



6. 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 transaction that included agreements to defer payment.

7. Defendant Encore Receivable Management, Inc. (“Encore”) is a foreign business corporation with its principal place of business located at 201 East Fourth Street, Cincinnati, Ohio 45202.

8. Encore does substantial business in Wisconsin and maintains a registered agent for service of process at C T Corporation System, 301 South Bedford Street, Suite 1, Madison, Wisconsin 537030.

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

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

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

## **FACTS**

### **Facts Related to Plaintiff Kanehl**

12. On or about October 30, 2017, Synchrony Bank (“Synchrony”) mailed Plaintiff Kanehl a credit card account statement to Kanehl regarding an alleged debt Kanehl owed to Synchrony for purchases and other charges incurred as a result of the use of her “Synchrony Car Care” credit card. A copy of this account statement is attached to this Complaint as Exhibit A.

13. Exhibit A contains the following:



Summary of Account Activity		Payment Information	
Previous Balance	\$525.00	<b>New Balance</b>	<b>\$565.00</b>
+ New Purchases	\$0.00	Minimum Payment This Period	\$46.00
- Payments	\$0.00	Amount Past Due	\$56.00
+/- Credits, Fees & Adjustments (net)	\$40.00	<b>Total Minimum Payment Due</b>	<b>\$102.00</b>
+/- Interest Charge (net)	\$0.00	Payment Due Date	11/22/2017
<b>New Balance</b>	<b>\$565.00</b>		

14. Exhibit A states that, as of October 30, 2017, Kanehl's alleged Synchrony credit card account with an account number ending in 5703 had a "New Balance" of \$565.00, with an "Amount Past Due" of \$56.00, a "Total Minimum Payment Due" of \$102.00," and a "Payment Due Date" of November 22, 2018.

15. Exhibit A further states that payment is "DUE BY 5 P.M. EASTERN ON THE DUE DATE."

16. On or about November 2, 2017, Synchrony mailed a debt collection letter to Kanehl regarding the same alleged "Synchrony Care Car" credit card account ending in 4996. A copy of this letter is attached to this Complaint as Exhibit B.

17. Exhibit B contains the following:

November 17, 2017 is the LAST DAY FOR PAYMENT.  
\$56.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

18. Exhibit B states that "\$56.00 is the AMOUNT NOW DUE."

19. Exhibit B further states that Kanehl could return her account to a current status by paying the "AMOUNT NOW DUE" by November 17, 2017.

20. Exhibit B further states that, if Kanehl did not return her account to a current status by November 17, 2017, Synchrony "may exercise [its] rights under the law."

21. The “AMOUNT NOW DUE” stated in Exhibit B is the “Amount Past Due” stated in Exhibit A.

22. On or about November 29, 2017, Synchrony mailed Plaintiff Kanehl a credit card account statement to Plaintiff regarding the same alleged debt. A copy of this account statement is attached to this Complaint as Exhibit C.

23. Exhibit C contains the following:

SYNCHRONY CAR CARE		MARLENE B KANEHL Account Number : ██████████ 4996 Statement Closing Date: 11/29/2017	
			
Summary of Account Activity		Payment Information	
Previous Balance	\$565.00	New Balance	\$716.99
+ New Purchases	\$0.00	Minimum Payment This Period	\$62.00
- Payments	\$0.00	Amount Past Due	\$102.00
+/- Credits, Fees & Adjustments (net)	\$38.00	Total Minimum Payment Due	\$164.00
+/- Interest Charge (net)	\$113.99	Payment Due Date	12/22/2017
New Balance	\$716.99	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	

24. Exhibit C states that, as of November 29, 2017, Plaintiff Kanehl’s alleged Blain’s credit card account with an account number ending in 4996 had a “New Balance” of \$716.99, with an “Amount Past Due” of \$102.00, a “Total Minimum Payment Due” of \$164.00,” and a “Payment Due Date” of November 29, 2017.

25. Exhibit C further states that payment is “DUE BY 5 P.M. EASTERN ON THE DUE DATE.”

26. On or about December 1, 2017, Encore mailed Plaintiff Kanehl a debt collection letter regarding Plaintiff’s alleged “Synchrony Car Care” account ending in 4996. A copy of this letter is attached to this Complaint as Exhibit D.

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

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

29. Upon information and belief, Exhibit D was the first letter Defendant sent to Plaintiff regarding this alleged debt.

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

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.

31. Exhibit D also contains the following:

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	SYNCHRONY CAR CARE
For Account Ending in:	XXXXXXXXXXXX4996
Encore Account #:	██████████7681
Total Account Balance:	\$716.99
Amount Now Due:	\$164.00

32. Exhibit D also contains the following:

Note: As of the date of this letter, your Total Account Balance is \$716.99 of which \$164.00 represents the Amount Now Due. Your Total Account Balance and Amount Now Due on the day you pay may be greater than the amounts listed above as a result of finance charges, late fees or other fees imposed on your account from day to day as outlined in the terms of your account and your account agreement. For further information, call or write us.

33. Exhibit D also contains a payment remittance slip, which contains the following:

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	SYNCHRONY CAR CARE
For Account Ending in:	XXXXXXXXXXXX4996
Encore Account #:	██████████7681
Total Account Balance:	\$716.99
Amount Now Due:	\$164.00

34. Exhibit D states that, as of December 1, 2017, the alleged debt had a “Total Account Balance” of \$716.99 and an “Amount Now Due” of \$164.00.

35. Exhibit D is false, deceptive, misleading, and confusing to the unsophisticated consumer.

36. The unsophisticated consumer has previously received letters from the creditor that indicate the “amount now due” is the “amount past due.”

37. Exhibit D states that the “Amount Now Due” is the “Total Minimum Payment Due” stated in Exhibit C.

38. There is a difference between the “Amount Past Due” and the “Total Minimum Payment Due.” The “Total Minimum Payment Due” is the sum of the “amount past due” and the minimum payment, which is not itself due until “5 P.M. EASTERN ON THE DUE DATE.”

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

40. Thus, under *Barnes*, Encore cannot attempt to collect portions of the balance that are “owed” to Synchrony but are not yet “due.” *Barnes*, 493 F.3d at 840 (“only the past due amount, the amount owed [to the debt collector], can be the amount of the debt . . . .”); *see also* 15 U.S.C. § 1692e(2)(a) (prohibiting misrepresentations about the legal status of a debt).

41. Moreover, there is a difference between the minimum amount due and the past due amount, and Encore’s use of the phrase “AMOUNT NOW DUE” is confusing and misleading to the unsophisticated consumer because it is inconsistent with Synchrony’s use of

the phrase “AMOUNT NOW DUE.” See *Magee v. AllianceOne, Ltd.*, 487 F. Supp. 2d 1024, 1029 n.3 (S.D. Ind. Mar. 27, 2007) (“Magee had no way of knowing that when AllianceOne said ‘minimum amount due’ in the Letter it actually meant ‘past due amount.’”).

42. Upon information and belief, the purpose of Encore’s conduct – attempting to collect the “Total Minimum Payment Due” rather than the “Amount Past Due” – is to increase its profits under false pretenses.

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

44. Upon information and belief, if a consumer pays Encore an amount greater than the “Amount Past Due,” Encore is still entitled to retain a portion of that recovery.

45. Additionally, Exhibit D contains the following:

Note: If payment has already been made, please notify this office at 866-247-1087 or by writing to Encore at the address listed below.

Exhibit D.

46. The instruction in Exhibit D that the consumer should contact the debt collector by telephone “if payment has already been made” is false, deceptive, and misleading to the unsophisticated consumer because it contradicts, overshadows, and confuses the debt validation notice and encourages the consumer to forego her verification rights by communicating disputes orally rather than in writing:

15 U.S.C. § 1692g(a)(4) 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—

...  
(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

47. To trigger verification rights, the debtor must provide the debt collector with written notification that there is a dispute. 15 U.S.C. § 1692g(a)(4); *see McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003) (“If the debtor gives only *oral* notification of the dispute, the FDCPA imposes no requirement on the debt collector to obtain verification of the debt.”) (citing *Fasten v. Zager*, 49 F. Supp. 2d 144, 149 (E.D.N.Y. May 20, 1999)).

48. Upon receiving a *written* dispute from the consumer within the 30-day debt validation period, the FDCPA requires the debt collector to contact the creditor and obtain verification of the debt before conducting any further collection efforts. 15 U.S.C. § 1692g(b):

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.



49. Having already paid the debt is one of the most common reasons a consumer would dispute a debt under the FDCPA, and is one of the primary reasons Congress adopted the debt validation procedure specified in 15 U.S.C. 1692g. *Majeski v. I.C. Sys.*, 2010 U.S. Dist. LEXIS 1830, at \*22 n. 6 (“Congress enacted the FDCPA to ‘eliminate the recurring problem of debt collectors dunning the wrong person or attempting to collect debts which the consumer has already paid.’”) (quoting *Swanson v. Southern Oregon Credit Serv., Inc.*, 869 F.2d 1222, 1225 (9th Cir. 1988)).

50. Exhibit D confusingly directs the debtor to notify the debt collector about these disputes without informing the consumer that the dispute must be communicated in writing in order to trigger verification. *See Osborn v. Ekpsz, LLC*, 821 F.Supp.2d 859, 868, 870 (S.D. Tex. Sept. 26, 2011) (collecting cases and concluding that “[e]very district court to consider the issue has held that a debt collector violates §1692g(a) by failing to inform consumers that requests under subsections(a)(4) and (a)(5) must be made in writing.”); *see also, McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743-44 (N.D. Ill. July 8, 2003) (omitting the words “in writing” from the validation notice conflicted with and overshadowed the consumer’s statutory right to trigger verification); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at \*9 (S.D. Ind. Sept. 25, 2017); *Crafton v. Law Firm of Levine*, 957 F.Supp.2d 992, 998 (E.D. Wis. July 9, 2013); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F.Supp.2d 841, 845 (E.D. Va. May 5, 2011); *Welker v. Law Office of Daniel J. Horowitz*, 699 F.Supp.2d 1164, 1170 (S.D. Cal. 2010); *Beasley v. Sessoms & Rogers, P.A.*, 2010 U.S. Dist. LEXIS 52010 (E.D. N.C. Mar. 1, 2010); *Nero v. Law Office of Sam Streeter, P.L.L.C.*, 655 F.Supp.2d 200, 206 (E.D.N.Y. Sept. 10, 2009); *Chan v. N. Am. Collectors, Inc.*, 2006 U.S. Dist. LEXIS 13353, at \*16 (N.D. Cal. Mar. 24, 2006); *Grief v. Wilson, Elser, Moskowitz, Edelman & Dicker, LLP*, 217 F.Supp.2d 336, 340 (E.D.N.Y. Aug. 19,

2002); *Carroll v. United Compucred Collections*, 2002 U.S. Dist. LEXIS 25032, at \*28 (M.D. Tenn. Nov. 15 2002); *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990).

51. Encore's instruction, which is offset and easily read, would confuse and mislead consumers who wish to dispute debts to believe that a debtor who disputes her debt orally is entitled to the same protections as if she had communicated her dispute in writing, when she is not so entitled. *See Camacho v. Bridgeport Fin., Inc.*, 430 F.3d 1078, 1082 (9th Cir. 2005).

52. The overshadowing effect is compounded because Encore expressly calls the consumer's attention to it by prefacing it with the word "Note." *See e.g., Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990) ("The invitation to telephone unaccompanied by any warning that the notice must be in writing to be effective obscures the dispute validation notice required by 15 U.S.C. § 1692g.").

53. The overshadowing effect is also compounded by the general confusion caused by the confusion wrought by Encore's use of the phrase "Amount Now Due." *See Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629 (7th Cir. 2009) ("Confusing language in a dunning letter can have an intimidating effect by making the recipient feel that he is in over his head and had better pay up rather than question the demand for payment."); *see also Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, LLC*, 214 F.3d 872, 875 (7th Cir. 2000) ("to authorize debt collectors to comply orally would be just an invitation to the sort of fraudulent and coercive tactics in debt collection that the Act aimed (rightly or wrongly) to put an end to.").

54. Exhibit D contradicts, overshadows and confuses the 15 U.S.C. § 1692g notice.


55. Plaintiff Kanehl was confused by Exhibit D.

56. The unsophisticated consumer would be confused by Exhibit D.

**Facts Related to Plaintiff Bills**

57. On or about May 15, 2018, Synchrony Bank (“Synchrony”) mailed Plaintiff Bills a credit card account statement to Plaintiff regarding an alleged debt Plaintiff owed to Synchrony for purchases and other charges incurred as a result of the use of his “Blain’s Farm & Fleet” store-branded credit card. A copy of this account statement is attached to this Complaint as Exhibit E.

58. Exhibit E contains the following:

BLAIN'S FARM & FLEET/SYNCRB		PATRICK BILLS Account Number: ██████████ 8639 Statement Closing Date: 05/15/2018	
			
Summary of Account Activity		Payment Information	
Previous Balance	\$1,394.39	New Balance	\$1,469.81
+ New Purchases	\$0.00	Minimum Payment This Period	\$91.00
- Payments	\$0.00	Amount Past Due	\$115.00
+/- Credits, Fees & Adjustments (net)	\$38.00	<b>Total Minimum Payment Due</b>	<b>\$206.00</b>
+/- Interest Charge (net)	\$37.42	Payment Due Date	06/07/2018

59. Exhibit E states that, as of May 15, 2018, Plaintiff Bills’ alleged Synchrony credit card account with an account number ending in 8639 had a “New Balance” of \$1,469.81.00, with an “Amount Past Due” of \$115.00, a “Total Minimum Payment Due” of \$206.00,” and a “Payment Due Date” of June 7, 2018.

60. Exhibit E further states that payment is “DUE BY 5 P.M. EASTERN ON THE DUE DATE.”

61. On or about May 18, 2018, Synchrony mailed a debt collection letter to Plaintiff Bills regarding the same alleged “Blain’s Farm & Fleet” store-branded credit card account ending in 8639. A copy of this letter is attached to this Complaint as Exhibit F.

62. Exhibit F contains the following:

June 2, 2018 is the LAST DAY FOR PAYMENT.  
\$115.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

63. Exhibit F states that “\$115.00 is the AMOUNT NOW DUE.”

64. Exhibit F further states that Plaintiff could return his account to a current status by paying the “AMOUNT NOW DUE” by June 2, 2018.

65. Exhibit F further states that, if Plaintiff did not return his account to a current status by June 2, 2018, Synchrony “may exercise [its] rights under the law.”

66. The “AMOUNT NOW DUE” stated in Exhibit F is the “Amount Past Due” stated in Exhibit E.

67. On or about June 14, 2018, Synchrony mailed Plaintiff Bills another credit card account statement to Plaintiff regarding the same alleged debt. A copy of this account statement is attached to this Complaint as Exhibit G.

68. Exhibit G contains the following:

BLAIN'S FARM & FLEET/SYNCRB

**synchrony**  
FINANCIAL

PATRICK BILLS  
Account Number : ██████████ 3639  
Statement Closing Date: 06/14/2018

Summary of Account Activity		Payment Information	
Previous Balance	\$1,469.81	<b>New Balance</b>	<b>\$1,544.73</b>
+ New Purchases	\$0.00	Minimum Payment This Period	\$91.00
- Payments	\$0.00	Amount Past Due	\$206.00
+/- Credits, Fees & Adjustments (net)	\$38.00	<b>Total Minimum Payment Due</b>	<b>\$297.00</b>
+/- Interest Charge (net)	\$36.92	<b>Payment Due Date</b>	<b>07/07/2018</b>

69. Exhibit G states that, as of June 14, 2018, Plaintiff Bills’ alleged Blain’s credit card account with an account number ending in 8639 had a “New Balance” of \$1,544.73, with an “Amount Past Due” of \$206.00, a “Total Minimum Payment Due” of \$297.00,” and a “Payment Due Date” of July 7, 2017.

70. Exhibit G further states that payment is “DUE BY 5 P.M. EASTERN ON THE DUE DATE.”

71. On or about June 18, 2018, Encore mailed Plaintiff Bills a debt collection letter regarding Plaintiff’s alleged “Blain’s Farm & Fleet” store-branded credit card account ending in 8639. A copy of this letter is attached to this Complaint as Exhibit H.

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

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

74. Upon information and belief, Exhibit H was the first letter Defendant sent to Plaintiff Bills regarding this alleged debt.

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

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.

76. Exhibit H also contains the following:

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	BLAIN'S FARM & FLEET
For Account Ending in:	XXXXXXXXXXXX8639
Encore Account #:	██████████9484
Total Account Balance:	\$1,544.73
Amount Now Due:	\$297.00

77. Exhibit H also contains the following:

Note: As of the date of this letter, your Total Account Balance is \$1,544.73 of which \$297.00 represents the Amount Now Due. Your Total Account Balance and Amount Now Due on the day you pay may be greater than the amounts listed above as a result of finance charges, late fees or other fees imposed on your account from day to day as outlined in the terms of your account and your account agreement. For further information, call or write us.

78. Exhibit H also contains a payment remittance slip, which contains the following:

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	BLAIN'S FARM & FLEET
For Account Ending in:	XXXXXXXXXXXX8639
Encore Account #:	██████████9484
Total Account Balance:	\$1,544.73
Amount Now Due:	\$297.00

79. Exhibit H states that, as of June 18, 2018, the alleged debt had a “Total Account Balance” of \$1,554.73 and an “Amount Now Due” of \$297.00.

80. Exhibit H is false, deceptive, misleading, and confusing to the unsophisticated consumer.

81. The unsophisticated consumer has previously received letters from the creditor that indicate the “amount now due” is the “amount past due.”

82. Exhibit H states that the “Amount Now Due” is the “Total Minimum Payment Due” stated in Exhibit C.

83. There is a difference between the “Amount Past Due” and the “Total Minimum Payment Due.” The “Total Minimum Payment Due” is the sum of the “amount past due” and the minimum payment, which is not itself due until “5 P.M. EASTERN ON THE DUE DATE.”

84. Additionally, Exhibit H contains the following:

Note: If payment has already been made, please notify this office at 866-247-1087 or by writing to Encore at the address listed below.

Exhibit H.

85. The instruction in Exhibit H that the consumer should contact the debt collector by telephone “if payment has already been made” is false, deceptive, and misleading to the unsophisticated consumer because it contradicts, overshadows, and confuses the debt validation

notice and encourages the consumer to forego her verification rights by communicating disputes orally rather than in writing.

86. Plaintiff Bills was confused by Exhibit H.

87. The unsophisticated consumer would be confused by Exhibit H.

### *The FDCPA*

88. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at \*12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.”); *quoting 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.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at \*6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at \*8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing

“*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *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.”); *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).

89. 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”). 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).

90. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

91. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

92. 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.”

93. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

94. 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.”

95. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

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

(1) the amount of the debt;

96. 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.

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

We cannot accept the district court’s view that claims brought under § 1692e or § 1692f are different from claims brought under § 1692g for purposes of Rule 12(b)(6) analysis. Whether or not a letter is ‘false, deceptive, or misleading’ (in violation of § 1692e) or ‘unfair or unconscionable’ (in violation of § 1692f) are inquiries similar to whether a letter is confusing in violation of § 1692g. After all, as our cases reflect, the inquiry under §§ 1692e, 1692g and 1692f is basically the same: it requires a fact-bound determination of how an unsophisticated consumer would perceive the letter.”)

### *The WCA*

98. 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).

99. 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).

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

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

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

103. 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).

104. 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).

105. 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. Nuvell*

*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.*

106. 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.”

107. 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 . . . .”

108. 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.”

109. 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**

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

111. Defendant misrepresented the “Amount Now Due” on Plaintiff’s Synchrony account. *Compare* Exhibits A-C & E-G *with* Exhibits D & H.

112. Exhibits B & F, mailed shortly after Exhibit A & E, respectively, state that the “Amount Now Due” corresponds to the “Amount Past Due” stated in Exhibits A & E.

113. Exhibits D & H, mailed shortly after Exhibits C & G, respectively, state that the “Amount Now Due” corresponds to the “Total Minimum Payment Due” stated in Exhibits C & G.

114. The unsophisticated consumer would be misled to believe that their account had a past due amount in the amount listed as the “Amount Now Due” by Exhibits D and/or H as of the date of those letters. In fact, as of the date of Exhibits D & H, Plaintiffs could have brought their accounts current by paying the “Amount Past Due,” and paying the difference between that amount and the “Minimum Payment Due” by the payment due date listed on their most recent Synchrony billing statements, Exhibits C & G.

115. At a minimum, the consumer would be confused as to whether payment of \$102.00 or \$164.00 would bring her account current. *See Magee v. AllianceOne, Ltd.*, 487 F. Supp. 2d 1024, 1029 n. (S.D. Ind. Mar. 27, 2007) (“Magee had no way of knowing that when AllianceOne said ‘minimum amount due’ in the Letter it actually meant ‘past due amount.’”).

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

### **COUNT II – FDCPA**

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

118. Exhibit D & H direct consumers to contact Encore by phone “if payment has already been made.”

119. Exhibit D & H is misleading to the unsophisticated consumer because a consumer who wishes to trigger her verification rights must communicate her dispute in writing.

120. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, 1692g(a)(4), 1692g(a)(5), and 1692g(b).

### COUNT III – WCA

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

122. Defendant misrepresented the “Amount Now Due” on Plaintiff’s Synchrony account. *Compare Exhibits A-C & E-G with Exhibits D & H.*

123. Exhibits B & F, mailed shortly after Exhibit A & E, respectively, state that the “Amount Now Due” corresponds to the “Amount Past Due” stated in Exhibits A & E.

124. Exhibits D & H, mailed shortly after Exhibits C & G, respectively, state that the “Amount Now Due” corresponds to the “Total Minimum Payment Due” stated in Exhibits C & G.

125. The unsophisticated consumer would be misled to believe that their account had a past due amount in the amount listed as the “Amount Now Due” by Exhibits D and/or H as of the date of those letters. In fact, as of the date of Exhibits D & H, Plaintiffs could have brought their accounts current by paying the “Amount Past Due,” and paying the difference between that amount and the “Minimum Payment Due” by the payment due date listed on their most recent Synchrony billing statements, Exhibits C & G.

126. At a minimum, the consumer would be confused as to whether payment of \$102.00 or \$164.00 would bring her account current. *See Magee v. AllianceOne, Ltd.*, 487 F. Supp. 2d 1024, 1029 n. (S.D. Ind. Mar. 27, 2007) (“Magee had no way of knowing that when AllianceOne said ‘minimum amount due’ in the Letter it actually meant ‘past due amount.’”).

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

### **CLASS ALLEGATIONS**

128. Plaintiffs brings this action on behalf of a Class consisting of (a) all natural persons in the State of Wisconsin, (b) who were sent an initial collection letter in the form represented by Exhibit D and/or Exhibit H to the complaint in this action, (c) seeking to collect a credit card account debt owed to Synchrony Bank, (d) which debt was incurred for personal, family or household purposes (e) between November 9, 2017 and November 9, 2018, inclusive, (f) that was not returned by the postal service.

129. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

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

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

132. 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.

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

### **JURY DEMAND**

134. Plaintiffs hereby demand a trial by jury.

### **PRAYER FOR RELIEF**

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

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

Dated: November 9, 2018

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
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bslatky@ademilaw.com



# **EXHIBIT A**

# Share the convenience. Add an authorized user.†



**3% back on gas**  
purchases\* at  
stations nationwide††  
through 12/31/17

**25,000+ locations**  
Use your card at more than  
25,000 Synchrony Car Care™  
network locations

**6 months  
special financing**  
is available on purchases  
of \$199 or more\*\*

Call 1-866-657-0376 to add an authorized user and share these great benefits.

\*Subject to credit approval. Use your Synchrony Car Care credit card and earn 3% back on gas purchases on the first \$1,000, then 1% thereafter. Paid as a statement credit within 1-2 billing cycles after your purchases are made. Account must be open, in good standing and not be delinquent at the time the statement credit is posted to the account or you will forfeit the statement credit. Visit [www.mysynchrony.com/carcare](http://www.mysynchrony.com/carcare) to find a location. Valid through 12/31/17.  
 \*\*Subject to credit approval. Minimum monthly payments required. See store for details.  
 †The Primary Cardholder will be liable for all purchases made on the Account, including those made by an authorized user.  
 ††Subject to credit approval. Gas purchases are not eligible for promotional financing. Valid everywhere Synchrony Car Care is accepted in the U.S., including Puerto Rico.

SYNCHRONY CAR CARE

MARLENE B KANEHL  
Account Number: [REDACTED] 4996  
Statement Closing Date: 10/30/2017



Summary of Account Activity		Payment Information							
Previous Balance	\$525.00	<b>New Balance</b>	<b>\$565.00</b>						
+ New Purchases	\$0.00	Minimum Payment This Period	\$46.00						
- Payments	\$0.00	Amount Past Due	\$56.00						
+/- Credits, Fees & Adjustments (net)	\$40.00	<b>Total Minimum Payment Due</b>	<b>\$102.00</b>						
+/- Interest Charge (net)	\$0.00	<b>Payment Due Date</b>	<b>11/22/2017</b>						
<b>New Balance</b>	<b>\$565.00</b>	Promotion(s) expiring shortly - see promotional boxes below for details							
Credit Limit	\$700.00	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.							
Available Credit	\$135.00	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Days in Billing Period	31	<b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Pay online for free at: <a href="http://mysynchrony.com">mysynchrony.com</a> For Synchrony Bank customer service or to report your card lost or stolen, call 866-657-0376.		<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay ...</th> <th>You will pay off the balance shown on this statement in about ...</th> <th>And you will end up paying an estimated total of ...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>3 years</td> <td>\$961.00</td> </tr> </tbody> </table>		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...	Only the minimum payment	3 years	\$961.00
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...							
Only the minimum payment	3 years	\$961.00							
Best times to call are Wednesday - Friday.		If you would like information about credit counseling services, call 1-877-302-8797.							

### Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 11/29/17.

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0016 D6H 1 7 27 171030 D PAGE 1 of 7 6362 1100 CTJ4 01CS5302 120512

Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	Urgent!	New Balance
\$102.00	\$56.00	11/22/2017	Promotion(s) expiring shortly-see above	\$565.00

Payment Enclosed: \$

New address or e-mail?  
Check the box at left and print changes on back

Payment due includes \$ 56.00 past due. Please pay the past due amount PROMPTLY.  
NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.

MARLENE B KANEHL  
3872 S LAKE DR UNIT 205  
ST FRANCIS WI 53235-5234

120512  
C311

Make Payment to: SYNCHRONY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).

**Overnight Payments:** Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

**What To Do if You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at: Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

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

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965035, Orlando, FL 32896-5035

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

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

**Credits To Your Account:** An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports and Account Information:** If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

**Your account is owned and serviced by Synchrony Bank.**

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

01CS5302-1-11/16/15

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
	Address	_____			
	City, State	_____			
	ZIP	_____			
	Phone #	_____			
	Email	_____	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
					Email Address

Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com)

Available every day!



# Get 6 months special financing

on purchases of \$199 or more with your Synchrony Car Care™ credit card.\*

Visit [mysynchrony.com/carcare](http://mysynchrony.com/carcare) to find gas and Synchrony Car Care locations near you.

\*Subject to credit approval. Minimum monthly payments required. See store for details.

1-2

Promotional Purchase Summary					
Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
11/29/2017	\$500.00	\$97.22	04/29/2017	Deferred Interest/No Interest If Paid In Full	\$700.00

A summary of your promotional purchase is provided above.  
 If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.  
 To make more than one payment see Make Payment To address or pay online at [mysynchrony.com](http://mysynchrony.com).

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
<b>FEES</b>				
10/22/2017	10/22/2017		LATE FEE	\$38.00
10/30/2017	10/30/2017		MINIMUM INTEREST CHARGE PURCHASES	\$2.00
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$40.00</b>
<b>INTEREST CHARGED</b>				
10/30/2017	10/30/2017		INTEREST CHARGED ON PURCHASES	\$0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$0.00</b>
<b>2017 Totals Year-to-Date</b>				
Total Fees Charged in 2017				\$65.00
Total Interest Charged in 2017				\$0.00
Total Interest Paid in 2017				\$0.00

Statement Credits Earned this period	
Total Statement Credits earned this period	\$0.00
Annual Statement Credits earned	\$0.00

**Your Account News**

Get Gas and Go. You can use your card for all your car care needs at thousands of Synchrony Car Care locations and most gas stations.  
 Find a location at [mysynchrony.com/carcare](http://mysynchrony.com/carcare).

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$36.37	\$0.93
Deferred Interest/No Interest If Paid In Full	11/29/2017	29.99%	\$589.44	\$0.00

**New Promotional Financing Plans**

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

**No Interest if Paid Within Promotional Period**  
 (These can be advertised as Deferred Interest promotions)  
 Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. Minimum monthly payments are required. This promotion may be offered for periods of **6, 9, 12, 18, or 24 months**.

**Please keep this for your records.** If you have any questions, please call us at the Customer Service number shown on your statement.

**Cardholder News & Information**

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

**YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.**

**Special Messages**

A payment must be made each cycle to avoid late charges to your account.

Get Gas & Go! Your card is accepted at gas stations nationwide. \*

\*Subject to credit approval. Valid everywhere Synchrony Car Care is accepted in the U.S. and Puerto Rico.





fuel your own

# Adventure sweepstakes

YOU COULD WIN\* **\$10,000** to plan the **ULTIMATE ROAD TRIP!**  
(awarded as a travel voucher)

Plus, 50 prizes awarded weekly during the sweepstakes period.

Use your Synchrony Car Care™ credit card at gas stations (pump and in-store) between September 1, 2017 and November 30, 2017 and get one entry per purchase.†

There's more than one way to fuel your own adventure with Synchrony Car Care. We're giving away thousands of prizes, including 50 weekly prizes!

**3**  
FIRST PRIZES

### Gas for a Year

(ARV \$2,500; awarded in the form of a Car Care credit card statement credit; 1 winner per month)

**15**  
SECOND PRIZES

### \$500 to Care for Your Car

(awarded in the form of a Car Care credit card statement credit; 5 winners per month)

**1,000**  
THIRD PRIZES

### Car Care Kit

(ARV \$20)

**50**  
WEEKLY PRIZES

### Tank of Gas

(ARV \$30; awarded in the form of a Car Care credit card statement credit; 50 winners per week)

**All prize winners will be drawn at random.**

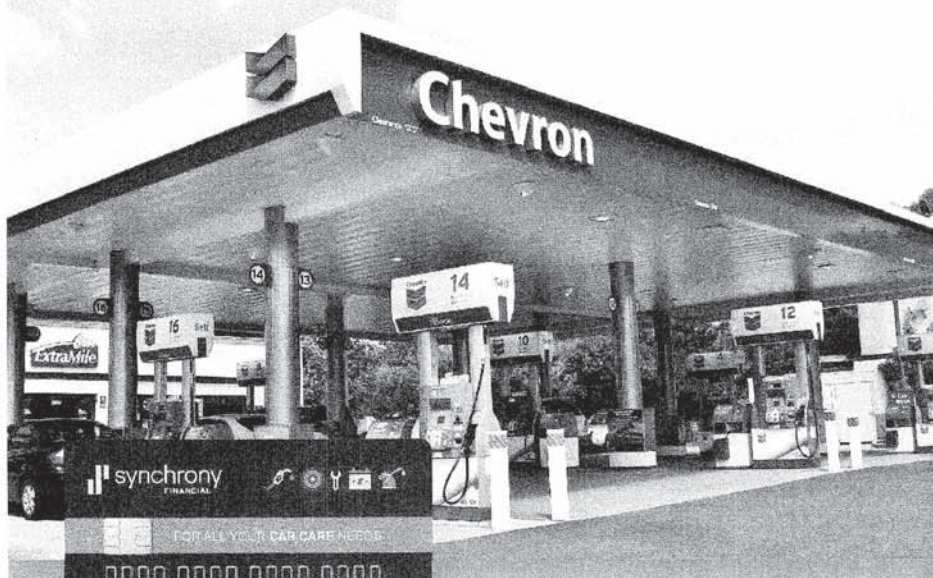
(limit 15 entries during the sweepstakes period)

Find locations at [mysynchrony.com/carcare](http://mysynchrony.com/carcare).

\*No purchase necessary to enter or win the Fuel Your Own Adventure Sweepstakes. Void in NJ, VA and where prohibited. Open to legal residents of the 50 U.S., including D.C., Puerto Rico and U.S. Territories, (excluding residents of NJ and VA) who are 18 years or older as of date of entry. Starts 12:00 AM ET on 9/1/17; ends 11:59 PM ET on 11/30/17. For rules, including how to enter without purchase, visit [mysynchrony.com/carcareesweeps](http://mysynchrony.com/carcareesweeps). Sponsored by Synchrony Bank.



# EXCITING PROGRAM ENHANCEMENT



## YOUR CARD IS NOW ACCEPTED AT PARTICIPATING U.S. CHEVRON AND TEXACO STATIONS!\*

Buying gas with your Synchrony Car Care credit card is easy and convenient at U.S. Chevron and Texaco stations.\*  
Just swipe, pump and you're on your way!

Valid at Chevron and Texaco stations that accept Synchrony Car Care credit cards.



We go where you go.  
Visit [chevronwithtechron.com](http://chevronwithtechron.com)  
to find convenient Chevron and  
Texaco stations near you.

### SYNCHRONY CAR CARE CREDIT CARD—THE ONE CARD TO HELP YOU TAKE CARE OF YOUR CAR.

Use your card\* for all of your auto care needs—from routine maintenance, tires and oil changes to buying gas and more.

\*Purchases made with a Synchrony Car Care credit card at Chevron and Texaco stations are not eligible for promotional financing. Subject to credit approval.

CHEVRON, the Chevron Hallmark, Texaco, TECHRON, ExtraMile and the EM logo are registered trademarks of Chevron Intellectual Property LLC. All other logos are the property of their respective owners.





# Exhibit B

SYNCHRONY BANK  
PO BOX 965033  
ORLANDO, FL 32896-5033

November 2, 2017

MARLENE B KANEHL  
3872 S LAKE DR UNIT 205  
ST FRANCIS WI 53235-5234

A00004317  
C311



**NOTICE OF RIGHT TO CURE DEFAULT**

**RE: SYNCHRONY CAR CARE**  
**Account Number Ending In: 4996**

Dear Marlene B Kanehl,

November 17, 2017 is the LAST DAY FOR PAYMENT.  
\$56.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061

Sincerely,

SYNCHRONY BANK  
1-877-654-6310

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

# Exhibit C



Summary of Account Activity		Payment Information	
Previous Balance	\$565.00	<b>New Balance</b>	<b>\$716.99</b>
+ New Purchases	\$0.00	Minimum Payment This Period	\$62.00
- Payments	\$0.00	Amount Past Due	\$102.00
+/- Credits, Fees & Adjustments (net)	\$38.00	<b>Total Minimum Payment Due</b>	<b>\$164.00</b>
+/- Interest Charge (net)	\$113.99	<b>Payment Due Date</b>	<b>12/22/2017</b>
<b>New Balance</b>	<b>\$716.99</b>	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$700.00	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Available Credit	\$0.00	<b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Overlimit Amount	\$16.99	<b>If you make no additional charges using this card and each month you pay ...</b>	<b>You will pay off the balance shown on this statement in about ...</b>
<b>Days in Billing Period</b>	<b>30</b>	Only the minimum payment	3 years
<b>Pay online for free at: mysynchrony.com</b> <b>For Synchrony Bank customer service or to report your card lost or stolen, call 866-657-0376.</b>		<b>And you will end up paying an estimated total of ...</b>	\$1,003.00
Best times to call are Wednesday - Friday.		If you would like information about credit counseling services, call 1-877-302-8797.	

1-2

Promotional Purchase Summary						
Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Tran Date	Description	Initial Purchase Amount	
EXPIRED	\$612.11	\$112.11	04/29/2017	Deferred Interest/No Interest If Paid In Full	\$700.00	

A summary of your promotional purchase is provided above.  
 If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.  
 To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
<b>FEES</b>				
11/22/2017	11/22/2017		LATE FEE	\$38.00
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$38.00</b>
<b>INTEREST CHARGED</b>				
11/29/2017	11/29/2017		INTEREST CHARGE ON PURCHASES	\$113.99
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$113.99</b>
<b>2017 Totals Year-to-Date</b>				
Total Fees Charged in 2017				\$103.00
Total Interest Charged in 2017				\$113.99
Total Interest Paid in 2017				\$0.00

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0011 D6H 1 7 27 171129 X PAGE 1 of 3 6362 1100 CTJ4 01CS5302 119081

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$164.00	\$102.00	12/22/2017	\$716.99	[REDACTED] 4996

Payment Enclosed: \$

**New address or e-mail?** Payment due includes \$ 102.00 past due. Please pay the past due amount PROMPTLY.  
 Check the box at left and print changes on back

MARLENE B KANEHL  
 3872 S LAKE DR UNIT 205  
 ST FRANCIS WI 53235-5234

119081  
 C312



Make Payment to: SYNCHRONY BANK  
 PO BOX 960061  
 ORLANDO, FL 32896-0061



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).  
**Overnight Payments:** Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at:  
 Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.  
 In your letter give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

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

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
 P.O. Box 965035, Orlando, FL 32896-5035

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

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

**Credits To Your Account:** An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports and Account Information:** If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

**Your account is owned and serviced by Synchrony Bank.**

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

01CS5302-1- 11/18/15

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State \_\_\_\_\_  
 ZIP \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Email \_\_\_\_\_

Home Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_ \*Cell # or other phone # \_\_\_\_\_ Email Address \_\_\_\_\_  
 we can use to contact you

Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com).

Statement Credits Earned this period	
Total Statement Credits earned this period	\$0.00
Annual Statement Credits earned	\$0.00

**Your Account News**

Get Gas and Go. You can use your card for all your car care needs at thousands of Synchrony Car Care locations and most gas stations.

Find a location at [mysynchrony.com/carcare](http://mysynchrony.com/carcare).

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$75.94	\$1.88
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$604.38	\$112.11

**New Promotional Financing Plans**

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

**No Interest if Paid Within Promotional Period**  
 (These can be advertised as Deferred Interest promotions)  
 Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. • If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. • Minimum monthly payments are required. • This promotion may be offered for periods of **6, 9, 12, 18, or 24 months**. •

**Please keep this for your records.** If you have any questions, please call us at the Customer Service number shown on your statement.

**Cardholder News & Information**

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

**YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.**

**Special Messages**

A payment must be made each cycle to avoid late charges to your account.

1-2

■

■





# Exhibit D

P.O. Box 48458  
Oak Park, MI 48237

# Encore Receivable Management, Inc.

A C O N V E R G Y S C O M P A N Y

400 N Rogers Rd \* PO Box 3330 \* Olathe KS 66063-3330  
Telephone: 866-247-1087

ADDRESS SERVICE REQUESTED

December 01 2017

CONV0400-WI  
102069129891290

MARLENE B KANEHL  
3872 S LAKE DR UNIT 205  
ST FRANCIS WI 53235-5234

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	SYNCHRONY CAR CARE
For Account Ending in:	XXXXXXXXXXXX4996
Encore Account #:	██████████7681
Total Account Balance:	\$716.99
Amount Now Due:	\$164.00



Dear MARLENE B KANEHL:

The above referenced account has been referred to our office for collection. Previous attempts have been made by the creditor to obtain payment of this debt. As of this date, those attempts have not been successful.

Note: As of the date of this letter, your Total Account Balance is \$716.99 of which \$164.00 represents the Amount Now Due. Your Total Account Balance and Amount Now Due on the day you pay may be greater than the amounts listed above as a result of finance charges, late fees or other fees imposed on your account from day to day as outlined in the terms of your account and your account agreement. For further information, call or write us.

Please detach the lower portion of this notice and return with your payment in the enclosed envelope or call us at the above number if you would like to make a payment using a check by telephone. You can also log on and pay at [www.mysynchrony.com](http://www.mysynchrony.com).

Note: If payment has already been made, please notify this office at 866-247-1087 or by writing to Encore at the address listed below.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days 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.

06/2017 (QESP)40:T003.000680:001:1000:17335:CL58:CONV117:01:

\*\*\* Detach Lower Portion and Return With Payment \*\*\*

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	SYNCHRONY CAR CARE
For Account Ending in:	XXXXXXXXXXXX4996
Encore Account #:	██████████7681
Total Account Balance:	\$716.99
Amount Now Due:	\$164.00

CONV0400-WI

SYNCHRONY CAR CARE  
P.O. Box 960061  
Orlando FL 32896-0061

MARLENE B KANEHL  
3872 S LAKE DR UNIT 205  
ST FRANCIS WI 53235-5234

# Exhibit E



1-02

BLAIN'S FARM & FLEET/SYNCRB

PATRICK BILLS  
Account Number : ██████████ 8639  
Statement Closing Date: 05/15/2018



Summary of Account Activity		Payment Information							
Previous Balance	\$1,394.39	New Balance	\$1,469.81						
+ New Purchases	\$0.00	Minimum Payment This Period	\$91.00						
- Payments	\$0.00	Amount Past Due	\$115.00						
+/- Credits, Fees & Adjustments (net)	\$38.00	<b>Total Minimum Payment Due</b>	<b>\$206.00</b>						
+/- Interest Charge (net)	\$37.42	<b>Payment Due Date</b>	<b>06/07/2018</b>						
<b>New Balance</b>	<b>\$1,469.81</b>	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.							
Credit Limit	\$1,400.00	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Available Credit	\$0.00	<b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Overlimit Amount	\$69.81	<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay ...</th> <th>You will pay off the balance shown on this statement in about ...</th> <th>And you will end up paying an estimated total of ...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>9 years</td> <td>\$3,399.00</td> </tr> </tbody> </table>		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...	Only the minimum payment	9 years	\$3,399.00
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...							
Only the minimum payment	9 years	\$3,399.00							
Days in Billing Period	32	If you would like information about credit counseling services, call 1-877-302-8797.							
<b>Pay online for free at: mysynchrony.com</b> <b>For Synchrony Bank customer service or to report your card lost or stolen, call 1-800-250-5411.</b>  Best times to call are Wednesday - Friday.									

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
05/07/2018	05/07/2018		<b>FEES</b>	
			LATE FEE	\$38.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$38.00</b>

Continued on next page

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0022 DIH 1 7 12 180515 X PAGE 1 of 5 9072 1900 BAJ2 01D65302 316677

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$206.00	\$115.00	06/07/2018	\$1,469.81	██████████ 8639

Payment Enclosed : \$

New address or e-mail? Check the box at left and print changes on back Payment due includes \$ 115.00 past due. Please pay the past due amount PROMPTLY.

PATRICK BILLS  
3108 W SOUTHLAND DR  
FRANKLIN WI 53132-9347

316677  
S205



Make Payment to: SYNCHRONY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).

**Overnight Payments:** Payments cannot be made in person; mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon) in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at:  
Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

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

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965035, Orlando, FL 32896-5035

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

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type.

**Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at

P.O. Box 965035, Orlando, FL 32896-5035.

**Credits To Your Account:** An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports and Account Information:** If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965064, Orlando, FL 32896-5064.

**Your account is owned and serviced by Synchrony Bank.**

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[35453A]

O1DG5302 - 1 - 02/07/18

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address and/or phone number, please check the box and print the changes below.

Street \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State \_\_\_\_\_  
 ZIP \_\_\_\_\_  
 Phone # \_\_\_\_\_

\*Home Phone # \_\_\_\_\_

\*Business Phone # \_\_\_\_\_

\*Cell # or other phone # \_\_\_\_\_  
 we can use to contact you

Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com).

# EXHIBIT F

SYNCHRONY BANK  
PO BOX 965033  
ORLANDO, FL 32896-5033

May 18, 2018

PATRICK BILLS  
3108 W SOUTHLAND DR  
FRANKLIN WI 53132-9347

A00004452  
S205



**NOTICE OF RIGHT TO CURE DEFAULT**

**RE: BLAIN'S FARM & FLEET/SYNCB**  
**Account Number Ending In: 8639**

Dear Patrick Bills,

June 2, 2018 is the LAST DAY FOR PAYMENT.  
\$115.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061

Sincerely,

SYNCHRONY BANK  
1-877-654-6310

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

# **Exhibit G**





Summary of Account Activity		Payment Information							
Previous Balance	\$1,469.81	New Balance	\$1,544.73						
+ New Purchases	\$0.00	Minimum Payment This Period	\$91.00						
- Payments	\$0.00	Amount Past Due	\$206.00						
+/- Credits, Fees & Adjustments (net)	\$38.00	<b>Total Minimum Payment Due</b>	<b>\$297.00</b>						
+/- Interest Charge (net)	\$36.92	<b>Payment Due Date</b>	<b>07/07/2018</b>						
<b>New Balance</b>	<b>\$1,544.73</b>	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.							
Credit Limit	\$1,400.00	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Available Credit	\$0.00	<b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Overlimit Amount	\$144.73	<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay ...</th> <th>You will pay off the balance shown on this statement in about ...</th> <th>And you will end up paying an estimated total of ...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>9 years</td> <td>\$3,442.00</td> </tr> </tbody> </table>		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...	Only the minimum payment	9 years	\$3,442.00
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...							
Only the minimum payment	9 years	\$3,442.00							
<b>Days in Billing Period</b>	<b>30</b>	If you would like information about credit counseling services, call 1-877-302-8797.							
Pay online for free at: <a href="http://mysynchrony.com">mysynchrony.com</a> For Synchrony Bank customer service or to report your card lost or stolen, call 1-800-250-5411.  Best times to call are Wednesday - Friday.									

1-2

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
<b>FEES</b>				
06/07/2018	06/07/2018		LATE FEE	\$38.00
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$38.00</b>
<b>INTEREST CHARGED</b>				
06/14/2018	06/14/2018		INTEREST CHARGE ON PURCHASES	\$36.92
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$36.92</b>
<b>2018 Totals Year-to-Date</b>				
Total Fees Charged in 2018				\$103.00
Total Interest Charged in 2018				\$197.12
Total Interest Paid in 2018				\$40.17

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,497.55	\$36.92

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0036 DIH 1 7 12 180614 X PAGE 1 of 4 9072 1900 BAJ2 01D65302 318261

Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$297.00	\$206.00	07/07/2018	\$1,544.73	██████████ 8639

Payment Enclosed : \$

New address or e-mail? Check the box at left and print changes on back Payment due includes \$ 206.00 past due. Please pay the past due amount PROMPTLY.

PATRICK BILLS  
 3108 W SOUTHLAND DR  
 FRANKLIN WI 53132-9347

318261  
 S206

Make Payment to: SYNCHRONY BANK  
 PO BOX 960061  
 ORLANDO, FL 32896-0061



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).  
**Overnight Payments:** Payments cannot be made in person; mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon) in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at:

Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

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

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank  
P.O. Box 965035, Orlando, FL 32896-5035

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

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type.

**Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at

P.O. Box 965035, Orlando, FL 32896-5035.

**Credits To Your Account:** An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports and Account Information:** If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965064, Orlando, FL 32896-5064.

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**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[35453A]

O1DG5302 - 1 - 02/07/18

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address and/or phone number, please check the box and print the changes below.

Street \_\_\_\_\_  
Address \_\_\_\_\_  
City, State \_\_\_\_\_  
ZIP \_\_\_\_\_  
Phone # \_\_\_\_\_

\*Home Phone #                      \*Business Phone #                      \*Cell # or other phone #  
we can use to contact you

Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com).

# **Exhibit H**

P.O. Box 48458  
Oak Park, MI 48237

# Encore Receivable Management, Inc.

A C O N V E R G Y S C O M P A N Y

400 N Rogers Rd \* PO Box 3330 \* Olathe KS 66063-3330  
Telephone: 866-247-1087

ADDRESS SERVICE REQUESTED

June 18 2018

CONV0400-WI  
102069141676360

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	BLAIN'S FARM & FLEET
For Account Ending in:	XXXXXXXXXXXX8639
Encore Account #:	██████████9484
Total Account Balance:	\$1,544.73
Amount Now Due:	\$297.00

PATRICK BILLS  
3108 W SOUTHLAND DR  
FRANKLIN WI 53132-9347



Dear PATRICK BILLS:

The above referenced account has been referred to our office for collection. Previous attempts have been made by the creditor to obtain payment of this debt. As of this date, those attempts have not been successful.

Note: As of the date of this letter, your Total Account Balance is \$1,544.73 of which \$297.00 represents the Amount Now Due. Your Total Account Balance and Amount Now Due on the day you pay may be greater than the amounts listed above as a result of finance charges, late fees or other fees imposed on your account from day to day as outlined in the terms of your account and your account agreement. For further information, call or write us.

Please detach the lower portion of this notice and return with your payment in the enclosed envelope or call us at the above number if you would like to make a payment using a check by telephone. You can also log on and pay at [www.mysynchrony.com](http://www.mysynchrony.com).

Note: If payment has already been made, please notify this office at 866-247-1087 or by writing to Encore at the address listed below.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days 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.

06/2017 (QESP)40:T003:000710:001:1000:18169:CL58:CONV117:01:

\*\*\* Detach Lower Portion and Return With Payment \*\*\*

<b>Creditor:</b>	<b>Synchrony Bank</b>
Re:	BLAIN'S FARM & FLEET
For Account Ending in:	XXXXXXXXXXXX8639
Encore Account #:	██████████9484
Total Account Balance:	\$1,544.73
Amount Now Due:	\$297.00

CONV0400-WI

BLAIN'S FARM & FLEET  
P.O. Box 960061  
Orlando FL 32896-0061

PATRICK BILLS  
3108 W SOUTHLAND DR  
FRANKLIN WI 53132-9347

# 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**  
**MARLENE KANEHL and PATRICK BILLS**

**(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**  
**ENCORE RECEIVABLE MANAGEMENT INC.**

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)

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

**V. ORIGIN** (Place an "X" in One Box Only)  
 1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from another district (specify)  6 Multidistrict Litigation  7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF 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: November 9, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ John D. Blythin

## 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

MARLENE KANEHL and PATRICK BILLS

Plaintiff(s)

v.

ENCORE RECEIVABLE MANAGEMENT INC.

Defendant(s)

Civil Action No. 18-cv-1784

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ENCORE RECEIVABLE MANAGEMENT INC.
c/o C T Corporation System
301 South Bedford Street, Suite 1
Madison, WI 53703

A lawsuit has been filed against you.

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

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-1784

**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: [Encore Receivable Management Accused of Attempting to Collect Debt Amounts 'Not Yet Due'](#)

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