

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

BILL ROSS, Individually and on Behalf of All Others Similarly Situated,	)	Case No.: 18-cv-166
	)	
Plaintiff,	)	<b>CLASS ACTION COMPLAINT</b>
vs.	)	
	)	<b>Jury Trial Demanded</b>
TRS RECOVERY SERVICES INC. and TELECHECK SERVICES INC.,	)	
	)	
Defendants.	)	

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**INTRODUCTION**

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

**JURISDICTION AND VENUE**

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

**PARTIES**

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

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

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

6. Defendant TRS Recovery Services, Inc. (“TRS”) is a foreign corporation with its principal place of business located at 14141 Southwest Freeway, Suite 300, Sugarland, Texas 77478.

7. TRS does substantial business in Wisconsin and maintains a registered agent for service of process in Wisconsin at Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

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

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

10. TRS is licensed as a “Collection Agency” by the Division of Banking in the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

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

12. Defendant Telecheck Services, Inc. (“Telecheck”) is a foreign corporation with its principal place of business located at 14141 Southwest Freeway, Suite 300, Sugarland, Texas 77478.

13. Telecheck does substantial business in Wisconsin and maintains a registered agent for service of process in Wisconsin at Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

14. Upon information and belief, Telecheck purchases and owns consumer debts and TRS collects those debts on Telecheck’s behalf.

15. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Penn. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697, at \*20-22 (E.D. Penn. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”).

16. The primary purpose of Telecheck’s business, and Telecheck’s principal purpose, is the collection of consumer debts. *See Bass v. Stolper, Koritzinsky, Brewster & Neider, S.C.*, 111 F.3d 1322, 1325-26 (7th Cir. 1997) (dishonored checks are “debts” under 15 U.S.C. § 1692a(5)).

17. Telecheck and TRS are wholly owned subsidiaries of the First Data Corporation. The Form 424B3 First Data filed with the Securities and Exchange Commission states:

Pursuant to final rules published by the CFPB [Consumer Financial Protection Bureau], in the areas of check verification and consumer debt collection, two of the Company’s subsidiaries, Telecheck Services Inc. and TRS Recovery Services, Inc., are subject to CFPB oversight, supervision and examination.

...

The majority of the TeleCheck Services, Inc. (“Telecheck”) business involves the guarantee of checks received by merchants. If the check is returned, TeleCheck is required to purchase the check from the merchant at its face value and pursue collection from the check writer. A provision for estimated check returns, net of anticipated recoveries, is recorded at the transaction inception based on recent history.

18. Telecheck's principal purpose is the collection of debts. The primary purpose of like Telecheck is debt collection. *See, eg. Mitchell v. LVNV Funding, LLC*, No. 2:12-CV-523-TLS, 2017 U.S. Dist. LEXIS 206440 \*16 (N.D. Ind. Dec. 15, 2017) (“[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,’ and ... ‘[d]ebt buyers don't buy debts to use them as wallpaper, but to turn them into money’” (quoting Pl.’s Reply Br.)).

19. Telecheck is also engaged in the business of a debt collector under Wisconsin law, in that it purchases and receives assignment of consumer debts that are in default at the time Telecheck acquires them.

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

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

22. Telecheck is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of the consumer debt arising from Plaintiff’s defaulted check. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

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

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

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

[https://www.wdfi.org/wca/business\\_guidance/creditors/debt\\_collection/](https://www.wdfi.org/wca/business_guidance/creditors/debt_collection/).

25. Telecheck engages third-party debt collectors like TRS, to collect consumer debts owed to Telecheck.

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

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

### **FACTS**

28. Sometime on or before September 18, 2017, Plaintiff brought his personal vehicle to Quick Motors, a Milwaukee mechanic shop, for mechanical repairs.

29. Plaintiff approved a work order estimate for up to \$159.00. Plaintiff was not required to pay for the mechanical services at the time they were rendered. Instead, Defendant billed Plaintiff after service. Thus, payment was deferred by agreement.

30. When Plaintiff picked up his car, he was told that the repair services cost \$478.67.

31. Not realizing the billed amount greatly exceeded the estimate, Plaintiff tendered a check in the amount of \$478.67.

32. Upon realizing the discrepancy, Plaintiff put a “Stop Payment” order on the check.

***September 30, 2017 Letter***

33. On or about September 30, 2017, TRS mailed a debt collection letter to Plaintiff regarding an alleged debt owed to Telecheck. A copy of this letter is attached to this complaint as Exhibit A.

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

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

36. Upon information and belief, Exhibit A is the first debt collection letter TRS sent to Plaintiff regarding the alleged Telecheck debt.

37. Upon information and belief, Exhibit A was the first written communication Plaintiff received from TRS regarding the alleged debt referenced in Exhibit A.

38. Exhibit A contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:



Exhibit C.

42. Exhibit C overshadows, contradicts, and conflicts with the straightforward dispute process statutorily mandated by the FDCPA because it implies to the unsophisticated consumer that he must include a reason for the dispute and a “detailed description of [the] dispute.”

43. Nothing in 15 U.S.C. § 1692g(a) requires the consumer to explain to the debt collector the reason for the dispute. In fact, the Seventh Circuit has held that a consumer may dispute a debt for any reason or no reason. *DeKoven v. Plaza Assocs.*, 599 F.3d 578, 582 (7th Cir. 2010). *See also Frey v. Satter, Beyer & Spires*, 1999 U.S. Dist. LEXIS 6912 (N.D. Ill. Apr. 30, 1999); *Whitten v. ARS Nat’l Servs.*, 2002 U.S. Dist. LEXIS 10828 (N.D. Ill. June 17, 2002); *Mikolajczyk v. Universal Fid., LP*, 2017 U.S. Dist. LEXIS 24587, at \*9 (E.D. Wis. Feb. 22, 2017).

44. Exhibit A also contains the following:

Your file has been assigned to the Recovery Department where it will be given to a professional collection agent. Please be advised that we may take reasonable steps to contact you and secure payment of the balance in full or an understanding of why this transaction was stopped.

Exhibit A.

45. The statement that “we may take reasonable steps to contact you and secure . . . an understanding of why this transaction was stopped,” also conflicts with, contradicts, and overshadows the statutory validation notice because it implies to the unsophisticated consumer that he does not need to provide written notification of his dispute within the thirty day period.

46. Additionally, by indicating that TRS and/or the “Recovery Department” “may take reasonable steps to contact you to secure payment of the balance in full or an understanding of why this transaction was stopped,” Exhibit A is misleading as to whether or not TRS is actually demanding payment of the total amount due.



47. The unsophisticated consumer may believe simply providing an explanation for why the transaction was stopped would result in TRS as well as Telecheck ceasing collection activities.

48. Moreover, despite informing the consumer that the account has been “assigned” to the “Recovery Department,” Exhibit A contains no explanation of what the Recovery Department is or what the consequence of the assignment of alleged debt to the Recovery Department may be.

49. Exhibit A also contains the following:

<b>Orig. Creditor:</b>	Quick Motors Inc.	<b>Date Written</b>	September 18, 2017
<b>Current Creditor:</b>	Telecheck Services, Inc.	<b>Check Number</b>	238
<b>Principal Amount:</b>	\$478.67	<b>Returned:</b>	Stop payment
<b>Total Amount Due:</b>	\$478.67	<b>Reference #:</b>	██████████5000

Exhibit A.

50. Although the “Principal Amount” is equal to the “Total Amount Due,” Exhibit A separately itemizes a “Principal Amount,” along with the “Total Amount Due.”

51. Itemizing the “Principal Amount,” alongside the “Total Amount Due,” implies to the unsophisticated consumer that the “Total Amount Due,” may later exceed the “Total Amount Due,” and threatens the unsophisticated consumer with the prospect that the “Total Amount” may be subject to increase because of an arbitrary collection fee.

***October 28, 2017 Letter***

52. On or about October 28, 2017, less than thirty days after mailing Exhibit A, TRS mailed another debt collection letter to Plaintiff regarding the alleged Telecheck debt. A copy of this letter is attached to this complaint as Exhibit D.

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

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

55. Exhibit D is prominently labeled “SECOND NOTICE.”

56. Exhibit D also contains the following:

This is your final notice prior to assignment of this file to our Recovery Department. A professional collection agent will then contact you by telephone.

Exhibit D.

57. The statement in Exhibit D that “this is your final notice prior to assignment of this file to our Recovery Department,” directly conflicts and contradicts the statement in Exhibit A that the account had been “assigned to the Recovery Department.” *Compare Exhibit D with Exhibit A.*

58. The conflicting statements regarding the status of the file and whether it had been assigned to the “Recovery Department” are material statements.

59. Because Exhibit A advised the consumer that a professional collection agent from the TRS “Recovery Department” would contact him to “secure . . . an understanding of why this transaction was stopped,” the consumer may have been waiting from the TRS agent to call, and planning to raise his dispute at that time.

60. Exhibit D, which would have been received shortly before the end of the validation period stated in Exhibit A, informs the consumer---who has been waiting for the TRS Recovery Department agent to call so that he may dispute his debt---that the file has not yet been assigned to the agent but that he would be contacted by telephone shortly thereafter.

61. The implication that the consumer may dispute the debt by phone when a collection agent calls, is a materially misleading statement because it deceives the unsophisticated consumer into foregoing his rights to prevent the debt collector from assuming

the validity of the debt, as well as his rights to trigger verification of the debt by providing written notification within the thirty day validation period. See 15 U.S.C. § 1692g(a)(3), (4), and (5).

62. Exhibit D also contains the following:

**WE FULLY INTEND TO RESOLVE THIS DEBT**

This is your final notice prior to assignment of this file to our Recovery Department. A professional collection agent will then contact you by telephone.

Exhibit D.

63. Exhibit D, which would have been received during the statutory validation period, contradicts and overshadows the statutory validation notice because the unsophisticated consumer would understand Exhibit D, which does not reference the consumer’s rights to require the debt collector to verify the debt or cease its collection attempts, as demanding payment during the validation period.

64. Exhibit D also contains the following:

<b>Merchant:</b>	Quick Motors Inc.	<b>Date Written</b>	September 18, 2017
<b>Current Creditor:</b>	TeleCheck	<b>Check Number</b>	238
<b>Amount:</b>	\$478.67	<b>Returned:</b>	Stop payment
<b>Returned Check Fee:</b>	\$0.00	<b>Reference #:</b>	██████████5000
<b>Total Due:</b>	\$478.67		

Exhibit D.

65. Exhibit D itemizes a “Returned Check Fee” in the amount of \$0.00.

66. Itemizing a “Returned Check Fee” in the amount of \$0.00 threatens the unsophisticated consumer with the possibility that Defendants will arbitrarily impose a “Returned Check Fee” if the consumer does not pay the debt in full. See *Tylke v. Diversified Adjustment Serv.*, 2014 U.S. Dist. LEXIS 153281, at \*7 (E.D. Wis. Oct. 28, 2014) (“the inclusion

of a collection fee, even one showing a balance of zero, could imply the future possibility of one.”).

67. Neither Defendant was the merchant or creditor at the time the check was dishonored and TRS---a licensed Collection Agency---cannot arbitrarily impose a returned check fee that was not incurred by the merchant or actually imposed by a financial institution. *See Wis. Admin. Code DFI-Bkg 74.11(2)*.

68. A statement in a debt collection letter that the debt collector may impose fees that cannot be imposed violates the FDCPA as a matter of law. *Boucher v. Fin. Sys. of Green Bay*, No. 17-2308, 2018 U.S. App. LEXIS 1094 \*9-10 (7th Cir. Jan. 17, 2018).

69. By the time that Plaintiff attempted to exercise his rights to dispute the debt, the 30-day validation period had lapsed.

70. The FDCPA does not allow debt collectors to pick and choose when they will provide verification and when they will not. *McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003) (failing to direct consumers to communicate disputes in writing violated the FDCPA because, “[a]lthough a debt collector *may* provide verification upon *oral* notification of the dispute, the debt collector *must* provide verification upon *written* notification.”) (emphasis in original); *see also Crafton v. Law Firm of Levine*, 957 F. Supp. 2d 992, 998 (E.D. Wis. July 9, 2013).

71. Plaintiff was confused and misled by Exhibits A and D.

72. The unsophisticated consumer would be confused by Exhibits A and D.

73. Plaintiff had to spend time and money investigating Exhibits A and D, and the consequences of any potential responses to Exhibits A and D.

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

### ***The FDCPA***

75. 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.”); *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).

76. 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”).

77. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

78. 15 U.S.C. § 1692e(2)(a) specifically prohibits “the false representation of the character, amount, or legal status of any debt.”

79. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

80. 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.”

81. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

82. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

83. 15 U.S.C. § 1692g(a) states:

**(a) Notice of debt; contents**

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

(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.

84. 15 U.S.C. § 1692g(b) prohibits any collection activity which would “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.”

***The WCA***

85. 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).

86. 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).

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

88. “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.

89. 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.

90. 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).

91. 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).

92. 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.*

93. 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.”

94. 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.”

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

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

97. The policies and procedures of licensed collection agencies are governed, in part, by Wis. Admin. Code Ch. DFI-Bkg 74 (“Collection Agencies”).

98. With specifically enumerated exceptions, a licensed collection agency “may not charge the debtor any fee, handling charge, mileage costs or other out-of-pocket expenses incurred in the collection of an account.” Wis. Admin. Code § DFI-Bkg 74.11(2)(a).

99. As relating to checks returned to the licensee for any reason, including checks returned for not-sufficient funds (“NSF checks”), licensed collection agencies may charge

“actual charges assessed by a financial institution . . . provided the charge is not the result of a licensee prematurely depositing a post-dated check.” Wis. Admin. Code § DFI-Bkg 74.11(2)(b).

100. The Wisconsin Department of Financial Institutions has found that "conduct which violates the Federal Fair Debt Collection Practices Act" can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) ("Oppressive and deceptive practices prohibited.").

### **COUNT I – FDCPA**

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

102. Defendants’ contradictory statements about whether Plaintiff’s account had been assigned to TRS’ “Recovery Department” are false, deceptive, misleading, and confusing statements intended to intimidate Plaintiff into paying the debt rather than disputing it. *See Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629 (7th Cir. 2009) (“Confusing language in a dunning letter can have an intimidating effect by making the recipient feel that he is in over his head and had better pay up rather than question the demand for payment.”).

103. The statement in Exhibit A, that the “Recovery Department” would “secure . . . an understanding of why the transaction was stopped” contradicts and overshadows the statutory validation notice, which requires that consumers dispute debts within thirty days, and that the communicate disputes in writing to trigger debt verification.

104. The statement in Exhibit D that the file had not yet been assigned to the “Recovery Department” also contradicts and overshadows the statutory validation notice that was provided in Exhibit A because it implies to the unsophisticated consumer that he should dispute the debt orally when collection agent calls, presumably outside of the thirty-day validation period.

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

**COUNT II – FDCPA**

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

107. Exhibit D, which would have been received during the statutory validation period, contradicts and overshadows the statutory validation notice because the unsophisticated consumer would understand Exhibit D, which does not reference the consumer's rights to require the debt collector to verify the debt or cease its collection attempts, as demanding payment during the validation period.

108. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10), and 1692g(b).

**COUNT III – FDCPA**

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

110. Exhibits A, B, and C contradict and overshadow the statutory validation notice by implying to the unsophisticated consumer that he must provide a reason for his dispute when he can dispute a debt for no reason at all. *DeKoven v. Plaza Assocs.*, 599 F.3d 578, 582 (7th Cir. 2010); *see Frey v. Satter, Beyer & Spires*, 1999 U.S. Dist. LEXIS 6912 (N.D. Ill. Apr. 30, 1999); *Whitten v. ARS Nat'l Servs.*, 2002 U.S. Dist. LEXIS 9385 (N.D. Ill. May 23, 2002); *Mikolajczyk v. Universal Fid., L.P.*, 2017 U.S. Dist. LEXIS 24587, at \*5-6 (E.D. Wis. Feb. 22, 2017).

111. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10), and 1692g(b).

**COUNT IV – FDCPA**

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

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

114. Exhibits A and D falsely threaten the unsophisticated consumer with the prospect that Defendants may impose a “Returned Check Fee” even though Defendants did not intend to impose such a fee.

115. Exhibits A and D falsely threaten the unsophisticated consumer with the prospect that Defendants may impose a “Returned Check Fee” even though Defendants could not impose such a fee under Wisconsin law. *Boucher v. Fin. Sys. of Green Bay*, No. 17-2308, 2018 U.S. App. LEXIS 1094 \*9-10 (7th Cir. Jan. 17, 2018).

116. Defendants violated 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), 1692f, and 1692f(1).

#### **COUNT V – WCA**

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

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

119. Exhibits A and D falsely threaten the unsophisticated consumer with the prospect that Defendants may impose a “Returned Check Fee” even though Defendants did not intend to impose such a fee.

120. Exhibits A and D falsely threaten the unsophisticated consumer with the prospect that Defendants may impose a “Returned Check Fee” even though Defendants could not impose such a fee under Wisconsin law.

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

### **COUNT VI – WCA**

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

123. Count VI is brought against Defendant TRS.

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

125. Exhibits A-D violate the FDCPA.

126. TRS violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

### **CLASS ALLEGATIONS**

127. Plaintiff brings this action on behalf a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a series of collection letters by TRS in the form of Exhibit A and Exhibit D, (d) seeking to collect a debt for personal, family or household purposes, (e) on or after January 30, 2017 and up to and including January 30, 2018, (f) that were not returned by the postal service.

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

129. 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 Exhibits A-D violate the FDCPA and/or the WCA.

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

131. 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.

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

**JURY DEMAND**

133. Plaintiff hereby demands a trial by jury.

**PRAYER FOR RELIEF**

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

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

Dated: January 30, 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**





## **Validation Notice**

Unless you notify this office within thirty (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 thirty (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 the judgment and mail you a copy of such verification or judgment. If you request of this office in writing 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 is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

If you have a dispute or inquiry, please write or fax to:

TRS Recovery Services, Inc.  
P.O. Box 4812  
Houston, TX 77210-4812  
Fax: 402.916.8140

Or if you would like to complete the online inquiry or dispute form, please visit our website at [www.firstdata.com/trsrecovery](http://www.firstdata.com/trsrecovery). The form may be faxed or mailed to the number/address provided.

TRS Recovery Services, Inc. is required under certain state laws to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

**For Wisconsin Residents:** This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

## **TELECHECK PRIVACY STATEMENT** **HOW WE PROTECT CONSUMER PRIVACY DURING DEBT COLLECTION:**

The following privacy notice of current creditor, TeleCheck Services, Inc., has been included in order to reduce the number of communications you receive.

Protecting consumer privacy is important to TeleCheck Services, Inc. This Privacy Statement provides you with information about TeleCheck Services, Inc.'s collection and use of non-public personal information about our current and former customers.

*TeleCheck Services, Inc. may collect nonpublic personal information about you from the following sources:* (1) information we, or our clients such as retailers and financial institutions, receive from you on checks, applications or other forms; (2) information about your transactions with us, our clients such as retailers and financial institutions, our affiliates, or others; (3) information we receive from other companies; and (4) information we receive from other consumer reporting agencies and financial institutions. *The types of personal information from the above sources that TeleCheck collects and shares can include:* social security numbers, drivers license numbers or other identification information; name, address and phone number; account balances and transactions; payment history; transaction or loss history; overdraft history; checking account information.

*Financial companies need to share customers' personal information to run their everyday business.* TeleCheck may share personal information with affiliated and non-affiliated companies (both financial and non-financial companies) for everyday business purposes. For instance, we may use it to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

*To protect your personal information from unauthorized access and use, we use security measures that comply with federal law.* These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees who need to know that information to perform their job duties.

Please send GENERAL CORRESPONDENCE to the following address:

**TRS RECOVERY SERVICES, INC.**  
**PO BOX 4812**

**HOUSTON TX 77210-4812** 200166 Filed 01/30/18 Page 3 of 3 Document 1-1

# Exhibit B



## Dispute/Validate a Debt

### How to dispute or object to a debt with TRS Recovery Services, Inc.

If you have a dispute or concern related to the item on which TRS Recovery Services, Inc. is collecting, then you may send a letter to TRS or complete the form below so that TRS may research your dispute and/or objection. Please allow 30 days for TRS to process and respond to your dispute.

If you choose to send a letter, you may download and complete the document provided at the bottom of the page or include in your correspondence your first and last name, mailing address, bank routing and account number, and your state issued ID or driver's license number. In addition, please include the name of the merchant or financial institution, and the TRS Reference number (located on the upper right-hand section of your Collection Notice) or a specific description to identify the item in question. Please include a phone number where you may be reached during business hours and fax or mail this information to:

**TRS Recovery Services, Inc.**  
Attention: Compliance Department  
P.O. Box 4812  
Houston, TX 77200-4812  
Fax: 402.916.8140

If you choose to submit the form below, please complete the fields and attach any applicable documentation.

First Name*	M	Last Name*
Address*		
City*	State	Zip*
Phone Number	Email Address*	
Driver License Number/State ID	State	Social Security Number
Financial Institution	State	
Routing Number	Bank Account Number	
Choose One		
Item in Dispute - Name of Merchant or Financial Institution*	Debtline or Collection Code*	
Add another dispute		
Comments		
Attach Files		
Signature*	01/30/2018	
<small>© 2018 TRS Recovery Services, Inc. All rights reserved.   Privacy Policy   Contact Us</small>		
Submit →		

[Dispute Form](#)  
[Download PDF - 40 KB](#)

# Exhibit C



# Exhibit D



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

TRS Recovery Services, Inc. is required under certain state laws to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

**For Wisconsin Residents:** This collection agency is licensed by the Division of Banking, P.O. Box 7876, Madison, WI 53707. (Do not send payments to this address.)

**TELECHECK PRIVACY STATEMENT**  
**HOW WE PROTECT CONSUMER PRIVACY DURING DEBT COLLECTION:**

The following privacy notice of current creditor, TeleCheck Services, Inc., has been included in order to reduce the number of communications you receive.

Protecting consumer privacy is important to TeleCheck Services, Inc. This Privacy Statement provides you with information about TeleCheck Services, Inc.'s collection and use of non-public personal information about our current and former customers.

*TeleCheck Services, Inc. may collect nonpublic personal information about you from the following sources:* (1) information we, or our clients such as retailers and financial institutions, receive from you on checks, applications or other forms; (2) information about your transactions with us, our clients such as retailers and financial institutions, our affiliates, or others; (3) information we receive from other companies; and (4) information we receive from other consumer reporting agencies and financial institutions. *The types of personal information from the above sources that TeleCheck collects and shares can include:* social security numbers, drivers license numbers or other identification information; name, address and phone number; account balances and transactions; payment history; transaction or loss history; overdraft history; checking account information.

*Financial companies need to share customers' personal information to run their everyday business.* TeleCheck may share personal information with affiliated and non-affiliated companies (both financial and non-financial companies) for everyday business purposes. For instance, we may use it to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

*To protect your personal information from unauthorized access and use, we use security measures that comply with federal law.* These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees who need to know that information to perform their job duties.

Please send GENERAL CORRESPONDENCE to the following address:

**TRS RECOVERY SERVICES, INC.**

**PO BOX 4812**

**HOUSTON TX, 77210-4812**



# 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 BILL ROSS

(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

TRS RECOVERY SERVICES, INC., et al.

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

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

Attorneys (If Known)

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

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

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

- |   |                            |                            |  |                            |                            |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |  | <b>PTF</b>                 | <b>DEF</b>                 |
| 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	<b>PERSONAL INJURY</b>	<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	<b>PROPERTY RIGHTS</b>	<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	<b>SOCIAL SECURITY</b>	<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	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 495 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	<b>PRISONER PETITIONS</b>	<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"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<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"/> 443 Housing/Accommodations	<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"/> 444 Welfare	<b>IMMIGRATION</b>		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<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"/> 440 Other Civil Rights	<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 the Wisconsin Consumer Protection 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: January 30, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

BILL ROSS

Plaintiff(s)

v.

TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES INC.

Defendant(s)

Civil Action No. 18-cv-166

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
TRS RECOVERY SERVICES, 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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

BILL ROSS

Plaintiff(s)

v.

TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES INC.

Defendant(s)

Civil Action No. 18-cv-166

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
TELECHECK SERVICES 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: [Class Action Against TRS, Telecheck Questions Debt Collection Practices](#)

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