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

SALLY CZARNECKI, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs.

CENTRAL CREDIT SERVICES, LLC, and SYNCHRONY BANK

Defendants.

## Case No.: 17-cv-400

## CLASS ACTION COMPLAINT

## Jury Trial Demanded

## INTRODUCTION

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

## JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692 k and 28 U.S.C. §§ 1331 and 1337. The court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367. Venue in this District is proper in that Defendant directed its collection efforts into the District.

## PARTIES

3. Plaintiff Sally Czarnecki is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).
4. Plaintiff is a "consumer" as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendants sought to collect from Plaintiff a debt allegedly incurred for personal, family or household purposes, namely a personal credit card account.
5. Defendant Central Credit Services, LLC ("CCS") is a corporation with its principal place of business located at 9550 Regency Square Blvd, Suite 500, Jacksonville, Florida 32225.
6. CCS does substantial business in Wisconsin.
7. CCS is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.
8. CCS is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. CCS is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat § 427.103(3).
9. Defendant Synchrony Bank (hereinafter "Synchrony") is a national bank with its primary place of business located at 170 West Election Road, Suite 125, Draper, UT 84020.
10. Synchrony does substantial business in Wisconsin.
11. Synchrony issues and services "WalMart" and numerous other brand credit cards around the world, including in Wisconsin.
12. When attempting to collect debts in Wisconsin, Synchrony is a debt collector as defined in Wis. Stat § 427.103(3).

## FACTS

13. On or about July 13, 2016, Synchrony mailed a debt collection letter to Plaintiff regarding an alleged debt owed to Synchrony. A copy of this letter is attached to this complaint as Exhibit A.
14. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.
15. Exhibit A states:

## NOTICE OF RIGHT TO CURE DEFAULT

July 28, 2016 is the LAST DAY FOR PAYMENT.
$\$ 158.00$ is the AMOUNT NOW DUE.
You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.
16. Exhibit A states that July 28, 2016 is the last day for payment and if Plaintiff pays by this date, she "may continue with the contract as though [she was] not late."
17. On or about August 10, 2016 Synchrony mailed Plaintiff an account statement regarding the same alleged debt, allegedly owed to Synchrony. A copy of this account statement is attached to this complaint as Exhibit B. Exhibit B states the following:

| Payment Information |  |
| :--- | ---: |
| New Balance | $\$ 2,429.71$ |
| Amount Past Due | $\$ 262.00$ |
| Total Minimum Payment Due | $\$ 369.00$ |
| Overlimit Amount | $\$ 229.71$ |
| Payment Due Date | $09 / 02 / 2016$ |

18. On or about August 12, 2016, Central Credit Services, LLC ("CCS") mailed a debt collection letter to Plaintiff regarding the same alleged debt owed to Synchrony, referred to in Exhibit A. A copy of this letter is attached to this complaint as Exhibit C.
19. Exhibit C was the first letter that CCS sent to Plaintiff with respect to Plaintiff's alleged Synchrony debt.
20. Upon information and belief, Exhibit C is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.
21. Exhibit C states:

Our client Synchrony Bank has placed your Walmart Credit Card Account with our office due to non-payment. Please contact this office at 877-861-1415 to resolve this matter. Our office is interested in working with you and has several payment options available to meet your current financial needs.
22. Exhibit C also states:

## Balance Due: $\$ 2,429.00$

23. Exhibit C, thus, represents that the debt had been accelerated and the full balance is now due.
24. Despite Exhibit A's statement that June 28, 2016 was the last day for payment to cure default and "continue with the contract as though you were not late," and despite Synchrony's and CCS's representations that the debt had been placed with CCS for collection (Exhibit C) and that the debt had been accelerated and the full balance was now due, on or around September 9, 2016, Synchrony sent Plaintiff an account statement for the same account, demanding a minimum payment of $\$ 476.00$. A copy of this statement is attached to this complaint as Exhibit D.
25. Moreover, despite Exhibit A's statement that June 28, 2016 was the last day for payment to cure default and "continue with the contract as though you were not late," and despite Synchrony's and CCS's representations that the debt had been placed with CCS for collection (Exhibit C) and that the debt had been accelerated and the full balance was now due, on or around October 10, 2016 and November 9, 2016, Synchrony sent Plaintiff account statements for the same account, demanding a minimum payment of $\$ 588.00$ and $\$ 700.00$, respectively. A copy of these statements are attached to this complaint as Exhibit E and Exhibit F.
26. Synchrony's representation in Exhibit A that the last day for payment to cure default is July 28, 2016 in order to continue with the contract as though Plaintiff was not late is false and misleading, especially when the consumer is subsequently presented with account statements requesting minimum payments lower than the total balance (Exhibits $\mathrm{D}, \mathrm{E}$ and F ).
27. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due. Exhibit E seeks the entire amount of the debt, $\$ 2,429.00$, but Exhibit D seeks only $\$ 476.00$.
28. CCS and Synchrony both represented the amount of the debt in a way that was confusing to the unsophisticated consumer and/or misrepresented the amount of the debt.
29. Upon information and belief, CCS and Synchrony work in a scripted process to collect Synchrony debts such as Plaintiff's.
30. Upon information and belief, CCS is fully aware of the contents and representations in Exhibit A,
31. Upon information and belief, CCS is fully aware that Synchrony sends Exhibit A to consumers approximately one month before CCS mails a letter in the form of Exhibit C.
32. Upon information and belief, CCS is fully aware that Synchrony continues to send statements to consumers seeking a "minimum payment" and not representing that the entire balance is due.
33. Plaintiff was confused by Exhibits A-F.
34. The unsophisticated consumer would be confused by Exhibits A-F.
35. Plaintiff had to spend time and money investigating Exhibits A-F.
36. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibits A-F.
37. The FDCPA presumes that violations cause injury to consumers. Congress authorized an award of statutory damages for violations. 15 U.S.C. § $1692 \mathrm{k}(\mathrm{a})$.
38. Moreover, Congress has explicitly described the FDCPA as regulating "abusive practices" in debt collection. 15 U.S.C. §§ 1692(a) - 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. See 15 U.S.C. §§ 1692(e) ("It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses").
39. 15 U.S.C. § 1692 e generally prohibits "any false, deceptive, or misleading representation or means in connection with the collection of any debt."
40. 15 U.S.C. § $1692 \mathrm{e}(2)(\mathrm{a})$ specifically prohibits "The false representation of - the character, amount, or legal status of any debt."
41. 15 U.S.C. § $1692 \mathrm{e}(10)$ specifically prohibits the "use of any false representation or deceptive means to collect or attempt to collect any debt."
42. 15 U.S.C. § $1692 \mathrm{~g}(\mathrm{a})$ requires:

## (a) Notice of debt; contents

 Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing-(1) the amount of the debt;
43. The FDCPA requires the debt collector to state the amount due on the date the collection letter is sent, "without "obscur[ing] it by adding confusing other information (or misinformation)." Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, \& Clark, L.L.C., 214 F.3d 872, 875-76 (7th Cir. 2000); Marshall-Mosby v. Corporate Receivables, Inc., 205 F.3d 323, 326 (7th Cir. 2000); Bartlett v. Heibl, 128 F.3d 497, 500 (7th Cir. 1997).
44. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: "Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist."
45. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: "Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt."

## COUNT I - FDCPA

46. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.
47. Count I is brought against Defendant CCS.
48. CCS represented to Plaintiff and class members that their Synchrony accounts had been accelerated by seeking to collect the entire balance and not just the amount actually due.
49. Prior to sending Exhibit E, which demands payment of the balance of the WalMart credit card account, CCS was aware that Synchrony would continue to send statements seeking a "minimum payment" lower than the balance.
50. At the time it sent Exhibit E to the class, CCS knew that Synchrony would continue to send class members account statements seeking a "minimum payment" lower than the account balance.
51. CCS made false, misleading and confusing representations about the amount of the debt.
52. CCS's conduct violates 15 U.S.C. §§ 1692e, 1692e(10), 1692g and $1692 \mathrm{~g}(\mathrm{a})$.

## COUNT II -- WCA

53. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.
54. Count II is brought against both defendants.
55. Unlike the FDCPA, the WCA's debt collection provisions apply to original creditors who are attempting to collect their own debts. Wis. Stat. § 427.103(3) ("'Debt collector' means any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.'").
56. Original creditors, including Synchrony, are debt collectors under the WCA. Wis. Stat. § 427.103; Hartman v. Meridian Fin. Servs., 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002) ("Unlike the [Fair Debt Collection Practices Act, 15 U.S.C. 1692, et seq.], the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.").
57. In Exhibit E, CCS represented to Plaintiff and class members that their Synchrony accounts had been accelerated so that the entire balance was due.
58. In fact, when CCS sent Exhibit E, CCS and Synchrony both knew that Synchrony would continue to send class members account statements seeking a minimum payment of less than the entire balance.
59. CCS's and Synchrony's conduct violates the Wisconsin Consumer Act, Wis. Stat. §§ 427.104(1)(j) and 427.104(1)(L).

## COUNT III -- WCA

60. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.
61. Count III is brought against both defendants.
62. Exhibits A and C provide facially conflicting deadlines for payment.
63. CCS's and Synchrony's conduct violates the Wisconsin Consumer Act, Wis. Stat. §§ 427.104(1)(h) and 427.104(1)(L).

## CLASS ALLEGATIONS

64. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit A, (c) and subsequently were sent a letter in the form of Exhibit E, (d), and subsequently were sent an Synchrony statement such as Exhibit F, (e) seeking less than the full balance of the account (f) for an alleged debt incurred for personal, family or household purposes, (g) between March 17, 2016, and March 17, 2017, (h) that were not returned by the postal service.
65. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.
66. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A and E violate the FDCPA and/or the WCA.
67. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.
68. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.
69. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

## JURY DEMAND

70. Plaintiff hereby demands a trial by jury.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendants for:
(a) actual damages;
(b) statutory damages;
(c) attorneys' fees, litigation expenses and costs of suit; and
(d) such other or further relief as the Court deems proper.

Dated: March 17, 2017

# ADEMI \& O'REILLY, LLP 

By: /s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Denise L. Morris (SBN 1097911)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
dmorris@ademilaw.com

## EXHIBIT A

## 

## NOTICE OF RIGHT TO CURE DEFAULT

RE: Walmart Credit Card
Account Number Ending in: 6290
Dear Sally A Czarnecki,
July 28,2016 is the LAST DAY FOR PAYMENT.
$\$ 158.00$ is the AMOUNT NOW DUE.
You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK
P.O. BOX 530927

ATLANTA, GA 30353-0927
Sincerely,
SYNCHRONY BANK
1-800-641-4526

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK

## Exhibit B

Walmart \&

## Easy ways to pay your bill...



You can view all your account details at walmartcom/creditlogin.
The Walmart MasterCard is issued by Synchrony Bank pursuant to a license by Mastercard intemational Incorporated. MasterCand is a registered trademark of Masterfand International incorporated. The following are marks and/or registered marks of Wal-Mart Stores, inc: the "Spark" design ( $*=2$ ), Walmart, and Save Mongy. Live Better.


PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE
NOTICE: We may convert your payment into an electronic debit. See reverse for detaits, Billing Fights and other important information.


|  | Account Number: |  |  | 6290 |
| :---: | :---: | :---: | :---: | :---: |
| Total Minímum Payment Due | Amount Past Due | $\begin{gathered} \text { Payment Due } \\ \text { Date } \end{gathered}$ | Overlimit Amount | W Balance |
| \$369.00 | \$26200 | 09/02/2016 | \$229. | 429 |



New address or email? Print changes on back.


Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabililies, use a TRS. Unless your name is lisied on this statement, your access to information on the account may be limited. You may also mail questions (but not paymenis) to: P.O. Box 965022 , Oriando, FL 32896-5022. Please include your account number on any correspondence you send to us.
Paymenis: Send paymenis to the address listed on the remit portion of ihis statement or pay online.
Payments: Send paymenis to the address listed on the remit porion of this statement or pay onine.
Nofice: See below for your Biling Rights and other important information. Telephoning about bilting errors will not preserve your righis under federal Nofice: See below for your Biling Rights and other important information. Ielephoning about biting errors wil not prese
law. To preserve your rights, phease write to our Billing Inquiries Address, P.O. Box 965023 , Oriando, FL $32896-5023$.
Purchases, relurns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us efither to use information from your check to make a one-ime electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 960098 Orlando, FL 32896.0098 and not the Payment Address.

What To Do If You Think You Find A Mistake On Your Statement
If you think there is an error on your statement. write to us at the Bitling Inquiries Address of:
Synchrony Bank
P.O. Box 965023, Orlando, FL 32896-5023

In your tetter. give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Froblem: If you think there is an error on your bill describe what you believe is wrong and why you believe it is a mistake.
You must contact us within 60 days after the error appeared on your statement.
You must notiyy us of any poiential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amounl in question.
While we investigate whether or not there has been an error, the following are true:
- We cannol try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on thal amount. But, if we determine that we made a mistake, you will noi have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good taith to correct the problem with the merchant, you may have the righi nol to pay the remaining amount due on the purchase
To use this right, all of the following must be true.

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price musi have been more than $\$ 50$. Note: Neither of these are necessary if your purchase was based on an advertisement we mailiad io you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made wiih cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissafisfied with the purchase, contaci us in writing at:
Synchrony Bank
P.O. Box 965023, Orlando. FL 32896-5023

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.
information About Payments: You may at any time pay, in whole or in part, the totai unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received ai the Paymeni Address, (b) is not made in U.S. dollars drawn on a U.S. financiad institution located in the U.S., (c) is not accompanied by the remiltance coupon attached to your staiement, (d) contains more than one payment or remitance coupon, (e) is not received in the remitance envelope provided or (i) includes staples, paper clips, tape, a folded check, or correspondence of any type Conditional Payments: All writen communications concerning disputed amounts, including any check or oher payment insirument that: (i) indicates that the payment consitutes "payment in full" or is tendered as full satisfaction of a disputed amourt; or (ii) is lendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 985023, Orlando, FL 32896-5023.
Credifs To Your Account: An amount shown in parentheses or preceded by a minus $(-)$ sign is a credit or credit balance unless otherwise indicated. Credits will be appied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.
Credff Reports And Account Information: If you believe that we have reportad inaccurate information about you to a consumer-reporting agency, please contact us al P.O. Box 965024 , Orlando, FL $32896-5024$. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of thai report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your accouni may be reflected in your credit report.

## Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which incules unpaid interest), add any new charges and applicable fees, and subtract any payments or credils. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate dally bakance will be calculated for each batance type on yout account. The balance(s) shown in the interest Charges section of this stalement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.
Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average cialiy balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up ail the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the interest Charges section of this statement. Any average daly balance of less than zero will be treated as zero. A separate average daily balance will be caiculated for each balance type on your account.
Bankruptcy Notice: If you file bankrupicy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., F.O. Box 965060, Ortando, FL 32896-5060 Your account is owned and serviced by Synchrony Bank.
*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any conlact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system andfor an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number andfor email, please check the box and prini the changes beiow.
Street
Address
City, State
ZIP
Phone \#
Email

Walmart
Save money. Live better.


Interest Charge Calculation
Your Annual Percentage Rate (APR) is the annual interest rate on your account

| Type of Balance | Expiration | Plan | Annual Percentage | Balance Subject to | Interest Charge |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Date | Type | Rate | Interest Rate |  |  |
| Regular Purchases \& Cash | NA | REG | $23.15 \%(v)$ | $\$ 2,380.56$ | $\$ 46.81$ |  |
| Advances |  |  |  |  |  |  |

$(v)=$ Variable rate
Cardholder News and Information
If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

This is a duplicate courtesy copy of your most recent billing statement. You can still view and pay your electronic statement online.

Please remember, if your account is subject to interest charges, you must pay your entire balance due by the due date each month to avoid paying interest.
Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment
in Sam's Club@ or Waimart ${ }^{-1]}$.

## Exhibit C

Dept-01
PO Box 1022
Wixom MI 48393-1022
CHANGE SERVICE REQUESTED

August 12, 2016

Sally A Czarnecki
3811 E CUDAHY AVE
CUDAHY WI 53110-1233

## Central Credit Services LLC

20 Corporate Hills Dr. - Saint Charles, MO 63301-3749 Toll Free: 877-861-1415

## Hours of Operation:

7am - 9pm M-Th. CT • 7am - 4pm Fri \& Sat CT
7am to 12pm Sun CT

## Account Information

Creditor: Synchrony Bank
Re: Walmart Credit Card Account
Account \#: $X X X X X X X X X X \times \times 6290$
Central Credit Services \#: $\$ 496$
Balance Due: $\$ 2,429.00$

## Dear Sally A Czarnecki :

Our client Synchrony Bank has placed your Walmart Credit Card Account with our office due to non-payment Please contact this office at 877-861-1415 to resolve this matter. Our office is interested in working with you and has several payment options available to meet your current financial needs.

You may also access your account information online at: www.walmart.com/credit
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. Calls to or from this company may be monitored or recorded.

The preceding information does not affect your rights set forth below:
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 after 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 of 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.


## Exhibit D

## 3 easy ways to pay your bill:

Online

Reminder! View account details anytime at walmart.com/creditlogin.



## Walmart'



PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.
NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

Detach and mail this portion with your check. Do not include any correspondence with your check. -I
Walmart
Save money. Live better.

| Account Number: |  |  |  |  |  | 6290 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Due | Amount | Payment Due | Overlimit | New Balance |  |  |
| $\$ 476.00$ | $\$ 369.00$ | Date Due | Amaunt |  |  |  |



New address or email? Print changes on back.


Customer Service: For account information, call the number on the front of this statement For Hearing or Speech disabililies, use a IRS. Unless your name is lisied on this statement, your access to information on the account may be limilied. You may also mail questions (buf not payments) to P. . Box 965022 Orlando, FL 32896 -5022. Flease include your account number on any correspondence you send to us.
ta: P.O. Box 965122, , 1 ando, FL 2adress listed on the remil portion of this slatement or pay online.
Payments: Send payments to the address listed on the remit portion or this slatement of pay oliline.
Notice: See below for your Biling Rights and other important informalion. Telephoning about iling errors will nol preserve your rights under federa Notice: See betow for your Billing Rights and other important informailion. Telephoning about biling errors wil not prese
law To preserve your rights, please write to our Biling Inquiries Address, P.O. Box 965023 , Orlando, FL 32896 -5023.
Purchases, returns, and payments made just prior to biliing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transacion. When we use information from your check to make an elecitronic fund transfer, tunds may be windrawn from your account as soon as the same day we receive your payment, and you will receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 960098 Oriando, FL 32896 -0098 and not the Payment Address.

What To Do ff You Think You Find A Mistake On Your Statement
If you think there is an error on your statement, witte to us at the Biling inquiries Address of:
Synchrony Bank
F. O. Box 965023 , Orlando, FL $32896-5023$

In your letter, give us the following information

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe il is a mistake.
You must contact us within 60 days after the ertor appeared on your staiement.
You musi notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amounl in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your stalement, and we may continue to charge you interest on that amourt. But, if we determine that we made a mistake, you will nol have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpzid amount against your credit limit.

Your Rights if You Are Dissatisfied With Your Credfl Card Purchases
If you are dissatisfied with the goods or services thal you have purchased with your credil card, and you have tried in good falth to correct the problem with the merchant, you may have the righin not to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 milas of your current mailing address, and the purchase price must have been more than $\$ 50$. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your tredit card for the purchase. Purchases made with cash advances trom an ATM or with a check thal accesses your credif card account do not quallify.
3. You must not yet have tuily paid for the purchase.

If all of the criterta above are met and you are sill clissatisfied with the purchase, contact us in wning at:
Synchrony Bank
P.O. Box 965023, Oriando, FL 32896-5023

While we investigate, the same rules apply to the disputed amount as discussed above. Atter we finish our investigation, we will tell you our decision. At that point, if we think you owe an amouni and you do not pay we may report you as delinquent.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after $5.00 \mathrm{p} . \mathrm{m}$ ( ET ) on any day will be credilied as of the nexd day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial instilution locited in the U.S., (c) is not accompanied by the remiltance coupon attached to your statement, (d) contains more than one payment or remittance coupon, ( $\theta$ ) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a forded cheek, or correspondence of any type. Conditional Payments: All writen communications concerning disputed amounts, including any check or other payment instrument thai: (i) indicates that the payment constitules "payment in fult" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other condtions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965023, Orlando, FL 32896-5023.
Credifs To Your Account: An amount shown in parentheses on preceded by a minus (-) sign is a credit or credii balance unless otherwise indicated. Credits will be applied to your previous balance inmediately upon receipi, but will not satisfy any required payment that may be due. Credit Reports And Account information: If you believe thal we have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965024, Orlando, FL 32896-5024. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your accourt may be reflecied in your credit report.
Balance Subject To Interest Charge Calculation
Method 20 (Dally Balance method): We figure the interest charge on your account by applying the pariodic rate to the "dally balance" of your account for each day in the biling cycce. We then add the interest to the daily balance To get the "daily balance" we lake the beginning balance of your account each day (which includes unpaid interest), add any new charges and applicabie fees, and subitract any payments or creadis. This gives us the daily balance. Any daly balance of less than zero will be treated as zero. A separate daly balance will be catculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this slatement is the sum of the daily balances for each day in the biling cycle dvided by the number of days in the billing cycle.
Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily baiance" of your account. To get the "average daily balance ${ }^{5}$ we take the beginning balance of your account each day, which includes any unpaid interest charges from the previbus biling cycle, add any new charges and appicable fees, and subtrac any paymenis or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the biling cycle. This gives us the "average dality balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily talance will be calculated for each balance type on your account.
Bankruptcy Notice: If you file bankruptcy you must send us notice, incuding account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060 , Orlando, FL 32896 -5060 Your account is owned and serviced by Synchrony Bank.

This is an attempt to collecl a debt and any information oblained will be used for that purpose.
"By prowiding a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide. and you consent to the use of any automatio telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.
Streot
Address
City, State
ZP
$\stackrel{\square}{\omega}$

Interest Charge Calculation
Your Annual Percentage Rafe (APR) is the annual interest rate on your account

| Type of Balance | Expiration | Plan | Annual Percentage | Balance Subject to | Interest | Balance |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Date | Type | Rate | Interest Rate | Charge | Method |
| Regular Purchases \& Cash | NA | REG | $23.15 \%(v)$ | $\$ 2,461.54$ | $\$ 46.84$ | 20 |
| Advances |  |  |  |  |  | 20 |

$(v)=$ Variable rate

Cardholder News and Information
If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to reenroll at any time.
Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club ${ }^{(8)}$ or Walmart ${ }^{(8)}$.

## Exhibit E

## 3 easy ways to pay your bill:

4
Log in to your account at walmart.com/creditiogin


At any Walmart store or Sam's Club register

By mail
Send a personal check in the mail with the payment stab attached

Reminder! View account details anytime at walmart.com/creditlogin.




SALLY A CZARNECKI
Visit us at walmart.com/credit

| Sumenary of Account Activity | Account Number: |
| :--- | ---: |
| Previous Balance |  |
| + Fees Charged | $\$ 2,511.55$ |
| + Interest Charges | $\$ 35.00$ |
| New Balance | $\$ 50.06$ |
|  | $\$ 2,596.61$ |
| Credit Limit |  |
| Available Credí | $\$ 2,200$ |
| Cash Advance/Quick Cash Limit | $\$ 0.00$ |
| Available Cash | $\$ 440$ |
| Statement Closing Date | $\$ 0.00$ |
| Days in Billing Gycie | $10 / 10 / 2016$ |
|  | 31 |

## 321 Save Rewards Summary

Earned this Statement
3\% Earned on Walmart.com
$2 \%$ Earned on Fuel ${ }^{*}$
$1 \%$ Earned on Other Purchases
Total Earned this Statement
Redeemed this Statement
*Walmart and Murphy USA stations only


PAYMENT DUE BY 5 PM. (ET) ON THE DUE DATE
NOTICE: We may convert your payment into an electronic debit. Se日 reverse for details, Billing Rights and other important
information.

EXPAGE 1 of 4
911236000218 D1EA5404
24666 Detach and mail this portion with your check. Do not include any correspondence with your check. -।
Walmart
Save money, Live better.

| Actal Minimum |  |  |  |  |  |  | Amount | Payment Due | Overlimit | New Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Due | Past Due | Date | Amount |  |  |  |  |  |  |  |
| $\$ 588.00$ | $\$ 476.00$ | $11 / 02 / 2016$ | $\$ 396.61$ | $\$ 2,596.61$ |  |  |  |  |  |  |

Payment Enclosed:
Please use blue or black ink. $\square$


New address or email? Print changes on back.


Customer Service: For account information, call the number on the front of this statemen. For Hearing or Speech disabilities, use a TRS. Uniess your name is listed on this statement, your access to information on the accouni may be limited. You may also mail questions (but not payments) o: P.O. Box 965022 , Orlando, FL 32896 -5022. Please include your account number on any correspondence you send to us.
Payments: Send payments to the address fisted on the remit porion of this statement or pay online.
Notice: See below for your Billing Rights and oher important information. Telephoning about biling errors will not preserve your rights under federa law. To preserve your fights, please write to our Billing inquirtes Address, P.O. Box 965023, Orlando, FL 32896-5023.
Purchases, returns, and paymenis made just prior to biling date may noi appear until next monith's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transier from your account of to process the payment as a your account a cheok trans a解 account as soon as the same day we receive your payment, anding your payment (with the payment stub), in your own envelope - not choose nof to have your payment collected electronically by solos Orlando, FL $32896-0098$ and not the Payment Address.

What To Do If You Think You Find A Mistake On Your Statement If you think there is an error on your statement, write to us at the Billing Inquiries Address of:
Synchrony Bank
P.O. Box 965023 , Orlando, FL 32896-5023

In your letter, give us the foliowing information:
Account information: Your name and account number

- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe It is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must nolify us of any potential grrors in wniting. You may call us, but if you do we are not required to investigaie any potential errors and you may have to pay the amount in quastion.

While we investigate whether or not there has boen an error. the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amouni.
- The charge in question may remain on your statement, and we may continue fo charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the probtem with the merchant, you may have the right nol to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $\$ 50$. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made wilh cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contack us in writing at:
Synchrony Bank
P.O. Box 965023, Orlando, FL 32896-5023

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after $5: 00 \mathrm{p} . \mathrm{m}$. (ET) on any day will be crediled as of the next day. Credit to your Account may be delayed up to five dass if payment (a) is not received at the Payment Address, (b) is not made in U.S. doliars drawn on a U.S. financial insitution located in the U.S., (c) is not accompanied by the remittance coupon attached o your statement ( $d$ ) contains more than one payment or remitance youpon, ( $\theta$ is not received in the remittance envelope provided or ( $f$ ) coupon, (e) is paper clips tape a fodded chack or correspondence of
 any type Conditionai Payments: Al writien communications concerning disputed amounts, induding any chock or other payment instrumen that: (i) indicates that the payment constitutes "payment in fult" of is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965023, Ortando, FL 32896-5023.
Credits To Your Account: An amount shown in parentheses or preceded by a minus (.) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisty any required payment that may be due. Gredit Reports And Account information: If you believe that we have Credod inaccurate information abour you to a consumer-reporting epe agency, please contact us at P.O. Box 965024, Orlando, FL $32890-5024$ In doing so, please idenifify the inaccurate information and lell us why you believe it is incorrect. If you have a copy of the credit report that inctudes the inaccurate information, please include a copy of thal report We may report information about your account to credi bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report
Balance Subject To interest Charge Calculation
Method 2D (Daily Balance method): We figure the interest charge on your accouni by applying the periodic rate to the "daily balance" of yout account for each day in the billing cycle. We then add the interest to the daily balance To get the "daily balance" we take the beginning balance daly bar un (whech includes unpaiderest) add any new of your account each day (which includes upaid ineest), ado any new charges and applicable fees, and subtract any payments or credis. This gives us the dally balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the blling cycle. Miethod 2m (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges and applicable fees, and subtract any payments or credits. This gives us the daity balance. Then, we add up all the daily baiances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the batance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculaied for each balance type on your account.
Bankruptcy Notice: If you file bankruptcy you must send us notice, inctuding account number and all information related to the proceseding to the following address: Synchrony Bank, Attr: Bankruptcy Dept., F.O. Box 965060, Oriando, FL 32896-5060 Your account is owned and serviced by Synchrony Bank.

This is an attempt to colleci a debt and any information obtained will be used for that purpose.
*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your accounl conlacting you about your account, inctuding using any confact information or cell phone numbers you provide, and you consent to the use of any automatic lelephone dialing system and/or an arlificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.
Street
Address
Cily. State
ZIP

| Phone \# |
| :--- |
| Email |

Home Phone\# \# Business Phone \# | *ell \# or other phone \# |
| :---: |
| We can use to contact you |



Cardhalder News and Information
PLEASE READ THE IMPORTANT CHANGE-IN-TERMS NOTICE INGLUDED ON THIS BILLING STATEMENT. THIS NOTICE MAKES CHANGES TO THE CARDHOLDER AGREEMENT GOVERNING YOUR ACCOUNT.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to reenroll at any time.
Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club(A) or Walmart( ${ }^{(A)}$

Important Changes to Your Account Terms
The following is a summary of changes that are being made to your account terms.
Unless otherwise noted, these changes will take effect on 12/09/16.

|  |  |  |
| :--- | :--- | :--- |
| Late Payment | Up to $\$ 37$ | Revised Terms |
| Fee |  |  |

Additional Information about the Late Payment Fee change
We are increasing the Late Payment Fee applicable to your account. The Late Payment Fee terms in your credit card agreement will be replaced with the Late Payment Fee terms shown below. Please keep this important document for your records.

## "Late Payment Fee

We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:

1. $\$ 27$, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles;
OR
2. $\$ 37$, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.
The late payment fee will never be more than the total minimum payment that was due."

## EXHIBIT F

## 3 easy ways to pay your bill:

Reminder! View account details anytime at walmart.com/creditlogin.




$3 \cdot 21$ Save Rewards Summary
Earned this Statement
3\% Earned on Walmart.com
$2 \%$ Earned on Fuel*
$1 \%$ Earmed on Other Purchases
Total Earned this Statement
Redeemed this Statement
Walmart and Murphy USA stations only
$\$ 0.00$
$\$ 0.00$
$\$ 0.00$
$\$ 0.00$
$\$ 0.00$

| Payment Information |  |  |
| :---: | :---: | :---: |
| New Balance |  | \$2,681.66 |
| Amount Past Due |  | \$588.00 |
| Total Minimum Paym | nt Due | \$700.00 |
| Overlimit Amount |  | \$481.66 |
| Payment Due Date |  | 12/02/2016 |
| Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to $\$ 35.00$. Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example: |  |  |
| If you make no additional charges using this card and each month you pay | You will pay off the balance shown on this statement in about... | And you will end up paying an estimated total of ... |
| Only the minimum payment | 9 years | \$5,019.00 |

If you would like information about credit counseling services call 1-877-302-8775


PAYMENT DUE BY 5 P.M (ET) ON THE DUE DATE.
NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information. Detach and mail this portion with your check. Do not include any correspondence with your check.

| Account Nurnber |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Total Minimum | Amount | Payment Due | Overlimit | New Balance |
| Payment Due | Past Due | Date | Amount |  |
| $\$ 700.00$ | $\$ 588.00$ | $12 / 02 / 2016$ | $\$ 481.66$ | $\$ 2,681.66$ |



New address of email? Print changes on back.

SALLY A CZARNECKI
PO BOX 100144
CUDAHY WI 53110-6102
 Make Payment To: WALMART/SYNCHRONY BANK P.O. BOX 530927

ATLANTA, GA 30353-0927 your name is listed on this statement, your access to information on the account may be limited. You may aiso mail questions
to: P.O. Box 955022 , Oriando, FL 32896-5022. Please include your account number on any corres
Payments: Send payments to the address listed on the remil portion of this statement or pay onine.
aing ertors will not preserve your tighls under federa Notice: See below for your Bilng Righis and our Biling Inquiries Address, P.O. Box 965023, Orlando, FL 32896-5023.
Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as解 payment, you authorize us either to use information inom your from your check to make an electronic fund transter, funds may be withdrawn from the payment as a check transaction. When we use information from your check io make an elechork back from your financial institution. You may your account as soon as the same day we receve your payment, and you will payment (with the payment stub), in your own envelope - no choose not to have your payment collected electronicaly 10 . $32896-0098$ and not the Payment Address.

What To Do If You Think You Find A Mistake On Your Statemen If you think there is an error on your statement, write to us at the Billing Inquiries Address of:
Synchrony Bank
P.O. Bcx 965023, Orlandu, FL 32896 -5023

In your letier, give us the following information:

- Accouni information: Your name and account number.
- Dollar amount: The dollar amount of the suspecied error
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential efrors and you may have to pay the amount in question.
White we invesligate whether or not there has been an error, the following are true:
- We cannot try to colloct the amount in question, or report you as delinquent on thal amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amounl in question of any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price musi have been more than $\$ 50$. (Note: Neither of these are necessay if your purchase was based on an advertisement we mailed to you, of if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have tilly paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in witing at:
Synchrony Bank
PO. Box 965023 , Orlando, FL 32896-5023
Whie we investigate, the same rules apply to the disputed amount as discussed above. After we firish our investigation, we will tell you our decision. At thai point, if we think you owe an amount and you do not pay we may report you as delinquent.

Formation About Paments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Accounl may be delayed up to five days if payment (a) is nol recelved at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial inslitution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remitance coupon, ( $\theta$ ) is not received in the remitance envelope provided or ( $f$ ouphe staples paper clips tape a folded check, or correspondence o ncludes staples, paper clips, lap allorem, any type. Conditional Payments: All written communications concerning disputed amounts, including any check or olher payment instrumen that: (i) indicates that the payment consttutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us ai P.O. Box 965023 , Oriando, FL $32896-5023$.
Credfits To Your Account: An amount shown in pareniheses or preceded by a minus (-) sign is a credit or credit balance uniess otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will nol satisfy any required payment that may be due. Credif Reports And Account information: If you believe that we have reportod inaccutate information about you to a consumer-reporting pery plase contact us at PO Box 965024 , Orlando, FL $32896-5024$ agency, please contus at Po. Box intormation and tell us In doing so, please identity the inaco a copy of the credit reprot that you believe it is incorrect. lf you have a copy of the credit report tha includes the inaccurate information. please include a copy of thal repot We may report information about your account to credil bureaus. Late oayments, missed payments, or other defaulls on your account may be reflected in your credit report.
Balance Subject To Interest Charge Calculation
Method 2D (Daily Balance method): We figute the interesi charge on your account by applying the periodic rate to the "daily batance" of your account for each day in the biling cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new of your account eaces and subtract any payments or credis. This charges and applicabe fers, and subrack a less than zero will be gives us the deily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calcuialed for each balance type on your accoum. The baiance(s) shown in the Interest Changes section of this staiement is the sum of the daily baiances for each day in the billing cycle divided by the number of days in the billing cycle.
Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balances we take the beginning balance of yout account each day which includes any unpaid inerest charges from the previous billing aycle add any new charges and applicable fees, and subtract biny parents on credits. This gives us the daily batance Then, we add any payments oreds. for the billing cycle and rivide the total by the up all the daily balanoes for the biling cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.
Bankruptcy Notice: If you file bankrupicy you must send us notice, including account number and all intormation related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965050. Orlando, FL 32896-5060 Your account is owned and serviced by Synchrony Bank.

This is an attempt to collect a debt and any information obtained will be used for that purpose
*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account confacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing sysiem andtor an arificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.
Street
Address
City, State
ZIP
Phone \#
Email


## Cardholder News and Information

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR
CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT
If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.
Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your paymen in Sam's Clube or Walmart ${ }^{(8)}$

Case 2:17-cv-00400 Filed 03/17/17 Page 5 of 5 Document 1-6

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

## Place an X in the appropriate Box: <br> $\square$ Green Bay Division

$\square$ Milwaukee Division

## I. (a) PLAINTIFFS SALLY CZARNECKI

(b) County of Residence of First Listed Plaintiff

Milwaukee
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi \& O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110 (414) 482-8000-Telephone (414) 482-8001-Facsimile

## DEFENDANTS

CENTRAL CREDIT SERVICES, LLC, et al.

## County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

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

```
\square1 U.S. Government
Plaintiff
\(\square 2\) U.S. Government
Defendant
```

ص 3 Federal Question
(U.S. Government Not a Party)
$\square 4$ Diversity
(Indicate Citizenship of Parties in Item III)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an " x " in One Box for Plaintiff $^{\text {P }}$

| (For Diversity Cases Only) |  |  | and One Box for Defendant) |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | PTF | DEF |  | PTF | DEF |
| Citizen of This State | $\square 1$ | $\square 1$ | Incorporated or Principal Place of Business In This State | $\square 4$ | $\square 4$ |
| Citizen of Another State | $\square 2$ | $\square 2$ | Incorporated and Principal Place of Business In Another State | $\square 5$ | $\square 5$ |
| Citizen or Subject of a Foreign Country | $\square 3$ | $\square 3$ | Foreign Nation | $\square 6$ | $\square 6$ |

OTHER STATUTES
 (Place an " X " in One Box Only)
$\square 1 \underset{\text { Original }}{\text { Proceedin }}$

Proceeding2 Removed from Removed fron
State Court Appellate Court

प $4 \begin{gathered}\text { Reinstated or } \\ \text { Reopened }\end{gathered} \quad 5 \begin{gathered}\text { Transferred from } \\ \text { another district } \\ \text { (specify) }\end{gathered}$ another di
(specify)

Judge from
Magistrate

|  |  | Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <br> VI. CAUSE OF ACTION |  |
| :--- | :--- | :--- | :--- |
|  | 15 U.S.C. 1692 et seq |  |  |

## VIII. RELATED CASE(S)

IF ANY
(See instructions): JUDGE

## DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD
s/ John D. Blythin
March 17, 2016
$\qquad$

# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44 

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:
I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an " X " in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)
III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
V. Origin. Place an " X " in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.
VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity.

Example:
U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service
VII. Requested in Complaint. Class Action. Place an " X " in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
Date and Attorney Signature. Date and sign the civil cover sheet.

## United States District Court <br> for the

Eastern District of Wisconsin

| SALLY CZARNECKI | ) |  |
| :---: | :--- | :--- |
| Plaintiff |  |  |
| v. | ) |  |
| CENTRAL CREDIT SERVICES, LLC, and Action No. $17-\mathrm{cv}-400$ |  |  |
| SYNCHRONY BANK | ) |  |
| Defendant | ) |  |

## SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) $\begin{gathered}\text { CENTRAL CREDIT SERVICES, LLC } \\ \text { c/o C T CORPORATION SYSTEM } \\ \\ \text { 8020 Excelsior Dr. Ste. } 200 \\ \\ \text { Madison, WI 53717 }\end{gathered}$

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: John D. Blythin

ADEMI \& O'REILLY, LLP
3620 E. LAYTON AVE.
CUDAHY, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: $\qquad$

Civil Action No. 17-cv-400

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (I))

This summons for (name of individual and title, if any) was received by me on (date) $\qquad$ .
$\square$ I personally served the summons on the individual at (place)
on (date) ; or
$\square$ I left the summons at the individual's residence or usual place of abode with (name)
$\qquad$ , a person of suitable age and discretion who resides there, on (date) $\qquad$ , and mailed a copy to the individual's last known address; or
$\square$ I served the summons on (name of individual) $\qquad$ , who is
designated by law to accept service of process on behalf of (name of organization) on (date) $\qquad$ ; or
$\square$ I returned the summons unexecuted because $\qquad$ ; or
$\square$ Other (specify):

My fees are \$ $\qquad$ for travel and \$ $\qquad$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: $\qquad$
Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

## United States District Court <br> for the

Eastern District of Wisconsin

| SALLY CZARNECKI | ) |  |
| :---: | :--- | :--- |
| Plaintiff | ) |  |
| v. | ) |  |
| Civil Action No. 17-cv-400 |  |  |
| CENTRAL CREDIT SERVICES, LLC, and | ) |  |
| SYNCHRONY BANK | Defendant |  |

## SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SYNCHRONY BANK<br>170 West Election Road, Suite 125<br>Draper, UT 84020

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: John D. Blythin

ADEMI \& O'REILLY, LLP
3620 E. LAYTON AVE.
CUDAHY, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: $\qquad$

Civil Action No. 17-cv-400

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (I))

This summons for (name of individual and title, if any) was received by me on (date) $\qquad$ .
$\square$ I personally served the summons on the individual at (place)
on (date) ; or
$\square$ I left the summons at the individual's residence or usual place of abode with (name)
$\qquad$ , a person of suitable age and discretion who resides there, on (date) $\qquad$ , and mailed a copy to the individual's last known address; or
$\square$ I served the summons on (name of individual) $\qquad$ , who is
designated by law to accept service of process on behalf of (name of organization) on (date) $\qquad$ ; or
$\square$ I returned the summons unexecuted because $\qquad$ ; or
$\square$ Other (specify):

My fees are \$ $\qquad$ for travel and \$ $\qquad$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: $\qquad$

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: Consumer Alleges Two Defendants Broke Federal Debt Collection Laws

