

6. Each plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that she engaged in a consumer transaction.

7. Defendant LTD Financial Services, LP (“LTD”) is a foreign limited partnership with its principal place of business located at 7322 Southwest Freeway Ste 1600, Houston, Texas 77074. Its registered agent in Wisconsin is C T Corporation System, 301 S. Bedford St., Suite 1, Madison, Wisconsin 53703.

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

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

10. LTD is licensed as a “Collection Agency” by the Division of Banking in the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg 74.

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

12. Defendant First Savings Bank (“First Savings”) is a foreign bank, with its principal place of business located at 201 North 3rd Street, Beresford, South Dakota 57004. Its registered agent is Rick Christensen, 201 North Third, Beresford, South Dakota 57004.

13. First Savings issues credit cards account, including the First Savings Credit Card. <https://firstsavingscc.com/>.

14. First Savings does substantial business in Wisconsin.

15. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to

collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added).

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

17. First Savings is a “debt collector” under Wisconsin law, in that it collects consumer debts owed to itself, both directly and indirectly through collection agencies.

18. First Savings is a “merchant” as defined in the WCA, as the alleged debt arose from use of Plaintiff’s consumer credit account. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

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

20. The Wisconsin Department of Financial Institutions has likewise noted that merchants and creditors are “Debt Collectors” under the WCA:

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

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

21. First Savings uses third-party debt collection agencies, including LTD, to collect consumer debts.

22. First Savings, directly or indirectly, is a “debt collector” under this arrangement. Wis. Stat. § 427.103(3).

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

FACTS

Facts Relating to Plaintiff Schmitz

24. On or about March 6, 2017, Defendant mailed a debt collection letter to Schmitz regarding an alleged debt. A copy of this letter is attached to this complaint as Exhibit A.

25. Upon information and belief, Exhibit A is a form letter, generated by computer and with information specific to Schmitz inserted by computer.

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

27. Upon information belief, Exhibit A was the first written communication that Defendant LTD mailed to Schmitz regarding this alleged debt.

28. Exhibit A contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send within five days of the initial communication:

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such verification or judgment. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit A.

29. Immediately below the validation notice, Exhibit A also contains the following:

You may call this office to discuss this debt at 1-800-741-2100, ask for MIKE GATES. Please refer to the reference number above.

Exhibit A.

30. The statement that the consumer “may call this office to discuss this debt” contradicts and overshadows the consumer’s verification rights under 15 U.S.C. §§ 1692g(a)(4) and 1692g(a)(5), which can only be triggered if the consumer communicates her dispute or request for verification in writing. 15 U.S.C. § 1692g(b); *McCabe v. Crawford & Co.*, 210 F.R.D. 631, 638 (N.D. Ill. Sept. 24, 2002) (“Because Crawford’s letter might leave a consumer with the mistaken impression that it is sufficient to dispute the debt by telephone, we find that McCabe adequately states a claim under § 1692g(a)(4)”); *see also McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at* 9 (S.D. Ind. Sept. 25, 2017) (citing *McCabe*, 272 F. Supp. 2d at 743-44).

31. Many reasons why a consumer would call “to discuss” a debt, for example that the debt is not owed, that the debt collector is dunning the wrong person, or that the amount of the debt is wrong are actually disputes. As discussed below, a consumer’s question about whether the “creditor account number” is correct on Exhibit A (and it is not) would also be a dispute.

32. The false statement that the consumer can call with a dispute rather than submit a dispute in writing, or that both methods of communication are equivalent, misleads the consumer into not successfully exercising her validation rights under 15 U.S.C. § 1692g(b), which includes a temporary cessation of collection activities until verification is provided.

33. Exhibit A also contains the following:

<u>CREDITOR:</u> BARCLAYS BANK DELAWARE <u>ORIGINAL CREDITOR:</u> BARCLAYS BANK DELAWARE <u>CREDITOR ACCOUNT #:</u> XXX9792
--

LTD REF NO: [REDACTED] 8647 BALANCE: \$2,330.98
--

Exhibit A.

34. Exhibit A states that the “CREDITOR” of the debt is “BARCLAYS BANK DELAWARE,” and that the “ORIGINAL CREDITOR” of the debt is “BARCLAYS BANK DELAWARE” (“Barclays”).

35. Exhibit A further states that the “CREDITOR ACCOUNT #” ends in 9792, the “LTD REF NO” ends in 8647, and the “BALANCE” is \$2,330.98.

36. Exhibit A also contains a payment remittance slip, which includes the following:

LTD REF NO: [REDACTED] 8647
CREDITOR ACCOUNT #: XXX9792

BALANCE: \$2,330.98

Exhibit A.

37. The remittance slip in Exhibit A restates the “LTD REF NO” and the “CREDITOR ACCOUNT #.”

38. Upon information and belief, the debt LTD is attempting to collect is a “Juniper MasterCard,” owned and issued by Barclays, and associated with an account number ending in 0299. A copy of an account statement for this account dated November 16, 2016 is attached to this complaint as Exhibit B.

39. Exhibit B contains the following account information:

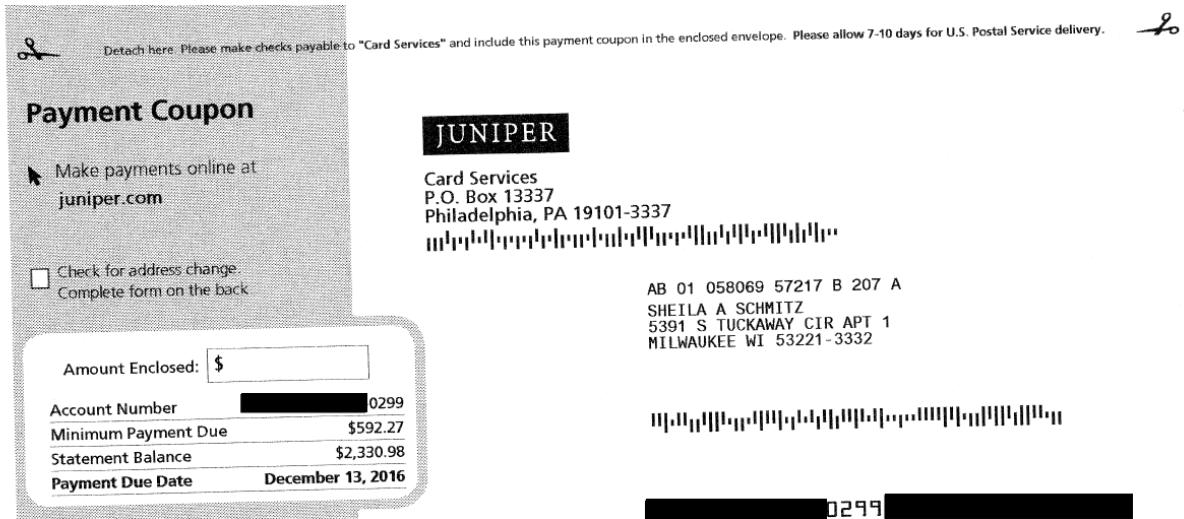


Exhibit B.

40. Exhibit A as a whole is false, deceptive, misleading, and confusing in its identification of the debt and its creditor.

41. Exhibit A states that the "CREDITOR ACCOUNT #" ends in 9792 but Exhibit B states that the account number ends in 0299.

42. The confusion engendered by Exhibit A is compounded by the fact that Defendant LTD is collecting on an account that is past due and Exhibit A states that Barclays is both the "CREDITOR" and the "ORIGINAL CREDITOR." See *Tourgeman v. Collins Fin. Servs.*, 755 F.3d 1109, 1119 n. 6 (9th Cir. 2014) (misidentification of an account number can be a material false statement).

43. The unsophisticated consumer is aware that "bad" consumer debts, including past-due credit card accounts, may be sold to third-party debt buyers, often within weeks of the account "charging off."

44. The unsophisticated consumer is also aware that third-party debt buyers generally assign purchased accounts new account numbers.

45. The unsophisticated consumer, receiving Exhibit A, would be confused and misled as to whether LTD correctly identified the current creditor in its letter, which named

Barclays as the original creditor and provided a creditor account number that was different from the number associated with her Barclays account.

46. The unsophisticated consumer, receiving Exhibit A, would be confused and misled as to the character of the debt and whether it had been sold to a third-party debt buyer.

47. The unsophisticated consumer, receiving Exhibit A, would be confused and misled as to the identity of the debt and its creditor.

48. The unsophisticated consumer, receiving Exhibit A, would be confused and misled as to whether the Exhibit A was sent to collect on an account that was not hers.

49. Schmitz was confused and misled by Exhibit A.

50. The unsophisticated consumer would be confused and misled by Exhibit A.

51. Schmitz had to spend time and money investigating Exhibit A.

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

Facts Relating to Plaintiff Machnik

First Savings' October 21, 2016 Account Statement and November 4, 2016 Letter

53. On or about October 21, 2016, First Savings mailed an account statement to Machnik regarding an alleged debt, allegedly owed to First Savings and associated with Machnik's "First Savings Credit Card" credit card account with an account number ending in 7289. A copy of this account statement is attached to this complaint as Exhibit C.

54. Upon information and belief, Exhibit C is a form account statement, generated by computer, and with the information specific to Machnik inserted by computer.

55. Exhibit C states:

ACCOUNT SUMMARY

Credit Limit	\$400.00
Credit Available	\$46.00-
Statement Closing Date	October 21, 2016

PAYMENT INFORMATION

New Balance	\$446.26
Minimum Payment Due	\$112.26
Payment Due Date	November 16, 2016

Exhibit C.

56. Exhibit C states that, as of October 21, 2016, Machnik's account ending in 7289 had a "New Balance" of \$446.26, with a "Payment Due Date" of November 16, 2016, and a "Minimum Payment Due" of \$112.26.

57. On or about November 4, 2016 First Savings mailed Machnik a debt collection letter regarding the same alleged debt, allegedly owed to First Savings. A copy of this account statement is attached to this complaint as Exhibit D.

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

59. Upon information and belief, Exhibit D is a form debt collection letter, generated by computer, and used by First Savings to attempt to collect alleged debts.

60. Exhibit D contains the following:

RE: Account number ending in 7289

Credit Limit: \$400	Delinquent Amount: \$30.00
Current Balance: \$446.26	Amount Overlimit: \$46.25
Minimum Payment Due: \$66.00	

Dear: Audrey J Machnik:

This letter is to bring to your attention that your credit card account is delinquent. The minimum payment due by your next scheduled due date is \$66.00.

Exhibit D.

61. Exhibit D, mailed on November 4, 2016, just a few days after First Savings mailed Exhibit C to Machnik, contains account information that contradicts and conflicts the account information in Exhibit C.

62. Exhibit C states that, as of October 21, 2016 the minimum payment due on November 16, 2016 was \$112.26 but Exhibit D, sent during the same billing cycle, states that “the minimum payment due by your next scheduled due date is \$66.00.”

63. Machnik was confused and misled by the contradiction between Exhibit C and Exhibit D.

64. The unsophisticated consumer would be confused and misled by the contradiction between Exhibit C and Exhibit D.

First Savings’ February 19, 2017 Account Statement and LTD’s February 23, 2017 Letter

65. On or about February 19, 2017, First Savings mailed an account statement to Machnik regarding an alleged debt, allegedly owed to First Savings and associated with Machnik’s “First Savings Credit Card” credit card account with an account number ending in 7289. A copy of this account statement is attached to this complaint as Exhibit E.

66. Upon information and belief, Exhibit E is a form account statement, generated by computer, and with the information specific to Machnik inserted by computer.

67. Exhibit E states:

AUDREY J MACHNIK

Account Number: XXXX XXXX XXXX 7289

ACCOUNT SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$400.00	New Balance	\$585.09
Credit Available	\$185.00-	Minimum Payment Due	\$387.09
Statement Closing Date	February 19, 2017	Payment Due Date	March 16, 2017

Exhibit E.

68. Exhibit E states that, as of February 19, 2017, Machnik’s account ending in 7289 had a “New Balance” of \$585.09, with a “Payment Due Date” of March 16, 2017, and a “Minimum Payment Due” of \$387.09.

69. On or about February 23, 2017 LTD mailed Machnik a debt collection letter regarding the same alleged debt, allegedly owed to First Savings. A copy of this account statement is attached to this complaint as Exhibit F.

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

71. Upon information and belief, Exhibit F is a form debt collection letter, generated by computer, and used by First Savings to attempt to collect alleged debts.

72. Upon information and belief, Exhibit F is the first written communication LTD mailed to Machnik regarding the alleged debt referenced in Exhibit F.

73. Exhibit F contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires debt collectors mail to alleged debtors along with, or within five days of, the initial written communication:

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such verification or judgment. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Exhibit F.

74. Immediately below the validation notice, Exhibit A also contains the following:

You may call this office to discuss this debt at 1-877-754-0013, ask for BILL LARRY. Please refer to the reference number above.

Exhibit F.

75. The statement that the consumer “may call this office to discuss this debt” contradicts and overshadows the consumer’s verification rights under 15 U.S.C. §§ 1692g(a)(4) and 1692g(a)(5), which can only be triggered if the consumer communicates her dispute or request for verification in writing. 15 U.S.C. § 1692g(b); *McCabe v. Crawford & Co.*, 210 F.R.D. 631, 638 (N.D. Ill. Sept. 24, 2002) (“Because Crawford’s letter might leave a consumer

with the mistaken impression that it is sufficient to dispute the debt by telephone, we find that McCabe adequately states a claim under § 1692g(a)(4)"); see also *McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at* 9 (S.D. Ind. Sept. 25, 2017) (citing *McCabe*, 272 F. Supp. 2d at 743-44).

76. Many reasons why a consumer would call "to discuss" a debt, for example that the debt is not owed, that the debt collector is dunning the wrong person, or that the amount of the debt is wrong are actually disputes. As discussed below, a consumer's question about whether the debt has been accelerated as of the date the letter was sent (and it had not been) would also be a dispute.

77. The false statement that the consumer can call with a dispute rather than submit a dispute in writing, or that both methods of communication are equivalent, misleads the consumer into not successfully exercising her validation rights under 15 U.S.C. § 1692g(b), which includes a temporary cessation of collection activities until verification is provided.

78. Exhibit F also contains the following:

CREDITOR: FIRST SAVINGS CREDIT CARD CREDITOR ACCOUNT #: [REDACTED] 7289
--

LTD REF NO: [REDACTED] 8933 BALANCE: \$585.09
--

Exhibit F.

79. Exhibit F also contains a payment remittance slip, which states the following:

LTD REF NO: [REDACTED] 8933
CREDITOR ACCOUNT #: [REDACTED] 7289

BALANCE: \$585.09

Exhibit F.

80. Exhibit F, mailed on February 23, 2017, just a few days after First Savings mailed Exhibit E to Machnik, contains account information that contradicts and conflicts with the account information in Exhibit E.

81. Exhibit E states that, as of February 19, 2017 the minimum payment due on March 16, 2017 was \$387.09 but Exhibit F, sent just a few days later, states that the “Balance” is \$585.09 and does not reference a minimum payment at all.

82. Machnik was confused and misled by the contradiction between Exhibit E and Exhibit F.

83. The unsophisticated consumer would be confused and misled by the contradiction between Exhibit E and Exhibit F.

84. The unsophisticated consumer would be unable to determine whether the debt had been accelerated or not, or how much debt is actually due as of the date of Exhibit F. Exhibit F states that the “Balance” is \$585.09 without stating an amount “due” while Exhibit E seeks only a minimum payment of \$387.09. *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.’”).

85. LTD and First Savings both represented the amount of the debt in a way that was confusing to the unsophisticated consumer and/or misrepresented the amount of the debt.

86. Upon information and belief, LTD and First Savings work in a scripted process to collect First Savings debts such as Machnik’s.

87. Upon information and belief, LTD is fully aware of the contents and representations in Exhibit E.

88. Upon information and belief, LTD is fully aware that First Savings sends account statements in the form of Exhibit E to consumers just a few days before LTD mails a letter in the form of Exhibit F.

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

90. Machnik was confused and misled by Exhibits E and F.

91. The unsophisticated consumer would be confused by Exhibits E and F.

92. Machnik had to spend time and money investigating Exhibits E and F.

93. Machnik had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibits E and F.

The FDCPA

94. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *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).

95. 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”).

96. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

97. 15 U.S.C. § 1692e(2) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

98. 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.”

99. 15 U.S.C. § 1692f generally prohibits any “unfair or unconscionable means to collect or attempt to collect a debt.”

100. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount . . . unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

101. 15 U.S.C. § 1692g states, in part:

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;

(2) the name of the creditor to whom the debt is owed;

102. The Seventh Circuit has held that a debt collector must state the required disclosures in a non-confusing manner. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000).

103. 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 § 1692g(a)(2) are the same. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 319 (7th Cir. 2016):

Section 1692g(a) requires debt collectors to disclose specific information, including the name of the current creditor, in certain written notices they send to consumers. If a letter fails to disclose the required information clearly, it violates the Act, without further proof of confusion.

104. Likewise, the Seventh Circuit has held that the standards for claims under 15 U.S.C. § 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.”)

The WCA

105. 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).

106. 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).

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

108. “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.

109. 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.

110. 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).

111. 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).

112. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuwell Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly

adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

113. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: "Communicate with the customer or a person related to the customer with such frequency of at such unusual hours or in such a manner as can reasonably be expected to threaten or harass the customer."

114. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: "Engage in other conduct . . . in such a manner as can reasonably be expected to threaten or harass the customer."

115. The Wisconsin Department of Financial Institutions, which is tasked with the regulation of licensed debt collectors, has found that "conduct which violates the Federal Fair Debt Collection Practices Act" can reasonably be expected to threaten or harass the customer. *See* Wis. Admin. Code DFI-Bkg 74.16(9) ("Oppressive and deceptive practices prohibited.").

116. 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.”

117. 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

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

119. Count I is brought on behalf of Schmitz and against LTD.

120. Exhibit A contains false, deceptive, misleading, and confusing statements about the character of the debt and the identity of the creditor.

121. By misstating the creditor account number and identifying the current creditor as the “Original Creditor,” Exhibit A misidentifies the debt and implies to the unsophisticated consumer that the debt has been sold to an undisclosed third-party debt buyer.

122. LTD violated 15 U.S.C. §§1692e, 1692e(2)(A), 1692e(10), and 1692g(a)(2).

COUNT II -- FDCPA

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

124. Count II is brought on behalf of Machnik and against LTD.

125. Prior to sending Exhibit F, LTD was aware that First Savings had sent Machnik an account statement stating Machnik’s account had a “Minimum Payment Due” of \$387.09 and a “Payment Due Date” of March 16, 2017.

126. LTD represented to Machnik that Machnik’s First Savings account had been accelerated by seeking to collect the entire balance and not just the amount actually due.

127. LTD misrepresented the amount, character, and legal status of the debt it was collecting.

128. LTD’s attempts to collect the entire balance of Machnik’s and class members’ First Savings accounts were false, misleading, and confusing representations, and were also an unfair and unconscionable means of collecting a debt.

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

COUNT III -- FDCPA

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

131. Count III is brought on behalf of Plaintiffs Schmitz and Machnik and against LTD.

132. Exhibits A and F contradict and overshadow 15 U.S.C. §§ 1692g(a)(4) and 1692g(a)(5) by informing the consumer that he may “call this office to discuss this debt.”

133. Exhibits A and F misleadingly direct consumers to dispute debts orally, which does not invoke the protections of 15 U.S.C. § 1692g(b).

134. LTD violated 15 U.S.C. §§1692e, 1692g(a)(4), 1692g(a)(5), and 1692g(b).

COUNT IV -- WCA

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

136. Count IV is brought on behalf of Schmitz and against LTD.

137. LTD is licensed as a collection agency by the Division of Banking in the Wisconsin Department of Financial Institutions.

138. Exhibit A contains false, deceptive, misleading, and confusing statements about the character of the debt and the identity of the creditor.

139. By misstating the creditor account number and identifying the current creditor as the “Original Creditor,” Exhibit A misidentifies the debt and implies to the unsophisticated consumer that the debt has been sold to an undisclosed third-party debt buyer.

140. Exhibit A is a communication that violates the FDCPA and can reasonably be expected to harass the customer.

141. Defendant violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

COUNT V -- WCA

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

143. Count V is brought on behalf of Machnik and against Defendants LTD and First Savings.

144. Exhibits C-F contain false, deceptive, misleading, and confusing statements about the amount, character, and legal status of the debt.

145. In Exhibit C, First Savings represented to Plaintiff that, as of October 21, 2016, her account had a “Minimum Payment Due” of \$112.26 and a “Payment Due Date” of November 16, 2016 but, in Exhibit D, First Savings represented to Plaintiff that, as of November 4, 2016, the “Minimum Payment Due” was \$66.00.

146. In Exhibit E, First Savings represented to Plaintiff that, as of February 19, 2017, her account had a “Minimum Payment Due” of \$387.09 and a “Payment Due Date” of March 16, 2017 but, in Exhibit F, LTD represented to Plaintiff that, as of February 23, 2017, the entire balance of the account, \$585.09, was due.

147. Exhibit F attempts to collect the debt as though it had been accelerated when it had not.

148. Exhibit F is a communication that violates the FDCPA and can reasonably be expected to harass the customer.

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

COUNT VI -- WCA

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

151. Count VI is brought on behalf of Machnik and against Defendant LTD.

152. LTD is licensed as a collection agency by the Division of Banking in the Wisconsin Department of Financial Institutions.

153. Exhibit F contains false, deceptive, misleading, and confusing statements about the amount, character, and legal status of the debt and attempts to collect amounts that are not yet due

154. Exhibit F is a communication that violates the FDCPA and can reasonably be expected to harass the customer.

155. LTD violated Wis. Stat. §§ 427.104(1)(g) and 427.104(1)(h).

CLASS ALLEGATIONS

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

157. Class I (“Confusing Creditor Name 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 A to the Complaint in this action, (c) attempting to collect a debt incurred for personal, family, or household purposes, (d) and owed to Barclays, (e) where the letter was mailed between January 30, 2017 and January 30, 2018, inclusive, (f) and was not returned by the postal service. Plaintiff Schmitz is the named representative of Class I.

158. Class II (“False Acceleration of Debt Class”), consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit F to the Complaint in this action, (c) attempting to collect a debt incurred for personal, family, or

household purposes, (d) and owed to First Savings, (e) where the letter was mailed between January 30, 2017 and January 30, 2018, inclusive, (f) and was not returned by the postal service.

Plaintiff Machnik is the named representative of Class II.

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

160. There are questions of law and fact common to the members of each Class, which common questions predominate over any questions that affect only individual class members. The predominant common questions are whether Defendants violated the FDCPA and the WCA.

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

162. Plaintiffs will fairly and adequately represent the interests of the Class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

164. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: January 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

Sheila A Schmitz
5391 S Tuckaway Cir Apt 1
Milwaukee, WI 53221-3332



7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053
MON thru THU 8:00A.M. until 9:00P.M. CT
FRI 8:00A.M. until 5:00P.M. CT
SAT 8:00A.M. until 12:00 Noon CT
Toll Free: 1-800-741-2100
Phone: (713) 773-3100
Fax: (713) 414-2126

CREDITOR:
BARCLAYS BANK DELAWARE
ORIGINAL CREDITOR:
BARCLAYS BANK DELAWARE
CREDITOR ACCOUNT #:
XXX9792

LTD REF NO: [REDACTED] 8647
BALANCE: \$2,330.98

March 6, 2017

Dear Sheila A Schmitz,

Your account with the above named creditor has been placed with LTD Financial Services, L.P., a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such verification or judgment. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

You may call this office to discuss this debt at 1-800-741-2100, ask for MIKE GATES. Please refer to the reference number above.

Visit <https://payments.ltdfin.com> to pay online.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Tear along dotted line

2652 / 000001324 / 000000004
664175674533

7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

LTD REF NO: [REDACTED] 8647
CREDITOR ACCOUNT #: XXX9792

BALANCE: \$2,330.98



Sheila A Schmitz
5391 S Tuckaway Cir Apt 1
Milwaukee, WI 53221-3332

Our TOLL FREE Number is 1-800-741-2100

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

CALIFORNIA NOTICE OF RIGHTS

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

COLORADO NOTICE OF RIGHTS

IF A CONSUMER NOTIFIES A DEBT COLLECTOR OR COLLECTION AGENCY IN WRITING THAT THE CONSUMER REFUSES TO PAY A DEBT OR THAT THE CONSUMER WISHES THE DEBT COLLECTOR OR COLLECTION AGENCY TO CEASE FURTHER COMMUNICATION WITH THE CONSUMER, THE DEBT COLLECTOR OR COLLECTION AGENCY SHALL NOT COMMUNICATE FURTHER WITH THE CONSUMER WITH RESPECT TO SUCH DEBT, EXCEPT TO ADVISE THE CONSUMER THAT THE DEBT COLLECTOR'S OR COLLECTION AGENCY'S FURTHER EFFORTS ARE BEING TERMINATED; NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR MAY INVOKE SPECIFIED REMEDIES THAT ARE ORDINARILY INVOKED BY SUCH COLLECTION AGENCY OR CREDITOR, OR NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR INTENDS TO INVOKE A SPECIFIED REMEDY. IF SUCH NOTICE FROM THE CONSUMER IS MADE BY MAIL, NOTIFICATION SHALL BE COMPLETE UPON RECEIPT.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE: WWW.COAG.GOV/CAR
OUR COLORADO ADDRESS IS 717 17TH STREET, SUITE 2300, DENVER, CO 80202 TOLL FREE AT 1-866-436-4766.

MASSACHUSETTS NOTICE OF RIGHTS

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

MINNESOTA NOTICE OF RIGHTS

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

NORTH CAROLINA NOTICE OF RIGHTS

North Carolina Department of Insurance Permit Number 101449 (HOUSTON Office) and 4372 (SAN ANTONIO Office)

NEW YORK NOTICE OF RIGHTS

CITY OF NEW YORK LICENSE # 1040646 (HOUSTON OFFICE) AND 1232423 (SAN ANTONIO OFFICE)
CITY OF BUFFALO LICENSE # 203711

TENNESSEE NOTICE OF RIGHTS

LTD Financial Services, L.P. is licensed by the Collection Service Board of the Department of Commerce and Insurance, 500 James Robertson Pkwy, Nashville, TN 37243.

WISCONSIN NOTICE OF RIGHTS

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

If you have a complaint or concern with the way we are collecting this debt, please contact our Customer Care Department at 7322 Southwest Freeway Suite 1600, Houston, TX 77074-2053, email customercare@ltdfin.com, or toll-free at 1-866-310-9845.

LTD Financial Services, L.P. is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



LTD FINANCIAL SERVICES, L.P.
P.O. BOX 630769
HOUSTON, TX 77263-0769

Exhibit B

JUNIPER

Payment Due Date	December 13, 2016
Minimum Payment Due	\$592.27
Previous Balance	\$2,269.20
Statement Balance	\$2,330.98

Customer News

CREDIT LINE WARNING

Your account balance is currently over the approved credit line. To bring your account into good standing, please pay at least \$973.25. This amount is equal to your minimum payment due of \$592.27 plus the amount over your credit line which is currently \$380.98.

MasterCard® Statement

Primary Account Number Ending in: 0299
Statement Billing Period: 10/17/16 - 11/16/16

Page 1 of 4
Questions? Call 1-888-232-0780
juniper.com

Account Summary

Minimum Payment Due	\$592.27
Payment Due Date	12/13/16
Statement End Date	11/16/16
Credit Line	\$0.00
Credit Available	\$0.00
Cash Credit Line	\$0.00
Cash Credit Available	\$0.00
Past Due Amount	\$507.80
Overlimit Amount	\$380.98

Activity Summary

Previous Balance	\$2,269.20
- Payments	\$0.00
+ Purchases	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$37.00
+ Interest Charged	\$24.78
Statement Balance	\$2,330.98

Payment Information

Statement Balance	\$2,330.98
Minimum Payment Due	\$592.27
Payment Due Date	12/13/2016

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

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	9 years	\$3,708.00

If you would like information about credit counseling services, please call 800-570-1403.

*Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to juniper.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at
juniper.com

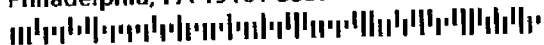
Check for address change
Complete form on the back.

Amount Enclosed: \$

Account Number 0299
Minimum Payment Due \$592.27
Statement Balance \$2,330.98
Payment Due Date 12/13/16

JUNIPER

Card Services
P.O. Box 13337
Philadelphia, PA 19101-3337



AB 01 058069 57217 B 207 A
SHEILA A SCHMITZ
5391 S TUCKAWAY CIR APT 1
MILWAUKEE WI 53221-3332



Important Information

Lost or Stolen Card: Your credit card is issued by Barclays Bank Delaware. If your card is lost or stolen, please contact us immediately at 1-888-232-0780 at any time.

Payment Information: Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement and on your home page when you login to juniper.com. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to Card Services. **Please allow 7 to 10 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 1-888-232-0780.

Mailed Payments: A conforming payment received by us by 5 p.m. ET will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement or mailed with a payment coupon printed from juniper.com to Card Services, P.O. Box 13337 Philadelphia, PA 19101-3337; and 2) is in the form of a single, non-folded check or money order made payable in U.S. dollars from a U.S. based institution. Any payment that does not meet these requirements, or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment" which may delay the crediting of the payment for up to 5 days.

Other Payment Options:

Web: Visit juniper.com to set up your payments.

Mobile: To download the Barclaycard Mobile App, text MOBILE to 53818.

Phone: Call us at 1-888-232-0780 and we will process your payment.

All payments made via web, mobile app or pay by phone by 7:00 P.M. ET will be credited to your account that same day.

Overnight Payments: Send overnight courier service or U.S.P.S. Priority Mail payments to REMITCO, Card Services, Lock Box 913337, 2080 Cabot Boulevard West, Langhorne, PA 19047. A payment received at this address by 5 P.M. ET that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

How We Will Calculate Interest.

We use a method called "daily balance (including new purchases)." We calculate interest separately for each "Balance Subject to Interest Rate." These include for example, Purchases at the current rate, Balance Transfers at the current rate, Cash Advances at the current rate, and different promotional balances. Your monthly billing statement shows each "Balance Subject to Interest Rate."

To calculate interest, we first calculate a daily balance for each Balance Subject to Interest Rate. We start with the balance, for that Balance Subject to Interest Rate, as of the end of the previous day. We add any interest calculated on the previous day's balance. (This means interest is compounded daily). We add any new Purchases, Balance Transfers or Cash Advances to the appropriate balance, subtract any new payments or credits from the appropriate balance, and make other adjustments. A credit balance is treated as a balance of zero. We then multiply each daily balance by the applicable daily periodic rate. We do this for each day in the billing period. That gives us the daily interest. We add up all the daily interest for all of the daily balances to get the total interest for the billing period.

Accrual of Interest and How to Avoid Paying Interest on Purchases.

Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, you can avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date. You may also avoid paying interest on Purchases if either Paragraph A or Paragraph B of this section applies to your account.

Continued on page 4

Make changes to your contact information below.

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

E-mail Address _____

JUNIPER**Activity for SHEILA A SCHMITZ - card ending in 0299**

No Transaction Activity At This Time

Summary of Fees and Interest

Fees Charged			
Trans Date	Posting Date	Transaction Description	Amount
11/13	11/14	LATE PAYMENT FEE	\$37.00
Total Fees for this Period			\$37.00
Interest Charged			
Trans Date	Posting Date	Transaction Description	Amount
11/16	11/16	INTEREST CHARGE ON PURCHASES	\$22.62
11/16	11/16	INTEREST CHARGE ON CASH ADVANCES	\$2.16
Total Interest for this Period			\$24.78

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	\$259.00	Total Interest charged in 2016	\$234.45
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 31 Days in Billing Cycle

	Promotional Rate End Date	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases				
Current Purchases	---	\$2,177.83	12.24%(v)	\$22.62
Balance Transfers				
Current Balance Transfers/Checks	---	\$0.00	12.24%(v)	\$0.00
Cash Advances				
Current Cash Advance	---	\$108.09	23.49%(v)	\$2.16
Total				\$24.78

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

058009 2/2



Important Information

A. If you have Purchase balances with a 0% promotional APR, you can avoid paying interest on those Purchase balances during the promotional period, and the following Paragraph B will not apply to your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

B. If you have Purchase balances with an APR that is greater than 0%, and you also have other types of promotional balances on your account, you still may be able to avoid paying interest on those balances without paying your Statement Balance in full. If this applies to your Account, you will see a Paragraph titled "Avoiding Interest on Purchases (Grace Period)" appearing directly below the Interest Charge Calculation section on the front of this Statement. This will show the amount you can pay by the Payment Due Date and still avoid interest charges on your Purchase balances. This amount may differ from your Statement Balance. It may differ because you currently have certain promotional APR balances, and the nonpayment of these balances will not affect your grace period on Purchases, provided you pay all other balances on your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

For Balance Transfers, interest will accrue from the transaction date which generally will be the day the payee accepts the Check. For Cash Advances, interest will accrue from the transaction date which generally will be the day you take the Cash Advance. Please note that purchases of Cash Equivalents, which include money orders, travelers checks, foreign currency, lottery tickets, gambling chips and wire transfers, are treated as Cash Advances and do not have a grace period. See your Cardmember Agreement for more information.

Minimum Interest Charge: This fee, if imposed, appears in the Summary of Fees as a "Minimum Interest Charge" or "Minimum Charge."

Credit Bureau Disputes: If you believe that an entry we have made on your credit bureau report is inaccurate or incomplete, please contact the reporting agency directly or contact us at Card Services, P.O. Box 8803 Wilmington, DE 19899-8801. Please include your name; your account number; the credit reporting agency where you received the bureau report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

In your letter, give us the following information:

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

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these 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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

©2016 Barclays Bank Delaware, member FDIC

Exhibit C



AUDREY J MACHNIK

Account Number: XXXX XXXX XXXX 7289

ACCOUNT SUMMARY

Table with 2 columns: Description and Amount. Includes Credit Limit (\$400.00), Credit Available (\$46.00), Statement Closing Date (October 21, 2016), Previous Balance (\$408.74), FEES CHARGED (\$31.00), INTEREST CHARGED (\$6.52), and New Balance (\$446.26).

Questions? Call Card Services 1-888-469-0291
Or Write: PO Box 5019, Sioux Falls, SD 57117-5019

PAYMENT INFORMATION

Table with 2 columns: Description and Amount. Includes New Balance (\$446.26), Minimum Payment Due (\$112.26), and Payment Due Date (November 16, 2016).

Late Payment Warning: If we do not receive your minimum payment by 5:00 PM CT on the date listed above, you may have to pay up to a \$29.00 late fee.

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

Table with 3 columns: Payment Scenario, Duration, and Total Amount. Scenarios include 'If you make no additional charges...' (16 months, \$502.00) and 'Only the minimum payment' (16 months, \$502.00).

If you would like information about credit counseling services, call 1-888-469-0291.

Notice: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TRANSACTIONS

Table with 5 columns: Tran Date, Post Date, Reference Number, Transaction Description, and Amount. Lists fees (MONTHLY PARTICIPATION FEE, LATE FEE, TOTAL FEES FOR THIS PERIOD) and interest charges (TOTAL INTEREST FOR THIS PERIOD).

Please detach this portion and submit with payment using enclosed envelope.

First Savings Credit Card
PO Box 5019
Sioux Falls SD 57117-5019

PAYMENT INFORMATION

Table with 2 columns: Description and Amount. Includes Account Number (XXXX XXXX XXXX 7289), Payment Due Date (November 16, 2016), New Balance (\$446.26), Minimum Payment Due (\$112.26), and Past Due Amount (\$30.00).



Amount Enclosed \$ []

Make Check Payable to:

First Savings Credit Card
PO Box 2509
Omaha NE 68103-2509

AUDREY J MACHNIK
2970 S 60TH ST
MILWAUKEE WI 53219-3167

373



Notification Of Disputed Item

Please sign this form and return it to the Customer Service address on the front of your statement. DO NOT mail this form with your payment. If your card has been lost, stolen or you have not received it, do not use this form and call 1-888-469-0291 immediately. Please print in blue or black ink.

NAME (PLEASE PRINT) _____
SIGNATURE: _____ DATE _____
ACCOUNT#: _____
REFERENCE#: _____ AMOUNT: _____
MERCHANT: _____

I have examined the charges made to my account and am disputing an item for the following reason:
 Neither I nor anyone authorized by me to use my card made the charge listed above. In addition, neither I nor anyone authorized by me received goods or services represented by this charge (if you do not recognize a charge, choose this option and call Customer Service immediately).
 Although I made a charge with the merchant, I was billed for (#) charges totaling \$_____ that I did not authorize nor did anyone authorized to use my card. I have all my cards in my possession. Enclosed is a copy of the sales slip for the charge I authorized.

I have not received the merchandise that was to be shipped to me. Expected date of delivery _____ (mm/dd/yy). I have asked the merchant to credit my account: YES / NO (circle one).
 I have RETURNED / CANCELLED (circle one) the merchandise on _____ (mm/dd/yy) because _____ Please provide a copy of the returned receipt, postal receipt or proof of refund.
 The attached credit slip was posted as a charge on my statement.
 I was issued a credit slip for \$_____ on _____ (mm/dd/yy) which has not posted on my statement. A copy of my credit slip is enclosed.
 Merchandise shipped to me arrived damaged and/or defective on _____ (mm/dd/yy). I returned it on _____ (mm/dd/yy). The merchant's response was _____ Please provide a copy of the returned receipt, postal receipt or proof of refund.
 The sales receipt amount was increased from \$_____ to \$_____. My sales slip was added incorrectly. Enclosed is my copy of the sales receipt which shows the correct amount.
 Other - please attach a letter describing the dispute.

Note: You may write to us, use this form or a copy of this form. If you use this form, you may want to make a copy or record the information on the reverse side.

Information About Your Account

- **Renewing your Account:** You may call the Customer Service telephone number or write to us at the Customer Service address on the front of your statement before your Annual Fee is billed to have the account cancelled and the Annual Fee will not be billed.
- **Annual Percentage Rate (APR):** Refer to the front of this statement for the APR applicable to this account.
- **Penalty APR and When it Applies:** See the Late Payment Warning on the front of this statement. If a penalty APR applies to your account, it will be listed in this section and may be applied to your account if you make a late payment. If your APR's are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
- **Annual Fees:** See the front of the statement the month prior to renewal of the account.
- **Currency Conversion Fee:** See the message on the front of your statement for the percentage applicable.
- **Balance Subject to Interest Calculation Method:** We calculate the interest on your account by multiplying the Monthly Periodic Rate by the Average Daily Balance of your account (including new purchases).
- **How to Avoid Paying Interest on Purchases:** Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
- **Payments:** In the event your check is returned unpaid for insufficient funds or uncollected funds, we may represent your check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement but a copy can be retrieved by contacting your financial institution.

Billing Rights Summary

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 First Savings Credit Card, PO Box 5019, Sioux Falls SD 57117-5019. You may also contact us on the web at www.firstsavingscc.com. In your letter, give us the following information: Your name, account number, dollar amount of the suspected error and a description of the problem describing 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 or electronically. 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 there was a mistake, you will not have to pay the amount in question or 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 line.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services 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: 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.) 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. 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 or electronically at First Savings Credit Card, PO Box 5019, Sioux Falls SD 57117-5019 or www.firstsavingscc.com. 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.

PLEASE INDICATE CHANGES BELOW

ADDRESS: _____ CITY _____ STATE _____ ZIP CODE _____
RESIDENCE PHONE: () _____ BUSINESS PHONE: () _____

PLEASE SEND ANOTHER CARD FOR AN AUTHORIZED USER

NAME: _____ PRIMARY CARDHOLDER SIGNATURE _____
(NOTE: A fee may apply for additional cards. Refer to Annual Fees listed above and your Credit Card Contract)

O1AA5384 - 16 - 04/29/11

Totals 2016 Year-to-Date	
Total fees charged in 2016	\$85.00
Total interest charged in 2016	\$63.96

IMPORTANT ACCOUNT INFORMATION

Privacy Notice - Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.firstsavingscc.com or we will mail you a free copy upon request if you call us at 1-888-469-0291.

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

YOUR ACCOUNT IS PAST DUE. PLEASE REMIT PAYMENT TODAY OR CALL 1-888-469-0291 FOR ASSISTANCE.

INTEREST CHARGE CALCULATION

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

Type of Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest rate	Interest Charge
Purchases	18.90% (f)	\$414.54	\$6.52
Cash Advances	18.90% (f)	\$0.00	\$0.00

(v) = variable (f) = fixed

Did you know that First Savings Credit Card provides an easy and secure way to view your credit card account information and make payments online? Please register at www.firstsavingscc.com.

THE MINIMUM PAYMENT DUE INCLUDES ANY AMOUNT OVER YOUR CREDIT LIMIT.



Exhibit D

FIRST SAVINGS CREDIT CARD
PO BOX 5019
SIOUX FALLS SD 57117-5019



November 4, 2016

AUDREY J MACHNIK
2970 S 60TH ST
MILWAUKEE WI 53219-3167

82697
C311



RE: Account number ending in 7289

Credit Limit: \$400 Delinquent Amount: \$30.00
Current Balance: \$446.26 Amount Overlimit: \$46.26
Minimum Payment Due: \$66.00

Dear: Audrey J Machnik:

This letter is to bring to your attention that your credit card account is delinquent. The minimum payment due by your next scheduled due date is \$66.00.

We offer the following payment options:

- * Western Union Quick Collect (First Savings Credit Card and your account number)
- * MoneyGram Express Payment (Receive Code is 3890)
- * Payment by phone by calling 1-888-437-0109 (ACH or Debit Card payments)
- * Payment over the internet at www.firssavingslcc.com
- * Check or money order should be sent to:

FIRST SAVINGS CREDIT CARD,
PO Box 2509, Omaha, NE 68103-2509

- * Priority payments should be sent to:

FIRST SAVINGS CREDIT CARD,
500 E 60th Street N, Sioux Falls, SD 57104

Sincerely,

FIRST SAVINGS CREDIT CARD

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



Exhibit E



AUDREY J MACHNIK

Account Number: XXXX XXXX XXXX 7289

ACCOUNT SUMMARY

Credit Limit \$400.00
 Credit Available \$185.00
 Statement Closing Date February 19, 2017
 Days in Billing Cycle 28
 Previous Balance \$579.09
 - Payments & Credits \$0.00
 + Purchases & Other Charges \$0.00
 + Cash Advances \$0.00
 + FEES CHARGED \$6.00
 + INTEREST CHARGED \$0.00
 = New Balance \$585.09

Questions? Call Customer Service 1-888-469-0291
 Or Write: PO Box 5019, Sioux Falls, SD 57117-5019

PAYMENT INFORMATION

New Balance \$585.09
 Minimum Payment Due \$387.09
 Payment Due Date March 16, 2017

Late Payment Warning: If we do not receive your minimum payment by 5:00 PM CT on the date listed above, you may have to pay up to a \$29.00 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more 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	14 months	\$585.00

If you would like information about credit counseling services, call 1-888-469-0291.

Notice: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TRANSACTIONS

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			FEES	
02/19	02/19		MONTHLY PARTICIPATION FEE	6.00
			TOTAL FEES FOR THIS PERIOD	6.00
			INTEREST CHARGED	
02/19	02/19		Interest Charge on Purchases	0.00
02/19	02/19		Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	0.00

Please detach this portion and submit with payment using enclosed envelope.

First Savings Credit Card
 PO Box 5019
 Sioux Falls SD 57117-5019

PAYMENT INFORMATION

Account Number XXXX XXXX XXXX 7289
 Payment Due Date March 16, 2017
 New Balance \$585.09
 Minimum Payment Due \$387.09
 Past Due Amount \$172.00

Amount Enclosed

\$



Make Check Payable to:

First Savings Credit Card
 PO Box 2509
 Omaha NE 68103-2509

AUDREY J MACHNIK
 2970 S 60TH ST
 MILWAUKEE WI 53219-3167

397



Notification Of Disputed Item

Please sign this form and return it to the Customer Service address on the front of your statement. DO NOT mail this form with your payment. If your card has been lost, stolen or you have not received it, do not use this form and call 1-888-469-0291 immediately. Please print in blue or black ink.

NAME (PLEASE PRINT) _____
SIGNATURE: _____ DATE _____
ACCOUNT#: _____
REFERENCE#: _____ AMOUNT: _____
MERCHANT: _____

I have examined the charges made to my account and am disputing an item for the following reason:

Neither I nor anyone authorized by me to use my card made the charge listed above. In addition, neither I nor anyone authorized by me received goods or services represented by this charge (if you do not recognize a charge, choose this option and call Customer Service immediately).

Although I made a charge with the merchant, I was billed for _____ (#) charges totaling \$ _____ that I did not authorize nor did anyone authorized to use my card. I have all my cards in my possession. Enclosed is a copy of the sales slip for the charge I authorized.

I have not received the merchandise that was to be shipped to me. Expected date of delivery _____ (mm/dd/yy). I have asked the merchant to credit my account: YES / NO (circle one).

I have RETURNED / CANCELLED (circle one) the merchandise on _____ (mm/dd/yy) because _____ Please provide a copy of the returned receipt, postal receipt or proof of refund.

The attached credit slip was posted as a charge on my statement.

I was issued a credit slip for \$ _____ on _____ (mm/dd/yy) which has not posted on my statement. A copy of my credit slip is enclosed.

Merchandise shipped to me arrived damaged and/or defective on _____ (mm/dd/yy). I returned it on _____ (mm/dd/yy). The merchant's response was _____ Please provide a copy of the returned receipt, postal receipt or proof of refund.

The sales receipt amount was increased from \$ _____ to \$ _____. My sales slip was added incorrectly. Enclosed is my copy of the sales receipt which shows the correct amount.

Other - please attach a letter describing the dispute.

Note: You may write to us, use this form or a copy of this form. If you use this form, you may want to make a copy or record the information on the reverse side.

Information About Your Account

- **Renewing your Account:** You may call the Customer Service telephone number or write to us at the Customer Service address on the front of your statement before your Annual Fee is billed to have the account cancelled and the Annual Fee will not be billed.
- **Annual Percentage Rate (APR):** Refer to the front of this statement for the APR applicable to this account.
- **Penalty APR and When it Applies:** See the Late Payment Warning on the front of this statement. If a penalty APR applies to your account, it will be listed in this section and may be applied to your account if you make a late payment. If your APR's are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.
- **Annual Fees:** See the front of the statement the month prior to renewal of the account.
- **Currency Conversion Fee:** See the message on the front of your statement for the percentage applicable.
- **Balance Subject to Interest Calculation Method:** We calculate the interest on your account by multiplying the Monthly Periodic Rate by the Average Daily Balance of your account (including new purchases).
- **How to Avoid Paying Interest on Purchases:** Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
- **Payments:** In the event your check is returned unpaid for insufficient funds or uncollected funds, we may represent your check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement but a copy can be retrieved by contacting your financial institution.

Billing Rights Summary

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 First Savings Credit Card, PO Box 5019, Sioux Falls SD 57117-5019. You may also contact us on the web at www.firstsavingscc.com. In your letter, give us the following information: Your name, account number, dollar amount of the suspected error and a description of the problem describing 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 or electronically. 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 there was a mistake, you will not have to pay the amount in question or 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 line.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services 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: 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.) 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. 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 or electronically at First Savings Credit Card, PO Box 5019, Sioux Falls SD 57117-5019 or www.firstsavingscc.com.

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.

PLEASE INDICATE CHANGES BELOW

ADDRESS: _____ CITY _____ STATE _____ ZIP CODE _____

RESIDENCE PHONE: () _____ BUSINESS PHONE: () _____

PLEASE SEND ANOTHER CARD FOR AN AUTHORIZED USER

NAME: _____ PRIMARY CARDHOLDER SIGNATURE _____

(NOTE: A fee may apply for additional cards. Refer to Annual Fees listed above and your Credit Card Contract)

O1AA5384 - 16 - 04/29/11

Totals 2017 Year-to-Date	
Total fees charged in 2017	\$12.00
Total interest charged in 2017	\$0.00

IMPORTANT ACCOUNT INFORMATION

Privacy Notice - Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.firstsavingscc.com or we will mail you a free copy upon request if you call us at 1-888-489-0291.

INTEREST CHARGE CALCULATION

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

Type of Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest rate	Interest Charge
Purchases	0.00% (f)	\$0.00	\$0.00
Cash Advances	0.00% (f)	\$0.00	\$0.00

(v) = variable (f) = fixed

Did you know that First Savings Credit Card provides an easy and secure way to view your credit card account information and make payments online? Please register at www.firstsavingscc.com.

THE MINIMUM PAYMENT DUE INCLUDES ANY AMOUNT OVER YOUR CREDIT LIMIT.

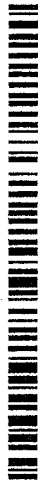


EXHIBIT F

Audrey J Machnik
2970 S 60th St
Milwaukee, WI 53219-3167



7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

MON thru THU 8:00A.M. until 9:00P.M. CT
FRI 8:00A.M. until 5:00P.M. CT
SAT 8:00A.M. until 12:00 Noon CT

Toll Free: 1-877-754-0013
Phone: (713) 773-3100
Fax: (713) 414-2126

CREDITOR:
FIRST SAVINGS CREDIT CARD
CREDITOR ACCOUNT #:
[REDACTED] 7289

LTD REF NO: [REDACTED] 8933
BALANCE: \$585.09

February 23, 2017

Dear Audrey J Machnik,

Your account with the above named creditor has been placed with LTD Financial Services, L.P., a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such verification or judgment. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

You may call this office to discuss this debt at 1-877-754-0013, ask for BILL LARRY. Please refer to the reference number above.

Visit <https://payments.ltdfin.com> to pay online.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

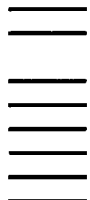
▲ Tear along dotted line ▲

2267 / 000001132 / 000000003
664174495211

7322 Southwest Freeway Suite 1600
Houston, TX 77074-2053

LTD REF NO: [REDACTED] 8933
CREDITOR ACCOUNT #: [REDACTED] 7289

BALANCE: \$585.09



Audrey J Machnik
2970 S 60th St
Milwaukee, WI 53219-3167

Our TOLL FREE Number is 1-877-754-0013

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

CALIFORNIA NOTICE OF RIGHTS

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

COLORADO NOTICE OF RIGHTS

IF A CONSUMER NOTIFIES A DEBT COLLECTOR OR COLLECTION AGENCY IN WRITING THAT THE CONSUMER REFUSES TO PAY A DEBT OR THAT THE CONSUMER WISHES THE DEBT COLLECTOR OR COLLECTION AGENCY TO CEASE FURTHER COMMUNICATION WITH THE CONSUMER, THE DEBT COLLECTOR OR COLLECTION AGENCY SHALL NOT COMMUNICATE FURTHER WITH THE CONSUMER WITH RESPECT TO SUCH DEBT, EXCEPT TO ADVISE THE CONSUMER THAT THE DEBT COLLECTOR'S OR COLLECTION AGENCY'S FURTHER EFFORTS ARE BEING TERMINATED; NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR MAY INVOKE SPECIFIED REMEDIES THAT ARE ORDINARILY INVOKED BY SUCH COLLECTION AGENCY OR CREDITOR, OR NOTIFY THE CONSUMER THAT THE COLLECTION AGENCY OR CREDITOR INTENDS TO INVOKE A SPECIFIED REMEDY. IF SUCH NOTICE FROM THE CONSUMER IS MADE BY MAIL, NOTIFICATION SHALL BE COMPLETE UPON RECEIPT.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE: WWW.COAG.GOV/CAR
OUR COLORADO ADDRESS IS 717 17TH STREET, SUITE 2300, DENVER, CO 80202 TOLL FREE AT 1-866-436-4766.

MASSACHUSETTS NOTICE OF RIGHTS

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

MINNESOTA NOTICE OF RIGHTS

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

NORTH CAROLINA NOTICE OF RIGHTS

North Carolina Department of Insurance Permit Number 101449 (HOUSTON Office) and 4372 (SAN ANTONIO Office)

NEW YORK NOTICE OF RIGHTS

CITY OF NEW YORK LICENSE # 1040646 (HOUSTON OFFICE) AND 1232423 (SAN ANTONIO OFFICE)
CITY OF BUFFALO LICENSE # 203711

TENNESSEE NOTICE OF RIGHTS

LTD Financial Services, L.P. is licensed by the Collection Service Board of the Department of Commerce and Insurance, 500 James Robertson Pkwy, Nashville, TN 37243.

WISCONSIN NOTICE OF RIGHTS

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

If you have a complaint or concern with the way we are collecting this debt, please contact our Customer Care Department at 7322 Southwest Freeway Suite 1600, Houston, TX 77074-2053, email customercare@ltdfin.com, or toll-free at 1-866-310-9845.

LTD Financial Services, L.P. is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



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

Sheila Schmitz, et al.

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
(414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS

LTD Financial Services LP, et al.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<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"/> 490 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 371 Truth in Lending	<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	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 555 Prison Condition			

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

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

VI. CAUSE OF ACTION

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

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

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: January 30, 2018 SIGNATURE OF ATTORNEY OF RECORD: /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

Sheila Schmitz, et al.

Plaintiff(s)

v.

LTD Financial Services LP
and First Savings Financial Bank,

Defendant(s)

Civil Action No. 18-cv-167

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LTD Financial Services LP
c/o C T Corporation System
301 S. Bedford St Suite 1
Madison, Wisconsin 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:

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Sheila Schmitz, et al.

Plaintiff(s)

v.

LTD Financial Services LP
and First Savings Bank,

Defendant(s)

Civil Action No. 18-cv-167

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
First Savings Bank
c/o Rick Christensen
201 North Third
Beresford, South Dakota 57004

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wisconsin Consumers Sue LTD Financial, First Savings Bank Over Alleged FDCPA Violations](#)
