

4/19/15
T.S. PINNEY

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

John Bednarz Jr. and Alison Bednarz,

Plaintiff

v.

Wisconsin Auto Title Loans, Inc, et al,

Defendant

Civil Action No. 15-cv-458

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) City of West Allis
West Allis City Attorney's Office
7525 W. Greenfield Ave.
West Allis, WI 53214

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

Heidi Miller
DeLadurantey Law Office, LLC
735 W. Wisconsin Ave., Suite 720
Milwaukee, WI 53233

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.

JON W. SANFILL JPD
CLERK OF COURT



s/ Amanda S. Chasteen

Signature of Clerk or Deputy Clerk

Date: 04/20/2015

RECEIVED

APR 21 2015

CITY OF WEST ALLIS
CITY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

JOHN BEDNARZ JR AND ALISON
BEDNARZ,

Case No. 15-cv-458

Plaintiffs,

vs.

WISCONSIN AUTO TITLE LOANS,
INC., RYAN LOVALD, NICHOLAS
RYDZEWSKI, ASSET TOWING &
RECOVERY, LLC, AND CITY OF
WEST ALLIS,

Defendants.

RECEIVED

APR 21 2015

**CITY OF WEST ALLIS
CITY CLERK**

COMPLAINT

NOW COME Plaintiffs, John Bednarz Jr. and Alison Bednarz, by and through their attorneys, DeLadurantey Law Office, LLC and complain of Defendants Wisconsin Auto Title Loans Inc., Ryan Lovald, Nicholas Rydzewski, Asset Towing & Recovery, LLC, and City of West Allis and alleges to the best of their knowledge, information and belief formed after an inquiry reasonable under the circumstances, the following:

INTRODUCTION

Nature of the Action

1. This lawsuit arises from the collection attempts of the Defendants.
2. Causes of Action herein are brought under the Civil Rights Act of 1871, 42 U.S.C. § 1983 *et seq.*, Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, and the Wisconsin Consumer Act (“WCA”), Wis. Stat. 421 *et seq.*

Jurisdiction and Venue

3. Jurisdiction of this Court arises under 28 U.S.C. § 1331, because the case arises under the laws of the United States.

4. This Court also has jurisdiction pursuant to 15 U.S.C. § 1692k(d) as it is an action to enforce liability created by the FDCPA within one year from the date on which the violation occurred

5. This Court has supplemental jurisdiction over the claims arising under the Wisconsin Consumer Act under 28 U.S.C. § 1367, because the Wisconsin Consumer Act claims are related to the FDCPA claims as they arise under the same set of facts, becoming part of the same case or controversy under Article III of the United States Constitution.

6. Venue in this Court is appropriate pursuant to 28 U.S.C. § 1391(b)(2), because this is where the acts giving rise to the claim occurred.

7. Under 28 U.S.C. § 1391(c), a defendant corporation shall be deemed to reside in any judicial district in which it is subject to personal jurisdiction. Defendants are subject to personal jurisdiction in Wisconsin, as the actions giving rise to the lawsuit occurred in Wisconsin.

Parties

8. Plaintiff John Bednarz Jr. (hereinafter “Mr. Bednarz”) is a natural person who resides in the City of West Allis, County of Milwaukee, State of Wisconsin.

9. Mr. Bednarz is a “consumer” as defined by 15 U.S.C. § 1962a(3).

10. Plaintiff Alison Bednarz (hereinafter “Mrs. Bednarz”) is a natural person who resides in the City of West Allis, County of Milwaukee, State of Wisconsin.

11. Mrs. Bednarz is a “consumer” as defined by 15 U.S.C. §1962a(3).

12. Defendant Wisconsin Auto Title Loans, Inc. (hereinafter “Defendant WATL”) is a foreign business with a principal office of 8601 Dunwoody Place, Ste. 406, Atlanta, GA 30350, and a registered agent of CT Corporation System, 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

13. Defendant WATL is a “creditor” as defined by 15 U.S.C. § 1692a(4) and a “debt collector” as defined by Wis. Stat. § 427.103(3).

14. Defendant Ryan Lovald (hereinafter “Defendant Lovald”) is a tow truck driver for Defendant Asset Towing & Recovery, LLC. His address is S85W21175 Janesville Rd, Muskego, WI 53150.

15. Defendant Lovald is a “debt collector” as defined by 15 U.S.C. §1692a(6) and Wis. Stat. § 427.103(3).

16. Defendant Nicholas Rydzewski (hereinafter “Defendant Rydzewski”) is the owner of Defendant Asset Towing & Recovery, LLC. His address is 157 3rd St #11, Waukesha, WI 53188.

17. Defendant Rydzewski is a “debt collector” as defined by 15 U.S.C. §1692a(6) and Wis. Stat. § 427.103(3).

18. Defendant Asset Towing Recovery, LLC (hereinafter “Defendant Asset Towing”) is a domestic business with a principal office of W224 S8445 Industrial Dr. Unit A Upper, Big Bend, WI 53103, and a registered agent of Nicholas Rydzewski, W224 S8445 Industrial Dr. Unit A Upper, Big Bend, WI 53103.

19. Defendant Asset Towing regularly attempts to collect debts owed to others and is a “debt collector” as defined by 15 U.S.C. §1692a(6) and Wis. Stat. § 427.103(3).

20. Defendant Asset Towing is liable for the acts of its employees, agents, and independent contractors, and those of its subsidiaries and affiliates, under theories of respondeat superior, agency, and vicarious liability.

21. The City of West Allis is a municipality in Milwaukee County. West Allis City Attorney's Office has an address of 7525 W. Greenfield Ave., West Allis, WI 53214.

BACKGROUND

22. Sometime prior to 2015, Defendant WATL obtained a lien on a 2001 Honda (hereinafter "vehicle") owned by the Plaintiffs.

23. The Plaintiffs fell behind on their payments.

24. Defendant WATL sent a "Notice of Right to Cure Default and Notice Regarding Repossession of Collateral" to the Plaintiffs, dated February 18, 2015.

25. This Notice gave them until March 8, 2015 to cure the alleged amount due on their vehicle.

26. On March 25, 2015, around 3am, Mr. and Mrs. Bednarz were awaked by a large crash behind their residence.

27. Ms. Bednarz saw a black Ford 150 in the ally next to his vehicle.

28. The loud crashing sound made Mr. Bednarz think that someone was ramming into his vehicle.

29. Mr. Bednarz retrieved his firearm and went outside.

30. He brought the firearm for his safety, as he did not know what was happening outside.

31. When Mr. Bednarz went outside, he met Defendant Lovald, who was attempting

to repossess the vehicle.

32. Mr. Bednarz keep his firearm next to his side at all times.

33. Mr. Bednarz asked Defendant Lovald what he was doing.

34. Defendant Lovald responded, "I'm out of here."

35. Mr. Bednarz told him that he could not take the vehicle.

36. Defendant Lovald got into his tow truck and left.

37. Mr. Bednarz went back inside and secured his firearm.

38. Shortly thereafter, Mrs. Bednarz noticed from her bedroom window that there was a police car in the alley behind their house.

39. Mr. Bednarz opened his bedroom window.

40. About eight to ten police officers from Defendant City of West Allis, pointed guns at him and made him put his hands up and out the window.

41. Mrs. Bednarz, still in her pajamas, was told to put the dog away and then told to open the house door for the police officers.

42. The officers then came inside.

43. Mr. Bednarz was hand cuffed and had to remain in his bedroom.

44. Mrs. Bednarz was forced to stay in a different part of the house.

45. Mr. and Mrs. Bednarz's three daughters woke up due to the police officers searching the house.

46. The police officers were in constant contact with Defendant WATL, Defendant Lovald, and Defendant Rydzewski.

47. One of the police officers informed Mr. and Mrs. Bednarz that while they were there, they would make sure that the vehicle was repossessed "peacefully."

48. Defendant Rydzewski came to the Bednarz house and provided the repossession documentation to the police officers.

49. Mr. Bednarz was sent outside to move his work truck so that Defendant Lovald could get to the vehicle.

50. Defendant Lovald then repossessed the vehicle.

**Count 1 – Violations of the Fair Debt Collection Practices Act (15 U.S.C. §1692) –
Defendants Lovald, Rydzewski, and Asset Towing**

51. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

52. The foregoing deliberate acts by Defendants Lovald and Asset Towing constitute violations of the FDCPA, including but not limited to 15 U.S.C. §§ 1692d, 1692d(1), 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, 1692f(1), and 1692f(6).

53. Specifically, Defendants Lovald, Rydzewski, and Asset Towing could not legally take the vehicle due to the protest by Mr. Bednarz.

54. Additionally, Defendants Lovald, Rydzewski, and Asset Towing could not use Defendant City of West Allis to accomplish repossessing the car in violation of the Wisconsin Consumer Act.

55. As a result of the above violations of the FDCPA, Mr. and Mrs. Bednarz have suffered emotional distress and loss of property, constituting actual damages pursuant to 15 U.S.C. §1692k(a)(1).

56. Defendant Defendants Lovald, Rydzewski, and Asset Towing are liable to Plaintiff for their actual damages, statutory damages, and costs and attorneys' fees, as provided by 15 U.S.C. § 1692k.

Count 2 – Violations of the Wisconsin Consumer Act
(Wis. Stat. § 425), as to Defendants WATL, Lovald, Rydzewski, and Asset Towing

57. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

58. Repossessions are governed by Wis. Stat. § 425.206(2), which states, “In taking possession of collateral or leased goods, no merchant may do any of the following: (a) Commit a breach of the peace. (b) Enter a dwelling used by the customer as a residence except at the voluntary request of a customer.”

59. A breach of the peace occurs when the property is taken over the objection of the debtor. *Hollibush v. Ford Motor Credit Co.*, 508 N.W.2d 449 (WI Ct. App. 1993).

60. A breach of the peace occurred when the car was taken after Mr. Bednarz protested its taking.

61. Additionally, Defendant WATL, Lovald, Rydzewski, and Asset Towing could not use Defendant City of West Allis to accomplish repossessing the car in violation of the Wisconsin Consumer Act through the use of the police entering the Bednarz’s house and then overseeing the repossession.

62. Under Wis. Stat. 425, Mr. and Mrs. Bednarz are seeking to have the lien avoided, seeking the return of payments already made towards the car, and seeking reimbursement of attorney fees and costs.

Count 3 – Violations of the Wisconsin Consumer Act
(Wis. Stat. 427), as to Defendants WATL, Lovald, Rydzewski, and Asset Towing

63. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

64. The amount that the Defendants were attempting to collect constitutes a “claim” as that term is defined at Wis. Stat. § 427.103(1).

65. The Defendants’ conduct violated § 427.104(1)(h) in that the conduct as described herein could reasonably be expected to harass a person since the Defendants had no right to repossess the vehicle once they were on notice that Mr. Bednarz protested the repossession.

66. The Defendants’ conduct violated § 427.104(1)(j) in that they did not have a right to repossess the vehicle as Mr. Bednarz was protesting the repossession.

67. Additionally, they did not have the right to use police to repossess the vehicle.

68. As a result of the Defendants’ illegal conduct, Mr. and Mrs. Bednarz have suffered emotional distress and mental anguish.

69. The Defendants are liable to Plaintiff for actual damages, statutory damages, punitive damages (if the evidence at trial so warrants), actual costs, and attorneys’ fees, under Wis. Stat. § 427.105.

Count 4 – Violations of the Civil Rights Act of 1871
(42 U.S.C. §1983 et. seq.) – all Defendants

70. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

71. The Defendants conduct violated the Federal Civil Rights Act, 42 U.S.C. § 1983, in that they deprived Mr. and Mrs. Bednarz of their Fourteenth Amendment rights.

72. The repossession happened under the color of state law, in that the police officers kept Mr. and Mrs. Bednarz inside (with Mr. Bednar in handcuffs) in order to allow the taking of the Bednarz’s property.

73. Additionally, they made Mr. Bednarz move his truck to allow the repossession agent to take the car.

74. The acts of the police officers were not neutral, as they prevented Mr. and Mrs. Bednarz from exercising their rights to protest the taking of the car under Wis. Stat. § 425.206(2).

75. Defendant City of West Allis failed to properly train the police officers as to when they could assist in nonjudicial recovery.

76. Defendant City of West Allis is responsible for the actions of the police officers, as they are agents of Defendant City of West Allis.

77. Defendants WATL, Lovald, and Asset Towing used state actors to accomplish repossession of the vehicle.

78. Mr. and Mrs. Bednarz are entitled to actual damages, punitive damages, and attorney's fees/costs under 42 U.S.C. § 1988.

Trial by Jury

79. Plaintiffs are entitled to, and hereby respectfully demand a trial by jury on all issues so triable.

WHEREFORE, Mr. and Mrs. Bednarz pray that this Court will enter judgment against the Defendants as follows:

A. for an award of actual damages pursuant to 15 U.S.C. §1692k(a)(1) against Defendants Lovald, Rydzewski, and Asset Towing;

B. for an award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A) against Defendants Lovald, Rydzewski, and Asset Towing;

C. for an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. §1692k(a)(3) against Defendants Lovald, Rydzewski, and Asset Towing;

D. for the vehicle lien to be avoided, the return of payments already made towards the car, and seeking reimbursement of attorney fees and costs under Wis. Stat. § 425;

E. for an award of actual damages, statutory damages, punitive damages (if the evidence at trial so warrants), actual costs, and attorneys' fees, under Wis. Stat. § 427.105 against Defendants WATL, Lovald, Rydzewski, and Asset Towing;

F. Actual damages, punitive damages, costs, disbursements, and reasonable attorney's fees, pursuant to 42 U.S.C. § 1988 against all Defendants;

G. Punitive damages pursuant to 42 U.S.C. § 1988 against all Defendants; and

H. for such other and further relief as may be just and proper.

Dated this 17th day of April, 2015.

s/ Heidi N. Miller

Nathan E. DeLadurantey, 1063937

Heidi N. Miller, 1087696

DELADURANTEY LAW OFFICE, LLC

735 W. Wisconsin Ave, Suite 720

Milwaukee, WI 53233

(414) 377-0515; (414) 755-0860 - Fax

E: nathan@de-la-law.com

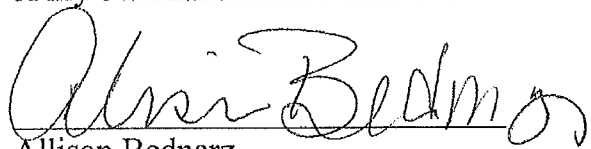
E: heidi@de-la-law.com

VERIFICATION OF COMPLAINT AND CERTIFICATION

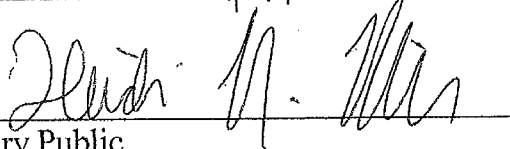
STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Plaintiff Alison Bednarz, having first been duly sworn and upon oath, deposes and says as follows:

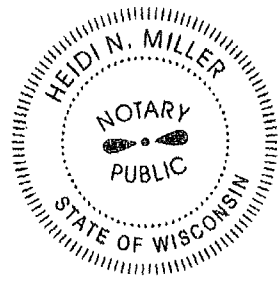
1. I am a Plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.
6. Each and every exhibit I have provided to my attorneys which has been attached to this Complaint is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified, or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.


Allison Bednarz

Subscribed and sworn to before me
this 17 day of April, 2015.



Notary Public
My commission is permanent



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: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

John Bednarz Jr and Alison Bednarz

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
DeLadurantey Law Office, LLC
735 W. Wisconsin Ave, Suite 720, Milwaukee, WI 53223

DEFENDANTS

Wisconsin Auto Title Loans, Inc., Ryan Lovald, Nicholas Rydzewski, Asset Towing & Recovery, LLC, and City of West Allis

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 (Excl. 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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. 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 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <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

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

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 and 42 U.S.C. § 1983

Brief description of cause:
Violation of the Fair Debt Collection Practices Act and Civil Rights Act of 1871

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

04/17/2015 s/ Heidi N. Miller

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

JOHN BEDNARZ JR AND ALISON
BEDNARZ,

Plaintiffs,

Case No. 15-cv-458

vs.

WISCONSIN AUTO TITLE LOANS,
INC., RYAN LOVALD, NICHOLAS
RYDZEWSKI, ASSET TOWING &
RECOVERY, LLC, AND CITY OF
WEST ALLIS,

Defendants.

DISCLOSURE STATEMENT

The undersigned, counsel of record for John Bednarz Jr and Alison Bednarz, plaintiffs, furnishes the following list in compliance with Civil L. R. 7.1 and Fed. R. Civ. P. 7.1:

Parties the attorney represents in this action:
John Bednarz Jr and Alison Bednarz

The attorney does not represent a corporation.

Law firms whose attorneys will appear for the party in this Court:
DeLadurantey Law Office, LLC

Date: April 17, 2015

s/ Heidi N. Miller

Nathan E. DeLadurantey, 1063937

Heidi N. Miller, 1087696

DELADURANTEY LAW OFFICE, LLC

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E: heidi@dela-law.com

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

JOHN BEDNARZ JR AND ALISON
BEDNARZ,

Plaintiffs,

vs.

WISCONSIN AUTO TITLE LOANS, INC.,
RYAN LOVALD, NICHOLAS
RYDZEWSKI, ASSET TOWING &
RECOVERY, LLC, AND CITY OF WEST
ALLIS,

Defendants.

NOTICE OF APPEARANCE

Case No. 15-cv-458

The undersigned attorney hereby notifies the Court and counsel that Nathan E. DeLadurantey shall appear as counsel of record for Plaintiffs John and Alison Bednarz in this case, along with Attorney Heidi N. Miller.

This 17th day of April, 2015.

By: s/ Nathan E. DeLadurantey

Nathan E. DeLadurantey
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