

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

THERESE KRUEGER and ZACHARIAH
PINKNEY, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

vs.

ENHANCED RECOVERY COMPANY, LLC,

Defendant.

) Case No.: 16-cv-1639

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

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

4. Plaintiff Zachariah Pinkney is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

6. Defendant Enhanced Recovery Company, LLC (“ERC”) is a debt collection agency with its principal offices at 8014 Bayberry Road, Jacksonville, Florida 32256.

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

8. ERC is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. ERC is a debt collector as defined in 15 U.S.C. § 1692a.

FACTS

Krueger Letter

9. On or about February 5, 2016, ERC mailed a debt collection letter to Plaintiff Krueger regarding an alleged debt, allegedly owed to “Time Warner Cable” (“TWC”). A copy of this letter is attached to this complaint as Exhibit A.

10. Upon information and belief, the alleged debt that ERC was attempting to collect was a personal, household cable/internet services account with TWC.

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

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

13. Upon information and belief, Exhibit A is the first written communication that ERC sent to Krueger regarding the alleged debt to which Exhibit A refers.

14. Exhibit A contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

15. Exhibit A represents that the “Amount of Debt” of the alleged debt is \$366.66.

16. Exhibit A also contains the following settlement offer:

Our records indicate that your balance with Time Warner Cable remains unpaid; therefore your account has been placed with ERC for collection efforts. We are willing to reduce your outstanding balance by offering a discounted payoff amount of \$220.00.

17. Exhibit A also states the following:

This letter serves as notification that your delinquent account may be reported to the national credit bureaus. Upon receipt and clearance of \$220.00, your account will be closed and collection efforts will cease.

18. The offer in Exhibit A impliedly threatens that if the consumer does not pay the settlement offer immediately, her "delinquent account may be reported to the national credit bureaus." However, "Upon receipt and clearance of \$220.00, your account will be closed and collection efforts will cease." Exhibit A.

19. ERC's letters tell the recipient, in one place, that that she has 30 days to dispute and request verification or the original creditor's contact information and in another place on the same letter, tells the recipient that failure to pay the settlement offer amount immediately may result in the account being reported to the three national credit bureaus. *See Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997).

20. Exhibit A is confusing to the unsophisticated consumer because Exhibit A demands a payment within or shortly after the validation period, but does not explain how the validation notice and settlement offer/threat to report fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.").

21. The consumer needs time to process the information contained in an initial debt collection letter before deciding whether to dispute, pay or take other action. This is the point of the 30 day period in 15 U.S.C. 1692g(a).

22. Prior to deciding whether to dispute a debt, a consumer may have to sort through personal records and/or memories to try to remember if the debt might be legitimate. He may not recognize the original creditor – debts are freely assignable and corporations, especially banks, often change names.

23. Moreover, once a consumer sends a dispute in writing, the creditor is under no obligation to provide verification in any specific amount of time, or even to provide verification at all, so long as the debt collector ceases collection efforts until it does so. *Jang v. A.M. Miller & Assocs.*, 122 F.3d 480, 483 (7th Cir. 1997) (“Section 1692g(b) thus gives debt collectors two options when they receive requests for validation. They may provide the requested validations and continue their debt collecting activities, or they may cease all collection activities.”)

24. The § 1692g validation period lasts for 30 days. It is the consumer’s right to *request* verification until the end of the thirty day period. If the request is not made until the end of the thirty day period, the verification request would not be processed, researched by the creditor, and returned to the consumer until long after settlement offer payment deadline has expired. The consumer would be left with no time to review the verification and determine whether to accept the settlement offer.

25. The unsophisticated consumer would have no idea how to both seek verification of the debt and preserve the settlement offer in Exhibit A. As no deadline is given, and the threat of reporting to the three national credit bureaus is looming, the consumer feels pressured to immediately pay the \$220.00 in order to take advantage of the settlement offer and avoid being reported to the credit bureaus.

26. Thus, the effect of the settlement offer and threat to report the debt to the three national credit bureaus in the initial written debt communication is to discourage or prevent consumers from exercising their validation rights.

27. Defendant did not include any explanatory language in Exhibit A, *see, eg. Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997).

Pinkney Letter

28. On or about March 2, 2016, ERC mailed a debt collection letter to Plaintiff Pinkney regarding an alleged debt, allegedly owed to “Sprint.” A copy of this letter is attached to this complaint as Exhibit B.

29. Upon information and belief, the alleged debt that ERC was attempting to collect was a personal, household cellular telephone service account with Sprint.

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

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

32. Upon information and belief, Exhibit B is the first written communication that ERC sent to Plaintiff regarding the alleged debt to which Exhibit B refers.

33. Exhibit B contains the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

34. Exhibit B represents that the “Amount of Debt” of the alleged debt is \$1420.25.

35. Exhibit B contains the following settlement offer:

Our records indicate that your balance with Sprint remains unpaid; therefore your account has been placed with ERC for collection efforts. We are willing to reduce your outstanding balance by offering discounted options.

Option 1: Pay the settlement of \$639.11, please remit by April 06, 2016.

Option 2: Pay the settlement of \$710.13, payable in 2 monthly payments of \$355.07.

Option 3: Pay the settlement of \$781.14, payable in 3 monthly payments of \$260.38.

36. Exhibit B also states the following:

This letter serves as notification that your delinquent account may be reported to the national credit bureaus.

Payment of the offered settlement amount will stop collection activity on this matter. We will inform Sprint once the payment(s) is/are posted. Payment of the settlement amount will not restore your service with Sprint. If you wish to establish service with Sprint at a future date, the remaining balance must be paid in full prior to the consideration of any future services being granted.

37. The offer in Exhibit B threatens that if the consumer does not pay the settlement offer by the payment deadlines, his "delinquent account may be reported to the national credit bureaus." However, "Payment of the offered settlement amount will stop collection activity on this matter." Exhibit B.

38. ERC's letters tell the recipient, in one place, that he has 30 days to dispute and request verification or the original creditor's contact information and in another place on the same letter, tells the recipient that failure to pay the settlement offer amount by the deadline may result in the account being reported to the three national credit bureaus. *See Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997).

39. Additionally, the only payment deadline that is clear is Option One, which instructs the consumer to "please remit by April 06, 2016." Option Two and Three do not even give clear deadlines; they only instruct the consumer to make "monthly payments." Exhibit B.

40. Furthermore, the payment deadline in Option One requires Plaintiff to remit payment by April 6, 2016.

41. Exhibit B is confusing to the unsophisticated consumer because Exhibit B demands a payment within or shortly after the validation period, but does not explain how the validation notice and settlement offer payment deadline fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.").

42. The consumer needs time to process the information contained in an initial debt collection letter before deciding whether to dispute, pay or take other action. This is the point of the 30 day period in 15 U.S.C. 1692g(a).

43. Prior to deciding whether to dispute a debt, a consumer may have to sort through personal records and/or memories to try to remember if the debt might be legitimate. He may not recognize the original creditor – debts are freely assignable and corporations, especially banks, often change names.

44. Moreover, once a consumer sends a dispute in writing, the creditor is under no obligation to provide verification in any specific amount of time, or even to provide verification at all, so long as the debt collector ceases collection efforts until it does so. *Jang v. A.M. Miller & Assocs.*, 122 F.3d 480, 483 (7th Cir. 1997) (“Section 1692g(b) thus gives debt collectors two options when they receive requests for validation. They may provide the requested validations and continue their debt collecting activities, or they may cease all collection activities.”).

45. The § 1692g validation period lasts for 30 days. It is the consumer’s right to *request* verification until the end of the thirty day period. If the request is not made until the end of the thirty day period, the verification request would not be processed, researched by the creditor, and returned to the consumer until long after settlement offer payment deadline has expired. The consumer would be left with no time to review the verification and determine whether to accept the settlement offer.

46. The unsophisticated consumer would have no idea how to both seek verification of the debt and preserve the settlement offer in Exhibit B. Given the deadlines and the threat of reporting to the three national credit bureaus, the consumer feels pressured to immediately pay in order to take advantage of the settlement offer and avoid being reported to the credit bureaus.

47. Thus, the effect of the settlement offer and threat to report the debt to the three national credit bureaus in the initial written debt communication is to discourage or prevent consumers from exercising their validation rights.

48. Defendant did not include any explanatory language in Exhibit B, *see, eg. Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997).

49. Additionally, Exhibit B states the following:

Payment of the offered settlement amount will stop collection activity on this matter. We will inform Sprint once the payment(s) is/are posted. Payment of the settlement amount will not restore your service with Sprint. If you wish to establish service with Sprint at a future date, the remaining balance must be paid in full prior to the consideration of any future services being granted.

50. The above statement is false, misleading and confusing to the unsophisticated consumer.

51. An unsophisticated consumer would understand that Exhibit B means that if the consumer settles the alleged debt for less than the amount owed, Sprint would not approve any new accounts.

52. ERC has no basis to make such claims.

53. Upon information and belief, ERC has no input in, or inside information into, Sprint's business practices with respect to settled accounts or otherwise.

54. Sprint is the fourth largest mobile network operator in the United States, and serves 59.5 million customers as of July 2016.

55. Upon information and belief, settling a Sprint account for less than the full amount due would not disqualify a consumer from opening a new Sprint account.

56. ERC has no basis to assert that Sprint would refuse to approve new accounts for Plaintiff. The threat in ERC's letter is false and misleading and exists only to unfairly scare consumers into paying the balance instead of settling.

57. Plaintiffs were confused by Exhibits A and B, respectively.

58. Plaintiffs had to spend time and money investigating Exhibits A and B, and the consequences of any potential responses to Exhibits A and B.

59. Plaintiffs had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiffs on the consequences of Exhibits A and B.

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

61. 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”).

62. 15 U.S.C. § 1692e provides, in relevant part: “A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

63. Among other conduct, the FDCPA also specifically prohibits:

- a. The threat to take any action that cannot legally be taken or that is not intended to be taken. 15 U.S.C. § 1692e(5);
- b. The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. 15 U.S.C. § 1692e(10); and
- c. unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f.

64. 15 U.S.C. § 1692g(b) states, in part:

(b) Disputed debts

...

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.

65. The WCA also specifically prohibits a debt collector from “Threaten[ing] action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.” Wis. Stat. § 427.104(1)(L).

COUNT I – FDCPA

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

67. Count I is brought on behalf of both Plaintiffs.

68. The settlement offer, payment deadlines, and threat to report the debt to the three national credit bureaus on Exhibits A and B conflicts with and overshadows the debt validation notice, in that it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement offer/threat to report fit together. 15 U.S.C. § 1692g; *Bartlett*, 128 F.3d at 500.

69. Such conduct effectively shortens the validation period and discourages disputes.

70. Exhibits A and B are confusing, deceptive, and/or misleading to the unsophisticated consumer.

71. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692g.

COUNT II – FDCPA

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

73. Count II is brought on behalf of Plaintiff Pinkney.

74. Exhibit B falsely threatens Plaintiff that settlement for less than the alleged amount due will result in Sprint refusing to approve any new accounts.

75. The threat is false and misleading to the unsophisticated consumer.

76. Additionally, ERC has no knowledge of or influence in Sprint's internal procedures with respect to opening accounts, and thus had no basis to include the language from Exhibit B, quoted in Paragraph 49 of this Complaint.

77. ERC's conduct violates 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), and 1692f.

COUNT III – WCA

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

79. Count III is brought on behalf of Plaintiff Pinkney.

80. Exhibit B threatens an action against the consumer – denial of new accounts – notwithstanding the fact that, upon information and belief, neither ERC, nor Sprint had any intention of initiating such action.

81. In fact, ERC had no knowledge of Sprint's procedures and no basis to make the claim in Exhibit B.

82. ERC violated Wis. Stat. § 427.104(1)(L).

CLASS ALLEGATIONS

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

84. Class One consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) on or after December 9, 2015, up to and including December 9, 2016, (e) that was not returned by the postal service. Class One shall be known as the "Validation" class, and Krueger will represent the class.

85. Class Two consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) on or after December 9, 2015, up to and including December 9, 2016, (e) that was not returned by the postal service. Class Two shall be known as the "Sprint account" class and Pinkney will represent the class.

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

87. 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 the Defendant complied with 15 U.S.C. § 1692e, 1692f and 1692g.

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

89. 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.

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

JURY DEMAND

91. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Classes 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: December 9, 2016

ADEMI & O'REILLY, LLP

By: s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
dmorris@ademilaw.com

EXHIBIT A



February 05, 2016

Creditor: Time Warner Cable
Original Creditor: Time Warner Cable
Account Number: XXX6506
Amount of Debt: \$366.66
Reference Number: [redacted] 2192
Settlement Amount: \$220.00

SETTLEMENT OPPORTUNITY

THERESE KRUEGER

Our records indicate that your balance with Time Warner Cable remains unpaid; therefore your account has been placed with ERC for collection efforts. We are willing to reduce your outstanding balance by offering a discounted payoff amount of \$220.00.

This letter serves as notification that your delinquent account may be reported to the national credit bureaus.

Upon receipt and clearance of \$220.00, your account will be closed and collection efforts will cease.

We are not obligated to renew this offer.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after your receipt of this notice, the debt will be assumed to be valid by us.



View statements, pay your balance, and manage your account online at www.payerc.com.



Telephone: (800) 497-8127 Toll Free. All calls are recorded and may be monitored for training purposes.



Send correspondence to: ERC, P.O. Box 57610, Jacksonville, FL 32241



Office Hours (Eastern Time): Mon-Thurs: 8:00 am-11:00 pm, Fri: 8:00 am-10:00 pm, Sat: 8:00 am-8:00 pm



This is an attempt to collect a debt. Any information obtained will be used for that purpose. NOTICE - SEE REVERSE SIDE FOR IMPORTANT NOTICES AND CONSUMER RIGHTS



Please do not send correspondence to this address.

P.O. BOX 1259, Dept 98696
Oaks, PA 19456



February 05, 2016

Payment form with fields for VISA/MasterCard, CARD NUMBER, SIGNATURE, EXP. DATE, REFERENCE NUMBER, AMOUNT OF DEBT, and AMOUNT PAID.



98690 - 22217



THERESE KRUEGER
8806 W MORGAN AVE
APT 4
MILWAUKEE WI 53228-1577

ERC
P.O. Box 23870
Jacksonville, FL 32241-3870



PAP-1001-0

98690-10005-SIF_01_015-TWFSQ-22217

022217

Federal Validation Notice:

Pursuant to 15 U.S.C./1692g(a), take notice that:

1. The amount of the claimed debt is the amount stated in the letter on the reverse side of this notice.
2. The name of the creditor to whom the debt is owed is in the letter on the reverse side of this notice.
3. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after your receipt of this notice, the debt will be assumed to be valid by us.
4. If you notify our office below in writing within (30) days of your receipt of this notice that the debt, or any portion thereof is disputed, we will obtain verification of the debt or a copy of any judgment that may be of record against you. We will mail the verification or copy of the judgment to you.
5. Upon your written request to this office within thirty (30) days of your receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor listed in the letter on the reverse side of this notice.

Federal Notice:

This is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Tennessee Residents:

This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

Minnesota Residents:

This Collection Agency is licensed by the Minnesota Department of Commerce.

New York State Residents:

New York City Department of Consumer Affairs License Number: 1394588.

North Carolina Residents:

North Carolina Department of Insurance Permit Number: 103967.

Utah Residents:

As required by Utah Law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Our Corporate Address is:

ERC
8014 Bayberry Road
Jacksonville, FL 32256

Colorado Residents:

For information about the Colorado Fair Debt Collection Practices Act, see www.coloradoattorneygeneral.gov/ca or any successor web address.

A consumer has the right to request in writing that a Debt Collector or Collection Agency cease further communication with the consumer. A written request to cease communication will not prohibit the Debt Collector or Collection Agency from taking any other action authorized by law to collect the debt. Local Address: 13111 E. Briarwood Ave. #340, Centennial, CO 80012, (303) 309-3839.

California Residents:

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

2. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Massachusetts Residents:

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector. If you wish to discuss this matter, please call us direct, between the hours of 8 AM and 5 PM EST, at the telephone number listed on the front of this notice. Local Address: 49 Winter Street, Weymouth, MA 02118.

We at ERC specialize in assisting persons in different financial situations. If additional assistance is needed, please contact us or visit our website.

Exhibit B



March 02, 2016

Creditor: Sprint
Original Creditor: Sprint
Account Number: XXXXX1406
Amount of Debt: \$1,420.25
Reference Number: [REDACTED] 4544

YOU HAVE OPTIONS

ZACHARIAH PINKNEY

Our records indicate that your balance with Sprint remains unpaid; therefore your account has been placed with ERC for collection efforts. We are willing to reduce your outstanding balance by offering discounted options.

- Option 1: Pay the settlement of \$639.11, please remit by April 06, 2016.
- Option 2: Pay the settlement of \$710.13, payable in 2 monthly payments of \$355.07.
- Option 3: Pay the settlement of \$781.14, payable in 3 monthly payments of \$260.38.

We are not obligated to renew this offer.

This letter serves as notification that your delinquent account may be reported to the national credit bureaus.

Payment of the offered settlement amount will stop collection activity on this matter. We will inform Sprint once the payment(s) is/are posted. Payment of the settlement amount will not restore your service with Sprint. If you wish to establish service with Sprint at a future date, the remaining balance must be paid in full prior to the consideration of any future services being granted.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after your receipt of this notice, the debt will be assumed to be valid by us.



View statements, pay your balance, and manage your account online at www.payerc.com.



Telephone: (800) 459-0815 Toll Free. All calls are recorded and may be monitored for training purposes.



Send correspondence to: ERC, P.O. Box 57610, Jacksonville, FL 32241



Office Hours (Eastern Time): Mon-Thurs: 8:00 am-11:00 pm, Fri: 8:00 am-10:00 pm, Sat: 8:00 am-8:00 pm

**This is an attempt to collect a debt. Any information obtained will be used for that purpose.
NOTICE - SEE REVERSE SIDE FOR IMPORTANT NOTICES AND CONSUMER RIGHTS**

Please do not send correspondence to this address.

P.O. BOX 1259, Dept 98696
Oaks, PA 19456



March 02, 2016

IF PAYING BY CREDIT OR DEBIT CARD, FILL OUT BELOW OR IF PAYING BY CHECK OR MONEY ORDER PLEASE REMIT TO ADDRESS BELOW.		
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	BILLING ZIP	
CARD NUMBER		
SIGNATURE		EXP. DATE
REFERENCE NUMBER	AMOUNT OF DEBT	AMOUNT PAID
[REDACTED] 4544	\$1,420.25	\$



98690 - 9728



ZACHARIAH PINKNEY
4074 S PACKARD AVE
SAINT FRANCIS WI 53235-4805

ERC
P.O. Box 23870
Jacksonville, FL 32241-3870



0-1301-PA



98690-10086-SIF_03_090-SPR6T-9728

009728

Federal Validation Notice:

Pursuant to 15 U.S.C./1692g(a), take notice that:

1. The amount of the claimed debt is the amount stated in the letter on the reverse side of this notice.
2. The name of the creditor to whom the debt is owed is in the letter on the reverse side of this notice.
3. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after your receipt of this notice, the debt will be assumed to be valid by us.
4. If you notify our office below in writing within (30) days of your receipt of this notice that the debt, or any portion thereof is disputed, we will obtain verification of the debt or a copy of any judgment that may be of record against you. We will mail the verification or copy of the judgment to you.
5. Upon your written request to this office within thirty (30) days of your receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor listed in the letter on the reverse side of this notice.

Federal Notice:

This is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

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New York State Residents:

New York City Department of Consumer Affairs License Number: 1394588.

North Carolina Residents:

North Carolina Department of Insurance Permit Number: 103967.

Utah Residents:

As required by Utah Law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Our Corporate Address is:

ERC
8014 Bayberry Road
Jacksonville, FL 32256

Colorado Residents:

For information about the Colorado Fair Debt Collection Practices Act, see www.coag.gov/car or any successor web address.

A consumer has the right to request in writing that a Debt Collector or Collection Agency cease further communication with the consumer. A written request to cease communication will not prohibit the Debt Collector or Collection Agency from taking any other action authorized by law to collect the debt. Local Address: 13111 E. Briarwood Ave. #340, Centennial, CO 80012, (303) 309-3839.

California Residents:

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

2. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Massachusetts Residents:

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector. If you wish to discuss this matter, please call us direct, between the hours of 8 AM and 5 PM EST, at the telephone number listed on the front of this notice. Local Address: 49 Winter Street, Weymouth, MA 02118.

We at ERC specialize in assisting persons in different financial situations.
If additional assistance is needed, please contact us or visit our website.

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
THERESE KRUEGER, et al.

(b) County of Residence of First Listed Plaintiff Milwaukee
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS
ENHANCED RECOVERY COMPANY, LLC

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

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

Attorneys (If Known)

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

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

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

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

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

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

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

V. ORIGIN (Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1692 et seq.

Brief description of cause:
 Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: **December 9, 2016** 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: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

THERESE KRUEGER, et al.

Plaintiff

v.

ENHANCED RECOVERY COMPANY, LLC

Defendant

)
)
)
)
)
)
)

Civil Action No. 16-cv-

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ENHANCED RECOVERY COMPANY, LLC
8014 BAYBERRY RD.
JACKSONVILLE, FL 32256

A lawsuit has been filed against you.

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

John D. Blythin
ADEMI & O'REILLY, LLP
3620 E. LAYTON AVE.
CUDAHY, WI 53110

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 16-cv-

PROOF OF SERVICE

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

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

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

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Enhanced Recovery Company Facing Lawsuit Over Debt Recovery Tactics](#)
