

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

DAWN WILCZAK, an individual, individually, and)
on behalf of all other members of the class)
similarly situated,)
)
Plaintiff,)
)
v.)
)
E-Z CASE LOANS, LLC,)
a limited liability company, GLEN)
TRAEGER, an individual, and MICHELLE)
TRAEGER, an individual,)
)
Defendants.)

Case No. 2020CH00092

PLAINTIFF DEMANDS
TRIAL BY JURY

CLASS ACTION COMPLAINT

Plaintiff, DAWN WILCZAK, individually, and on behalf of all other similarly situated persons, by and through his undersigned attorney, complains against Defendants, E-Z CASE LOANS, LLC, GLEN TRAEGER and MICHELLE TRAEGER as follows:

I. THE PARTIES AND INTRODUCTION OF THE CLAIM

1. Plaintiff, DAWN WILCZAK, is an individual and a citizen of the State of Illinois, residing at 4835 W. Cullom Avenue, Chicago, Illinois 60641, County of Cook.
2. Wilczak brings this action on behalf of herself and a Class of similarly-situated persons against Defendants for their common endeavor to unfairly profit from loans made to citizens and residents of the State of Illinois that are violative of 820 ILCS 305/21, and

FILED DATE: 1/6/2020 12:00 AM - 2020CH00092

otherwise unfair, deceptive and against the public policy of the State of Illinois as alleged herein.

3. Defendant, E-Z CASE LOANS, LLC (“E-Z CASE LOANS”), is a limited liability company organized and existing under the laws of the State of Illinois, with its principal place of business located at 60 Revere Drive, Suite 307, Northbrook, Illinois 60062.
4. E-Z CASE LOANS is engaged in the business of, among other things, providing litigation funding to individuals, including persons who have been injured on the job and have statutory workers’ compensation claims against their employers for compensation and damages for the same.
5. Defendant, GLEN TRAEGER (“G. Traeger”), is an individual and citizen of the State of Illinois, residing at 473 Castle Pines Lane, Riverwoods, Illinois 60015. G. Traeger is a manager of E-Z CASE LOANS and was fully involved in the Loan to Wilczak and the putative class. G. Traeger is fully aware of the deceptive acts and practices alleged herein, is responsible for carrying out the same on a day-to-day basis and has personally profited from the same.
6. Defendant, MICHELLE TRAEGER (“M. Traeger”), is an individual and a citizen of the State of Illinois, residing at 473 Castle Pines Lane, Riverwoods, Illinois 60015. M. Traeger is a manager of E-Z CASE LOANS, was fully involved in the Loan to Wilczak and to other putative class members and personally profited from the same. M. Traeger is fully aware of the deceptive acts and practices alleged herein and has engaged in the same.
7. Litigation funding is one of the newest areas of loan sharking by some unscrupulous lenders like E-Z CASE LOANS seeking to make excessive profits by making unlawful loans

to vulnerable persons in need of short-term funding to survive during the pendency of litigation.

8. E-Z CASE LOANS, G. Traeger and M. Traeger prey upon persons who have been injured on the job and are in the midst of a dispute with their employer awaiting funds, under the Illinois Workers' Compensation Act, 820 ILCS 305/1, et seq., as compensation and damages for the same.
9. In addition to charging outrageous and unlawful interest rates on borrowed funds (potentially over 10,000 percent per annum in some cases), E-Z CASE LOANS makes loans to persons pursuing workers' compensation claims that are unlawful, violative of the stated public policy of the State of Illinois (820 ILCS 305/21), unfair, deceptive and, all the times, while hiding behind a written claim in the loan documents that their loans are in full compliance with the rules and regulations of the Illinois Department of Financial and Professional Regulation, when they are not.
10. More specifically, E-Z CASE LOANS, G. Traeger and M. Traeger require consumers to secure their loans with their claims and actions against their employer under the Illinois Workers' Compensation Act, and irrevocably assign the proceeds from any resolution of the same to E-Z CASE LOANS, which is violative of 820 ILCS 305/21.
11. Litigation funding is likewise unlawful as it violates the age-old common law doctrines of champerty, maintenance and barratry. See 720 ILCS 5/32-12 and 720 ILCS 5/32-11.

II. JURISDICTION AND VENUE

12. Jurisdiction in this State is proper as E-Z CASE LOANS, G. Traeger and M. Traeger are citizens of the State of Illinois and regularly conduct business in this State.

13. Venue is proper in Cook County, Illinois, as E-Z CASE LOANS, G. Traeger and M. Traeger are citizens of the State of Illinois, are doing business in Illinois and the transactions out of which the causes of action at issue arose occurred in the County of Cook, Illinois. 735 ILCS 5/2-101 & 735 ILCS 5/2-102(a).

III. FACTUAL ALLEGATIONS

14. On or about November 6, 2013, Wilczak borrowed one-thousand dollars (\$1,000) in the form of litigation funding from E-Z CASE LOANS. (the "Loan").
15. The terms of the Loan are memorialized in a written loan agreement signed by the parties. (A true and correct copy of the Loan Agreement is attached hereto as Exhibit "A" and made a part hereof).
16. The stated interest rate on the Loan was thirty-six (36) percent per annum. (Loan Agreement at p. 1).
17. The term of the Loan was one (1) year. (Loan Agreement at p. 1).
18. However, as the Loan was due upon the settlement of the underlying workers' compensation claim or action if the proceeds or payment was made to Wilczak sooner than one (1) year, the interest rate charged by E-Z CASE LOANS could potentially be as high as thirteen-thousand one-hundred and forty percent (13,140 %), or as low as thirty-six percent (36 %). (Loan Agreement at p. 1).
19. In the Loan Agreement, E-Z CASE LOANS stated as follows, in all capital letters:
- "THIS LOAN IS REGULATED BY THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION."** (Agreement at p. 1).
20. The Loan Agreement defined the "Collateral" for the Loan as follows:

“The assignment of a portion of the proceeds of the Borrower’s claim for Workers Compensation against Jewel (“Defendant”), or other potentially responsible parties arising out of the incident in which any claim is based (“Claim”), sufficient to cover all amounts due and owing under this agreement.” (Loan Agreement at p. 1).

21. The Loan was secured by the workers compensation claim that Wilczak had filed against her employer. (Loan Agreement at p. 1, & ¶¶ 4.1 & 4.2).
22. Under the Loan Agreement, Wilczak irrevocably assigned the proceeds from her workers’ compensation claim or action to E-Z CASE LOANS. (Loan Agreement at *Id.*).
23. Under the Loan Agreement, at the insistence of E-Z CASE LOANS, Wilczak irrevocably directed her attorney in writing to repay the Loan first to E-Z CASE LOANS out of the proceeds of any settlement with, or other resolution of the action against, her employer under her claim brought pursuant to the Illinois Workers’ Compensation Act.
24. In 2018, the proceeds of the workers’ compensation claim were paid to E-Z CASE LOANS and the Loan was paid in full.

IV. **CLASS ACTION ALLEGATIONS**

25. There is a statute in the State of Illinois that provides as follows: “No payment, claim, award or decision under this [Illinois Workers Compensation] Act shall be assignable or subject to any lien, attachment or garnishment, or be held liable in any way for a lien, debt, penalty or damages...” 820 ILCS 305/21.
26. Wilczak brings this complaint on behalf of the class, consisting of all persons who are citizens and/or residents of the State of Illinois and who have borrowed monies from E-Z

CASE LOANS secured by a workers' compensation claim or action within the applicable statute of limitations, if any. (the "Loans").

27. Upon information and belief, the Loans for all putative class members involve the same loan documents and terms and conditions as those at issue in Wilczak's case.
28. The class is so numerous that joinder of the members is impracticable.
29. Wilczak alleges, on information and belief, that there are more than one-thousand (1000) members of the putative class.
30. There are questions of law and fact common to the class that predominate over any question affecting only individual class members. The predominate common questions include:
 - a. Whether the loans made to citizens and residents of the State of Illinois that are secured by workers' compensation claims or actions are violative of 820 ILCS 305/21 and otherwise against the public policy of the State of Illinois;
 - b. Whether the collection of interest and fees on said Loans from consumers was deceptive;
 - c. Whether the actions of E-Z CASE LOANS, G. Traeger and M. Traeger as alleged herein were unfair;
 - d. Whether E-Z CASE LOANS, G. Traeger and M. Traeger thereby violated the Illinois Consumer Fraud Act (ICFA"), 815 ILCS § 505/1 *et seq.*;
 - e. Whether E-Z CASE LOANS, G. Traeger and M. Traeger should be enjoined from making any further such unlawful Loans;

- f. Whether E-Z CASE LOANS, G. Traeger and M. Traeger should be ordered to disgorge any interest and fees earned on any such unlawful Loans; and
- g. Whether E-Z CASE LOANS, G. Traeger and M. Traeger should be required to make full restitution of the funds collected from the assignment of the workers' compensation claims and actions of the class.

- 31. Wilczak will fairly and adequately protect the interests of the class.
- 32. Wilczak has retained counsel experienced in handling class actions and claims involving unlawful business practices.
- 33. Neither Wilczak nor Wilczak's attorney have any interest which might cause them not to vigorously pursue this action.
- 34. A class action is an appropriate and superior method for the fair and efficient adjudication of this controversy.
- 35. Since the actual monetary damages suffered and statutory damages available to Wilczak and the class members are relatively small, the burden of individual litigation make it effectively impossible for the class members to seek individual redress for E-Z CASE LOANS' violations.

V. CLAIM
(Count I)
(Violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act)

- 36. Wilczak repeats and realleges the allegations contained in Paragraphs 1 through 35 of the Complaint as Paragraphs 1 through 35 of Count I of the Complaint as though fully pled herein.
- 37. The ICFA forbids unfair or deceptive conduct in the course of commerce.

38. The terms “unfair” and “deceptive” as used in the ICFA are disjunctive, not conjunctive. In other words, a practice may violate the prohibition against unfairness while not violating the prohibition against deception, and vice-versa.
39. At all relevant times, E-Z CASE LOANS, G. Traeger and M. Traeger knew that the Loans were prohibited by 820 ILCS 305/21 and violative of the public policy of the State of Illinois.
40. At all relevant times, E-Z CASE LOANS claimed in writing in the Loan Agreements that the Loans were in compliance with the rules and regulations of the Illinois Department of Financial and Professional Regulation, when they were not.
41. E-Z CASE LOANS’ act of making the Loans, secured by the workers’ compensation claims or actions, was a deceptive practice.
42. E-Z CASE LOANS’ act of making the Loans, secured by the workers’ compensation claims or actions, was unfair.
43. E-Z CASE LOANS’ act of making the Loans, secured by the workers’ compensation claims or actions, was violative of the public policy of the State of Illinois.
44. E-Z CASE LOANS’ practice of causing an assignment of the payments and proceeds due to Wilczak and other borrowers from their employers by virtue of their workers’ compensation claims and actions was a deceptive and unfair practice and violative of the ICFA.
45. E-Z CASE LOANS, G. Traeger and M. Traeger violated the ICFA by preying upon vulnerable persons injured on the job.

46. E-Z CASE LOANS, G. Traeger and M. Traeger violated the ICFA by collecting interest and fees from persons injured on the job under the circumstances of the Loans.
47. E-Z CASE LOANS, G. Traeger and M. Traeger never advised Wilczak or any other members of the class that the Loans were violative of the law.
48. E-Z CASE LOANS' deception and omissions of material fact occurred in the course of a trade or business.
49. E-Z CASE LOANS', G. Traeger's and M. Traeger's deception and omissions of material fact caused Wilczak and the members of the class to proximately suffer damages in the form of payment of interest and fees.
50. The Loans offended the stated public policy of the State of Illinois.

WHEREFORE, Plaintiff, DAWN WILCZAK, respectfully requests this Court to enter judgment in her favor and in favor of the class and against Defendants, E-Z CASE LOANS, LLC, GLEN TRAEGER and MICHELLE TRAEGER, as follows:

- A. Finding that E-Z CASE LOANS, LLC, GLEN TRAEGER and MICHELLE TRAEGER, have violated the ICFA by, but not limited to, engaging in the unfair or deceptive acts and practices alleged herein;
- B. Preliminarily and permanently enjoining E-Z CASE LOANS, LLC, GLEN TRAEGER and MICHELLE TRAEGER, from engaging in the deceptive or unfair acts and practices alleged herein;
- C. Declaring that all contracts entered into between E-Z CASE LOANS, LLC and Illinois consumers by the use of methods and practices declared unlawful and against the

public policy of the State of Illinois are rescinded and requiring that full restitution of said Loans be made to said Illinois consumers;

- D. For actual damages;
- E. For punitive damages in an amount sufficient to punish and deter E-Z CASE LOANS, LLC, GLEN TRAEGER and MICHELLE TRAEGER, from engaging in such unlawful, unfair and deceptive practices in the future;
- F. For attorneys' fees;
- G. For costs of suit; and
- H. For such other and further relief as the Court deems necessary and/or appropriate under the circumstances.

Respectfully submitted,

DAWN WILCZAK,
Plaintiff

Daniel J. Voelker
By Her Attorney

Daniel J. Voelker, Esq.
Voelker Litigation Group
33 N. Dearborn Street
Suite 1000
Chicago, Illinois 60602
312.870.5430
312.254.7666
dvoelker@voelkerlitigationgroup.com
Firm No. 48085

January 5, 2020