

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

MARY HEPFNER, MARY NEUMER, and
ROBERT HOFFMAN, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

PRA GROUP, INC., and PORTFOLIO
RECOVERY ASSOCIATES, LLC,

Defendants.

) Case No.: 17-cv-1572

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

INTRODUCTION

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

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiffs 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.

PARTIES

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

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

5. Plaintiff Robert Hoffman (“Hoffman”) 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 him or her debts allegedly incurred for personal, family or household purposes, namely alleged credit card debts.

7. Each plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17) in that the alleged debt allegedly arose from a consumer credit transaction.

8. Defendant PRA Group, Inc. is a debt collection agency with its principal offices located at 120 Corporate Blvd., Norfolk, VA 23502.

9. Upon information and belief, the entity named “Portfolio Recovery Associates, LLC” is a wholly owned subsidiary of PRA, and its principal offices are also located at 120 Corporate Blvd., Norfolk, VA 23502. Hereafter, both entities will be referred to collectively as “PRA.”

10. Upon information and belief, PRA Group, Inc. purchases and owns consumer debts and Portfolio Recovery Associates, LLC collects those debts on PRA’s behalf.

11. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

12. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible

paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”).

13. The primary purpose of PRA’s business, and PRA’s principal purpose, is the collection of consumer debts. PRA’s 2016 Form 10-K states:

Our primary business is the purchase, collection and management of portfolios of nonperforming loans that have been charged-off by the credit grantor. The accounts we acquire are primarily the unpaid obligations of individuals owed to credit grantors, which include banks and other types of consumer, retail, and auto finance companies. We acquire portfolios of nonperforming loans in two broad categories: Core and Insolvency. Our Core operation specializes in purchasing and collecting receivables. Because the credit grantor and/or other debt servicing companies have unsuccessfully attempted to fully collect these receivables, we are able to purchase them at a substantial discount to their face value. Our Insolvency operation consists primarily of purchasing and collecting accounts that are involved in a Chapter 13 bankruptcy proceeding from credit grantors based in the U.S, but also includes the purchasing and collecting of insolvent accounts in Europe and Canada.

Available at <https://www.sec.gov/Archives/edgar/data/1185348/000118534816000067/praa-20151231x10k.htm>.

14. PRA is engaged in the business of a collection agency, using the mails and telephone to collect defaulted consumer debts.

15. PRA is also engaged in the business of a collection agency under Wisconsin law, in that it purchases and receives assignment of consumer debts that are in default at the time PRA acquires them.

16. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to

collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

17. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

18. PRA is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former consumer credit card accounts. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

19. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

20. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfi.org/wca/business_guidance/creditors/debt_collection/.

21. PRA uses both ordinary collection methods such as mail and telephone communications, and also civil lawsuits, in its collection business.

22. A company meeting the definition of a “debt collector” (here, PRA) is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

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

FACTS

Facts Relating to Hepfner

24. On or about October 8, 2013, Comenity Bank (“Comenity”) mailed an account statement to Hepfner regarding an alleged debt, allegedly owed to Comenity for Hepfner’s “Boston Store” credit account with an account number ending in 3404. A copy of this account statement is attached to this complaint as Exhibit A.

25. Exhibit A contains the following:

PAGE 1 OF 2

Payment information	
New balance	\$978.98
Minimum payment due	\$205.00
Payment due date	11/03/2013

Exhibit A.

26. Exhibit A also contains the following:

Details of your transactions		
TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
10/03/2013	LATE FEE	35.00
	Total fees charged for this period	\$35.00
Interest charged		
	Interest charge on purchases	\$23.90
	Total interest for this period	\$23.90

Exhibit A.

27. Exhibit A states that Hepfner's account accrued \$23.90 in interest charges during billing cycle closing on October 3, 2013. Exhibit A.

28. Exhibit A also states the following:

Interest charge calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	29.9900% (v)	938.30	23.90

Exhibit A.

29. Exhibit A states that the Annual Percentage Rate on Hepfner's account was 29.9900%

30. Exhibit A also contains the following:

Additional important messages

We would sincerely like to help you resolve this matter, yet our previous efforts to work with you have gone unanswered. This is your final opportunity. Unless we hear from you soon, we will permanently close your account and write it off as a bad debt. Your account will then be turned over to our Recovery team and reviewed by one of our Recovery Specialists. Visit our online Payment Help Center today at comenity.net/paymenthelp to schedule your payment to bring your account up-to-date or call 1-866-489-1886 (TDD/TTY 1-800-695-1788) to make a payment over the phone or discuss payment options.

Exhibit A.

31. Exhibit A informed Hepfner that, as of October 3, 2013, her "New Balance" was \$978.98, the minimum payment of \$205.00 was due on November 3, 2013, and that, "This is your final opportunity. Unless we hear from you soon, we will permanently close your account and write it off as a bad debt." Exhibit A.

32. Hepfner did not make the minimum payment or otherwise contact Comenity by November 3, 2013.

33. Upon information and belief, Comenity “charged off” Hepfner’s Boston Store credit account with an account number ending in 3404 on or about November 3, 2013 or shortly thereafter.

34. Upon information and belief, sometime after October 3, 2013 but before January 12, 2017, Comenity sold or otherwise assigned Plaintiff’s Boston Store account to PRA.

35. On or about January 12, 2017, PRA mailed a debt collection letter to Hepfner regarding an alleged debt, with alleged Seller “COMENITY BANK,” alleged Merchant “BOSTON STORE,” and alleged Original Creditor “WORLD FINANCIAL NETWORK BANK.” A copy of this letter is attached to this complaint as Exhibit B.

36. The alleged debt identified in Exhibit B is Hepfner’s alleged Boston store branded credit card account.

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

38. Upon information and belief, Exhibit B is a form debt collection letter used by Defendant to attempt to collect alleged debts.

39. Upon information and belief, Exhibit B was the first written communication Defendant sent to Plaintiff regarding the alleged debt Exhibit B attempts to collect.

40. Exhibit B contains the following:

Name: MARY HEPFNER
Seller: COMENITY BANK
Merchant: BOSTON STORE
Original Creditor: WORLD FINANCIAL NETWORK BANK
Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC
Account Number: [REDACTED] 3404
Current Balance Due: \$1,003.40

Exhibit B.

41. Exhibit B states that, as of January 12, 2017, the balance of the alleged debt Hepfner allegedly owed PRA as assignee of Hepfner's Boston Store account was \$1,003.40.

Exhibit B.

42. Exhibit B also contains the following:



PAY THE FULL BALANCE

1 Payment of \$1,003.40*

6 Monthly Payments of \$167.23*

12 Monthly Payments of \$83.61*

Your account will be considered "Paid in Full" after your final payment is successfully posted.

OR CHOOSE A SAVINGS PLAN

1 Payment of \$753.00 and SAVE \$250.40*

Pay \$134.00 for 6 consecutive months and SAVE \$199.40*

Pay \$71.00 for 12 consecutive months and SAVE \$151.40*

The savings will be applied to the balance and your account will be considered "Settled in Full" after your final payment is successfully posted.

Exhibit B.

43. On or about March 9, 2017, PRA mailed a debt collection letter to Hepfner regarding the same alleged debt, allegedly owed to PRA and with Seller "COMENITY BANK FORMERLY KNOWN AS WORLD FINANCIAL NETWORK BANK" and Merchant "BOSTON STORE," with an account number ending in 3404. A copy of this letter is attached to this complaint as Exhibit C.

44. The alleged debt identified in Exhibit C is an alleged Boston store branded credit card account.

45. Upon information and belief, Exhibit C is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

46. Upon information and belief, Exhibit C is a form debt collection letter used by PRA to attempt to collect alleged debts.

47. Exhibit C contains the following:

March 9, 2017

Account Number: [REDACTED] 3404

SELLER: COMENITY BANK FORMERLY KNOWN AS WORLD FINANCIAL NETWORK BANK

MERCHANT: BOSTON STORE

ORIGINAL CREDITOR: WORLD FINANCIAL NETWORK BANK

CHARGE-OFF CREDITOR: COMENITY BANK

LAST 4 DIGITS OF CHARGE-OFF ACCOUNT NUMBER: 3404

Charge-Off Balance: \$1,003.40

Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC

Balance: \$978.98

Exhibit C.

48. Exhibit C states that, as of March 9, 2017, the balance of the alleged debt Hepfner allegedly owed PRA as assignee of Hepfner's Boston Store account was \$978.98 but that the "Charge-Off Balance" was \$1,003.40. Exhibit C.

49. Plaintiff did not make any payment on the account between January 12, 2017, when Defendant sent Exhibit B, and March 9, 2017, when Defendant sent Exhibit C.

50. Upon information and belief and the investigation of counsel, the amount of the debt was never \$1,003.40; rather, the account charged off at \$978.98 and never increased or decreased from the time of charge-off.

51. Upon information and belief, Comenity does not add interest to charged-off accounts.

52. Upon information and belief, PRA does not add interest to consumer credit card accounts it purchases. Some of PRA's initial "validation" letters to consumers specifically state that PRA will not charge additional interest as an incentive for consumers to pay.

53. Upon information and belief, PRA incorrectly added a month of interest to Hepfner's account. At an APR of 29.9900%, an account with a balance of \$978.98 would accrue \$24.13 in interest over 30 days, with an ending balance of \$1,003.11, almost identical to the \$1,003.40 balance PRA states in Exhibits B and C.

54. In Exhibit B, PRA attempts to collect this improperly added interest and used this inflated amount to attempt to induce Hepfner into settling her account.

55. Upon information and belief, PRA reports accounts like Hepfner's to the major credit reporting bureaus as a matter of course.

56. Upon information and belief, PRA reported Hepfner's account to the three major credit reporting bureaus as being a debt in the amount of \$1,003.40.

57. Moreover, Exhibit C contains multiple contradictory and confusing statements of the amount that PRA was attempting to collect from Plaintiff.

58. Exhibit C contains the following text:

Charge-Off Balance: \$1,003.40
Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC **Balance: \$978.98**

Exhibit C.

59. Exhibit C is confusing to the unsophisticated consumer. It is unclear whether PRA is collecting the entire \$1,003.40 "Charge-Off Balance" or just the \$978.98 that is represented to be the "Balance."

60. Exhibit A also states:

Your account qualifies for our settlement program. Here are three options for you to choose from:

Single Payment Settlement	6 Month Payment Plan	12 Month Payment Plan
<ul style="list-style-type: none">• Save \$293.70 off the balance• Pay \$685.28	<ul style="list-style-type: none">• Save \$244.76 off the balance• Pay \$122.37 per month for the next 6 months	<ul style="list-style-type: none">• Save \$195.86 off the balance• Pay \$65.26 per month for the next 12 months

Your first payment must be received in our office no later than 04/06/2017. Your account will be considered "Settled in Full" once your final payment is successfully posted.

Exhibit C.

61. The above settlement options all add up to the "Balance" of \$978.78, and the first payment is stated to be "due in our office no later than 04/06/2017."

62. Thus, it is unclear if the "balance" of \$978.78 is actually a "balance" or a settlement amount that is due by 04/06/2017.

63. If the unsophisticated consumer sent \$978.78 to PRA after 04/06/2017, it is unclear if this amount would resolve the debt or if the actual “balance” would revert to the full “charge off balance” of \$1003.40.

Facts Relating to Neumer

64. On or about April 8, 2017, PRA mailed a debt collection letter to Neumer regarding an alleged debt, allegedly owed to PRA and originally owed to “SYNCHRONY BANK” (“Synchrony”). A copy of this letter is attached to this complaint as Exhibit D.

65. The alleged debt identified in Exhibit D is an alleged credit card account, originally owed to Synchrony and purchased by PRA. It was a “Walmart”-branded credit card.

66. Neumer used this credit card only for personal, family or household purposes, namely, purchases of household goods and services, including purchases at Walmart stores. Neumer did not open or use the credit card account for any business purpose.

67. The credit card account identified in Exhibit D was in default, closed, and upon information and belief, charged off by Synchrony before Synchrony sold the account to PRA.

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

69. Upon information and belief, Exhibit D is a form debt collection letter used by PRA to attempt to collect alleged debts.

70. Exhibit D states that the “Balance” of the account is “\$649.97.”

71. Exhibit D then states the following:

Account Offers

 Single Payment*	 12 Month*	 25 Month*
Savings Plan Pay \$520.00 and SAVE \$129.97	Savings Plan Pay \$46.00 for 12 consecutive months and SAVE \$97.97	Installment Option Pay \$25.99 for 25 consecutive months

Savings Plan: The savings will be applied to the balance and your account will be considered "Settled in Full" after your final payment is successfully posted.

Installment Option: Your account will be considered "Paid in Full" after your final payment is successfully posted.

Your first payment must be received NO LATER than: 05/12/2017

***We are not obligated to renew this offer.**

Exhibit D.

72. The "25 Month Installment Option" in Exhibit B is confusing to the unsophisticated consumer.

73. If a consumer pays "\$25.99 for 25 consecutive months," the consumer will have paid PRA a total of \$649.75. This amount is less than the stated Balance of \$649.97.

74. It is not clear whether the consumer would have to pay the additional balance at the end of the payment plan. Unlike the other options which expressly state how much the money the consumer would "SAVE," the 25 Month Installment Option does not identify any amount that the consumer would "SAVE."

75. Moreover, both the "single payment" and "12 month installment" options disclose that "Your account will be considered 'Settled in full' after your final payment is posted."

76. The "Settled in full" designation refers to credit reporting. An account that is "Settled in full" is a negative item in a consumer's credit file.

77. In contrast, the 25 month installment option states: "Your account will be considered 'Paid in full' after your final payment is posted."

78. "Paid in full" also refers to credit reporting. A delinquent account that is "Paid in full" is also a negative item, but it has a less negative impact on a consumer's creditworthiness than a settled account does. Thus, all other variables being equal, a consumer who pays off a

collection account in full would end up with a higher “credit score” than one who settles the same account.

79. If a consumer successfully completed 25 monthly payments of \$25.99, it is not clear whether she would have to also pay the remaining balance in order for the account to be reported as “Paid in full,” or whether PRA would actually report the account as “Settled in full” due to the remaining balance, or whether PRA would forgive the remaining balance and still report the account as “Paid in full.”

80. The consumer would be at a loss to determine the actual effects, on both the balance and her credit, of doing exactly what PRA told her to do.

Facts Relating to Plaintiff Hoffman

81. On or about December 16, 2016, Capital One Services, LLC (“Capital One”) mailed Plaintiff Hoffman a notice of assignment letter regarding an alleged debt that was allegedly originally owned by Capital One but that had been assigned to PRA. A copy of this letter is attached to this complaint as Exhibit E.

82. Plaintiff Hoffman used this Capital One credit card only for personal, family or household purposes, namely, purchases of household goods and services. Plaintiff Hoffman did not open or use the credit card account for any business purpose.

83. Exhibit E contains the following:

December 16, 2016

ROBERT L HOFFMAN
2738 E BOULEVARD AVE APT 12
SAINT FRANCIS, WI 53235

3384
UPGR

Re: Account Number : [REDACTED] 2790
Capital One

Dear ROBERT L HOFFMAN,

We wanted to let you know about a change to your credit card account referenced above. Your credit card account with a balance of \$987.82 was acquired by Portfolio Recovery Associates, LLC on or about December 15, 2016. Portfolio Recovery Associates, LLC now owns your account and may contact you either directly or through an affiliate or third party.

If you have any questions about your account, please contact Portfolio Recovery Associates, LLC at:

Portfolio Recovery Associates, LLC
1-800-772-1413
PO Box 12914

Exhibit E.

84. Exhibit E, sent on December 16, 2016, states that Plaintiff's Capital One account with an account number ending in 2790 was sold to PRA on December 15, 2016.

85. On or about January 18, 2017, PRA mailed Plaintiff Hoffman a debt collection letter regarding the same alleged debt, allegedly owed to PRA and with Original Creditor Capital One. A copy of this letter is attached to this complaint as Exhibit F.

86. Upon information and belief, Exhibit F is a form letter, generated by computer, and with the information specific to Plaintiff Hoffman inserted by computer.

87. Upon information and belief, Exhibit F is a form debt collection letter used by PRA to attempt to collect alleged debts.

88. Upon information and belief, Exhibit F was the first written communication PRA sent to Plaintiff Hoffman regarding the alleged debt referenced in Exhibit F.

89. Exhibit F contains the statutory validation notice that debt collectors are required by the FDCPA to send along with the initial written communication. *See* 15 U.S.C. § 1692g.

90. Exhibit F also contains the following:

PRA, LLC purchased account [REDACTED] 2790 on 12/20/2016. All future payments and correspondence for this account, including credit counseling service payments, should be directed to us.

Exhibit F.

91. Exhibit F states that PRA purchased Plaintiff Hoffman's Capital One account on December 20, 2016, four days after Capital One sent Exhibit E, informing Plaintiff Hoffman that PRA purchased that account on December 15, 2016.

92. Exhibit F also contains the following:

Seller: CAPITAL ONE BANK (USA) N.A.
Original Creditor: CAPITAL ONE BANK (USA) N.A.
Original Creditor Address: 4851 COX ROAD, GLEN ALLEN VA 23060
Creditor to Whom Debt is Owed: PORTFOLIO RECOVERY ASSOCIATES, LLC
Account Number: [REDACTED] 2790
Current Balance: \$987.82

Exhibit F.

93. Exhibit F also contains a payment remittance slip, which includes the following:

DEPT 922 2968181317018
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #9222968181317018#



ROBERT L HOFFMAN
2738 E BOLIVAR AVE APT 12
SAINT FRANCIS WI 53235-5414



Account Number: [REDACTED] 2790

Payment Amount: _____

001
PORTFOLIO RECOVERY ASSOCIATES, LLC
P.O. Box 12914
Norfolk VA 23541

Exhibit F.

94. Exhibit F states that Plaintiff Hoffman’s account number with PRA is the same account number that Capital One used. Nowhere in Exhibit F does PRA state a different account number for Plaintiff Hoffman’s debt.

95. Looking at Exhibits E and F together, it is unclear whether the account had actually been sold or whether Capital One still owned the account and PRA was acting as a third-party debt collector rather than the current creditor. PRA provides Capital One’s address in the header rather than its own, the account number has not changed, and PRA claims to have purchased the account *after* Capital One sent its Notice of Assignment.

96. On or about March 8, 2017, PRA mailed Plaintiff Hoffman a debt collection letter regarding the same alleged debt, allegedly owed to PRA and with Original Creditor Capital One. A copy of this letter is attached to this complaint as Exhibit G.

97. Upon information and belief, Exhibit G is a form letter, generated by computer, and with the information specific to Plaintiff Hoffman inserted by computer.

98. Upon information and belief, Exhibit G is a form debt collection letter used by PRA to attempt to collect alleged debts.

99. Exhibit G states that the “Balance” of the account is “\$987.82.”

100. Exhibit G then states the following:

Account Offers

New & Improved
Access your account anytime from www.prapay.com

Single Payment*	12 Month*	39 Month*
Savings Plan Pay \$790.00 and SAVE \$197.82	Savings Plan Pay \$70.00 for 12 consecutive months and SAVE \$147.82	Installation Option Pay \$25.32 for 39 consecutive months
The savings will be applied to the balance and your account will be considered 'Settled in Full' after your final payment is successfully posted.		Your account will be considered "Paid in Full" after your final payment is successfully posted.

Your first payment must be received **NO LATER than: 04/07/2017**

*We are not obligated to renew this offer.

Exhibit G.

101. The “39 Month Installment Option” in Exhibit G is confusing to the unsophisticated consumer.

102. If a consumer pays “\$25.32 for 39 consecutive months,” the consumer will have paid PRA a total of \$987.48. This amount is less than the stated Balance of \$987.82.

103. It is not clear whether the consumer would have to pay the additional balance at the end of the payment plan. Unlike the other options which expressly state how much the money the consumer would “**SAVE**,” the 39 Month Installment Option does not identify any amount that the consumer would “**SAVE**.”

104. Moreover, both the “single payment” and “12 month installment” options disclose that “Your account will be considered ‘Settled in full’ after your final payment is posted.”

105. The “Settled in full” designation refers to credit reporting. An account that is “Settled in full” is a negative item in a consumer’s credit file.

106. In contrast, the 39 month installment option states: “Your account will be considered ‘Paid in full’ after your final payment is posted.”

107. “Paid in full” also refers to credit reporting. A delinquent account that is “Paid in full” is also a negative item, but it has a less negative impact on a consumer’s creditworthiness than a settled account does. Thus, all other variables being equal, a consumer who pays off a collection account in full would end up with a higher “credit score” than one who settles the same account.

108. If a consumer successfully completed 39 monthly payments of \$25.32, it is not clear whether she would have to also pay the remaining balance in order for the account to be reported as “Paid in full,” or whether PRA would actually report the account as “Settled in full”

due to the remaining balance, or whether PRA would forgive the remaining balance and still report the account as “Paid in full.”

109. The consumer would be at a loss to determine the actual effects, on both the balance and her credit, of doing exactly what PRA told her to do.

**THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 ET SEQ.**

110. 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.

111. 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).

112. 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).

113. 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).

114. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *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).

115. 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”).

116. 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.

117. 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 PRA is truly collecting, it should only represent that amount as the “balance” in the letter.

118. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt. *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). The balance specified in Exhibit C may be insufficient to resolve the whole debt after 04/06/2017. It is possible that PRA could continue to collect the entire remaining “charge off balance,” if the “balance” was merely a settlement offer, and past 04/05/2017, the “balance” essentially expires.

119. The different balance amounts on Exhibit C render Exhibit C confusing to the unsophisticated consumer, who would not be able to determine, or would be confused as to, which amount PRA was actually attempting to collect.

120. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

121. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of – the character, amount, or legal status of any debt.”

122. 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.”

123. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

124. 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.”

125. 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—

(2) the name of the creditor to whom the debt is owed;

126. The Seventh Circuit has held that debt collector must make the 15 U.S.C. § 1692g disclosures in a non-confusing manner. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000):

The Wisconsin Consumer Act (“WCA”)
Ch. 421-427, Wis. Stats.

127. 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).

128. 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).

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

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

131. 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).

132. 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).

133. 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. Nuwell 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.*

134. Wis. Stat. § 427.104(1)(c) states that a debt collector may not: “Disclose or threaten to disclose information adversely affecting the customer’s reputation for credit worthiness with knowledge or reason to know that the information is false.”

135. 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.”

136. 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”

137. 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.”

138. 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

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

140. Count I is brought on behalf of Hepfner.

141. Exhibit B falsely states that Hepfner’s “Current Balance Due” on January 12, 2017 was \$1,003.40.

142. In Exhibit B, Defendant attempted to induce Hepfner to enter a settlement agreement based on a false statement of the balance that was due.

143. Exhibit C falsely states that Hepfner’s “Charge-Off Balance” was \$1,003.40.

144. In Exhibit C, Defendant attempted to hide its improper interest charge and toll the statute of limitations by making it appear as if Hepfner made a payment on the account after it was charged off.

145. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, and 1692f(1).

COUNT II – FDCPA

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

147. Count II is brought on behalf of Hepfner.

148. PRA represented the amount of the debt that PRA was attempting to collect in a confusing manner by stating multiple amounts that PRA was attempting to collect. Exhibit C.

149. The unsophisticated consumer would be confused as to whether PRA was attempting to collect only the “balance” or the “charge off balance.”

150. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692(f).

COUNT III – FDCPA

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

152. Count III is brought on behalf of Plaintiff Hoffman.

153. The unsophisticated consumer, considering Exhibits E and F together would be unable to tell whether the account had actually been sold and would be confused as to whether Defendant was acting as a third-party debt collector rather than as the assignee.

154. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692f, 1692g(a)(2).

COUNT IV – FDCPA

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

156. Count IV is brought on behalf of Plaintiffs Neumer and Hoffman.

157. The “Installment Options” on Exhibits D and G are facially confusing to the unsophisticated consumer.

158. If a consumer made the requested payments, the consumer would not have paid the entire balance of the debt. It is not possible to determine whether the consumer is responsible for the remaining balance, or whether the account is completely resolved.

159. Defendant violated §§ 1692e, 1692e(2)(a), and 1692e(10).

COUNT V – WCA

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

161. Count V is brought on behalf of Hepfner.

162. Exhibit B falsely states that Hepfner’s “Current Balance Due” on January 12, 2017 was \$1,003.40.

163. In Exhibit B, Defendant attempted to induce Hepfner to enter a settlement agreement based on a false statement of the balance that was due.

164. Exhibit C falsely states that Hepfner’s “Charge-Off Balance” was \$1,003.40.

165. In Exhibit C, Defendant attempted to hide its improper interest charge and toll the statute of limitations by making it appear as if Hepfner made a payment on the account after it was charged off.

166. Upon information and belief, Defendant reported inflated balances of Hepfner’s alleged debt to the credit reporting bureaus, which reports adversely affected Hepfner’s reputation for credit worthiness.

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

CLASS ALLEGATIONS

168. Plaintiffs bring this action on behalf three classes.

169. Class I (“False Interest Class”) consists of (a) all natural persons in the State of Wisconsin (b) whose Comenity accounts were incurred for personal, family, or household purposes, (c) sold to Defendant at or about the same time as Hepfner’s, (d) and who were later sent a collection letter in the form represented by Exhibit C to the complaint in this action, (e) between November 9, 2016 and November 9, 2017, inclusive, (f) that was not returned by the postal service. Hepfner is the named representative for Class I.

170. Class II (“Confusing Creditor Class”) consists of (a) all natural persons in the State of Wisconsin (b) whose Capital One accounts were incurred for personal, family, or household purposes, (c) sold to Defendant at or about the same time as Plaintiff Hoffman’s, (d) and who were later sent a collection letter in the form represented by Exhibit F to the complaint in this action, (e) between November 9, 2016 and November 9, 2017, inclusive, (f) that was not returned by the postal service. Plaintiff Hoffman is the named representative for Class II.

171. Class III (“Installment Options Class”) consists of (a) all natural persons in the State of Wisconsin (b) whose debts were incurred for personal, family, or household purposes, (c) later sold to Defendant, (d) and who were sent a collection letter in the form represented by Exhibits D and/or G to the complaint in this action, (e) between November 9, 2016 and November 9, 2017, inclusive, (f) that was not returned by the postal service. Plaintiffs Neumer and Hoffman are the named representatives for Class III.

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

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

174. Plaintiffs' claims are typical of the claims of the members of the Classes. All are based on the same factual and legal theories.

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

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

JURY DEMAND

177. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) punitive damages;
- (d) attorneys' fees, litigation expenses and costs of suit; and
- (e) such other or further relief as the Court deems proper.

Dated: November 8, 2017

ADEMI & O'REILLY, LLP

By: s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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EXHIBIT A

Visit our Payment Help Center at
 comenity.net/paymenthelp
 to schedule a payment for the minimum due
 and bring your account current.

Summary of account activity	
Account no.	3404
Previous balance	\$920.08
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	35.00
Interest charged	23.90
New balance	\$978.98
Past due amount	170.00
Credit limit	\$0.00
Available credit	\$0.00
Statement closing date	10/08/2013
Days in billing cycle	31

Payment information	
New balance	\$978.98
Minimum payment due	\$205.00
Payment due date	11/03/2013

Late payment warning:
 If we do not receive your minimum payment by 11/03/2013 you may have to pay up to a \$35.00 late fee and your APR may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	7 years	\$2198
\$42	3 years	\$1503 (savings \$695)

For information regarding credit counseling services, call 1-800-284-1706.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
10/03/2013	LATE FEE	35.00
	Total fees charged for this period	\$35.00
Interest charged		
	Interest charge on purchases	\$23.90
	Total interest for this period	\$23.90

2013 totals year to date	
Total fees charged in 2013	\$240.00
Total interest charged in 2013	\$157.26

Interest charge calculation

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

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	29.9900% (v)	938.30	23.90

Additional important messages

We would sincerely like to help you resolve this matter, yet our previous efforts to work with you have gone unanswered. This is your final opportunity. Unless we hear from you soon, we will permanently close your account and write it off as a bad debt. Your account will then be turned over to our Recovery team and reviewed by one of our Recovery Specialists. Visit our online Payment Help Center today at comenity.net/paymenthelp to schedule your payment to bring your account up-to-date or call 1-866-489-1886 (TDD/TTY 1-800-695-1788) to make a payment over the phone or discuss payment options.

NOTICE: See reverse side for important information.
 Please tear at perforation above.

Boston Store



Account number	3404
New balance	Minimum payment
\$978.98	\$205.00

99 4

Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 5 pm CT on 11/03/2013.



Please make check payable to:
 COMENITY - BOSTON STORE



MARY HEFFNER
 3737 E HOLMES AVE
 CUDAHY WI 53110-1718

Please return this portion along with your payment to:
 PO BOX 659813
 SAN ANTONIO TX 78265-9113





YOUR REWARDS

Earn a REWARD for every \$200 you spend throughout the year when you use the YOUR REWARDS credit card!

Subject to credit approval. The YOUR REWARDS program is provided by The Bon-Ton Stores, Inc. and its terms may change at any time.

your card. your style. your rewards.

Keep this portion for your records.

Billing Rights Summary

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: Comenity Bank PO Box 182782 Columbus, Ohio 43218-2782

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.
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:

- 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.
You must have used your credit card for the purchase.
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: Comenity Bank PO Box 182782 Columbus, Ohio 43218-2782

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.

MINIMUM FINANCE CHARGE. If a \$2.00 FINANCE CHARGE appears on the front of this statement, it is a minimum FINANCE CHARGE, which we impose per credit plan each Billing.

GRACE PERIOD. If you make a purchase under a Regular Revolving Credit Plan, no Finance Charges will be imposed in any Billing Period in which (i) there is no Previous Balance or (ii) payments received and credits issued by the Payment Due Date, which is 25 days after the Statement Closing Date shown on your last Statement, equal or exceed the Previous Balance.

You may avoid Finance Charges on deferred purchases made under Promotional Credit Plans if you pay the total amount of the purchase before the end of the Deferment Period.

We will begin to charge Finance Charges on new purchases made under a Low APR, Equal Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We figure Finance Charges on your Account separately for each Credit Plan. For each Billing Period, we use the Daily Balance to figure Finance Charges on your Account. This is how we figure the Daily Balance each day: We start with the beginning balance on your Account each day (including unpaid Finance Charges and fees). We

Important Notice Regarding Payments. Remember, you can also make your payments at any Boston Store, online at www.comenity.net/bostonstore or you can call us toll free at 1-855-567-7740 (TDD/TTY 1-800-695-1788) to make a payment by telephone (a fee may be charged for processing a telephone or internet payment).

By providing your email address you authorize Comenity Bank, to send general service emails related to your Boston Store Credit Card Account. CHECK ONE BOX BELOW:

I DO NOT consent to receive commercial emails from Comenity Bank for solicitation, advertising and promotional offers related to my Boston Store Credit Card Account and for Comenity Bank to share my email address with Boston Store for service and product offers.

Do Not Send Cash or Gift Certificates. You may pay your account by mailing your personal check, banker's check, money order, or traveler's check, payable in United States dollars, to the name and address shown on the reverse side.

New Information

Title (optional) First Name MI
Last Name Soc. Sec. No.
Street Address
Apt. No. RR PO Box
City State Zip Code Foreign Map Code
Email Address

subtract any payments or credit adjustments and add any new purchases and debit adjustments posted as of that day. This gives us the Partial Daily Balance for the day. We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the Daily Finance Charge for the day and add it to the day's Partial Daily Balance.

NOTICE TO PAST DUE CUSTOMERS. You understand that we may report negative information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES.

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank, PO Box 182789 Columbus, OH 43218-2789.

- Account Information: Your name and account number
Contact Information: Your address and telephone number
Disputed Information: Identify the account information disputed and explain why you believe it is inaccurate
Supporting Documentation: If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL" ON DISPUTED DEBTS. All communications regarding disputed debts, including a check or other payment instrument marked "Paid In Full", or otherwise tendered as full satisfaction of debt, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004. DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

CUSTOMER SERVICE. Visit www.comenity.net/bostonstore or call 1-855-567-7740 (TDD/TTY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273 Columbus, OH 43218-2273

Send all bankruptcy notices and related correspondence to COMENITY BANK, Bankruptcy Department, PO Box 182125 Columbus, OH 43218-2125

IMPORTANT INFORMATION—YOUR CHECK AUTHORIZES ELECTRONIC DEBIT

Effective March 2005, we may process your payment by personal check as an electronic ACH debit. By mailing us a check for payment on your credit card account, you are authorizing us to initiate an ACH debit in the amount of your check from the account on which you have written the check.

Exhibit B



Portfolio Recovery Associates, LLC

January 12, 2017

Dear MARY HEPFNER,

Portfolio Recovery Associates, LLC ("PRA, LLC") is contacting you to collect the balance owed on your account.

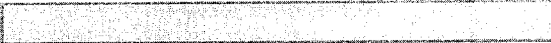
Life happens and at times customers may fall behind on financial commitments. We understand. We are committed to working with you to design a plan that fits your budget.

Our account representatives are waiting. Call us today.

Sincerely,
PRA, LLC



Name: MARY HEPFNER
Seller: COMENITY BANK
Merchant: BOSTON STORE
Original Creditor: WORLD FINANCIAL NETWORK BANK
Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC
Account Number: [REDACTED] 3404
Current Balance Due: \$1,003.40



Paying your bill is easy with any of these options:



Pay by phone
Call 1-800-772-1413 to make payment arrangements.



Pay online – anytime by visiting:
www.prapay.com



Pay by mail – checks and payments to:
PORTFOLIO RECOVERY ASSOCIATES, LLC
P.O. Box 12914, Norfolk VA 23541



PAY THE FULL BALANCE

1 Payment of \$1,003.40*

6 Monthly Payments of \$167.23*

12 Monthly Payments of \$83.61*

Your account will be considered "Paid in Full" after your final payment is successfully posted.

OR

CHOOSE A SAVINGS PLAN

1 Payment of \$753.00 and SAVE \$250.40*

Pay \$134.00 for 6 consecutive months and SAVE \$199.40*

Pay \$71.00 for 12 consecutive months and SAVE \$151.40*

The savings will be applied to the balance and your account will be considered "Settled in Full" after your final payment is successfully posted.

Hours of Operation (EST): 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun.

Your first payment must be received no later than: 02/17/2017

**We are not obligated to renew this offer.*

Company Address: Portfolio Recovery Associates, LLC, 120 Corporate Blvd., Norfolk, VA 23502
Disputes Correspondence Address: Portfolio Recovery Associates, LLC Disputes Department, 140 Corporate Blvd., Norfolk, VA 23502 or E-mail: PRA_Disputes@portfoliorecovery.com

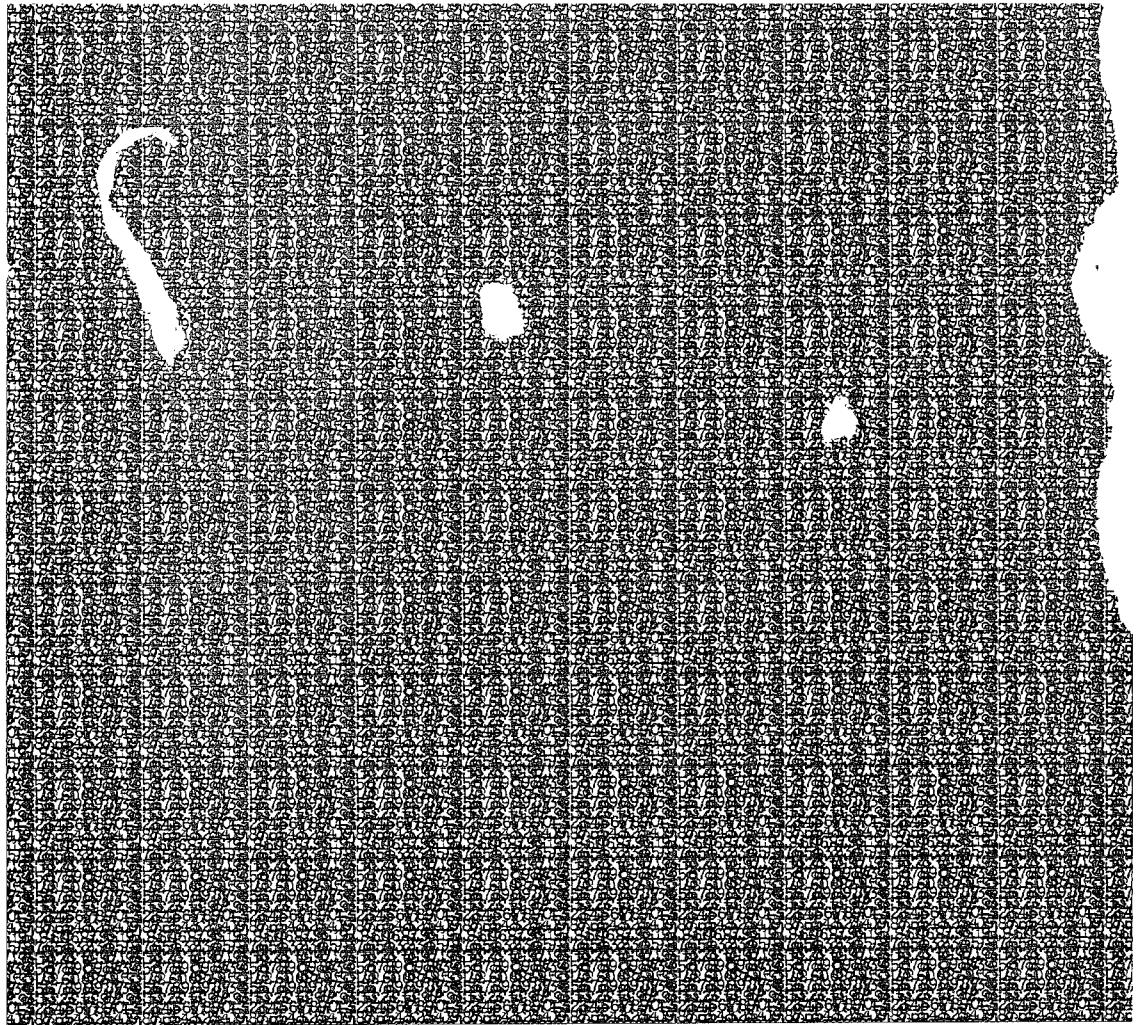
Quality Service Specialists Available Mon. – Fri. 8 AM TO 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE

We collect certain personal information about you from the following sources: (a) information we receive from you; (b) information about your transactions with our affiliates, others or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.**



USE

CDPRAS01
PO Box 1099
Wixom MI 48393-1099
ADDRESS SERVICE REQUESTED

PRESORT
FIRST CLASS MAIL
US POSTAGE PAID
DPCH

0017011600

SEE OTHER SIDE FOR OPENING INSTRUCTIONS

49M2 317568326
MARY HEPFNER
3737 E Holmes Ave
Cudahy WI 53110-1718

Exhibit C



March 9, 2017

Account Number: [REDACTED] 3404

SELLER: COMENITY BANK FORMERLY KNOWN AS WORLD FINANCIAL NETWORK BANK

MERCHANT: BOSTON STORE

ORIGINAL CREDITOR: WORLD FINANCIAL NETWORK BANK

CHARGE-OFF CREDITOR: COMENITY BANK

LAST 4 DIGITS OF CHARGE-OFF ACCOUNT NUMBER: 3404

Charge-Off Balance: \$1,003.40

Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC

Balance: \$978.98

Account Transferred to Litigation Department

Your account has been transferred to the Litigation Department. At this time, no attorney within the Litigation Department has personally reviewed the particular circumstances of your account.

Portfolio Recovery Associates, LLC wants to help you resolve this account!

Your account qualifies for our settlement program. Here are three options for you to choose from:

Single Payment Settlement	6 Month Payment Plan	12 Month Payment Plan
<ul style="list-style-type: none"> Save \$293.70 off the balance Pay \$685.28 	<ul style="list-style-type: none"> Save \$244.76 off the balance Pay \$122.37 per month for the next 6 months 	<ul style="list-style-type: none"> Save \$195.86 off the balance Pay \$65.26 per month for the next 12 months

Your first payment must be received in our office no later than 04/06/2017. Your account will be considered "Settled in Full" once your final payment is successfully posted.

Benefits of settling this account by one of the plans as described above:

- Your debt on this account will be resolved
- All collection activities on this account will cease
- If our company is reporting this account to the three major credit reporting agencies, we will request that our company's tradeline be updated to reflect that this account is now settled.

Please contact our office no later than **04/06/2017** by calling during our business hours to discuss how we can work together to resolve this account. We reserve the right to withdraw or modify this offer at a later date if no payments or payment arrangements are made by **04/06/2017**.

Various Payment Options Available Including:

Call: ☎	Mail: ✉
Call Toll-Free at 1-866-428-8102 to: <ul style="list-style-type: none"> Discuss payment arrangements Authorize automatic withdrawals from your bank account Complete a debit card payment 	<ul style="list-style-type: none"> Complete the attached coupon Make all checks and payments to: PORTFOLIO RECOVERY ASSOCIATES, LLC P.O. Box 12903 Norfolk VA 23541

Business Hours: 8 AM to 9 PM Mon. - Fri., and 8 AM to 5 PM Sat. (EST)

We are not obligated to renew this offer.

You may request copies of documentation relating to your account which includes original account-level documentation available to Portfolio Recovery Associates, LLC, account chain of title, and either a signed account application or account statements reflecting a purchase, payment or other use of the account. To do so, you must send your request in writing to: Portfolio Recovery Associates, LLC, 140 Corporate Boulevard, Norfolk, VA 23502. Portfolio Recovery Associates, LLC will provide the documentation to you at no cost within 30 days of receiving your request.

This communication is from a debt collector and is an attempt to collect a debt.

Any information obtained will be used for that purpose.

Notice: See Reverse Side for Important Information

✂️ *** PLEASE DETACH AND RETURN IN THE ENCLOSED ENVELOPE WITH YOUR PAYMENT *** ✂️

DEPT 922 8426159417033
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #9228426159417033#



MARY HEFNER
3737 E HOLMES AVE
CUDAHY WI 53110-1718



Account Number:
[REDACTED] 3404

Payment Amount: _____

Make all checks payable to Portfolio Recovery Associates, LLC

LL1
PORTFOLIO RECOVERY ASSOCIATES LLC
P.O. Box 12903
Norfolk VA 23541

MAKE ALL CHECKS PAYABLE TO: Portfolio Recovery Associates, LLC
SEND ALL PAYMENTS TO: Portfolio Recovery Associates, LLC, P.O. Box 12903, Norfolk, VA 23541

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES CORRESPONDENCE ADDRESS: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Boulevard, Norfolk, VA 23502

DISPUTES DEPARTMENT E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE SPECIALISTS AVAILABLE Mon. - Fri. 8 AM to 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE: We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws:

COLORADO: Office located at 4600 South Syracuse Street, Suite 966, Denver, CO 80237. Telephone 1-866-508-4751.

MAINE: Telephone number at licensed location is (800) 772-1413. Hours of operation at licensed location are 8 AM to 9 PM Mon. - Fri., 8 AM to 5 PM Sat., (EST).

MASSACHUSETTS: Office located 49 Winter St., Weymouth, MA 02188. Telephone (800) 772-1413. Hours of operation are 9 AM to 6 PM EST Monday through Thursday. **NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.**

NEW YORK CITY: City of New York License Numbers 1096994, 1394695, 1394697, 1394696, 1394698, 2045465.

NORTH CAROLINA: Collection Agency Permit No. 4132.

TENNESSEE: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance. (#00000770)

Exhibit D



April 8, 2017

Account Details

Dear MARY NEUMER 3,

Every day Portfolio Recovery Associates, LLC ("PRA, LLC") works with people to create flexible payment arrangements to resolve their debt. We would love the opportunity to do the same for **YOU**.

Please contact us. We are standing by and ready to help.

Sincerely,
PRA, LLC

Name: MARY NEUMER 3
Account Number: [REDACTED] 6161
Seller: SYNCHRONY BANK
Merchant: WAL-MART
Original Creditor: SYNCHRONY BANK
Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC
Current Balance Due: \$649.97

Account Offers



Savings Plan
Pay \$520.00
and **SAVE \$129.97**



Savings Plan
Pay \$46.00 for
12 consecutive months and
SAVE \$97.97



Installment Option
Pay \$25.99 for
25 consecutive months

Savings Plan: The savings will be applied to the balance and your account will be considered "Settled in Full" after your final payment is successfully posted.

Installment Option: Your account will be considered "Paid in Full" after your final payment is successfully posted.

Your first payment must be received NO LATER than: 05/12/2017

***We are not obligated to renew this offer.**

Contact Us		
 Visit us online at: www.prapay.com	 Call Toll - Free 1-800-772-1413 to discuss your account with us.	 Portfolio Recovery Associates, LLC P.O. Box 12914 Norfolk, VA 23541

**This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

DEPT 922 2066447117049
PO BOX 4115
CONCORD CA 94524

Account Number: [REDACTED] 6161

Payment Amount: _____



ADDRESS SERVICE REQUESTED



MARY NEUMER 3
9102 W DIXON ST OFC
MILWAUKEE WI 53214-1355

47M2
PORTFOLIO RECOVERY ASSOCIATES LLC
P.O. Box 12914
Norfolk VA 23541





HOURS OF OPERATION (EST): 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun.

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

MAKE ALL CHECKS PAYABLE TO: Portfolio Recovery Associates, LLC

SEND ALL PAYMENTS TO: Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541

DISPUTES CORRESPONDENCE ADDRESS: 140 Corporate Boulevard, Norfolk, VA 23502
Disputes Dept. E-Mail Address: PRA_Disputes@portfoliorecovery.com

Quality Service Available Mon. - Fri. 8 AM TO 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (800) 772-1413 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Exhibit E

EXHIBIT F



Portfolio Recovery Associates, LLC

January 18, 2017

Seller: CAPITAL ONE BANK (USA) N.A.
 Original Creditor: CAPITAL ONE BANK (USA) N.A.
 Original Creditor Address: 4851 COX ROAD, GLEN ALLEN VA 23060
 Creditor to Whom Debt is Owed: PORTFOLIO RECOVERY ASSOCIATES, LLC
 Account Number: [REDACTED] 2790
 Current Balance: \$987.82

ROBERT L HOFFMAN,

Welcome to PORTFOLIO RECOVERY ASSOCIATES, LLC ("PRA, LLC")! We want to help you resolve this account, so call us at 1-800-772-1413 for low payment options. If paying off this debt is difficult for you please call anyway, because we have payment options for almost every budget.

PRA, LLC purchased account [REDACTED] 2790 on 12/20/2016. All future payments and correspondence for this account, including credit counseling service payments, should be directed to us.

Call toll-free at 1-800-772-1413 to discuss payment arrangements.
 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun. (EST)
 Contact us at help@portfoliorecovery.com to communicate with us by e-mail.

Various Payment Options Available Including:

Pay by Phone: ☎	Mail: ✉	Online: 💻
<ul style="list-style-type: none"> Authorize automatic withdrawals from your bank account Complete a debit card payment 	<ul style="list-style-type: none"> Complete the attached coupon Make all checks and payments to: PORTFOLIO RECOVERY ASSOCIATES, LLC P.O. Box 12914 Norfolk, VA 23541 	<ul style="list-style-type: none"> Complete a payment from your checking account Pay us online at: www.portfoliorecovery.com

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

**This communication is from a debt collector and is an attempt to collect a debt.
 Any information obtained will be used for that purpose.
 NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

001

DEPT 922 2968181317018
 PO BOX 4115
 CONCORD CA 94524

Account Number: [REDACTED] 2790



Payment Amount: _____

ADDRESS SERVICE REQUESTED

#BWNFTZF #9222968181317018#



ROBERT L HOFFMAN
 2738 E BOLIVAR AVE APT 12
 SAINT FRANCIS WI 53235-5414

001
 PORTFOLIO RECOVERY ASSOCIATES, LLC
 P.O. Box 12914
 Norfolk VA 23541





MAKE ALL CHECKS PAYABLE TO: PORTFOLIO RECOVERY ASSOCIATES, LLC
SEND ALL PAYMENTS TO: PORTFOLIO RECOVERY ASSOCIATES, LLC, P.O. Box 12914, Norfolk, VA 23541

COMPANY ADDRESS: PORTFOLIO RECOVERY ASSOCIATES, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES CORRESPONDENCE ADDRESS: PORTFOLIO RECOVERY ASSOCIATES, LLC Disputes Department, 140 Corporate Boulevard, Norfolk, VA 23502

DISPUTES DEPARTMENT E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE SPECIALISTS AVAILABLE Mon. - Fri. 8 AM to 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE: If this account is eligible to be reported to the credit reporting agencies by our company, we are required by law to notify you that a negative credit report reflecting on your credit records may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws:

CALIFORNIA: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Nonprofit credit counseling services may be available in the area.

COLORADO: Office located at 4600 South Syracuse Street, Suite 966, Denver, CO 80237. Telephone 1-866-508-4751. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

MAINE: Telephone number at licensed location is (800) 772-1413. Hours of operation at licensed location are 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun. (EST).

MASSACHUSETTS: Office located 49 Winter St., Weymouth, MA 02188. Telephone (800) 772-1413. Hours of operation are 9 AM to 6 PM EST Monday through Thursday. **NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.**

NEW YORK CITY: City of New York License Numbers 1096994, 1394695, 1394697, 1394696, 1394698, 2045465.

NORTH CAROLINA: Collection Agency Permit No. 4132.

TENNESSEE: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance. (#00000770)

Exhibit G

March 8, 2017

Dear ROBERT L HOFFMAN,

Portfolio Recovery Associates, LLC ("PRA, LLC") is contacting you to collect the balance owed on your account.

Life happens and at times customers may fall behind on financial commitments. We are committed to working with you to design a payment plan that fits your budget. Our account representatives are waiting. Call us today or visit us online.

PRA, LLC has improved our online system to help you better access your account anytime, anywhere through your web-enabled computer or mobile device.

Sincerely,

PRA, LLC



Account Details

NAME: ROBERT L HOFFMAN
ACCOUNT NUMBER: [REDACTED] 2790
SELLER: CAPITAL ONE BANK (USA) N.A.
ORIGINAL CREDITOR: CAPITAL ONE BANK (USA) N.A.
CREDITOR TO WHOM DEBT IS OWED: Portfolio Recovery Associates, LLC
CURRENT BALANCE DUE: \$987.82

Customer Service

Paying your bill is easy with any of these options:



Pay online - anytime by visiting: www.prapay.com

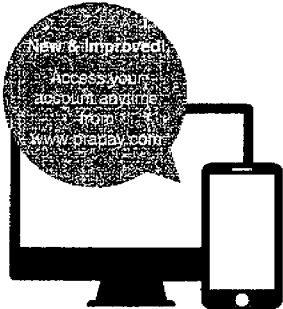


Pay by phone - Call 1-800-772-1413 to make payment arrangements.



Pay by mail - checks and payments to: Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541

Account Offers



Savings Plan
Pay \$790.00
and SAVE \$197.82

The savings will be applied to the balance and your account will be considered 'Settled in Full' after your final payment is successfully posted.



Savings Plan
Pay \$70.00 for
12 consecutive months and
SAVE \$147.82

Your account will be considered "Paid in Full" after your final payment is successfully posted.



Installment Option
Pay \$25.32 for
39 consecutive months

Your first payment must be received NO LATER than: 04/07/2017

*We are not obligated to renew this offer.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose. NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

DEPT 922 8353038717039
PO BOX 4115
CONCORD CA 94524

Account Number: [REDACTED] 2790

Payment Amount: _____

ADDRESS SERVICE REQUESTED

#BWNFTZF #9228353038717039#



ROBERT L HOFFMAN
2738 E BOLIVAR AVE APT 12
SAINT FRANCIS WI 53235-5414

47M2
PORTFOLIO RECOVERY ASSOCIATES LLC
P.O. Box 12914
Norfolk VA 23541





HOURS OF OPERATION (EST): 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun.

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

MAKE ALL CHECKS PAYABLE TO: Portfolio Recovery Associates, LLC

SEND ALL PAYMENTS TO: Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541

DISPUTES CORRESPONDENCE ADDRESS: 140 Corporate Boulevard, Norfolk, VA 23502
Disputes Dept. E-Mail Address: PRA_Disputes@portfoliorecovery.com

Quality Service Specialists Available Mon. - Fri. 8 AM TO 5 PM (EST)

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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

MARY HEPFNER, 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

PRA GROUP, INC., et al.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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 ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. 1692 et seq

Brief 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

November 9, 2017

SIGNATURE OF ATTORNEY OF RECORD

s/ John D. Blythin

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

MARY HEPFNER,
MARY NEUMER, and ROBERT HOFFMAN

Plaintiff

v.

PRA GROUP, INC., and
PORTFOLIO RECOVERY ASSOCIATES, LLC

Defendant

Civil Action No. 17-cv-1572

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PRA GROUP, INC.
c/o JUDITH SUGG SCOTT
120 CORPORATE BLVD, SUITE 100
NORFOLK VA 23502

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1572

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons 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 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:

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

MARY HEPFNER,
MARY NEUMER, and ROBERT HOFFMAN

Plaintiff

v.

PRA GROUP, INC., and
PORTFOLIO RECOVERY ASSOCIATES, LLC

Defendant

Civil Action No. 17-cv-1572

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PORTFOLIO RECOVERY ASSOCIATES, LLC
c/o CORPORATION SERVICE COMPANY
BANK OF AMERICA CENTER, 16TH FLOOR
1111 EAST MAIN STREET
RICHMOND, VA 23219

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-1572

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

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons 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 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...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Debt Collectors Faced with Three Plaintiffs' Multiple-Count FDCPA Lawsuit](#)
