

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

SHARON MEYER, Individually and on Behalf of)	Case No.: 18-cv-484
All Others Similarly Situated,)	
	CLASS ACTION COMPLAINT
Plaintiff,)	
v.)	
	Jury Trial Demanded
CAVALRY PORTFOLIO SERVICES, LLC, and)	
CAVALRY SPV I, LLC,)	
Defendants.)	

INTRODUCTION

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

JURISDICTION AND VENUE

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

PARTIES

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

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

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that she allegedly engaged in consumer credit transactions – purchases of household goods and services with a personal credit card.

6. Defendant Cavalry Portfolio Services, LLC (“CPS”) is a debt collection agency with its principal offices located at 500 Summit Lake Drive Ste 400, Valhalla, New York 10595.

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

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

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

10. Defendant Cavalry SPV I, LLC (“Cavalry SPV”) is a foreign limited liability company with its primary offices located at principal offices located at 500 Summit Lake Drive Ste 400, Valhalla, New York 10595.

11. Cavalry SPV is engaged in the business of collecting debts, in that it purchases and receives assignment of consumer debts that are in default at the time Cavalry SPV acquires them.

12. CPS and Cavalry SPV are related entities with a common purpose – the collection of defaulted consumer credit card debt. Cavalry SPV purchases and owns consumer debts and CPS collects those debts. Except when specifically referring to one Cavalry entity or the other, CPS and Cavalry SPV are hereinafter referred to collectively as “Cavalry.”

13. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or

services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

14. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017).

15. The primary purpose of Cavalry’s business, and Cavalry’s principal purpose, is the collection of consumer debts. Cavalry’s website contains an “About Us” webpage, which states: “Founded in 2002, Cavalry is a leader in the acquisition and management of non-performing consumer loan portfolios.” *See* <http://www.cavalryportfolioservices.com/about.html>.

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

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

18. Debt purchasers, including Cavalry SPV, are also debt collectors as a matter of Wisconsin law. On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

19. Wis. Stat. § 427.103(3) defines debt collector:

Any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.

(emphasis added).

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

21. At a minimum, debt buyers like Cavalry SPV engage in debt collection indirectly through their servicing agents, like Cavalry. *See, eg. Mitchell v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 206440 *16 (“‘[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,’ and that ‘[d]ebt buyers don’t buy debts to use them as wallpaper, but to turn them into money’” (citing Pl.’s Reply Br.)).

22. Cavalry SPV is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former consumer credit card account, originally owed to Citibank, N.A. (“Citibank”). Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to

a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”).

23. The WCA’s debt collection chapter applies to all persons collecting, either directly or indirectly, consumer debts, including debts owed to themselves.

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

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

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

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

26. Cavalry SPV uses ordinary collection methods such as mail and telephone communications, third-party debt collectors, including Cavalry, and civil lawsuits to collect allegedly defaulted debts that have been assigned to them.

27. Cavalry SPV is a debt collector as defined in Wis. Stat. § 427.103(3).

FACTS

Plaintiff’s “Citi ThankYou Preferred Card” Credit Card Account

28. Sometime prior to February 12, 2016, Plaintiff’s “Citi ThankYou Preferred Card” credit card account, issued by Citibank and with an account number ending 5022, went into default.

29. On or about February 12, 2016, Citibank mailed Plaintiff an account statement regarding her alleged Citibank account ending in 5022. A copy of this account statement is attached to this complaint as Exhibit A.

30. Exhibit A contains the following:

Minimum payment due:	\$959.31
New balance:	\$2,980.32
Payment due date:	03/10/16

Exhibit A.

31. Exhibit A states that, as of February 12, 2016, Plaintiff's account had a "New Balance" of \$2,980.32, a "Minimum payment due" of \$959.31 and a "Payment due date" of March 10, 2016.

32. On or about March 14, 2016, Citibank mailed Plaintiff an account statement regarding her alleged Citibank account ending in 5022. A copy of this account statement is attached to this complaint as Exhibit B.

33. Exhibit B contains the following:

Minimum payment due:	\$3,023.27
New balance:	\$3,023.27
Payment due date:	04/10/16

Exhibit B.

34. Exhibit B states that, as of March 14, 2016, Plaintiff's account had a "New Balance" of \$3,023.27, a "Minimum payment due" of \$3,023.27 and a "Payment due date" of April 10, 2016.

Debt Collection Letters

35. On or about May 13, 2016, United Collection Bureau, Inc. (“UCB”) mailed a debt collection letter to Plaintiff regarding the alleged Citibank debt. A copy of this letter is attached to this complaint as Exhibit C.

36. Exhibit C contains the following:

Creditor:	CITIBANK, N.A.
Regarding:	CITI MASTERCARD
Last Four Digits of Creditor Account Number:	XXXXXXXXXXXX5022
United Collection Bureau, Inc. Reference Number:	██████████0911
Current Account Balance:	\$3023.27

Exhibit C.

37. Exhibit C states that, as of May 13, 2016, the “Current Account Balance” for Plaintiff’s “CITI MASTERCARD” account ending in 5022 was \$3,023.27, the same balance as stated in Exhibit B, the account statement Citibank mailed Plaintiff on or about March 14, 2016.

38. On or about June 16, 2016, GC Services Limited Partnership mailed a debt collection letter to Plaintiff regarding the alleged Citibank debt. A copy of this letter is attached to this complaint as Exhibit D.

39. Exhibit D contains the following:

YOU OWE: Citibank, N.A. CLIENT ACCOUNT NUMBER: ENDING 5022	GC NUMBER: ██████████1241 BALANCE DUE: \$3,023.27
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PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

June 16, 2016

File Number: ██████████9519
Client Account Number: **ENDING 5022**

RE: CITI MASTERCARD

Dear SHARON L MEYER,

We are writing to let you know that your account with Citibank, N.A., with an overdue balance of \$3,023.27, has been referred to us.

Exhibit D.

40. Exhibit D states that, as of June 16, 2016, the “Current Account Balance” for Plaintiff’s “CITI MASTERCARD” account ending in 5022 was \$3,023.27, the same balance as stated in Exhibit B, the account statement Citibank mailed Plaintiff on or about March 14, 2016.

41. On or about December 13, 2016, AllianceOne Receivables Management, Inc. (“AllianceOne”) mailed a debt collection letter to Plaintiff regarding the alleged Citibank debt. A copy of this letter is attached to this complaint as Exhibit E.

42. Exhibit E contains the following:

Regarding: CITIBANK, N.A.		
Creditor Reference Number	Balance	Amount Enclosed
XXXXXXXXXXXX5022	\$3,023.27	\$.

Exhibit E.

43. Exhibit E states that, as of December 13, 2016, the “Current Account Balance” for Plaintiff’s “CITI MASTERCARD” account ending in 5022 was \$3,023.27, the same balance as stated in Exhibit B, the account statement Citibank mailed Plaintiff on or about March 14, 2016.

44. Plaintiff received Citibank’s account statements, and the debt collection letters UCB, GC Services, and AllianceOne mailed Plaintiff on Citibank’s behalf, and took note of the balances stated in those account statements and debt collection letters.

Sale of Plaintiff’s Account to Defendants

45. On or about August 8, 2017, Cavalry mailed a debt collection letter to Plaintiff regarding an alleged debt owed to Cavalry SPV, originally owed to Citibank, and associated with Plaintiff’s Citibank account ending in 5022. A copy of this letter is attached to this complaint as Exhibit F.

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

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

48. Upon information and belief, Exhibit F was the first debt collection letter Cavalry mailed to Plaintiff regarding the alleged debt allegedly owed to Cavalry SPV.

49. Exhibit F contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that a debt collector send within five days of the initial communication:

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

Exhibit F.

50. Exhibit F also contains the following:

RE: Original Institution:	Citibank, N.A.
Original Account No.:	[REDACTED] 5022
Cavalry Account No.:	[REDACTED] 9456
Outstanding Balance:	\$2980.32

Exhibit F.

51. Exhibit F states that, as of August 8, 2017, Plaintiff's account with Cavalry SPV had an "Outstanding Balance" of \$2,980.32.

52. Upon information and belief, Cavalry and Cavalry SPV are affiliated entities.

53. Upon information and belief, Citibank sold Plaintiff's account to Cavalry and/or Cavalry SPV along with a "portfolio" of other "bad," "distressed," or "toxic" credit card accounts. See, e.g., *Harvey v. Great Seneca Fin. Corp.*, 2005 U.S. Dist. LEXIS 37002, at *8 (S.D. Ohio July 18, 2005) (debt buyers may "specialize[] in the purchase of and the collection of

distressed consumer debt consisting of old defaulted and delinquent obligations or accounts which it purchases in bulk and at a discount from prior creditors.”).

54. Upon information and belief, at the time Citibank sold this portfolio of accounts to Cavalry and/or Cavalry SPV, Citibank transmitted underlying account information for these accounts to Cavalry and/or Cavalry SPV and Cavalry and Cavalry SPV had access to this account information.

55. Upon information and belief, at the time Citibank sold this portfolio of accounts to Defendants, Citibank transmitted underlying account history for the accounts, including copies of Citibank’s account statements and any debt collection letters third party debt collectors sent on Citibank’s behalf. *See Livermore v. Unifund CCR LLC*, 2018 U.S. Dist. LEXIS 12643, at *2-3 (E.D. Wis. Jan. 26, 2018).

56. Upon information and belief, the account information that Citibank transmitted to Cavalry and/or Cavalry SPV states that the “SALE AMOUNT” of the debt is \$2,980.32 but that the “CURRENT BALANCE” of the debt is \$3,023.27. *See Livermore*, 2018 U.S. Dist. LEXIS 12643, at *2-3.

57. Upon information and belief, the balance stated in Cavalry’s letter, \$2,980.32 is based on the balance stated in Exhibit A rather than the balance stated in Exhibit B.

58. Upon information and belief, Cavalry’s letter misstates the amount of the debt because it does not include the last month of interest. *See Livermore*, 2018 U.S. Dist. LEXIS 12643, at *2-3.

59. Understating the balance of the debt is a material misrepresentation. *See Muller v. Midland Funding*, 2016 U.S. Dist. LEXIS 68939, at *6-8 (W.D. Mo. May 26, 2016) (denying judgment on the pleadings where debt buyer understated amount of the debt); *McDermott v.*

Marcus, Errico, Emmer & Brooks, P.C., 911 F. Supp. 2d 1, *62-63 (D. Mass. Nov. 20, 2012) (“MEEB therefore understated the amount of legal fees owed for both units in the first May 17, 2005 letter. MEEB’s false representation of the amount of the debt through May 17, 2005, thus violated section 1692e(2)(A).”), *amended in part*, 969 F. Supp. 2d 74 (D. Mass. 2013), *aff’d in part, rev’d in part and remanded*, 775 F.3d 109, 127-28 (1st Cir. 2014) (affirming magistrate judge’s finding that debt collector violated FDCPA but did not act willfully or knowingly because “in at least one instance, MEEB’s incorrect statement about the amount owed by McDermott went in McDermott’s favor (i.e., MEEB said he owed less than he really did), which supports her finding that MEEB was not simply trying to increase its legal fees.”); *Pickard v. Lerch*, 2005 U.S. Dist. LEXIS 45457, at *13 (S.D. Ind. May 26, 2005) (“The fact that Wright decided to underestimate the amount of debt allegedly owed rather than overestimate is unavailing.”).

60. Understating the balance of a credit card debt has real life consequences for the consumer. Debt collectors generally do not forgive the difference between the understated balance and the real balance. Consumers who believe they have paid off an account in full are frequently contacted, sometimes years later, by the same or different debt collectors seeking the unpaid amount plus interest, which is often substantial.

61. Where the “sale amount” of a debt is less than the charge off balance, even if debt buyers initially attempt to collect only the “sale amount,” giving the appearance that the difference between the “sale amount” and the current balance was unilaterally forgiven, the debt collector may still attempt to collect the entire balance due at charge off. *See, eg. Midland Funding LLC v. Minh Tran Et Al*, Case No. CGC 14 542668 (Cal. Super. Ct., filed Nov. 12,

2014) (debt collector initially mailed collection letters seeking a “sale amount” of \$1,816.44 but later sued for the charge off balance of \$1,856.44).

62. The unsophisticated consumer who paid the understated amount would be misled into believing that the account was paid in full when in reality, a portion remains unpaid.

63. Alternatively, Cavalry’s letter states the correct amount of the debt but does so in an unfair, deceptive, and misleading way because it does not explain how the balance was calculated, information which the debtor needs to assess any interest or fees sought by Defendants may likewise have been invalid. *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562 (7th Cir. 2004) (debtor stated claims under 15 U.S.C. §§ 1692e(2)(A) and 1692f because debt collector’s failure to itemize an accurate, but confusing, balance impaired her ability to knowledgeably assess the validity of the debt); *Pickard v. Lerch*, 2005 U.S. Dist. LEXIS 45457, at *13-14 (S.D. Ind. May 26, 2005) (failure to explain contradiction between two different balances was materially misleading because “even if the Wright letter was not literally false in its statement of the amount of the debt, the Wright letter was confusingly misleading.”).

The FDCPA

64. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the

collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

65. The Seventh Circuit has held that whether a debt collector's conduct violates the FDCPA should be judged from the standpoint of an "unsophisticated consumer." *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). "The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled." *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

66. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

67. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680

(Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989)

68. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge

to Plaintiff's standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) ("When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit."); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) ("Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute," (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

69. 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").

70. 15 U.S.C. § 1692e generally prohibits "any false, deceptive, or misleading representation or means in connection with the collection of any debt."

71. 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."

72. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of—the character, amount, or legal status of any debt.”

73. 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.”

74. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

75. 15 U.S.C. § 1692g(a) states:

a) Notice of debt; contents

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

(1) the amount of the debt;

76. The Seventh Circuit has held that a debt collector must state the correct amount of the debt on the date a letter is sent to a consumer. *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000):

It is no excuse that it was “impossible” for the defendants to comply when as in this case the amount of the debt changes daily. What would or might be impossible for the defendants to do would be to determine what the amount of the debt might be at some future date if for example the interest rate in the loan agreement was variable. What they certainly could do was to state the total amount due--interest and other charges as well as principal--on the date the dunning letter was sent. We think the statute required this.

77. The debt collector must make the 15 U.S.C. § 1692g disclosures in a non-confusing manner. *See Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997); *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000); *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 317-18 (7th Cir. 2016).

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

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

79. The Seventh Circuit has also held that a debt collector may not hide the character of a debt; thus where a balance is subject to adjustments that would potentially confuse the unsophisticated consumer as to the amount and character of the debt, "one simple way to comply with § 1692e and § 1692f in this regard would be to itemize the various charges that comprise the total amount of the debt." *Fields v. Wilber Law Firm P.C.*, 383 F.3d 562, 566 (7th Cir. 2004).

80. Where a debt collector has actual or imputed knowledge that the balance of a debt is subject to charges or adjustments that would confuse or mislead a debtor as to the character of that debt, the debt collector must provide adequate notice and disclosure as to the character of the debt and the basis for the adjustments. *Acik v. I.C. Sys.*, 640 F. Supp. 2d 1019, 1023-25 (N.D. Ill. Aug. 6, 2009) ("The question under section 1692e is not whether these charges were fair or proper, but whether the fees were 'clearly and fairly communicated' so that Acik could ascertain the fees' validity.") (applying *Fields*, 383 F.3d 562 (7th Cir. 2004)).

The WCA

81. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

82. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

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

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

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

86. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See*

Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

87. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

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

89. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

90. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer”

91. 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.”

92. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

93. DFI has ruled that conduct that violates the FDCPA also violates the WCA.

DFI–Bkg 74.16 Oppressive and deceptive practices prohibited. A licensee shall not engage in any oppressive or deceptive practices. In attempting to collect an alleged account, bill or other indebtedness, a licensee shall not do any of the following: ...

(9) Engage in other conduct which can reasonably be expected to threaten or harass the debtor or a person related to the debtor including conduct which violates the Federal Fair Debt Collection Practices Act.

94. Misrepresenting the amount of the debt is “conduct which violates the [FDCPA]” and WCA. 15 U.S.C. § 1692e(2)(a), 1692g(a)(1); Wis. Admin. Code § DFI-Bkg 74.16(9).

COUNT I – FDCPA

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

96. Exhibit F states that the “Outstanding Balance” is \$2,980.32 but, upon information and belief, the account information Citibank transmitted, which Cavalry and Cavalry SPV had prior to sending Exhibit F, shows that Cavalry and Cavalry SPV knew or should have known that the “Current Balance” of the account was \$3,203.27.

97. Cavalry misrepresented the amount of the debt.

98. Cavalry, and both CPS and Cavalry SPV independently, knew Plaintiff had not made a payment on the account since it had charged off.

99. Cavalry, and both CPS and Cavalry SPV independently, knew that Exhibit F’s use of the phrase “Outstanding Balance,” alongside Defendants’ attempt to collect an amount less than the current account balance, would confuse the unsophisticated consumer about the amount, character, and legal status of the debt because Cavalry knew Plaintiff had recently received account statements and debt collection letters attempting to collect different amounts on the same account. *See Fields*, 383 F.3d at 566.

100. Defendants failed to provide any explanatory language or itemization of credits to clarify why the amount of the debt decreased after charge off even though Plaintiff had not made a payment.

101. Cavalry violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), and 1692g(a)(1).

COUNT II – WCA

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

103. Exhibit F states that the “Outstanding Balance” is \$2,980.32 but, upon information and belief, the account information Citibank transmitted, which Cavalry had prior to sending Exhibit F, shows that Cavalry, and both CPS and Cavalry SPV independently, knew or should have known that the “Current Balance” of the account was \$3,203.27.

104. Cavalry misrepresented the amount of the debt.

105. Cavalry, and both CPS and Cavalry SPV independently, knew Plaintiff had not made a payment on the account since it had charged off.

106. Cavalry, and both CPS and Cavalry SPV independently, knew that Exhibit F’s use of the phrase “Outstanding Balance,” alongside Defendants’ attempt to collect an amount less than the current account balance, would confuse the unsophisticated consumer about the amount, character, and legal status of the debt because Cavalry knew Plaintiff had recently received account statements and debt collection letters attempting to collect different amounts on the same account. *See Fields*, 383 F.3d at 566.

107. Defendants failed to provide any explanatory language or itemization of credits to clarify why the amount of the debt decreased after charge off even though Plaintiff had not made a payment.

108. Misrepresenting the amount of the debt is “conduct which violates the [FDCPA]” and WCA. 15 U.S.C. § 1692e(2)(a), 1692g(a)(1); Wis. Admin. Code § DFI-Bkg 74.16(9).

109. Defendants violated Wis. Stat. § 427.104(1) and Wis. Admin. Code § DFI-Bkg 74.16(9).

CLASS ALLEGATIONS

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

111. Class I (“Nationwide Class”) consists of (a) all natural persons in the United States of America (b) who were sent a collection letter in the form represented by Exhibit F to the complaint in this action, (c) seeking to collect a debt owed to Cavalry or Cavalry SPV and originally owed to Citibank, (d) which debt was incurred for personal, family or household purposes, (e) in which Cavalry represented the balance to be the “SALE AMOUNT,” instead of the “CURRENT BALANCE” as provided by Citibank, (f) between March 27, 2017 and March 27, 2018, inclusive, (g) that was not returned by the postal service. Excluded from the class are individuals whose differences in balance are attributed solely to additional interest assessed by Defendants after Citibank assigned the debt to Defendants.

112. Class II (“Wisconsin Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit F to the complaint in this action, (c) seeking to collect a debt owed to Cavalry or Cavalry SPV and originally owed to Citibank, (d) which debt was incurred for personal, family or household purposes, (e) in which Cavalry represented the balance to be the “SALE AMOUNT,” instead of the “CURRENT BALANCE” as provided by Citibank, (f) between March 27, 2017 and March 27, 2018, inclusive, (g) that was not returned by the postal service. Excluded from the class are individuals whose differences in balance are attributed solely to additional interest assessed by Defendants after Citibank assigned the debt to Defendants.

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

114. There are questions of law and fact common to the members of the 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 the FDCPA and the WCA.

115. Plaintiff's claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

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

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

JURY DEMAND

118. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: March 27, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com
bslatky@ademilaw.com

EXHIBIT A

Citi ThankYou® Preferred Card



SHARON L MEYER

Member Since 2013 Account number ending in: 5022

Billing Period: 01/15/16-02/12/16

How to reach us

www.citicards.com

1-800-846-8444

BOX 6500 SIOUX FALLS, SD 57117

Minimum payment due: **\$959.31**
New balance: **\$2,980.32**
Payment due date: **03/10/16**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the variable Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 year(s)	\$5,033

For information about credit counseling services, call 1-877-337-8188.

Your account is past due. Please pay at least the minimum payment due, which includes a past due amount of \$560.37 and an overlimit amount of \$330.32.

Account Summary

Previous balance	\$2,940.70
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$39.62

New balance **\$2,980.32**

Credit Limit

Credit limit **\$2,650**

Includes \$0 cash advance limit



P.O. Box 6004
Sioux Falls, SD 57117-6004

Your Statement Is Inside



Pay online www.citicards.com



Pay by phone 1-800-846-8444



Pay by mail Use this coupon

- Enclose a valid check or money order payable to CITI CARDS. No cash or foreign currency.
- Write the last four digits of your account number on your check.

Minimum payment due **\$959.31**
New balance **\$2,980.32**
Payment due date **03/10/16**

Amount enclosed: \$

Account number ending in 5022

L TN117942 TBZ 015225



SHARON L MEYER
11528 W COLDSRING RD
MILWAUKEE WI 53228

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045



About Interest Charges

How We Calculate Interest. We calculate it separately for each balance shown in the Interest Charge Calculation table. We use the **daily balance method (including current transactions)** if the Balance Subject to Interest Rate is followed by (D). We figure the interest charge by multiplying the daily balance by its daily periodic rate each day in the billing period. To get a daily balance, we take the balance at the end of the previous day, add the interest on the previous day's balance and new charges, subtract new credits or payments, and make adjustments. The Balance Subject to Interest Rate is the average of the daily balances. We use the **average daily balance method (including current transactions)** if the Balance Subject to Interest Rate is followed by (A). To get an average daily balance, we take the balance at the end of the previous day, add new charges, subtract new credits or payments, and make adjustments. We add all the daily balances and divide by the number of days in the billing period. We figure the interest charge by multiplying the average daily balance by the monthly periodic rate, or by the daily periodic rate and by the number of days in the billing period, as applicable.

Minimum Interest Charge. If we charge interest, it will be at least \$0.50.

How to Avoid Paying Interest on Purchases. Your due date is at least 23 days after the close of each billing period. We will not charge you any interest on purchases if you pay your New Balance by the due date each month. This is called a grace period on purchases. If you do not pay the New Balance in full by the due date, you will not get a grace period on purchases until you pay the New Balance in full for two billing periods in a row. We will begin charging interest on cash advances and balance transfers on the transaction date.

Your Rights**What To Do If You Find A Mistake On Your Statement.**

If you think there is an error on your statement, visit us online at the url above or write to the Customer Service address shown on the front.

In your letter, give us the following information:

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

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

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

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

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

Your Rights if You Are Dissatisfied With Your Credit Card Purchases.

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us online or in writing at the Customer Service address shown on front of statement.

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

Notification of Disputed Item

You can file a billing dispute or check the status of an existing dispute online at the url above. You can also check the status of an existing billing dispute by contacting the customer service number on the top of this page.

Other Account and Payment Information

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address shown below.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order. No cash or foreign currency please.
- Include your name and the last four digits of your account number.

How to Report a Lost or Stolen Card. Call the Customer Service number at the top of the page.

Balance Transfers. Balance Transfer amounts are included in the "Purchases" line in the Account Summary.

Membership Fee. Some accounts are charged a membership fee. To avoid paying this fee, notify us that you are closing your account within 30 days of the mailing or delivery date of the statement on which the fee is billed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we've reported inaccurate information, please write to us at the Customer Service address on your statement.

Payment Amount

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

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Payments other than by mail

Online. Visit www.citicards.com to enroll in Online Bill Pay and make a payment. When you enroll in Online Bill Pay you can schedule your payments up to ninety days in advance using the "Other" payment option. For security reasons, you may not be able to pay your entire new balance the first time you make a payment online.

Phone. Call 1-800-846-8444 to make a payment. There is no fee for this service.

AutoPay. Visit autopay.citicards.com to enroll in AutoPay and have your payment amount automatically deducted each month on your payment date from the payment account you choose.

Express mail. Send payment by express mail to:

CITI CARDS
Attention: Bankcard Payments Department
6716 Grade Lane
Building 9, Suite 910
Louisville, KY 40213

Crediting Payments other than by Mail. The payment cutoff time for Online Bill Payments, Phone Payments, and Express mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount of the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

We recently notified you that the maximum late and returned check fees on your account were increasing to \$38, among other changes. We want you to know that we did not increase the maximum late and returned payment fees to \$38. The maximum late and returned payment fee is \$37. All other changes identified in the notice became effective as of the date identified on that notice.

Account Summary

Trans. date	Post date	Description	Amount
----------------	--------------	-------------	--------

Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
02/12	INTEREST CHARGED TO STANDARD PURCH	\$38.01
02/12	INTEREST CHARGED TO OFFER-004	\$1.61
Total interest charged in this billing period	\$39.62	

2016 totals year-to-date

Total fees charged in 2016	\$37.00
Total interest charged in 2016	\$80.85

Interest charge calculation

Days in billing cycle: 29

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	17.24% (V)	\$2,774.94 (D)	\$38.01
Offer 4	10.99%	\$184.85 (D)	\$1.61
(Balance Transfer Rate Expires 12/01/16)			
ADVANCES			
Standard Adv	25.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Minimum Payment Due includes past due amounts. Your account may be with a collection vendor and when you call our number, you may be referred to the vendor. Please call the toll-free number shown above Monday-Thursday 8am to 6 pm or Friday 8 am to 5 pm, Central time. 1-800-846-8444

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Exhibit B

Citi ThankYou® Preferred Card



SHARON L MEYER

Member Since 2013 Account number ending in: 5022

Billing Period: 02/13/16-03/14/16

How to reach us

www.citicards.com

1-800-846-8444

BOX 6500 SIOUX FALLS, SD 57117

Minimum payment due: \$3,023.27
New balance: \$3,023.27
Payment due date: 04/10/16

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the variable Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$3,023

For information about credit counseling services, call 1-877-337-8188.

Your account is past due. Please pay at least the minimum payment due, which includes a past due amount of \$628.99 and an overlimit amount of \$373.27.

Account Summary

Previous balance	\$2,980.32
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$42.95

New balance \$3,023.27

Credit Limit

Credit limit \$2,650

Includes \$0 cash advance limit



P.O. Box 6004
Sioux Falls, SD 57117-6004

Your Statement Is Inside



Pay online www.citicards.com



Pay by phone 1-800-846-8444



Pay by mail Use this coupon

- Enclose a valid check or money order payable to CITI CARDS. No cash or foreign currency.
- Write the last four digits of your account number on your check.

Minimum payment due \$3,023.27

New balance \$3,023.27

Payment due date 04/10/16

Amount enclosed: \$

Account number ending in 5022

L W8120774 TBZ 019012



SHARON L MEYER
11528 W COLDSRING RD
MILWAUKEE WI 53228

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045



About Interest Charges

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

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

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

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

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

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us online or in writing at the Customer Service address shown on front of statement.

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

Notification of Disputed Item

You can file a billing dispute or check the status of an existing dispute online at the url above. You can also check the status of an existing billing dispute by contacting the customer service number on the top of this page.

Other Account and Payment Information

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address shown below.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order. No cash or foreign currency please.
- Include your name and the last four digits of your account number.

How to Report a Lost or Stolen Card. Call the Customer Service number at the top of the page.

Balance Transfers. Balance Transfer amounts are included in the "Purchases" line in the Account Summary.

Membership Fee. Some accounts are charged a membership fee. To avoid paying this fee, notify us that you are closing your account within 30 days of the mailing or delivery date of the statement on which the fee is billed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we've reported inaccurate information, please write to us at the Customer Service address on your statement.

Payment Amount

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

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Payments other than by mail

Online. Visit www.citicards.com to enroll in Online Bill Pay and make a payment. When you enroll in Online Bill Pay you can schedule your payments up to ninety days in advance using the "Other" payment option. For security reasons, you may not be able to pay your entire new balance the first time you make a payment online.

Phone. Call 1-800-846-8444 to make a payment. There is no fee for this service.

AutoPay. Visit autopay.citicards.com to enroll in AutoPay and have your payment amount automatically deducted each month on your payment date from the payment account you choose.

Express mail. Send payment by express mail to:

CITI CARDS
Attention: Bankcard Payments Department
6716 Grade Lane
Building 9, Suite 910
Louisville, KY 40213

Crediting Payments other than by Mail. The payment cutoff time for Online Bill Payments, Phone Payments, and Express mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Account Summary

Trans. date	Post date	Description	Amount
----------------	--------------	-------------	--------

Fees charged

Total fees charged in this billing period	\$0.00
--	---------------

Interest charged

Date	Description	Amount
03/14	INTEREST CHARGED TO STANDARD PURCH	\$41.21
03/14	INTEREST CHARGED TO OFFER-004	\$1.74

Total interest charged in this billing period	\$42.95
--	----------------

2016 totals year-to-date

Total fees charged in 2016	\$37.00
Total interest charged in 2016	\$123.80

Interest charge calculation

Days in billing cycle: 31

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	17.24% (V)	\$2,814.53 (D)	\$41.21
Offer 4	10.99%	\$186.52 (D)	\$1.74
(Balance Transfer Rate Expires 12/01/16)			
ADVANCES			
Standard Adv	25.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Minimum Payment Due includes past due amounts. Your account may be with a collection vendor and when you call our number, you may be referred to the vendor. Please call the toll-free number shown above Monday-Thursday 8am to 6 pm or Friday 8 am to 5 pm, Central time. 1-800-846-8444



202205

Exhibit C

UNITED COLLECTION BUREAU, INC.
5620 SOUTHWYCK BLVD SUITE 206
TOLEDO OH 43614

May 13, 2016
1-888-456-6655

SHARON L MEYER
11528 W COLDSRING RD
MILWAUKEE WI 53228-2501

Creditor: CITIBANK, N.A.
Regarding: CITI MASTERCARD
Last Four Digits of Creditor Account Number: XXXXXXXXXXXXX5022
United Collection Bureau, Inc. Reference Number: [REDACTED] 0911
Current Account Balance: \$3023.27

Dear SHARON L MEYER:

On behalf of Citibank, United Collection Bureau, Inc. will accept a settlement in the amount of \$1,662.80 for the above referenced account. This settlement offer will save you the sum of \$1,360.47. To take advantage of this offer please ensure the total payment is received in our office by May 27, 2016. We are not obligated to renew this offer and this agreement is contingent upon clearance of funds.

If you wish to accept this offer, please contact our office to establish a payment method and date, or mail a copy of this letter together with your payment to the remit address below. Please make your check or money order payable to Citibank. When calling our office, please refer to settlement offer number [REDACTED] 608 and your reference number [REDACTED] 0911.

In the event you are unable to accept this offer, we encourage you to contact our office to establish a payment arrangement toward the full balance of the account.

To make an easy one-time payment online, please go to: www.ucbinc.com, click on make a payment and follow the prompts.

Thank you for your prompt attention to this matter.

Sincerely,
United Collection Bureau, Inc.

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 is an attempt to collect a debt by United Collection Bureau, Inc., a debt collector, and any information obtained will be used for that purpose.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

24CU027000CSIF

**PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.
PLEASE MAKE YOUR PAYMENT PAYABLE TO CITIBANK**

PO BOX 140310
TOLEDO OH 43614
ADDRESS SERVICE REQUESTED

Creditor: CITIBANK, N.A.
Regarding: CITI MASTERCARD
Last Four Digits of Creditor Acct. Number: XXXXXXXXXXXXX5022
Current Account Balance: \$3023.27
United Collection Bureau, Inc. Reference No: [REDACTED] 0911
United Collection Bureau, Inc. Telephone No: 1-888-456-6655

REMIT TO:

May 13, 2016

UNITED COLLECTION BUREAU, INC.
PO BOX 140310
TOLEDO OH 43614

SHARON L MEYER
11528 W COLDSRING RD
MILWAUKEE WI 53228-2501

816444058

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

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If the subject debt of this letter is time-barred, paying any amount on the account may revive the obligation to pay.

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

COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM. 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. Payments can be made in person at: Colorado Manager, Inc., Building B, 80 Garden Center, Suite 3, Broomfield, Colorado 80020, 303-920-4763.

IDAHO: Toll Free 1-866-209-0622 during normal business hours.

KANSAS: An investigative consumer report, which includes information as to your character, general reputation, personal characteristics and mode of living, has been requested. You have the right to request additional information, which includes the nature and scope of the investigation.

MAINE: Hours of operation (ET): Monday through Thursday, 8:00 a.m. to 8:00 p.m.; Friday, 8:00 a.m. to 5:00 p.m.; Saturday, 8:00 a.m. to 12:00 p.m.

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 ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector. Hours of operation (ET): Monday through Thursday, 8:00 a.m. to 8:00 p.m.; Friday, 8:00 a.m. to 5:00 p.m.; Saturday, 8:00 a.m. to 12:00 p.m.

MINNESOTA: This collection agency is licensed by the Minnesota Department of Commerce.

NEW YORK CITY: New York City Department of Consumer Affairs License Number 1004887.

NORTH CAROLINA: North Carolina Permit Numbers: 101866, 3843, 4022 and 4367.

TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

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

UCBV11-04.21.16

Federal and State law prohibit certain methods of debt collection and require that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action. If you have a concern about the way we are collecting this debt, please call our toll-free Consumer Service Hotline 1-866-209-0622, email us at UCBCompliance@ucbinc.com, or mail us at United Collection Bureau, Inc., Compliance Department, 5620 Southwyck Blvd, Ste. 206, Toledo, OH 43614. Please include your account number on all communication. If you have a complaint about the way we are collecting this debt, please contact the Ohio Attorney General's Office online at www.ohioattorneygeneral.gov; by phone at 1-800-282-0515 between the hours of 8:00 a.m. to 7:00 p.m. ET Monday through Friday; or by mail at 30 E. Broad St., 14th Floor, Columbus, Ohio 43215.

Exhibit D

CDGCSV70 057
PO Box 930824
Wixom MI 48393-0824
RETURN SERVICE REQUESTED



GC Services Limited Partnership



Please call: 800-311-6497
Calls may be monitored or recorded



CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

June 16, 2016

154332801



Sharon L Meyer
11528 W Coldspring Rd
Milwaukee WI 53228-2501

PO BOX 3855
HOUSTON TX 77253

YOU OWE: Citibank, N.A. CLIENT ACCOUNT NUMBER: ENDING 5022	GC NUMBER: [REDACTED] 1241 BALANCE DUE: \$3,023.27
--	---

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

June 16, 2016

File Number: [REDACTED] **9519**
Client Account Number: **ENDING 5022**

RE: CITI MASTERCARD

Dear SHARON L MEYER,

We are writing to let you know that your account with Citibank, N.A., with an overdue balance of \$3,023.27, has been referred to us.

We understand you may not be able to pay the entire balance in one payment. We are here to work with you to find a mutually agreeable solution. We invite you to contact us so that we can discuss your particular financial circumstances, as well as opportunities our client may have available for you. Please contact us at 800-311-6497 to discuss payment options that may be available to you on your account.

However, if you are able to pay the balance due at this time, please send us your payment using the enclosed envelope. Please make your check payable to "Citibank, N.A.".

We look forward to helping you resolve your account. Thank you.

Sincerely,

Douglas Kemp
Account Representative

** As of the date of this letter, you owe \$3,023.27. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

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.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership – 6330 Gulfton, Houston, TX 77081

0185-01 CITIB-CDP1 [REDACTED] 1241 [REDACTED] 3178

IMPORTANT: BE CERTAIN YOUR ACCOUNT IS CORRECT.

HOME PHONE : _____

NEW ADDRESS : _____

EMPLOYER : _____ PHONE: _____

EMPLOYER ADDRESS : _____

GC Services Limited Partnership

CONSUMER INFORMATION:

Unless you, within thirty (30) days after your receipt of this letter, dispute the validity of the debt, or any portion thereof, we will assume the debt to be valid. If you notify us in writing within the above described thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you. Additionally, upon your written request within the above described thirty (30) day period, we will provide you with the name and address of the original creditor, if it is different than the current creditor.

The request for you to pay the balance owed in this letter does not reduce your rights to dispute this debt, or any portion thereof, and/or to request verification within the thirty (30) day period as set forth above.

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

Exhibit E

Telephone: 866-672-3308
December 13, 2016

Name: SHARON L MEYER
Account Number: [REDACTED] 1842
Creditor Reference Number: XXXXXXXXXXXXX5022
Creditor: CITIBANK, N.A.

Your account has been referred to our office for collections. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office at 866-672-3308 and a representative will assist you in negotiating a suitable arrangement.

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

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.wdfi.org.

✂ Detach Bottom Portion And Return With Payment ✂

S: 114899-L: 3004-O: CB6-DEF-3004-165

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	Amount Enclosed
XXXXXXXXXXXX5022	\$3,023.27	\$.

↓ Please make check or money order payable to:

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



EXHIBIT F

PO Box 520
Valhalla, NY 10595



Phone: (866) 434-2995 • FAX: (914) 747-3673

www.cavps.com



August 8, 2017

RE: Original Institution:
Original Account No.:
Cavalry Account No.:
Outstanding Balance:

Citibank, N.A.
[REDACTED] 6022
[REDACTED] 9456
\$2980.32



Sharon L Meyer
11528 W Coldspring Rd
Milwaukee, WI 53228-2501

Dear Sharon L Meyer:

Cavalry SPV I, LLC purchased the Citibank, N.A. account listed above and is now the creditor for the account. Cavalry SPV I, LLC has referred the account to Cavalry Portfolio Services, LLC ("Cavalry") for servicing.

Cavalry is committed to providing you with excellent customer service, which includes treating you in a fair and respectful manner. If at any time you feel that you have not been provided with excellent customer service, please call us at (866) 434-2995.

We understand that all of the account balance may not be repaid at this time. If some of the bill can be repaid, even if it is through a monthly payment plan, we would like to hear from you. We work with our customers to find affordable repayment arrangements. Please call us at (866) 434-2995 to discuss your repayment options.

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

Sincerely,

Customer Relations Department
Cavalry Portfolio Services, LLC

We may report information about your account to credit reporting agencies.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS.



Notice of Important Rights

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

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

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.

IN COLORADO: 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. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR. Our in-state office address and telephone number is 80 Garden Center, Building B, Suite 3 Broomfield, CO 80020, (303) 920-4763.

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 ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the collector. You may contact us by telephone at (866) 483-5139 between 9:00 am and 5:00 pm Eastern Time Monday-Friday or in writing at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340.

IN MINNESOTA: THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

In New York City: This collection agency is licensed by the New York City Department of Consumer Affairs. The license numbers are 1143718, 1126502, 1126497, and 1126494.

In Tennessee: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance.

In Utah: 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.

In North Carolina: This collection agency is licensed by the North Carolina Department of Insurance. The license numbers are 3824, 3910, 3911, and 3912. Its true name is Cavalry Portfolio Services, LLC. Its true addresses are: (a) 4050 Cotton Center Boulevard, Building 2, Suite 20, Phoenix, Arizona 85040; (b) 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340; (c) 4500 South 129th East Ave, Suite 165, Tulsa, Oklahoma 74134; and (d) 1611 County Rd B W, Suite 306, Roseville, MN 55113.

Privacy Notice

In accordance with federal regulations, Cavalry is giving you this notice to tell you how we may use non-public personal information about you and your account ("Private Information"). This notice applies whether you are a current or a former customer of Cavalry.

COLLECTION AND USE OF PRIVATE INFORMATION

We collect Private Information about you from the following sources:

- ☐ Information we receive from you either directly or indirectly, such as information on applications or other forms, which may include your name, address, social security number and income.
- ☐ Information about your transactions with us or others, such as your account balance and payment history.
- ☐ Information we receive from consumer reporting agencies, such as your credit history and credit worthiness.

DISCLOSURE OF PRIVATE INFORMATION

We only disclose information we collect to affiliated and non-affiliated third parties as permitted by the federal Fair Debt Collection Practices Act. We may disclose information we collect to:

- o Credit bureaus
- o The original creditor and entities that have had an ownership interest in your account
- o Entities that provide mailing services on our behalf
- o Entities that provide collection-related services on our behalf
- o Others, such as third parties, when you direct us to share information about you
- o Affiliated and non-affiliated parties if not prohibited by the federal Fair Debt Collection Practices Act or by other applicable laws

MAINTENANCE OF ACCURATE INFORMATION

We have established procedures to correct inaccurate information in a timely manner. If you have any reason to believe that our record of your Private Information is incorrect, contact us in writing at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340. We will investigate the situation and, when appropriate, update our records accordingly.

PROTECTION OF INFORMATION

We restrict access to Private Information about you to our employees who need this information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that are consistent with federal standards to guard your Private Information.

For account questions, comments, or general customer service, you may contact us at (866) 434-2995 Monday through Thursday 9am to 9pm Eastern Time, Friday 9am to 5pm Eastern Time, Saturday 9am to 1pm Eastern Time, or you may write us at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340.

By sending your check, please be aware that you are authorizing Cavalry Portfolio Services, LLC to use information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check.

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

SHARON MEYER

(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

CAVALRY PORTFOLIO SERVICES, LLC, 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	LABOR	<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	<input type="checkbox"/> 710 Fair Labor Standards Act	<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"/> 720 Labor/Mgmt. Relations	<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"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 790 Other Labor Litigation	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"/> 791 Empl. Ret. Inc. Security Act	<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:	IMMIGRATION	<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	<input type="checkbox"/> 462 Naturalization Application		<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"/> 463 Habeas Corpus - Alien Detainee		<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"/> 465 Other Immigration Actions		<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"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

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

Brief description of cause:

Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

March 27, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mark A. Eldridge

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

SHARON MEYER

Plaintiff(s)

v.

CAVALRY PORTFOLIO SERVICES, LLC, and
CAVALRY SPV I, LLC

Defendant(s)

Civil Action No. 18-cv-484

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CAVALRY PORTFOLIO SERVICES, LLC
c/o C T CORPORATION SYSTEM
8040 EXCELSIOR DRIVE, 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 receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-484

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:18-cv-00184 Filed 03/27/18 Page 2 of 2 Document 1-2

Reset

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

SHARON MEYER

Plaintiff(s)

v.

CAVALRY PORTFOLIO SERVICES, LLC, and
CAVALRY SPV I, LLC

Defendant(s)

Civil Action No. 18-cv-484

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c/o C T CORPORATION SYSTEM
8040 EXCELSIOR DRIVE, SUITE 200
MADISON, WI 53717

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-484

PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:_____ were received by me on *(date)* _____.☐ I personally served the summons and the attached complaint on the individual at *(place)*:_____ on *(date)* _____; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* _____who is designated by law to accept service of process on behalf of *(name of organization)* __________ on *(date)* _____; or☐ I returned the summons unexecuted because _____; or☐ Other *(specify)*: _____

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

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

Date: _____

*Server's signature*_____
*Printed name and title*_____
Server's address

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:18-cv-00184 Filed 03/27/18 Page 2 of 2 Document 1-2

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cavalry Portfolio, Cavalry SPV I Accused of Misstating Consumer's Amount of Debt](#)
