

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

DEBRA MALONEY, ELAINE BONIN, and)	Case No.: 17-cv-1610
DEBORAH OZIER, Individually and on Behalf of)	CLASS ACTION COMPLAINT
All Others Similarly Situated,)	
Plaintiffs,)	
v.)	Jury Trial Demanded
ALLIANCE COLLECTION AGENCIES, INC.,)	
Defendant.)	

INTRODUCTION

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

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the 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 Debra Maloney is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff Elaine Bonin is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Plaintiff Deborah Ozier is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

6. Each plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from each plaintiff a debt allegedly incurred for personal, family or household purposes, namely medical services.

7. Each plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debts allegedly arose from consumer transactions that included agreements to defer payment.

8. Defendant Alliance Collection Agencies, Inc. (“Alliance”) is a domestic business corporation with its primary offices located at 3916 S Business Park Avenue, Marshfield, Wisconsin 54449.

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

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

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

FACTS

Facts Relating to Plaintiff Maloney

12. On or about December 14, 2016, Alliance mailed a collection letter to Plaintiff Maloney regarding an alleged debt, allegedly owed to “LAKESHORE MEDICAL CLINIC OAK CREEK” (“Aurora”). A copy of the letter is attached to this complaint as Exhibit A.

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

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

15. The debt referenced in Exhibit A was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

16. Plaintiff Maloney was not required to pay for the medical services at the time services were rendered. Instead, Aurora mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment.’”).

17. Upon information and belief, Exhibit A was the first written communication Plaintiff received from Alliance.

18. Exhibit A contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

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

Exhibit A.

19. Exhibit A also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
09/11/2015	LAKESHORE MEDICAL CLINIC OAK CREEK	****4266	8.00
10/14/2015	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****5165	5.00
		GRAND TOTAL	\$13.00

Exhibit A.

20. On or about December 22, 2016, Alliance mailed a collection letter to Plaintiff Maloney regarding an alleged debt owed to Aurora. A copy of the letter is attached to this complaint as Exhibit B.

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

22. Upon information and belief, the letter in Exhibit B is a form debt collection letter used by Alliance to attempt to collect the alleged debt.

23. The debt referenced in Exhibit B was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

24. Like Exhibit A, Exhibit B contains the following debt validation notice:

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 B.

25. Exhibit B also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
09/11/2015	LAKESHORE MEDICAL CLINIC OAK CREEK	****4266	8.00
10/14/2015	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****5165	5.00
		GRAND TOTAL	\$13.00

Exhibit B.

26. Upon information and belief, Exhibits A and B seek to collect the same alleged debts.

27. Plaintiff Maloney was confused by Exhibits A and B, and, upon receiving Exhibit B, was unsure whether she still had 30 days to dispute the debt.

28. The unsophisticated consumer would be confused by Exhibits A and B, and upon receiving Exhibit B, would be unsure whether she still had 30 days to dispute the debt.

29. In fact, the FDCPA only provides the consumer a right to verification of the debt and to the name and address of the original creditor within thirty days of the consumer's receipt of the *initial* debt communication containing the validation notice. 15 U.S.C. § 1692g(b).

30. Alliance sent Exhibit B to Plaintiff within the 30-day verification period that commenced upon Plaintiff's receipt of Exhibit A. Thus, Exhibit B tells the consumer that the verification period is extended until 30 days after the consumer receives Exhibit B, which is actually false. 15 U.S.C. § 1692g(b); *see also Jones v. Ameriquest Mortg. Co.*, No. 05-CV-0432, 2006 U.S. Dist. LEXIS 3788 *24-25 (N.D. Ill. Jan. 31, 2006), *aff'd sub nom Hamm v. Ameriquest Mortg. Co.*, 506 F.3d 525 (7th Cir. 2007) (Lender violated the Truth In Lending Act ("TILA") by providing notice of both the TILA, 3-day statutory right of rescission and a "one-week" rescission period not tied to the statute.).

31. Exhibit B did not effectively convey to the consumers their rights under the FDCPA. *McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. 2003); *see also Desantis v. Computer Credit, Inc.*, 269 F.3d 159, 161 (2d Cir. 2001) (a "debt collector violates the Act if it fails to convey the information required by the Act."); *Jones*, 2006 U.S. Dist. LEXIS 3788 *24-25.

32. The consumer is not required to rely upon the debt collector to voluntarily comply with the FDCPA. *McCabe*, 272 F. Supp. 2d at 738 ("However, Crawford misses the point of the protection found in § 1692g(a)(4). Although a debt collector may provide verification upon oral notification, the debt collector must provide verification upon *written* notification. If the debtor

gives only *oral* notification of the dispute, the FDCPA imposes no requirement on the debt collector to obtain verification of the debt.”).

33. Plaintiff Maloney had to spend time and money investigating Exhibits A and B.

34. Plaintiff Maloney 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 and B.

Facts Relating to Plaintiff Bonin

35. On or about August 30, 2017, Alliance mailed a collection letter to Plaintiff Bonin regarding an alleged debt, allegedly owed to “AURORA ST LUKES MEDICAL CENTER” (“Aurora”). A copy of the letter is attached to this complaint as Exhibit C.

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

37. Upon information and belief, the letter in Exhibit C is a form debt collection letter used by Alliance to attempt to collect the alleged debt.

38. The debt referenced in Exhibit C was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

39. Plaintiff Bonin was not required to pay for the medical services at the time services were rendered. Instead, Aurora mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment’”).

40. Upon information and belief, Exhibit C was the first written communication Plaintiff received from Alliance.

41. Exhibit C contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

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.

42. Exhibit C also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
06/10/2016	AURORA ST LUKES MEDICAL CENTER	****4698	2,849.82
		GRAND TOTAL	\$2,849.82

Exhibit C.

43. On or about September 6, 2017, Alliance mailed a collection letter to Plaintiff Bonin regarding an alleged debt owed to Aurora. A copy of the letter is attached to this complaint as Exhibit D.

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

45. Upon information and belief, the letter in Exhibit D is a form debt collection letter used by Alliance to attempt to collect the alleged debt.

46. The debt referenced in Exhibit D was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

47. Like Exhibit C, Exhibit D contains the following debt validation notice:

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 D.

48. Exhibit D also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
06/10/2016	AURORA ST LUKES MEDICAL CENTER	****4698	2,849.82
06/13/2016	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****3199	15.00
06/29/2016	AURORA MEDICAL GROUP FRANKLIN CLINIC	****9993	15.00
		GRAND TOTAL	\$2,879.82

Exhibit D.

49. Exhibit C and Exhibit D give conflicting deadlines.

50. The unsophisticated consumer would be confused by Exhibit C and Exhibit D in combination, as it is unclear whether the 15 U.S.C. § 1692g(a) validation and dispute period expiration date is controlled by Exhibit C or Exhibit D for the accounts listed in duplicate.

51. Exhibit C seeks to collect alleged Aurora medical accounts totaling a Balance of \$2849.82.

52. Exhibit D seeks to collect alleged Aurora medical accounts totaling a Balance of \$2879.82.

53. Plaintiff did not make any payment to Alliance, Aurora or anyone else, in the time period between one month before Alliance sent Exhibits C and D and the present.

54. Exhibits C and D misrepresent the actual amount of the debt.

55. Exhibit C says the “Balance/Amount Due” is \$8215.10, while Exhibit D says the “Balance/Amount Due” \$8250.25. The unsophisticated consumer would be confused as to the amount owed.

56. Such misrepresentations are material because they mislead the unsophisticated consumer about the amount and character of the debt. 15 U.S.C. § 1692e(2)(a).

57. Looking at the letters together, the unsophisticated consumer would be baffled as to whether a payment of the total balance in either of the letters would actually pay off the alleged debt.

58. Moreover, the varying amounts may reflect an incorrect belief on Alliance's or the creditor's part that Plaintiff made a payment. Under Wisconsin law, a payment restarts the statute of limitations. *Liberty Credit Servs. v. Quinn*, 276 Wis. 2d 826, 688 N.W.2d 768 (Ct. App. 2004) ("A partial payment on the contractual obligation made before the statute of limitations has run tolls the statute and sets it running from the date of payment.").

59. The Seventh Circuit has held that a debt collector must state the amount of the debt without "obscur[ing] it by adding confusing other information (or misinformation)." *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 2000 U.S. App. LEXIS 12178 (7th Cir. Ill. 2000); *Marshall-Mosby v. Corporate Receivables, Inc.*, 205 F.3d 323, 326 (7th Cir. 2000); *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997). The unsophisticated consumer would be confused by Exhibits C and D, and would be unsure whether she still had 30 days to dispute the debt.

60. Plaintiff Bonin had to spend time and money investigating Exhibits C and D.

61. Plaintiff Bonin 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 C and D.

Facts Relating to Plaintiff Ozier

62. On or about December 13, 2016, Alliance mailed a collection letter to Plaintiff Ozier regarding an alleged debt, allegedly owed to "AURORA ADVANCED HEALTHCARE GOOD HOPE" ("Aurora"). A copy of the letter is attached to this complaint as Exhibit E.

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

64. Upon information and belief, the letter in Exhibit E is a form debt collection letter used by Alliance to attempt to collect the alleged debt.

65. The debt referenced in Exhibit E was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

66. Plaintiff Ozier was not required to pay for the medical services at the time services were rendered. Instead, Aurora mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment’”).

67. Upon information and belief, Exhibit E was the first written communication Plaintiff Ozier received from Alliance regarding the debts identified in Exhibit E.

68. Exhibit E contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

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 E.

69. Exhibit E also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
09/11/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****2845	793.60
09/22/2015	AURORA ADVANCED HEALTHCARE MENOMONEE FALLS CLINIC	****1266	5,414.05
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1280	150.45
08/25/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****1345	183.70
08/28/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****6775	1,673.30
	GRAND TOTAL		\$8,215.10

Exhibit E.

70. On or about December 14, 2016, Alliance mailed a collection letter to Plaintiff Ozier regarding an alleged debt owed to Aurora. A copy of the letter is attached to this complaint as Exhibit F.

71. Upon information and belief, the letter in Exhibit F is a form letter, generated by computer, and with the information specific to Plaintiff Ozier inserted by computer.

72. Upon information and belief, the letter in Exhibit F is a form debt collection letter used by Alliance to attempt to collect the alleged debt.

73. The debt referenced in Exhibit F was allegedly incurred for the provision of medical services. Thus, the debt was incurred for personal, family, or household purposes.

74. Like Exhibit E, Exhibit F contains the following debt validation notice:

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 F.

75. Exhibit F also contains the following:

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
09/11/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****2845	793.60
09/22/2015	AURORA ADVANCED HEALTHCARE MENOMONEE FALLS CLINIC	****1266	5,414.05
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1280	150.45
08/25/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****1345	183.70
08/28/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****6775	1,673.30
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1195	35.15
	GRAND TOTAL		\$8,250.25

Exhibit F.

76. Plaintiff Ozier was confused by Exhibits E and F, and unsure whether she still had 30 days to dispute the debts that were not tied to the account with an Account Number ending in 1195 or whether the validation notice applied only to debts for which she had not received a prior validation notice.

77. Exhibit E and Exhibit F give conflicting deadlines.

78. The unsophisticated consumer would be confused by Exhibit E and Exhibit F in combination, as it is unclear whether the 15 U.S.C. § 1692g(a) validation and dispute period expiration date is controlled by Exhibit E or Exhibit F for the accounts listed in duplicate.

79. Exhibit E seeks to collect alleged Aurora medical accounts totaling a Balance of \$8215.10.

80. Exhibit F seeks to collect alleged Aurora medical accounts totaling a Balance of \$8250.25.

81. Plaintiff did not make any payment to Alliance, Aurora or anyone else, in the time period between one month before Alliance sent Exhibits E and F and the present.

82. Exhibits E and F misrepresent the actual amount of the debt.

83. Exhibit E says the “Balance/Amount Due” is \$8215.10, while Exhibit F says the “Balance/Amount Due” \$8250.25. The unsophisticated consumer would be confused as to the amount owed.

84. Such misrepresentations are material because they mislead the unsophisticated consumer about the amount and character of the debt. 15 U.S.C. § 1692e(2)(a).

85. Looking at the letters together, the unsophisticated consumer would be baffled as to whether a payment of the total balance in either of the letters would actually pay off the alleged debt.

86. Moreover, the varying amounts may reflect an incorrect belief on Alliance’s or the creditor’s part that Plaintiff made a payment. Under Wisconsin law, a payment restarts the statute of limitations. *Liberty Credit Servs. v. Quinn*, 276 Wis. 2d 826, 688 N.W.2d 768 (Ct. App. 2004) (“A partial payment on the contractual obligation made before the statute of limitations has run tolls the statute and sets it running from the date of payment.”).

87. The Seventh Circuit has held that a debt collector must state the amount of the debt without “obscur[ing] it by adding confusing other information (or misinformation).” *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 2000 U.S. App. LEXIS 12178 (7th Cir. Ill. 2000); *Marshall-Mosby v. Corporate Receivables, Inc.*, 205 F.3d 323, 326 (7th Cir. 2000); *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997).

88. Plaintiff Ozier had to spend time and money investigating Exhibits E and F.

89. Plaintiff Ozier 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 E and F.

THE FDCPA

90. 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.

91. 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).

92. 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).

93. 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).

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

95. 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”).

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

97. 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.”

98. 15 U.S.C. § 1692f generally prohibits debt collectors from using “unfair or unconscionable means to collect or attempt to collect any debt.”

99. 15 U.S.C. § 1692g requires that debt collectors make certain disclosures, that these disclosures must be made in a non-confusing manner, and that debt collectors may not communicate or engage in conduct that overshadows or contradicts these disclosures. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000).

100. 15 U.S.C. § 1692g(a)(1) requires that debt collectors disclose “the amount of the debt.”

101. 15 U.S.C. § 1692g(a)(3) requires that debt collectors disclose that, “unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.”

102. 15 U.S.C. § 1692g(a)(4) requires that debt collectors disclose that “if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment and a copy of such verification or judgment will be mailed to the consumer by the debt collector.”

103. 15 U.S.C. § 1692g(a)(5) requires that debt collectors disclose that, “upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.”

104. Under federal law, if an alleged debtor disputes a debt within 30 days of receiving the validation notice, the debtor is required to cease debt collection efforts until it has provided verification of the debt or a copy of the judgment against the debtor. 15 U.S.C. § 1692g(b).

105. The debt collector need not verify the debt, however, as long as it ceases its debt collection efforts. *Jang v. A.M. Miller & Assocs.*, 122 F.3d 480 (7th Cir. 1997) (collection agency has the option to cease all collection activity or provide verification of the debt).

106. Under the plain language of 15 U.S.C. § 1692g, a debt collector is not required to verify a debt unless the debtor disputes the debt within 30 days of receipt of the validation notice.

107. Whether or not the debtor requests verification of the debt, however, a debt collector’s collection activities and communications 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. 15 U.S.C. § 1692g(b).

108. Validation rights are statutory; because the debt collector is not required to verify a debt that is disputed after the 30-day validation period, 15 U.S.C. § 1692g(a)(4), the prohibition on further collection activities pending verification of a disputed debt does not apply to debts that are disputed after the 30-day period, whether or not the consumer has raised the dispute within 30 days of receiving a subsequent validation notice. 15 U.S.C. § 1692g(b); *see Paige v. Waukesha Health Sys.*, 2013 U.S. Dist. LEXIS 96962, at * 23-24 n.3 (E.D. Wis. July 11, 2013) (observing that sending a second validation notice during the validation period would implicate 15 U.S.C. § 1692g(b)); *see also Jones*, 2006 U.S. Dist. LEXIS 3788 *24-25 (“one-week” rescission notice violates TILA by implying that the consumer’s statutory rescission rights are extended when they are not).

THE WCA

109. 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).

110. 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).

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

112. “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.

113. 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.

114. 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).

115. 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).

116. 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.*

117. 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.”

118. 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.”

119. Wis. Stat. § 427.104(1)(m) states that a debt collector may not: “Engage in conduct in violation of a rule adopted by the administrator”

120. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed debt collectors, has found that “conduct which violates the Federal Fair Debt Collection Practices Act” can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) (“Oppressive and deceptive practices prohibited.”).

COUNT I – FDCPA

121. Count I is brought on behalf of all Plaintiffs.

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

123. Exhibits B, D, and F are false, deceptive, and misleading statements that would mislead the unsophisticated consumer into believing that the validation period begins to run with her receipt of Exhibits B, D, and F rather than Exhibits A, C, and E.

124. Exhibits B, D, and F also overshadow or contradict Exhibit A, C, and E’s disclosure of the consumer’s right to dispute the debt.

125. Exhibits B, D, and F also overshadow or contradict Exhibit A, C, and E’s disclosure that the debt collector will assume the debt is valid unless the consumer disputes the debt within 30 days.

126. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f, 1692g(a)(3), 1692g(a)(4), 1692g(a)(5), and 1692g(b).

COUNT II – FDCPA

127. Count II is brought on behalf of Plaintiffs Bonin and Ozier.

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

129. Exhibits C and D and Exhibits E and F are false, deceptive, and misleading statements that would mislead the unsophisticated consumer about the amount of the debt.

130. Exhibits C and D and Exhibits E and F fail to state the amount of the debt in a non-confusing manner.

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

COUNT III – WCA

132. Count III is brought on behalf of all Plaintiffs.

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

134. Exhibits B, D, and F are false, deceptive, and misleading statements that would mislead the unsophisticated consumer into believing that the validation period begins to run with her receipt of Exhibits B, D, and F rather than Exhibits A, C, and E.

135. Exhibits B, D, and F also overshadow or contradict Exhibit A, C, and E's disclosure of the consumer's right to dispute the debt.

136. Exhibits B, D, and F also overshadow or contradict Exhibit A, C, and E's disclosure that the debt collector will assume the debt is valid unless the consumer disputes the debt within 30 days.

137. Exhibits B, D, and F were sent as subsequent attempts to collect debts just days after the existence of these debts was first disclosed.

138. Defendant is a licensed collection agency.

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

CLASS ALLEGATIONS

140. Plaintiffs bring this action on behalf of two classes.

141. Class I (“Validation Period Class”), consists of (a) all natural persons in the State of Wisconsin (b) who were sent a series of collection letters in the form represented by Exhibits A and B or Exhibits C and D or Exhibits E and F to the complaint in this action, (c) where the letters were sent within 30 days of each another, (d) seeking to collect a debt for personal, family, or household purposes, (e) between November 20, 2016 and November 20, 2017, inclusive, (f) that was not returned by the postal service. All named Plaintiffs are named representatives of this class.

142. Class II (“Amount of Debt Class”), consists of (a) all natural persons in the State of Wisconsin (b) who were sent a series of collection letters in the form represented by Exhibits C and D or Exhibits E and F to the complaint in this action, (c) where the letters were sent within 30 days of each another, (d) seeking to collect a debt for personal, family, or household purposes, (e) between November 20, 2016 and November 20, 2017, inclusive, (f) that was not returned by the postal service. Plaintiffs Bonin and Ozier are named representatives of this class.

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

144. 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.

145. Plaintiffs' claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

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

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

JURY DEMAND

148. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: November 20, 2017

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



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

December 14, 2016

ACCOUNT OF: LAKESHORE MEDICAL CLINIC OAK CREEK
 RE: DEBRA J MALONEY
 REFERENCE #: [REDACTED] 8801
 BALANCE: \$13.00

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH AMERICOLLECT MANITOWOC WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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.

Please see reverse for important information and instructions to pay by phone.

Pay this bill online at www.alliance-collections.com.

Please call us at (855) 521-6286 with any questions.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.



[REDACTED] 8801-1220-1

def1220

DETACH HERE AND RETURN COUPON WITH YOUR PAYMENT

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

CHECK CARD USING FOR PAYMENT				<input type="checkbox"/> DISC. VER.	<input type="checkbox"/> VISA
CARD NUMBER			EXP. DATE		
SIGNATURE			SECURITY CODE		
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE		
12/14/2016	[REDACTED] 8801		\$13.00		
CONSUMER NAME			SHOW AMOUNT PAID HERE		
DEBRA J MALONEY			\$		

6416151 - 1115



DEBRA J MALONEY
ROAD APT110
8531 S CHICAGO RD
ROAD APT110
OAK CREEK WI 53154-8030

ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

CID101 - 06416151-002229-01/02-0-0-0

IMPORTANT INFORMATION ABOUT YOUR DEBT.

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

The State of California requires that we disclose the following for California residents: 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 pm. 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.

The State of California requires that we disclose the following statement prior to commencement of medical collection activity: "Non-profit Credit Counseling Services may be available in the area."

The State of Colorado requires that we disclose the following for Colorado residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT see www.coag.gov/car. 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. Local office address is 13111 E. Briarwood Ave. #340, Centennial, CO 80112. Phone is 303-309-3839.

The Commonwealth of Massachusetts requires that we disclose the following for Massachusetts residents: 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 (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

The State of Minnesota requires that we disclose the following for Minnesota residents: This collection agency is licensed by The Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact Alliance Collection Agencies and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

The City of New York requires that we disclose the following for New York City residents: This collection agency is licensed by The New York City Department of Consumer Affairs license number 1307166. To reach a live agent call 715-486-3813.

The State of Nevada requires that we disclose the following when collecting on hospital debt: a) If the debtor pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: 1) an acknowledgement of the debt by the debtor; and 2) A waiver by the debtor of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt; and b) If the debtor does not understand or has questions concerning their legal rights or obligations relating to the debt, the debtor should seek legal advice.

The State of North Carolina requires that we disclose the following for North Carolina residents: This collection agency is licensed by the North Carolina Department of Insurance under permit number 103256.

The State of Tennessee requires that we disclose the following for Tennessee residents: This collection agency is licensed by The Collection Service Board of The Department of Commerce and Insurance.

PAY YOUR BILL BY PHONE

The Alliance Collection Agencies Interactive Voice Response System allows you to make payment on your account(s) or gather information 24 hours a day, 7 days a week without speaking with an account manager by dialing the numbers below.

1-715-387-0051 or 1-866-291-8461
24 Hours a Day, 7 Days a Week

09/11/2015	LAKESHORE MEDICAL CLINIC OAK CREEK	****4266	8.00
10/14/2015	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****5165	5.00
		GRAND TOTAL	\$13.00



Exhibit B



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

December 22, 2016

ACCOUNT OF: LAKESHORE MEDICAL CLINIC OAK CREEK
 RE: DEBRA J MALONEY
 REFERENCE #: [REDACTED] 8801
 BALANCE: \$13.00

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH AMERICOLLECT MANITOWOC WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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.

Please see reverse for important information and instructions to pay by phone.

Pay this bill online at www.alliance-collections.com.

Please call us at (855) 521-6286 with any questions.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

def1220



[REDACTED] 8801-1220-1

DETACH HERE AND RETURN BOTTOM STUB WITH YOUR PAYMENT.

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

IF PAYING BY CREDIT CARD, FILL OUT BELOW			
CHECK CARD USING FOR PAYMENT		<input type="checkbox"/> DISCOVER	<input type="checkbox"/> VISA
CARD NUMBER		EXP. DATE	
SIGNATURE		SECURITY CODE	
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE
12/22/2016	[REDACTED] 8801		\$13.00
CONSUMER NAME		SHOW AMOUNT PAID HERE	
DEBRA J MALONEY		\$	

6458419-0027



DEBRA J MALONEY
ROAD APT110
8531 S CHICAGO RD
ROAD APT110
OAK CREEK WI 53154-8030

ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

IMPORTANT INFORMATION ABOUT YOUR DEBT.

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The State of Colorado requires that we disclose the following for Colorado residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT see www.coag.gov/car. 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. Local office address is 7200 S. Alton Way #8180, Centennial, CO 80112. Phone is 303-309-3839.

The Commonwealth of Massachusetts requires that we disclose the following for Massachusetts residents: 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 (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

The State of Minnesota requires that we disclose the following for Minnesota residents: This collection agency is licensed by The Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact Alliance Collection Agencies and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

The City of New York requires that we disclose the following for New York City residents: This collection agency is licensed by The New York City Department of Consumer Affairs license number 1307166. To reach a live agent call 715-486-3813.

The State of Nevada requires that we disclose the following when collecting on hospital debt: a) If the debtor pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: 1) an acknowledgement of the debt by the debtor; and 2) A waiver by the debtor of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt; and b) If the debtor does not understand or has questions concerning their legal rights or obligations relating to the debt, the debtor should seek legal advice.

The State of North Carolina requires that we disclose the following for North Carolina residents: This collection agency is licensed by the North Carolina Department of Insurance under permit number 103256.

The State of Tennessee requires that we disclose the following for Tennessee residents: This collection agency is licensed by The Collection Service Board of The Department of Commerce and Insurance.

PAY YOUR BILL BY PHONE

The Alliance Collection Agencies Interactive Voice Response System allows you to make payment on your account(s) or gather information 24 hours a day, 7 days a week without speaking with an account manager by dialing the numbers below.

1-715-387-0051 or 1-866-291-8461
24 Hours a Day, 7 Days a Week



SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
09/11/2015	LAKESHORE MEDICAL CLINIC OAK CREEK	****4266	8.00
10/14/2015	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****5165	5.00
		GRAND TOTAL	\$13.00

Exhibit C



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

August 30, 2017

ACCOUNT OF: AURORA ST LUKES MEDICAL CENTER
 RE: ELAINE V BONIN
 REFERENCE #: [REDACTED] 6487
 BALANCE: \$2,849.82

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH STATE COLLECTIONS MADISON WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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.

Please see reverse for important information and instructions to pay by phone.

Pay this bill online at www.alliance-collections.com.

Please call us at (855) 521-6286 with any questions.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

def1220



[REDACTED] 6487-1220-1

BETWEEN HERE AND RETURN BOTTOM STICK WITH YOUR PAYMENT.

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

IF PAYING BY CREDIT CARD, FILL OUT BELOW			
CHECK CARD USING FOR PAYMENT		<input type="checkbox"/> DISC. VER.	<input type="checkbox"/> VISA
CARD NUMBER		EXP. DATE	
SIGNATURE		SECURITY CODE	
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE
08/30/2017	[REDACTED] 6487		\$2,849.82
CONSUMER NAME		SHOW AMOUNT PAID HERE	
ELAINE V BONIN		\$	

7917993 - 2159



ELAINE V BONIN
9120 W HIGHLAND PARK AVE APT 348
FRANKLIN WI 53132-8002

ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

IMPORTANT INFORMATION ABOUT YOUR DEBT.

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

The State of California requires that we disclose the following for California residents: 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 pm. 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.

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The Commonwealth of Massachusetts requires that we disclose the following for Massachusetts residents: 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 (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

The State of Minnesota requires that we disclose the following for Minnesota residents: This collection agency is licensed by The Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact Alliance Collection Agencies and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

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The State of Tennessee requires that we disclose the following for Tennessee residents: This collection agency is licensed by The Collection Service Board of The Department of Commerce and Insurance.

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1-715-387-0051 or 1-866-291-8461
24 Hours a Day, 7 Days a Week

SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
06/10/2016	AURORA ST LUKES MEDICAL CENTER	****4698	2,849.82
		GRAND TOTAL	\$2,849.82



Exhibit D



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

September 6, 2017

ACCOUNT OF: AURORA ST LUKES MEDICAL CENTER
 RE: ELAINE V BONIN
 REFERENCE #: [REDACTED] 6487
 BALANCE: \$2,879.82

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH STATE COLLECTIONS MADISON WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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.

Please see reverse for important information and instructions to pay by phone.

Pay this bill online at www.alliance-collections.com.

Please call us at (855) 521-6286 with any questions.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.



def1220

[REDACTED] 6487-1220-1

DETACH HERE AND RETURN BOTTOM SIDE WITH YOUR PAYMENT.

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

IF PAYING BY CREDIT CARD, FILL OUT BELOW			
CHECK CARD USING FOR PAYMENT		<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISC YER
		<input type="checkbox"/> VISA	
CARD NUMBER		EXP. DATE	
SIGNATURE		SECURITY CODE	
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE
09/06/2017	[REDACTED] 6487		\$2,879.82
CONSUMER NAME		SHOW AMOUNT PAID HERE	
ELAINE V BONIN		\$	

7999543 - 0386
 ELAINE V BONIN
 9120 W HIGHLAND PARK AVE APT 348
 FRANKLIN WI 53132-8002

ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

CID101 - 07959543-000771-01/02-0-0-0

IMPORTANT INFORMATION ABOUT YOUR DEBT.

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

The State of California requires that we disclose the following for California residents: 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 pm. 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.

The State of California requires that we disclose the following statement prior to commencement of medical collection activity: "Non-profit Credit Counseling Services may be available in the area."

The State of Colorado requires that we disclose the following for Colorado residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT see www.coag.gov/car. 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. Local office address is 7200 S. Alton Way #8180, Centennial, CO 80112. Phone is 303-309-3839.

The Commonwealth of Massachusetts requires that we disclose the following for Massachusetts residents: 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 (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

The State of Minnesota requires that we disclose the following for Minnesota residents: This collection agency is licensed by The Minnesota Department of Commerce. If you feel that your concerns have not been addressed, please contact Alliance Collection Agencies and allow us the opportunity to try and address your concerns. Or, you have the option to address any concerns with the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or 1-800-657-3787.

The City of New York requires that we disclose the following for New York City residents: This collection agency is licensed by The New York City Department of Consumer Affairs license number 1307166. To reach a live agent call 715-486-3813.

The State of Nevada requires that we disclose the following when collecting on hospital debt: a) If the debtor pays or agrees to pay the debt or any portion of the debt, the payment or agreement to pay may be construed as: 1) an acknowledgement of the debt by the debtor; and 2) A waiver by the debtor of any applicable statute of limitations set forth in NRS 11.190 that otherwise precludes the collection of the debt; and b) If the debtor does not understand or has questions concerning their legal rights or obligations relating to the debt, the debtor should seek legal advice.


The State of North Carolina requires that we disclose the following for North Carolina residents: This collection agency is licensed by the North Carolina Department of Insurance under permit number 103256.

The State of Tennessee requires that we disclose the following for Tennessee residents: This collection agency is licensed by The Collection Service Board of The Department of Commerce and Insurance.

PAY YOUR BILL BY PHONE

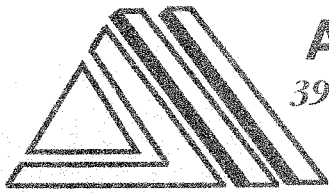
The Alliance Collection Agencies Interactive Voice Response System allows you to make payment on your account(s) or gather information 24 hours a day, 7 days a week without speaking with an account manager by dialing the numbers below.

1-715-387-0051 or 1-866-291-8461
24 Hours a Day, 7 Days a Week



SERVICE DATE	CREDITOR	ACCOUNT NUMBER	TOTAL BALANCE
06/10/2016	AURORA ST LUKES MEDICAL CENTER	****4698	2,849.82
06/13/2016	LAKESHORE MEDICAL CLINIC SOUTH MILW-CHICAGO AVE	****3199	15.00
06/29/2016	AURORA MEDICAL GROUP FRANKLIN CLINIC	****9993	15.00
		GRAND TOTAL	\$2,879.82

Exhibit E



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

December 13, 2016

ACCOUNT OF: AURORA ADVANCED HEALTHCARE GOOD HOPE
 ROAD CLINIC
 RE: DEBORAH K OZIER
 REFERENCE #: [REDACTED] 6224
 BALANCE: \$8,215.10

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH STATE COLLECTIONS MADISON WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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Please see reverse for important information and instructions to pay by phone.

Pay this bill online at www.alliance-collections.com.

Please call us at (855) 521-6286 with any questions.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

def1220



[REDACTED] 6224-1220-1

DETACH HERE AND RETURN BOTTOM STUB WITH YOUR PAYMENT.

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

IF PAYING BY CREDIT CARD, FILL OUT BELOW			
CHECK CARD USING FOR PAYMENT		<input type="checkbox"/> DISC. VER NETWORK	<input type="checkbox"/> VISA
CARD NUMBER		EXP. DATE	
SIGNATURE		SECURITY CODE	
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE
12/13/2016	[REDACTED] 6224		\$8,215.10
CONSUMER NAME		SHOW AMOUNT PAID HERE	
DEBORAH K OZIER		\$	

DEBORAH K OZIER
7055 N 55TH ST
MILWAUKEE WI 53223-6338

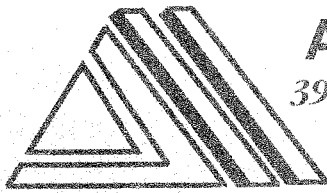
ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

CID101 - 06410880-002683-01/02-0-0-0

09/11/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****2845	793.60
09/22/2015	AURORA ADVANCED HEALTHCARE MENOMONEE FALLS CLINIC	****1266	5,414.05
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1280	150.45
08/25/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****1345	183.70
08/28/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****6775	1,673.30
		GRAND TOTAL	\$8,215.10



EXHIBIT F



ALLIANCE COLLECTION AGENCIES, INC.

3916 S. Business Park Ave. PO Box 1267 Marshfield, WI 54449-7267

Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Telephone: (715) 384-7107 or 1-855-521-6286

December 14, 2016

ACCOUNT OF: AURORA ADVANCED HEALTHCARE GOOD HOPE
 ROAD CLINIC
 RE: DEBORAH K OZIER
 REFERENCE #: [REDACTED] 6224
 BALANCE: \$8,250.25

THIS ACCOUNT WAS PREVIOUSLY LISTED WITH STATE COLLECTIONS MADISON WI
PAYMENT IN FULL IS DUE ON YOUR ACCOUNT

This account identified above has been listed with our agency for collection. The entire balance is due. Please send payment to Alliance Collection Agencies, Inc. at the address shown at the top of this letter.

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def1220



[REDACTED] 6224-1220-1

DETACH HERE AND RETURN BOTTOM STUB WITH YOUR PAYMENT.

PO BOX 1267
MARSHFIELD WI 54449-7267

Pay Online: www.alliance-collections.com

IF PAYING BY CREDIT CARD, FILL OUT BELOW			
CHECK CARD USING FOR PAYMENT		<input type="checkbox"/> DISC. VER	<input type="checkbox"/> VISA
CARD NUMBER		EXP. DATE	
SIGNATURE		SECURITY CODE	
DATE	REFERENCE #	ACCOUNT NUMBER	AMOUNT DUE
12/14/2016	[REDACTED] 6224		\$8,250.25
CONSUMER NAME		SHOW AMOUNT PAID HERE	
DEBORAH K OZIER		\$	

ALLIANCE COLLECTION AGENCIES
PO BOX 1267
MARSHFIELD WI 54449 - 7267

DEBORAH K OZIER
7055 N 55TH ST
MILWAUKEE WI 53223-6338

09/11/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****2845	793.60
09/22/2015	AURORA ADVANCED HEALTHCARE MENOMONEE FALLS CLINIC	****1266	5,414.05
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1280	150.45
08/25/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****1345	183.70
08/28/2015	AURORA ADVANCED HEALTHCARE GOOD HOPE ROAD CLINIC	****6775	1,673.30
09/28/2015	AURORA ADVANCED HEALTHCARE WHITEFISH BAY CLINIC	****1195	35.15
	GRAND TOTAL		\$8,250.25



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

DEBRA MALONEY, et al.

(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

ALLIANCE COLLECTION AGENCIES INC.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	PRISONER PETITIONS	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 20, 2017

s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

DEBRA MALONEY, ELAINE BONIN,
and DEBORAH OZIER

Plaintiff(s)

v.

Civil Action No. 17-cv-1610

ALLIANCE COLLECTION AGENCIES, INC.,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
ALLIANCE COLLECTION AGENCIES INC.
c/o DANIEL J. O'CONNELL
PO Box 1267
Marshfield, Wisconsin 54449

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1610

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: [Three Consumers Sue Alliance Collection Agencies Over 'Unclear' Collection Letters](#)
