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. § 1692k 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

 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 <u>Exhibit A</u>.

14. Upon information and belief, <u>Exhibit A</u> is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

15. <u>Exhibit A</u> 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. <u>Exhibit A</u> 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 <u>Exhibit A</u>. A copy of this letter is attached to this complaint as <u>Exhibit C</u>.

19. <u>Exhibit C</u> was the first letter that CCS sent to Plaintiff with respect to Plaintiff's alleged Synchrony debt.

20. Upon information and belief, <u>Exhibit C</u> is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

21. <u>Exhibit C</u> 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. <u>Exhibit C</u> also states:

Balance Due: \$2,429.00

23. <u>Exhibit C</u>, thus, represents that the debt had been accelerated and the full balance is now due.

24. Despite <u>Exhibit A</u>'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 (<u>Exhibit C</u>) 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 <u>Exhibit D</u>.

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 <u>Exhibit A</u> 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 (<u>Exhibits D, E and F</u>).

27. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due. <u>Exhibit E</u> seeks the entire amount of the debt, \$2,429.00, but <u>Exhibit D</u> 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 <u>Exhibit A</u> to consumers approximately one month before CCS mails a letter in the form of <u>Exhibit C</u>.

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 <u>Exhibits A-F</u>.

34. The unsophisticated consumer would be confused by Exhibits A-F.

35. Plaintiff had to spend time and money investigating <u>Exhibits A-F</u>.

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 <u>Exhibits A-F</u>.

37. The FDCPA presumes that violations cause injury to consumers. Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(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. § 1692e generally prohibits "any false, deceptive, or misleading representation or means in connection with the collection of any debt."

40. 15 U.S.C. § 1692e(2)(a) specifically prohibits "The false representation of – the character, amount, or legal status of any debt."

41. 15 U.S.C. § 1692e(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. § 1692g(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 <u>Exhibit E</u>, 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 <u>Exhibit E</u> 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 1692g(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 <u>Exhibit E</u>, 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 <u>Exhibit E</u>, 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. <u>Exhibits A and C</u> 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 <u>Exhibit A</u>, (c) and subsequently were sent a letter in the form of <u>Exhibit E</u>, (d), and subsequently were sent an Synchrony statement such as <u>Exhibit F</u>, (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 <u>Exhibits A and E</u> 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) 482-8000 (414) 482-8001 (fax) sademi@ademilaw.com jblythin@ademilaw.com meldridge@ademilaw.com

EXHIBIT A

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

SYNCHRONY BANK P.O. BOX 965022 ORLANDO, FL 32896-5022

July 13, 2016

SALLY A CZARNECKI 3811 E CUDAHY AVE CUDAHY WI 53110-1233

37188

C307

╷╎╙╷┛╕┙┛<mark>╝</mark>╢┺┥<mark>╻╎</mark>┓┨╝┛┍╺┍╍╗┺╸<mark>╝╻╗╸╘╻<mark>╢</mark>┺╘<mark>╢</mark>┹╍┍╍╕┚╘_┛┨╝╝╝╝</mark>

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

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



1-2

Easy ways to pay your bill...



Log in to your account at walmart.com/creditionin to
in annual about a cantro gin to
make a payment

Pay in-store at any Walmart[®] or Sam's Club[®] register

Mail your check with the payment stub attached

You can view all your account details at walmart.com/creditlogin.

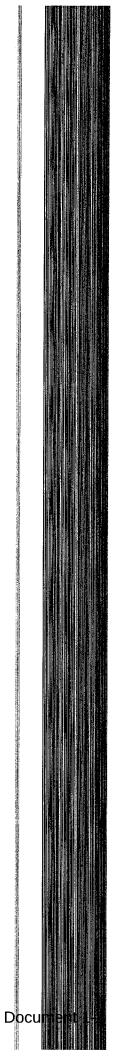
The Walmart MasterCard is issued by Synchrony Bank pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (x%), Walmart, and Save Money. Live Better.

Walmart [•] Credit Card	SALLY A CZARNECKI Account Number:	5290		at walmart.com/crec vice: 1-800-641-452	
Summary of Account Activity Previous Balance + Fees Charged + Interest Charges	\$2,347.90 \$35.00 \$46.81	Payment Information New Balance Amount Past Due Total Minimum Payme	na stalina se provinsi ta	\$2,429.7 \$262.00 \$369.00	
New Balance	\$2,429.71	Overlimit Amount Payment Due Date		\$229.7 09/02/2010	
Credit Limit Available Credit Cash Advance/Quick Cash Limit Available Cash Statement Closing Date Days in Billing Cycle	\$2,200 \$0.00 \$440 \$0.00 08/10/2016 31	 Minimum Payment Due by the Payment Due Date li above, you may have to pay a late fee up to \$35.00 Minimum Payment Warning: If you make only the payment each period, you will pay more in interest a 			
		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	\$4,912.00	
		If you would like inform services, call 1-877-30	ation about credi 2-8775.	t counseling	
3 2 1 Save Rewards Summary Earned this Statement 3% Earned on Walmart.com 2% Earned on Fuel*	\$0.00 \$0.00	Rewards News	ewards on everyd	ay purchases	
1% Earned on Other Purchases Total Earned this Statement Redeemed this Statement Walmart and Murphy USA stations only	\$0.00 \$0.00 \$0.00		n your Walmart Ci		

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.

NA-los				nt Number:	6290
Walmart Save money. Live better.	Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
	\$369.00	\$262.00	09/02/2016	\$229.71	\$2,429.71
	Payment Enclo Please use blue or blact	k ink. 🎝 🔄	Iress or email? Prin	t changes on ba	ck.
SALLY A CZARNECKI		k ink. ⊅ New add		·	
3811 E CUDAHY AVE	Please use blue or black	k ink. ⊅ New add	Iress or email? Prin	·	
	Please use blue or blac	k ink. D			14144



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965022, Ortando, FL 32396-5022. Please include your account number on any correspondence you send to us. Payments: Send payments to the address listed on the remit portion of this statement or pay online.

Payments, Sond payments to the address listed of the fermi portion of model of the source of the source of the source of the fermi portion of the source of

The prosence your reproduction to the owner of the owner of the owner of the owner owner owner. The prosence owner owner

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 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 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 errors and you may have to pay the amount 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 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 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 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 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 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 fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact 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 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 at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. <u>Conditional Payments:</u> All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "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 at P.O. Box 965023, Orlando, 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 satisfy any required payment that may be due. Credit Reports And Account Information: If you believe that 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 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 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 includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily 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 ection of this statement is the sum of the daily balances for each Charges s 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 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 all 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 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 bankruptcy you must send us notice, including 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.

O1EA5404 -1- 03/31/15

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 contacting 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 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.

Street Address City, State ZIP				
Phone # Email	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Waimart Case 2.17-cV-00400 Filed 03/17/17 Page 3 of 5 Document 1-2

Tran Date	Post Date F	leference Number	De	scription of Transactic	on or Credit	Plan Type	Amount
			FE	ES			
08/02	08/02		LA	TE FEE			\$35.00
			то	TAL FEES FOR THIS	PERIOD		\$35.00
			INT	EREST CHARGED			
08/10	08/10		INT	EREST CHARGE ON	V PURCHASES		\$46.81
08/10	08/10			EREST CHARGE OF	N CASH		\$0.00
				VANCES			
			то	TAL INTEREST FOR	THIS PERIOD		\$46.81
		Section 2.	2016 To	otals Year-To-Date			
		Total Fees charg	əd in 2016		\$95.0	0	
		Total Interest cha	rged in 20	16	\$346.4	7	
		Total Interest Pai	d in 2016		\$167.3	9	
						J	
	harge Calcuia			Markey and States			
Your Annu	ial Percentag	e Rate (APR) is the ar	nual intere	st rate on your accou	nt.		
Type of Ba	lance	Expiration		Annual Percentage	Balance Subj	ect to	nterest Charge
Dogular Di	rahaaaa 8 Or	Date	Турө	Rate	Interest Ra	ate	
negulal PL	irchases & Ca	ish NA	REG	23.15%(v)	\$2 380 5	5	\$46.81

1-2

Walmart

money. Live better.

Save

Advances	NA	REG	23.15%(v)	\$2,380.56	\$46.81
(v) = Variable rate					
Cardholder News and Information) (1997)				

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 Walmart®.

EXPAGE 2 of 3

7 7 160810

1

5404 0005 WFH

24575

9112 3600 0218 D1EA5404

Case 2:17-cv-00400 Filed 03/17/17 Page 5 of 5 Document 1-2 5404 0005 WFH 1 7 7 160810 EX PAGE 3 of 3 9112 3600 0218 01EA5404 24575

斗井

1

1.00

2000 V 12

1.2000 - 10

Contraction III

2000 - E

 4

2,1

. e 1.

1 1 -

;•

÷

•

: : :

Exhibit C

Case 2:17-cv-00400 Filed 03/17/17 Page 1 of 2 Document 1-3

Return Mail Only - Do not send mail to this address

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

August 12, 2016

յուղ[հլ](լ][Ալել]ուվերելի 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 #: XXXXXXXXXX2290 Central Credit Services #: 496 Balance Due: \$2,429.00

Dear Sally A Czarnecki :

Account Information Creditor: Synchrony Bank Re: Walmart Credit Card Account Account #: XXXXXXXXXXXXXXX25290

Central Credit Services #:

Balance Due: \$2,429.00

6496

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.

PLEASE DETACH AND RETURN WITH PAYMENT

Amount I Amount I	Due: 2,42 Paid	9.00		290ON	RADI01_ARC	01_198670689
\$ [•			

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

Synchrony Bank/Walmart PO Box 530927 Atlanta, GA 30353-0927

Exhibit D

Case 2:17-cv-00400 Filed 03/17/17 Page 1 of 5 Document 1-4



3 easy ways to pay your bill:

Log in to your account at walmart.com/creditlogin

1-2







Walmart

9273 9512 6456

cents des faiters

CT-2

At any Walmart® store or Sam's Club® register Send a personal check in the mail with the payment stub attached

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

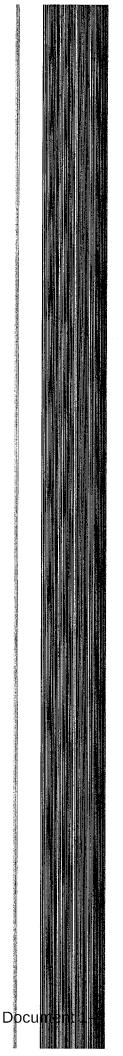
e Waihar's Masker (and is Essued by Synchrony Bank pursuant to all lecose by Musice) and International Incorporated. Master (and is a responsed to adversal for the marker of Musice) and Essentiation (being and the synchrony bank pursuant to all some marker and/or registered marks of Wal-Mant Stores, Inc. the "Spark" design (CC) Walmart, and Save Money. Lee Peter.

Walmart [*] Credit Card	SALLY A CZARNECKI Account Number:	6290		at walmart.com/cred vice: 1-800-641-452		
Summary of Account Activity Previous Balance + Fees Charged + Interest Charges	\$2,429.71 \$35.00 \$46.84	Payment Information New Balance Amount Past Due Total Minimum Payment	t Due	\$2,511.55 \$369.00 \$476.00		
New Balance	\$2,511.55	Overlimit Amount Payment Due Date		\$311.55 10/02/2016		
Credit Limit Available Credit Cash Advance/Quick Cash Limit Available Cash Statement Closing Date Days in Billing Cycle	\$2,200 \$0.00 \$440 \$0.00 09/09/2016 30	Minimum Payment Due by the Payment Due ba 40 above, you may have to pay a late fee up to \$33 00 Minimum Payment Warning: If you make only 16 payment each period, you will pay more in intered				
		additional charges	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	\$4,943.00		
		If you would like information services, call 1-877-302		counseling		
3·2·1 Save Rewards Summary Earned this Statement		Rewards News		n a céla a static se i		
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	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Earn rewards on everyday purchases with your Walmart Credit Card!				

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.

					Account Number:	
Walmart Save money. Live better.	9 ¹¹ . 1 .	Total Minimum Payment Due	Arnount Past Due	Payment Due Date	Overlimit Amount	New Balance
		\$476.00	\$369.00	10/02/2016	\$311.55	\$2,511.55
SALLY A CZARNEC	ĸı	50635		3.10		81-11-1-1
					հատություն	
3811 E CUDAHY AV CUDAHY WI 53110-	Έ	C309		To: WALMART/S		



Customer Service; For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) your name is listed on inis statement, your access to information on the account may be limited. I tou may also mail questions (but not payments) to: 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 adtress listed on the remit portion of this statement or pay online. Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing 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 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 payment, you autonize us eitner to use information from your check to make a one-time electronic tund 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 scon 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

Billing Inquiries Address of: Synchrony Bank

P.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 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 errors and you may have to pay the amount 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 delinguent on that 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 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 Credil 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 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 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 fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact 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 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 at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. <u>Conditional Payments</u> and all written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "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 at P.O. Box 965023, Orlando, 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 satisfy any required payment that may be due. Credit Reports And Account Information: If you believe that 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 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 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 includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily 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 action 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 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 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 all 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 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 bankruptcy you must send us notice, including 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.

O1EA5404 -1- 03/31/15

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 contacting 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 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.

Streel Address City, State ZIP Phone #				
Email	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your enail address with Walmart. Case 2:17-cv-00400 Filed 03/17/17 Page 3 of 5 Document 1-4



Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Plan Type	Amount
09/02	09/02		FEES LATE FEE		\$55.00
00/02	00/02		TOTAL FEES FOR THIS PERIOD		\$35.00 \$35.00
09/09	09/09		INTEREST CHARGED		• · · · ·
09/09	09/09		INTEREST CHARGE ON PURCHASE INTEREST CHARGE ON CASH	:5	\$46.84
00,00	00/00		ADVANCES		\$0.00
			TOTAL INTEREST FOR THIS PERIO	ס	\$46.84
			2016 Totals Year-To-Date		
		Total Fees charge	d in 2016 \$13	0.00	
		Total Interest char	ged in 2016 \$39	3.31	
		Total Interest Paid	in 2016 \$16	7.39	

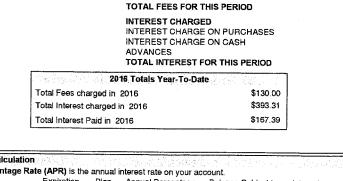
5404 0010 WFH

Your Annual Percentage Ra	te (APR) is the	annual	interest rate on your ac	count.	1997 (1997) 1997 - 1997 (1997)	
Type of Balance	Expiration Date	Plan Type	Annual Percentage Rate	Balance Subject to Interest Bate	interest Charge	Balance Method
Regular Purchases & Cash Advances (v) = Variable rate	NA	REG	23.15%(v)	\$2,461.54	\$46.84	2D

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® or Walmart®.



-1

Docu





Exhibit E

Case 2:17-cv-00400 Filed 03/17/17 Page 1 of 7 Document 1-5



3 easy ways to pay your bill:

Online Log in to your account at walmart.com/creditlogin







PRECERSED SUSTOFIC

At any Walmart° store or Sam's Club° register

Send a personal check in the mail with the payment stub attached

Walmar

5628 9012 6951

Reminder! View account details anytime at walmart.com/creditlogin. De Walman Master and is issued by Synchrony bank pursuant to a brease by MasterCard incomponent MasterCard is a sequence in ademask of MasterCard International Incorporated. De tolowyle we marks and/or registered marks of Wal-Mart Stores (have the Spack "design (25), Walman, and Sare Monry, Lice Retter.

Walmart^{*} **Credit Card**

1-2

.

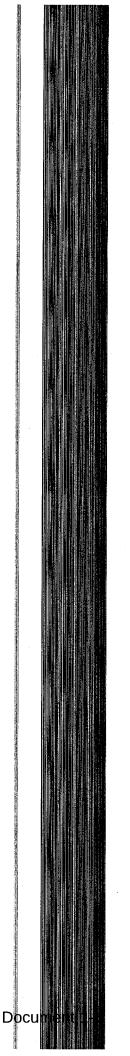
Credit Card	Account Number:
Summary of Account Activity	
Previous Balance	\$2,511.55
+ Fees Charged	\$35.00
+ interest Charges	\$50.06
New Balance	\$2,596.61
Credit Limit	\$2,200
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$440
Available Cash	\$0.00
Statement Closing Date	10/10/2016
Days in Billing Cycle	31
3 2 1 Save Rewards Summary	
Earned this Statement	
3% Earned on Walmart.com	\$0.00
2% Earned on Fuel*	\$0.00
1% Earned on Other Purchases	\$0.00
Total Earned this Statement	\$0.00
Redeemed this Statement	\$0.00
*Walmart and Murphy USA stations on	ily i

SALLY A CZARNECKI Account Number:	6290		at walmart.com/credit rvice: 1-800-641-4526
\$2,511.55 \$35.00 \$50.06 \$2,596.61 \$2,200 \$0.00 \$440 \$0.00 10/10/2016	Payment Informatio New Balance Amount Past Due Total Minimum Paym Overlimit Amount Payment Due Date Late Payment Du above, you may have Minimum Payment U payment each period,	n ent Due ng: If we do not re Je by the Payment to pay a late fee u Varning: If you m	\$2,596.61 \$476.00 \$588.00 \$396.61 11/02/2016 ceive your Total Due Date listed p to \$35.00. ake only the minimum
31	take you longer to pay If you make no additional charges using this card and each month you pay	your balance. You will pay off the balance shown on this statement in about	For example: And you will end up paying an estimated total of
	Only the minimum payment If you would like inform services, call 1-877-3	9 years nation about credi 02-8775.	\$4,988.00 t counseling
\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Rewards News	ewards on everyd h your Walmart Cr	ay purchases edit Card!

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.

14/~lmo~wk	1.1			Accou	nt Number:	629
Waimart Save money. Live better.		Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overtimit Arnount	New Balance
		\$588.00	\$476.00	11/02/2016	\$396.61	\$2,596.61
		Payment Enc Please use blue or bla	ck ink. 本	ress or email? Print	t changes on ba	nck.
SALLY A CZARNEC	жı	Payment Enc Please use blue or bla	ck ink.)			
3811 E CUDAHY AV	CKI VE	Please use blue or bla	ck ink.)	ress or email? Print		
	CKI VE	Please use blue or bla	ck ink. ک New add االبالالال			վվելորը



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless Lustomer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: 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 listed on the remit portion of this statement or pay online. Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal Notice: See below for your Billing Rights and other important information. Telephoning about the second state of the second state of the second state of the second state of the second state. Notice: See below for your Billing Rights and other important information. Telephoning about the second state of the second state o

law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 966023, 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 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 transaction. When we use information from your check to make an electronic fund transfer from your account or to process 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 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 Billing Inquiries Address of:

Synchrony Bank

P.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 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 errors and you may have to pay the amount 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 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 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 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 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.)

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 fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact 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 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 at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. <u>Conditional Payments: All written communications concerning</u> disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "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 at P.O. Box 965023, Orlando, FL 32896-5023. ۰.

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 satisfy any required payment that may be due. Credit Reports And Account Information: If you believe that 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 account may be reflected in your credit report.

Balance Subject To Interest Charge Calculation

Balance Subject to Interest Charge Calculation Method 2D (Daily Balance method): We figure the interest charge on 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 if your account each day (which includes unpaid interest), add any new charges and applicable lees, and subtract any payments or credits. This increase the daily balance of the daily on the payments or credits. This increase the daily balance of the daily balance of the set than zero will be gives us the daily 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 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 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 all 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 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 bankruptcy you must send us notice, including 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.

O1EA5404 -1- 03/31/15

ú

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 contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic lelephone 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.

A	reet Idress ity, State				
	P hone# mail	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

By providing your email address, you agree to receive email communications about your account * Case የደግደም የአው 00400 ** ሞክትሮ 03/17/17 Page 3 of 7 Document 1-5



fran Date	Post Date	Reference Number	Description of Transaction or Crea	lit Plan Type	Amount
10/02	10/02		FEES LATE FEE TOTAL FEES FOR THIS PERIOD		\$35.00 \$ 35.00
0/10 0/10	10/10 10/10		INTEREST CHARGED INTEREST CHARGE ON PURCH INTEREST CHARGE ON CASH ADVANCES TOTAL INTEREST FOR THIS PE		\$50.06 \$0.00 \$50.06
			2016 Totals Year-To-Date	i de la	
		Total Fees charged	l in 2016	\$165.00	
		Total Interest charg	ed in 2016	\$443.37	
		Total Interest Paid	n 2016	\$167.39	

Your Annual Percentage Ra Type of Balance Regular Purchases & Cash Advances (v) = Variable rate	Expiration Date NA	Plan Type REG	Annual Percentage Rate 23.15%(v)	count. Balance Subject to Interest Rate \$2,545.78	Interest Charge \$50.06	Balance Method 2D
Cardbolder News and Inform	nation					

L information

PLEASE READ THE IMPORTANT CHANGE-IN-TERMS NOTICE INCLUDED 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® or Walmart®.

5404

8001 WFH

Case 2:17-cv-00400 Filed 03/17/17 Page 4 of 7 Dpcu

EXPAGE 2 of 4

7 7 161010

1

9112 3600 0218 01EA5404

5404

0001 WFH

Case 2:17-cv-00400 Filed 03/17/17 Page 5 of 7 Document 1-5 EXPAGE 3 of 4 7 7 161010 1

9112 3600 0218 D1EA5404

4

4

à

i H

1111 4

d

0 н Н

1

Ì ł

;•

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.

	Revised Terms	
Late Payment	Up to \$37	
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

1-2

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."

5404 0001 WFH

1

7 7 161010 E X PAGE 4 of 4

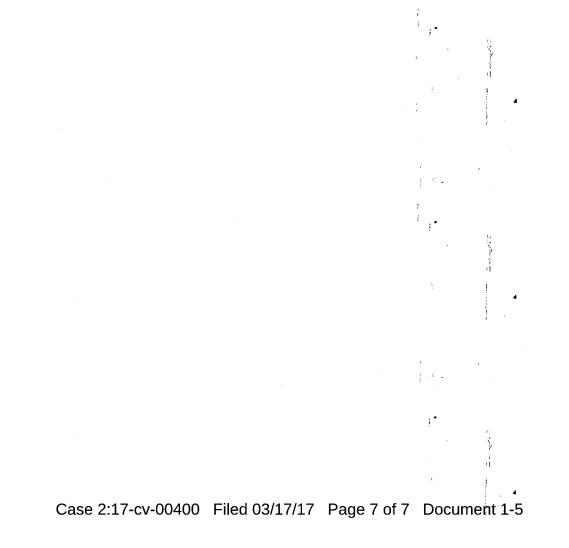
9112 3600 0218 01EA5404

Case 2:17-cv-00400 Filed 03/17/17 Page 6 of 7

-1

Docu





4

7. January 11.

d

à

EXHIBIT F

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



3 easy ways to pay your bill:

Online Log in to your account at walmart.com/creditlogin





At any Walmart® store or Sam's Club® register

Send a personal check in the mail with the payment stub attached

Visit us at walmart.com/credit

567A HU12 List

Reminder! View account details anytime at walmart.com/creditlogin. We Walman Master Card & issued by Synchrony Bank puisable to a literise by MasterCard International Incorporated, MasterCard is a registered hademark of MasterCard International Incorporated The following are marks and/on registered marks of Wal Mart Stores (m.:.)he "Spint" (resign (c-2), Walmart, and Swe Money. Live Forter,

Walmart^{*} **Credit Card**

1-2

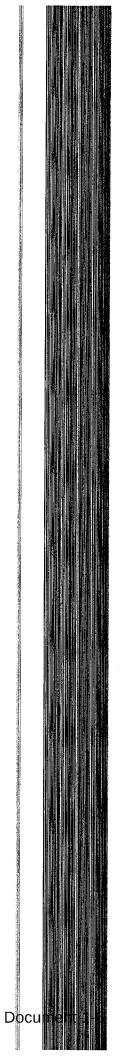
Credit Card	SALLY A CZARNECKI Account Number:	6290
Summary of Account Activity Previous Balance	방법을 받았는 것	Payment Inform
+ Fees Charged	\$2,596.61	New Balance
+ Interest Charges	\$35.00	Amount Past Due
5	\$50.05	Total Minimum Pa
New Balance	\$2,681.66	Overlimit Amount Payment Due Da
Credit Limit	\$2,200	Late Payment W
Available Credit	\$0.00	Minimum Paymer
Cash Advance/Quick Cash Limit	\$440	above, you may h
Available Cash Statement Closing Date	\$0.00	Minimum Payme
Days in Billing Cycle	11/09/2016	payment each pei
Days in Dining Cycle	30	take you longer to
		If you make no additional charge using this card and each month you pay
		Only the minimur payment
		If you would like in services, call 1-87
3·2·1 Save Rewards Summary	Carlore States	Rewards News
Earned this Statement		
3% Earned on Walmart.com	\$0.00	Sector sector
2% Earned on Fuel*	\$0.00	Ea Ea
1% Earned on Other Purchases Total Earned this Statement	\$0.00	
Redeemed this Statement	\$0.00	100
*Walmart and Murphy USA stations only	\$0.00	H

ount Number:	6290		at warmant.com/credit rvice: 1-800-641-4526
a collige a la	Payment Information		
\$2,596.61	New Balance		00 000 00
\$35.00	Amount Past Due		\$2,681.66
\$50.05	Total Minimum Payme	nt Duo	\$588.0D
	Overlimit Amount		\$700.00
\$2,681.66	Payment Due Date		\$481.66
# 0.000			12/02/2016
\$2,200	Late Payment Warnin	ng: If we do not re	ceive your Total
\$0.00	Minimum Payment Du	e by the Payment	Due Date listed
\$440 \$0.00	above, you may have	to pay a late fee u	p to \$35.00.
11/09/2016	Minimum Payment W	varning: ir you m	ake only the minimum
30	payment each period, take you longer to pay	off your balance	In interest and it will
	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 inform services, call 1-877-30	ation about credi 2-8775.	t counseling
문서에 관심하는 것	Rewards News		
\$0.00			
\$0.00	Earn re		
\$0.00	Earn re	wards on everyd	ay purchases
\$0.00	Terrer 1	your Walmart Cr	edit Gardi
\$0.00			

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.

and the second		PAGE 1 of 3"		0218 01EA54	
Detach a	nd mail this portion	with your check.	Do not include any	correspondenc	e with your check.
Walmart	T 4 4 8 1		Accou	nt Number:	6290
Save money. Live better.	Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
	\$700.00	\$588.00	12/02/2016	\$481.66	\$2,681.66
Pleas	se use blue or blac		ress or email? Prin	t changes on ba	ck.
SALLY A CZARNECKI PO BOX 100144 CUDAHY WI 53110-6102	26809 C311	ութերերու	ուներերեր	որեւթերու	րկոս,
վույգիրդիրություներերին	#• •]•]•[•]•]•]•		To: WALMART/S P.O. BOX 530 ATLANTA, G	927	NK
0011500000F300 0 ()9	660202789	ϗ ₁ Ω(┎ᡓ	Page 2 of 5



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: 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 listed on the remit portion of this statement or pay online. Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing 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 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 transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as scon 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 Billing Inquiries Address of:

Synchrony Bank

P.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 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 errors and you may have to pay the amount 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 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 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 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 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 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 fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact 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.

nformation About Payments: You may at any time pay, in whole or
n part the total unpaid balance without any additional charge for
pronovment Payments received after 5:00 p.m. (ET) on any day will be
redited as of the next day. Credit to your Account may be delayed up
a face dowe if payment (a) is not received at the Payment Address, (D)
s not made in U.S. dollars drawn on a U.S. financial institution located
n the U.S. (c) is not accompanied by the remittance coupon attached
a your statement (d) contains more than one payment or remittance
coupon, (e) is not received in the remittance envelope provided or (f
ncludes staples, paper clips, tape, a folded check, or correspondence o
any type. <u>Conditional Payments</u> : All written communications concerning
disputed amounts, including any check or other payment instrumen
that: (i) indicates that the payment constitutes "payment in full" or is
tendered as full satisfaction of a disputed amount; or (ii) is tendered with
endered as full satisfaction of a disputed amount, of (in a tendered with
other conditions or limitations ("Disputed Payments"), must be mailed o
delivered to us at P.O. Box 965023, Orlando, 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 satisfy any required payment that may be due. Credit Reports And Account Information: If you believe that 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 you believe it is inducted in you have a key to the dealer of the induced 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 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 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 includes unpaid interest), add any new or your account each usy twinch induces unpaid interest, and any riew charges and applicable fees, and subtract any payments or credits. This gives us the daily 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 balance type on your account. 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 rate to the "average cally balance" or your account. I oget 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 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 billing cycle. This gives us the "average daily balance" which is the balance shown in the Interest Charnes section 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.

Benkruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankrupicy Dept., P.O. Box 965060, Orlando, FL 32896-5060 Your account is owned and serviced by Synchrony Bank.

O1FA5404	-1-03/31/15

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 contacting 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 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.

	Street Address City, State ZIP Phone # Email				
		Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

By providing your email address, you agree to receive email communications about your account

an Case 2:17 - CV 00400 add File 03/17/17 Page 3 of 5 Document 1-6

Transacti	on Summai	Y	lan ta da a				din en en servicio de la composició de la c
		Reference Number		Description of Trans		Plan Type	Amount
11/02	11/02			FEES LATE FEE TOTAL FEES FOR	THIS PERIOD		\$35.00 \$35.00
11/09 11/09	11/09 11/09			INTEREST CHARG	E ON PURCHASES		\$50.05 \$0.00 \$50.05
		alada hara A	2016	Totals Year-To-Di	ate		
		Total Fees cha	arged in 20	016	\$200.0	00	
		Total Interest o	charged in	2016	\$493.4	42	
		Total Interest F	^D aid in 201	16	\$167.3	39	
	narge Calcu				and the first state of the		
Your Annu	al Percenta	ge Rate (APR) is the	annual int	erest rate on your a	count.		
Type of Ba Regular Pu Advances (v) = Variat	rchases & C	Expiration Date Cash NA	Plan Type REG	Annual Percentage Rate 23.15%(v)	Balance Subject ti Interest Rate \$2,629.98	o Interest Charge \$50.05	Balance Method 2D

5404 0006 WFH

1

7 7 161109

Walmart Save money. Live better.

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 payment in Sam's Club® or Walmart®.

1-2

9112 3600 D218 D1EA5404

-1





and the second second

14.200

i

d

Community of the

. e. 1

-

.

έ.

ł

; •

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 proved 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 initiate civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) Place an X in the appropriate Box:				
I. (a) PLAINTIFFS SALLY CZARNECKI	DEFENDANTS CENTRAL CREDIT SERVICES, LLC, et al.			
(b) County of Residence of First Listed Plaintiff Milwaukee	County of Residence of First Listed Defendant			

(EXCEPT IN U.S. PLAINTIFF CASES)					NDEMN	LAINTIFF CASES ONLY) ATION CASES, USE THE LOCAT	ION OF T	HE	
(c	Ademi & O'Reilly, LLP, 3	, Address, and Telephone Number) 3620 E. Layton Ave., Cudahy, WI 53110 e (414) 482-8001-Facsimile		Attorneys (If Know	wn)				
II. I	BASIS OF JURISD U.S. Government Plaintiff	 ICTION (Place an "X" in One Box Only) 3 Federal Question (U.S. Government Not a Party) 		(For Diversity Cases Of en of This State		DEF	L PARTIES(Place an "X" in and One Box Incorporated <i>or</i> Principal Place of Business In This State		
2	U.S. Government Defendant	4 Diversity (Indicate Citizenship of Parties in Item III)	Citize	en of Another State en or Subject of a reign Country	2 3	□ 2 □ 3	Incorporated <i>and</i> Principal Place of Business In Another State Foreign Nation	5 6	□ 5 □ 6
IV.	NATURE OF SUIT	T (Place an "X" in One Box Only)	10	leigh Country					

CONTRACT	TO	RTS	FORFEITURE/PENALTY BANKRUPTCY		OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine	PERSONAL INJURY 310 Airplane	PERSONAL INJURY 362 Personal Injury -	☐ 610 Agriculture ☐ 620 Other Food & Drug	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal	 ☐ 400 State Reapportionment ☐ 410 Antitrust 	
☐ 120 Maller Act	315 Airplane Product	Med. Malpractice	625 Drug Related Seizure	28 USC 157	430 Banks and Banking	
140 Negotiable Instrument	Liability	365 Personal Injury -	of Property 21 USC 881	28 030 157	450 Commerce	
150 Recovery of Overpayment	320 Assault, Libel &	Product Liability	630 Liquor Laws	PROPERTY RIGHTS	460 Deportation	
& Enforcement of Judgment		368 Asbestos Personal	640 R.R. & Truck	820 Copyrights	470 Racketeer Influenced and	
151 Medicare Act	330 Federal Employers'	Injury Product	650 Airline Regs.	■ 820 Copyrights	Corrupt Organizations	
152 Recovery of Defaulted	Liability	Liability	660 Occupational	■ 850 Fatent	1 0	
Student Loans	☐ 340 Marine	PERSONAL PROPERTY	Safety/Health		 ✓ 480 Consumer Credit ✓ 490 Cable/Sat TV 	
(Excl. Veterans)	345 Marine Product	☐ 370 Other Fraud	690 Other		810 Selective Service	
☐ 153 Recovery of Overpayment	Liability	☐ 371 Truth in Lending	LABOR	SOCIAL SECURITY	850 Securities/Commodities/	
of Veteran's Benefits		☐ 380 Other Personal	710 Fair Labor Standards	■ 861 HIA (1395ff)	Exchange	
☐ 160 Stockholders' Suits	350 Motor Vehicle 355 Motor Vehicle	Property Damage	Act	862 Black Lung (923)	875 Customer Challenge	
190 Other Contract	Product Liability	1 5 6	720 Labor/Mgmt. Relations	863 DIWC/DIWW (405(g))	12 USC 3410	
195 Contract Product Liability	360 Other Personal	Product Liability	730 Labor/Mgmt.Reporting	■ 864 SSID Title XVI	890 Other Statutory Actions	
196 Franchise	Injury	-	& Disclosure Act	865 RSI (405(g))	890 Other Statutory Actions 891 Agricultural Acts	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	740 Railway Labor Act	FEDERAL TAX SUITS	892 Economic Stabilization Act	
210 Land Condemnation	441 Voting	510 Motions to Vacate		870 Taxes (U.S. Plaintiff	893 Environmental Matters	
220 Foreclosure	442 Employment	Sentence	791 Empl. Ret. Inc.	or Defendant)	894 Energy Allocation Act	
230 Rent Lease & Ejectment	443 Housing/	Habeas Corpus:	Security Act	871 IRS—Third Party	895 Freedom of Information	
240 Torts to Land	Accommodations	☐ 530 General		26 USC 7609	Act	
245 Tort Product Liability	444 Welfare	535 Death Penalty	IMMIGRATION		900Appeal of Fee Determination	
290 All Other Real Property	445 Amer. w/Disabilities -	540 Mandamus & Other	462 Naturalization Application		Under Equal Access	
_	Employment	550 Civil Rights	463 Habeas Corpus -		to Justice	
	446 Amer. w/Disabilities -	555 Prison Condition	Alien Detainee		950 Constitutionality of	
	Other	Г	465 Other Immigration		State Statutes	
	440 Other Civil Rights		Actions			

V. ORIGIN ☐ 1 Original Proceeding (Place an "X" □ 2 Remove State C	\square	nsferred from ther district D 6 Multidistrict D 7 Appeal to District Litigation 7 Magistrate Judge from Magistrate Judgent			
	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdicti 15 U.S.C. 1692 et seq	ional statutes unless diversity):			
VI. CAUSE OF ACTION	Brief description of cause: Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act				
VII. REQUESTED IN	CHECK IF THIS IS A CLASS ACTION DEMAND \$	CHECK YES only if demanded in complaint:			
COMPLAINT:	UNDER F.R.C.P. 23	JURY DEMAND: 🛛 Yes 🗋 No			
VIII. RELATED CASE(S) IF ANY JUDGE DOCKET NUMBER					
DATE	SIGNATURE OF ATTORNEY OF RECORD				
March 17, 2016	s/ John D. Blythin				
FOR OFFICE USE ONLY					

- Case cv-00400 Filed 03/17/17 Page 1 of 2 Document 1-7

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

for the

Eastern District of Wisconsin

)

)

))

)

)

)

SALLY CZARNECKI

Plaintiff

v.

CENTRAL CREDIT SERVICES, LLC, and SYNCHRONY BANK

Defendant

Civil Action No. 17-cv-400

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CENTRAL CREDIT SERVICES, LLC c/o C T CORPORATION SYSTEM 8020 Excelsior Dr. Ste. 200 Madison, WI 53717

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:

Signature of Clerk or Deputy Clerk

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 (l))

	This summons for (name	of individual and title, if any)				
was rec	ceived by me on (date)					
	□ I personally served the served	ne summons on the individual	at (place)			
			On (date)	; or		
	□ I left the summons at	t the individual's residence or u	usual place of abode with (name)			
		, a person	of suitable age and discretion who resid	les there,		
	on (<i>date</i>) , and mailed a copy to the individual's last known address; or					
	\Box I served the summon	s on (name of individual)			, who is	
	designated by law to ac	cept service of process on beha	alf of (name of organization)			
			on (date)	; or		
	\Box I returned the summer	ons unexecuted because			; or	
	Other (<i>specify</i>):					
	My fees are \$	for travel and \$	for services, for a total of \$	0.0	0.	
	I declare under penalty	of perjury that this information	is true.			
Date:			Server's signature			
			Printed name and title			
			Server's address			

Additional information regarding attempted service, etc:

Save As...

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

)

)

))

)

)

)

SALLY CZARNECKI

Plaintiff

v.

CENTRAL CREDIT SERVICES, LLC, and SYNCHRONY BANK

Defendant

Civil Action No. 17-cv-400

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SYNCHRONY BANK 170 West Election Road, Suite 125 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:

Signature of Clerk or Deputy Clerk

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 (l))

	This summons for (name	of individual and title, if any)				
was rec	ceived by me on (date)					
	□ I personally served the served	ne summons on the individual	at (place)			
			On (date)	; or		
	□ I left the summons at	t the individual's residence or u	usual place of abode with (name)			
		, a person	of suitable age and discretion who resid	les there,		
	on (<i>date</i>) , and mailed a copy to the individual's last known address; or					
	\Box I served the summon	s on (name of individual)			, who is	
	designated by law to ac	cept service of process on beha	alf of (name of organization)			
			on (date)	; or		
	\Box I returned the summer	ons unexecuted because			; or	
	Other (<i>specify</i>):					
	My fees are \$	for travel and \$	for services, for a total of \$	0.0	0.	
	I declare under penalty	of perjury that this information	is true.			
Date:			Server's signature			
			Printed name and title			
			Server's address			

Additional information regarding attempted service, etc:

Save As...

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Consumer Alleges Two Defendants Broke Federal Debt Collection Laws</u>