

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

ROBIN BETZ, Individually and on Behalf of All)
Others Similarly Situated,)

Plaintiff,)

vs.)

CREDENCE RESOURCE MANAGEMENT)
LLC,)

Defendant.)

Case No.: 18-cv-279

CLASS ACTION COMPLAINT

Jury Trial Demanded

INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Robin Betz is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from Plaintiff a debt allegedly incurred for personal, family or household purposes, namely a home internet services bill.

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that Plaintiff engaged in a consumer transaction, Wis. Stat. § 421.301(13).

6. Defendant Credence Resource Management, LLC (“Credence”) is a foreign corporation with its primary offices located at 17000 Dallas Parkway, Suite 204, Dallas, Texas 75248.

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

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

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

FACTS

AT&T’s October 18, 2017 Account Statement

10. On or about October 18, 2017, AT&T mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to AT&T. A copy of this account statement is attached to this complaint as Exhibit A.

11. The debt referenced in Exhibit A was incurred for home internet services in Plaintiff’s residence. Thus, the debt was incurred for personal, family or household purposes.

12. Exhibit A contains the following:

Bill-At-A-Glance	
Previous Balance	\$184.39
Payment	\$0.00
Adjustments	\$12.08CR
<i>Past Due - Please Pay Immediately</i>	\$172.31
New Charges	\$0.00
Total Amount Due	\$172.31
Amount Due in Full by	Nov 08, 2017

Exhibit A.

13. Exhibit A states that Plaintiff's account received a \$12.08 credit on or about October 18, 2017.

14. Exhibit A also contains a payment remittance slip, which contains the following:

Return bottom portion with your check in the enclosed envelope.
Payments may take 7 days to post.

DUE BY: Nov 08, 2017

\$172.31



Past Due Charges - \$172.31 - Please Pay Immediately

Account Number [REDACTED] 2044-9

Please include account number on your check.

Exhibit A.

15. Exhibit A states that, as of October 18, 2017, Plaintiff's AT&T account ending in 2044 had a balance of \$172.31, with a "DUE BY" date of November 8, 2017.

16. Exhibit A also contains the following:

News You Can Use

COLLECTION NOTICE

Balances not paid by the due by date, may be sent for further collections. You may be responsible for fees associated, as permitted by law. If you have any questions, please contact us at 800-288-2020.

Exhibit A.

17. Exhibit A states that, if Plaintiff's debt was "not paid by the due by date, [it] may be sent for further collections." Exhibit A.

18. Exhibit A, mailed on October 18, 2017, implies that Plaintiff's AT&T account would not be referred to a third-party debt collector as long as Plaintiff paid the account by November 8, 2018.

Credence's October 20, 2017 Debt Collection Letter

19. On or about October 20, 2017, Credence mailed a debt collection letter to Plaintiff regarding an alleged debt owed to "AT&T Uverse" ("AT&T"). A copy of the letter is attached to this complaint as Exhibit B.

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

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

22. Upon information and belief, Exhibit B is the first debt collection letter that Credence mailed to Plaintiff regarding the alleged debt referenced in Exhibit B.

23. The AT&T debt that Credence was attempting to collect in Exhibit B is the same AT&T account referenced in Exhibit A.

24. Upon information and belief, Credence and AT&T work in a scripted process to collect AT&T debts such as Plaintiff's.

25. Upon information and belief, when Exhibit B was mailed, Credence was fully aware of the contents and representations in Exhibit A.

26. Upon information and belief, Credence is fully aware that AT&T sends account statements in the form of Exhibit A to consumers around the same time Credence sends letters in the form of Exhibit B.

27. Exhibit B contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor 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 after receiving this notice that this debt, or any portion thereof, is disputed this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such verification or judgment. 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 B.

28. Even though Exhibit A, mailed on October 18, 2017, assured the debtor that the payment “Due By Date” was November 8, 2017, Credence mailed Exhibit B on October 20, 2017, just days later, and almost three weeks before the “Due By Date” stated in Exhibit A.

29. The consumer would be confused as to whether Credence’s debt collection letter, received just days after the AT&T statement, was legitimate.

30. The validation notice states that the consumer has 30 days after receiving the notice to dispute the debt, or any portion thereof.

31. For example, Plaintiff may have wished to dispute a portion of the balance because he wanted to confirm that the \$12.08 credits stated in Exhibit A were accurate, and that his account was not entitled to credits in some greater amount.

32. However, because Credence attempted to collect the balance before the due date in the account statement, the consumer would feel pressed to dispute the account as quickly as possible.

33. The consumer would assume that it would be pointless to mail a written dispute because the “due by date” would have passed by the time the dispute was processed and the debt collector had responded.

34. Instead, the consumer would feel pressed to attempt to dispute the debt by telephone.

35. Whether a consumer may effectively dispute a debt by telephone is an open question in the Seventh Circuit. *See, e.g., Smith v. GC Servs. L.P.*, 2017 U.S. Dist. LEXIS 93710, at *7-8 (S.D. Ind. June 19, 2017).

36. Even assuming the consumer can effectively communicate the dispute by telephone, the FDCPA assigns lesser rights to debtors who dispute their debts orally than debtors who dispute their debts in writing. *See, e.g., Clark v. Absolute Collection Serv.*, 741 F.3d 487, 491 (4th Cir. 2014); *Hooks v. Forman, Holt, Eliades & Ravin, LLC*, 717 F.3d 282, 286 (2d Cir. 2013); *Camacho v. Bridgeport Fin.*, 430 F.3d 1078, 1082 (9th Cir. 2005).

37. Mailing the validation notice just days after the consumer's final statement intimidates consumers and impliedly directs them to communicate disputes by telephone rather than in writing. *See Osborn v. Ekpsz, LLC*, 821 F.Supp.2d 859, 868, 870 (S.D. Tex. Sept. 26, 2011) (collecting cases and concluding that “[e]very district court to consider the issue has held that a debt collector violates §1692g(a) by failing to inform consumers that requests under subsections(a)(4) and (a)(5) must be made in writing.”); *see also, McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743-44 (N.D. Ill. July 8, 2003) (omitting the words “in writing” from the validation notice conflicted with and overshadowed the consumer's statutory right to trigger verification); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at *9 (S.D. Ind. Sept. 25, 2017); *Crafton v. Law Firm of Levine*, 957 F.Supp.2d 992, 998 (E.D. Wis. July 9, 2013); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F.Supp.2d 841, 845 (E.D. Va. May 5, 2011); *Welker v. Law Office of Daniel J. Horowitz*, 699 F.Supp.2d 1164, 1170 (S.D. Cal. 2010); *Beasley v. Sessoms & Rogers, P.A.*, 2010 U.S. Dist. LEXIS 52010 (E.D. N.C. Mar. 1, 2010); *Nero v. Law Office of Sam Streeter, P.L.L.C.*, 655 F.Supp.2d 200, 206 (E.D.N.Y. Sept. 10, 2009); *Chan v. N. Am. Collectors, Inc.*, 2006 U.S. Dist. LEXIS 13353, at *16 (N.D. Cal. Mar. 24, 2006); *Grief v.*

Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, 217 F.Supp.2d 336, 340 (E.D.N.Y. Aug. 19, 2002); *Carroll v. United Compucred Collections*, 2002 U.S. Dist. LEXIS 25032, at *28 (M.D. Tenn. Nov. 15 2002).

Credence's November 27, 2017 and January 9, 2018 Debt Collection Letters

38. On or about November 27, 2017, Credence mailed a debt collection letter to Plaintiff regarding an alleged debt owed to AT&T. A copy of the letter is attached to this complaint as Exhibit C.

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

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

41. Exhibit C contains the following:

We previously sent you a letter regarding a current balance to AT&T Uverse and our records reflect the amount remains unpaid. We are again providing you with notice of your delinquent debt and an opportunity to resolve your account. Remit the balance due since there is a potential overshadowing challenge. Remit the amount in the Current Balance above or contact this office to establish a reasonable payment plan.

Exhibit C.

42. Exhibit C is misleading and confusing to the unsophisticated consumer.

43. Exhibit C instructs the consumer to “remit the balance due since there is a potential overshadowing challenge.”

44. The statement in Exhibit C that the consumer should “remit the balance due since there is a potential overshadowing challenge” is false, deceptive, misleading, and confusing to the unsophisticated consumer.

45. The unsophisticated consumer would have no idea what “a potential overshadowing challenge” could mean.

46. The unsophisticated consumer would understand the instruction to “remit the balance due since there is a potential overshadowing challenge” to mean that the debt collector or the creditor would “ramp up” collection efforts if the debtor did not “remit the balance due.”

47. The unsophisticated consumer would understand the instruction to “remit the balance due since there is a potential overshadowing challenge” to mean that the debt collector or the creditor planned to sue him if he did not “remit the balance due.”

48. The unsophisticated consumer would understand the instruction to “remit the balance due since there is a potential overshadowing challenge” to mean that, because AT&T referred the debt to Credence, the consumer had lost any claims against AT&T for potential account adjustments and credits, as well as any defenses to payment of the debt.

49. On or about January 9, 2018, Credence mailed another debt collection letter to Plaintiff regarding an alleged debt owed to AT&T. A copy of the letter is attached to this complaint as Exhibit D.

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

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

52. With the exception of the date, Exhibit D is virtually identical to Exhibit C.

53. The unsophisticated consumer would interpret the threat “a potential overshadowing challenge” to be a threat of imminent legal action.

54. Credence is an out-of-state debt collector and is not a law firm.

55. Credence has no ability to sue Plaintiff to collect an alleged debt owed to AT&T. AT&T would be the real party in interest in any lawsuit.

56. Moreover, Credence has no insight into or control over AT&T's litigation strategies.

57. Upon information and belief, Credence had no knowledge whether AT&T intended to sue Plaintiff or any class member to collect the alleged debts.

58. A search of CCAP reveals that, as of February 19, 2018, AT&T had not sued Plaintiff to collect the alleged debt identified in Exhibits A-D.

59. Upon information and belief, when Credence mailed Exhibit C, neither Credence nor AT&T intended to sue Plaintiff for the balance in question or otherwise ramp up collection efforts.

60. Plaintiff was confused by Exhibits A-D.

61. The unsophisticated consumer would be confused by Exhibits A-D.

62. Plaintiff had to spend time and money investigating Exhibits A-D.

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

The FDCPA

64. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) ("A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against."); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) ("As in *Pogorzelski*, the Spuhlers' allegations that the debt collection letters sent by State Collection contained false representations

of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created

a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

65. 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”).

66. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

67. 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.”

68. 15 U.S.C. § 1692e(6)(A) specifically prohibits “The false representation or implication that a sale, referral, or other transfer of any interest in a debt shall cause the consumer to lose any claim or defense to payment of the debt.”

69. 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.”

70. 15 U.S.C. § 1692f generally prohibits the use of “unfair or unconscionable means to collect or attempt to collect any debt.”

71. 15 U.S.C. § 1692g(b) states, in part:

(b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.

72. Failure to provide the correct validation notice pursuant to 15 U.S.C. § 1692g(a) is a *per se* violation of the FDCPA. No analysis of materiality of the error or omission is required. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 324 (7th Cir. 2016) (“we have not extended the implicit materiality requirement of § 1692e to reach claims under § 1692g(a).”).

73. The debt collector must make the 15 U.S.C. § 1692g disclosures in a non-confusing manner. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997); *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000); *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 317-18 (7th Cir. 2016).

74. 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 § 1692e and § 1692g are the same. *McMillan v. Collection Professionals, Inc.*, 455 F.3d 754, 759 (7th Cir. 2006):

We cannot accept the district court’s view that claims brought under § 1692e or § 1692f are different from claims brought under § 1692g for purposes of Rule 12(b)(6) analysis. Whether or not a letter is ‘false, deceptive, or misleading’ (in violation of § 1692e) or ‘unfair or unconscionable’ (in violation of § 1692f) are inquiries similar to whether a

letter is confusing in violation of § 1692g. After all, as our cases reflect, the inquiry under §§ 1692e, 1692g and 1692f is basically the same: it requires a fact-bound determination of how an unsophisticated consumer would perceive the letter.

The WCA

75. 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).

76. 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).

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

78. “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.

79. 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.

80. 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).

81. 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).

82. 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.*

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

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

85. The failure to effectively convey a customer’s validation rights can reasonably be expected to harass the customer. *See* Wis. Admin. Code DFI-Bkg § 74.16(9) (“Oppressive and deceptive practices prohibited.”) (prohibiting licensed Collection Agencies from engaging in

conduct that “can reasonably be expected to threaten or harass the customer, including conduct which violates the Federal Fair Debt Collection Practices Act”); *see also Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. Jan. 22, 2008) (communicating that a consumer’s rights would be preserved through oral communication effectively misleads the consumer into delaying the transmission of the consumer’s written request for the verifying documentation, thereby causing the loss of valuable consumer rights violated state statute forbidding harassing, abusive, misleading, and unfair debt collection practices).

86. The WCA specifically prohibits a debt collector from “Threaten[ing] action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.” Wis. Stat. § 427.104(1)(L).

COUNT I – FDCPA

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

88. Exhibit A, mailed on October 18, 2017, states that the “due by date” is November 8, 2017.

89. Exhibit A implies to the consumer that the account would not be “sent for further collections” as long as the balance was paid by the “due by date.”

90. Credence mailed Exhibit B, which attempted to collect the balance in full, on October 20, 2017, just two days after AT&T mailed Exhibit A and almost three weeks before the “due by date” stated in Exhibit A.

91. Mailing Exhibit B prior to the “due by date” stated in Exhibit A is deceptive and confusing to the unsophisticated consumer.

92. Mailing Exhibit B prior to the “due by date” stated in Exhibit A impliedly directs consumers to dispute their debts by telephone in order to ensure that the dispute is communicated and give the debt collector, and the creditor, a chance to respond before the “due by date.”

93. Exhibit B is confusing, deceptive, and/or misleading to the unsophisticated consumer, and is an unconscionable attempt to collect a debt.

94. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f, 1692g(a), and 1692g(b).

COUNT II -- FDCPA

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

96. Exhibits C and D threaten the consumer with an impending “potential overshadowing challenge.”

97. Exhibits C and D threaten litigation against the recipient.

98. Exhibits C and D threaten that the consumer has lost any potential claims against AT&T, including claims for further account adjustments and credits, as well as any potential defenses to the payment of the debt.

99. Credence, in fact, had no authority or ability to sue Plaintiff to collect a debt allegedly owed to AT&T.

100. AT&T has not sued Plaintiff almost six months after the date on Exhibit A.

101. The referral of the debt to Credence for collection did not affect any of Plaintiff’s potential claims or defenses with respect to this debt.

102. Defendant violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(6)(A), 1692e(10), and 1692f.

COUNT III – WCA

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

104. Exhibit A, mailed on October 18, 2017, states that the “due by date” is November 8, 2017.

105. Exhibit A implies to the consumer that the account would not be “sent for further collections” as long as the balance was paid by the “due by date.”

106. Credence mailed Exhibit B, which attempted to collect the balance in full, on October 20, 2017, just two days after AT&T mailed Exhibit A and almost three weeks before the “due by date” stated in Exhibit A.

107. Mailing Exhibit B prior to the “due by date” stated in Exhibit A is deceptive and confusing to the unsophisticated consumer.

108. Mailing Exhibit B prior to the “due by date” stated in Exhibit A impliedly directs consumers to dispute their debts by telephone in order to ensure that the dispute is communicated and give the debt collector, and the creditor, a chance to respond before the “due by date.”

109. Exhibits C and D threaten the consumer with an impending “potential overshadowing challenge.”

110. Exhibits C and D threaten litigation against the recipient.

111. Exhibits C and D threaten that the consumer has lost any potential claims against AT&T, including claims for further account adjustments and credits, as well as any potential defenses to the payment of the debt.

112. Credence, in fact, had no authority or ability to sue Plaintiff to collect a debt allegedly owed to AT&T.

113. AT&T has not sued Plaintiff almost six months after the date on Exhibit A.

114. The referral of the debt to Credence for collection did not affect any of Plaintiff's potential claims or defenses with respect to this debt.

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

CLASS ALLEGATIONS

116. Plaintiff brings this action on behalf of four Classes.

117. Class I consists of (a) all natural persons in the United States of America (b) who were sent an account statement in the form represented by Exhibit A to the complaint in this action, (c) and to whom Credence subsequently sent a collection letter in the form represented by Exhibit B, C or D to the complaint in this action, (d) where Credence mailed its initial collection letter containing the validation notice prior to the "due by date" stated in the account statement, (e) where the debt was incurred for personal, family or household purposes, and (f) that was not returned by the postal service.

118. Class II consists of (a) all natural persons in the State of Wisconsin (b) who were sent an account statement in the form represented by Exhibit A to the complaint in this action, (c) and to whom Credence subsequently sent a collection letter in the form represented by Exhibit B, C or D to the complaint in this action, (d) where Credence mailed its initial collection letter containing the validation notice prior to the "due by date" stated in the account statement, (e) where the debt was incurred for personal, family or household purposes, and (f) that was not returned by the postal service.

119. Class III consists of (a) all natural persons in the United States of America (b) to whom Credence mailed a debt collection letter, (c) which letter represented to the debtor that

“there is a potential overshadowing challenge,” (d) where the debt was incurred for personal, family or household purposes, and (e) that was not returned by the postal service.

120. Class IV consists of (a) all natural persons in the State of Wisconsin (b) to whom Credence mailed a debt collection letter, (c) which letter represented to the debtor that “there is a potential overshadowing challenge,” (d) where the debt was incurred for personal, family or household purposes, and (e) that was not returned by the postal service.

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

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

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

124. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

126. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendant for:

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

Dated: February 22, 2018

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A



ROBIN BETZ
5960 S QUALITY AVE
CUDAHY WI 53110-3129

Page: 1 of 2
Bill Cycle Date: 09/19/17 - 10/18/17
Account: [REDACTED] 2044

We can help you get more out of your home entertainment, plus save on your monthly bill.

Visit us online at: www.att.com

Monthly Statement

Bill-At-A-Glance

Previous Balance	\$184.39
Payment	\$0.00
Adjustments	\$12.08CR
Past Due - Please Pay Immediately	\$172.31
New Charges	\$0.00
Total Amount Due	\$172.31
Amount Due in Full by	Nov 08, 2017

Service Summary

Service	Page	Total
Total New Charges		\$0.00

Manage Your Account:

Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800-288-2020
TTY: 800-651-5111

For Important Information about your bill, please see the **News You Can Use** section (Page 1).

Return bottom portion with your check in the enclosed envelope. Payments may take 7 days to post.

DUE BY: Nov 08, 2017 **\$172.31**

Past Due Charges - \$172.31 - Please Pay Immediately



Account Number [REDACTED] 2044-9

ROBIN BETZ
5960 S QUALITY AVE
CUDAHY WI 53110-3129

Please include account number on your check.

CHECK FOR AUTO PAY
(SEE REVERSE)

Make checks payable to:
AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014




Your bill, simplified

Soon, your bill will be even easier to read. Be on the lookout for improvements within the next few bills.

Get a preview at att.com/newbillnewlook

Payments & Adjustments

Item No.	Description	
1.	Account Adjustment	12.08CR
Total Payments & Adjustments		12.08CR

News You Can Use

COLLECTION NOTICE
Balances not paid by the due by date, may be sent for further collections. You may be responsible for fees associated, as permitted by law. If you have any questions, please contact us at 800-288-2020.

CREDIT BALANCE
If you have a credit balance on your final bill and have leased equipment, the refund will be issued upon return of all leased equipment. If you have any questions, please call us at 888-288-2020.

Important Information

PAYMENT OPTIONS
Use the myAT&T App* on your smartphone, visit att.com/bill to pay your bills electronically, or use our Interactive Voice

Printed on Recyclable Paper

[REDACTED] 20449 [REDACTED]



ROBIN BETZ
5960 S QUALITY AVE
CUDAHY WI 53110-3129

Page: 2 of 2
Bill Cycle Date: 09/19/17 - 10/18/17
Account: [REDACTED] 2044

Visit us online at: www.att.com

Important Information - Continued

Response system FREE of charge anytime day or night by calling 800-288-2020. Payments made with a representative will be assessed a \$5 convenience fee. *Compatible device and account registration required. Messaging and data charges may apply for download and usage.

ELECTRONIC CHECK CONVERSION

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

HOW TO READ YOUR BILL

See a sample bill online at www.att.com in the Support section.

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5506.028.245221.01.01.0000000 NNNNNNNY 001696.037699



AutoPay Enrollment
If I enroll in AutoPay, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at www.att.com or by calling the customer care number listed on my bill. Your enrollment could take 1-2 billing cycles for AutoPay to take effect. Continue to submit payment until page one of your invoice reflects either AutoPay will Debit Your Bank Account by or AutoPay will Debit Your Credit Card by.

Bank Account Holder Signature: _____
Date: _____

5506.28.1252.245221 1 AV 0.373 ic
ROBIN BETZ
5960 S QUALITY AVE
CUDAHY WI 53110-3129

Exhibit B



Name:	Robin Betz
Current Creditor:	AT&T Uverse
Creditor Account No:	2044
Credence Reference ID:	7169
Current Balance:	\$172.31

Date: October 20, 2017

ACCOUNT NOTIFICATION

The above amount owed to AT&T Uverse has been placed with Credence Resource Management, LLC for collection(s).

The above amount is now delinquent and remains unpaid. Please send your payment for the above amount to the address below.

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

Sincerely,
Credence Resource Management, LLC

Calls to or from this company may be monitored or recorded.

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

Credence Resource Management LLC Contacts



Telephone Hours:
Monday to Friday 8:00 AM EST to 09:00 PM PST
and Saturday 11:00 AM EST to 07:00 PM EST
Tel: 855-876-5346



Send Mail To:
Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238

Pay Online:
www.credencerm.com

Please return this bottom portion with your payment.

ATTN:

Our Corporate Office address: 17000 Dallas Parkway Suite 204, Dallas, TX 75248

Mail your payment to Credence Resource Management LLC at PO Box 2238, Southgate MI 48195-4238 or call 855-876-5346 to make a payment by phone.

PO Box 2238
Southgate, MI 48195-4238

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
Card Number		
Signature		Exp. Date
Credence Reference ID	Current Balance	Amount Paid
7169	\$172.31	\$
Current Creditor	Creditor Acct No	
AT&T Uverse	2044	

Remit Payment To:

Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238



Robin Betz
5960 S Quality Ave
Cudahy, WI 53110-3129



Exhibit C



Name:	Robin Betz
Current Creditor:	AT&T Uverse
Creditor Account No:	2044
Credence Reference ID:	7169
Current Balance:	\$172.31

Date: November 27, 2017

ACCOUNT NOTIFICATION

We previously sent you a letter regarding a current balance to AT&T Uverse and our records reflect the amount remains unpaid. We are again providing you with notice of your delinquent debt and an opportunity to resolve your account. Remit the balance due since there is a potential overshadowing challenge. Remit the amount in the Current Balance above or contact this office to establish a reasonable payment plan.

You may also send your payment either by check or Money order to the address below. On the payment, please include your name, the name of the creditor and indicate the above account number to ensure proper handling of your payment.

For your convenience, we also accept credit card payments and check by phone. Please call the toll free number below to make a payment.

Toll Free Number: - 855-876-5346.

Alternately you can also pay through the website www.credencerm.com.

Sincerely,
Credence Resource Management LLC

Calls to or from this company may be monitored or recorded.

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

Credence Resource Management LLC Contacts



Telephone Hours:

Monday to Friday 8:00 AM EST to 09:00 PM PST
and Saturday 11:00 AM EST to 07:00 PM EST
Tel: 855-876-5346



Send Mail To:

Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238

Pay Online:

www.credencerm.com

Please return this bottom portion with your payment.

SL

Our Corporate Office address: 17000 Dallas Parkway Suite 204, Dallas, TX 75248

Mail your payment to Credence Resource Management LLC at
PO Box 2238, Southgate MI 48195-4238 or call 855-876-5346 to make a payment by phone.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

<input checked="" type="checkbox"/> VISA <input type="checkbox"/> VISA <input type="checkbox"/> <input type="checkbox"/> MasterCard		
Card Number		
Signature		Exp. Date
Credence Reference ID 7169	Current Balance \$172.31	\$ Amount Paid
Current Creditor AT&T Uverse	Creditor Acct No 2044	

PO Box 2238
Southgate, MI 48195-4238

Remit Payment To:

Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238



Robin Betz
5960 S Quality Ave
Cudahy, WI 53110-3129

Exhibit D



Name:	Robin Betz
Current Creditor:	AT&T Uverse
Creditor Account No:	2044
Credence Reference ID:	7169
Current Balance:	\$172.31

Date: January 9, 2018

ACCOUNT NOTIFICATION

We previously sent you a letter regarding a current balance to AT&T Uverse and our records reflect the amount remains unpaid. We are again providing you with notice of your delinquent debt and an opportunity to resolve your account. Remit the balance due since there is a potential overshadowing challenge. Remit the amount in the Current Balance above or contact this office to establish a reasonable payment plan.

You may also send your payment either by check or Money order to the address below. On the payment, please include your name, the name of the creditor and indicate the above account number to ensure proper handling of your payment.

For your convenience, we also accept credit card payments and check by phone. Please call the toll free number below to make a payment.

Toll Free Number: - 855-876-5346.

Alternately you can also pay through the website www.credencerm.com.

Sincerely,
Credence Resource Management LLC

Calls to or from this company may be monitored or recorded.

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

Credence Resource Management LLC Contacts



Telephone Hours:
Monday to Friday 8:00 AM EST to 09:00 PM PST
and Saturday 11:00 AM EST to 07:00 PM EST
Tel: 855-876-5346



Send Mail To:
Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238

Pay Online:
www.credencerm.com

Please return this bottom portion with your payment.

SL

Our Corporate Office address: 17000 Dallas Parkway Suite 204, Dallas, TX 75248

Mail your payment to Credence Resource Management LLC at
PO Box 2238, Southgate MI 48195-4238 or call 855-876-5346 to make a payment by phone.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.

<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
Card Number		
Signature		Exp Date
Credence Reference ID 7169	Current Balance \$172.31	\$ Amount Paid
Current Creditor AT&T Uverse	Creditor Acct No 2044	

PO Box 2238
Southgate, MI 48195-4238

Remit Payment To:

Credence Resource Management LLC
PO Box 2238
Southgate, MI 48195-4238



Robin Betz
5960 S Quality Ave
Cudahy, WI 53110-3129

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
ROBIN BETZ

(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
CRENDENCE RESOURCE MANAGEMENT LLC

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: February 22, 2018 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

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

ROBIN BETZ

Plaintiff(s)

v.

CREDENCE RESOURCE MANAGEMENT LLC

Defendant(s)

Civil Action No. 18-cv-279

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
CREDENCE RESOURCE MANAGEMENT LLC
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR. SUITE 400
MADISON, WI 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.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Credence Resource Management Hit with Multi-Count FDCPA Suit](#)
