

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

DOLORES MARTINEZ and LORALIE NOLET,)
Individually and on Behalf of All Others Similarly)
Situating,)

Plaintiffs,)

vs.)

MERCHANTS & MEDICAL CREDIT)
CORPORATION, INC.,)

Defendant.)

Case No.: 18-cv-485

CLASS ACTION COMPLAINT

Jury Trial Demanded

INTRODUCTION

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

JURISDICTION AND VENUE

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

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

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

6. Each Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that Defendant sought to collect from her a debt allegedly incurred for personal, family, or household purposes, namely a personal consumer credit card account.

7. Defendant Merchants & Medical Credit Corporation (“Merchants”) is a foreign corporation with its primary offices located at 6324 Taylor Drive, Flint, Michigan 48507.

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

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

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

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

FACTS

Martinez Letter

12. On or about May 3, 2017, Merchants mailed a debt collection letter to Plaintiff Martinez regarding an alleged debt, allegedly owed to: “Capital One, N.A.” (“Capital One”). A copy of this letter is attached to this complaint as Exhibit A.

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

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

15. Upon information and belief, Exhibit A is the first written communication Merchants mailed Martinez regarding the alleged debt referenced in Exhibit A.

16. Exhibit A contains the following:

NOTICE OF AMOUNT DUE

STATEMENT DATE: May 3 2017
ACCOUNT NUMBER: [REDACTED] 415

AMOUNT DUE: \$617.95

CREDITOR: CAPITAL ONE, N.A.
ORIGINAL CREDITOR: CAPITAL ONE, N.A.
RE: YOUR KOHL'S CREDIT CARD ACCOUNT
*****4352

Exhibit A.

17. Exhibit A states that both the “Creditor” and the “Original Creditor” of the debt is Capital One.

18. The alleged debt referred to in Exhibit A is a Kohl’s store-branded credit card account, allegedly owed to Capital One.

19. Martinez opened and used her Kohl’s credit card account for personal, family, or household purposes, specifically, purchases of household goods at Kohl’s department stores. <https://credit.kohls.com/eCustService/#>.

Nolet Letter

20. On or about April 7, 2017, Merchants mailed a debt collection letter to Plaintiff Nolet regarding an alleged debt, allegedly owed to: Capital One. A copy of this letter is attached to this complaint as Exhibit B.

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

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

23. Upon information and belief, Exhibit B is the first written communication Merchants mailed Nolet regarding the alleged debt referenced in Exhibit B.

24. Exhibit B contains the following:

NOTICE OF AMOUNT DUE

STATEMENT DATE: April 7 2017
ACCOUNT NUMBER: [REDACTED] 751

AMOUNT DUE: \$1,613.50

CREDITOR: CAPITAL ONE, N.A.
ORIGINAL CREDITOR: KOHL'S DEPARTMENT STORES, INC.
RE: YOUR KOHL'S CREDIT CARD ACCOUNT
*****3252

Exhibit B.

25. Exhibit B states that the “Creditor” of the debt is Capital One, and that the “Original Creditor” of the debt is Kohl’s.

26. The alleged debt referred to in Exhibit A is also a Kohl’s store-branded credit card account, allegedly owed to Capital One.

27. Nolet opened and used her Kohl’s credit card account for personal, family, or household purposes, specifically, purchases of household goods at Kohl’s department stores.

<https://credit.kohls.com/eCustService/#>.

FDCPA Violations

28. Exhibits A and B each contains the following text:

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If the consumer notifies the debt collector or collection agency in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector or collection agency will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector or collection agency. If you request 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.

29. 15 U.S.C. § 1692g(a) requires a debt collector to send a notice with the first written communication with the consumer (the “validation notice”). The validation notice must contain:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the

consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

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

(3) a statement 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;

(4) a statement 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 against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement 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.

30. The Seventh Circuit has held that the debt collector must provide the validation notice and “state it clearly enough that the recipient is likely to understand it.” *Chuway v. Nat'l Action Fin. Servs.*, 362 F.3d 944, 948 (7th Cir. 2004); citing *Bartlett v. Heibl*, 128 F.3d 497, 500-01 (7th Cir. 1997); *Avila v. Rubin*, 84 F.3d 222, 226 (7th Cir. 1996).

31. The debt validation notice provided by Exhibits A and B is misleading and confusing to the unsophisticated consumer.

32. The parts of the validation notice in Exhibits A and B that disclose the consumer's rights pursuant to 15 U.S.C. §§ 1692g(a)(3) and 1692g(a)(5) inform the consumer that she should notify “this office,” whereas the part of the validation notice that discloses the consumer's right to obtain verification of the debt pursuant to 15 U.S.C. § 1692g(a)(4), informs the consumer that she should notify “the debt collector or collection agency.”

33. Merchants' use of different terms – “the debt collector or collections agency” – in one sentence while using the term “this office” in the others, implies that written disputes should not be directed to “this office,” *i.e.*, Merchants.

34. The apparent contradiction inherent in Merchants' instruction that consumers should direct written requests for the name and address of the original creditor to “this office” but written disputes to the “debt collector or collection agency,” is confusing and deceptive on its face. *Francisco v. Doctors & Merchants Credit Serv.*, 1998 U.S. Dist. LEXIS 12234, at *21 (N.D. Ill. July 29, 1998):

Apparent contradictions of validation notices are analogous to literally false statements in trademark law, in the limited sense that they are thought to cause confusion by their very nature; in other words, apparent contradictions are thought to evidence per se ‘confusingness,’ to borrow Judge Posner’s phrase. Consequently, courts may determine whether an alleged contradiction of a validation notice violates § 1692g without reference to evidence of actual consumer confusion.

35. For purposes of Plaintiffs’ claims under 15 U.S.C. §§ 1692e and 1692e(10), Defendant’s language is a material violation of the FDCPA. A consumer who is confused by the validation notice will not understand how to effectively invoke his or her rights under 15 U.S.C. § 1692g(b):

(b) Disputed debts

If the consumer notifies the debt collector *in writing* within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector *in writing* that the debt, or any portion of the debt, is disputed or

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

(emphasis added).

36. The unsophisticated consumer would be confused by Exhibits A and B. It is not uncommon for multiple debt collectors, over time, to contact a consumer about the same alleged debt, and each debt collector is required to provide the validation notice and comply with the verification provisions of 15 U.S.C. § 1692g. *See, e.g., Sanchez v. Jackson*, 2016 U.S. Dist. LEXIS 160776, at *16 (N.D. Ill. Nov. 21, 2016) (“this Court adopts the interpretation of § 1692g found in the *Janetos* line of cases and finds that § 1692g applies to the initial communication made in connection with the collection of a debt by each successive debt collector.”); *see also Francis v. Snyder*, 389 F. Supp. 2d 1034, 1040 n.2 (N.D. Ill. Sept. 30, 2005); *Stair v. Thomas & Cook*, 254 F.R.D. 191, 199 (D.N.J. Sept. 23, 2008); *Griswold v. J & R Anderson Bus. Servs.*, 1983 U.S. Dist. LEXIS 20365, at *2-3 (D. Ore. Oct. 21, 1983).

37. A consumer that received a letter in the form of Exhibit A or Exhibit B, who had previously received a debt collection letter from another debt collector attempting to collect on the same account would understand the instruction to send a written dispute to “the debt collector or collection agency,” would be confused and misled to believe she should mail her written dispute to the initial “debt collector or collection agency” rather than “this office.”

38. Upon information and belief, Merchants often sends its initial written communication to consumers after other debt collectors have already attempted to collect on the same Kohl's accounts. For example, on December 15, 2016, non-party debt collector, Mercantile Adjustment Bureau, LLC (“Mercantile”), mailed Nolet a debt collection letter that

referenced this same Kohl's account. A copy of this letter is attached to this complaint as Exhibit C.

39. Moreover, the relationship between Kohl's and Capital One, *i.e.*, that Capital One is the card issuer but Kohl's services the accounts, renders Exhibits A and B confusing to the consumer, whether or not she has received letters from other third-party debt collectors.

40. In Exhibit A, Merchants further exacerbates this confusion by informing the consumer that she should contact "this office [to obtain] the name and address of the original creditor, if different from the current creditor," Exhibit A; *see* 15 U.S.C. § 1692g(a)(5), and informing the consumer that original creditor and the current creditor are the same entity. The unsophisticated consumer would understand that she did not need to direct any written dispute to "this office" because the original creditor is not different from the current creditor.

41. Merchants further exacerbates the confusion by inaccurately truncating consumers' account numbers.

42. Exhibit A states that Martinez' Kohl's credit card account number is *****4352, but her actual account number ends in 5-343. A copy of an account statement Kohl's mailed to Martinez on or about January 13, 2017 is attached to this complaint as Exhibit D.

43. Likewise, Exhibit B states that Nolet's Kohl's credit card account number is *****3252, but her actual account number ends in 6-132. A copy of an account statement Kohl's mailed to Nolet on or about February 8, 2017 is attached to this complaint as Exhibit E.

44. Upon information and belief, the account number that Kohl's, or Capital One, provides to debt collectors at the time consumers' accounts are assigned for collection purposes is accurate. For example, Exhibit C, mailed by Mercantile, accurately states that Nolet's account number ends in 6-132.

45. Upon information and belief, Merchants appends “52” to consumers’ accounts whenever Merchants attempts to collect a Kohl’s debt as a matter of course. The unsophisticated consumer does not know, and is not expected to know, that Merchants appends “52” to consumers’ accounts.

46. By providing an account number that appears to be different from the account number providing by the creditor, Exhibits A and B are confusing and misleading as to the account that Merchants is attempting to collect. *See Tourgeman v. Collins Fin. Servs.*, 755 F.3d 1109, 1119 n.6 (9th Cir. 2014) (observing that a debt collector could potentially materially mislead the consumer by providing an incorrect and unrecognizable account number), *amended in part by Tourgeman v. Collins Fin. Servs.*, 2014 U.S. App. LEXIS 20882 (9th Cir. 2014).

47. Moreover, Exhibit B also states that the original creditor is Kohl’s but the current creditor is Capital One. The unsophisticated consumer knows that debts---particularly debts that are in default---are assignable. The representation that the original creditor was Kohl’s and that the current creditor is Capital One misleads the consumer to believe that the debt has been assigned when it has not, which materially confuses and misleads the unsophisticated consumer about the legal status of the debt. *Tourgeman*, 755 F.3d at 1119 n.6 (“misidentification of the original creditor independently sufficient to constitute a violation of the Act.”), *amended in part by Tourgeman*, 2014 U.S. App. LEXIS 20882 (9th Cir. 2014).

48. This confusion is exacerbated by Merchants’ failure to provide the correct account number, which signals to the consumer that the account was assigned a new account number at the time Capital One purchased it. *See Mennes v. Capital One, N.A.*, 2014 U.S. Dist. LEXIS 61729, at *7-8 (W.D. Wis. May 5, 2014) (discussing Capital One purchasing and attempting to collect defaulted debts).

49. The confusing and misleading representations as to whether the account has been assigned are material false statements about the character of the account. *E.g., Hepsen v. J.C. Christensen & Assocs.*, 2009 U.S. Dist. LEXIS 92717, at *14 (M.D. Fla. Sept. 22, 2009), *aff'd by Hepsen v. Resurgent Capital Servs., LP*, 383 Fed. Appx. 877 (11th Cir. 2010).

50. The representation that an account has been assigned is a material false statement because it confuses and intimidates debtors about how the debt is being reported to consumer reporting agencies, and confuses them about who to pay. *See Banneck v. HSBC Bank USA, N.A.*, 2016 U.S. Dist. LEXIS 79980, at *21-23 (N.D. Calif. June 20, 2016) (discussing the reporting of consumer debts in cases of sale to a third-party debt buyer); *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 319 (7th Cir. 2016).

51. Martinez was confused and misled by Exhibit A.

52. The unsophisticated consumer would be confused by Exhibit A.

53. Nolet was confused and misled by Exhibit B.

54. The unsophisticated consumer would be confused and misled by Exhibit B.

The FDCPA

55. 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.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *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)); *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).

56. 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”).

57. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

58. 15 U.S.C. § 1692e(2)(a) specifically prohibits “the false representation of the character, amount, or legal status of any debt.”

59. 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.

60. 15 U.S.C. § 1692g(a) states, in part:

(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—

...

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

...

(4) a statement 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 against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

(b) Disputed debts

...

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

61. The 15 U.S.C. § 1692g(b) prohibition on communications that “overshadow” or are “inconsistent” with the disclosure of the consumer’s right to dispute the debt treats “an apparent though not actual contradiction” as though it was “as bad as an outright contradiction.”

Bartlett v. Heibl, 128 F.3d 497, 500-01 (7th Cir. 1997).

62. 15 U.S.C. § 1692f prohibits “any unfair or unconscionable means to collect or attempt to collect any debt.”

The WCA

63. 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).

64. 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).

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

66. “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.

67. 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.

68. 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).

69. 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).

70. 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.*

71. 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."

72. 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."

73. The Wisconsin Department of Financial Institutions, which is tasked with regulating licensed collection agencies, 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."); *see also Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. Jan. 22, 2008) (misleading consumers into delaying the transmission of the consumer’s written request for

verifying documentation, thereby causing the loss of valuable consumer rights, violated state statute forbidding harassing, abusive, misleading, and unfair debt collection practices).

COUNT I – FDCPA

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

75. The language in Merchants' letters is false, misleading, and confusing to the unsophisticated consumer, in that the language contained in the validation notice refers to the debt collector in terms that would lead the unsophisticated consumer to be uncertain as to what party to contact to dispute or seek verification of the debt.

76. Defendant did not provide a clear FDCPA validation notice as required by 15 U.S.C. § 1692g(a).

77. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), 1692g(a), 1692g(a)(4), and 1692g(a)(5).

COUNT II – FDCPA

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

79. Exhibits A and B contain false, deceptive, misleading, and confusing statements about the name of the account's character and legal status, and about the name of the current and former creditor.

80. By providing the wrong creditor account number, Exhibits A and B are misleading as to which accounts Merchants collection letters are directed.

81. By providing the wrong creditor account number, along with the wrong original creditor name, Exhibit B is misleading as to whether the account has actually been assigned from Kohl's to Capital One.

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

COUNT III – WCA

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

84. Merchants is licensed as a Collection Agency pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

85. Exhibits A and B contain false, deceptive, misleading, and confusing representations, and ineffectively disclose the consumer's statutory validation rights.

86. Exhibits A and B contain false, deceptive, misleading, and confusing representations as to the name of the creditor, and the character and legal status of the debt.

87. Exhibits A and B violate the FDCPA.

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

CLASS ALLEGATIONS

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

90. Class I ("Same Original Creditor Class"), consists of:

(a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit A to the complaint in this action, (c) instructing the consumer to direct written disputes to "the debt collector or collection agency," (d) and informing the consumer that the original creditor and the current creditor are the same entity, (e) where Merchants was attempting to collect a debt for personal, family, or household purposes, (f) and the letter in the form of Exhibit A was mailed between March 27, 2017 and March 27, 2018, inclusive, (g) and was not returned by the postal service.

Martinez is the named representative for Class I.

91. Class II (“Different Original Creditor Class”), consists of:

(a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit B to the complaint in this action, (c) instructing the consumer to direct written disputes to “the debt collector or collection agency,” (d) and informing the consumer that the original creditor and the current creditor were different entities, (e) where Merchants was attempting to collect a debt for personal, family, or household purposes, (f) and the letter in the form of Exhibit B was mailed between March 27, 2017 and March 27, 2018, inclusive, (g) and was not returned by the postal service.

Nolet is the named representative for Class II.

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

93. 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.

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

95. 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.

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

JURY DEMAND

97. 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:

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

Dated: March 27, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
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



6324 Taylor Drive, Flint, Michigan 48507-4685
 Local (810) 244-3318 Toll-Free (877) 931-8222
 Hours: 8:15 a.m. - 9:00 p.m. M-TH 8:15 a.m. - 5:30 p.m. FRI
 8:15 a.m. - 12:30 p.m. SAT Eastern Standard Time

NOTICE OF AMOUNT DUE

STATEMENT DATE: May 3 2017
 ACCOUNT NUMBER: [REDACTED] 415

AMOUNT DUE: \$617.95

CREDITOR: CAPITAL ONE, N.A.
 ORIGINAL CREDITOR: CAPITAL ONE, N.A.
 RE: YOUR KOHL'S CREDIT CARD ACCOUNT
 *****4352

Dear DOLORES A MARTINEZ

This account has been placed with our office for collection and calls for payment in full. Please contact us so we may assist you in this matter.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If the consumer notifies the debt collector or collection agency in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector or collection agency will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector or collection agency. If you request 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.

Nick Pendleton, Ext. 433

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

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

647-ONMERC01-14-03/31/17

*** Detach Lower Portion And Return With Payment ***

Y1DD115C35



PO Box 505
 Linden MI 48451-0505
 ADDRESS SERVICE REQUESTED

Inside Michigan (810) 244-3318
 Outside Michigan (877) 931-8222
 Business Hours - Eastern Standard Time
 Mon - Thu 8:15 A.M. - 9:00 P.M.
 Friday 8:15 A.M. - 5:30 P.M.
 Saturday 8:15 A.M. - 12:30 P.M.

Account #: [REDACTED] 415
 Amount Due: \$617.95



0008120024003034677553221247031-1YA1-Y1DD115C35 647

14 - 647
 DOLORES A MARTINEZ
 700 W Layton Ave Lot C11
 Milwaukee WI 53221-2470



Merchants & Medical
 Credit Corporation, Inc.
 6324 Taylor Drive
 Flint MI 48507-4685

12345678-000647-01-1-AA



Exhibit B



6324 Taylor Drive, Flint, Michigan 48507-4685
 Local (810) 244-3318 Toll-Free (877) 931-8222
 Hours: 8:15 a.m. - 9:00 p.m. M-TH
 8:15 a.m. - 5:30 p.m. FRI 8:15 a.m. - 12:30 p.m. SAT
 Eastern Standard Time

NOTICE OF AMOUNT DUE

STATEMENT DATE: April 7 2017
 ACCOUNT NUMBER: [REDACTED] 751

AMOUNT DUE: \$1,613.50

CREDITOR: CAPITAL ONE, N.A.
 ORIGINAL CREDITOR: KOHL'S DEPARTMENT STORES, INC.
 RE: YOUR KOHL'S CREDIT CARD ACCOUNT
 *****3252

Dear LORALIE NOLET

This account has been placed with our office for collection and calls for payment in full. Please contact us so we may assist you in this matter.

If you wish to pay by Visa or MasterCard, complete the credit card information on the reverse side of this letter, tear off and return in the enclosed envelope. If you carry any insurance that may cover this obligation, fill out the information on the reverse side and return the entire form in the enclosed envelope.

To pay your account online, go to www.mermed.net and create a new account. Your access code is [REDACTED] 452.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If the consumer notifies the debt collector or collection agency in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector or collection agency will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector or collection agency. If you request 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.

Nick Pendleton, Ext. 433

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

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

3168-ONMERC01-14-06/29/16

***** Detach Lower Portion And Return With Payment *****

Y1D9FAE7D3



PO Box 505
 Linden MI 48451-0505
 ADDRESS SERVICE REQUESTED

Inside Michigan (810) 244-3318
 Outside Michigan (877) 931-8222
 Business Hours - Eastern Standard Time
 Mon - Thu 8:15 A.M. - 9:00 P.M.
 Friday 8:15 A.M. - 5:30 P.M.
 Saturday 8:15 A.M. - 12:30 P.M.

Account #: [REDACTED] 751
 Amount Due: \$1,613.50



0008120024002743291053110240332-1YA1-Y1D9FAE7D3 3168

14 - 3168
 LORALIE NOLET
 2432 E Ramsey Ave
 Cudahy WI 53110-2403



Merchants & Medical
 Credit Corporation
 6324 Taylor Drive
 Flint MI 48507-4685

12345678-003168-01-1-AA



COMPLETE SECTION BELOW IF YOU CARRY ANY INSURANCE



EMPLOYER _____ ADDRESS _____ TELEPHONE _____

INSURANCE OR HMO _____ INSURED EMPLOYEE'S NAME _____

GROUP OR POLICY NUMBER(S) _____ POLICY HOLDER'S SOCIAL SECURITY NUMBER _____

CLAIM MAILING ADDRESS _____ CERTIFICATION AUTHORIZATION NO. IF REQUIRED _____

▼ **BLUE CROSS OR BLUE CARE ACT.**


EFFECTIVE DATE OF CURRENT COVERAGE _____

SUBSCRIBER NAME _____

GROUP NO. _____ SERVICE CODE _____

CONTRACT NUMBER _____ BC PLAN CODE _____

▼ **MEDICARE**



SOCIAL SECURITY ACT

NAME OF BENEFICIARY _____

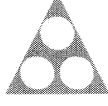
CLAIM NUMBER _____ SEX _____

IS ENTITLED TO _____ EFFECTIVE DATE _____

SIGN HERE _____

▼ **MEDICAID**

DEPARTMENT OF SOCIAL SERVICES
MEDICAL ASSISTANCE AUTHORIZATION



Recipient ID No.	Eligible Person	Birth Date	OI	Eligible Period						
				Prog.	Co.	Dist.	Unit	Wkr.	Case Number	
				Scope of Coverage	Patient Pay Amount	Level Of Care				

▼ **COMMENTS** (Please update current address, phone number, social security number, place of employment, spouse's name, etc.)


▼ **FOR CREDIT CARD PAYMENTS, COMPLETE AND RETURN PORTION BELOW ▼**

PAYMENT IN FULL REQUESTED
MASTERCARD AND VISA ACCEPTED


If you wish to make your payment via credit card, please complete the information below and return in the enclosed envelope.

CHECK ONE VERIFICATION CODE

Account Number	Payment Amount	Expiration Date
	\$ _____	____ / ____
	<i>On Back Of Card</i>	

 _____

Cardholder Name _____ Signature of Cardholder _____ Date _____

 _____

Cardholder Street Address _____ City _____ State _____ Zip _____

Exhibit C

RE: Your Store Card With	KOHL'S DEPARTMENT STORES, INC.
Current Creditor:	CAPITAL ONE, N.A.
Original Creditor:	KOHL'S DEPARTMENT STORES, INC.
Account Number:	*****6132
Reference Number:	██████████641 KPC
Current Balance:	\$1,419.42
Amount Enclosed: \$	



MERCANTILE
Innovative Solutions, Exceptional Results

165 Lawrence Bell Drive, Suite 100
Williamsville, NY 14221-7900
1-866-816-2891

Please send payment or correspondence to:
Mercantile Adjustment Bureau, LLC
PO Box 9055
Williamsville NY 14231-9055

----- PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT -----

Date: 12/15/2016

Loralie Nolet,

Your above described account has reached an advanced point of delinquency. KOHL'S DEPARTMENT STORES, INC. has asked our assistance in working with you to resolve this delinquency prior to it becoming more seriously past-due.

We understand that financial difficulties happen. To negotiate a payment arrangement and prevent your account from becoming more delinquent or ideally bring your past due status current, please contact the representative listed below. We would like to work out a mutually favorable resolution of your financial obligation to KOHL'S DEPARTMENT STORES, INC..

If you are unable to contact us by telephone to discuss payment, you may send \$1,419.42 to Mercantile Adjustment Bureau, LLC, PO Box 9055, Williamsville NY 14231-9055.

Sincerely,

Tim Scheuer
Phone Number: 1-866-816-2891

The account balance may periodically increase due to the addition of accrued interest as provided in your agreement with the original creditor or as otherwise provided by law.

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.

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

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

██████████641 KPC

↑ To Open This Side - Slide Finger Under This Edge ↑

35A RUST LANE
BOERNE, TX 78006-8202



FIRST CLASS MAIL
AUTO
US POSTAGE PAID
NIAGARA FALLS, NY
PERMIT NO. 1

1 MB *A-01-W9C-BM-06054-17



NOLET, LORALIE
2432 E RAMSEY AVE
CUDAHY WI 53110-2403



Exhibit D

Manage your account online:
Click on My Kohl's Charge at
www.kohls.com

Account Number XXXXXXXXXX 5-343

ACCOUNT SUMMARY

Previous Balance	\$	569.33
Payments and Other Credits	-	0.00
Purchases	+	0.00
Fees	+	37.00
Interest Charges	+	11.62
New Balance	\$	617.95

PAYMENT INFORMATION

New Balance	\$	617.95
Payment Due Date		02/09/2017
Minimum Payment Due		367.00
Amount Past Due		313.00
To Avoid Interest Charge Pay	\$	617.95

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	12 months	\$663.00

If you would like information about credit counseling services, call 1-877-499-9467.

Opening/Closing Date	12/15/2016 - 01/13/2017
Days in Billing Cycle	30
Total Credit Line	\$300
Available Credit	None

Questions?

Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-855-564-5747
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
Fees		
01/09	LATE FEE	\$37.00
TOTAL FEES FOR THIS PERIOD		\$37.00
Interest Charged		
01/13	INTEREST CHARGE ON PURCHASES	\$11.62
TOTAL INTEREST CHARGED FOR THIS PERIOD		\$11.62
2017 Totals Year-To-Date		
Total fees charged in 2017		\$37.00
Total interest charged in 2017		\$11.62

INTEREST CHARGES

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases	24.24%(V)	\$575.49	\$11.62

(V) = Variable Rate

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$0.00

Save even more!
Spend \$600 by December 31, 2017 to become a Most Valued Customer (MVC) and receive even more exclusive offers!

IMPORTANT NEWS

YOUR ACCOUNT IS CURRENTLY CLOSED.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Name or Address Change?

Would you like to receive e-mail sales notification?
Check box and write information on reverse side.



Account Number	XXXXXXXXXX 5-343
Due Date	Feb 9, 2017
New Balance	\$617.95
Total Payment Now Due	\$367.00

Mail this portion with your payment.

8

Kohl's Payment Center
PO BOX 2983
MILWAUKEE WI 53201-2983



Amount Paid

\$



NOTE: Do not mail cash or gift cards.
Please make check payable to Kohl's in US Dollars

000249087 01 AT 0.399 106481858444567 P
DOLORES A MARTINEZ
700 W LAYTON AVE LOT C11
MILWAUKEE WI 53221-2470



Exhibit E

Manage your account online:
Click on My Kohl's Charge at
www.kohls.com

Account Number [REDACTED] 6-132

ACCOUNT SUMMARY

Previous Balance	\$	1,482.75
Payments and Other Credits	-	0.00
Purchases	+	0.00
Fees	+	37.00
Interest Charges	+	27.75
New Balance	\$	1,547.50

Opening/Closing Date	01/12/2017 - 02/08/2017
Days in Billing Cycle	28
Total Credit Line	\$2,000
Available Credit	None

Questions?

Click on My Kohl's Charge at Kohls.com or
Call Customer Service 1-855-564-5747
Sunday 10:00 AM to 11:00 PM (EST)
Monday-Saturday 8:00 AM to 11:00 PM (EST)
Automated service is available 24 hours.

PAYMENT INFORMATION

New Balance	\$	1,547.50
Payment Due Date		03/06/2017
Minimum Payment Due		474.00
Amount Past Due		395.00
To Avoid Interest Charge Pay	\$	515.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to up to \$37.00

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay... Only the minimum payment	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
\$59.00	6 years	\$2,480.00
	3 years	\$2,139.00 (Savings = \$341.00)

If you would like information about credit counseling services, call 1-877-499-9467.

ACCOUNT ACTIVITY

Transaction Date	Transaction Description	Amount
Fees		
02/06	LATE FEE	\$37.00
	TOTAL FEES FOR THIS PERIOD	\$37.00
Interest Charged		
02/08	INTEREST CHARGE ON PURCHASES	\$27.75
	TOTAL INTEREST CHARGED FOR THIS PERIOD	\$27.75

2017 Totals Year-To-Date	
Total fees charged in 2017	\$74.00
Total interest charged in 2017	\$54.08

INTEREST CHARGES

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charges
Purchases	22.40%(V)	\$1,486.71	\$27.75
(V) = Variable Rate			

KOHL'S MVC SUMMARY

Current Kohl's Purchases \$0.00

Save even more!
Spend \$600 by December 31, 2017 to become a Most Valued Customer (MVC) and receive even more exclusive offers!

IMPORTANT NEWS

YOUR ACCOUNT IS CURRENTLY CLOSED.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Name or Address Change?
Would you like to receive e-mail sales notification?
Check box and write information on reverse side.



Account Number	[REDACTED] 6-132
Due Date	Mar 6, 2017
New Balance	\$1,547.50
Total Payment Now Due	\$474.00

Mail this portion with your payment.

8

Kohl's Payment Center
PO BOX 2983
MILWAUKEE WI 53201-2983



Amount Paid

\$ [REDACTED]

NOTE: Do not mail cash or gift cards.
Please make check payable to Kohl's in US Dollars

000116115 01 AV 0.373 106481896440502 P
LORALIE NOLET
2432 E RAMSEY AVE
CUDAHY WI 53110-2403



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
DOLORES MARTINEZ and LORALIE NOLET

DEFENDANTS
MERCHANTS & MEDICAL CREDIT CORP., INC.

(b) County of Residence of First Listed Plaintiff Milwaukee
(EXCEPT IN U.S. PLAINTIFF CASES)

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.

(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

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
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<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"/> 230 Rent Lease & Ejectment	<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"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<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"/> 290 All Other Real Property	<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"/> 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 and Wisconsin Consumer Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **JURY DEMAND:** Yes No

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

DATE March 27, 2018 **SIGNATURE OF ATTORNEY OF RECORD** /s/ Mark A. Eldridge

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

DOLORES MARTINEZ and
LORALIE NOLET

Plaintiff(s)

v.

MERCHANTS & MEDICAL
CREDIT CORPORATION, INC.

Defendant(s)

Civil Action No. 18-cv-485

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MERCHANTS & MEDICAL CREDIT CORPORATION, INC.
6324 Taylor Drive
Flint, MI 48507

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: [Merchants & Medical Credit Corp. Accused of Sending Misleading, Contradictory Collection Letters](#)
