

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

TROY NORTON, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1999
)	
Plaintiff,)	CLASS ACTION COMPLAINT
v.)	
)	Jury Trial Demanded
NATIONWIDE CREDIT, INC.,)	
)	
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 Wisconsin Consumer Act, Ch. 421-427, Wis. Stats. (the “WCA”).

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Troy Norton 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 Defendants sought to collect from Plaintiff a debt allegedly incurred for personal, family, or household purposes, namely a personal credit card account.

5. Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt Defendants sought to collect from Plaintiff was incurred as a result of a consumer transaction.

6. Defendant Nationwide Credit, Inc. (“NCI”) is a debt collection agency with its principal offices located at 1000 Abernathy Road, Suite 200, Atlanta, GA 30328

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

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

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

FACTS

10. On or about November 23, 2017, American Express mailed an account statement to Plaintiff regarding an alleged debt owed American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit A.

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

12. Exhibit A states:

New Balance	\$1,215.65
Minimum Payment Due	\$346.00
Includes the past due amount of \$264.00	
Payment Due Date	12/18/17[†]

13. Exhibit A states that, as of November 23, 2017, Plaintiff's account ending in 1007 had a "New Balance" of \$1,215.65, with a "Payment Due Date" of December 18, 2017, and a "Minimum Payment Due" of \$346.00.

14. On or about December 20, 2017 NCI mailed Plaintiff a debt collection letter regarding the same alleged debt owed to American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit B.

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

16. Upon information and belief, Exhibit B is a form debt collection letter, generated by computer, and used by NCI to attempt to collect alleged debts.

17. Exhibit B was the first letter that NCI sent to Plaintiff with respect to Plaintiff's alleged American Express debt.

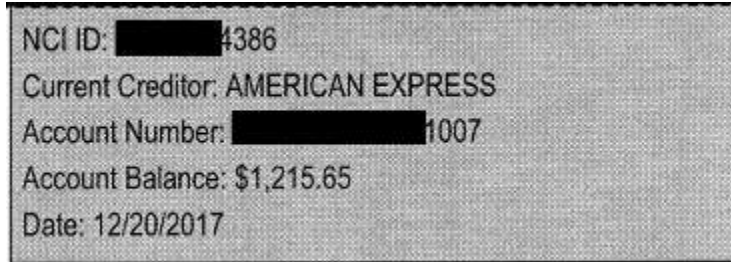
18. Exhibit B contains the validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send debtors along with their initial communications:

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of a judgment against you and mail you a copy of such judgment or verification. Upon your written request within thirty (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.

19. Exhibit B includes the following representation:

ACCOUNT NUMBER:	[REDACTED] 1007
NCI ID:	[REDACTED] 4386
ACCOUNT BALANCE:	\$1,215.65
AMOUNT ENCLOSED:	

20. Exhibit B also includes the following representation:



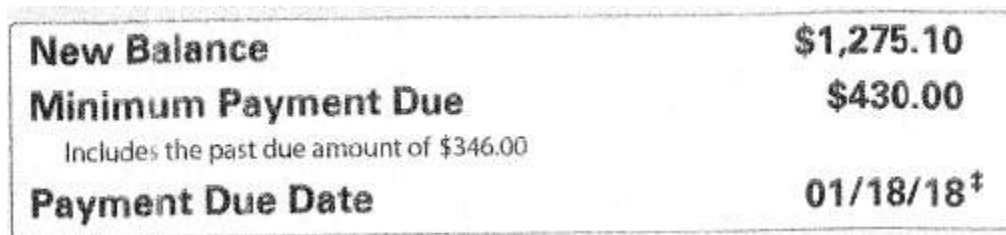
NCI ID: [redacted] 4386
Current Creditor: AMERICAN EXPRESS
Account Number: [redacted] 1007
Account Balance: \$1,215.65
Date: 12/20/2017

21. Exhibit B also states: “Your outstanding balance with the above referenced creditor is past due and has been referred to NCI Credit, Inc. for collection. The Account Balance as of the date of this letter is shown above.”

22. Exhibit B, thus, represents that the debt had been accelerated and the full balance was due when Exhibit B was mailed.

23. On or about December 24, 2017, American Express mailed another account statement to Plaintiff regarding the same alleged debt owed American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit C.

24. Exhibit C states:



New Balance	\$1,275.10
Minimum Payment Due	\$430.00
Includes the past due amount of \$346.00	
Payment Due Date	01/18/18[†]

25. Exhibit C states that, as of December 24, 2017, Plaintiff’s account ending in 1007 had a “New Balance” of \$1,275.10, with a “Payment Due Date” of January 18, 2018, and a “Minimum Payment Due” of \$430.00.

26. Exhibit B is therefore false, deceptive, and misleading.

27. Exhibit B, mailed on December 20, 2017, just a few days before American Express mailed Exhibit C to Plaintiff, states the “Current Account Balance” but does not state that Plaintiff could return her account to a current status by making a minimum payment by January 18, 2018.

28. On or about January 21, 2018, NCI mailed Plaintiff another debt collection letter regarding the same alleged debt owed to American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit D.

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

30. Upon information and belief, Exhibit D is another form debt collection letter, generated by computer, and used by NCI to attempt to collect alleged debts.

31. Exhibit D includes the following representation:

ACCOUNT NUMBER:	[REDACTED] 1007
NCI ID:	[REDACTED] 4386
ACCOUNT BALANCE:	\$1,313.10
AMOUNT ENCLOSED:	

32. Exhibit D also includes the following representation:

NCI ID: [REDACTED] 4386
Current Creditor: AMERICAN EXPRESS
Account Number: [REDACTED] 1007
Account Balance: \$1,313.10
Date: 01/21/2018

33. Exhibit D also states: “As you know, your account has been referred to us for collection with a total balance of \$1,313.10.”

34. Exhibit D, thus, represents that the debt had been accelerated and the full balance was due when Exhibit D was mailed.

35. On or about January 24, 2018, American Express mailed an account statement to Plaintiff regarding an alleged debt owed American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit E.

36. Exhibit E states:

New Balance	\$1,335.59
Minimum Payment Due	\$517.00
Includes the past due amount of \$430.00	
Payment Due Date	02/18/18[†]

37. Exhibit E states that, as of January 24, 2018, Plaintiff's account ending in 1007 had a "New Balance" of \$1,335.59, with a "Payment Due Date" of February 18, 2018, and a "Minimum Payment Due" of \$517.00.

38. Exhibit D is therefore false, deceptive, and misleading.

39. Exhibit D, mailed on January 21, 2018, just a few days before American Express mailed Exhibit E to Plaintiff, states the "Current Account Balance" but does not state that Plaintiff could return her account to a current status by making a minimum payment by February 18, 2018.

40. On or about January 31, 2018, NCI mailed Plaintiff another debt collection letter regarding the same alleged debt owed to American Express, associated with a credit card account with an account number ending in 1007. A copy of this account statement is attached to this complaint as Exhibit F.

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

42. Upon information and belief, Exhibit F is another form debt collection letter, generated by computer, and used by NCI to attempt to collect alleged debts.

43. Exhibit F includes the following representation:

ACCOUNT NUMBER:	[REDACTED] 1007
NCI ID:	[REDACTED] 4386
ACCOUNT BALANCE:	\$1,335.59
AMOUNT ENCLOSED:	

44. Exhibit F also includes the following representation:

NCI ID:	[REDACTED] 4386
Current Creditor:	AMERICAN EXPRESS
Account Number:	[REDACTED] 1007
Account Balance:	\$1,335.59
Date:	01/31/2018

45. Exhibit E, thus, represents that the debt had been accelerated and the full balance was due when Exhibit F was mailed.

46. Exhibit F, mailed on January 31, 2018, just a few days after American Express mailed Exhibit E to Plaintiff, states the “Current Account Balance” but does not state that Plaintiff could return her account to a current status by making a minimum payment by February 18, 2018.

47. None of the collection letters NCI mailed to Plaintiff, Exhibits B, D, & F, include any reference to an amount owing to American express other than the total account balance.

48. The unsophisticated consumer cannot determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibits B, D, & F.

Exhibits B, D, & F state the “Current Account Balance” without stating an amount “due” while Exhibits A, C, & E seeks only a minimum payment. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) (“In the context of a debt, ‘owing’ an amount is distinguishable from the amount ‘due.’”).

49. NCI and American Express both represented the amount of the debt in a way that was confusing to the unsophisticated consumer and/or misrepresented the amount of the debt.

50. Upon information and belief, NCI and American Express work in a scripted process to collect American Express debts such as Plaintiff’s.

51. Upon information and belief, NCI is fully aware of the contents and representations in Exhibits A, C, & E.

52. Upon information and belief, NCI is fully aware that American Express sends Exhibits A, C, & E to consumers with just a few days of the date NCI mails a letter in the form of Exhibits B, D, & F.

53. Upon information and belief, NCI is fully aware that its letter is sent during account billing cycles wherein American Express has sent a statement to consumers seeking a “minimum payment” and not representing that the entire balance is due.

54. Plaintiff was misled and confused by Exhibits A-F.

55. The unsophisticated consumer would be confused by Exhibits A-F.

The FDCPA

56. 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.

57. 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).

58. 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).

59. 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).

60. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017); *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.”); *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).

61. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

62. 15 U.S.C. § 1692e prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

63. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

64. 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.”

65. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

66. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

67. 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;

The WCA

68. 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).

69. 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).

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

71. “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.

72. 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.

73. 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).

74. 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).

75. 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.*

76. 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.”

77. 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” Wis. Admin. Code § DFI-Bkg 74.16(9) defines such “other conduct” as “including conduct which violates the Federal Fair Debt Collection Practices Act.”

78. 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.”

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

COUNT I – FDCPA

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

81. Prior to sending Exhibits B, D, & F, NCI was aware that American Express was sending Plaintiff account statements stating Plaintiff’s account had a “Minimum Payment Due,” which was an amount less than the total balance of Plaintiffs account.

82. NCI represented to Plaintiff that Plaintiff’s American Express account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

83. NCI misrepresented the amount, character, and legal status of the debt it was collecting.

84. NCI's attempts to collect the entire balance of class members' American Express accounts when only a portion of that balance was actually "due," were false, misleading and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

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

COUNT II -- WCA

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

87. Prior to sending Exhibits B, D, & F, NCI was aware that American Express was sending Plaintiff account statements stating Plaintiff's account had a "Minimum Payment Due," which was an amount less than the total balance of Plaintiffs all.

88. NCI represented to Plaintiff that Plaintiff's American Express account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

89. By attempting to collect an amount which was not yet due, Exhibits B, D, & F could reasonably be expected to harass Plaintiff.

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

CLASS ALLEGATIONS

91. Plaintiff brings this action on behalf of four classes:

92. Class I consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit B, (c) for an alleged debt owed to American Express and incurred for personal, family, or household purposes, (d) which was still subject to

late payment fees, (e) where the collection letter was sent between December 19, 2017 and December 19, 2018, (f) and such letters were not returned by the postal service.

93. Class II consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit D, (c) for an alleged debt owed to American Express and incurred for personal, family, or household purposes, (d) between December 19, 2017 and December 19, 2018, (e) that were not returned by the postal service.

94. Class III consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form of Exhibit F, (c) for an alleged debt owed to American Express and incurred for personal, family, or household purposes, (d) between December 19, 2017 and December 19, 2018, (e) that were not returned by the postal service.

95. Class IV consists of (a) all natural persons in the State of Wisconsin (b) who were sent a series of collection letters in the form of Exhibits B, D, & F, (c) for an alleged debt owed to American Express and incurred for personal, family, or household purposes, (d) where the final collection letter was sent between December 19, 2017 and December 19, 2018, (e) and such letters were not returned by the postal service.

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

97. There are questions of law and fact common to the members of the classes, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits B, D and F violate the FDCPA and/or the WCA.

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

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

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

JURY DEMAND

101. 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: December 19, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
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EXHIBIT A



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 11/23/17



Account Ending 1007

New Balance \$1,215.65
Minimum Payment Due \$346.00
Payment Due Date 12/18/17

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 12/18/17, you may have to pay a late fee of up to \$38.00 and your APRs may be increased to the 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:

Table with 3 columns: If you make no additional charges and each month you pay..., You will pay off the balance shown on this statement in about..., And you will pay an estimated total of... Rows include 'Only the Minimum Payment Due' and '3 years'.

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due and overlimit. If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

To view your Starwood Preferred Guest® account balance, visit spg.com

Account Summary

Previous Balance \$1,158.10
Payments/Credits -\$0.00
New Charges +\$0.00
Fees +\$38.00
Interest Charged +\$19.55

New Balance \$1,215.65
Minimum Payment Due \$346.00

Credit Limit \$1,000.00
Available Credit \$0.00
Cash Advance Limit \$0.00
Available Cash \$0.00
Days in Billing Period: 30

Customer Care

Pay by Computer americanexpress.com/pbc

Customer Care 1-800-297-1000
Pay by Phone 1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon Do not staple or use paper clips
Pay by Computer americanexpress.com/pbc
Pay by Phone 1-800-472-9297

Account Ending 1007

Enter 15 digit account # on all payments.
Make check payable to American Express.

AB 01 047309 11866 C 205 E

TROY L NORTON
8317 W CRAWFORD AVE
MILWAUKEE WI 53220-1638

Payment Due Date 12/18/17
New Balance \$1,215.65
Minimum Payment Due \$346.00

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

Amount Enclosed

Check here if your address or phone number has changed. Note changes on reverse side.

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*


Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.


Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

12593

	Customer Care & Billing Inquiries	1-800-297-1000	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-297-1000	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897
	Starwood Preferred Guest Customer Service Center	1-888-625-4988 or www.spg.com	

	Website: americanexpress.com	
Customer Care & Billing Inquiries	Payments	
P.O. BOX 981535	BOX 0001	
EL PASO, TX	LOS ANGELES CA	
79998-1535	90096-8000	

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 11/23/17



Account Ending XXXX 1007

Fees

	Amount
11/18/17 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
11/23/17 Interest Charge on Purchases	\$19.55
Total Interest Charged for this Period	\$19.55

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2017 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2017	\$319.00
Total Interest in 2017	\$164.55

Interest Charge Calculation

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

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Purchases	09/12/2017		20.24% (v)	\$83.85	\$1.40
Purchases	03/12/2017	09/11/2017	20.24% (v)	\$1,089.95	\$18.15
Cash Advances	09/12/2017		26.24% (v)	\$0.00	\$0.00
Total					\$19.55

(v) Variable Rate

SPG Starpoints® Earned

Starwood Preferred Guest® Member Number: XXXXXXX5367



	Current Period	Year to Date
Total Starpoints® Earned	0	1,082

Your qualifying Year-to-Date eligible purchases on your Starwood Preferred Guest® Credit Card from American Express are \$1,081.00. To qualify for Starwood Gold Preferred Guest® Status, you need to have \$30,000 in eligible purchases by December 31st.



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 11/23/17



p. 5/5

Account Ending ■■■1007

You Spoke. We Listened.

Over 1 million more places in the U.S. started accepting
American Express® Cards in 2016.

Visit shopsmallnow.com



047309 3/3

12592

12592

Exhibit B

PERSONAL AND CONFIDENTIAL
PO Box 10354
Des Moines, IA 50306-0354

09807



023/A01A/SS/A01/12/20/2017/WI

ACCOUNT NUMBER:	1007
NCI ID:	4386
ACCOUNT BALANCE:	\$1,215.65
AMOUNT ENCLOSED:	

24-hour account access: myaccount.ncirm.com
o Change of address: Print New Address on Back



REMIT TO:



NATIONWIDE CREDIT, INC.
PO Box 14581
Des Moines IA 50306-3581



70027-20A
Troy Norton
8317 W CRAWFORD AVE
Milwaukee WI 53220-1638

01 17354104386 9

***** Please see the reverse side of this letter for important notices concerning your rights *****
Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window



Nationwide Credit, Inc.

PO Box 14581
Des Moines, IA 50306-3581
Monday - Friday 8 AM to 6 PM ET 1-877-779-3471
myaccount.ncirm.com

NCI ID: 4386
Current Creditor: AMERICAN EXPRESS
Account Number: 1007
Account Balance: \$1,215.65
Date: 12/20/2017



We Want to Help You - Your Way!

Your outstanding balance with the above referenced creditor is past due and has been referred to Nationwide Credit, Inc. for collection. The Account Balance as of the date of this letter is shown above. Your creditor may add interest and fees to your account balance from time to time in accordance with your agreement with the creditor. If you pay the above balance amount and, if your creditor requires an additional amount to consider your account paid in full, we will attempt to contact you.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or obtain a copy of a judgment against you and mail you a copy of such judgment or verification. Upon your written request within thirty (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 demand for payment does not eliminate your right to dispute this debt or inquire for more information about this debt, as described in the previous paragraphs.

The following options are available to help you resolve this account:

myaccount.ncirm.com

- > 24-hour Access
- > Make, or Reschedule a Payment
- > Change your Contact Information
- > And More...

Secure Online Portal: myaccount.ncirm.com is available 24 hours a day to schedule payments, negotiate alternatives, manage your account and more!
Login using your NCI ID: 386 and
Password: [REDACTED]

Pay by Mail: Send your check or money order to NATIONWIDE CREDIT, INC.
PO Box 14581, Des Moines, IA 50306-3581
Reference your NCI ID on your check or money order

Sincerely,
Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

Exhibit C



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 12/24/17



Account Ending XXXX1007

New Balance	\$1,275.10
Minimum Payment Due	\$430.00
Includes the past due amount of \$346.00	
Payment Due Date	01/18/18[‡]

‡ Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 01/18/18, you may have to pay a late fee of up to \$38.00 and your APRs may be increased to the Penalty APR of 29.99%.

To view your Starwood Preferred Guest® account balance, visit spg.com

Account Summary

Previous Balance	\$1,215.65
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$38.00
Interest Charged	+\$21.45

New Balance	\$1,275.10
Minimum Payment Due	\$430.00

Credit Limit	\$1,000.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash	\$0.00
Days in Billing Period:	31

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 and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	3 years	\$1,556

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

! Your account is past due and overlimit. If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-297-1000	1-800-472-9297

See Page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending XXXX1007

Enter 15 digit account # on all payments.
Make check payable to American Express.

AB 01 049289 40291 B 195 E

TROY L NORTON
8317 W CRAWFORD AVE
MILWAUKEE WI 53220-1638

Payment Due Date	01/18/18
New Balance	\$1,275.10
Minimum Payment Due	\$430.00

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

Check here if your address or phone number has changed. Note changes on reverse side.

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.


How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

	Customer Care & Billing Inquiries	1-800-297-1000	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-297-1000	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897
	Starwood Preferred Guest Customer Service Center	1-888-625-4988 or www.spg.com	

	Website: americanexpress.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	BOX 0001
EL PASO, TX	LOS ANGELES CA
79998-1535	90096-8000

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 12/24/17



Account Ending 1007

Fees

	Amount
12/18/17 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
12/24/17 Interest Charge on Purchases	\$21.45
Total Interest Charged for this Period	\$21.45

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2017 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2017	\$357.00
Total Interest in 2017	\$186.00

Interest Charge Calculation

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

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Purchases	09/12/2017		20.49% (v)	\$124.63	\$2.17
Purchases	03/12/2017	09/11/2017	20.49% (v)	\$1,108.66	\$19.28
Cash Advances	09/12/2017		26.49% (v)	\$0.00	\$0.00
Total					\$21.45

(v) Variable Rate

SPG Starpoints® Earned

Starwood Preferred Guest® Member Number: XXXXXXX5367



	Current Period	Year to Date
Total Starpoints® Earned	0	1,082

Your qualifying Year-to-Date eligible purchases on your Starwood Preferred Guest® Credit Card from American Express are \$1,081.00. To qualify for Starwood Gold Preferred Guest® Status, you need to have \$30,000 in eligible purchases by December 31st.

13794



You Spoke. We Listened.

Over 1 million more places in the U.S. started accepting
American Express® Cards in 2016.

Visit shopsmallnow.com



049269 3/3



Exhibit D

PERSONAL AND CONFIDENTIAL
PO Box 10354
Des Moines, IA 50306-0354

08110



023/A36/535/01/21/2018/WI/1.0/20180115

ACCOUNT NUMBER:	1007
NCI ID:	4386
ACCOUNT BALANCE:	\$1,313.10
AMOUNT ENCLOSED:	

o Change of address: Print New Address on Back



REMIT TO:



NATIONWIDE CREDIT, INC.
PO Box 14581
Des Moines IA 50306-3581



70412-23A
Troy Norton
8317 W CRAWFORD AVE
Milwaukee WI 53220-1638

01 17354104386 9

***** Please See Reverse Side of This Letter for Important Consumer Information *****
Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window



Nationwide Credit, Inc.

PO Box 14581
Des Moines, IA 50306-3581
Monday - Friday 8 AM to 6 PM ET 1-877-779-3471

NCI ID: 4386
Current Creditor: AMERICAN EXPRESS
Account Number: 1007
Account Balance: \$1,313.10
Date: 01/21/2018

Pre-Charge off CARE Offer letter

Payment Plans Available!
Please Call Us at 1-877-779-3471

Dear TROY NORTON,

As you know, your account has been referred to us for collection with a total balance of \$1,313.10. As we work with you to resolve the balance on your account, we also understand that when challenging times arise they can cause financial stress and hardship.

We are writing today to let you know that multiple payment plans are available for you. As an example, American Express® may qualify you for a plan that can:

- Temporarily lower your interest rate, if applicable
- Temporarily provide relief from late payment fees
- Prevent this account from going further past due

To assist you, we must hear from you. Please call us at 1-877-779-3471. We are available to assist you Monday - Friday 8 AM to 6 PM ET.

As of the date of this letter, you owe \$1,313.10. 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. For further information, write the undersigned or call 1-877-779-3471.

Sincerely,
Nationwide Credit, Inc.

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.

00016219

Exhibit E



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 01/24/18



Account Ending XXXX 1007

New Balance	\$1,335.59
Minimum Payment Due	\$517.00
Includes the past due amount of \$430.00	
Payment Due Date	02/18/18[‡]

To view your Starwood Preferred Guest® account balance, visit spg.com

Account Summary

Previous Balance	\$1,275.10
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$38.00
Interest Charged	+\$22.49

New Balance	\$1,335.59
Minimum Payment Due	\$517.00

Credit Limit	\$1,000.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash	\$0.00
Days in Billing Period: 31	

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-297-1000	1-800-472-9297

See Page 2 for additional information.

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 and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	3 years	\$1,592

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due and overlimit. If you would like to receive e-mail alerts about payments, spending or fraud protection, you can sign up at americanexpress.com/alerts.

We want to let you know that starting on 2/8/2018, we'll be making some changes to simplify the way your transaction details are displayed in your paper statement. You can continue to view the full details of each transaction when you log into your account at americanexpress.com.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending XXXX 1007

Enter 15 digit account # on all payments.
Make check payable to American Express.

AB 01 051746 72665 C 185 E



TROY L NORTON
8317 W CRAWFORD AVE
MILWAUKEE WI 53220-1638

Payment Due Date	02/18/18
New Balance	\$1,335.59
Minimum Payment Due	\$517.00

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

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Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

15830

	Customer Care & Billing Inquiries	1-800-297-1000	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-297-1000	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897
	Starwood Preferred Guest Customer Service Center	1-888-625-4988 or www.spg.com	

	Website: americanexpress.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	BOX 0001
EL PASO, TX	LOS ANGELES CA
79998-1535	90096-8000

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Starwood Preferred Guest® Credit Card

TROY L NORTON
Closing Date 01/24/18



p. 3/3

Account Ending ■■■1007

Fees

	Amount
01/18/18 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
01/24/18 Interest Charge on Purchases	\$22.49
Total Interest Charged for this Period	\$22.49

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2018 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2018	\$38.00
Total Interest in 2018	\$22.49

Interest Charge Calculation

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

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Purchases	09/12/2017		20.49% (v)	\$165.14	\$2.87
Purchases	03/12/2017	09/11/2017	20.49% (v)	\$1,128.10	\$19.62
Cash Advances	09/12/2017		26.49% (v)	\$0.00	\$0.00
Total					\$22.49

(v) Variable Rate

SPG Starpoints® Earned

Starwood Preferred Guest® Member Number: XXXXXXX5367



Your qualifying Year-to-Date eligible purchases on your Starwood Preferred Guest® Credit Card from American Express are \$0.00. To qualify for Starwood Gold Preferred Guest® Status, you need to have \$30,000 in eligible purchases by December 31st.



EXHIBIT F

PERSONAL AND CONFIDENTIAL
PO Box 10354
Des Moines, IA 50306-0354

02177



023/A37/255/01/31/2018/WI/1.0/20180115

ACCOUNT NUMBER:	1007
NCI ID:	4386
ACCOUNT BALANCE:	\$1,335.59
AMOUNT ENCLOSED:	

o Change of address: Print New Address on Back



REMIT TO:



NA^TIONWIDE CREDIT, INC.

PO Box 14581
Des Moines IA 50306-3581



70726-1A
Troy Norton
8317 W CRAWFORD AVE
Milwaukee WI 53220-1638

01 17354104386 9

***** Please See Reverse Side of This Letter for Important Consumer Information *****
Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window



Nationwide Credit, Inc.

PO Box 14581
Des Moines, IA 50306-3581
Monday - Friday 8 AM to 6 PM ET 1-877-779-3471

NCI ID: 4386
Current Creditor: AMERICAN EXPRESS
Account Number: 1007
Account Balance: \$1,335.59
Date: 01/31/2018

Opportunity to Regain Card Membership Call for Details

Dear TROY NORTON,

American Express® has authorized us to make you a special offer. American Express values your previous relationship and would like to offer you the opportunity to regain Card Membership. You have been selected to receive an Optima Card application if you pay your balance in full on the American Express® account referenced above.

After you pay your balance in full, American Express will send you an application for the new Optima Card. Your application will be approved by American Express unless:

- You have an active bankruptcy at the time of your application.
- You have accepted another offer for an Optima Card account from a different agency or from American Express.
- You have an active American Express account.
- American Express determines that you do not have the financial capacity to make the minimum payment on this new Optima Card account.

If you'd like to know more about this offer, please call us at 1-877-779-3471. We are available to assist you Monday - Friday 8 AM to 6 PM ET.

Act now and call us today to make payment arrangements on your account.

As of the date of this letter, you owe \$1,335.59. 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. For further information, write the undersigned or call 1-877-779-3471.

Sincerely,
Nationwide Credit, Inc.

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.

See Reverse for important information

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
TROY NORTON

(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
NATIONWIDE CREDIT, INC.

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

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

Attorneys (If Known)

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

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
 Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

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

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

DATE: December 19, 2018 SIGNATURE OF ATTORNEY OF RECORD: /s/ Mark A. Eldridge

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: 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

TROY NORTON
Plaintiff(s)
v.
NATIONWIDE CREDIT, INC.
Defendant(s)
Civil Action No. 18-cv-1999

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
NATIONWIDE CREDIT, INC.
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE, SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

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

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

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nationwide Credit Allegedly Misrepresented Man's American Express Debt as Accelerated](#)
