

JULIE VOEKS and JEFFERY MERKOVICH,)	Case No.: 18-cv-1682
Individually and on Behalf of All Others Similarly)	
Situated,)	AMENDED CLASS ACTION
)	COMPLAINT
)	
Plaintiffs,)	
)	
v.)	
)	Jury Trial Demanded
)	
ALLIANCEONE RECEIVABLES)	
MANAGEMENT INC.,)	
)	
)	
Defendant.)	

6. Each Plaintiff is also a “customer” as defined in the WCA, Wis. Stat. § 421.301(17), in that the alleged debt arose from a consumer transaction that included agreements to defer payment.

7. Defendant AllianceOne Receivables Management, Inc. (“ARM”) is a debt collection agency with its principal offices located at 4850 East Street Road, Suite 300, Trevose, Pennsylvania 19053.

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

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

10. ARM is licensed as a “Collection Agency” pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

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

FACTS

Facts Related to Plaintiff Voeks

12. On or about December 23, 2017, TD Bank USA, N.A. (“TD Bank”) mailed Plaintiff Voeks a credit card account statement regarding an alleged debt Plaintiff owed to TD Bank for purchases and other charges incurred as a result of the use of her “Target” store-branded credit card. A copy of this account statement is attached to this Complaint as Exhibit A.

13. Exhibit A contains the following:

Payment Information	
New Balance	\$4,249.39
Minimum Payment Due	\$886.00
Payment Due Date	1/20/2018
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$38.00 late fee.	
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...
Only the minimum Payment	15 years
	And you will end up paying an estimated total of...
	\$9,720
If you would like information about credit counseling services, call 1-800-991-8433.	

14. Exhibit A also contains the following:

Summary of Account Activity	
Previous Balance	\$4,129.41
Payments and Other Credits	-\$0.00
Purchases and Other Debits	+\$0.00
Cash Advances	+\$0.00
Past Due Amount	\$724.00
Fees Charged	+\$38.00
Interest Charged	+\$81.98
New Balance	\$4,249.39
Total Credit Limit	\$0.00
Cash Limit	\$0.00
Available Credit	\$0.00
Portion Available for Cash	\$0.00
The Cash Limit is a portion of the Total Credit Limit	
Statement Closing Date	12/23/2017
Days in Billing Cycle	30

15. Exhibit A states that, as of December 23, 2017, Plaintiff Voeks's Target store-branded credit card account ending in 7082 had a "New Balance" of \$4,249.39, with an "Past Due Amount" of \$724.00, a "Minimum Payment Due" of \$886.00," and a "Payment Due Date" of January 20, 2018.

16. Exhibit A further states that, if Plaintiff Voeks does not make the minimum payment by the payment due date, Plaintiff Voeks "may have to pay up to a \$38.00 late fee."

17. Exhibit A also contains information about how the debtor can exercise his rights to assert a billing dispute under the Fair Credit Billing Act. *See* 15 U.S.C. § 1637b.

18. Exhibit A instructs the debtor to "write us at TD Bank USA, N.A., c/o Target Card Services, P.O. Box 9500, Minneapolis, Minnesota 55440," to provide the debtor's name and account number, the dollar amount of the suspected error, and a description of the dispute. *See* 15 U.S.C. § 1666(a).

19. Exhibit A further instructs the debtor that the dispute must be communicated in writing within 60 days. *See* 15 U.S.C. § 1666(a).

20. On or about December 25, 2017, ARM mailed a debt collection letter to Plaintiff Voeks regarding the same alleged debt owed to TD Bank and associated with Plaintiff's Target store-branded credit account ending in 7082. A copy of this letter is attached to this complaint as Exhibit B.

21. The alleged debt referenced in Exhibit B was incurred for personal, family, or household purposes, including purchases of household goods from Target.

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

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

24. Upon information and belief, Exhibit B was the first letter ARM sent to Plaintiff Voeks regarding this alleged debt.

25. Exhibit B includes the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g(a), requires the debt collector mail the alleged debtor along with, or within five days of, the initial communication:

IMPORTANT DISCLOSURES:

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

26. The header in Exhibit B contains the following:

Name: JULIE F VOEKS
Issuer (Creditor) Reference Number: [REDACTED] 7082
Issuer (Creditor): TD Bank USA, N.A.
Account Balance: \$4,249.39

27. The header in Exhibit B states the account balance is \$4,249.39 and does not reference a minimum payment.

28. The body in Exhibit B contains the following:

The above referenced account has been referred to our office by TD Bank USA, N.A. for collection. All further communication should be directed to this office. Any written correspondence may be mailed to the address above. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

The Account Balance of \$4,249.39 is the full amount owed as of the date of this letter. Because of interest and late charges that may vary from day to day, the Account Balance due on the day you pay may be greater. Please contact us for the updated Account Balance if you would like to pay the account in full after the date of this letter.

A Minimum Amount Due of \$886.00 is an amount that will bring your account to a current status and stop collections (unless your account goes past due in the future), if paid by 01/20/2018. The account would then be returned to our client. PLEASE NOTE that the due date for paying the Minimum Amount Due does not affect or diminish your important rights stated below, including your right to dispute this debt and request validation of this debt during the 30 days following your receipt of this letter as described below. If you do not pay the Minimum Amount Due by 01/20/2018, you are not giving up any of your rights regarding this debt.

Any payments should be mailed to Target Card Services at the address provided below. If you are experiencing financial difficulties, call our office at 866-672-3286 and a representative will assist you in negotiating a suitable arrangement.

29. Exhibit B also contains a payment remittance slip, which contains the following:

To contact us regarding your account, call:
866-672-3286

AllianceOne
Receivable Management, Inc.

Regarding		
TARGET CARD SERVICES		
Issuer Reference Number	Balance	Amount Enclosed
7082	\$4,249.39	\$.

30. Exhibit B states that “If you do not pay the Minimum Amount Due by 01/20/2018, you are not giving up any of your rights regarding this debt.”

31. Upon information and belief, if the consumer does not make the minimum payment by the minimum payment due date, TD Bank either accelerates the debt or imposes a late fee up to \$38.00. *See Exhibit A.*

32. In fact, by making a minimum payment, the consumer exercises her right to cure any default, and avoid acceleration of the balance or the imposition of a late charge. *See Exhibit A* (“If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$38.00 late fee.”); *see also, e.g., Sawyer v. Bill Me Later, Inc.*, 23 F. Supp. 3d 1359, 1361 (D. Utah May 23, 2014) (“with a typical credit card balance, a separate late fee is applied according to the disclosed late fee schedule in addition to the disclosed 19.99% interest rate that applies to the outstanding balance.”); *Johnson v. LVNV Funding*, 2016 U.S. Dist. LEXIS 19651, at *13-14 (Feb. 18, 2016) (“Johnson admits that she had credit cards and does not dispute the WaMu credit card statements, which show a debt in her name from a revolving credit card, with minimum payments and a maximum credit line amount. . . . Thus, Johnson had an installment-payment account regarding which she could make payments to restore her merchant-customer relationship. She was entitled to a right to cure before the debt was accelerated and a collection lawsuit was brought.”).

33. If Plaintiff does not make the minimum payment by the due date, she foregoes her right to cure the default by making that minimum payment; if so, the creditor may impose a late fee, and, under certain circumstances, may accelerate the balance. *See Johnson*, 2016 U.S. Dist. LEXIS 19651, at *13-26 (describing the circumstances under which the creditor may accelerate the balance); *see also* Wis. Stat. §§ 425.104 and 425.105.

34. The representation that the consumer does not give up “any rights” regarding the debt is false, deceptive, misleading, and confusing to the unsophisticated consumer because the failure to make the minimum payment may cause the creditor to impose a late fee or accelerate the remaining balance of the debt.

35. Even assuming the creditor cannot accelerate the debt because it has not provided the alleged debtor with a notice of right to cure, it may mail the notice of right to cure because the consumer failed to make the minimum payment. Because the consumer’s statutory right to cure default may only be exercised twice during any 12-month period, she foregoes her rights even if she cures the default and the balance is not accelerated. *See* Wis. Stat. § 425.105(3).

36. Moreover, Exhibit B states that the account has been referred to ARM and instructs the consumer that “All further communication should be directed to this office. Any written correspondence for this account should be mailed to 4850 Street Rd. Suite 300, Trevose, PA 19053.”

37. The unsophisticated consumer, receiving Exhibit B would direct any billing disputes to ARM, essentially communicating the dispute through the FDCPA procedures.

38. Exhibit B directs billing disputes away from the creditor address provided in Exhibit A.

39. Where the FDCPA does not specify an address for consumers to send their disputes, consumers disputing debts under the FCBA must send their disputes to the specific

address that the creditor discloses in each billing statement. *Compare, e.g., Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337, 347 (7th Cir. 2018) (“it is irrelevant that the Clinic sent the Letters to PRA’s general counsel rather than the special disputes department.”) *with* 15 U.S.C. § 1666(a) (for a dispute to be effective, it must be received at the address disclosed under 15 U.S.C. § 1637(b)(10)).

40. A dispute under the FCBA entitles the consumer to greater protections than a dispute under the FDCPA.

41. Unlike the FDCPA, the FCBA requires creditors to respond rather than simply cease collection efforts. *Compare* 15 U.S.C. § 1666(a) (creditor “shall” respond to FCBA disputes) *with Jang v. A.M. Miller & Assocs.*, 122 F.3d 480, 483 (7th Cir. 1997) (debt collector may cease debt collection activities rather than verify debt in response to FDCPA disputes).

42. Moreover, where the debt is disputed under the FDCPA, the debt collector may respond by ceasing debt collection rather than contacting the creditor to verify the debt, and the creditor may never discover that the debt was disputed, and would continue to report the debt to credit bureaus without the disputed flag.

43. Because an FCBA dispute is made directly to the creditor, it would result in accurate reporting to consumer credit bureaus.

44. The instruction that the consumer should direct “all further communication” to ARM contradicts and overshadows the consumer’s statutory rights to dispute the debt under the FCBA.

45. Exhibit B also contains false, deceptive, misleading, confusing, and contradictory representations as to the amounts that are owed and due on Plaintiff Voeks’s account.

46. The header and payment remittance slip in Exhibit B, which are offset and easily read, state the “Account Balance” is \$4,249.39 and do not reference a minimum payment due.

47. The body in Exhibit B states a “Minimum Amount Due” of \$886.00 but also represents that the entire “Account Balance” of \$4,249.39 is due in full.

48. The body in Exhibit B states that “The Account Balance of \$4,249.39 is the full amount owed as of the date of this letter,” and that, “A Minimum Amount Due of \$886.00 is an amount that will bring your account to a current status and stop collections . . . if paid by 01/20/2018.”

49. However, the body in Exhibit B further states that the debtor should contact ARM if she wishes to pay the account in full, noting that “[b]ecause of interest and late charges that may vary from day to day, **the Account Balance due on the day you pay** may be greater.” (emphasis added).

50. The unsophisticated consumer would understand the statement that “the Account Balance due on the day you pay may be greater” to be a representation that the entire account balance, rather than just the minimum payment, was due.

51. The body of Exhibit B represents to the unsophisticated consumer that the entire account balance is due as of the date of Exhibit B.

52. As of the date of Exhibit B, the entire account balance was not due. TD Bank had not accelerated the balance of the account, which is why Exhibit B states that “A Minimum Amount Due of \$886.00 is an amount that will bring your account to a current status and stop collections”

53. The unsophisticated consumer would be confused as to the amount of the debt ARM was attempting to collect, and whether AllianceOne was attempting to collect only the Minimum Amount Due, or the Account Balance. *E.g., Chuway v. Nat’l Action Fin. Servs.*, 362 F.3d 944, 948 (7th Cir. 2004) (“It is not enough that the dunning letter state the amount of the debt that is due. It must state it clearly enough that the recipient is likely to understand it.”);

Barnes v. Advanced Call Ctr. Techs., LLC, 493 F.3d 838, 840 (7th Cir. 2007) (“Only the past due amount, the amount owed [to the debt collector] can be the ‘amount of the debt’ under § 809(a)(1).”).

54. On a credit card account, the amount “due” and the amount “owing” are different concepts. *See Machnik v. RSI Enters.*, 2017 U.S. Dist. LEXIS 160772, at *6 (E.D. Wis. Sept. 29, 2017) (“In the context of a debt, “owing” an amount is distinguishable from the amount “due.” For example, a debtor might “owe” a certain amount on a loan, but only a portion of that amount will be “due” at a particular time.”); *see also Balke v. Alliance One Receivables Mgmt.*, 2017 U.S. Dist. LEXIS 94021, at *15-16 (E.D.N.Y. June 19, 2017).

55. Upon information and belief, ARM was hired to collect the Minimum Amount Due.

56. ARM compounds the confusion by stating the “above referenced *account* has been referred to our office by TD Bank USA, N.A. for collection.” (emphasis added), including only the “Account Balance” in the header and payment remittance slip, stating that interest and late charges may cause “the Account Balance due on the day you pay [to be] greater,” and leaving the “Amount Enclosed” field for the consumer to fill in.

57. It is not unusual for banks to hire a debt collector to collect only the “past due” amount, i.e. missed payments and fees, of a credit card balance rather than the whole balance. The Seventh Circuit held in *Barnes* that “only the past due amount, the amount owed [to the debt collector], can be the ‘amount of the debt’ under § 809(a)(1).” *Barnes*, 493 F.3d at 840. Whichever number ARM is truly collecting, it need only state that amount in the letter.

58. The different amounts on Exhibit B render Exhibit B confusing to the unsophisticated consumer, who would not be able to determine, or would be confused as to, which amount ARM was actually attempting to collect.

59. Exhibit B equivocates as to the amount that ARM is actually trying to collect.

60. Exhibit B indicates that ARM is actually attempting to collect the entire account balance when it is not.

61. Upon information and belief, the purpose of ARM's conduct – equivocating as to the amount it is hired to collect – is to increase its profits under false pretenses.

62. Upon information and belief, ARM, like most third-party debt collectors, is paid on a contingency basis, retaining a portion of each debt recovered. *See* 78 FR 67848, 67849 (Nov. 12, 2013) (“Typically, third-party collectors are paid on a contingency basis, usually a percentage of recoveries.”)

63. Upon information and belief, if a consumer pays ARM an amount greater than the “Amount Now Due,” ARM is still entitled to retain a portion of that recovery.

64. By equivocating as to the amount it is attempting to collect and confusing consumers as to the amount owed as of the date of Exhibit B, ARM essentially pre-maturely accelerates the balance of the debt.

65. Moreover, under *Chuway* and *Barnes*, ARM cannot attempt to collect the entire balance that is owed to TD Bank because “only the past due amount, the amount owed [to the debt collector], can be the amount of the debt” *Barnes*, 493 F.3d at 840; *Chuway*, 362 F.3d at 948; *see also* 15 U.S.C. § 1692e(2)(a).

66. Even assuming the unsophisticated consumer somehow understood ARM was hired to collect the “Minimum Amount Due,” she would be misled to believe that the balance had been accelerated and was due in full as of the date of Exhibit B.

67. While a creditor may hire a debt collector to collect the past due amount in its entirety, it is not required to do so.

68. A creditor that engages a debt collector on a contingency basis, which entitles the debt collector to retain a percentage of any amount recovered, may engage the debt collector to portions of the balance that are seriously delinquent, but engage in-house efforts to collect portions that have only recently become due or past due.

69. The confusion caused by the false and confusing statements in Exhibit B would necessarily intimidate the unsophisticated consumer, and distract her attention away from her dispute rights. *E.g., Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629-30 (7th Cir. 2009).

70. Plaintiff Voeks was confused and misled by Exhibits A & B.

71. The unsophisticated consumer would be confused and misled by Exhibits A & B.

72. Plaintiff Voeks had to spend time and money investigating Exhibits A & B, and the consequences of any potential responses to Exhibits A & B.

Facts Related to Plaintiff Merkovich

73. On or about March 22, 2018, ARM mailed a debt collection letter to Plaintiff Merkovich regarding an alleged debt owed to “Credit First, N.A.” A copy of this letter is attached to this complaint as Exhibit C.

74. Upon information and belief, the alleged debt referenced in Exhibit C was incurred by use of a credit card, used only for personal, family, and household purposes.

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

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

77. Exhibit C states that the balance of Plaintiff Merkovich's alleged debt is \$1,156.95.

78. Exhibit C also includes the following representations:

We can reduce the balance of your past due account by 35%!

We will accept a reduced payment amount of \$752.02.

79. Additionally, Exhibit C includes the following representations:

Regarding:	Credit First, N.A.		
Creditor Reference Number		Balance	Offer Amount
[REDACTED] 7757		\$1,156.95	\$752.02

80. Upon information and belief, the offer to “reduce the balance” stated in Exhibit C is actually an offer to settle the account, not a reduced balance by which the consumer may pay the account in full.

81. In the context of credit reporting, there is a difference between resolving an account by paying the account in full and resolving the account by settling it in full. The unsophisticated consumer would be confused as to whether the account would be reported as “paid in full” or “settled in full.” See e.g., *Molton v. Experian Info. Solutions, Inc.*, 2004 U.S. Dist. 659, at *13 (N.D. Ill. Jan. 21, 2004); *Nielsen v. E*Trade Mortg. Corp.*, 2015 U.S. Dist. LEXIS 39781, at *4-5 (E.D. Mich. Mar. 30, 2015); *Shaw v. Experian Info. Solutions, Inc.*, 2016

U.S. Dist. LEXIS 134991, at *31-32 (S.D. Calif. Sept. 28, 2016); *Keller v. Trans Union LLC*, 2017 U.S. Dist. LEXIS 283, at *7-8 (D. Ariz. Jan. 3, 2017).

82. Upon information and belief, if the consumer paid the “full reduced balance amount,” ARM, and/or the creditor, would report the account to consumer reporting agencies as “settled in full” rather than “paid in full.”

83. Upon information and belief, ARM uses the phrases “reduce the balance” and “reduced payment amount” to confuse consumers and induce them into paying this amount under the assumption that ARM, and the creditor, will report the account to consumer reporting agencies as “paid in full.”

84. Plaintiff Merkovich was confused and misled by Exhibit C.

85. The unsophisticated consumer would be confused and misled by Exhibits C.

86. Plaintiff Voeks had to spend time and money investigating Exhibits C, and the consequences of any potential responses to Exhibits C.

The FDCPA

87. 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.”); *Lorang v. Ditech Fin.*

LLC, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Qualls v. T-H Prof'l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same);

see also Mogg v. Jacobs, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

88. 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”). 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).

89. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

90. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

91. 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.”

92. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

93. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

94. 15 U.S.C. § 1692g states:

a) Notice of debt; contents

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

(1) the amount of the debt;

...

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

b) Disputed debts

...

Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.

95. The Seventh Circuit has held that a debt collector must state the correct amount of the debt on the date a letter is sent to a consumer, and must do so in a non-confusing manner.

Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C., 214 F.3d 872, 875 (7th Cir. 2000):

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

96. The Seventh Circuit has also held that a debt collector must disclose the consumer’s rights to dispute the debt clearly and may not include confusing language that obscures the consumer’s statutory rights by distracting her attention away from the validation notice. *Muha*, 558 F.3d at 629-30.

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

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

The WCA

98. 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).

99. 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).

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

101. “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.

102. 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.

103. 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).

104. 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).

105. 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. Nuvel 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.*

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

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

108. The failure to effectively convey a customer’s validation rights can reasonably be expected to harass the customer. See Wis. Admin. Code DFI-Bkg § 74.16(9) (“Oppressive and deceptive practices prohibited.”) (prohibiting licensed Collection Agencies from engaging in conduct that “can reasonably be expected to threaten or harass the customer, including conduct which violates the Federal Fair Debt Collection Practices Act”); see also *Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. Jan. 22, 2008) (communicating that a consumer’s rights would be preserved through oral communication effectively misleads the consumer into delaying the transmission of the consumer’s written request for the verifying documentation, thereby causing the loss of valuable consumer rights violated state statute forbidding harassing, abusive, misleading, and unfair debt collection practices).

109. 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.”

110. 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

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

112. Count I is brought on behalf of Plaintiff Voeks.

113. Exhibit B states that, “If you do not pay the Minimum Amount Due by [the due date], “you are not giving up any of your rights regarding this debt.”

114. Failure to make the minimum payment by the due date could result in the creditor imposing late fees, accelerating the debt, or requiring the consumer to exercise one of her two statutory opportunities to have the right to cure the default.

115. Exhibit B also instructs the consumer that “All further communication should be directed to this office.”

116. Exhibit B instructs the unsophisticated consumer that to send billing disputes to the debt collector rather than the creditor, which could cause the debtor to forego his rights to dispute billing errors under the FCBA.

117. Exhibit B instructs consumers that “Any correspondence for this account should be mailed to 4850 Street Rd. Suite 300, Trevose, PA 19053.”

118. Exhibit B overshadows and contradicts the consumer’s right to dispute the debt by telephone.

119. Exhibit B is false, deceptive, misleading, and confusing to the unsophisticated consumer and overshadows the consumer’s validation rights.

120. Defendant violated 15 U.S.C. § 1692e, 1692e(10), 1692f, and 1692g(a)(3).

COUNT II -- FDCPA

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

122. Count II is brought on behalf of Plaintiff Voeks.

123. Exhibit B misstates the amount due on Plaintiff's account.

124. By representing the entire balance of the account to be due, Exhibit B confuses and misleads the consumer about the amount, character, and status of the debt, and attempts to collect portions of the balance that are not yet due.

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

COUNT III – FDCPA

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

127. Count III is brought on behalf of Plaintiff Voeks.

128. Exhibit B represented the amount of the debt that ARM was attempting to collect in a confusing manner by stating multiple amounts that ARM was attempting to collect.

129. The unsophisticated consumer would be confused, deceived, and misled to believe that ARM was attempting to collect the total balance, when it was not actually doing so because the debt had not yet been accelerated.

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

COUNT IV – WCA

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

132. Count IV is brought on behalf of Plaintiff Voeks.

133. ARM is licensed as a Collection Agency pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. Ch. 74.

134. ARM misrepresented the amount due on Plaintiff's account as of the date of its letter.

135. ARM misrepresented the amount it was authorized to collect and attempting to collect with Exhibit B.

136. Exhibit B confuses and misleads debtors about their statutory rights.

137. Exhibit B violates the FDCPA.

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

COUNT V - FDCPA

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

140. Count IV is brought on behalf of Plaintiff Merkovich.

141. By stating that ARM "can reduce the balance of your past due account," Exhibit C includes false, deceptive, and misleading representations as to whether payment of the such would result in the account being reported to consumer reporting agencies as "Paid in Full" or "Settled in Full."

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

COUNT VI - WCA

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

144. Count IV is brought on behalf of Plaintiff Merkovich.

145. Exhibit C violates the FDCPA.

146. ARM is licensed as a Collection Agency pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. Ch. 74.

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

CLASS ALLEGATIONS

148. Plaintiff brings this action on behalf of three Classes.

149. Class I consists of (a) all natural persons in the United States of America, (b) who were sent an account statement in the form represented by Exhibit A and an initial collection letter in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a credit card account debt owed to TD Bank, (d) which debt was incurred for personal, family, or household purposes, (e) where the letter in the form of Exhibit B was mailed between October 22, 2017 and October 22, 2018, inclusive, (f) and was not returned by the postal service. Plaintiff Voeks is the proposed class representative for Class I.

150. Class II consists of (a) all natural persons in the State of Wisconsin, (b) who were sent an account statement in the form represented by Exhibit A and an initial collection letter in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a credit card account debt owed to TD Bank, (d) which debt was incurred for personal, family, or household purposes, (e) where the letter in the form of Exhibit B was mailed between October 22, 2017 and October 22, 2018, inclusive, (f) and was not returned by the postal service. Plaintiff Voeks is the proposed class representative for Class II.

151. Class III consists of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt was incurred for personal, family, or household purposes, (d) mailed

between October 22, 2017 and October 22, 2018, inclusive, (e) and was not returned by the postal service. Plaintiff Merkovich is the proposed class representative for Class III.

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

153. There are questions of law and fact common to the members of the classes, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits B & C violates the FDCPA and WCA.

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

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

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

JURY DEMAND

157. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Class and against Defendant for:

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

Dated: October 22, 2018

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
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



9001A

REDcard Ending in: 5783

Account Identification Number: [REDACTED] 7082
JULIE F VOEKS

Statement Closing Date: December 23, 2017
Page 1 of 2

Summary of Account Activity

Previous Balance	\$4,129.41
Payments and Other Credits	-\$0.00
Purchases and Other Debits	+\$0.00
Cash Advances	+\$0.00
Past Due Amount	\$724.00
Fees Charged	+\$38.00
Interest Charged	+\$81.98

New Balance \$4,249.39

Total Credit Limit	\$0.00
Cash Limit	\$0.00
Available Credit	\$0.00
Portion Available for Cash	\$0.00

The Cash Limit is a portion of the Total Credit Limit

Statement Closing Date	12/23/2017
Days in Billing Cycle	30

For questions, an address change or to report a lost or stolen card, go online or call us:

Manage My REDcard	Target.com/redcard
Target Card Services	1-800-424-6888
TDD/TDY	1-800-347-5842
Outside the U.S.	1-612-815-9922 (Call Collect)

Calling will not preserve your billing-error rights

Payment Information

New Balance	\$4,249.39
Minimum Payment Due	\$886.00
Payment Due Date	1/20/2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$38.00 late fee.

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	15 years	\$9,720

If you would like information about credit counseling services, call 1-800-991-8433.

Transactions

Trans Date	Description of Transaction or Credit	Location	Amount
Payments And Other Credits			
No payments or credits were received last month.			
(transactions continued on next page)			

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INCLUDE THIS PORTION WITH YOUR PAYMENT MADE PAYABLE TO TARGET CARD SERVICES



Account Number Ending in	5783
Account Identification Number	[REDACTED] 7082
New Balance	\$4,249.39
Minimum Payment Due	\$886.00
Payment Due Date	January 20, 2018

Amount
Enclosed \$

NEW PHONE, HOME OR
E-MAIL ADDRESS?
PLEASE UPDATE ON
REVERSE SIDE.

TARGET CARD SERVICES
P.O. BOX 660170
DALLAS TX 75266-0170



AAM23-00034130-001-002

JULIE F VOEKS
517 E RAWSON AVE
OAK CREEK WI 53154-1509



Payment Information:

Please make payments in U.S. Dollars, accompanied by the lower portion of your statement. Mail us your payment in the enclosed return envelope or addressed to: Target Card Services, P.O. Box 660170, Dallas, TX 75266-0170.

Please do not mail cash payments or gift certificates. Make your check payable to **Target Card Services**. If these payment instructions are not followed the crediting of payments may be delayed for up to five (5) days after receipt. Payments received by 5:00PM CT are credited as of the day of receipt.

You may at any time pay the full amount you owe or any part thereof without incurring any prepayment charges.

Electronic Payment Processing: When you provide a check as payment, you authorize us either to 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.

If your check is returned unpaid for insufficient or uncollected funds, we may present the returned check electronically.

How We Calculate the Balance for Interest Charge: We calculate a Daily Balance for your Account balance. We maintain separate balances for your Purchases, Cash Advances and special promotional balances (each, a "Balance Type") and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate and that daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases and Cash Advances are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase or Cash Advance is posted to the Account. Cash Advance Fees are included in the Daily Balance of Cash Advances, and all other fees are included in the Daily Balance of Purchases, when posted to the Account. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest Charge for the billing period. The Balance Subject to Interest Rate shown on the front of the statement is the average daily balance which is multiplied by the number of days in the billing cycle and the periodic rate applied to the Balance Type to determine the amount of interest.

Paying Interest: You may avoid paying an Interest Charge on the purchases balance by paying your entire New Balance by the Payment Due Date each month. An Interest Charge will continue to accrue on the cash advance balance until paid in full. If your account has a cash advance or promotional balance, this may impact how we are required to apply your payments and whether you can avoid paying Interest Charges on purchases.

Delinquent Accounts: Failure to pay at least the Minimum Payment Due may result in a late payment fee. If your Account is past due or in default under the Credit Card Agreement, this is an attempt to collect a debt and any information obtained will be used for that purpose.

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.

Disputes About Information We Reported to Credit Bureaus: If you believe we have reported inaccurate information about your Account to a credit bureau, you may notify us by sending your Account number and a description of the information you believe to be inaccurate along with any documentation supporting the inaccuracy such as your credit report to: Target Card Services, P.O. Box 673, Minneapolis, MN 55440-0673.

Disputed Amounts: All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "payment in full" or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown in the summary of your billing rights that appears below. We may accept any such payment, at this address or elsewhere, without waiving any of our rights to receive full payment under the terms of your Credit Card Agreement.

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: TD Bank USA, N.A., c/o Target Card Services, P.O. Box 9500, Minneapolis, MN 55440.

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 and 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 Target mailed to you, or if Target or Target.com sold you the goods or services.)
2. You must use 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: Target Card Services, P.O. Box 1581, Minneapolis, MN 55440-1581.

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.

Target Card Services provides services for your account with TD Bank USA, N.A. ©2017 Target Brands, Inc. Target, the Bullseye Design and Bullseye dog are trademarks of Target Brands, Inc., used under license. The REDcard credit cards are issued by TD Bank USA, N.A. Mastercard is a registered trademark of Mastercard International Incorporated.

NEW HOME OR E-MAIL ADDRESS?

Please complete the following information:

Name

Street Address

City, State, Zip Code

Home Phone

Work Phone

E-Mail Address



80019

REDcard Ending in: 5783

Account Identification Number: [REDACTED] 7082

JULIE F VOEKS

Statement Closing Date: **December 23, 2017**

Page 2 of 2

Transactions (cont.)

Trans Date	Description of Transaction or Credit	Location	Amount
Fees			
Dec. 20	LATE PAYMENT FEE		\$38.00
	TOTAL FEES FOR THIS PERIOD		\$38.00
Interest Charged			
	INTEREST CHARGE-PURCHASES		\$81.98
	TOTAL INTEREST CHARGED FOR THIS PERIOD		\$81.98
2017 Totals Year-to-Date			
Total fees charged in 2017			\$217.00
Total interest charged in 2017			\$883.88

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	23.90% (v)	\$4,173.92	\$81.98
Cash Advances	23.90% (v)	\$0.00	\$0.00
(v) = Variable Rate			
There is a Minimum Charge of \$1.00 for any billing period in which an interest charge is imposed.			

Special Announcements and Exclusive Offers**Go Paperless**Go paperless, easily make payments, and set up alerts for your account with REDcard Account Management! Enroll today at Target.com/redcard.

Exhibit B

Telephone: 866-672-3286
December 25, 2017

Name: JULIE F VOEKS
Issuer (Creditor) Reference Number: [REDACTED] 7082
Issuer (Creditor): TD Bank USA, N.A.
Account Balance: \$4,249.39

Dear JULIE F VOEKS ,

The above referenced account has been referred to our office by TD Bank USA, N.A. for collection. All further communication should be directed to this office. Any written correspondence may be mailed to the address above. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

The Account Balance of \$4,249.39 is the full amount owed as of the date of this letter. Because of interest and late charges that may vary from day to day, the Account Balance due on the day you pay may be greater. Please contact us for the updated Account Balance if you would like to pay the account in full after the date of this letter.

A Minimum Amount Due of \$886.00 is an amount that will bring your account to a current status and stop collections (unless your account goes past due in the future), if paid by 01/20/2018. The account would then be returned to our client. PLEASE NOTE that the due date for paying the Minimum Amount Due does not affect or diminish your important rights stated below, including your right to dispute this debt and request validation of this debt during the 30 days following your receipt of this letter as described below. If you do not pay the Minimum Amount Due by 01/20/2018, you are not giving up any of your rights regarding this debt.

Any payments should be mailed to Target Card Services at the address provided below. If you are experiencing financial difficulties, call our office at 866-672-3286 and a representative will assist you in negotiating a suitable arrangement.

IMPORTANT DISCLOSURES:

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

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

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

✂ Detach Bottom Portion And Return With Payment ✂

S: 114156-L: 3776-O: TNU-VIS3-3776-44

To contact us regarding your account, call:
866-672-3286

AllianceOne
Receivables Management, Inc.

PO Box 1259
Dept. 114164
Oaks, PA 19456



✉ Mail return address only; send no letters

Regarding		
TARGET CARD SERVICES		
Issuer Reference Number	Balance	Amount Enclosed
[REDACTED] 7082	\$4,249.39	\$.

↓ Please make check or money order payable to:



JULIE F VOEKS
517 E RAWSON AVE
OAK CREEK WI 53154-1509

Target Card Services
PO Box 660170
Dallas, TX. 75266-0170



Exhibit C

AllianceOne

Receivables Management, Inc.

4850 Street Rd. Suite 300
Trevose, PA 19053

✉ Please send all correspondence to the above address

Telephone: 888-419-2387
March 22, 2018

Name: JEFFERY S MERKOVICH
Account Number: [REDACTED] 1495
Creditor Reference Number: [REDACTED] 7757
Creditor: Credit First, N.A.

We have been engaged to assist you with repaying your Credit First, N.A. account.

We understand you didn't mean to fall behind on your payments, but it seems that you have. We want to help.

*** Tax Return Time

You may soon be filing your tax return. Right now is an excellent time for you to resolve your account.

We can reduce the balance of your past due account by 35%!

We will accept a reduced payment amount of \$752.02.

Please take the first step and call our office today to speak with a friendly agent. Telephone 888-419-2387. If you'd prefer to take advantage of this savings opportunity by mail, enclose a check for the full reduced payment amount, and mail it back in the enclosed envelope.

As long as you haven't made other arrangements to repay this debt, you are eligible for this offer. For accounting purposes, to accept this offer please send the reduced payment amount within 30 calendar days after the date of this letter. If you wish to make a payment proposal, or need additional time to respond to this offer, please call us to discuss it. We are not obligated to renew this offer.

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

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

✂ Detach Bottom Portion And Return With Payment ✂

S: 114156-L: 4115-O: TO2-TOL-4001-468

To contact us regarding your account, call:
888-419-2387

AllianceOne
Receivables Management, Inc.

PO Box 1259
Dept. 114164
Oaks, PA 19456



✉ Mail return address only; send no letters

Regarding: Credit First, N.A.

Creditor Reference Number	Balance	Offer Amount
[REDACTED] 7757	\$1,156.95	\$752.02

✉ Please make check or money order payable to:

AllianceOne Receivables Management Inc
PO Box 3102
Southeastern, PA 19398-3102



JEFFERY S MERKOVICH
249 N CHICAGO AVE APT 5
SOUTH MILWAUKEE WI 53172-1269

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**

JULIE VOEKS and JEFFERY MERKOVICH

(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**

ALLIANCEONE RECEIVABLES MGMT. INC.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

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

15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act and 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

October 22, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JULIE VOEKS and JEFFERY MERKOVICH

Plaintiff(s)

v.

ALLIANCEONE RECEIVABLES MANAGEMENT INC

Defendant(s)

Civil Action No. 18-cv-1682

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ALLIANCEONE RECEIVABLES MANAGEMENT INC.
c/o CT CORPORATION SYSTEM
301 South Bedford Street, Suite 1
Madison, WI 53703

A lawsuit has been filed against you.

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

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-1682

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

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

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

Date: _____

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

Additional information regarding attempted service, etc.:

Print

Save As...

Case 1:18-cv-01682 Filed 10/22/18 Page 2 of 2 Document 1-1

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [AllianceOne Receivables Management Accused of Misleading Collection Practices](#)
