

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

LORALIE NOLET, Individually and on Behalf of) All Others Similarly Situated,) Plaintiff,) v.) NATIONWIDE CREDIT, INC.,) Defendant.)	Case No.: 17-cv-1400 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”).

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 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Loralie Nolet 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 her a debt allegedly incurred for personal, family or household purposes.

5. Defendant Nationwide Credit, Inc. (“Nationwide”) is a foreign corporation with its principal offices located at 1000 Abernathy Road, Suite 200, Atlanta, GA, 30328.

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

7. Nationwide is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes. Nationwide is a debt collector as defined in 15 U.S.C. § 1692a.

FACTS

8. On or around January 4, 2017, Nationwide mailed a debt collection letter to Plaintiff regarding an alleged debt owed to “Chase Bank USA, N.A.” A copy of this letter is attached to this complaint as Exhibit A.

9. Upon information and belief, the alleged debt that Nationwide was attempting to collect was a consumer credit card account, used only for personal, family, or household purposes.

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

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

12. Exhibit A is dated January 4, 2017.

13. Upon information and belief, Exhibit A was actually sent to Plaintiff on January 4, 2017

14. On or around February 4, 2017, Nationwide mailed another debt collection letter to Plaintiff regarding the alleged debt owed to Chase. A copy of this letter is attached to this complaint as Exhibit B.

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

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

17. Exhibit A is dated February 4, 2017.

18. Upon information and belief, Exhibit B was actually sent to Plaintiff on February 4, 2017, exactly 30 days after Exhibit A was sent to Plaintiff.

19. Exhibit B thus misstates the amount of time intervening between Nationwide's transmittal of Exhibit A and Exhibit B to Plaintiff.

20. Moreover, Exhibit B falsely and misleadingly implies that the 30-day FDCPA validation period has already expired when Nationwide mailed Exhibit A. The validation period runs from the date that the consumer *receives* the letter, not when the debt collector mails it. Thus, the validation period had not expired when Nationwide sent Exhibit B to Plaintiff.

21. On or about April 14, 2017, Nationwide mailed yet another debt collection letter to Plaintiff regarding the alleged debt owed to Chase. A copy of this letter is attached to this complaint as Exhibit C.

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

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

24. Exhibit C contains a settlement offer in the amount of \$7,366.01

25. Additionally, Exhibit C includes payment schedule for the settlement offer as follows:

You can settle this account according to the payment arrangement shown in the table below:

Payment No.	Payment Recieved by NCI	Payment Amount	Payment No.	Payment Recieved by NCI	Payment Amount
1	04/27/2017	\$3,684.00			
2	05/30/2017	\$334.73			
3	06/27/2017	\$334.73			
4	07/27/2017	\$334.73			
5	08/28/2017	\$334.73			
6	09/27/2017	\$334.73			
7	10/27/2017	\$334.73			
8	11/27/2017	\$334.73			
9	12/27/2017	\$334.73			
10	01/29/2018	\$334.73			
11	02/27/2018	\$334.73			
12	03/27/2018	\$334.71			

This offer is contingent upon NCI receiving the payment pursuant to the payment schedule outlined in this letter.

26. The settlement offer in Exhibit C thus falsely states or implies that the settlement offer is valid only if the first payment is received in accordance to the schedule listed in above referenced table.

27. Upon information and belief, Nationwide had authority from Chase to settle consumers' accounts for 30% of the amount owed, or less, at any time.

28. Statements such as a settlement offer is a "limited time offer," or that the offer expires on a specific date, or that payments must be received by that date, are false and misleading because the same offer is, upon information and belief, available at any time.

29. Such false statements are material false statements, as they impart in the unsophisticated consumer, a false belief that he or she must hurry to take advantage of a limited-time opportunity, when in reality, there is no such time limit.

30. The Seventh Circuit has established "safe harbor" language regarding settlement offers in collection letters:

As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collector's including with the offer the following language: "We are not obligated to renew this offer." The word

“obligated” is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

Evory v. RJM Acquisitions Funding L.L.C., 505 F.3d 769, 775-76 (7th Cir. 2007).

31. Nationwide did not use the safe harbor language in Exhibit C.

32. Upon information and belief, the deadline in Exhibit C to respond to the settlement offer is a sham. There is no actual deadline. The sole purpose of the purported deadline is to impart in the consumer a false sense of urgency.

33. Plaintiff was confused by Exhibits A-C.

34. The unsophisticated consumer would be confused by Exhibits A-C.

35. Plaintiff had to spend time and money investigating Exhibits A-C and the consequences of any potential responses to Exhibits A-C.

36. Plaintiff had to take time to obtain and meet with counsel, including travel to counsel’s office by car and its related expenses (including but not limited to the cost of gasoline and mileage), to advise Plaintiff on the consequences of Exhibit A-C.

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

38. 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”).

COUNT I - FDCPA

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

40. Exhibit B falsely represents the amount of time which intervened between the transmittal of that letter and Defendant’s first letter to Plaintiff, Exhibit A.

41. Exhibit B falsely implies that the FDCPA validation period had expired when it had not.

42. Defendant violated 15 U.S.C. §§ 1692e and 1692e(10).

COUNT II - FDCPA

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

44. Exhibit C includes false statements to the effect that the settlement offer is for a limited time only.

45. Upon information and belief, the creditor and/or Nationwide would settle Plaintiff's and class members' alleged debts at the offered discount and likely for less at any time, regardless of the supposed deadline.

46. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

CLASS ALLEGATIONS

47. Plaintiff bring this action on behalf of two proposed classes.

48. Class I (the "False Time-frame" class) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, and (c) and who were sent a collection letter in the form represented by Exhibit B to the complaint in this action, less than 31 days after the Exhibit A was mailed, (d) seeking to collect a debt for personal, family, or household purposes, (e) between October 12, 2016 and October 12, 2017, inclusive, (f) that was not returned by the postal service.

49. Class II (the "Limited-time Settlement" class) consists of (a) all natural persons in the State of Wisconsin (b) who were sent an initial collection letter in the form represented by Exhibit C to the complain in this action, (c) seeking to collect a debt for personal, family, or household purposes, (d) between October 11, 2016, and October 11, 2017, inclusive, (e) that was not returned by the postal service.

50. The classes are so numerous that joinder is impracticable. On information and belief, there are more than 50 members of the Class.

51. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members.

The predominant common question is whether the Defendants complied with 15 U.S.C. § 1692e, 1692e(10).

52. Plaintiff's claims are typical of the claims of the respective class members. All are based on the same factual and legal theories.

53. 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.

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

JURY DEMAND

55. Plaintiff hereby demand 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: October 12, 2017

ADEMI & O'REILLY, LLP

By: s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000

(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

PERSONAL AND CONFIDENTIAL
PO BOX 26315
LEHIGH VALLEY PA 18002-6315

08061



002/C13/C13/01/04/2017/WI

ACCOUNT NUMBER:	XXXXXXXXXXXX8756
NCI ID:	3631
ACCOUNT BALANCE:	\$16,013.08
AMOUNT ENCLOSED:	

24-hour account access: myaccount.ncirm.com
o Change of address: Print New Address on Back



REMIT TO:



NATIONWIDE CREDIT, INC.
PO BOX 26314
LEHIGH VALLEY PA 18002-6314



63858-04A
Lorie Nolet
2432 E RAMSEY AVE
Cudahy WI 53110-2403

3631 1

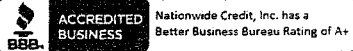
*** Please See Reverse Side of This Letter for Important Consumer Information ***

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window

Nationwide Credit, Inc.

PO BOX 26314
LEHIGH VALLEY PA 18002-6314
Monday-Thursday 9AM to 10PM ET, Friday 9AM to 7PM ET
1-866-428-0926
myaccount.ncirm.com

Current Creditor: CHASE BANK USA, N.A.
Account Number: XXXXXXXXXXXX8756
Account Balance: \$16,013.08
Date: 01/04/2017



Your outstanding balance with the above referenced creditor is past due and has been referred to Nationwide Credit, Inc. for collection. The Account Balance as of the date of this letter is shown above. The following options are available to help you resolve this account:

<p>Secure Online Portal: myaccount.ncirm.com is available 24 hours a day to schedule payments, negotiate alternatives, manage your account and more!</p> <p>Login using your NCI ID: 3631 and Password: Last four digits of your SSN</p>	<p>Pay by Mail: Send your check or money order to NATIONWIDE CREDIT, INC. PO BOX 26314, LEHIGH VALLEY, PA 18002-6314 Reference your NCI ID on your check or money order</p> <p>Pay by Phone: Toll free 1-866-428-0926</p>
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Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of a judgment against you and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This demand for payment does not eliminate your right to dispute this debt or inquire for more information about this debt, as described in the previous paragraphs.

We look forward to assisting you in resolving this account.

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

myaccount.ncirm.com

> 24-hour Access

> Make or Reschedule Payments

> Change your Contact Information

> Tell Us How You Would Like Us to Contact You

> And More...

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR OR CONSUMER COLLECTION AGENCY AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE		ZIP	-		WORK PHONE			
CITY								
ADDRESS								
ADDRESS								
LAST NAME								
FIRST NAME								

Exhibit B



Nationwide Credit, Inc.

PO BOX 26314
LEHIGH VALLEY PA 18002-6314
Monday-Thursday 9AM to 10PM ET, Friday 9AM to 7PM ET
1-866-428-0926
myaccount.ncirm.com

RE: CHASE BANK USA, N.A.
Account Number: XXXXXXXXXXXX8756
Account Balance: \$16,013.08
Settlement Amount: \$8,006.54
Date: 02/03/2017



myaccount.ncirm.com

➤ 24-hour Access

➤ Make,
Cancel or
Reschedule
Payments

➤ Settle
Your
Account

➤ Update
Your
Contact
Information

➤ Tell Us How
to Contact
You

And More...

Nationwide Credit, Inc. previously sent you a letter, more than thirty (30) days ago, advising you that your past due account was placed with us for collection. The Account Balance as of the date of this letter is shown above.

We are offering you an opportunity to settle this account for only **\$8,006.54**, saving you **\$8,006.54** on the balance owed! This offer is valid for a one-time payment of the settlement amount and is due on or before **02/17/2017**. We are not obligated to renew this settlement offer.

You may accept this settlement, see other options available to you and manage your account online using the following process:

1. Visit myaccount.ncirm.com
2. Login using your NCI ID [REDACTED] 3631 and the last four digits of your SSN as the password



You can also call us at 1-866-428-0926 to speak with one of our associates or you may choose to send us a payment using the coupon below.

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

C05
080614/092514

*** Please See Reverse Side of This Letter for Important Consumer Information ***

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window

PERSONAL AND CONFIDENTIAL
PO BOX 26315
LEHIGH VALLEY PA 18002-6315

01048



002/C05/580/02/03/2017/WI

66369-06A7***AUTO**MIXED AADC 350
Lorie Nolet
2432 E RAMSEY AVE
Cudahy WI 53110-2403

ACCOUNT NUMBER:	XXXXXXXXXXXX8756
NCI ID:	[REDACTED] 3631
ACCOUNT BALANCE:	\$16,013.08
AMOUNT ENCLOSED:	

24-hour account access: <https://myaccount.ncirm.com>
o Change of address: Print New Address on Back

REMIT TO:

|||||
NATIONWIDE CREDIT, INC.
P.O. BOX 26314
LEHIGH VALLEY PA 18002-6314

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR OR CONSUMER COLLECTION AGENCY AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTE CHANGES ONLY

FIRST NAME	<input type="text"/>	MI	<input type="text"/>
LAST NAME	<input type="text"/>		
ADDRESS	<input type="text"/>		
	<input type="text"/>		
CITY	<input type="text"/>	HOME PHONE	<input type="text"/> <input type="text"/> <input type="text"/>
STATE	<input type="text"/>	ZIP	<input type="text"/> - <input type="text"/>
		WORK PHONE	<input type="text"/> <input type="text"/> <input type="text"/>

3 Steps to Accept the Settlement Offer

NCI's Secure Online Portal website allows you the flexibility to accept the settlement offer on the enclosed letter at your own convenience 24/7. Follow the 3 steps below to accept the settlement offer before it expires.

Step 1: Login to your account – Visit <https://myaccount.ncirm.com>



Log in

Make quick and secure payments, manage your account, make an offer, review payment options & offers

Nationwide Credit ID Number

(You can find this ID in any correspondence from us)

Password

(Default password mentioned in any correspondence from us) OR (Last four digits of your SSN)

Enter the NCI ID on the enclosed letter here

Enter the last 4 digits of your Social Security Number

Step 2: Accept Mail Settlement Offer

Accept Mail Settlement Offer I have received a letter with a settlement offer. I would like to accept the offer.

Select

How many months do you need to pay \$ xxxx.xx ?

When can you make the first payment?*

Fields indicated with (*) are mandatory.

Continue Cancel

1 st payment of	\$xxxx.xx	scheduled on	mm/dd/yyyy
2 nd payment of	\$xxxx.xx	scheduled on	mm/dd/yyyy
Total	\$xxxx.xx		

By clicking Submit Offer, you agree that you are offering to settle your account under the terms outlined above.

Submit Cancel

Click Select to view and review the settlement offer

Select the number of months you need to pay from the dropdown. The options available here will be based on the specific offer you received in the enclosed letter.

Select the date for the first payment from the available dates by clicking on the calendar and then click on Continue

Verify the payment dates and amounts before clicking Submit

Step 3: Fill in your payment details

Account Type*: Checking Savings


Account Holder's Last Name*:

Account Holder's First Name*:

Bank Account Number*:

Re-enter Bank Account Number*:

Routing Number*:



Enter details of the bank account from which you wish to make the payment. You will have the opportunity to review all the information again on the next page before the payment is submitted for processing.

Alternatively, you can also pay using the **EZ payments** option on the website without logging in to your account. Just enter your NCI ID to get started. Enter the settlement amount and payment details on the subsequent pages to complete the payment.

Exhibit C



ACCOUNT NUMBER:	XXXXXXXXXXXX8756
NCI ID:	3631
ACCOUNT BALANCE:	\$16,013.08
AMOUNT ENCLOSED:	


24-hour account access: <https://www.myaccount.ncirm.com>

o Change of address: Print New Address on Back



REMIT TO:


NATIONWIDE CREDIT, INC.
 PO Box 14581
 Des Moines IA 50306-3581


 67067-17B
 Lorie Nolet
 2432 E RAMSEY AVE
 Cudahy WI 53110-2403

3631 1

*** Please See Reverse Side of This Letter for Important Consumer Information ***

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window



Nationwide Credit, Inc.

PO Box 14581
 Des Moines, IA 50306-3581
 Monday-Thursday 9AM to 10PM ET, Friday 9AM to 7PM ET
 1-866-428-0926



NCI ID: 3631
 Current Creditor: CHASE BANK USA, N.A.
 Account Number: XXXXXXXXXXXX8756
 Account Balance: \$16,013.08
 Settlement Offer: \$7,366.01
 Date: 04/14/2017



myaccount.ncirm.com



> 24-hour Access

> Make or Reschedule a Payment

> Arrange a Settlement

> Change Your Contact Information

> And More...

Dear LORIE NOLET

Nationwide Credit, Inc. sent you a letter, more than thirty (30) days ago, advising you that your past due account was placed with us for collection. The Account Balance as of the date of this letter is shown above.

You can settle this account according to the payment arrangement shown in the table below:

Payment No.	Payment Received by NCI	Payment Amount	Payment No.	Payment Received by NCI	Payment Amount
1	04/27/2017	\$3,684.00			
2	05/30/2017	\$334.73			
3	06/27/2017	\$334.73			
4	07/27/2017	\$334.73			
5	08/28/2017	\$334.73			
6	09/27/2017	\$334.73			
7	10/27/2017	\$334.73			
8	11/27/2017	\$334.73			
9	12/27/2017	\$334.73			
10	01/29/2018	\$334.73			
11	02/27/2018	\$334.73			
12	03/27/2018	\$334.71			

This offer is contingent upon NCI receiving the payment pursuant to the payment schedule outlined in this letter.

Secure Online Portal: myaccount.ncirm.com is available 24 hours a day to schedule payments, negotiate alternatives, manage your account and more! Login using your NCI ID: 3631 and Password: Last four digits of your SSN	Pay by Mail: Send a check or money order to Nationwide Credit, Inc. PO Box 14581 Des Moines, IA 50306-3581 Reference your NCI ID on your check or money order
	Pay by Phone: Toll free 1-866-428-0926

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

Sincerely,

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.



3 Steps to Accept the Settlement Offer

NCI's Secure Online Portal website allows you the flexibility to accept the settlement offer in the enclosed letter at your own convenience 24/7. Follow the 3 steps below to accept the settlement offer before it expires.

Step 1: Log in to your account - Visit <https://myaccount.ncirm.com>

Log In
 Make quick and secure payments, manage your account, make an offer, review payment options & offers

Nationwide Credit ID Number
(You can find this ID in any correspondence from us)

Password
(Default password: #replaced in any correspondence from us) OR (Last four digits of your SSN)

Enter the NCI ID on the enclosed letter here

Enter the last 4 digits of your Social Security Number

Step 2: Accept Mail Settlement Offer

Accept Mail Settlement Offer I have received a letter with a settlement offer. I would like to accept the offer.

Select

Click Select to view and review the settlement offer

How many months do you need to pay \$ xxxxx.xx?

Select

Select the number of months you need to pay from the dropdown. The options available here will be based on the specific offer you received in the enclosed letter.

When can you make the first payment?*

Fields indicated with (*) are mandatory.

Continue Cancel

Select the date for the first payment from the available dates by clicking on the calendar and then click on Continue.

1st payment of \$xxxx.xx scheduled on mm/dd/yyyy

2nd payment of \$xxxx.xx scheduled on mm/dd/yyyy

3rd payment of \$xxxx.xx scheduled on mm/dd/yyyy

Verify the payment dates and amounts before clicking Submit.

Submit Cancel

Step 3: Fill in your payment details

Account Type*: Checking Savings

Account Holder's Last Name*: _____

Account Holder's First Name*: _____

Bank Account Number*: _____

Re-enter Bank Account Number*: _____

Routing Number*: _____

Enter the details of the bank account from which you wish to make the payment. You will have the opportunity to review all the information again on the next page before the payment is submitted for processing.

Alternatively, you can also pay using the **EZ payments** option on the website without logging in to your account. Just enter your NCI ID to get started. Enter the settlement amount and payment details on the subsequent pages to complete the payment.

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

Loralie Nolet

(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

Nationwide Credit, Inc.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

October 12, 2017

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IEP _____

JUDGE _____

MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

LORALIE NOLET

Plaintiff(s)

v.

NATIONWIDE CREDIT, INC.

Defendant(s)

Civil Action No. 17-cv-****

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
NATIONWIDE CREDIT, INC.
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

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

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

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nationwide Credit Misstated Date Collection Letter Was Sent, Lawsuit Alleges](#)
