

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

JOSEFA RODRIGUEZ, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1725
)	
Plaintiffs,)	CLASS ACTION COMPLAINT
)	
v.)	
)	
ALLTRAN FINANCIAL LP,)	Jury Trial Demanded
)	
Defendant.)	
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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, Chs. 421-427, Wis. Stats. (the “WCA”).

JURISDICTION

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 Josefa Rodriguez (a.k.a. Josie Rodriguez) 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 Plaintiff a debt allegedly incurred for personal, family, or household purposes.

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that the alleged debt allegedly arose from consumer transaction that included agreements to defer payment, namely a consumer credit card.

6. Defendant Alltran Financial LP (“Alltran”) is a foreign limited partnership with its principal offices located at 5800 North Course Drive, Houston, Texas 77072.

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

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

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

FACTS

April 20, 2018 and May 21, 2018 Citibank Account Statements

10. On or about April 20, 2018, Home Depot Card Services mailed an account statement to Plaintiff regarding an alleged debt owed to “Citibank, N.A.” (“Citibank”) and associated with Plaintiff’s “The Home Depot Consumer Credit Card” account ending in 5932. A copy of this account statement is attached to this Complaint as Exhibit A.

11. Upon information and belief, the alleged debt referenced in Exhibit A was incurred for personal, family, or household purposes, including purchases of household goods at Home Depot stores.

12. Exhibit A states that, as of April 20, 2018, the “New Balance” of the account was \$1,024.41, and that the “Minimum Payment Due” was \$297.00, with a “Payment Due Date” of May 17, 2018.

13. On or about May 21, 2018, Home Depot Card Services mailed an account statement to Plaintiff regarding an alleged debt owed to “Citibank, N.A.” (“Citibank”) and

associated with Plaintiff's "The Home Depot Consumer Credit Card" account ending in 5932. A copy of this account statement is attached to this Complaint as Exhibit B.

14. Upon information and belief, the alleged debt referenced in Exhibit B was the same alleged debt referenced in Exhibit A.

15. Exhibit B states that, as of May 21, 2018, the "New Balance" of the account was \$1,079.71, and that the "Minimum Payment Due" was \$364.00, with a "Payment Due Date" of June 17, 2018.

Alltran's June 1, 2018 Letter

16. On or about June 1, 2018, Alltran mailed a debt collection letter to Plaintiff regarding an alleged debt owed to Citibank and associated with Plaintiff's "The Home Depot" account ending in 5932. A copy of this letter is attached to this Complaint as Exhibit C.

17. Upon information and belief, the alleged debt referenced in Exhibit C was the same alleged debt referenced in Exhibits A & B.

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

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

20. The header in Exhibit C contains the following:

Creditor: Citibank, N.A. THE HOME DEPOT Account: XXXXXXXXXXXXX5932 Alltran ID: █████8174 Total Balance as of June 1, 2018: \$1,079.71 Partial Account Number for Your Security

Exhibit C.

21. Exhibit C also contains the following:

Our client, the above named creditor, has agreed to accept \$539.86 as a settlement for monies owing on your account. Payment must be received by this office within 15 days of the date of this letter to accept this offer. Please make your payment payable to Citibank, N.A.. We are not obligated to renew this offer.

Exhibit C.

22. Exhibit C states that the “Total Balance as of June 1, 2018” is \$1,079.71, and offers to settle the account for a single payment in the amount of \$539.86.

23. Exhibit C makes no reference to any minimum payment.

24. On a credit card account, the amount “due” and the amount “owing” are different concepts. *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.” For example, a debtor might “owe” a certain amount on a loan, but only a portion of that amount will be “due” at a particular time.”).

25. Alltran misstated the amount of the debt that was actually “due” at the time it sent Exhibit C to Plaintiff. Upon information and belief, only the \$364.00 minimum payment was due or past due on June 1, 2018.

26. The unsophisticated consumer receiving Exhibits A-C would be confused and misled about whether she could still make a minimum payment on the account to return it to a current status.

27. The unsophisticated consumer would understand a debt collection letter that states a “total balance” without specifying that portions of that balance “might not yet be due, let alone overdue” to mean that the balance of the account had been accelerated. *See, e.g., Chuway v. Nat’l Action Fin. Servs.*, 362, F.3d 944, 948 (7th Cir. 2004); *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 841 (7th Cir. 2007).

28. Upon information and belief, at the time Exhibit C was mailed, Plaintiff could still return her account to a current status by making a minimum payment.

29. Exhibit C represents to the unsophisticated consumer that the account has been accelerated, and fails to state that Plaintiff could make a minimum payment.

30. Exhibit C was mailed prior to the “Payment Due Date” stated in Exhibit B. Upon information and belief, the representations that the account has been accelerated and Plaintiff cannot return the account to a current status by minimum payment are false.

Alltran’s June 18, 2018 Letter

31. On or about June 18, 2018, Alltran mailed a debt collection letter to Plaintiff regarding an alleged debt owed to Citibank and associated with Plaintiff’s “The Home Depot” account ending in 5932. A copy of this letter is attached to this Complaint as Exhibit D.

32. Upon information and belief, the alleged debt referenced in Exhibit D was the same alleged debt referenced in Exhibits A-C.

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

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

35. The header in Exhibit D contains the following:

Creditor: Citibank, N.A. THE HOME DEPOT Account: XXXXXXXXXXXXX5932 Alltran ID: ██████████8174 Total Balance as of June 18, 2018: \$1,079.71 Partial Account Number for Your Security

Exhibit D.

36. Exhibit D also contains the following:

Citibank, N.A. has agreed to accept \$539.86 as a settlement for monies owing on your account payable in 3 equal payments of \$179.95 due every 30 days. Once all 3 payments of \$179.95 each have been paid to our office on time, we will consider this account to be settled for less than the full balance owed. Please make your payment payable to Citibank, N.A.

Exhibit D.

37. Exhibit D states that the “Total Balance as of June 18, 2018” is \$1,079.71, and offers to settle the account for “3 equal payments of \$179.95 due every 30 days.”

38. Exhibit D makes no reference to any minimum payment.

39. Alltran misstated the amount of the debt that was actually “due” at the time it sent Exhibit D to Plaintiff. Upon information and belief, only the minimum payment was due or past due on June 1, 2018, but the unsophisticated consumer would not know that this is the case. *See Machnik*, 2017 U.S. Dist. LEXIS 160772, at *6.

40. The unsophisticated consumer receiving Exhibits A-D would be confused and misled about whether she could still make a minimum payment on the account to return it to a current status.

41. Upon information and belief, at the time Exhibit D was mailed, Plaintiff could still return her account to a current status by making a minimum payment.

42. Exhibit D represents to the unsophisticated consumer that the account has been accelerated, and fails to state that Plaintiff could make a minimum payment. Upon information and belief, the representations that the account has been accelerated and Plaintiff cannot return the account to a current status by minimum payment are false.

43. Moreover, even if the account had been accelerated as of the date of Exhibit D, Exhibit D further states that “your account continues to accrue interest and may accrue late and other charges on all owed balances pursuant to your agreement with your creditor[.]”

44. The representation that the account may accrue late charges is inconsistent with the representation that the account has been accelerated. *Rizzo*, 351 F.3d 791 at 793; *Rodriguez*, 2018 U.S. Dist. LEXIS 54898, at *12.

45. A false statement that a debt may be accruing late fees where such fees cannot accrue as a matter of law is materially misleading to the unsophisticated consumer, even if the account is accruing interest and the statement is couched in conditional language. *Boucher v. Fin. Sys. of Green Bay*, 880 F.3d 362, 367-68 (7th Cir. 2018).

46. Moreover, the body in Exhibit D also states the following settlement conditions:

Your first payment must be received within 15 days of the date of this letter. Consecutive payments are to be made at a minimum of once every 30 days until the settlement amount is paid. This offer is only valid if the payment schedule is met. If the payment schedule is not met, we are not obligated to renew this offer. If the settlement is cancelled any payments already received will be credited towards the full balance.

Exhibit D.

47. Exhibit D also contains the following payment remittance coupons:

<i>Detach Coupon and Mail with Payment</i>		
Payment 1 of 3	Payment 2 of 3	Payment 3 of 3
<u>Alltran ID: █████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910	<u>Alltran ID: █████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910	<u>Alltran ID: █████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910
Payment Amt - <u>\$179.95</u> Due Date - July 01, 2018	Payment Amt - <u>\$179.95</u> Due Date - July 31, 2018	Payment Amt - <u>\$179.95</u> Due Date - August 30, 2018

Exhibit D.

48. The settlement conditions in the body in Exhibit D are plainly inconsistent with the settlement conditions in the payment remittance coupons in Exhibit D.

49. The settlement conditions in the body in Exhibit D require the consumer to tender her first payment by July 3, 2018 (*i.e.*, within 15 days of June 18, 2018), but the coupon for Payment 1 states that the first payment is due on July 1, 2018. The unsophisticated consumer

would have no way to know when the first payment is actually due, and would not know whether the settlement would be “cancelled” if her first payment was received on July 2 or July 3.

50. The settlement conditions in the body in Exhibit D require the consumer to tender subsequent payments within thirty days of each prior payment, but the coupons for Payments 2 and 3 state that these payments are due on July 31, 2018 and August 30, 2018, respectively. Exhibit D is confusing and misleading as to the actual payment due dates for Payments 2 and 3 in cases where the consumer tenders her first or second payments early.

51. Exhibit D contains plainly contradictory settlement conditions.

52. Exhibit D does not state the material terms of the settlement in a non-confusing manner. *Pantoja*, 852 F.3d at 686-87); *Winiacki v. Creditors Interchange Receivable Mgmt., LLC*, 14 F. Supp. 1086, 1093 (N.D. Ill. Jan. 27, 2014) (“It is not enough for a collection letter to state the elements required by the FDCPA; it must state the terms of the settlement offer ‘clearly enough that [an unsophisticated consumer] is likely to understand it.’”) (quoting *Chuway*, 362 F.3d at 948); *Nichols v. Northland Groups, Inc.*, 2006 U.S. Dist. LEXIS 15037, at *19 (N.D. Ill. Mar. 31, 2006) (collection letter was confusing and misleading because it stated a settlement amount of \$4,374.54, but also stated that interest was accruing on the debt and that the consumer could call the debt collector for payment amount for the settlement); *Smith v. Nat’l Enter. Sys., Inc.*, 2017 U.S. Dist. LEXIS 47701, at *13-15 (W.D. Okla. Mar. 30, 2017) (“Any consumer receiving the first letter would be left to wonder about a material term of the offer, that is, the deadline for acceptance.”); *see also, Dorrance v. ARS Nat’l Servs.*, 2015 U.S. Dist. LEXIS 61087, at *3 (M.D. Penn. May 11, 2015) (granting final approval in class action settlement including claim that “the defendant sent letters which contained different settlement proposals and that [the plaintiff] was confused by these proposals.”).

53. The above terms also require the consumer to tender subsequent payments within thirty days of each prior payment.

June 20, 2018 Citibank Account Statement

54. On or about June 20, 2018, Home Depot Card Services mailed an account statement to Plaintiff regarding an alleged debt owed to “Citibank, N.A.” (“Citibank”) and associated with Plaintiff’s “The Home Depot Consumer Credit Card” account ending in 5932. A copy of this account statement is attached to this Complaint as Exhibit E.

55. Upon information and belief, the alleged debt referenced in Exhibit E was the same alleged debt referenced in Exhibits A-D.

56. Exhibit E states that, as of June 20, 2018, the “New Balance” of the account was \$1,135.38, and that the “Minimum Payment Due” was \$432.00, with a “Payment Due Date” of July 17, 2018.

57. Alltran’s representations in Exhibits C and D that the debt had been accelerated are inconsistent with the creditor’s representation in Exhibit E that the debt had not yet been accelerated, and the consumer could return the account to a current status by tendering a minimum payment.

58. Plaintiff was confused and misled by Exhibits A-E.

59. The unsophisticated consumer would be confused by Exhibits A-E.

60. Plaintiff had to spend time and money investigating Exhibits A-E, and the consequences of any potential responses to Exhibits A-E.

The FDCPA

61. 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.

62. 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).

63. 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).

64. 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).

65. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (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.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to

standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *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).

66. 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”).

67. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

68. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

69. 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.”

70. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

71. 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.”

72. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless

the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

73. The Seventh Circuit has held that a debt collector must clearly 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.

74. 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.”)

75. The Seventh Circuit held in *Barnes v. Advanced Call Ctr. Techs., LLC*, 493 F.3d 838, 840 (7th Cir. 2007), that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).” *See also Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 947-48 (7th Cir. 2004) (stating the “current balance” without stating the actual

amount due is confusing, misleading, and unfair because the unsophisticated consumer “might pay the larger amount thinking she would be sued otherwise, even though the extra \$ 200 might not yet be due, let alone overdue.”).

The WCA

76. 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).

77. 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).

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

79. “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.

80. 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.

81. 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).

82. 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).

83. 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. Nuvelt 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.*

84. 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.”

85. 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”

86. 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.”

87. 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

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

89. Exhibits C & D represent to the unsophisticated consumer that the balance of the account has been accelerated and attempt to resolve the balance of the account.

90. Exhibit E, an account statement that the original creditor mailed after Alltran mailed Exhibits C & D, states that the account had not yet been accelerated and Plaintiff could return her account to a current status by tendering a minimum payment.

91. Exhibits C & D are misleading and confusing as to the amount, character, and legal status of the debt Alltran sought to collect from Plaintiff and the legal status of the debt, and attempt to collect amounts that had not actually become due.

92. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(10), 1692f, 1692f(1).

COUNT II -- FDCPA

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

94. Exhibits C & D represent to the unsophisticated consumer that the account has been accelerated but also state that the account may be subject to late fees.

95. In fact, if the account had been accelerated, neither Alltran nor the creditor could impose late fees for failure to make monthly payments.

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

COUNT III -- FDCPA

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

98. Exhibit D contains misleading, confusing, and contradictory representations as to the settlement offer's payment schedule.

99. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10), and 1692f.

COUNT IV -- WCA

100. Exhibits C & D represent to the unsophisticated consumer that the balance of the account has been accelerated and attempt to resolve the balance of the account.

101. Exhibit E, an account statement that the original creditor mailed after Alltran mailed Exhibits C & D, states that the account had not yet been accelerated and Plaintiff could return her account to a current status by tendering a minimum payment.

102. Exhibits C & D are misleading and confusing as to the amount, character, and legal status of the debt Alltran sought to collect from Plaintiff and the legal status of the debt, and attempt to collect amounts that had not actually become due.

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

CLASS ALLEGATIONS

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

105. Class I ("Nationwide Accelerated Debt Class") consists of (a) all natural persons in the United States of America, (b) who were sent a series of collection letters in the form represented by Exhibits C & D to the complaint in this action, (c) where the consumer was subsequently mailed an account statement in the form of Exhibit E to the complaint in this action, (d) for an alleged debt incurred for personal, family, or household purposes, (e) where the

letter in the form of Exhibit D was mailed between October 30, 2017 and October 30, 2018, inclusive, (f) and neither of the letters was returned by the postal service.

106. Class II (“Statewide Accelerated Debt Class”) consists of (a) all natural persons in the State of Wisconsin, (b) who were sent a series of collection letters in the form represented by Exhibits C & D to the complaint in this action, (c) where the consumer was subsequently mailed an account statement in the form of Exhibit E to the complaint in this action, (d) for an alleged debt incurred for personal, family, or household purposes, (e) where the letter in the form of Exhibit D was mailed between October 30, 2017 and October 30, 2018, inclusive, (f) and neither of the letters was returned by the postal service.

107. Class III (“Nationwide Contradictory Settlement Offer 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 D to the complaint in this action, (c) for an alleged debt incurred for personal, family, or household purposes, (d) where the letter in the form of Exhibit D was mailed between October 30, 2017 and October 30, 2018, inclusive, (e) and the letter was not returned by the postal service.

108. Class IV (“Statewide Contradictory Settlement Offer 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 D to the complaint in this action, (c) for an alleged debt incurred for personal, family, or household purposes, (d) where the letter in the form of Exhibit D was mailed between October 30, 2017 and October 30, 2018, inclusive, (e) and the letter was not returned by the postal service.

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

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

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

112. 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.

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

JURY DEMAND

114. 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 Defendant for:

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

Dated: October 30, 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

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790329, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-866-458-7683

Account Number: [REDACTED] 5932

Summary of Account Activity

Previous Balance	\$970.82
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$18.59
New Balance	\$1,024.41
Past Due Amount	\$233.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$24.41
Statement Closing Date	04/20/2018
Next Statement Closing Date	05/21/2018
Days in Billing Cycle	30

Payment Information

New Balance	\$1,024.41
Minimum Payment Due	\$297.00
Payment Due Date	May 17, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

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	4 years	\$1,412

If you would like information about credit counseling services, call 1-877-337-8188.

Your Minimum Payment Due is \$297.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,024.41 by 05/17/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

Your account is 4 months past due

If you're experiencing financial difficulty, we offer a number of payment solutions that may be available to help you bring your account current, if you qualify.

» For assistance call us today at 1-866-518-7151. For the hearing impaired, call our TDD line at 1-800-995-9305.

Hours of operation: Monday--Thursday: 6:30 a.m. to 11:00 p.m. CT • Friday: 6:30 a.m. to 9:00 p.m. CT • Saturday and Sunday: 8:00 a.m. to 5:00 p.m. CT

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



PO Box 6752
Sioux Falls, SD 57117

Your Account Number is [REDACTED] 5932



For proper credit, please write
[REDACTED] 5932
on your check and enclose
with this payment coupon.

Payment Due Date	May 17, 2018
New Balance	\$1,024.41
Past Due Amount†	\$233.00
Minimum Payment Due	\$297.00

Amount Enclosed: \$ [REDACTED]

†Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.

Make Checks Payable to ▾

Statement Enclosed

00011616 1 35101527 DTF 00011616



JOSIE RODRIGUEZ
11822 W FLAGG AVE
MILWAUKEE, WI 53225-2226

HOME DEPOT CREDIT SERVICES
PO BOX 9001010
LOUISVILLE, KY 40290-1010



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Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Other Account and Payment Information.

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.

When Your Payment Will Be Credited. If we receive your mailed 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 is 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 Mail 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 made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **Online.** Go to the URL on Page 1 of your statement to make a payment. When you enroll in Online Bill Pay you can schedule your payments up to 45 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.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted each month on your due date from the payment account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. There is no fee for this service.
- **Express Mail.** Send payment by courier or express mail to: Attn: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **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.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at the Customer Service address shown on Page 1.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Think You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

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

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

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

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

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

Your Rights if You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your 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.

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Please provide change of address and update/add your phone numbers* here: (Use blue or black ink.)

*Cell:

*Home:

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Important Changes to Your Account Terms

The following is a summary of certain changes being made to your account terms. These changes will take effect on 06/21/18. For more detailed information, please see the Notice of Change in Terms and Right to Reject below.

You have the right to reject the changes summarized below, except the change to the Minimum Payment Due. If you reject these changes, you must do so no later than 06/21/18. However, if you do reject these changes, we will close your account, which means you will no longer be able to use your account for new transactions. You can reject these changes by calling us at 1-877-718-2850.

Revised Terms, as of 06/21/18	
Late Fee	Up to \$38

Minimum Payment Due. For any minimum payment calculated after 06/21/18, we are changing the way we calculate your Minimum Payment Due each billing cycle by increasing "\$25" in the calculation formulas to "\$27". You may be required to pay more of your account balance each billing cycle. As a result, your Minimum Payment Due may increase.

TRANSACTIONS

Trans Date	Description	Amount
FEES		
04/17	LATE FEE	\$ 35.00
	TOTAL FEES FOR THIS PERIOD	\$ 35.00
INTEREST CHARGED		
04/20	INTEREST CHARGE ON PURCHASES	\$ 18.59
	TOTAL INTEREST FOR THIS PERIOD	\$ 18.59

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$140.00
Total Interest Charged in 2018	\$68.47

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
	Revolving Balance	-	\$970.82	-	\$35.00	\$18.59	\$1,024.41	-	-	-
TOTAL			\$970.82	\$0.00	\$35.00	\$18.59	\$1,024.41	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	22.99% (M)	\$984.40	\$18.59

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

593202



Account: **** * 5932

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We appreciate your business as a cardholder and hope you are enjoying both the use and benefits of your card. We want you to be aware of changes we are making to your account. The following Notice of Important Changes to your Card Agreement and Right to Reject describes the change and what it means to you and your account.

If you have questions or need assistance with your account please call us at 1-866-458-7683.

We look forward to continuing to serve you in the future.

Please see below for important information about changes to your account.

Notice of Important Changes to your Card Agreement and Right to Reject

The Change. We are changing your Card Agreement. Effective 06/21/18, we are increasing the Late Fee. Effective 06/21/18, we are eliminating the Returned Payment Fee. Effective 06/21/18, we are changing the way we calculate the minimum payment due each billing cycle by increasing "\$25" in the calculation formulas to "\$27". Any terms of the Card Agreement not amended remain unchanged. Please read the information below carefully. You should keep this information with your Card Agreement for future reference.

Effective 06/21/18, we are amending the Late Fee.

- The Late Fee in the "Fees" section of the Fact Sheet is amended as follows below. In addition, for additional information regarding how and when the Late Fee will be charged, please see the section called "Fees – Late Fees" in your Card Agreement

<p>Penalty Fees</p> <ul style="list-style-type: none"> • Late Payment 	<p>The fee will be \$27; or \$38 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law.</p>
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Effective 06/21/18, we are amending the Minimum Payment Due.

- We are amending the Minimum Payment Due in the "Variable Terms Information" section of the Fact Sheet as follows below.

Variable Terms Information

Making Payments. You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add any amount specified in a promotional offer. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$27;
- \$27 if the Calculated New Balance is at least \$27; or
- 1% of the Calculated New Balance plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee.

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(The result is rounded up to the nearest dollar.) However, we subtract interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement.

The Calculated New Balance equals the New Balance on the billing statement less balances subject to the Promotion Calculation and less any balances subject to either of two types of promotional terms. The first type are terms that do not require a minimum payment. The second type are terms that require an additional amount as part of the Minimum Payment Due.

The Promotion Calculation applies to some deferred interest or 0% APR transactions. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. For transactions made prior to July 1, 2018, it applies if paying \$25 on this balance each billing cycle would result in repayment before the end of the promotion period. For transactions made on or after July 1, 2018, it applies if, paying \$27 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus two amounts. The first is any amount required by a promotional offer. The second is any amount required by the Promotion Calculation.

Right to Reject. To reject these changes, except the change to the Minimum Payment Due, you must call or write by 06/21/18. Call us toll-free at 1-877-718-2850 or write us at PO Box 790340, St Louis, MO 63179 and include your name, address, account number and a statement that you are rejecting these changes. If you notify us that you do not accept these changes, your account will be closed, which means you will no longer be able to use your account for new transactions. In addition, we will not make these changes to your account.

Deferred Interest Promotional Offer Update

From time to time, you may be offered special limited time only deferred interest promotional offers.

Deferred interest promotional offers include the following types of offers:

- No Interest if paid in full within 6 months
- No Interest if paid in full within 12 months
- No Interest if paid in full within 18 months
- No Interest if paid in full within 24 months

If the balance is not paid in full by the end of the promotional period, interest charges will be imposed from the purchase date at the purchase rate on your account which is 22.99% APR.

These offers are not available all the time and may be limited to specific merchandise and/or have minimum payment and purchase requirements as disclosed in the offer.

Your card agreement, the terms of the offer and applicable law govern these transactions including increasing APRs and fees and termination of the promotional period.

If you have any questions, please contact us at 1-866-533-2468. For TDD/TTY assistance, please call 1-888-944-2227.

Exhibit B

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-866-458-7683

Account Number: [REDACTED] 5932

Summary of Account Activity

Previous Balance	\$1,024.41
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$20.30
New Balance	\$1,079.71
Past Due Amount	\$297.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$79.71
Statement Closing Date	05/21/2018
Next Statement Closing Date	06/20/2018
Days in Billing Cycle	31

Payment Information

New Balance	\$1,079.71
Minimum Payment Due	\$364.00
Payment Due Date	June 17, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

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	4 years	\$1,453

If you would like information about credit counseling services, call 1-877-337-8188.

Your Minimum Payment Due is \$364.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,079.71 by 06/17/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

TRANSACTIONS

Trans Date	Description	Amount
FEES		
05/17	LATE FEE	\$ 35.00
	TOTAL FEES FOR THIS PERIOD	\$ 35.00

Your account is 5 months past due

If you're experiencing financial difficulty, we offer a number of payment solutions that may be available to help you bring your account current, if you qualify.

» For assistance call us today at 1-866-518-7151. For the hearing impaired, call our TDD line at 1-800-995-9305.

Hours of operation: Monday—Thursday: 6:30 a.m. to 11:00 p.m. CT • Friday: 6:30 a.m. to 9:00 p.m. CT • Saturday and Sunday: 8:00 a.m. to 5:00 p.m. CT

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



P.O. Box 790393
St. Louis, MO 63179

Your Account Number is 6035 3201 3672 5932



For proper credit, please write
[REDACTED] 5932
on your check and enclose
with this payment coupon.

Payment Due Date	June 17, 2018
New Balance	\$1,079.71
Past Due Amount†	\$297.00
Minimum Payment Due	\$364.00

Amount Enclosed: \$

†Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.

Make Checks Payable to ▼

Statement Enclosed

00042498 1 35103823 DTF 00002498



JOSIE RODRIGUEZ
11822 W FLAGG AVE
MILWAUKEE, WI 53225-2226

HOME DEPOT CREDIT SERVICES
PO BOX 9001010
LOUISVILLE, KY 40290-1010



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MSP 5588



Information About Your Account.

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Other Account and Payment Information.

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.

When Your Payment Will Be Credited. If we receive your mailed 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 is 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 Mail 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 made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **Online.** Go to the URL on Page 1 of your statement to make a payment. When you enroll in Online Bill Pay you can schedule your payments up to 45 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.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted each month on your due date from the payment account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. There is no fee for this service.
- **Express Mail.** Send payment by courier or express mail to: Attn: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.

KEY CREDIT TERMS

***Promotion Terms**

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD MAY18

HD - 9196-0400-0001 -// 113 - 25A -// E - 9 - X - 58 -// P - - - 0 - N -// 5 - - - 0 - 0 -// 01/22/18 - 04/01/03 - 181 - April 20, 2018
N - - - -// 0 - - H55B -// - TC - 0 - 0 - - -// - - - 18B05 - - 0618

Please provide change of address and update/add your phone numbers' here: (Use blue or black ink.)

*Cell:

*Home:

*Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: **** * 5932

TRANSACTIONS (cont.)

Trans Date	Description	Amount
INTEREST CHARGED		
05/21	INTEREST CHARGE ON PURCHASES	\$ 20.30
	TOTAL INTEREST FOR THIS PERIOD	\$ 20.30

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$175.00
Total Interest Charged in 2018	\$88.77

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
Revolving Balance	-	-	\$1,024.41	-	\$35.00	\$20.30	\$1,079.71	-	-	-
TOTAL			\$1,024.41	\$0.00	\$35.00	\$20.30	\$1,079.71	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	22.99% (M)	\$1,039.79	\$20.30

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

593202



5032244.61 02/5/99 0-1

202665

EOLR402A 5122 50 20180522 PG 2 OF 2

Exhibit C

PO BOX 4044
CONCORD CA 94524-4044



June 1, 2018

ADDRESS SERVICE REQUESTED

Alltran Financial, LP

Creditor: Citibank, N.A.
THE HOME DEPOT
Account: XXXXXXXXXXXXXXX5932
Alltran ID: [REDACTED] 8174
Total Balance as of June 1, 2018: \$1,079.71
Partial Account Number for Your Security



Josie Rodriguez
11822 W FLAGG AVE
MILWAUKEE WI 53225-2226



Alltran Financial, LP
PO BOX 722910
HOUSTON TX 77272-2910



Please detach at perforation and return with your payment.

SETTLEMENT OFFER

Our client, the above named creditor, has agreed to accept \$539.86 as a settlement for monies owing on your account. Payment must be received by this office within 15 days of the date of this letter to accept this offer. Please make your payment payable to Citibank, N.A.. We are not obligated to renew this offer.

If you are unable to take advantage of this settlement offer, our client has asked us to negotiate with you to resolve this debt. We would like to arrange repayment terms with you based on your individual circumstances. Because your account continues to accrue interest and may accrue late and other charges on all owed balances pursuant to your agreement with your creditor, the Total Balance on the date you pay may be greater. If you pay the Total Balance above, an adjustment may be necessary after we receive your payment. If so, we will contact you. For further information about your balance, please call your account representative.

Please call our toll-free telephone number to confirm your interest in this settlement offer or to explain your circumstances. We WILL work with you. You can call James Stauber at our toll-free number at 866-582-4084, extension 9305. We look forward to helping you resolve this account.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,

James Stauber
866-582-4084, ext. 9305
Alltran Financial, LP
P.O. Box 722910
HOUSTON TX 77272-2910

Looking for a secure and more convenient way to pay your account? Make payments with your Debit Card using your mobile phone or other electronic device at www.oursecurepayment.com to take advantage of this simple and free service available 24 hours a day.

Creditor: Citibank, N.A.
THE HOME DEPOT
Account: XXXXXXXXXXXXXXX5932
Alltran ID: [REDACTED] 8174
Total Balance as of June 1, 2018: \$1,079.71
Telephone: 866-582-4084, ext 9305
Partial Account Number for Your Security

Office Hours (all times Central)
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

PO BOX 4044
CONCORD CA 94524-4044

Alltran Financial, LP



Junio 1, 2018

ADDRESS SERVICE REQUESTED

Acreedor: Citibank, N.A.
THE HOME DEPOT
Cuenta: XXXXXXXXXXXXX5932
Alltran ID: [REDACTED] 8174
Saldo Total a partir de Junio 1, 2018: \$1,079.71
Número parcial de cuenta para su seguridad



Josie Rodriguez
11822 W FLAGG AVE
MILWAUKEE WI 53225-2226



Alltran Financial, LP
PO BOX 722910
HOUSTON TX 77272-2910



Por favor destacar al perforación y retornar con su pago.

OFRECIMIENTO DE LIQUIDACIÓN

Nuestro cliente, cuyo nombre aparece arriba, ha aceptado \$539.86 como liquidación de la cantidad debida en su cuenta. Para aceptar esta oferta, debemos recibir el pago dentro de los 15 días siguientes a partir de la fecha de esta carta. Por favor, haga su pago a nombre de Citibank, N.A.. Nosotros no estamos obligados a renovar este ofrecimiento.

Si usted no puede aprovechar este ofrecimiento de liquidación, nuestro cliente nos ha solicitado que lleguemos a un acuerdo con usted para resolver esta deuda. Nos gustaría negociar con usted los términos de repago -- basados en su situación personal. Dado que los intereses siguen creciendo en su cuenta, y además puede acumular cargos por pagos vencidos y otros cargos sobre todo el saldo debido, de conformidad con su acuerdo con su acreedor, el Saldo Total puede ser mayor en la fecha en que usted pague. Si paga el Saldo Total indicado arriba, es posible que sea necesario hacer un ajuste después de recibir su pago. De ser así, nos pondremos en contacto con usted. Para mayor información sobre su saldo, por favor llame a su representante de cuenta.

Por favor llame a nuestro número gratuito para confirmar su interés en este ofrecimiento de liquidación o para explicarnos su situación. Podemos encontrar una solución JUNTOS. Usted puede llamar a James Stauber gratuitamente al (800) 354-4150 Ext. 8803. Deseamos ayudarle a resolver esta deuda.

Esta comunicación se la envía una agencia de cobranzas. Se nos requiere que le informemos que éste es un intento para cobrar una deuda, y cualquier información que se obtenga se usará con este propósito.

Atentamente

James Stauber
(800) 354-4150 Ext. 8803
Alltran Financial, LP
P.O. Box 722910
HOUSTON TX 77272-2910

¿Está usted en busca de una forma segura y más conveniente de pagar su cuenta? Haga pagos con su Tarjeta de Débito usando su teléfono móvil u otro dispositivo electrónico en www.oursecurepayment.com para aprovechar este servicio simple y gratuito a su disposición las 24 horas del día.

Acreedor: Citibank, N.A.
THE HOME DEPOT
Cuenta: XXXXXXXXXXXXX5932
Alltran ID: [REDACTED] 8174
Saldo Total a partir de Junio 1, 2018: \$1,079.71
Para asistencia en español llame: (800) 354-4150 Ext. 8803

Horas de Oficina (todas horas en Central)
lunes - jueves: 8 am a 9 pm • viernes: 8 am a 4 pm • sábado: 7 am a 11 am

Exhibit D

Alltran Financial, LP

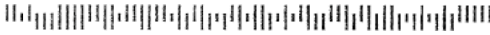
PO BOX 4044
CONCORD CA 94524-4044



June 18, 2018

Creditor: Citibank, N.A.
THE HOME DEPOT
Account: XXXXXXXXXXXXX5932
Alltran ID: ██████8174
Total Balance as of June 18, 2018: \$1,079.71
Partial Account Number for Your Security

ADDRESS SERVICE REQUESTED



Josie Rodriguez
11822 W FLAGG AVE
MILWAUKEE WI 53225-2226

SETTLEMENT OFFER \$539.86 IN 3 PAYMENTS

Citibank, N.A. has agreed to accept \$539.86 as a settlement for monies owing on your account payable in 3 equal payments of \$179.95 due every 30 days. Once all 3 payments of \$179.95 each have been paid to our office on time, we will consider this account to be settled for less than the full balance owed. Please make your payment payable to Citibank, N.A..

Your first payment must be received within 15 days of the date of this letter. Consecutive payments are to be made at a minimum of once every 30 days until the settlement amount is paid. This offer is only valid if the payment schedule is met. If the payment schedule is not met, we are not obligated to renew this offer. If the settlement is cancelled any payments already received will be credited towards the full balance. Please send in your payments along with the payment stub to the address listed on the coupon. Because your account continues to accrue interest and may accrue late and other charges on all owed balances pursuant to your agreement with your creditor, the Total Balance on the date you pay may be greater. If you pay the Total Balance above, an adjustment may be necessary after we receive your payment. If so, we will contact you. For further information about your balance, please call your account representative.

Please call our toll-free number, 866-582-4084 to confirm your interest in the settlement offer or to explain your circumstances.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for that purpose.

Sincerely,
James Stauber
866-582-4084, ext. 9305

Looking for a secure and more convenient way to pay your account? Make payments with your Debit Card using your mobile phone or other electronic device at www.oursecurepayment.com to take advantage of this simple and free service available 24 hours a day.

Office Hours (all times Central)
Monday-Thursday: 8 AM to 9 PM • Friday: 8 AM to 4 PM • Saturday: 7 AM to 11 AM

¡Traducción en español al lado reverso!

Detach Coupon and Mail with Payment

Payment 1 of 3	Payment 2 of 3	Payment 3 of 3
<p><u>Alltran ID: ██████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910</p>	<p><u>Alltran ID: ██████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910</p>	<p><u>Alltran ID: ██████8174</u> Mail Payment To: Alltran Financial, LP P.O. Box 722910 HOUSTON TX 77272-2910</p>
<p>Payment Amt - \$179.95 Due Date - July 01, 2018</p>	<p>Payment Amt - \$179.95 Due Date - July 31, 2018</p>	<p>Payment Amt - \$179.95 Due Date - August 30, 2018</p>

PO BOX 4044
CONCORD CA 94524-4044



Junio 18, 2018

ADDRESS SERVICE REQUESTED

Acreeedor: Citibank, N.A.
THE HOME DEPOT
Cuenta: XXXXXXXXXXXXXXX5932
Alltran ID: [REDACTED] 8174
Saldo Total a partir de Junio 18, 2018: \$1,079.71
Número parcial de cuenta para su seguridad



Josie Rodriguez
11822 W FLAGG AVE
MILWAUKEE WI 53225-2226

OFRECIMIENTO DE LIQUIDACIÓN
\$539.86 EN 3 PAGOS

Citibank, N.A. está de acuerdo en aceptar \$539.86 como liquidación por las cantidades de dinero que se adeudan en su cuenta, en 3 pagos iguales de \$179.95 a pagar cada 30 días. Una vez que todos y cada uno de los 3 pagos de \$179.95 hayan sido hechos a tiempo a nuestra oficina, nosotros consideraremos que esta cuenta estará liquidada por menos del saldo total adeudado. Por favor haga su pago a nombre de Citibank, N.A..

Debemos recibir su primer pago dentro de los 15 días siguientes a partir de la fecha de esta carta. Los siguientes pagos deberán hacerse por lo menos una vez cada 30 días, hasta que se termine de pagar la cantidad acordada para la liquidación. Este ofrecimiento es válido solo si se cumple con el plan de pagos. Si no se cumple con el plan de pagos, nosotros no estamos obligados a renovar este ofrecimiento. Si el acuerdo es cancelado cualquier pago que se haya recibido será acreditado al saldo total. Por favor, envíe sus pagos junto con el talón de pago a la dirección que aparece en el cupón. Dado que los intereses siguen creciendo en su cuenta, y además puede acumular cargos por pagos vencidos y otros cargos sobre todo el saldo debido, de conformidad con su acuerdo con su acreedor, el Saldo Total puede ser mayor en la fecha en que usted pague. Si paga el Saldo Total indicado arriba, es posible que sea necesario hacer un ajuste después de recibir su pago. De ser así, nos pondremos en contacto con usted. Para mayor información sobre su saldo, por favor llame a su representante de cuenta.

Por favor, llame a nuestro número gratuito (800) 354-4150 Ext. 8803 para confirmar su interés en el ofrecimiento de liquidación o para explicar su situación.

Esta comunicación se la envía una agencia de cobranzas. Se nos requiere que le informemos que éste es un intento para cobrar una deuda, cualquier información que se obtenga se usará con este propósito.

Atentamente
James Stauber
(800) 354-4150 Ext. 8803

¿Está usted en busca de una forma segura y más conveniente de pagar su cuenta? Haga pagos con su Tarjeta de Débito usando su teléfono móvil u otro dispositivo electrónico en www.oursecurepayment.com para aprovechar este servicio simple y gratuito a su disposición las 24 horas del día.

Horas de Oficina (todas horas en Central)
lunes - jueves: 8 am a 9 pm • viernes: 8 am a 4 pm • sábado: 7 am a 11 am

English text on other side!

Desprenda el cupón y envíelo junto con su pago.

Pago 3 de 3

Alltran ID: [REDACTED] 8174
Envíe su pago a:
Alltran Financial, LP
P.O. Box 722910
HOUSTON TX 77272-2910

Cantidad a pagar - \$179.95
Fecha Límite: Agosto 30, 2018

Pago 2 de 3

Alltran ID: [REDACTED] 8174
Envíe su pago a:
Alltran Financial, LP
P.O. Box 722910
HOUSTON TX 77272-2910

Cantidad a pagar - \$179.95
Fecha Límite: Julio 31, 2018

Pago 1 de 3

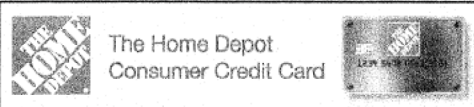
Alltran ID: [REDACTED] 8174
Envíe su pago a:
Alltran Financial, LP
P.O. Box 722910
HOUSTON TX 77272-2910

Cantidad a pagar - \$179.95
Fecha Límite: Julio 1, 2018

Exhibit E

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-866-458-7683

Account Number: [REDACTED] 5932

Previous Balance	\$1,079.71
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$20.67
New Balance	\$1,135.38
Past Due Amount	\$364.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$135.38
Statement Closing Date	06/20/2018
Next Statement Closing Date	07/20/2018
Days in Billing Cycle	30

New Balance	\$1,135.38	
Minimum Payment Due	\$432.00	
Payment Due Date	July 17, 2018	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$38.		
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	4 years	\$1,495
If you would like information about credit counseling services, call 1-877-337-8188.		

Your Minimum Payment Due is \$432.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,135.38 by 07/17/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

TRANSACTIONS

Trans Date	Description	Amount
06/17	LATE FEE	\$ 35.00
	TOTAL FEES FOR THIS PERIOD	\$ 35.00

Your account is 6 months past due

If you're experiencing financial difficulty, we offer a number of payment solutions that may be available to help you bring your account current, if you qualify.

» For assistance call us today at 1-866-518-7151. For the hearing impaired, call our TDD line at 1-800-995-9305.

Hours of operation: Monday—Thursday: 8:30 a.m. to 11:00 p.m. CT • Friday: 8:30 a.m. to 9:00 p.m. CT • Saturday and Sunday: 8:00 a.m. to 5:00 p.m. CT

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.



P.O. Box 790393
St. Louis, MO 63179

Your Account Number is [REDACTED] 5932



For proper credit, please write
[REDACTED] 5932
on your check and enclose
with this payment coupon.

Payment Due Date	July 17, 2018
New Balance	\$1,135.38
Past Due Amount†	\$364.00
Minimum Payment Due	\$432.00

Amount Enclosed: \$ [REDACTED]

†Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.

Make Checks Payable to ▼

HK00448301 1 AV 0.378 N7205433 TMN 006703 2003



JOSIE RODRIGUEZ
11822 W FLAGG AVE
MILWAUKEE, WI 53225-2226

HOME DEPOT CREDIT SERVICES
PO BOX 9001010
LOUISVILLE, KY 40290-1010



593201

01386062
8206



Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Other Account and Payment Information.

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.

When Your Payment Will Be Credited. If we receive your mailed 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 is 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 Mail 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 made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **Online.** Go to the URL on Page 1 of your statement to make a payment. When you enroll in Online Bill Pay you can schedule your payments up to 45 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.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted each month on your due date from the payment account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. There is no fee for this service.
- **Express Mail.** Send payment by courier or express mail to: Attn: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.

KEY CREDIT TERMS

***Promotion Terms**

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD MAY18

HD - 9196-0400-0001 -// - 113 - 25A -// - E - 9 - X - 58 -// - P - - - 0 - N -// - 6 - - - 0 - 0 -// - 01/22/18 - 04/01/03 - 182 - May 21, 2018
N - - - -// - 0 - - H55B -// - TC - 0 - 0 - - -// - - - - 18B05 - - 0618

Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)

*Cell:

*Home:

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: **** * 5932

TRANSACTIONS (cont.)

Trans Date	Description	Amount
INTEREST CHARGED		
06/20	INTEREST CHARGE ON PURCHASES	\$ 20.67
	TOTAL INTEREST FOR THIS PERIOD	\$ 20.67

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$210.00
Total Interest Charged in 2018	\$109.44

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
	-	-	\$1,079.71	-	\$35.00	\$20.67	\$1,135.38	-	-	-
TOTAL			\$1,079.71	\$0.00	\$35.00	\$20.67	\$1,135.38	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	22.99% (M)	\$1,094.29	\$20.67

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

593202



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202665

EOLR402A 5122 07 20180622 PG 2 OF 2

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

JOSEFA RODRIGUEZ

(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

ALLTRAN FINANCIAL LP

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"/> 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"/> 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"/> 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"/> 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	<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"/> 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"/> 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"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	PRISONER PETITIONS	<input type="checkbox"/> 720 Labor/Mgmt. Relations & 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"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

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 _____ SIGNATURE OF ATTORNEY OF RECORD _____

October 30, 2017 /s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ 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

JOSEFA RODRIGUEZ

Plaintiff(s)

v.

ALLTRAN FINANCIAL LP

Defendant(s)

Civil Action No. 18-cv-1725

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALLTRAN FINANCIAL LP
c/o C T CORPORATION SYSTEM
301 SOUTH BEDFORD STREET, SUITE 1
MADISON , WI 53703

A lawsuit has been filed against you.

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

Mark A. Eldridge
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: [Class Action: Alltran Financial Sent Series of 'Confusing' Letters to Consumer](#)
