

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
GREEN BAY DIVISION**

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DOREAN A. SANDRI, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 1:18-cv-01208

FINANCE SYSTEM OF GREEN BAY, INC.;;  
and JOHN DOES,

Defendants.

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**CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FAIR DEBT  
COLLECTION PRACTICES ACT AND DEMAND FOR JURY TRIAL**

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Plaintiff, DOREAN A. SANDRI, individually and on behalf of all others similarly  
situated, brings this action against Defendants, FINANCE SYSTEM OF GREEN BAY, INC.  
("FSGB") and JOHN DOES. In support of her Complaint, Plaintiff says:

**I. PRELIMINARY STATEMENT**

1. Plaintiff, individually and on behalf of all others similarly situated, brings this  
action for Defendants' illegal practices which include using false, deceptive, and misleading  
practices in connection with its attempts to collect alleged consumer debts from Plaintiff and  
other similarly situated Wisconsin consumers.

2. Plaintiff alleges Defendants' collection practices violate the Fair Debt Collection  
Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.* Such collection practices include, *inter alia*,  
sending consumers written communications to collect debts which make false, deceptive, and  
misleading statements to consumers in an effort to coerce consumers and induce payment.

3. The FDCPA regulates the behavior of "debt collectors" (including collection  
agencies, collection attorneys, debt buyers) when attempting to collect a consumer debt.

Congress found "abundant evidence of the use of abusive, deceptive, and unfair debt collection

practices by many debt collectors” which “contribute to a number of personal bankruptcies, marital instability, loss of jobs, and invasions of individual privacy.” 15 U.S.C. § 1692(a). The FDCPA was expressly adopted “to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote uniform State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

4. A single violation is sufficient to establish liability. *Nielsen v. Dickerson*, 307 F.3d 623, 640 (7th Cir. 2002).

5. Although the FDCPA is not a strict-liability statute, “most infractions result in liability” without proof of *scienter* unless the specific infractions includes an element of intent or purpose or the debt collector can affirmatively prove a *bona fide* error under 15 U.S.C. § 1692k(c). *Oliva v. Blatt, Hasenmiller, Leibsker & Moore LLC*, 864 F.3d 492, 502 (7th Cir. 2017), *cert. denied*, 138 S. Ct. 1283 (2018).

6. Whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of the “unsophisticated debtor.” *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). “The unsophisticated consumer is uninformed, naive, and trusting, but possesses rudimentary knowledge about the financial world, is wise enough to read collection notices with added care, possesses reasonable intelligence, and is capable of making basic logical deductions and inferences.” *Williams v. OSI Educ. Servs., Inc*, 505 F.3d 675, 678 (7th Cir. 2007) (internal editing notations and quotation marks omitted).

7. To prohibit deceptive practices, the FDCPA, at 15 U.S.C. § 1692e, outlaws a debt collector’s use of a false, deceptive, and misleading representation or means when collecting debts and includes a non-exclusive list of specific conduct which constitutes *per se* violations of § 1692e.

8. Similar to § 1692e, 15 U.S.C. § 1692f, bars a debt collector from using any unfair or unconscionable means when collecting or attempting to collect a debt and includes a non-exclusive list of specific conduct which constitutes *per se* violations of § 1692f.

9. At 15 U.S.C. § 1692g(a), the FDCPA requires a debt collector to disclose to the consumer certain material information either in the debt collector's initial communication or within five days after the initial communication. At 15 U.S.C. § 1692g(b), the FDCPA restrains a debt collector from conduct and communications which would overshadow or be inconsistent with the rights disclosed pursuant to § 1692g(a).

10. A debt collector who fails to comply with any provision of the FDCPA with respect to any person is liable to that person for actual damages (if any), statutory damages, costs, and reasonable counsel fees. 15 U.S.C. § 1692k(a). A plaintiff's award of statutory damages is limited to \$1,000 and a class's award is limited to the lesser of \$500,000 or 1% of the debt collector's net worth. *Id.* The award to the class is to be made "without regard to a minimum individual recovery." *Id.*

11. Plaintiff, individually and on behalf of all others similarly situated, seeks damages, attorney fees, costs, and all other relief, equitable or legal in nature, as deemed appropriate by this Court, pursuant to the FDCPA.

## II. PARTIES

12. Plaintiff is a natural person.

13. At all times relevant to this lawsuit, Plaintiff is a citizen of, and resides in, De Pere, Brown County, Wisconsin.

14. At all times relevant to this complaint, FSGB is a corporation formed pursuant to the laws of the State of Wisconsin.

15. On information and belief, FSGB maintains its principal place of business at 301 North Jackson Street, City of Green Bay, Brown County, Wisconsin.

16. Defendants, JOHN DOES, are sued under fictitious names as their true names and capacities are yet unknown to Plaintiff. Plaintiff will amend this complaint by inserting the true names and capacities of these Defendants once they are ascertained.

### **III. JURISDICTION AND VENUE**

17. Jurisdiction of this Court arises under 28 U.S.C. §§ 1331 and 1337.

18. Venue is appropriate in this federal district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred within this federal judicial district, and because FSGB is subject to personal jurisdiction in the State of Wisconsin at the time this action is commenced.

### **IV. FACTUAL ALLEGATIONS**

19. FSGB is regularly engaged in the collection of debts.

20. FSGB regularly collects or attempts to collect debts alleged to be owed others.

21. FSGB is a business the principal purpose of which is the collection of debts.

22. FSGB regularly collects, and attempts to collect, defaulted debts incurred, or alleged to have been incurred, for personal, family, or household purposes on behalf of creditors using the U.S. Mail, telephone, and Internet.

23. Plaintiff is informed and believes, and on that basis alleges, JOHN DOES, are natural persons and/or business entities all of whom reside or are located within the United States who personally created, instituted and, with knowledge that such practices were contrary to law, acted consistent with and oversaw the violative policies and procedures used by the employees of FSGB that are the subject of this Complaint. JOHN DOES personally control the illegal acts, policies, and practices utilized by FSGB and, thus, are personally liable for all the wrongdoing

alleged in this Complaint.

**A. The August 6, 2017 Letter**

24. Defendants mailed Plaintiff a letter dated August 6, 2017 (“8/6/2017 Letter”).

25. A true copy of the 8/6/2017 Letter is attached as **Exhibit A** except that Plaintiff’s counsel has partially redacted the 8/6/2017 Letter as required by Fed. R. Civ. P. 5.2.

26. The 8/6/2017 Letter was not mailed on August 6, 2017.

27. On information and belief, the 8/6/2017 Letter was created by merging information specific to a debt with a template to create what is commonly called a “form letter.”

28. Consequently, on information and belief, the same form letter as **Exhibit A** was mailed to others at Wisconsin addresses in Defendants’ attempts to collect debts.

29. The 8/6/2017 Letter asserts Plaintiff is obligated to pay money (“Debt”) to “Green Bay Radiology SC Professional Billing Service.”

30. The Debt arises from one or more transactions primarily for personal, family, or household purposes—specifically, it is alleged to arise from services related to Plaintiff’s healthcare.

31. The Debt was placed with, obtained by, or assigned to Defendants for the purpose of collecting or attempting to collect the Debt.

32. Defendants contend the Debt is in default and was in default at the time it was placed with, obtained by, or assigned to Defendants for collection.

33. Defendants mailed Plaintiff the 8/6/2017 Letter in an attempt to collect the Debt.

34. The 8/6/2017 Letter is the initial written communication Defendants mailed Plaintiff to collect the Debt.

35. The 8/6/2017 Letter asserts “Green Bay Radiology SC Professional Billing Service” is the creditor of the Debt.

36. “Green Bay Radiology SC Professional Billing Service” is the not creditor of the Debt.

37. The 8/6/2017 Letter is confusing, misleading, and deceptive to the unsophisticated consumer.

38. The 8/6/2017 Letter falsely states the creditor maintains a “credit rating” for Plaintiff.

39. The creditor does not maintain a “credit rating” for its patients.

40. The 8/6/2017 Letter falsely states that, as of the date of the 8/6/2017 Letter, the creditor gave Plaintiff a “good credit rating.”

41. The 8/6/2017 Letter falsely implies Plaintiff will be unable to receive medical treatment from the creditor if she fails to “preserve a good credit rating” by not paying FSGB the full amount demanded.

42. The 8/6/2017 Letter falsely implies Plaintiff will receive a lower quality of medical treatment from the creditor if she fails to “preserve a good credit rating” by not paying FSGB the full amount demanded.

43. The 8/6/2017 Letter instructs Plaintiff to call the creditor “to verify the insurance information has been given” but is silent about the identity of the entity to whom “the insurance information has been given” or should have been given (*e.g.*, the creditor or the hospital).

44. The 8/6/2017 Letter instructs Plaintiff to call the creditor if she has any questions.

45. The 8/6/2017 Letter also instructs Plaintiff:

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

46. “Any questions” includes reasons for disputing the validity of the debt or any portion thereof. Consequently, the 8/6/2017 Letter contradicts and overshadows Plaintiff’s verification and dispute rights under 15 U.S.C. § 1692g by directing the consumer to contact the “creditor” instead of FSGB with “any questions” about the Debt.

47. To obtain verification of the Debt, the FDCPA requires the consumer to dispute the debt in writing and send the dispute to the debt collector, not by calling creditor.

48. Therefore, the 8/6/2017 Letter deprived Plaintiff of truthful, non-misleading, information in connection with Defendants’ attempt to collect a debt.

49. Plaintiff was deceived, misled, and confused by the 8/6/2017 Letter.

50. By mailing the 8/6/2017 Letter, Defendants deprived Plaintiff of the right to truthful, non-misleading information (as viewed from the perspective of an unsophisticated consumer) concerning the effect of payment on the Debt.

***B. The August 22, 2017 Letter***

51. Defendants mailed Plaintiff a second letter dated August 22, 2017 (“8/22/2017 Letter”).

52. A true copy of the 8/22/2017 Letter is attached as ***Exhibit B*** except that Plaintiff’s counsel has partially redacted the 8/22/2017 Letter as required by Fed. R. Civ. P. 5.2.

53. On information and belief, the 8/22/2017 Letter was created by merging information specific to a debt with a template to create what is commonly called a “form letter.”

54. Consequently, on information and belief, the same form letter as ***Exhibit B*** was mailed to others at Wisconsin addresses in Defendants’ attempts to collect debts.

55. The 8/22/2017 Letter was sent to collect the Debt.

56. Pursuant to the face of the 8/6/2017 Letter, Plaintiff had until at least September 7, 2017 to exercise her verification and dispute rights under 15 U.S.C. § 1692g.

57. The 8/22/2017 Letter, however, informed Plaintiff: “**THIS IS OUR SECOND REMINDER!**” (Emphasis in original) and then continued on to issue the following warnings:

- “You do not want to lose our confidence.”
- “You want to be worthy of the faith put in you by your creditor; yet the amount remains unpaid.”
- Please contact your creditor *or* our office for payment on the above account. (Emphasis added).
- “*We* are interested in you preserving a good credit rating with the above creditor.” (Emphasis added).

58. The 8/22/2017 Letter does not inform the unsophisticated consumer of their continuing rights under 15 U.S.C. § 1692g(a) to dispute the Debt and request verification.

59. The 8/22/2017 Letter does not inform the unsophisticated consumer who to call if they have questions about the debt—rather, the letter instructs the consumer to *only* contact the “creditor or [FSGB] *for payment.*”

60. The 8/22/2017 Letter falsely implies the period to dispute the Debt and request verification had expired and payment in full was then the only available option.

61. The 8/22/2017 Letter falsely informs the unsophisticated consumer Defendants had a confidence in Plaintiff.

62. FSGB never placed any confidence in Plaintiff and there was never any to lose.

63. To the extent FSGB ever placed any confidence in Plaintiff there is never any detriment to an unsophisticated consumer who “lose[s] [FSGB’s] confidence.”

64. Unsophisticated consumers motivated to pay the debt out of concern as to what FSGB thought of him or her, makes the 8/22/2017 Letter *materially* false, deceptive, and misleading.

65. According to the 8/22/2017 Letter FSGB—not the creditor—is now “interested in [Plaintiff] preserving a good credit rating with the above creditor.”



66. The creditor of the Debt never placed faith in Plaintiff.

67. The creditor of the Debt never places faith in any unsophisticated consumer; it's neither the doctor's job or mission.

68. The 8/22/2017 Letter falsely informs the unsophisticated consumer that the creditor placed faith in Plaintiff.

69. The 8/22/2017 Letter falsely implies that Plaintiff will lose the creditor's faith if Plaintiff does not immediately pay the amount demanded.

70. The 8/22/2017 Letter falsely implies Plaintiff may be unable to receive medical treatment from the creditor if she fails loses the creditor's "faith" by not paying FSGB the full amount demanded.

71. The 8/22/2017 Letter falsely implies Plaintiff may receive a lower quality of medical treatment from the creditor if she fails loses the creditor's "faith" by not paying FSGB the full amount demanded.

72. The 8/22/2017 Letter falsely informs the unsophisticated consumer that the creditor maintained a credit rating for Plaintiff and that, as of the date of the letter the creditor gave Plaintiff a "good credit rating."

73. The creditor of the Debt does not use *any* "credit rating" system for its patients and never assigned such a rating to Plaintiff or any other consumer.

74. The 8/22/2017 Letter falsely implies Plaintiff may be unable to receive medical treatment from the creditor if she fails maintain the creditor's "good credit rating" by not paying FSGB the full amount demanded.

75. The 8/22/2017 Letter falsely implies Plaintiff may receive a lower quality of medical treatment from the creditor if she fails maintain the creditor's "good credit rating" by not paying FSGB the full amount demanded.

76. The 8/22/2017 Letter creates of false sense of urgency.

77. The 8/22/2017 Letter creates of false sense of urgency in an effort to induce Plaintiff and other unsophisticated consumers into abandoning their validation and dispute rights and, instead, quickly pay Defendants the full amounts demanded.

78. The 8/22/2017 Letter contradicts and overshadows Plaintiff's verification and dispute rights under 15 U.S.C. § 1692g which were set forth in the 8/6/2017 Letter.

79. The 8/22/2017 Letter is confusing, misleading, and deceptive to the unsophisticated consumer.

80. The 8/22/2017 Letter deprived Plaintiff of truthful, non-misleading, information in connection with Defendants' attempt to collect a debt.

81. By mailing the 8/22/2017 Letter, Defendants deprived Plaintiff of the right to truthful, non-misleading information (as viewed from the perspective of an unsophisticated consumer) concerning the effect of payment on the Debt.

***C. The September 7, 2017 Letter***

82. Defendants mailed Plaintiff a third letter dated September 7, 2017 ("9/7/2017 Letter").

83. A true copy of the 9/7/2017 Letter is attached as ***Exhibit C*** except that Plaintiff's counsel has partially redacted the 9/7/2017 Letter.

84. On information and belief, the 9/7/2017 Letter was created by merging information specific to a debt with a template to create what is commonly called a "form letter."

85. Consequently, on information and belief, the same form letter as ***Exhibit C*** was mailed to others at Wisconsin addresses in Defendants' attempts to collect debts.

86. The 9/7/2017 Letter was sent to collect the Debt.

87. When Plaintiff received the 9/7/2017 Letter she still had the ability to exercise her verification and dispute rights under 15 U.S.C. § 1692g.

88. The 9/7/2017 Letter, however, only informed Plaintiff, “[t]o avoid errors *and* to *clear your credit record with the above creditor*, send or bring payment to [FSGB], or pay online....” (Emphasis added).

89. The 9/7/2017 Letter does not inform the unsophisticated consumer of their continuing rights under 15 U.S.C. § 1692g(a) to dispute the Debt and request verification.

90. The 9/7/2017 Letter does not inform the unsophisticated consumer who to call if they have questions about the debt—rather, the letter only instructs the consumer to *pay FSGB*.

91. The 9/7/2017 Letter falsely implies that the period to dispute the Debt and request verification has expired and payment in full is the only available option.

92. The 9/7/2017 Letter falsely states the creditor of the Debt maintains a “credit record” for Plaintiff and other patients.

93. The 9/7/2017 Letter falsely states the only way for unsophisticated to “avoid errors” on their “credit record” with the creditor is by paying FSGB the full amount demanded.

94. The 9/7/2017 Letter falsely states the only way for unsophisticated to “avoid errors” on their “credit record” with the creditor is by paying FSGB the full amount demanded.

95. The 9/7/2017 Letter falsely states the only way for unsophisticated to “clear [their] credit record with the [] creditor” is by paying FSGB the full amount demanded.

96. Paying FSGB would have no impact on Plaintiff’s “credit record with the [] creditor” because the creditor does not maintain a “credit record” for Plaintiff or any of its other patients.

97. The 9/7/2017 Letter creates of false sense of urgency.

98. The 9/7/2017 Letter creates a false sense of urgency in an effort to induce Plaintiff and other unsophisticated consumers into abandoning their validation and dispute rights and, instead, quickly pay Defendants the full amounts demanded.

99. The 9/7/2017 Letter contradicts and overshadows Plaintiff's verification and dispute rights under 15 U.S.C. § 1692g which were set forth in the 8/6/2017 Letter.

100. The 9/7/2017 Letter is confusing, misleading, and deceptive to the unsophisticated consumer.

101. The 9/7/2017 Letter deprived Plaintiff of truthful, non-misleading, information in connection with Defendants' attempt to collect a debt.

102. Plaintiff was deceived, misled, and confused by the 9/7/2017 Letter.

103. By mailing the 9/7/2017 Letter, Defendants deprived Plaintiff of the right to truthful, non-misleading information (as viewed from the perspective of an unsophisticated consumer) concerning the effect of payment on the Debt.

#### **V. POLICIES AND PRACTICES COMPLAINED OF**

104. It is Defendants' policy and practice to mail written collection communications to consumers, in the form attached as *Exhibits A, B, and C* which violate the FDCPA.

#### **VI. CLASS ALLEGATIONS**

105. This action is brought as a class action. Plaintiff brings this action individually and on behalf of all other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure.

106. Plaintiff seeks to certify a class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

107. ***Class Definition.*** This case is brought on behalf of a Class consisting of all natural persons to whom FSGB mailed a written communication in the form of *Exhibits A or C* to an address in the State of Wisconsin, during the period of August 5, 2017 through August 26,

2018.

108. **Sub-Class Definition.** Plaintiff further seeks to certify a Sub-Class consisting of all members of the Class to whom FSGB mailed a written communication in the form of **Exhibits B** or **C** to an address in the State of Wisconsin within 31 days of FSGB sending that person a letter in the form of **Exhibit A**, during the period of August 5, 2017 through August 26, 2018.

109. The identities of the Class members are readily ascertainable from the business records of Defendants and those entities on whose behalf they attempt to collect debts.

110. **Class Claims.** The Class claims include all claims Class members may have for a violation of the FDCPA based the form letters mailed by FSGB in the form of **Exhibits A** or **C**.

111. **Sub-Class Claims.** The Sub-Class claims include all claims Class members may have for a violation of the FDCPA based the letters mailed by FSGB in the form of **Exhibits B** or **C** for claims that those letters contradicted or overshadowed the consumer's rights under 15 U.S.C. §1692g(a).

112. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- (a) **Numerosity.** On information and belief, both the Class and Sub-Class is so numerous that joinder of all members would be impractical and each includes at least 40 members.
- (b) **Common Questions Predominate.** Common questions of law and fact exist as to all members of the Class and Sub-Class and those questions predominate over any questions or issues involving only individual class members. The principal class issue is whether Defendants violated the

FDCPA when mailing letters created using the same or substantially similar form letters as was used to create *Exhibits A, B, and C*.

- (c) **Typicality.** Plaintiff's claims are typical of Class and Sub-Class Claims. Plaintiff and all Class and Sub-Class members have claims arising from Defendants' common course of conduct in using and mailing the same form letters.
- (d) **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class and Sub-Class members insofar as Plaintiff has no interest averse to, or conflict with, Class and Sub-Class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

113. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is appropriate in that the questions of law and fact common to members of the Class and Sub-Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

114. Based on discovery and further investigation (including, but not limited to, Defendants' disclosure of class size and net worth), Plaintiff may, in addition to moving for class certification using modified definitions of the Class and Sub-Class, Class and Sub-Class claims, and the Class period, seek class certification only as to particular issues as permitted under Fed. R. Civ. P. 23(c)(4).

**VII. CAUSE OF ACTION:  
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT**

115. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint.

116. FSGB is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

117. The Debt is a “debt” as defined by 15 U.S.C. §1692a(5).

118. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

119. JOHN DOES are each a “debt collector” as defined by 15 U.S.C. § 1692a(6).

120. *Exhibit A* is a “communication” as defined by 15 U.S.C. § 1692a(2).

121. Defendants’ use and mailing of *Exhibit A* violated the FDCPA in one or more following ways:

- (a) Using false, deceptive, and misleading representations or means in connection with the collection of any debt in violation of 15 U.S.C. § 1692e; and
- (b) Using unfair or unconscionable means in connection with the collection of any debt in violation of 15 U.S.C. § 1692f.

122. *Exhibit B* is a “communication” as defined by 15 U.S.C. § 1692a(2).

123. Defendants’ use and mailing of *Exhibit B* violated the FDCPA in one or more following ways:

- (a) Using false, deceptive, and misleading representations or means in connection with the collection of any debt in violation of 15 U.S.C. § 1692e;
- (b) Using unfair or unconscionable means in connection with the collection of any debt in violation of 15 U.S.C. § 1692f; and

- (c) By contradicting and/or overshadowing the consumer's verification and dispute rights under 15 U.S.C. § 1692g in violation of 15 U.S.C. § 1692g(b).

124. *Exhibit C* is a "communication" as defined by 15 U.S.C. § 1692a(2).

125. Defendants' use and mailing of *Exhibit C* violated the FDCPA in one or more following ways:

- (a) Using false, deceptive, and misleading representations or means in connection with the collection of any debt in violation of 15 U.S.C. § 1692e;
- (b) Using unfair or unconscionable means in connection with the collection of any debt in violation of 15 U.S.C. § 1692f; and
- (c) By contradicting and/or overshadowing the consumer's verification and dispute rights under 15 U.S.C. § 1692g in violation of 15 U.S.C. § 1692g(b).

#### **VIII. PRAYER FOR RELIEF**

126. WHEREFORE, Plaintiff respectfully requests the Court enter judgment against Defendants as follows:

- (i) An order certifying that the Cause of Action may be maintained as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure including, but not limited to, defining the Class and Sub-Class, the class claims, appointing Plaintiff as the class representative, and the undersigned counsel to represent the Class and Sub-Class;
- (ii) An award of actual damages for Plaintiff, the Class, and Sub-Class pursuant to 15 U.S.C. § 1692k(a)(2)(B), which includes damages to the extent the



recovery of attorneys' fees and costs causes Plaintiff or the Class a negative tax consequence;

- (iii) An award of statutory damages for Plaintiff, the Class, and Sub-Class pursuant to 15 U.S.C. § 1692k(a)(2)(B);
- (iv) An incentive award for Plaintiff, to be determined by the Court, for Plaintiff's services on behalf of the Class and Sub-Class;
- (v) Attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(3); and
- (vi) For such other and further relief as may be just and proper.

#### **IX. JURY DEMAND**

Plaintiff hereby demands that this case be tried before a Jury.

Dated: August 6, 2018

*s/ Andrew T. Thomasson*

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*Attorneys for Plaintiff, Dorean A. Sandri*

# **EXHIBIT “A”**



PO Box 1597  
Green Bay WI 54305

ADDRESS SERVICE REQUESTED



301 N. Jackson Street  
Green Bay, WI 54301  
Phone: (920) 431-2121

Date	Total Bal.
8/6/2017	\$140.60

Finance System of Green Bay, Inc.  
P.O. Box 1597  
Green Bay, WI 54305-1597



PCGB 493230730



Dorean A Sandri

██████████  
Do Pere WI 54115-8047

\*\*\*Detach Upper Portion And Return With Payment\*\*\*

CREDITOR: GREEN BAY RADIOLOGY SC  
PROFESSIONAL BILLING SERVICE  
2941 S RIDGE RD  
GREEN BAY WI 54304  
920-336-4096

BALANCE DUE: \$140.60

ACCOUNT NUMBER: █████9582

Once in a while despite good intentions bills become past due before we realize it.

Your creditor is interested in you preserving a good credit rating with them.

GREEN BAY RADIOLOGY SC is a separate billing office from the hospital; therefore they may not have received your insurance information. Please call them to verify the insurance information has been given.

If you have any questions, please contact the above creditor at 920-336-4096.

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

Calls may be recorded.

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

180FSG001PC08

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

# **EXHIBIT “B”**



PO Box 1597  
Green Bay WI 54305

ADDRESS SERVICE REQUESTED



301 N. Jackson Street  
Green Bay, WI 54301  
Phone: (920) 431-2121

Date	Total Bal.
8/22/2017	\$140.60

10706 801000010002

PRGB1 506229670



Doreen A Sandri

De Pere WI 54115-8047

Finance System of Green Bay, Inc.

P.O. Box 1597  
Green Bay, WI 54305-1597



\*\*\*Detach Upper Portion And Return With Payment\*\*\*

CREDITOR: GREEN BAY RADIOLOGY SC  
PROFESSIONAL BILLING SERVICE  
2941 S RIDGE RD  
GREEN BAY WI 54304  
920-336-4096

BALANCE DUE: \$140.60

ACCOUNT NUMBER [REDACTED] 9582

**THIS IS OUR SECOND REMINDER!**

You do not want to lose our confidence. You want to be worthy of the faith put in you by your creditor; yet the above account remains unpaid.

Please contact your creditor or our office to make arrangements for payment on the above account. We are interested in you preserving a good credit rating with the above creditor.

1RDFSG801PRG81

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

# EXHIBIT “C”



PO Box 1597  
Green Bay WI 54305

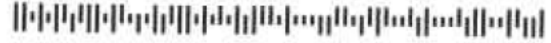
ADDRESS SERVICE REQUESTED



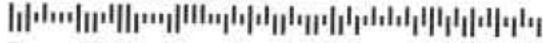
301 N. Jackson Street  
Green Bay, WI 54301  
Phone: (920) 431-2121

Date	Total Bal.
9/7/2017	\$140.60

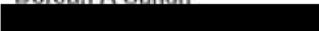
Finance System of Green Bay, Inc.  
P.O. Box 1597  
Green Bay, WI 54305-1597



SHOP1 518519395



Doreen A Sandri



De Pere WI 54115-8047

IF PAYING BY CREDIT CARD, COMPLETE ALL, SIGN AND RETURN.		
CHECK CARD USING	<input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	
CARD NUMBER	3 digit CVC code (on back of card)	EXP. DATE
CARDHOLDER NAME	CARDHOLDER SIGNATURE	PMT. AMT
		\$

\*\*\*Detach Upper Portion And Return With Payment\*\*\*

\*\* Call our office to pay via check or credit card by phone. It's easy, and no extra cost to you.\*\*

Pay online at <https://home.fsgbcollections.com/dwl/info>  
Please use username: 272F9YZ and password: 494RGF

CREDITOR NAME	ACCOUNT NUMBER	BALANCE
Green Bay Radiology Sc	9582	\$140.60

Your creditor has placed your bill for collection. To avoid errors and to clear your credit record with the above creditor, send or bring your payment to our office, or pay online at <https://home.fsgbcollections.com/dwl/info>.

Calls may be recorded.

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

1RDFSG001SHOP1

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

# 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 NEXT PAGE OF THIS FORM.)

Place an "X" in the appropriate box (required):  Green Bay Division  Milwaukee Division

### I. (a) PLAINTIFFS

DOREAN A. SANDRI, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stern Thomasson LLP  
150 Morris Avenue, 2nd Floor  
Springfield, NJ 07081-1315  
(973) 379-7500

### DEFENDANTS

FINANCE SYSTEM OF GREEN BAY, INC.; and JOHN DOES

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF 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 or 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 and 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 <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

### 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 - Transfer
- 8 Multidistrict Litigation - Direct File

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 USC §1692 et seq.

Brief description of cause:  
Claims under Fair Debt Collection Practices Act

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 500,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Chief Judge, William C. Griesbach DOCKET NUMBER 1:18-cv-00496-WCG

DATE

08/06/2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Andrew T. Thomasson



## 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.Cv.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; **NOTE: 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 clerk(s) 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 six 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.
  
- 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 actual dollar amount 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

DOREAN A. SANDRI, et al.

Plaintiff(s)

v.

FINANCE SYSTEM OF GREEN BAY, INC., et al.

Defendant(s)

Civil Action No. 1:18-cv-01208

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FINANCE SYSTEM OF GREEN BAY, INC.
301 North Jackson Street
Green Bay, Wisconsin 54301

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:

Stern Thomasson LLP
150 Morris Avenue, 2nd Floor
Springfield, NJ 07081-1315

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: [Wisconsin Consumer Claims Finance System of Green Bay Sent 'Deceptive' Collection Letters](#)

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