

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

PATRICK MANIACI, Individually and on Behalf) of All Others Similarly Situated,) Plaintiff,) vs.) BONDED COLLECTION CORPORATION, and) COLONY BRANDS, INC.,) Defendants.)	Case No.: 18-cv-267 CLASS ACTION COMPLAINT Jury Trial Demanded
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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, chapter 427, Wisconsin Statutes (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 Patrick Maniaci 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, specifically, a consumer credit account.

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

6. Defendant Bonded Collection Corporation (“BCC”) is a foreign corporation with its principal place of business located at 2400 East Devon, Suite 257, Des Plaines, Illinois 60018.

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

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

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

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

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

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

13. Colony is a retailer of home goods, operating primarily over the internet and through catalog sales.

14. Colony allows consumers to purchase goods under open-end credit plans.

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

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

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

18. Colony is a “debt collector” under Wisconsin law, in that it collects consumer debts owed to itself, both directly and indirectly through collection agencies.

19. Colony is a “merchant” as defined in the WCA, as the alleged debts arise from use of Plaintiff’s consumer credit account. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

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

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

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

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

22. Colony uses third-party debt collection agencies, including the third-party debt collection agencies named as co-defendants in this case, to collect consumer debts. Colony directly or indirectly, is a debt collector under this arrangement. Wis. Stat. § 427.103(3).

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

FACTS

24. At its height, the original Montgomery Ward was one of the largest mail order and department store retailers in the United States. The original Montgomery Ward no longer exists, having filed for Chapter 11 bankruptcy in 1997 and having been liquidated in 2001. The current incarnation of Montgomery Ward is a division of Colony, whose predecessor purchased the Montgomery Ward name, trademarks and other intellectual property assets in 2008.

25. Prior to August 7, 2017, Plaintiff had a Montgomery Ward-branded store credit account, issued by Colony, and used only for personal, family or household purposes, specifically, purchases of household goods on the “Montgomery Ward” online catalog. <https://www.wards.com/>.

26. On or about August 7, 2017, Colony mailed an account statement to Plaintiff regarding an alleged debt, allegedly owed to Colony and associated with Plaintiff’s Montgomery Ward credit account ending in 129W. A copy of this account statement is attached to this complaint as Exhibit A.

27. Exhibit A contains the following:

CUSTOMER STATEMENT

Account Number	[REDACTED]	129W
New Balance		\$321.25
Payment Due Date		09/05/2017
Minimum Payment Due		\$135.60

Exhibit A.

28. Exhibit A states that, as of August 7, 2017, Plaintiff's account ending in 129W had a "New Balance" of \$321.25, with a "Payment Due Date" of September 5, 2017, and a "Minimum Payment Due" of \$135.60.

29. On or about August 22, 2017, BCC mailed Plaintiff a debt collection letter regarding the same alleged debt, allegedly owed to "MONTGOMERY WARD." A copy of this debt collection letter is attached to this complaint as Exhibit B.

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

31. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and used by BCC to attempt to collect alleged debts.

32. Upon information and belief, Exhibit B was the first letter that BCC sent to Plaintiff with respect to the alleged debt referenced in Exhibit B.

33. Exhibit B contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send debtors along with, or within five days of, their initial communications:

IMPORTANT CONSUMER 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 after receiving this notice that you dispute the validity of this debt or any portion of it, 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 the name and address of the original creditor, if different from the current creditor.

Exhibit B.

34. Exhibit B also states:

August 22, 2017

Creditor: MONTGOMERY WARD 321.25
Client Account #: XXXX-XXXX-XXXX-529W

Consumer: PATRICK MANIACI
Balance: \$321.25
Account #: [REDACTED] 0951

Exhibit B.

35. Exhibit B also contains a payment remittance slip, which contains the following:

IF PAYING BY CREDIT CARD PLEASE FILL OUT BELOW.			
<input type="checkbox"/> DISCOVER	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER:			
EXPIRATION DATE:		ZIP CODE:	
NAME ON CARD:		CV CODE:	
BALANCE DUE: \$321.25		PAYMENT AMOUNT:	
SIGNATURE:			

Exhibit B.

36. Exhibit B, mailed on August 22, 2017, just a few days after Montgomery Ward mailed Exhibit A to Plaintiff, states the “Balance Due” is \$321.25.

37. Exhibit B does not state that Plaintiff could return the account to a current status by making a minimum payment, which is considerably less than the total account balance.

38. Exhibit B does not state any amount it is attempting to collect other than the “Balance” of \$321.25.

39. Exhibit B, thus, represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

40. BCC's representation in Exhibit B that Plaintiff's account had an "Account Balance" of \$321.25 is false, deceptive, misleading, and unconscionable.

41. According to Exhibit A, as of August 22, 2017, when BCC mailed Exhibit B, Plaintiff's account a "Minimum Payment Due" of \$135.60, and a "Payment Due Date" of September 5, 2017. Exhibit A.

42. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibit B. Exhibit B states that the "Balance Due" is \$135.60 while Exhibit A states that the "Minimum Payment Due" is only \$135.60. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) ("In the context of a debt, 'owing' an amount is distinguishable from the amount 'due.'"); *see also Chuway v. Nat'l Action Fin. Servs.*, 362 F.3d 944, 948 (7th Cir. 2004) ("Suppose she had called and discovered that her current balance was \$ 567.42. She wouldn't know whether to mail \$ 367.42 to the defendant or \$ 567.42, without making a further inquiry. She might pay the larger amount thinking she would be sued otherwise, even though the extra \$ 200 might not yet be due, let alone overdue.").

43. Exhibit B, thus, represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

44. BCC's representation in Exhibit B that BCC was attempting to collect the "Balance" of \$321.25 is false, deceptive, misleading, and unconscionable.

45. Upon information and belief, Colony had not accelerated the balance when Exhibit B was mailed to Plaintiff.

46. With certain exceptions not applicable here, the WCA requires the mailing of a “Notice of Right to Cure” prior to the acceleration of a defaulted loan. *See* Wis. Stat. §§ 425.104, 425.105.

47. Upon information and belief, Colony had not sent Plaintiff notice of his right to cure default at the time Exhibit B was mailed to Plaintiff. Thus, neither Colony nor BCC were permitted to accelerate the balance when Exhibit B was mailed to Plaintiff.

48. BCC represented the amount of the debt in a way that was confusing to the unsophisticated consumer and misrepresented the amount of the debt.

49. Upon information and belief, Colony and BCC work in a scripted process to collect Colony debts such as Plaintiff’s.

50. Upon information and belief, BCC is fully aware of the contents and representations in Exhibit A,

51. Upon information and belief, BCC is fully aware that Colony sends Exhibit A to consumers only a few days before BCC mails a letter in the form of Exhibit B.

52. Upon information and belief, BCC is fully aware that its letter is sent during account billing cycles wherein Colony has sent a statement to consumers seeking a “minimum payment” and not representing that the entire balance is due.

53. Plaintiff was confused by Exhibits A and B.

54. The unsophisticated consumer would be confused by Exhibits A and B.

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

56. 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 and B.

The FDCPA

57. 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.

58. 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).

59. 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).

60. 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).

61. 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.”); *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).

62. 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”).

63. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

64. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

65. 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.”

66. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

67. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

68. 15 U.S.C. § 1692g(a) states:

a) Notice of debt; contents

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

(1) the amount of the debt;

The WCA

69. 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).

70. 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).

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

72. “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.

73. 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.

74. 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).

75. 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).

76. 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.*

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

78. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: "Engage in other conduct which can reasonably be expected to threaten or harass the customer . . ." Wis. Admin. Code § DFI-Bkg 74.16(9) defines such "other conduct" as "including conduct which violates the Federal Fair Debt Collection Practices Act."

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

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

COUNT I – FDCPA

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

82. Count I is brought against defendant BCC.

83. Prior to sending Exhibit B, BCC was aware that Colony had sent Plaintiff an account statement stating Plaintiff's account had a "Minimum Payment Due" of \$135.60, and a "Payment Due Date" of September 5, 2017.

84. BCC represented to Plaintiff that Plaintiff's Montgomery Ward account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

85. BCC misrepresented the amount, character, and legal status of the debt it was collecting.

86. BCC's attempts to collect the entire balance of class members' Montgomery Ward accounts were false, misleading and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

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

COUNT II – WCA

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

89. Count II is brought against both defendants.

90. The amounts that Colony and BCC are collecting in Exhibits A and B conflict with each other.

91. Colony's statement shows that, when both Exhibits A and B were sent to Plaintiff, the amount actually "due" by September 5, 2017 was \$135.60.

92. BCC sent its letter to Plaintiff before the September 5, 2017 due date, and the balance BCC attempted to collect was greater than the amount due as stated in the account statement.

93. BCC's letter contradicts Colony's account statement and attempts to collect a portion of the debt that was not yet due.

94. BCC directly represented to Plaintiff that Plaintiff's Montgomery Ward account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

95. Colony indirectly represented to Plaintiff that Plaintiff's Montgomery Ward account had been accelerated by allowing BCC to seek to collect the entire balance and not just the amount actually due.

96. Colony had not sent Plaintiff a notice of right to cure default, and thus was not permitted to accelerate the balance of Plaintiff's account, at the time both Exhibits A and B were sent to Plaintiff.

97. BCC and Colony misrepresented the amount, character, and legal status of the debt.

98. BCC's and Colony's attempts to collect the entire balance of class members' Montgomery Ward accounts were false, misleading and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

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

CLASS ALLEGATIONS

100. Plaintiff brings this action on behalf of two Classes.

101. Class I (“Nationwide Class”) consists of (a) all natural persons in the United States of America (b) who were sent an initial collection letter by BCC, (c) attempting to collect a “Montgomery Ward” debt owed to Colony, (d) that was incurred for personal, family or household purposes, (e) where the letter was mailed between February 21, 2017 and February 21, 2018, inclusive, (f) and was not returned by the postal service.

102. Class II (“Wisconsin Class”) consists of (a) all natural persons in the United States of America (b) who were sent an initial collection letter by BCC, (c) attempting to collect a “Montgomery Ward” debt owed to Colony, (d) that was incurred for personal, family or household purposes, (e) where the letter was mailed between February 21, 2016 and February 21, 2018, inclusive, (f) and was not returned by the postal service.

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

104. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A and B violate the FDCPA and/or the WCA.

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

106. 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.

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

JURY DEMAND

108. 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 21, 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

Montgomery Ward®

Improving American Homes Since 1872

1112 7TH AVENUE MONROE, WI 53566-1364

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

CUSTOMER STATEMENT

Account Number XXXXXXXXXX 129W

New Balance **\$321.25**

Payment Due Date **09/05/2017**

Minimum Payment Due **\$135.60**

\$, .

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

PATRICK MANIACI
2828 E BOLIVAR AVE APT 6
SAINT FRANCIS WI 53235-5466

MONTGOMERY WARD L5

Save a stamp
Make your payment online at
Wards.com/pay

Please detach and return top portion with remittance

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

Montgomery Ward®

Payment Information

If you make no additional charges using this card each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 years	\$408.06

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

New Balance \$321.25 Payment Due Date 09/05/2017 Minimum Payment \$135.60

To make a payment by phone call 800-691-0578. Please have your account number ready. Write us at 1112 7th Ave., Monroe WI 53566-1364. To place an order visit Wards.com

DATE	REFERENCE NO	DESCRIPTION	PURCHASES/ CHARGES	PAYMENTS/ CREDITS
Transactions				
FEES				
07/17/2017	LC0073792175	LATE CHARGE	15.00	
INTEREST CHARGED				
08/07/2017	FC23073461	FINANCE CHARGE	4.05	
<p>URGENT MESSAGE FOR PATRICK MANIACI: Your account is far past due! Please pay at once to avoid an embarrassing call from a collection agency.</p>				
PAYMENTS AND CREDITS RECEIVED AFTER 08/07/2017 WILL APPEAR ON YOUR NEXT STATEMENT.				
2017 Totals Year-To-Date				
Total fees charged in 2017: \$90.00				
Total interest charged in 2017: \$24.30				

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

Summary of Account Activity							
Your account number is XXXXXXXXXX 129W							
PREVIOUS BALANCE	PAYMENTS	OTHER CREDITS	INTEREST CHARGED	FEES CHARGED	PURCHASES/ BALANCE TRANSFERS	NEW BALANCE	
302.20	0.00	0.00	4.05	15.00	0.00	\$321.25	
NO. OF DAYS IN BILLING PERIOD	AVERAGE DAILY BALANCE		CLOSING DATE	PAST DUE AMOUNT	MINIMUM PAYMENT DUE		
31	202.90		08/07/2017	118.65	\$135.60		
Interest Charge Calculations							
Your Annual Percentage Rate (APR) is the annual interest rate on your account.							
Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Rate	Interest Charged	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged	
23.96%	\$202.90	\$202.90	\$4.05				
Monthly Minimum FINANCE CHARGE is \$.50							
LATE PAYMENTS ARE SUBJECT TO AN ADDITIONAL CHARGE AS DESCRIBED IN THE CREDIT TERMS.							

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Check Wards.com for kitchen REBATES -
it's like money in your pocket!

\$\$
\$\$

FARBERWARE **PAULA DEEN** **RACHAEL RAY** and much more!

\$20 Rebate
\$30 Rebate
\$30 Rebate

View all rebates at Wards.com/rebates • 888-557-3848



Name/Business (First, Middle Initial, Last)

Address

City

State

Zip Code

_____ - _____

Home Telephone

_____ - _____

Area Code

Work Telephone

_____ - _____

Area Code

Email Address

FINANCE CHARGES

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

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

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

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

Returned checks may be processed electronically.

BILLING RIGHTS

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

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

In your letter, give us the following information

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

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

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

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

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

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

84084 (12/10)

Exhibit B



BONDED COLLECTION CORPORATION
PO BOX 279 NORCROSS GA 30091-0279
(800) 326-6333

August 22, 2017

Creditor: MONTGOMERY WARD 321.25
Client Account #: XXXX-XXXX-XXXX-529W

Consumer: PATRICK MANIACI
Balance: \$321.25
Account #: [REDACTED] 0951

Dear PATRICK MANIACI:

We bring to your attention the above account(s) which the above referenced creditor(s) has placed with us for collection.

IMPORTANT CONSUMER 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 after receiving this notice that you dispute the validity of this debt or any portion of it, 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 the name and address of the original creditor, if different from the current creditor.

Sincerely,

Bonded Collection Corporation

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

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

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT

DEPT 291 8187457617087
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED



PATRICK MANIACI
2828 E BOLIVAR AVE # A
SAINT FRANCIS WI 53235-5401



IF PAYING BY CREDIT CARD PLEASE FILL OUT BELOW.	
<input type="checkbox"/> DISCOVER	<input type="checkbox"/> VISA
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER:	
EXPIRATION DATE:	ZIP CODE:
NAME ON CARD:	CV CODE:
BALANCE DUE: \$321.25	PAYMENT AMOUNT:
SIGNATURE:	

Return checks will be subject to the maximum fees allowed by your state. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

PLEASE REMIT TO:

B.C.C.
PO BOX 279
NORCROSS GA 30091-0279

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
PATRICK MANIACI

(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
BONDED COLLECTION CORPORATION, et al.

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

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

Attorneys (If Known)

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

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	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 21, 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

PATRICK MANIACI

Plaintiff(s)

v.

BONDED COLLECTION CORPORATION,
and COLONY BRANDS, INC.

Defendant(s)

Civil Action No. 18-cv-267

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BONDED COLLECTION CORPORATION
3175 SATELLITE BLVD., SUITE 400
DULUTH, GA 30096

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

PATRICK MANIACI

Plaintiff(s)

v.

BONDED COLLECTION CORPORATION
and COLONY BRANDS, INC.

Defendant(s)

Civil Action No. 18-cv-267

SUMMONS IN A CIVIL ACTION

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

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Woman Claims Debt Collectors Demanded More Than Minimum Payment](#)
