the same. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 319 (7th Cir. 2016):

Section 1692g(a) requires debt collectors to disclose specific information, including the name of the current creditor, in certain written notices they send to consumers. If a letter fails to disclose the required information clearly, it violates the Act, without further proof of confusion.

98. The Seventh Circuit has also held that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).”

99. Under *Barnes*, Van Ru cannot attempt to collect portions of the balance that are “owed” to the creditor but are not yet “due.” *Barnes*, 493 F.3d at 840; *see also Machnik*, 2017 U.S. Dist. LEXIS 160772, at *6; 15 U.S.C. § 1692e(2)(A) (prohibiting misrepresentations about the legal status of a debt).

The WCA

100. 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).

101. 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).

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

103. “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.

104. 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.

105. 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).

106. 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).

107. 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.*

108. 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.”

109. 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”

110. 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.”

111. 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.”

112. The Wisconsin Department of Financial Institutions, the administrative agency tasked with the regulation of “Collection Agencies” licensed pursuant to Wis. Stat. § 218.04, has found that Collection Agencies engage in conduct that can reasonably be expected to threaten or harass customers when they engage in “conduct which violates the Federal Fair Debt Collection Practices Act.” *See* Wis. Admin. Code § DFI-Bkg 74.16(9) (“Oppressive and deceptive practices prohibited”).

COUNT I – FDCPA

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

114. Count I is brought against Defendant Van Ru.

115. Van Ru's letters are misleading and confusing to the unsophisticated consumer in that Van Ru's letters fail to state the name of the creditor to whom the debt is owed in a non-confusing manner.

116. Exhibit C states that the name of the creditor for Plaintiff's Seventh Avenue debt is "Country Door." In fact, neither "Country Door" nor "Through the Country Door" is the creditor or the merchant for Plaintiff's Seventh Avenue debt.

117. Defendant violated 15 U.S.C. § 1692g(a)(2).

COUNT II – FDCPA

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

119. Count II is brought against Defendant Van Ru.

120. Van Ru's letters are misleading and confusing to the unsophisticated consumer in that Van Ru's letters contradict the creditors' account statements.

121. Van Ru's letters were sent before the "Payment Due Date" and the balance Van Ru attempted to collect was greater than the "Minimum Payment Due" that was stated in the account statement.

122. Van Ru's letters overstate the amount of the debt.

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

COUNT III – WCA

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

125. Count III is brought against all Defendants.

126. Colony and Silver Star informed Wood that it would not send her accounts to third-party debt collectors as long as Plaintiffs paid the “Minimum Payment Due” by the “Payment Due Date” but instead sent the accounts to third-party debt collectors within days after sending their statements.

127. Although Colony and Silver Star informed Wood that she need only pay the “Minimum Payment Due” by the “Payment Due Date,” Colony and Silver Star engaged Van Ru, a third-party debt collector, who attempted to collect the entire balance of Plaintiff’s accounts before the “Payment Due Date.”

128. Defendants violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(j), and 427.104(1)(L).

CLASS ALLEGATIONS

129. Plaintiffs bring this action on behalf of two Classes.

130. Class I (“Colony Class”), consists of (a) all natural persons in the State of Wisconsin (b) who were sent initial collection letters in the form represented by Exhibit C, (c) attempting to collect a debt owed to Colony, (d) between July 10, 2017 and July 10, 2018, inclusive, (g) that was not returned by the postal service.

131. Class II (“Silver Star Class”), consists of (a) all natural persons in the State of Wisconsin (b) who were sent initial collection letters in the form represented by Exhibit E, (c) attempting to collect a debt owed to Silver Star, (d) between July 10, 2017 and July 10, 2018, inclusive, (g) that was not returned by the postal service.

132. Each class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each Class.

133. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendants complied with the FDCPA and WCA.

134. Plaintiffs' claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

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

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

JURY DEMAND

137. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests that the Court enter judgment in favor of Plaintiffs and the Classes and against Defendants for:

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

Dated: July 10, 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 Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

SEVENTH AVENUE®

1112 7TH AVENUE
MONROE WI 53566-1364

Check box if address, telephone or Email has changed. Print changes on back.

CUSTOMER STATEMENT

Account Number XXXXXXXXXX 3570
 New Balance \$74.59
 Payment Due Date 07/25/2017
 Minimum Payment Due \$74.59

\$, .

ENTER AMOUNT ENCLOSED
Company name MUST show through window of payment envelope.



ELIZABETH A WOOD
3201 S LAKE DR APT 105
SAINT FRANCIS WI 53235-3701

SEVENTH AVENUE L4
 Go Green - Save a stamp
 Make your payment online at
 SeventhAvenue.com/pay

XXXXXXXXXX 3570 XXXXXXXXXX

Please detach and return top portion with remittance

Late Payment Warning: If we do not receive your minimum payment by the date listed above you may have to pay a \$15.00 late fee.
 Minimum Payment Warning: Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.

If you make no additional charges using this card 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	4 months	\$78.42

SEVENTH AVENUE®

Payment Information

If you would like information about credit counseling services, call 1-800-631-5613.

New Balance \$74.59 Payment Due Date 07/25/2017 Minimum Payment \$74.59

To make a payment by phone call 800-677-9118. Please have your account number ready. Or write 1112 7th Avenue, Monroe WI 53566-1364. To place an order, call 800-356-9090 or visit us at www.SeventhAvenue.com

DATE	REFERENCE NO	DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS
11/27/2017	FC28310777	FINANCE CHARGE		
		INTEREST CHARGED		.94

URGENT MESSAGE FOR ELIZABETH A WOOD:
 Your account is far past due!
 Please pay at once to avoid an embarrassing call from a collection agency.

PAYMENTS AND CREDITS RECEIVED AFTER 11/27/2017 WILL APPEAR ON YOUR NEXT STATEMENT.

2017 Totals Year-To-Date	
Total fees charged in 2017:	\$20.00
Total interest charged in 2017:	\$11.92

*** Don't forget *** You can make your payments online at SeventhAvenue.com/pay

Your account number is XXXXXXXXXX 3570

Summary of Account Activity

PREVIOUS BALANCE	PAYMENTS	OTHER CREDITS	INTEREST CHARGED	FEES CHARGED	PURCHASES/ BALANCE TRANSFERS	NEW BALANCE
73.65	0.00	0.00	0.94	0.00	0.00	\$74.59

NO. OF DAYS IN BILLING PERIOD	AVERAGE DAILY BALANCE	CLOSING DATE	PAST DUE AMOUNT	MINIMUM PAYMENT DUE
31	46.95	11/27/2017	73.65	\$74.59

Interest Charge Calculations

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

Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
23.940Z	\$46.95	\$0.94			

Monthly Minimum FINANCE CHARGE is \$5.50

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

New & unique

This fall, it's all about vibrant colors for your home.
 Express yourself with exciting new finds at
SeventhAvenue.com/new
800-356-9090

Name/Business (First, Middle Initial, Last)

[Empty grid for Name/Business]

Address

[Empty grid for Address]

City

[Empty grid for City]

State

[Empty grid for State]

Zip Code

[Empty grid for Zip Code]

Home Telephone

[Empty grid for Home Telephone]

Area Code

Work Telephone

[Empty grid for Work Telephone]

Area Code

Email Address

[Empty grid for Email Address]

FINANCE CHARGES

The **FINANCE CHARGE** is on the front of this statement. We reserve the right to change credit terms upon advance written notice to you, as required by law. Conforming payments must be mailed individually, with a payment coupon, to the address shown on the payment return envelope; payable by check or money order in U.S. dollars; and drawn on a U. S. Institution. Conforming payments must be received in the envelope provided and must not be stapled, paper clipped or folded. Nonconforming payments may not be credited to your account for up to five business days after receipt. Payments received after 5:00 p.m. will be credited on the next business day. Early payments or payments in excess of minimum payment due result in smaller **FINANCE CHARGES**. There is no **FINANCE CHARGE** if the first statement is paid in full within 25 days of the statement date. If on any subsequent statement your New Balance is paid in full within 25 days of the statement date, there will be no further **FINANCE CHARGE**.

- If your account uses the **ADJUSTED BALANCE** method, we figure the **FINANCE CHARGE** on your account by applying the applicable periodic rate to the "adjusted balance" of your account. To get the adjusted balance, we take the balance you owed at the end of the previous cycle and subtract any unpaid **FINANCE CHARGES** and any payments and add credits received during the present billing cycle.
- If your account uses the **AVERAGE DAILY BALANCE** method, we figure the **FINANCE CHARGE** on your account by applying the applicable periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases (except MA, MN, MT and NM where new purchases will be included as of the start of the next billing cycle), and subtract any payments or credits or unpaid **FINANCE CHARGES**. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payments received will be applied first to **FINANCE CHARGES** (if any) and then to amounts financed in the order charged to your account. You agree that we may accept late or partial installment payments from you without losing any of our rights. You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, you agree that we may accept it without losing any of our rights under any agreement between you and us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Special Account Handling, 1112 7th Ave, Monroe WI 53566. No payment will operate as an accord and satisfaction without the prior written consent of one of our senior officers.

By mailing your check to us you authorize us to process the transaction as a check or an electronic deduction via ACH debit entry from your checking account. Funds may be deducted from your bank account within 24 hours. Please call us at 608-324-3060 if you do not want your check processed in this way.

Returned checks may be processed electronically.

BILLING RIGHTS

Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet): CREDIT DEPARTMENT at the address on the front of this statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information

- Your name and account number.
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay for any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

84084 (12/10)

Exhibit B

Through the CountryDoor®

1112 7TH AVENUE
MONROE, WI 53566-1364

Check box if address, telephone or Email has changed. Print changes on back.

CUSTOMER STATEMENT

Account Number XXXXXXXXXX 3530
 New Balance \$319.62
 Payment Due Date 12/25/2017
 Minimum Payment Due \$200.00

\$, .

ENTER AMOUNT ENCLOSED
Company name MUST show through window of payment envelope



ELIZABETH A WOOD
3201 S LAKE DR APT 105
SAINT FRANCIS WI 53235-3701

COUNTRY DOOR

Go Green - Save a stamp
Make your payment online at
CountryDoor.com/pay

XXXXXXXXXX 3530 XXXXXXXXXX

Please detach and return top portion with remittance

Late Payment Warning: If we do not receive your minimum payment by the date listed above you may have to pay a \$15.00 late fee.
Minimum Payment Warning: Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.

Through the CountryDoor®

Payment Information

If you make no additional charges using this card 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	15 months	\$372.65

If you would like information about credit counseling services, call 1-800-631-5613.

New Balance \$319.62 **Payment Due Date** 12/25/2017 **Minimum Payment** \$200.00

To make a payment by phone call 800-243-0576. Please have your account number ready. Or write 1112 7th Avenue, Monroe WI 53566-1364. To place an order, call 800-659-6473 or visit us at CountryDoor.com.

DATE	REFERENCE NO	DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS
Transactions				
FEES				
11/07/2017	LC0075054888	LATE CHARGE	15.00	
INTEREST CHARGED				
11/27/2017	FC28137400	FINANCE CHARGE	3.95	

URGENT MESSAGE FOR ELIZABETH A WOOD:
 Your account is far past due!
 Please pay at once to avoid an embarrassing call from a collection agency.

PAYMENTS AND CREDITS RECEIVED AFTER 11/27/2017 WILL APPEAR ON YOUR NEXT STATEMENT.

2017 Totals Year-To-Date	
Total fees charged in 2017:	\$90.00
Total interest charged in 2017:	\$42.32

*** Don't forget *** You can make payments online at CountryDoor.com/pay

Summary of Account Activity							
Your account number is XXXXXXXXXX 3530							
PREVIOUS BALANCE	PAYMENTS	OTHER CREDITS	INTEREST CHARGED	FEES CHARGED	PURCHASES/ BALANCE TRANSFERS	NEW BALANCE	
300.67	0.00	0.00	3.95	15.00	0.00	\$319.62	
NO. OF DAYS IN BILLING PERIOD	AVERAGE DAILY BALANCE	CLOSING DATE		PAST DUE AMOUNT	MINIMUM PAYMENT DUE		
31	197.89	11/27/2017		175.00	\$200.00		

Interest Charge Calculations					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
23.94%	\$197.89	\$3.95			

Name/Business (First, Middle Initial, Last)

[Grid for Name/Business]

Address

[Grid for Address]

City

[Grid for City]

State

[Grid for State]

Zip Code

[Grid for Zip Code]

Home Telephone

[Grid for Home Telephone]

Work Telephone

[Grid for Work Telephone]

Area Code

Area Code

Email Address

[Grid for Email Address]

FINANCE CHARGES

The FINANCE CHARGE is on the front of this statement. We reserve the right to change credit terms upon advance written notice to you, as required by law. Conforming payments must be mailed individually, with a payment coupon, to the address shown on the payment return envelope; payable by check or money order in U.S. dollars; and drawn on a U. S. Institution. Conforming payments must be received in the envelope provided and must not be stapled, paper clipped or folded. Nonconforming payments may not be credited to your account for up to five business days after receipt. Payments received after 5:00 p.m. will be credited on the next business day. Early payments or payments in excess of minimum payment due result in smaller FINANCE CHARGES. There is no FINANCE CHARGE if the first statement is paid in full within 25 days of the statement date. If on any subsequent statement your New Balance is paid in full within 25 days of the statement date, there will be no further FINANCE CHARGE.

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- If your account uses the AVERAGE DAILY BALANCE method, we figure the FINANCE CHARGE on your account by applying the applicable periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases (except MA, MN, MI and NM where new purchases will be included as of the start of the next billing cycle), and subtract any payments or credits or unpaid FINANCE CHARGES. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payments received will be applied first to FINANCE CHARGES (if any) and then to amounts financed in the order charged to your account. You agree that we may accept late or partial installment payments from you without losing any of our rights. You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, you agree that we may accept it without losing any of our rights under any agreement between you and us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Special Account Handling, 1112 7th Ave, Monroe WI 53566. No payment will operate as an accord and satisfaction without the prior written consent of one of our senior officers.

By mailing your check to us you authorize us to process the transaction as a check or an electronic deduction via ACH debit entry from your checking account. Funds may be deducted from your bank account within 24 hours. Please call us at 608-324-3060 if you do not want your check processed in this way.

Returned checks may be processed electronically.

BILLING RIGHTS

Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet): CREDIT DEPARTMENT at the address on the front of this statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay for any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Exhibit C

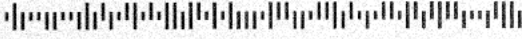
Dept. 96307
PO Box 1259
Oaks, PA 19456



Van Ru Credit Corporation
4839 N Elston Ave
Chicago IL 60630
866-608-7665

December 05, 2017

VR File #: [REDACTED] 4642
Balance: \$394.21



103085 - 92



000882

ELIZABETH A WOOD
3201 S LAKE DR APT 105
SAINT FRANCIS WI 53235-3701

Van Ru
PO Box 30296
Chicago IL 60630



Detach Upper Portion And Return With Payment

Creditor: Country Door

Account #	Balance
[REDACTED] 3530	319.62
[REDACTED] 3570	74.59

The above account(s) has been placed with us for collection. This is an important matter and deserves your attention.

Your payment, made payable to Van Ru Credit Corporation, may be mailed in the enclosed envelope. If you have any questions, or wish to discuss your account or payment options, you may contact us at 866-608-7665. You may also visit us online at www.vanruetpay.com. To access your account online, your user id is [REDACTED] 4642 and your PIN number is [REDACTED] 0402.

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

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

Van Ru Credit Corporation

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Van Ru Credit Corporation • 4839 N Elston Ave • Chicago IL 60630 • 866-608-7665
Mon-Fri 8am to 9pm Sat 8am to 3pm CT



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

Notice to California Residents:

The following is required by California law: It is not a complete list of the rights consumers have under state and federal law. 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 judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC HELP or www.ftc.gov.

Notice to Colorado Residents:

The following is required by Colorado law; it does not contain a complete list of consumer rights under state and federal law. 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.

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

Our local office address is: 1776 S. Jackson Street, #900, Denver, CO 80210.

The local office telephone number is: 720-287-8686.

Notice to Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

Notice to Minnesota Residents:

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

Notice to North Carolina Residents: North Carolina Permit Numbers 3543, 109752.

Notice to New York City Residents: New York City Department of Consumer Affairs License numbers 2056364, 1416007.

Notice to Tennessee Residents:

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

Notice to Wisconsin Residents:

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

Exhibit D

top



PO Box 2861
Monroe, WI WI 53566-8061

Check box if address, telephone or Email has changed. Print changes on back.

CUSTOMER STATEMENT

Account Number [REDACTED] 0729-B7
New Balance \$105.84
Payment Due Date 12/31/2017
Minimum Payment Due \$79.92

\$, .

ENTER AMOUNT ENCLOSED
Company name MUST show through window of payment envelope



ELIZABETH WOOD
3201 S LAKE DR, 105
SAINT FRANCIS WI 53235-3701

Easy Comforts

6

Go Green - Save a stamp
To make a payment by phone or
for questions about your account
Call 1-877-761-0776

[REDACTED] 0729 [REDACTED]

Please detach and return top portion with remittance

Late Payment Warning: If we do not receive your minimum payment by the date listed above you may have to pay a \$15.00 late fee.
Minimum Payment Warning: Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.



Payment Information

If you make no additional charges using this card 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 months	\$120.95

If you would like information about credit counseling services, call 1-877-389-7842.

New Balance \$105.84 Payment Due Date 12/31/2017 Minimum Payment \$79.92

FOR CUSTOMER SERVICE OR TO PLACE AN ORDER, PLEASE CALL 1-800-296-5174 MON-FRI 6 am - 1 am, OR SAT 6 am - 9 pm, CENTRAL TIME.
FOR QUESTIONS ABOUT YOUR ACCOUNT OR TO MAKE A PAYMENT, PLEASE CALL 877-761-0776.

86409/6409 (05/12) MILES-EASY-WALTER

DATE	REFERENCE NO	DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS
Transactions				
FEES				
11/13/2017	B7LC00279577	LATE CHARGE	10.00	
INTEREST CHARGED				
12/04/2017	B700965884	FINANCE CHARGE	.79	

PAYMENTS AND CREDITS RECEIVED AFTER 12/04/2017 WILL APPEAR ON YOUR NEXT STATEMENT.

2017 Totals Year-To-Date	
Total fees charged in 2017:	\$60.00
Total interest charged in 2017:	\$10.06

*** Don't forget *** You can make your payment by calling 877-761-0776

Summary of Account Activity							
Your account number is [REDACTED] 0729-B7							
PREVIOUS BALANCE	PAYMENTS	OTHER CREDITS	INTEREST CHARGED	FEES CHARGED	PURCHASES/ BALANCE TRANSFERS	NEW BALANCE	
95.05	0.00	0.00	0.79	10.00	0.00	\$105.84	
NO. OF DAYS IN BILLING PERIOD	AVERAGE DAILY BALANCE	CLOSING DATE		PAST DUE AMOUNT	MINIMUM PAYMENT DUE		
31	39.48	12/04/2017		69.93	\$79.92		

Interest Charge Calculations					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
23.940%	\$39.48	\$0.79			

Case 2:18-cv-01056 Filed 07/10/18 Page 2 of 3 Document 1-4

LATE PAYMENTS ARE SUBJECT TO AN ADDITIONAL CHARGE AS DESCRIBED IN THE CREDIT TERMS.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Name/Business (First, Middle Initial, Last)

[Grid for Name/Business]

Address

[Grid for Address]

City

State

Zip Code

[Grid for City, State, Zip Code]

Home Telephone

Work Telephone

[Grid for Home and Work Telephone]

Area Code

Area Code

Email Address

[Grid for Email Address]

FINANCE CHARGES

The FINANCE CHARGE is on the front of this statement. We reserve the right to change credit terms upon advance written notice to you, as required by law. Conforming payments must be mailed individually, with a payment coupon, to the address shown on the payment return envelope; payable by check or money order in U.S. dollars; and drawn on a U. S. Institution. Conforming payments must be received in the envelope provided and must not be stapled, paper clipped or folded. Nonconforming payments may not be credited to your account for up to five business days after receipt. Payments received after 5:00 p.m. will be credited on the next business day. Early payments or payments in excess of minimum payment due result in smaller FINANCE CHARGES. There is no FINANCE CHARGE if the first statement is paid in full within 25 days of the statement date. If on any subsequent statement your New Balance is paid in full within 25 days of the statement date, there will be no further FINANCE CHARGE.

- If your account uses the ADJUSTED BALANCE method, we figure the FINANCE CHARGE on your account by applying the applicable periodic rate to the "adjusted balance" of your account. To get the adjusted balance, we take the balance you owed at the end of the previous cycle and subtract any unpaid FINANCE CHARGES and any payments and add credits received during the present billing cycle.
- If your account uses the AVERAGE DAILY BALANCE method, we figure the FINANCE CHARGE on your account by applying the applicable periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance," we take the beginning balance of your account each day, add any new purchases (except MA, MN, MT and NM where new purchases will be included as of the start of the next billing cycle), and subtract any payments or credits or unpaid FINANCE CHARGES. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payments received will be applied first to FINANCE CHARGES (if any) and then to amounts financed in the order charged to your account. You agree that we may accept late or partial installment payments from you without losing any of our rights. You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, you agree that we may accept it without losing any of our rights under any agreement between you and us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Special Account Handling, P.O. Box 2860 Monroe, WI 53566-8060. No payment will operate as an accord and satisfaction without the prior written consent of one of our senior officers.

By mailing your check to us you authorize us to process the transaction as a check or an electronic deduction via ACH debit entry from your checking account. Funds may be deducted from your bank account within 24 hours. Please call us at 877-264-8533 if you do not want your check processed in this way.

Returned checks may be processed electronically

BILLING RIGHTS

Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet): CREDIT DEPARTMENT at the address on the front of this statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay for any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Exhibit E

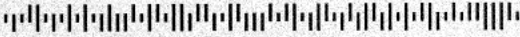
Dept. 96307
PO Box 1259
Oaks, PA 19456



Van Ru Credit Corporation
4839 N Elston Ave
Chicago IL 60630
866-608-7665

December 12, 2017

VR File #: [REDACTED] 6996
Balance: \$105.84



103085 - 341



011832

ELIZABETH WOOD
3201 S LAKE DR APT 105
SAINT FRANCIS WI 53235-3701

Van Ru
PO Box 30296
Chicago IL 60630



Detach Upper Portion And Return With Payment

Creditor: Easy Comforts

Account #	Balance
[REDACTED] 0729	105.84

The above account(s) has been placed with us for collection. This is an important matter and deserves your attention.

Your payment, made payable to Van Ru Credit Corporation, may be mailed in the enclosed envelope. If you have any questions, or wish to discuss your account or payment options, you may contact us at 866-608-7665. You may also visit us online at www.vanruetpay.com. To access your account online, your user id is [REDACTED] 6996 and your PIN number is [REDACTED] 0402.

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

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

Van Ru Credit Corporation

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

*Van Ru Credit Corporation • 4839 N Elston Ave • Chicago IL 60630 • 866-608-7665
Mon-Fri 8am to 9pm Sat 8am to 3pm CT*



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

Notice to California Residents:

The following is required by California law: It is not a complete list of the rights consumers have under state and federal law. 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 judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC HELP or www.ftc.gov.

Notice to Colorado Residents:

The following is required by Colorado law; it does not contain a complete list of consumer rights under state and federal law. 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.

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

Our local office address is: 1776 S. Jackson Street, #900, Denver, CO 80210.

The local office telephone number is: 720-287-8686.

Notice to Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

Notice to Minnesota Residents:

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

Notice to North Carolina Residents: North Carolina Permit Numbers 3543, 109752.

Notice to New York City Residents: New York City Department of Consumer Affairs License numbers 2056364, 1416007.

Notice to Tennessee Residents:

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

Notice to Wisconsin Residents:

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

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
ELIZABETH WOOD

(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
VAN RU CREDIT CORPORATION, et al.

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <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	PERSONAL INJURY <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 PERSONAL PROPERTY <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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)) FEDERAL TAX SUITS <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
REAL PROPERTY <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	CIVIL RIGHTS <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	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	LABOR <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 IMMIGRATION <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: July 10, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark 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

ELIZABETH WOOD

Plaintiff(s)

v.

VAN RU CREDIT CORPORATION, COLONY BRANDS INC., and SILVER STAR BRANDS INC.

Defendant(s)

Civil Action No. 18-cv-1056

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) VAN RU CREDIT CORPORATION
c/o Corporation Service Company
8040 Excelsior Drive Ste 400
Madison, Wisconsin 53717

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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

ELIZABETH WOOD

Plaintiff(s)

v.

VAN RU CREDIT CORPORATION, COLONY BRANDS INC., and SILVER STAR BRANDS INC.

Defendant(s)

Civil Action No. 18-cv-1056

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) COLONY BRANDS INC.
c/o Corporation Service Company
8040 Excelsior Drive Ste 400
Madison, Wisconsin 53717

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.:

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

ELIZABETH WOOD

Plaintiff(s)

v.

VAN RU CREDIT CORPORATION, COLONY BRANDS INC., and SILVER STAR BRANDS INC.

Defendant(s)

Civil Action No. 18-cv-1056

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SILVER STAR BRANDS INC. c/o CORPORATE CREATIONS NETWORK INC. 4650 W SPENCER ST APPLETON, WI 54914

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: [Van Ru Credit Corp., Colony Brands, Silver Star Brands Named in Wisconsin Debt Collection Suit](#)
