UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN

Soberri v. Great Lakes Law Firm, LLC

No. 25-C-1065 (E.D. Wis. Dec. 11, 2025) · No. 25-C-1065 · Decided December 11, 2025

SUMMARY

The United States District Court for the Eastern District of Wisconsin granted Great Lakes Law Firm, LLC's motion to dismiss claims under the Credit Repair Organizations Act and related Wisconsin law. The court held that Great Lakes was not a credit repair organization because its debt-resolution agreement expressly disclaimed credit-repair services, and dismissed the CROA claim with prejudice. The court dismissed the state-law claims without prejudice after relinquishing supplemental jurisdiction.

CASE DETAILS

COURT	United States District Court for the Eastern District of Wisconsin
WRITING FOR THE COURT	William C. Griesbach
JURISDICTION	United States District Court for the Eastern District of Wisconsin
DECIDED	December 11, 2025
DOCKET	25-C-1065
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs asserted claims under the Credit Repair Organizations Act and Wisconsin law. The district court considered Defendant's motion to dismiss under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court tests the sufficiency of the complaint, accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, and disregards legal conclusions and conclusory allegations. The court may consider documents attached to the motion if referred to in and central to the complaint; when an attached document contradicts the complaint's allegations, the document controls.
PRECEDENTIAL VALUE	Unknown; district court opinion with no reported citation and metadata indicating unknown precedential status.
PARTIES	Anthony Soberri, Carolyn A. Soberri v. Great Lakes Law Firm, LLC

TOPICS

motions to dismiss · consumer protection · statutory interpretation · civil procedure · contracts

PRACTICE AREAS

consumer protection · federal civil procedure · consumer credit · contracts

QUESTIONS PRESENTED

1. Whether the complaint plausibly alleged that Great Lakes was a credit repair organization under the Credit Repair Organizations Act.
2. Whether the retainer agreement and related documents could be considered on a Rule 12(b)(6) motion and controlled over a conflicting allegation that Great Lakes promised to improve plaintiffs' credit scores.
3. Whether the court should retain supplemental jurisdiction over plaintiffs' state-law claims after dismissing the sole federal claim.

HOLDINGS

1. Great Lakes was not a credit repair organization within the meaning of CROA because its debt-resolution program was directed at negotiating and resolving debt, not at improving or repairing plaintiffs' credit records, histories, or ratings. An alleged statement that participation might improve credit scores described only an incidental or collateral consequence and was insufficient to bring Great Lakes within CROA's definition.
2. The court could consider the retainer agreement and related presentation because plaintiffs referred to them and attached them to the amended complaint, and the documents were central to the claims. Where the documents contradicted the complaint's allegations, the documents controlled.
3. After dismissing the sole federal claim, the court relinquished supplemental jurisdiction over the state-law claims and dismissed them without prejudice.

KEY QUOTATIONS

> *"This alone does not make Great Lakes a credit repair organization within the meaning of the CROA."* (at 9)

> *"Plaintiffs' CROA claim (Count I) is dismissed with prejudice. Plaintiffs' state-law claims (Counts II-VII) are dismissed without prejudice."* (at 10)

FACTUAL BACKGROUND

Plaintiffs enrolled approximately $27,250.75 in debt in Great Lakes's debt-resolution program in 2021 and paid at least $10,000 before cancelling the services in March 2023. They alleged that Great Lakes represented it could negotiate discounted debt resolutions and improve their credit scores, but did not resolve any enrolled debts or improve their credit. The retainer agreement described debt-resolution and litigation-defense services, expressly stated that Great Lakes did not engage in credit repair or credit reporting, and warned that participation could adversely affect plaintiffs' creditworthiness.

PROCEDURAL HISTORY

Plaintiffs originally filed the action in the Western District of Wisconsin. It was transferred to the Eastern District of Wisconsin and consolidated with Soberri v. Consumer Legal Group, P.C., No. 24-C-804, although the court issued separate decisions because the defendants' contracts and governing state laws differed. The court granted Great Lakes's motion to dismiss, dismissing the CROA claim with prejudice and the state-law claims without prejudice after relinquishing supplemental jurisdiction.

DISPOSITION

dismissed

CASES CITED

- Gibson v. City of Chicago, 910 F.2d 1510, 1520 (7th Cir. 1990)
- Pierce v. Zoetis, Inc., 818 F.3d 274, 277 (7th Cir. 2016)
- McCauley v. City of Chicago, 671 F.3d 611, 616 (7th Cir. 2011)
- Ashcroft v. Iqbal, 556 U.S. 662, 680-81 (2009)
- Brownmark Films, LLC v. Comedy Partners, 682 F.3d 687, 690 (7th Cir. 2012)
- Northern Indiana Gun & Outdoor Shows, Inc. v. City of South Bend, 163 F.3d 449, 454-55 (7th Cir. 1998)
- Tierney v. Vahle, 304 F.3d 734, 738 (7th Cir. 2002)
- Greene v. CCDN, LLC, 853 F. Supp. 2d 739, 749-50 (N.D. Ill. 2011)
- Stout v. FreeScore, LLC, 743 F.3d 680, 681, 683, 685-86 (9th Cir. 2014)
- Plattner v. Edge Solutions, Inc., 422 F. Supp. 2d 969, 970-71, 974-75 (N.D. Ill. 2006)
- Walston v. Nationwide Credit, Inc., No. 18-C-7877, 2019 WL 4139002, at *4 (N.D. Ill. Aug. 30, 2019)
- Wright v. Associated Insurance Co., 29 F.3d 1244, 1251 (7th Cir. 1994)