

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

CYNTHIA JOHNSON, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

VITAL RECOVERY SERVICES LLC,

Defendants.

) Case No.: 18-cv-1603

) **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. (the “WCA”).

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Cynthia Johnson is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from Plaintiff a debt allegedly incurred for personal, family, or household purposes.

5. 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 transaction that included agreements to defer payment.

6. Defendant Vital Recovery Services, LLC (“Vital”) is a debt collection agency with its principal place of business located at 3795 Data Drive, Suite 200, Peachtree Corners, Georgia 30092.

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

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

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

FACTS

10. On or about September 26, 2017, Vital mailed a debt collection letter to Plaintiff regarding an alleged debt, identifying. A copy of this letter is attached to this complaint as Exhibit A.

11. Upon information and belief, the alleged debt referenced in Exhibit A was incurred for personal, family, or household purposes, namely a personal consumer loan.

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

13. Upon information and belief, Exhibit A is a form debt collection letter used by Vital to attempt to collect alleged debts.

14. Exhibit A is the first written communication Vital sent to Plaintiff regarding the alleged debt referenced in Exhibit A.

15. Exhibit A includes the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

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

16. Exhibit A fails to state the name of the creditor to whom the debt is owed in a non-confusing manner.

17. Text on Exhibit A identifies the “Current Creditor” as “LendingClub Corporation & LC Trust I.” the “Original Creditor” as “WebBank”:

ACCOUNT SUMMARY	
Original Creditor	WebBank
Current Creditor	LendingClub Corporation & LC Trust I
New Account #	██████████8111
Original Account #	██████████9839
Last Payment Date	12/14/2017
Total Balance Due	\$21,034.56

18. Exhibit A also contains the following text:

Vital Recovery Services, LLC is now servicing the LOAN account noted to the right that is held by LendingClub Corporation & LC Trust I. This account was serviced by Lending Club and they have placed it with us for collections.

19. By identifying “LendingClub Corporation & LC Trust I” as the “Current Creditor,” Exhibit A is false, misleading, contradictory, and confusing to the unsophisticated consumer.

20. On the face of Exhibit A, it is unclear whether LCC and “LC Trust I” represent a single or related entities or two entirely distinct entities. *See, e.g., Smith v. Cohn, Goldberg & Deutsch, LLC*, 296 F. Supp. 3d 754, 761 (D. Md. 2017) (“If the parties here dispute the number of actual entities within the Letter, what hope does the least sophisticated consumer have to accurately determine which entity is the creditor?”).

21. For the purposes of Plaintiff’s claims under 15 U.S.C. § 1692e, Defendant’s misrepresentation and confusion of the current creditor's identity is a material misstatement. *Janetos*, 825 F.3d at 317, 324-25 (“Knowing the current creditor ‘potentially affects the debtor in the most basic ways, such as what the debtor should write after “pay to the order of” on the payment check to ensure the debt is satisfied.’” (quoting *Eun Joo Lee v. Forster & Garbus LLP*, 926 F. Supp. 2d 482, 488 (E.D.N.Y. Mar 1, 2013))).

22. Additionally, naming the same entity as both the “creditor” and the “servicer” is patently confusing and misleading because a servicing agent is widely-known loan industry terminology for one who collects a loan for another. *See Wheeler v. Codilis & Assocs., P.C.*, 2013 U.S. Dist. LEXIS 175848, at *13 (N.D. Ill. Dec. 16, 2013) (“it is not clear at this early stage of the case that there is no reasonable argument that Plaintiffs could have been deceived or misled by the identification of the servicer as the ‘creditor to whom the debt is owed.’”).

23. Moreover, by naming “WebBank” as the “Original Creditor,” Exhibit A is further misleading as to whether a third-party debt-buyer purchased the alleged debt after charge-off.

24. Upon information and belief and on the investigation of Plaintiff’s counsel, the loan was originated by WebBank, which acted as a “pass through” entity. Within days of origination, WebBank sold the loan to LCC. The unsophisticated consumer is not expected to, and would not, understand this procedure.

25. Exhibit A states the “Original Account #” is a number ending in 9839 and that the “New Account #” is a number ending in 8111.

26. Upon information and belief, the “Original Account #” ending in 9839 corresponds to the account number that LCC assigned the account.

27. The unsophisticated consumer would be confused as to the character of the account, whether the debt has been sold to a third-party debt buyer, and if so, to whom.

28. Vital’s misrepresentation is a material false statement about the character of the account. *E.g., Hepsen v. J.C. Christensen & Assocs.*, 2009 U.S. Dist. LEXIS 92717, at *14 (M.D. Fla. Sept. 22, 2009), *aff’d by Hepsen v. Resurgent Capital Servs., LP*, 383 Fed. Appx. 877 (11th Cir. 2010).

29. Additionally, Exhibit A states:

As of the date of this letter, you owe \$21,034.56. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown to the right, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (888)297-4067.

30. The statement that “[b]ecause of interest, late charges, and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater,” is a material representation that the creditor, or the debt collector, may impose interest,

late charges, and other charges under applicable law. *Boucher v. Fin. Sys. of Green Bay*, No. 17-2308, 2018 U.S. App. LEXIS 1094, *8-9 (7th Cir. Jan. 17, 2018).

31. Assuming the balance of Plaintiff's account was properly accelerated neither Vital, nor the creditor, could collect late fees on the account unless it was returned to a current status. *See, e.g., Rizzo v. Pierce & Assocs.*, 351 F.3d 791, 794 (7th Cir. 2003) ("If, for whatever reason, the Rizzos did not want to pay the late fees, they were free to pay the loan as accelerated. Such a payment would nullify any obligation to pay post-acceleration late fees."); *Diaz v. FCI Lender Servs.*, No. 17-cv-8686, 2018 U.S. Dist. LEXIS 168733, at *8-12 (S.D.N.Y. Sept. 28, 2018); *Rodriguez v. Codilis & Assocs., P.C.*, No. 17-cv-3656, 2018 U.S. Dist. LEXIS 54898, at *11-12 (N.D. Ill. Mar. 30, 2018).

32. Moreover, upon information and belief, when Vital mailed Exhibit A to Plaintiff, Plaintiff's account with had been accelerated and "charged off." *See* 12 C.F.R. 226.5(b)(2)(i).

33. Upon information and belief, the creditor had no intention to add late fees to Plaintiff's account after charge-off.

34. The representation that the amount due on the account "may be greater" because of post-charge off interest and fees when the creditor cannot and does not actually intend to collect additional late fees is a material false representation, even if the creditor is legally entitled to do so. *See, e.g., Ruge v. Delta Outsource Group, Inc.*, 2017 U.S. Dist. LEXIS 35047, at *6 n.4, *9 n.6 (N.D. Ill. Mar. 13, 2017).

35. Alternatively, if the balance Plaintiff's account had not been accelerated, the amount due would be less than the total amount owed. *E.g., Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) ("In the context of a debt, 'owing' an amount is distinguishable from the amount 'due.' For example, a debtor might 'owe' a certain

amount on a loan, but only a portion of that amount will be ‘due’ at a particular time.”); *see also*, *Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 948 (7th Cir. 2004) (debt collector violates FDCPA if it states the total account balance without specifying that only a portion of the balance is actually due); *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000) (“What [the debt collector] 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.”) (emphasis added).

36. Plaintiff was confused by Exhibit A.

37. The unsophisticated consumer would be confused by Exhibit A.

The FDCPA

38. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to

establish concrete injuries.”); *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).

39. 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”).

40. A debt collector cannot make confusing representations about the identity of the creditor in a collection letter.

41. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

42. 15 U.S.C. § 1692e(2)(a) specifically prohibits debt collectors from making false representations about “the character, amount, or legal status of any debt.”

43. 15 U.S.C. § 1692e(5) specifically prohibits debt collectors from “threat[ing] to take any action that cannot legally be taken or that is not intended to be taken.”

44. 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.”

45. 15 U.S.C. § 1692f generally prohibits debt collectors from using any “unfair or unconscionable means to collect or attempt to collect any debt.”

46. 15 U.S.C. § 1692g(a) states, in pertinent part:

Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

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

47. To satisfy § 1692g(a)(1), the debt collector must clearly and accurately “state the total amount due . . . on the date the dunning letter was sent.” *Miller*, 214 F.3d at 875; *Chuway*, 362 F.3d at 948.

48. To satisfy § 1692g(a)(2), a debt collector may provide “the name under which [the creditor] usually transacts business, or a commonly-used acronym, or any name that it has used from the inception of the credit relation.” *Blarek v. Encore Receivable Mgmt.*, No. 06-cv-420-WEC, 2007 U.S. Dist. LEXIS 22549 at *22 (E.D. Wis. Mar. 27, 2007).

49. The Seventh Circuit has held that a debt collector must state the name of the creditor in a non-confusing manner:

Section 1692g(a) requires debt collectors to disclose specific information, including the name of the current creditor, in certain written notices they send to consumers. If a letter fails to disclose the required information clearly, it violates the Act, without further proof of confusion.

Janetos v. Fulton Friedman & Gullace, LLP, 825 F.3d 317, 319 (7th Cir. 2016).

50. There is no requirement that a consumer make a showing of materiality for a debt collector’s failure to comply with 15 U.S.C. § 1692g(a). *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 324 (7th Cir. 2016) (“we have not extended the implicit materiality requirement of § 1692e to reach claims under § 1692g(a).”).

The WCA

51. 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).

52. 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).

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

54. 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.

55. 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).

56. 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).

57. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

58. 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.”

59. 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”

60. 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.”

61. 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

62. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

63. By identifying “LendingClub Corporation & LC Trust I” as the “Current Creditor,” Exhibit A is false, misleading, contradictory, and confusing to the unsophisticated consumer as to name of the creditor to whom the alleged debt is owed.

64. Additionally, by listing an “Original Creditor” as “WebBank,” Exhibit A is misleading as to the character and legal status of the alleged debt, namely whether the alleged debt had been sold to a third-party debt collector after charge-off.

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

COUNT II – FDCPA

66. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

67. Defendant represents that the debt has been accelerated, but also represents that the debt was subject to increase because of late charges.

68. The debt has either been accelerated, in which case late charges cannot accrue as a matter of law, or it has not been accelerated, in which case only a portion of the balance was due.

69. If the debt has been accelerated, then by stating that the alleged debt referenced therein was subject to “interest, late charges, and other charges,” Exhibit A threatens to assess charges which Vital and the original creditor could not legally impose, did not intend to impose, and/or does not regularly impose in the ordinary course of business.

70. If the debt has not been accelerated, then by representing the account balance without stating the actual amount due on the day the letter was mailed, Exhibit A falsely attempts to collect portions of the balance that are not yet due.

71. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(5), 1692e(10), 1692f, 1692f(1), and 1692g(a)(1).

COUNT III - WCA

72. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

73. Defendant represents that the debt has been accelerated, but also represents that the debt was subject to increase because of late charges.

74. The debt has either been accelerated, in which case late charges cannot accrue as a matter of law, or it has not been accelerated, in which case only a portion of the balance was due.

75. If the debt has been accelerated, then by stating that the alleged debt referenced therein was subject to “interest, late charges, and other charges,” Exhibit A threatens to assess charges which Vital and the original creditor could not legally impose, did not intend to impose, and/or does not regularly impose in the ordinary course of business.

76. If the debt has not been accelerated, then by representing the account balance without stating the actual amount due on the day the letter was mailed, Exhibit A falsely attempts to collect portions of the balance that are not yet due.

77. Defendants violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), 427.104(1)(j), and 427.104(1)(L).

CLASS ALLEGATIONS

78. Plaintiff brings this action on behalf of two Classes.

79. Class I (“Wisconsin Class”) consists of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter by Vital in the form represented by Exhibit A to the complaint in this action (c) attempting to collect a debt incurred for personal, family, or household purposes, (d) where the first letter stated the “Current Creditor” was listed as “Lending Club Corporation & LC Trust I,” (e) mailed between October __, 2017 and October __, 2018, inclusive, (f) and neither letter was returned by the postal service.

80. Class II (“Nationwide Class”) consists of (a) all natural persons in the United States of America, (b) who were sent a collection letter by Vital in the form represented by Exhibit A to the complaint in this action (c) attempting to collect a debt incurred for personal,

family, or household purposes, (d) where the first letter stated the “Current Creditor” was listed as “Lending Club Corporation & LC Trust I,” (e) mailed between October __, 2017 and October __, 2018, inclusive, (f) and neither letter was returned by the postal service.

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

82. 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 Exhibit A violates the FDCPA and/or the WCA.

83. Plaintiff’s claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

84. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

86. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: October 11, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
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EXHIBIT A

PO Box 923748
Peachtree Corners, GA 300103748



ACCOUNT INFORMATION	
New Account #	██████████8111
Total Balance Due	\$21,034.56



Cynthia Johnson
5874 S SWIFT AVE
CUDAHAY, WI 53110-2712



VITAL RECOVERY SERVICES, LLC
PO BOX 923747
PEACHTREE CORS., GA 300103747

A Pay to A

Amount Paid: Home Phone: _____
Daytime Phone: _____

February 15, 2018

Please Detach And Return in The Enclosed Envelope With Your Payment

IMPORTANT NOTICE: PLEASE RESPOND
YOUR LENDING CLUB ACCOUNT HAS BEEN PLACED WITH US FOR COLLECTION

Dear Cynthia Johnson:




Vital Recovery Services, LLC is now servicing the LOAN account noted to the right that is held by LendingClub Corporation & LC Trust I. This account was serviced by Lending Club and they have placed it with us for collections.

Send your full payment with the coupon above or call us. We would like to discuss the matter with you.

As of the date of this letter, you owe \$21,034.56. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown to the right, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (888)297-4067.

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

ACCOUNT SUMMARY	
Original Creditor	WebBank
Current Creditor	LendingClub Corporation & LC Trust I
New Account #	██████████8111
Original Account #	██████████9839
Last Payment Date	12/14/2017
Total Balance Due	\$21,034.56

PAYMENT OPTIONS	
	To make a payment online: https://pay.vitalrecovery.com Sign on using payment id: ██████████1126
	For further information or to pay by phone, please call Vital Recovery Services, LLC at (888)297-4067 . Hours of Operation: Mon-Thurs: 8AM-9PM, Fri 8AM-5PM Eastern
	Mail check or money order payable to Vital Recovery Services, LLC

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



BBB RATING:
A+

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
CYNTHIA JOHNSON

(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
VITAL RECOVERY SERVICES LLC,

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <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 and Wisconsin Consumer 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: October 11, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark A. Eldridge

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: <u>Unauthorized reception of cable service</u>

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

CYNTHIA JOHNSON

Plaintiff(s)

v.

VITAL RECOVERY SERVICES LLC,

Defendant(s)

Civil Action No. 18-cv-1603

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
VITAL RECOVERY SERVICES, LLC
c/o LEXIS DOCUMENT SERVICES INC
8040 EXCELSIOR DR STE 400
MADISON, WI 53717

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Vital Recovery Services Sent Misleading Letter, Consumer Alleges](#)
