

DIANE MENEAR and CANDICE BENTLEY,
Individually and on Behalf of All Others Similarly
Situating,

Plaintiffs,

vs.

ALLIANCE ONE RECEIVABLES
MANAGEMENT, INC. and CAPITAL ONE
BANK USA, N.A.,

Defendants.

Case No.: 17-cv-318

CLASS ACTION COMPLAINT

Jury Trial Demanded

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

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

4. Plaintiff Candice Bentley is an individual who resides in the Eastern District of Wisconsin (Ozaukee County).

5. Plaintiffs are “consumers” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendants sought to collect from them debts allegedly incurred for personal, family or household purposes, namely personal credit card account debts.

6. Defendant Alliance One Receivables Management, Inc. (“AOR”) is debt collection agency with its principal place of business located at 4850 E Street Road, Suite 300, Trevoose, PA 19053.

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

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

9. Defendant Capital One Bank (USA), N.A. (“Capital One”) is a national bank with its primary place of business at 1680 Capital One Drive, McLean, Virginia 22102-3491.

10. Capital One conducts significant business in the State of Wisconsin.

11. Capital One is engaged in the business of collecting debts owed to itself that were incurred for personal, family or household purposes.

12. Capital One is a “merchant” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(25), in that it extended credit to Plaintiff Menear.

13. The alleged debt that AOR was attempting to collect from Plaintiff Menear arose from alleged purchases on Plaintiff’s personal Capital One credit card account.

14. Credit card accounts are “open-end credit plans,” pursuant to Wis. Stat. § 421.301(27)(a). “Open-end credit plans” are, by definition, “consumer credit transactions.” Wis. Stat. § 421.301(10) (“The term [consumer credit transaction] includes ... transactions pursuant to open-end credit plans.”)

15. With respect to Plaintiff Menear's and the class members' alleged debts, Capital One is a debt collector engaging in debt collection, as defined in Wis. Stat. §§ 427.103(2) and (3) ("Debt collection" means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer. "Debt collector" means any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.).

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

FACTS

Menear Letters

17. On or about June 22, 2016, Capital One mailed a debt collection letter to Plaintiff Menear, regarding an alleged debt allegedly owed to Capital One. A copy of this letter is attached to this Complaint as Exhibit A.

18. Upon information and belief, the alleged debt referred to in Exhibit A is a credit card account, with an account number ending with the four digits 9635. At the time Exhibit A was mailed, the account was allegedly owed to Capital One.

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

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

21. Exhibit A contains bold, all-capitalized text at the top of the letter:

**ACCOUNT MAY BE SENT TO A LAWYER FOR REVIEW
IF MISSED PAYMENTS CONTINUE.**

22. Exhibit A also contains the following language:

Keep in mind that if this account is charged off, the account will be closed and you will still be responsible for paying the full balance. If you continue to miss payments, this account may be forwarded to a lawyer in your state to review for a possible lawsuit.* We want to prevent this from happening. Take a look at some of your options:

23. Exhibit A also contains a “non-disclaiming-disclaimer”:

*No decision has been made to sue you yet. You’ll have an opportunity at any court hearing to raise any applicable defenses or property exemptions.

24. Those two statements together are inherently contradictory and confusing. The unsophisticated consumer would interpret them as saying that Capital One will sue the consumer if the consumer does not pay.

25. The above language in Exhibit A is false, misleading and confusing to the unsophisticated consumer.

26. Further, at the time Exhibit A was sent to Plaintiff Menear, Capital One did not intend to sue Plaintiff Menear, even if no payments were made on the account.

27. Despite the clear language threatening to send the account to “a lawyer in your state” and bring a lawsuit against Plaintiff Menear, Capital One instead hired a third party, non-attorney debt collection agency, Alliance One Receivables Management, Inc. (“AOR”), to collect the debt.

28. On or about September 19, 2016, AOR mailed a debt collection letter to Plaintiff regarding the same alleged debt, an account allegedly owed to “Capital One Bank (USA), N.A.,”

with an account number ending in the same four digits, 9635, as the Capital One account listed in Exhibit A. A copy of the AOR letter is attached to this complaint as Exhibit B.

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

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

31. Plaintiff used Capital One credit card only for personal, family or household purposes, namely, purchases of household goods and services.

32. Plaintiff did not open or use the credit card account for any business purpose.

33. Exhibit B states the following:

Original Creditor: CAPITAL ONE BANK (USA), N.A

Charge-Off Amount: \$4096.44

Interest*: \$0.00

Non-Interest Charges/Fees*: \$0.00

Payments Made*: \$0.00

*Amount listed accrued since charge-off

34. Exhibit B also states:

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

35. Exhibit B is confusing and misleading to the unsophisticated consumer.

36. Exhibit B threatens to collect “Interest” and “Non-Interest Charges/Fees.”

Although the amounts of each in Exhibit B are \$0.00, the letter implies that there could be interest or fees added to the debt in a future letter. *Tylke v. Diversified Adjustment Serv.*, No. 14-

cv-748; 2014 U.S. Dist. LEXIS 153281, *7 (E.D. Wis. Oct. 28, 2014) (“the inclusion of a collection fee, even one showing a balance of zero, could imply the future possibility of one.”).

37. Exhibit B then states, at the end, that interest and fees are *no longer* being added to Plaintiff's account.

38. Upon information and belief, AOR does not actually add interest and fees to consumer collection accounts.

39. Further, AOR could not add any “fees” to Plaintiff's account.

40. Any purchases made with a personal credit card account were “consumer credit transactions” under the WCA, Wis. Stat. §§ 421-427.

41. Wis. Stat. § 421.301(10) defines a “consumer credit transaction”:

a consumer transaction between a merchant and a customer in which real or personal property, services or money is acquired on credit and the customer's obligation is payable in installments or for which credit a finance charge is or may be imposed, whether such transaction is pursuant to an open-end credit plan or is a transaction involving other than open-end credit. The term includes consumer credit sales, consumer loans, consumer leases and transactions pursuant to open-end credit plans.

42. Credit card transactions are, by definition, "transactions pursuant to open-end credit plans." Wis. Stat. § 421.301(27)(a).

43. The WCA specifically prohibits the attachment of collection fees and other “default charges” on consumer credit transactions, even if the fee is separately negotiated. Wis. Stat. § 422.413(1) provides:

no term of a writing evidencing a consumer credit transaction may provide for any charges as a result of default by the customer other than reasonable expenses incurred in the disposition of collateral and such other charges as are specifically authorized by chs. 421 to 427.

See also Patzka v. Viterbo College, 917 F. Supp. 654, 659 (W.D. Wis. 1996).

44. Neither Wis. Stat. § 422.202, entitled “Additional charges,” nor any other section of the WCA, lists collection fees as a permissible fee a creditor may charge in connection with a consumer credit transaction.

45. Because credit card transactions are consumer credit transactions, Exhibit B falsely states or implies that AOR has a right to add collection fees to the debt.

46. Even if a provision of any agreement between Plaintiff and the original creditor would purport to permit AOR to impose a collection fee, the WCA prohibits such fees. Wis. Stat. § 421.106(1) (“Except as otherwise provided in chs. 421 to 427, a customer may not waive or agree to forego rights or benefits under chs. 421 to 427.”); *See also Lox v. CDA, Ltd.*, 689 F.3d. 818 (7th Cir. 2012) (false representation that attorney fees would be added when they could not be, violated 1692e).

47. Exhibit B also contains the following text:

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

Exhibit B.

48. The above language is false, misleading and confusing to the unsophisticated consumer. AOR has no basis to make such claims.

49. Capital One is the eighth largest bank in the United States. https://en.wikipedia.org/wiki/Capital_One. In addition to credit cards, it specializes in home loans, auto loans, banking and savings products.

50. AOR has no basis to assert that Capital One may refer Plaintiff's account to a law firm for review for possible legal action if Plaintiff does not “establish a repayment arrangement” with AOR.

51. Upon information and belief, AOR has no input in, or inside information into Capital One's business practices with respect to lawsuits or otherwise.

52. Moreover, lawsuits are not the "regular course" for Capital One. Upon information and belief, Capital One sends the vast majority of post charge-off, delinquent accounts, including Menear's account, to collection agencies and/or to debt purchasers, and also continues ordinary, telephonic and direct mail collection efforts on its own behalf, instead of initiating legal action.

53. Upon information and belief, the decision of how to collect consumers' accounts is generally made months after letters in the form of Exhibit B is sent to customers, and is often made automatically, by computer, with little or no human input.

54. The statements about referral to an attorney network in Plaintiff's state for legal review and that Plaintiff can avoid such an action if a repayment plan with AOR is established together falsely indicates to the unsophisticated consumer that litigation is imminent.

55. Upon information and belief, Capital One has not filed a lawsuit against Plaintiff. A search of CCAP shows no civil actions filed by Capital One against Plaintiff Menear in Wisconsin, more than five months after Defendant sent Exhibit B to Plaintiff.

56. On or around December 6, 2016, AOR mailed another debt collection letter to Plaintiff Menear regarding the same alleged debt, an account allegedly owed to "Capital One Bank (USA), N.A.," with an account number ending in the same four digits, 9635. A copy of this AOR letter is attached to this complaint as Exhibit C.

57. Upon information and belief, the alleged debt identified in Exhibit C was the same Capital One account as described in Exhibits A and B.

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

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

60. Exhibit C states the following:

Balance: \$4,096.44

61. Exhibit C also contains the following text:

reviewed your account.

At this time, we would like to make you aware of some of the payment options available to you to resolve your account.

- ✓ A lump-sum reduced payoff of \$2,253.05.
- ✓ 12 monthly payments of \$204.82.
- ✓ 19 monthly payments of \$140.14.
- ✓ Pay your account in full with 42 monthly installments of \$97.52.

Exhibit D.

62. However, the “Pay your account in full with 42 monthly installments” option does not add up to the “Balance.”

63. 42 monthly payments of \$97.52 equals a total of \$4095.84.

64. The option leaves the consumer short of the amount of the “Balance.”

65. The language in Paragraph 61 is confusing and misleading to the unsophisticated consumer. Exhibit C includes a 42 month payment option to “Pay your account in full.”

66. However, the “pay in full” payment option in Exhibit C does not actually add up to the full “Balance,” or amount of the debt, as listed in Paragraph 60.

67. Exhibit C is ambiguous and capable of at least two meanings. It is unclear whether completing the “paid in full” payment plan, which does not add up to the actual amount

of the debt, would be treated as a settlement or as a partial payment against Plaintiff's full balance. Exhibit C.

68. AOR's language leaves open the possibility that the consumer will make the 42 monthly payments, only to have the entire payment applied to the actual "full balance" resulting in the consumer still owing a portion of the debt.

69. Treating the payments as being short of the actual full amount of the debt would permit AOR or third party debt collectors hired by the creditor to continue to try to collect on the same debt.

70. The unsophisticated consumer could pay the 42 monthly payments and not know whether he or she has resolved the account. Exhibit C. The language is confusing to the unsophisticated consumer.

71. Moreover, the unsophisticated consumer could not determine whether timely making all payments under the payment plan would result in the creditor representing to credit reporting agencies that the account is paid in full, settled in full, or partially paid with outstanding balance.

72. The language identified above is ambiguous and confusing. The letters purport to offer treatment of accounts as "paid in full" when the payments do not add up to the balance. The consumer who makes all the requested payments cannot know if AOR would actually treat and report the debt as settled or paid in full.

73. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt, in that a significantly larger portion of the balance may remain after a failed "settlement" than the few additional dollars or cents

remaining (usually due to the addition of interest or fees) after a “full payment.” *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000).

74. An account reported to a credit reporting agency as “settled in full” has a greater negative effect on a consumer’s credit score than an account reported as “paid in full.” Thus, consumers who are able to pay off a balance may wish to pay the entire amount instead of settle for a smaller amount to effect an improvement in their credit score.

75. AOR’s misrepresentations are material misrepresentations because they mislead the unsophisticated consumer about the nature of the settlement offer.

Bentley Letter

76. On or about June 30, 2016, AOR mailed a debt collection letter to Plaintiff regarding an alleged debt, allegedly owed to “CITIBANK, N.A.” (Citibank). A copy of this letter is attached to this complaint as Exhibit D.

77. The alleged debt identified in Exhibit D is a credit card account used for personal, family or household purposes.

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

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

80. Exhibit D contains the following text:

We can settle your past due account with our client, CITIBANK, N.A., for 45% off the balance!

We will accept \$3106.75 as a settlement.

As long as you haven't made other arrangements to repay this debt, you are eligible for this offer. For accounting purposes, to accept this offer please send the settlement amount within 30 calendar days after the date of this letter. If you wish to make a different payment proposal, please call us to discuss it.

Exhibit D.

81. The letter purports to offer a settlement of 55% of the total alleged debt.

82. The settlement offer in Exhibit D falsely states or implies that the settlement offer is valid only if payment is sent "within 30 calendar days after the date of this letter."

83. Upon information and belief, AOR had authority from the creditor to settle consumers' accounts for 55% of the amount owed, or less, at any time.

84. Statements such as a settlement offer is a "limited time offer," or that the offer expires on a specific date, or that payments must be received by that date, are false and misleading because the same offer is, upon information and belief, available at any time.

85. Such false statements are material false statements, as they impart in the unsophisticated consumer, a false belief that he or she must hurry to take advantage of a limited-time opportunity, when in reality, there is no such time limit.

86. The Seventh Circuit has established "safe harbor" language regarding settlement offers in collection letters:

As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collectors including with the offer the following language: "We are not obligated to renew this offer." The word "obligated" is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

Evory v. RJM Acquisitions Funding L.L.C., 505 F.3d 769, 775-76 (7th Cir. 2007).

87. AOR did not use the safe harbor language in Exhibit D.

88. Upon information and belief, the deadline in Exhibit D to respond to the settlement offer is a sham. There is no actual deadline. The sole purpose of the purported deadline is to impart in the consumer a false sense of urgency.

89. Plaintiffs were confused by Exhibit A, Exhibit B, Exhibit C and Exhibit D.

90. The unsophisticated consumer would be confused by Exhibit A, Exhibit B, Exhibit C and Exhibit D.

91. Plaintiffs had to spend time and money investigating Exhibit A, Exhibit B, Exhibit C and Exhibit D, and the consequences of any potential responses to Exhibit A, Exhibit B, Exhibit C and Exhibit D.

92. 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 Exhibit A, Exhibit B, Exhibit C and Exhibit D.

93. 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).

94. 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”).

95. The unsophisticated consumer fears being sued. *See, eg. Avila v. Rubin*, 84 F.3d 222, 229 (7th Cir. 1996) (“An unsophisticated consumer, getting a letter from an ‘attorney,’ knows the price of poker has just gone up. And that clearly is the reason why the dunning campaign escalates from the collection agency, which might not strike fear in the heart of the consumer, to the attorney, who is better positioned to get the debtor's knees knocking.”)

96. AOR’s and Capital One’s misrepresentations are likely to cause emotional distress to the average customer. *See* Wis. Stat. § 427.105(1) (“actual damages shall include damages caused by emotional distress or mental anguish with or without accompanying physical injury proximately caused by a violation of this chapter”); *see also Brunton v. Nuvel Credit Corp.*, 325 Wis. 2d 135, 161 n.12, 785 N.W.2d 302, 314 n.12 (2010). (In WCA actions relating to debt collection, Wisconsin courts employ the FDCPA’s objective “unsophisticated consumer” standard).

97. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.

98. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

99. 15 U.S.C. § 1692e(5) specifically prohibits: “The threat to take any action that cannot legally be taken or that is not intended to be taken.”

100. 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.”

101. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

102. 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.”

103. 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.”

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

COUNT I – FDCPA

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

106. Count I is brought on behalf of Plaintiff Bentley.

107. Exhibit D includes false statements to the effect that the settlement offer payment must be received by a specific date.

108. Upon information and belief, the creditor and/or AOR would settle Plaintiff's and class members' debts at the offered discount and likely for less at any time, regardless of the supposed deadline.

109. AOR violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT II – FDCPA

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

111. Count II is brought on behalf of Plaintiff Menear.

112. Exhibit C includes a payment plan offer that is misleading.

113. If a consumer chooses to mail in payments in an attempt to take advantage of the “pay in full” monthly installment plan listed on the letter, Defendant could, under one interpretation of Exhibit C, apply the payments toward the actual “full balance” instead of settling the debt.

114. It is also unclear whether completing the "pay in full" payment plan, which do not add up to the actual amount of the debt, would be treated as settlements because the payments are short of the actual balance.

115. Exhibit C misleads the unsophisticated consumer and encourages payments that do not actually settle the alleged debt, allowing AOR or third party debt collectors hired by the creditor to continue collecting the remaining balance.

116. Exhibit C also confuse the consumer as to whether an account would be reported to credit reporting agencies as “settled in full” or “paid in full” after completion of the payment plans, as the payments are short of the balances.

117. AOR violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), and 1692f.

COUNT III – FDCPA

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

119. Count III is brought on behalf of Plaintiff Menear.

120. The statement in Exhibit C that AOR will consider the debt paid in full if Plaintiff completes the monthly payment plan, which fails to add up to the full amount of the debt, is inherently or apparently contradictory.

121. The unsophisticated consumer would have no idea how a debt could be paid in full when the full balance was not actually paid.

122. The language is intended to make the consumer call AOR, subjecting him or her to additional collection efforts.

123. AOR violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT IV – FDCPA

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

125. Count IV is brought on behalf of Plaintiff Menear.

126. The references in Exhibit B to "Interest," "Fees," and "Non-Interest Charges" are false, misleading and confusing.

127. AOR threatened to add interest and fees to Plaintiff's debts when AOR is not entitled to any fee and does not add interest to accounts such as Plaintiff's.

128. AOR's misrepresentation of the amounts it would attempt to collect, is an unfair and/or unconscionable method by which to try and collect an alleged debt.

129. As these statements are threatening and/or confusing to the unsophisticated consumer recipient so as to falsely imply that the creditor is entitled to receive a collection fee, they are an unfair and/or unconscionable method for attempting to collect a debt.

130. The unsophisticated consumer would be confused by the nebulous references in AOR's letter to "Fees," and "Non-Interest Charges" and would have no idea what those charges are, potentially could be, or whether they would be legitimate.

131. AOR violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f and 1692f(1).

COUNT V – FDCPA

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

133. Count V is brought on behalf of Plaintiff Menear.

134. Exhibit B falsely threatens that if Plaintiff does not reach a payment agreement soon with AOR that Capital One may refer Plaintiff's account to an attorney for legal action.

135. The threat was false and misleading to the unsophisticated consumer.

136. AOR has no knowledge of or influence on Capital One's internal procedures with respect to bringing lawsuits, and thus had no basis to include the language from Exhibit B, quoted in Paragraph 47 of this Complaint.

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

COUNT VI – WCA

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

139. Count VI is brought on behalf of Plaintiff Menear.

140. Exhibit A and Exhibit B threaten an action against the consumer – legal action – notwithstanding the fact that, upon information and belief, neither AOR nor Capital One had any intention of initiating such action.

141. Instead of suing Plaintiff Menear after mailing Exhibit A, Capital One instead hired AOR to collect the debt, as evidenced by Exhibit B.

142. Further, AOR had no knowledge of Capital One's litigation procedures and no basis to threaten legal action by Capital One in Exhibit B.

143. AOR and Capital One violated Wis. Stat. § 427.104(1)(L).

144. Plaintiffs further seek injunctive relief under the WCA, Wis. Stat. § 426.109(1).

COUNT VII -- WCA

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

146. Count VII is brought on behalf of Plaintiff Menear.

147. Exhibit B threatens to enforce a right to a collection fee, even though Defendant knew or should have had reason to know that no such right existed at the time the letters were sent.

148. Exhibit B also threatens to collect interest, even though AOR does not add interest to accounts such as Plaintiffs.

149. AOR violated Wis. Stat. §§ 427.104(1)(j) and 427.104(1)(L).

CLASS ALLEGATIONS

150. Plaintiffs bring this action on behalf of four classes.

151. Class One consists of (a) all natural persons in the State of Wisconsin (b) to whom Capital One sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) and who were subsequently mailed a collection letter by AOR regarding the same Capital One account, (d) seeking to collect a debt incurred for personal, family or household purposes, (e) between March 3, 2016 and March 3, 2017, inclusive, (f) that was not returned by the postal service. Class One shall be called the "False Threat of Litigation Class," and Plaintiff Menear shall be the designated representative.

152. 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 incurred for personal, family or household purposes, (d) between March 3, 2016 and March 3, 2017, inclusive, (e) that was not returned by the postal service. Class Two shall be called the "False Threats Class," and Plaintiff Menear is the designated representative.

153. Class Three consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt incurred for personal, family or household purposes, (d) between March 3, 2016 and March 3, 2017, inclusive, (e) that was not returned by the postal service. Class Three shall be called the "Paid in Full Class," and Plaintiff Menear shall be the designated representative.

154. Class Four consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit D to the complaint in this action, (c) seeking to collect a debt incurred for personal, family or household purposes, (d) between March 3, 2016 and March 3, 2017, inclusive, (e) that was not returned by the postal service.

Class Four shall be called the "Settlement Date Class," and Plaintiff Bentley shall be the designated representative.

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

156. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendants complied with 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), 1692e(10), 1692f and 1692f(1) and Wis. Stat. §§ 427.104(1)(j) and 427.104(1)(L).

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

158. 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.

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

JURY DEMAND

160. 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 Defendants for:

- (a) actual damages;
- (b) statutory damages;

- (c) injunctive relief, including but not limited to an order that Capital One not send letters threatening a lawsuit or referral to an attorney to consumers before an actual determination is made to do so;
- (d) attorneys' fees, litigation expenses and costs of suit; and
- (e) such other or further relief as the Court deems proper.

Dated: March 3, 2017

ADEMI & O'REILLY, LLP

By: s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Denise L. Morris (SBN 1097911)
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

URGENT NOTICE. PLEASE CALL US TODAY.



Capital One Services, LLC
P.O. Box 30285
Salt Lake City, UT 84130

June 22, 2016

54659000001342761 9023 009

Diane C. Menear

S85W18600 Jean Dr.

Muskego, WI 53150-9100

25



Account Ending In: 9635

Account Balance: \$4,035.79

Card Status: 6 payments past due

Minimum Payment (to bring
account up-to-date): **\$683.00**

Lower Payment Amount (to prevent
further delinquency): **\$102.00**

ACCOUNT MAY BE SENT TO A LAWYER FOR REVIEW IF MISSED PAYMENTS CONTINUE.

Dear Diane C. Menear,

You've had this account with us since December 2007 and your business is important to us. Let's work together now to turn this around, as we will be **required to charge off this account** in less than 30 days if no payment is made.

Keep in mind that if this account is charged off, the account will be closed and you will still be responsible for paying the full balance. If you continue to miss payments, this account may be forwarded to a lawyer in your state to review for a possible lawsuit.* We want to prevent this from happening. Take a look at some of your options:

- Make your minimum payment of **\$683.00 by July 15, 2016** to bring this account out of Collections. You may be able to regain use of your card, but **you must call us to discuss this option** before making your payment. Call **1-800-955-6600** for details.
- If you can't quite make that payment, you can make a lower payment amount of **\$102.00 by July 15, 2016**. This amount won't bring your account up-to-date, but it will prevent your account from charging off at this time.
- We also have flexible payment options that let you split payments up over a few months.

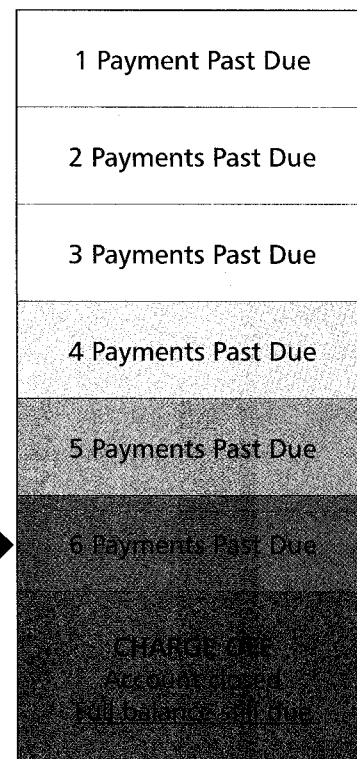
We want to help. **It's important you call us today at 1-800-955-6600.** We're available Mon.-Fri. from 8 a.m. to 11 p.m. ET, and Sat. and Sun. from 8 a.m. to 5 p.m. ET.

Sincerely,

The Customer Solutions Team
Capital One Services, LLC

*No decision has been made to sue you yet. You'll have an opportunity at any court hearing to raise any applicable defenses or property exemptions.

WHERE YOU STAND.



© 2016 Capital One. Capital One is a federally registered service mark. All rights reserved.
PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

OID:19359 Letter ID 19359

1. Who We Are. Capital One Services, LLC is the servicer of your referenced account unless this communication or a separate communication has informed you of another current servicer. We are a subsidiary of Capital One, National Association, and service the following Capital One affiliated companies:

- Capital One Bank (USA), National Association
- Capital One, National Association

The name of your creditor has been previously disclosed to you and is identified for purposes of this communication by your account number.

2. State and Local Disclosures. If you receive this communication in Connecticut, the District of Columbia, Hawaii, Iowa, New York City, North Carolina, or Oregon and your account involves a debt owed primarily for personal, family, household, or other consumer purpose(s), or if you receive this communication in Vermont irrespective of the nature of the debt associated with your account, the following disclosure is required by state or local law:

This is an attempt to collect a (consumer) debt (claim). Any information obtained will be used for that purpose.

The following disclosure is required by state law if your account involves a debt owed primarily for personal, family, household, or other consumer purpose(s) and you receive this communication in Hawaii, Iowa, or Oregon:

This communication is from a debt collector.

The following disclosure is required by state law if your account involves a debt owed primarily for personal, family, household, or other consumer purpose(s) and you receive this communication in Massachusetts:

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY 10 DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

This is not a complete list of the rights that you might have. The terms above in this Section are defined by applicable state or local law. Pursuant 15 USC 1692a(6)(B) and (F) of the Fair Debt Collection Practices Act, Capital One Services, LLC is not a debt collector under federal law.

3. Bankruptcy. If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess, or recover a debt or claim. Do not send any payments directly to us without speaking with your attorney or Bankruptcy Trustee.

4. Electronic Check Conversion. 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 deposit 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 deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check.

5. Interest and Charges Continue to Accrue. All stated amounts are owed on the date of this communication. If applicable, your account may be charged interest, late charges, and other charges that might change from day to day as provided in your agreement. As a result, the amount due on the day you pay us may be larger than the amount stated in this communication. For example, if you pay the amount stated in this communication, your account might still have a balance after we receive your payment. If your account has already charged off, you will not incur any additional interest or fees.

6. Time Period for Payment or Other Action. Unless we provide a specific date, any time period for your payment or other action begins on the date of this communication.

7. IRS Reporting of Debt Forgiveness. If we cancel or forgive \$600 or more of principal on a debt you owe we will provide you a 1099-C tax form, if required by law. Please consult your tax advisor and the instructions accompanying any tax forms for more information.

8. Credit Reporting of Your Settled Account. If we report your settled account to a consumer reporting agency (credit bureau), we will report it as paid in full for less than the full balance.

Contact Information	
Credit Cards—Collections	Credit Cards—Charged Off
1-800-955-6600 Mon–Fri: 8 a.m.–11 p.m. ET & Sat–Sun: 8 a.m.–5 p.m. ET	1-800-258-9319 Mon–Fri: 8 a.m.–9 p.m. ET

Exhibit B



We strive to offer the best experience and simple payment options.

September 19, 2016

Name: DIANE C MENEAR
Account Number: [REDACTED] 4491
Creditor Reference Number: XXXXXXXXXXXX9635
Creditor: CAPITAL ONE BANK (USA), N.A.
Balance: \$4096.44
Telephone: 800-279-3480

Original Creditor: CAPITAL ONE BANK (USA), N.A.
Charge-Off Amount: \$4096.44
Interest*: \$0.00
Non-Interest Charges/Fees*: \$0.00
Payments Made*: \$0.00
*Amount listed accrued since charge-off

Initial Placement Notice

Dear DIANE C MENEAR,

Our client, CAPITAL ONE BANK (USA), N.A., has placed your account with us for collections. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

Our goal is to offer payment solutions that fit your needs, including making affordable payments or offering you a reduction in the amount required to resolve this debt. Our representatives would be happy to assist you in exploring your options. Just give us a call at 800-279-3480.

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

If you would like to setup a payment arrangement online, you can visit our online payment website at www.aonezpay.com.

IMPORTANT DISCLOSURES:

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 after receiving this notice that you dispute the validity of this debt or any portion of it, 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 of 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. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

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

✂ Detach Bottom Portion And Return With Payment ✂

S: 124951-L: 3697-O: CP1-DEF-3697-207

PO Box 1259
Dept. 114164
Oaks, PA 19456



↑ Mail return address only; send no letters

To contact us regarding your account, call:
800-279-3480

AllianceOne
Receivables Management, Inc.

Regarding: CAPITAL ONE BANK (USA), N.A.		
Creditor Reference Number	Balance	Amount Enclosed
XXXXXXXXXXXX9635	\$4096.44	\$

You can pay online at www.aonezpay.com.

↓ Please make check or money order payable to:

AllianceOne Receivables Management Inc
PO Box 3111
Southeastern, PA 19398-3111



DIANE C MENEAR
S85W18600 JEAN DR
MUSKEGO WI 53150-9100

Exhibit C



AllianceOne

Receivables Management, Inc.

Send Correspondence To:
4850 Street Rd. Suite 300
Trevose, PA 19053

December 6, 2016

We strive to offer the best experience and simple payment options.

Name: DIANE C MENEAR
Account Number: [REDACTED] 4491
Creditor Reference Number: XXXXXXXXXXXX9635
Creditor: CAPITAL ONE BANK (USA), N.A
Balance: \$4,096.44
Telephone: 800-279-3480

Avoid Possible Legal Referral - Various Payment Options

Dear DIANE C MENEAR,

Our client, CAPITAL ONE BANK (USA), N.A, indicates that if we are unable to work out a suitable arrangement with you, your account is eligible for referral by our client to an attorney to review for possible legal action. We are here to provide you a way to avoid possible referral for legal review. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account.

At this time, we would like to make you aware of some of the payment options available to you to resolve your account.

- ✓ A lump-sum reduced payoff of \$2,253.05.
- ✓ 12 monthly payments of \$204.82.
- ✓ 19 monthly payments of \$140.14.
- ✓ Pay your account in full with 42 monthly installments of \$97.52.

To accept one of the payment options above, please remit the specified payment within 21 calendar days after the date of this letter. If you can't take advantage of one of the offers above within that amount of time, please call 800-279-3480 to discuss other payment options.

We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

AllianceOne has #Gone Green, visit <https://emailportal.allianceoneinc.com/> and sign up if you would like to begin receiving emailed notices!

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

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

✂ Detach Bottom Portion And Return With Payment ✂

S: 124881-L: 4824-O: CP1-DEF-4824-5244

To contact us regarding your account, call:
800-279-3480

AllianceOne
Receivables Management, Inc.

PO Box 1259
Dept. 114164
Oaks, PA 19456



↑ Mail return address only; send no letters



DIANE C MENEAR
S85W18600 JEAN DR
MUSKEGO WI 53150-9100

Regarding: CAPITAL ONE BANK (USA), N.A

Creditor Reference Number	Balance	Amount Enclosed
XXXXXXXXXXXX9635	\$4,096.44	\$.

You can now receive emailed notices, sign up at
<https://emailportal.allianceoneinc.com/>.

↓ Please make check or money order payable to:

AllianceOne Receivables Management Inc
PO Box 3111
Southeastern, PA 19398-3111



Exhibit D

AllianceOne

Receivables Management, Inc.

4850 Street Rd. Suite 300
Trevose, PA 19053

↑ Please send all correspondence to the above address

Telephone: 866-672-3308
June 30, 2016

Name: CANDICE BENTLEY
Account Number: [REDACTED] 1697
Creditor Reference Number: XXXXXXXXXXXX5563
Creditor: CITIBANK, N.A.

We can settle your past due account with our client, CITIBANK, N.A., for 45% off the balance!

We will accept \$3106.75 as a settlement.

Please follow the instructions outlined:

1. Make your money order or check payable as shown below.
2. Document payment as "Settled"

Upon receipt and clearance of your payment, we will notify our client that you have satisfied your account. If you have any questions or concerns, please call our office and a friendly agent will assist you.

Telephone: 866-672-3308

As long as you haven't made other arrangements to repay this debt, you are eligible for this offer. For accounting purposes, to accept this offer please send the settlement amount within 30 calendar days after the date of this letter. If you wish to make a different payment proposal, please call us to discuss it.

AllianceOne has #Gone Green, visit <https://emailportal.allianceoneinc.com/> and sign up if you would like to begin receiving emailed notices!

Our client, CITIBANK, N.A., indicates that this matter pertains to your CITI VISA account. All further communication should be directed to this office.

CITIBANK, N.A. will report any discharge of indebtedness as required by the Internal Revenue Code and corresponding IRS regulations. Please contact your tax advisor if you have any questions.

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

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

✂ Detach Bottom Portion And Return With Payment ✂

S: 114899-L: 4055-O: CB6-DEF-4000-547

To contact us regarding your account, call:
866-672-3308

AllianceOne
Receivables Management, Inc.

PO BOX 3004
Dept. 114165 (1)
PHOENIXVILLE PA 19460-0919



↑ Mail return address only; send no letters

Regarding: CITIBANK, N.A.

Creditor Reference Number	Balance	Settlement Amount
XXXXXXXXXXXX5563	\$5648.63	\$ \$3106.75

You can now receive emailed notices, sign up at
<https://emailportal.allianceoneinc.com/>.

↓ Please make check or money order payable to:

CANDICE BENTLEY
706 SANDY BEACH RD
BELGIUM WI 53004-9739

Citibank
AllianceOne Receivables Management Inc.
PO Box 3107
Southeastern, PA 19398-3107

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**

Diane Menear and Candice Bentley

(b) County of Residence of First Listed Plaintiff Waukesha

(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**

Alliance One Receivables Management, Inc., et al.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF 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 the 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

SIGNATURE OF ATTORNEY OF RECORD

March 3, 2017

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Diane Menear and
Candice Bentley

Plaintiff

v.

Alliance One Receivables Management, Inc. and
Capital One Bank USA, N.A.

Defendant

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Civil Action No. 17-cv-318

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ALLIANCE ONE RECEIVABLES MANAGEMENT, INC.
c/o CT CORPORATION SYSTEM
8020 Excelsior Dr., Suite. 200
Madison, WI 53717

A lawsuit has been filed against you.

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

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

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-318

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:

Print

Save As...

Case 1:17-cv-00018 Filed 03/03/17 Page 2 of 2 Document 1-2

Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Diane Menear and
Candice Bentley

Plaintiff

v.

Alliance One Receivables Management, Inc. and
Capital One Bank USA, N.A.

Defendant

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)
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Civil Action No. 17-cv-318

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CAPITAL ONE BANK (USA), N.A.
1680 Capital One Drive
McLean, VA 22102-3491

A lawsuit has been filed against you.

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

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

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-318

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:

Print

Save As...

Case 1:17-cv-00018 Filed 03/03/17 Page 2 of 2 Document 1-1

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Case Names Alliance One Receivables Management, Capital One Bank](#)
