

JENNIFER GAJEWSKI, RACHEL HOLMES,
and ANNE O'BOYLE, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

v.

ALLIED INTERSTATE LLC,

Defendant.

Case No.: 17-cv-1609

CLASS ACTION COMPLAINT

Jury Trial Demanded

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 the Wisconsin Consumer Act, ch. 421-427, Wis. Stats. (the “WCA”).

2. The court has jurisdiction to grant the relief sought by Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331, 1337, and 1367. Venue in this District is proper in that Defendants directed their collection efforts into the District.

3. Plaintiff Jennifer Gajewski (“Gajewski”) is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff Rachel Holmes (“Holmes”) is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Plaintiff Anne O’Boyle (“O’Boyle”) is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

6. Each plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from her debts allegedly incurred for personal, family, or household purposes, namely a personal credit card.

7. Each plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that she allegedly engaged in consumer credit transactions – purchases of household goods with a personal credit card.

8. Defendant Allied Interstate LLC (“Allied Interstate”) is a foreign limited liability company with its principal offices located at 12755 Hwy 55, Suite 300, Plymouth, Minnesota 55441.

9. Allied Interstate is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

10. Allied Interstate is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes.

11. Allied Interstate is licensed as a “Collection Agency” under Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

12. Allied Interstate is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

Facts Relating to Plaintiff Gajewski

13. Sometime prior to January 13, 2017, Gajewski obtained a “Toys R Us / Babies R Us” (“Toys R Us”) credit card, used solely for personal, family, or household purposes. The creditor of Gajewski’s Toys R Us credit card account was Synchrony Bank (“Synchrony”). Gajewski’s Synchrony account was associated with an account number ending in 4938.

14. On or about January 13, 2017, Synchrony mailed an account statement to Gajewski regarding her Synchrony account ending in 4938. A copy of this account statement is attached to this complaint as Exhibit A.

15. Exhibit A contains the following:



JENNIFER M GAJEWSKI
Account Number [REDACTED] 4938
Rewards "R" Us Number: [REDACTED] 2559

Visit us at Ruscreditcard.com/account
Customer Service: 1-855-452-3722

Summary of Account Activity		Payment Information	
Previous Balance	\$1,428.65	New Balance	\$1,428.65
New Balance	\$1,428.65	Amount Past Due	\$99.00
Credit Limit	\$1,800.00	Total Minimum Payment Due	\$132.00
Available Credit	\$0.00	Payment Due Date	02/06/2017
Cash Limit	\$360.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$37.00.	
Available Cash	\$0.00	Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
Statement Closing Date	01/13/2017		
Days in Billing Cycle	30		

Exhibit A.

16. Exhibit A also contains the following:

Account Number: [REDACTED] 4938			
Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$132.00	\$99.00	02/06/2017	\$1,428.65

Exhibit A.

17. Exhibit A states that, as of January 13, 2017, the "New Balance" of Gajewski's Synchrony account with an account number ending 4938 was \$1,428.65 and that this account had an "Amount Past Due" of \$99.00 and a "Total Minimum Payment Due" of \$132.00, with a "Payment Due Date" of February 6, 2017.

18. On or about January 19, 2017, Allied Interstate mailed a debt collection letter to Gajewski regarding an alleged debt, allegedly owed to "Synchrony Bank" for Gajewski's "'R'

Us MasterCard” with an account number ending in 4938. A copy of this letter is attached to this complaint as Exhibit B.

19. Upon information and belief, Exhibit B is a form letter, generated by computer, and with the information specific to Gajewski inserted by computer.

20. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and with the information specific to Gajewski inserted by computer.

21. Upon information and belief, Exhibit B was the first debt collection letter Defendant mailed to Gajewski.

22. Exhibit B contains the statutorily required validation notice, advising Gajewski of her rights to dispute the debt:

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit B.

23. Exhibit B also contains the following:

Re: "R"Us MasterCard®
Creditor: Synchrony Bank Account No. *****4938
Total Account Balance: \$1,428.00
Amount Now Due: \$132.00
Reference No.: [REDACTED] 6139

Exhibit B.

24. Exhibit B also states:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Exhibit B.

25. Exhibit B states that, as of January 19, 2017, the balance of Gajewski's Synchrony account with an account number ending in 4938 had a balance of \$1,428.00.

26. Based on Exhibits A and B, the unsophisticated consumer would have no idea how much was owed on Gajewski's Synchrony account when Allied Interstate mailed its letter on January 19, 2017.

27. Exhibit A, sent by the creditor, informed Gajewski that the balance was \$1,428.65 on January 13, 2017.

28. Exhibit B, sent by a third-party debt collector, informed Gajewski the balance was \$1,428.00 six days later, on January 19, 2017.

29. Based on the balances stated, any consumer would be confused as to the amount that was owed on the account at any given time throughout this period.

30. Gajewski did not make a payment on the account that would account for any reduction in the amount owed.

31. Allied's representation that the balance of the account is lower than the actual amount of the balance – by truncating the cents – places the consumer at risk of not paying a sufficient amount to pay off the balance.

32. A consumer who believes she is paying off an account, but whose payment is actually short of the real balance of the account, risks incurring significant costs due to unpaid residual interest and late fees.

33. Moreover, Exhibit B is confusing on its face as to the amount Allied Interstate is actually attempting to collect.

34. Exhibit B states that "Synchrony Bank has contracted with us to collect the debt noted above." Exhibit B.

35. However, the amount of the “debt noted above” that Allied Interstate is attempting to collect is unclear because there are two amounts “noted above.” It is unclear whether Allied Interstate is attempting to collect the “Total Account Balance” of \$1,428.00 or only the “Amount Now Due” of \$132.00.

36. Misstating Gajewski's account balance is material because it is a false statement directly concerning the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

37. Moreover, Exhibit B's confusing statements of the amount Allied was attempting to collect are materially misleading because they directly concern the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

38. It is not unusual for banks to hire a debt collector to collect only the “past due” amount, *i.e.*, missed payments and fees, of a credit card balance rather than the whole balance. The Seventh Circuit held in *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 840 (7th Cir. 2007), that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).” Whichever number Allied Interstate is truly collecting, it need only state that amount in the letter.

39. The different amounts on Exhibit B render Exhibit B confusing to the unsophisticated consumer, who would not be able to determine, or would be confused as to, which amount Allied Interstate was actually attempting to collect.

40. Moreover, under *Barnes* Allied Interstate cannot attempt to collect the entire balance that is owed to Synchrony because “only the past due amount, the amount owed [to the debt collector] can be the amount of the debt” 493 F.3d at 840; *see also* 15 U.S.C. § 1692e(2)(A).

41. Exhibit B equivocates as to the amount that Allied Interstate is actually trying to collect.

42. Exhibit B indicates that Allied Interstate is actually attempting to collect the entire account balance when it has not been hired to do so.

43. Upon information and belief, the purpose of Allied Interstate's conduct – equivocating as to the amount it is hired to collect – is to increase its profits under false pretenses.

44. Upon information and belief, Allied Interstate, like most third-party debt collectors, is paid on a contingency basis, retaining a portion of each debt recovered. *See* 78 FR 67848, 67849 (Nov. 12, 2013) (“Typically, third-party collectors are paid on a contingency basis, usually a percentage of recoveries.”).

45. Upon information and belief, if a consumer pays Allied Interstate an amount greater than the “Total Minimum Payment Due” stated on Exhibit A, Allied Interstate is still entitled to retain a portion of that recovery.

46. Gajewski was confused by Exhibits A-B.

47. Gajewski had to spend time and money investigating Exhibits A-B and the consequences of any potential responses to Exhibits A-B.

48. Gajewski had to take time to obtain and meet with counsel, including travel to counsel's office by car and its related expenses (including but not limited to the cost of gasoline and mileage), to advise Gajewski on the consequences of Exhibits A-B.

Facts Relating to Plaintiff Holmes

49. Sometime prior to July 20, 2016, Holmes obtained a “Walmart MasterCard” (“Walmart”) credit card, used solely for personal, family, or household purposes. The creditor of

Holmes' Walmart credit card account was Synchrony. Holmes' Synchrony account was associated with an account number ending in 1829.

50. On or about July 20, 2016, Synchrony mailed an account statement to Holmes regarding her Synchrony account ending in 1829. A copy of this account statement is attached to this complaint as Exhibit C.

51. Exhibit C contains the following:

Walmart®
MasterCard®

RACHEL HOLMES
Account Number: [REDACTED] 1829

Visit us at walmart.com/credit
Customer Service: 1-866-314-9507

Summary of Account Activity		Payment Information		
Previous Balance	\$1,634.87	New Balance	\$1,702.53	
+ Fees Charged	\$35.00	Amount Past Due	\$184.00	
+ Interest Charges	\$32.66	Total Minimum Payment Due	\$269.00	
New Balance	\$1,702.53	Overlimit Amount	\$102.53	
		Payment Due Date	08/12/2016	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.				
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:				
		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
		Only the minimum payment	6 years	\$2,993.00

Credit Limit	\$1,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$320
Available Cash	\$0.00
Statement Closing Date	07/20/2016
Days in Billing Cycle	31

Exhibit C.

52. Exhibit C states that, as of July 20, 2016, the “New Balance” of Holmes’ Synchrony account with an account number ending 1829 was \$1,702.53 and that this account had an “Amount Past Due” of \$184.00 and a “Total Minimum Payment Due” of \$269.00, with a “Payment Due Date” of August 12, 2016.

53. On or about July 22, 2016, Allied Interstate mailed a debt collection letter to Holmes regarding an alleged debt, allegedly owed to “Synchrony Bank” for Holmes’ “Walmart

Mastercard” with an account number ending in 1829. A copy of this letter is attached to this complaint as Exhibit D.

54. Upon information and belief, Exhibit D is a form letter, generated by computer, and with the information specific to Holmes inserted by computer.

55. Upon information and belief, Exhibit D is a form debt collection letter, generated by computer, and with the information specific to Holmes inserted by computer.

56. Upon information and belief, Exhibit D was the first debt collection letter Defendant mailed to Holmes regarding this alleged debt.

57. Exhibit D contains the statutorily required validation notice, advising Holmes of her rights to dispute the debt:

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit D.

58. Exhibit D also contains the following:

Re: Walmart® Mastercard®
Creditor: Synchrony Bank Account No. *****1829
Amount Owed: \$1,702.00
Reference No.: [REDACTED] 7305

Exhibit D.

59. Exhibit D also states:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Exhibit D.

60. Exhibit D states that, as of July 22, 2016, the balance of Holmes’ Synchrony account with an account number ending in 1829 was \$1,702.00.

61. Based on Exhibits C and D, the unsophisticated consumer would have no idea how much was owed on Holmes' Synchrony account when Allied Interstate mailed its letter on July 22, 2016.

62. Exhibit C, sent by the creditor, informed Holmes that the balance was \$1,702.53 on July 20, 2016.

63. Exhibit D, sent by a third-party debt collector, informed Holmes the balance was \$1,702.00 just two days later, on July 22, 2016.

64. Based on the balances stated, any consumer would be confused as to the amount that was owed on the account at any given time throughout this period.

65. Holmes did not make a payment on the account that would account for any reduction in the amount owed.

66. Allied's representation that the balance of the account is lower than the actual amount of the balance – by truncating the cents – places the consumer at risk of not paying a sufficient amount to pay off the balance.

67. A consumer who believes she is paying off an account, but whose payment is actually short of the real balance of the account, risks incurring significant costs due to unpaid residual interest and late fees.

68. Moreover, Exhibit D is false, deceptive, and misleading on its face as to the amount Allied Interstate is authorized to attempt to collect.

69. Exhibit D states that "Synchrony Bank has contracted with us to collect the debt noted above." Exhibit D.

70. However, upon information and belief, the amount of the "debt noted above" that Allied Interstate is attempting to collect is not "noted above."

71. Exhibit C states that the “Total Minimum Payment Due” on Holmes’ account as of July 20, 2016 was \$269.00, with a “Payment Due Date” of August 12, 2016.

72. Upon information and belief, at the time Allied Interstate mailed Exhibit D, the balance of Holmes’ Synchrony account had not been accelerated.

73. Because the balance of Holmes’ Synchrony account had not been accelerated, Allied Interstate would not have been authorized to collect the entire balance, \$1,702.53, or any amount greater than the “Total Minimum Payment Due,” which was \$269.00.

74. Misstating Holmes’ total account balance is material because it is a false statement directly concerning the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

75. Moreover, Exhibit D’s false, deceptive, and misleading statements as to the amount it was authorized to attempt to collect are materially misleading statements because they directly concern the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

76. It is not unusual for banks to hire a debt collector to collect only the “past due” amount, *i.e.*, missed payments and fees, of a credit card balance rather than the whole balance. The Seventh Circuit held in *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 840 (7th Cir. 2007), that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).”

77. Exhibit D overstates amount that Allied Interstate is actually trying to collect.

78. Exhibit D indicates that Allied Interstate is actually attempting to collect the entire account balance when it has not been hired to do so. Moreover, Exhibit D misstates this amount.

79. Upon information and belief, the purpose of Allied Interstate’s conduct – overstating the amount it is hired to collect – is to increase its profits under false pretenses.

80. Upon information and belief, Allied Interstate, like most third-party debt collectors, is paid on a contingency basis, retaining a portion of each debt recovered. *See* 78 FR 67848, 67849 (Nov. 12, 2013) (“Typically, third-party collectors are paid on a contingency basis, usually a percentage of recoveries.”).

81. Upon information and belief, if a consumer pays Allied Interstate an amount greater than the “Total Minimum Payment Due” stated on Exhibit C, Allied Interstate is still entitled to retain a portion of that recovery.

82. Holmes was confused by Exhibits C-D.

83. Holmes had to spend time and money investigating Exhibits C-D and the consequences of any potential responses to Exhibits C-D.

84. Holmes had to take time to obtain and meet with counsel, including travel to counsel’s office by car and its related expenses (including but not limited to the cost of gasoline and mileage), to advise Holmes on the consequences of Exhibits C-D.

Facts Relating to Plaintiff O’Boyle

85. Sometime prior to November 21, 2016, O’Boyle obtained a “TJX Rewards” (“TJX”) credit card, used solely for personal, family, or household purposes. The creditor of O’Boyle’s TJX credit card account was Synchrony. O’Boyle’s Synchrony account was associated with an account number ending in 7365.

86. On or about November 21, 2016, Synchrony mailed an account statement to O’Boyle regarding her Synchrony account ending in 7365. A copy of this account statement is attached to this complaint as Exhibit E.

87. Exhibit E contains the following:

**The TJX Rewards[®]
Credit Card**

ANNE OBOYLE
Account Number [REDACTED] 7365

Visit us at www.tjxrewards.com
Customer Service: 1-877-822-2014

Summary of Account Activity		Payment Information							
Previous Balance	\$252.13	New Balance	\$293.24						
+ Fees Charged	\$35.00	Amount Past Due	\$100.00						
+ Interest Charges	\$6.11	Total Minimum Payment Due	\$145.00						
New Balance	\$293.24	Payment Due Date	12/14/2016						
Credit Limit	\$300.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.							
Available Credit	\$0.00	Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:							
Statement Closing Date	11/21/2016	<table><tr><td>If you make no additional charges using this card and each month you pay ...</td><td>You will pay off the balance shown on this statement in about ...</td><td>And you will end up paying an estimated total of ...</td></tr><tr><td>Only the minimum payment</td><td>6 months</td><td>\$310.00</td></tr></table>		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	6 months	\$310.00
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	6 months	\$310.00							
Days in Billing Cycle	31								
		If you would like information about credit counseling services , call 1-877-302-8775.							

Exhibit E.

88. Exhibit E states that, as of November 21, 2016, the “New Balance” of O’Boyle’s Synchrony account with an account number ending 7365 was \$293.24 and that this account had an “Amount Past Due” of \$100.00 and a “Total Minimum Payment Due” of \$145.00, with a “Payment Due Date” of December 14, 2016.

89. On or about November 24, 2016, Allied Interstate mailed a debt collection letter to O’Boyle regarding an alleged debt, allegedly owed to “Synchrony Bank” for O’Boyle’s “TJX Rewards Credit Card Account” with an account number ending in 7365. A copy of this letter is attached to this complaint as Exhibit F.

90. Upon information and belief, Exhibit F is a form letter, generated by computer, and with the information specific to O’Boyle inserted by computer.

91. Upon information and belief, Exhibit F is a form debt collection letter, generated by computer, and with the information specific to O'Boyle inserted by computer.

92. Upon information and belief, Exhibit F was the first debt collection letter Defendant mailed to O'Boyle regarding this alleged debt.

93. Exhibit F contains the statutorily required validation notice, advising Holmes of her rights to dispute the debt:

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit F.

94. Exhibit F also contains the following:

Re: TJX Rewards® Credit Card Account
Creditor: Synchrony Bank Account No. *****7365
Amount Owed: \$293.00
Reference No.: [REDACTED] 5085

Exhibit F.

95. Exhibit F also states:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Amount Owed is \$293.00. Because the creditor continues to assess interest on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Amount Owed shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 866-875-5326 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.tjxrewards.com, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

Exhibit F.

96. Exhibit F states that, as of November 24, 2016, the balance of O'Boyle's Synchrony account with an account number ending in 7365 was \$293.00.

97. Based on Exhibits E and F, the unsophisticated consumer would have no idea how much was owed on O’Boyle’s Synchrony account when Allied Interstate mailed its letter on November 24, 2016.

98. Exhibit E, sent by the creditor, informed O’Boyle that the balance was \$293.24 on November 21, 2016.

99. Exhibit F, sent by a third-party debt collector, informed O’Boyle the balance was \$263.00 just three days later, on November 24, 2016.

100. Based on the balances stated, any consumer would be confused as to the amount that was owed on the account at any given time throughout this period.

101. O’Boyle did not make a payment on the account that would account for any reduction in the amount owed.

102. Allied’s representation that the balance of the account is lower than the actual amount of the balance – by truncating the cents – places the consumer at risk of not paying a sufficient amount to pay off the balance.

103. A consumer who believes she is paying off an account, but whose payment is actually short of the real balance of the account, risks incurring significant costs due to unpaid residual interest and late fees.

104. Moreover, Exhibit F is false, deceptive, and misleading on its face as to the amount Allied Interstate is authorized to attempt to collect.

105. Exhibit F states that “Synchrony Bank has contracted with us to collect the debt noted above.” Exhibit F.

106. However, upon information and belief, the amount of the “debt noted above” that Allied Interstate is attempting to collect is not “noted above.”

107. Exhibit E states that the “Total Minimum Payment Due” on O’Boyle’s account as of November 21, 2016 was \$145.00, with a “Payment Due Date” of December 14, 2016.

108. Upon information and belief, at the time Allied Interstate mailed Exhibit F, the balance of O’Boyle’s Synchrony account had not been accelerated.

109. Because the balance of Holmes’ Synchrony account had not been accelerated, Allied Interstate would not have been authorized to collect the entire balance, \$293.24, or any amount greater than the “Total Minimum Payment Due,” which was \$145.00.

110. Misstating O’Boyle’s total account balance is material because it is a false statement directly concerning the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

111. Moreover, Exhibit F’s false, deceptive, and misleading statements as to the amount Allied was authorized to attempt to collect are materially misleading statements because they directly concern the character, amount, or legal status of the debt. 15 U.S.C. § 1692e(2)(a).

112. It is not unusual for banks to hire a debt collector to collect only the “past due” amount, *i.e.*, missed payments and fees, of a credit card balance rather than the whole balance. The Seventh Circuit held in *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 840 (7th Cir. 2007), that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).”

113. Exhibit F overstates the amount that Allied Interstate is actually trying to collect.

114. Exhibit F indicates that Allied Interstate is actually attempting to collect the entire account balance when it has not been hired to do so. Moreover, Exhibit F misstates this amount.

115. Upon information and belief, the purpose of Allied Interstate's conduct – overstating the amount it is hired to collect – is to increase its profits under false pretenses.

116. Upon information and belief, Allied Interstate, like most third-party debt collectors, is paid on a contingency basis, retaining a portion of each debt recovered. *See* 78 FR 67848, 67849 (Nov. 12, 2013) (“Typically, third-party collectors are paid on a contingency basis, usually a percentage of recoveries.”).

117. Upon information and belief, if a consumer pays Allied Interstate an amount greater than the “Total Minimum Payment Due” stated on Exhibit E, Allied Interstate is still entitled to retain a portion of that recovery.

118. O’Boyle was confused by Exhibits E-F.

119. O’Boyle had to spend time and money investigating Exhibits E-F and the consequences of any potential responses to Exhibits E-F.

120. O’Boyle had to take time to obtain and meet with counsel, including travel to counsel’s office by car and its related expenses (including but not limited to the cost of gasoline and mileage), to advise O’Boyle on the consequences of Exhibits E-F.

THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 et seq.

121. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the

collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

122. The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an "unsophisticated consumer." *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). "The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled." *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

123. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

124. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680

(Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989)

125. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S.

App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

126. 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”).

127. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

128. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of—the character, amount, or legal status of any debt.”

129. 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.”

130. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

131. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

132. 15 U.S.C. § 1692g states:

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;

133. The Seventh Circuit has held that a debt collector must state the correct amount of the debt on the date a letter is sent to a consumer. *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000):

It is no excuse that it was “impossible” for the defendants to comply when as in this case the amount of the debt changes daily. What would or might be impossible for the defendants to do would be to determine what the amount of the debt might be at some future date if for example the interest rate in the loan agreement was variable. What they certainly could do was to state the total amount due--interest and other charges as well as principal--on the date the dunning letter was sent. We think the statute required this.

134. While *Miller* addressed a debt collector’s obligation to provide the amount of the debt under 15 U.S.C. § 1692g(a)(1), the Seventh Circuit has held that the standards for claims under § 1692e and § 1692g are the same. *McMillan v. Collection Professionals, Inc.*, 455 F.3d 754, 759 (7th Cir. 2006).

We cannot accept the district court’s view that claims brought under § 1692e or § 1692f are different from claims brought under § 1692g for purposes of Rule 12(b)(6) analysis. Whether or not a letter is ‘false, deceptive, or misleading’ (in violation of § 1692e) or ‘unfair or unconscionable’ (in violation of § 1692f) are inquiries similar to whether a

letter is confusing in violation of § 1692g. After all, as our cases reflect, the inquiry under §§ 1692e, 1692g and 1692f is basically the same: it requires a fact-bound determination of how an unsophisticated consumer would perceive the letter.”)

135. Exhibit B misstates the amount of the debt on the date that the letter was sent to the consumer.

136. Misstatement of Plaintiff's debt is a *per se* violation of 15 U.S.C. § 1692g(a)(1). There is no materiality inquiry required where a debt collector fails to make a disclosure required under § 1692g. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 324 (“for good reason, we have not extended the implicit materiality requirement of § 1692e to reach claims under §1692g(a).”).

137. Moreover, misstatement of Plaintiff's debt is a material false statement (*see Hahn v. Triumph P'ships LLC*, 557 F.3d 755, 757-58 (7th Cir. 2009)) because it misleads the unsophisticated consumer about the amount of the debt. 15 U.S.C. § 1692e(2)(a).

**THE WISCONSIN CONSUMER ACT,
CH. 421-427 WIS. STATS.**

138. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

139. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

140. To further these goals, the Act’s protections must be “liberally construed and applied.” Wis. Stat. § 421.102(1); *see also* § 425.301.

141. “The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives.” *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

142. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

143. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

144. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

145. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly

adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P'ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

146. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

147. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer or a person related to the customer.” Wis. Admin. Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

148. 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.”

149. 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

150. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

151. Count I is brought on behalf of Plaintiff Gajewski.

152. Exhibit B does not state the balance of Plaintiff Gajewski's account on the day the letter was sent in a non-confusing manner. Exhibit B understates the amount of the debt and misleads the unsophisticated consumer.

153. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), and 1692g(a)(1).

COUNT II – FDCPA

154. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

155. Count II is brought on behalf of Plaintiff Gajewski.

156. Exhibit B states the amount of the debt that Allied Interstate was attempting to collect in a confusing manner by stating multiple amounts that Allied Interstate was attempting to collect. Exhibit B.

157. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1).

COUNT III – FDCPA

158. Count III is brought on behalf of Plaintiff O’Boyle.

159. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

160. Exhibit F overstates the amount of the debt that Allied Interstate was attempting to collect in a confusing manner by falsely implying that the balance of O’Boyle’s Synchrony account had been accelerated at the time Exhibit F was mailed.

161. Exhibit F also falsely states the balance of O’Boyle’s Synchrony account.

162. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1).

COUNT IV - WCA

163. Count IV is brought on behalf of all Plaintiffs.

164. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

165. As a licensed debt collector, Allied Interstate engages in conduct that can reasonably be expected to harass a debtor or a person related to the debtor when it violates the FDCPA.

166. Allied Interstate attempted to collect the whole of plaintiffs' that had not yet become due misrepresented the amount Plaintiffs owed as of the date of its letter.

167. Overstating the amount Allied Interstate is authorized to collect is a form of harassment.

168. Misstating the total balance owed is also a form of harassment because, if Plaintiffs paid what Allied Interstate stated was the "Total Balance," the remaining balance of the account would continue to accrue interest and Allied Interstate could potentially continue to attempt to collect on the account.

169. Defendant violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

170. Plaintiffs bring this action on behalf of two Classes.

171. Class I ("Equivocating Balance Class") consists of (a) all natural persons in the State of Wisconsin (b) who were a sent collection letter in which the balance of the account was rounded down to the nearest whole dollar, (c) seeking to collect a debt, incurred for personal, family or household purposes (d) that was owed to Synchrony (e) between November 20, 2016 and November 20, 2017, inclusive, and (f) that were not returned by the postal service. All Plaintiffs are the designated representatives for Class I.

172. Class II ("False Acceleration Class") consists of (a) all natural persons in the State of Wisconsin (b) who were a sent collection letter in the form represented by Exhibit F to the

complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes (d) that was owed to Synchrony (e) between November 20, 2016 and November 20, 2017, inclusive, and (f) that were not returned by the postal service. Plaintiff O'Boyle is the named representative for Class II.

173. Each Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each class.

174. There are questions of law and fact common to the members of the each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with the FDCPA and the WCA.

175. Plaintiffs' claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

176. Plaintiffs will fairly and adequately represent the interests of the members of each class. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

177. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

178. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiffs 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: November 20, 2017

ADEMI & O'REILLY, LLP

By: s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

Visit us at Ruscreditcard.com/account
Customer Service: 1-855-452-3722

Summary of Account Activity	
Previous Balance	\$1,428.65
New Balance	\$1,428.65
Credit Limit	\$1,800.00
Available Credit	\$0.00
Cash Limit	\$360.00
Available Cash	\$0.00
Statement Closing Date	01/13/2017
Days in Billing Cycle	30

Payment Information

New Balance	\$1,428.65
Amount Past Due	\$99.00
Total Minimum Payment Due	\$132.00
Payment Due Date	02/06/2017

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	3 years	\$1,429.00

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

"R"Us Rewards Summary

Your "R"Us Rewards points balance is.	20
As of:	01/13/2017

"R"Us Rewards Information

The "R"Us Rewards points balance shown in the Rewards Summary box on the left may not reflect the most up-to-date "R"Us Rewards points balance. For the most up-to-date points balance information, please visit Toysrus.com/myrewards.

Transaction Summary

Tran	Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
				FEEs	
				TOTAL FEEs FOR THIS PERIOD	\$0.00
				INTEREST CHARGED	
01/13	01/13			INTEREST CHARGE ON PURCHASES	\$0.00
01/13	01/13			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$0.00

2017 Totals Year-to-Date

Total Fees Charged in 2017	\$0.00
Total Interest Charged in 2017	\$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.

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 4938			
Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$132.00	\$99.00	02/06/2017	\$1,428.65

Payment Enclosed: \$.

Please use blue or black ink.

New address or email? Print changes on back.

JENNIFER M GAJEWSKI
3660 E BARBARA CT APT 3
OAK CREEK WI 53154-8019

90599
6101



Make Payment to: "R"US CREDIT CARD/SYNCR
PO BOX 530939
ATLANTA, GA 30353-0939



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 965013, Orlando, FL 32896-5013.** 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 965016, Orlando, FL 32896-5016.**

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 soon as the same day we receive your payment, and you will not 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 960097, Orlando, FL 32896-0097 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 965016, Orlando, FL 32896-5016

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 965016, Orlando, FL 32896-5016

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. **Conditional Payments:** 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 965016, Orlando, FL 32896-5016.

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 965015, Orlando, FL 32896-5015. 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

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 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.

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.

01C28640-1-05/01/14

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.

<input type="checkbox"/>	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 the named retailer on this account.

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	N/A	0.00%	\$1,000.90	\$0.00
Cash Advances	N/A	0.00%	\$427.75	\$0.00

Exhibit B



866-876-0174

January 19, 2017

Jennifer M Gajewski
3660 E Barbara Ct Apt 3
Oak Creek, WI 53154-8019

Re: "R"Us MasterCard®
Creditor: Synchrony Bank Account No. *****4938
Total Account Balance: \$1,428.00
Amount Now Due: \$132.00
Reference No.: [REDACTED] 6139

Jennifer M Gajewski:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

To make a payment, please telephone us at 866-876-0174 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.Toysrus.com/creditcard, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

391



Jennifer M Gajewski
3660 E Barbara Ct Apt 3
Oak Creek, WI 53154-8019

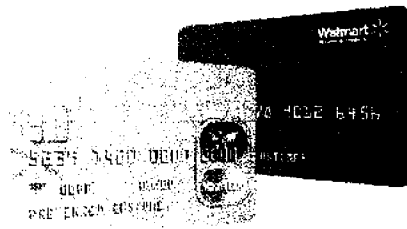
Synchrony Bank
TRU
PO Box 530939
Atlanta, GA 30353-0939



Exhibit C

Walmart*

Easy ways to pay your bill...



- Pay online to your account at **walmart.com/creditlogin** to make a payment
- Pay in-store at any Walmart* or Sam's Club* register
- Deposit 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 (⚡), Walmart, and Save Money. Live Better.

Walmart® MasterCard®

RACHEL HOLMES

Account Number: [REDACTED] 1829

Visit us at walmart.com/credit
Customer Service: 1-866-314-9507

Summary of Account Activity

Previous Balance	\$1,634.87
+ Fees Charged	\$35.00
+ Interest Charges	\$32.68
New Balance	\$1,702.53

Credit Limit	\$1,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$320
Available Cash	\$0.00
Statement Closing Date	07/20/2016
Days in Billing Cycle	31

Payment Information

New Balance	\$1,702.53
Amount Past Due	\$184.00
Total Minimum Payment Due	\$269.00
Overlimit Amount	\$102.53
Payment Due Date	08/12/2016

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	6 years	\$2,993.00

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

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 only	

Rewards News



Earn rewards on everyday purchases with your Walmart MasterCard!

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.

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 remittance 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 soon as the same day we receive your payment, and you will not 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 530993, Atlanta, GA 30353-0993 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.

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. **Conditional Payments:** 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

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 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.

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.

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
FEES				
07/12	07/12		LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
INTEREST CHARGED				
07/20	07/20		INTEREST CHARGE ON PURCHASES	\$32.66
07/20	07/20		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$32.66

2016 Totals Year-To-Date

Total Fees Charged in 2016	\$165.00
Total Interest Charged in 2016	\$235.35
Total Interest Paid in 2016	\$113.18

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Regular Purchases	NA	23.15%(v)	\$1,660.70	\$32.66
Cash Advances	NA	26.15%(v)	\$0.00	\$0.00
(v) = Variable rate				

Cardholder News and Information

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

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

Exhibit D



866-875-9673

July 22, 2016

Rachel Holmes
8666 S Chicago Rd Apt 16
Oak Creek, WI 53154-3592

Re: Walmart® Mastercard®
Creditor: Synchrony Bank Account No. *****1829
Amount Owed: \$1,702.00
Reference No.: [REDACTED] 7305

Rachel Holmes:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

To make a payment, please telephone us at 866-875-9673 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.walmart.com/credit, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY

(Detach and return with payment)

P.O.Box 1954

Southgate, MI 48195-0954

73051



0002801/0000001



Rachel Holmes
8666 S Chicago Rd Apt 16
Oak Creek, WI 53154-3592

Synchrony Bank
Walmart MasterCard
PO Box 960024
Orlando, FL 32896-0024



Exhibit E

**The TJX Rewards[®]
Credit Card**

ANNE OBOYLE
Account Number [REDACTED] 7365

Visit us at www.tjxrewards.com
Customer Service: 1-877-822-2014

Summary of Account Activity		Payment Information							
Previous Balance	\$252.13	New Balance	\$293.24						
+ Fees Charged	\$35.00	Amount Past Due	\$100.00						
+ Interest Charges	\$6.11	Total Minimum Payment Due	\$145.00						
New Balance	\$293.24	Payment Due Date	12/14/2016						
Credit Limit	\$300.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.							
Available Credit	\$0.00	Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:							
Statement Closing Date	11/21/2016	<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay:</th> <th>You will pay off the balance shown on this statement in about:</th> <th>And you will end up paying an estimated total of:</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>6 months</td> <td>\$310.00</td> </tr> </tbody> </table>		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	6 months	\$310.00
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	6 months	\$310.00							
Days in Billing Cycle	31	If you would like information about credit counseling services, call 1-877-302-8775.							

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 7365

Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$145.00	\$100.00	12/14/2016	\$293.24

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

New address or email? Print changes on back.

ANNE OBOYLE
4320 S 71ST ST APT 3
GREENFIELD WI 53220-3452

31717
C311



Make Payment to: TJX REWARDS / SYNCB
PO BOX 530948
ATLANTA, GA 30353-0948



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 965016, Orlando, FL 32896-5016

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.

disputed amount, 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 965016, Orlando, FL 32896-5016.

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 965015, Orlando, FL 32896-5015. 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 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.

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.

O1CX6128 - 1 - 05/13/14

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.

<input type="checkbox"/>	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 the named retailer on this account.

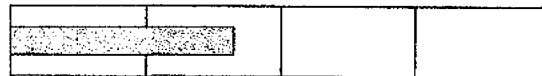
TJX Rewards Summary

Beginning TJX Rewards Points Balance	414
Points Earned - Our Stores	0
Points Redeemed - Certificate Issuance	0
Current TJX Rewards Points Balance	414
Lifetime TJX Rewards Points Earned	2,414

Your Account News

Turn every shopping trip into a rewards trip with the TJX Rewards card. Earn rewards on purchases at T.J.Maxx, Marshalls, HomeGoods and Sierra Trading Post. Hurry in now.

Points Earned Toward Next Certificate \$10



250 pts 500 pts 750 pts 1000 pts

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
FEES				
11/14	11/14		LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
INTEREST CHARGED				
11/21	11/21		INTEREST CHARGE ON PURCHASES	\$8.11
			TOTAL INTEREST FOR THIS PERIOD	\$8.11

2016 Totals Year-to-Date

Total Fees Charged in 2016	\$95.00
Total Interest Charged in 2016	\$15.41

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchase	NA	27.24% (v)	\$284.02	\$8.11
(v) = Variable Rate				

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.



EXHIBIT F



866-875-5326

November 24, 2016

Anne Oboyle
4320 S 71st St Apt 3
Greenfield, WI 53220-3452

Re: TJX Rewards® Credit Card Account
Creditor: Synchrony Bank Account No. *****7365
Amount Owed: \$293.00
Reference No.: [REDACTED] 5085

Anne Oboyle:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Amount Owed is \$293.00. Because the creditor continues to assess interest on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Amount Owed shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 866-875-5326 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.tjxrewards.com, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

Unless you notify us within 30 days after receiving this letter that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid. If you notify us in writing within 30 days after receiving this letter that you dispute the validity of this debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgment. If you request of us in writing within 30 days after receiving this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.


Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

0853





Anne Oboyle
4320 S 71st St Apt 3
Greenfield, WI 53220-3452

Synchrony Bank
TJX Rewards Credit Card
P.O. Box 530948
Atlanta, GA 30353-0948



CIVIL COVER SHEET

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

Place an X in the appropriate Box:

☐ Green Bay Division☒ Milwaukee Division**I. (a) PLAINTIFFS**

JENNIFER GAJEWSKI, et al.

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

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

ALLIED INTERSTATE LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. 1692 et seqBrief description of cause:
Violation of Fair Debt Collection Practices Act**VII. REQUESTED IN COMPLAINT:**☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 20, 2017

s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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

JENNIFER GAJEWSKI, RACHEL HOLMES, and
ANNE O'BOYLE

Plaintiff(s)

v.

ALLIED INTERSTATE LLC,

Defendant(s)

Civil Action No. 17-cv-1609

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ALLIED INTERSTATE LLC
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison, Wisconsin 53703

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
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.

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1609

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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.:

Print

Save As...

Case 1:17-cv-01609 Filed 11/20/17 Page 2 of 2 Document 1-2

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Wisconsin Consumers Claim Allied Interstate Violated Debt Collection Laws](#)
