

6. Plaintiff Marlene Kanehl is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

7. Each Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from Plaintiffs a debt allegedly incurred for personal, family, or household purposes.

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

9. Defendant Allied International Credit Corp. (“Allied”) is a foreign corporation with its principal place of business located at 2222-2228 West Northern Avenue, Suite B202, Phoenix, AZ 85021..

10. Allied does substantial business in Wisconsin and maintains a registered agent for service of process at Corporation Service Company., 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

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

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

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

FACTS

Facts Related to Plaintiff Voeks

14. On or about November 10, 2017, Synchrony Bank (“Synchrony”) mailed Plaintiff Voeks a credit card account statement for a “Blaine’s Fleet Farm” store-branded credit card with an account number ending in 1529. A copy of this account statement is attached to this Complaint as Exhibit A.

15. Upon information and belief, the alleged debt referenced in Exhibit A was incurred for personal, family, or household purposes, including purchases of household goods from Blaine’s Fleet Farm stores.

16. Exhibit A contains the following representations:

Payment Information	
New Balance	\$5,323.09
Minimum Payment This Period	\$216.00
Amount Past Due	\$380.00
Total Minimum Payment Due	\$596.00
Payment Due Date	12/04/2017

17. Exhibit A states that, as of November 10, 2017 Plaintiff Voeks’ alleged Blaine’s credit card account had a “New Balance” of \$5,323.09, with an “Amount Past Due” of \$380.00, a “Total Minimum Payment Due” of \$596.00,” and a “Payment Due Date” of December 4, 2017.

18. On or about November 28, 2017, Synchrony mailed a debt collection letter to Plaintiff Voeks regarding the same Blaine’s credit card account ending in 1529. A copy of this letter is attached to this Complaint as Exhibit B.

19. Exhibit B states that “\$380.00 is the AMOUNT NOW DUE.”

20. The “AMOUNT NOW DUE” stated in Exhibit B is the “Amount Past Due” stated in Exhibit A.

21. On or about December 12, 2017, Synchrony mailed Plaintiff Voeks a credit card account statement regarding the same Blaine's credit card account ending in 1529. A copy of this account statement is attached to this Complaint as Exhibit C.

22. Exhibit C contains the following representations:

Payment Information	
New Balance	\$5,503.13
Minimum Payment This Period	\$236.00
Amount Past Due	\$596.00
Total Minimum Payment Due	\$832.00
Payment Due Date	01/04/2018

23. Exhibit C states that, as of December 12, 2017, Plaintiff Voeks's alleged Blaine's credit card account had a "New Balance" of \$5,503.13, with an "Amount Past Due" of \$596.00, a "Total Minimum Payment Due" of \$832.00," and a "Payment Due Date" of January 4, 2018.

24. On or about December 14, 2017, Allied mailed Plaintiff Voeks a debt collection letter regarding the same Blaine's credit card account ending in 1529. A copy of this letter is attached to this Complaint as Exhibit D.

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

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

27. Upon information and belief, Exhibit D was the first letter Defendant sent to Plaintiff regarding this alleged debt.

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

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

29. Exhibit D also contains the following:

Re: **BLAIN S FARM FLEET**
Creditor: Synchrony Bank Account No. *****1529
Total Account Balance: \$5,503.13
Amount Now Due: \$832.00

30. Exhibit D states that, as of December 14, 2017, the alleged debt had a “Total Account Balance” of \$5,503.138 and an “Amount Now Due” of \$832.00.

31. Exhibit D is false, deceptive, misleading, and confusing to the unsophisticated consumer.

32. The unsophisticated consumer has previously received letters from the creditor that indicate the “amount now due” is the “amount past due.”

33. Exhibit D states that the “Amount Now Due” is the “Total Minimum Payment Due” stated in Exhibit C.

34. There is a difference between the “Amount Past Due” and the “Total Minimum Payment Due.” The “Total Minimum Payment Due” is the sum of the “amount past due” and the minimum payment, which is not itself due until the “Payment Due Date.”

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

36. Thus, under *Barnes*, Allied cannot attempt to collect portions of the balance that are “owed” to Synchrony but are not yet “due.” *Barnes*, 493 F.3d at 840 (“only the past due amount, the amount owed [to the debt collector], can be the amount of the debt”); *see also* 15 U.S.C. § 1692e(2)(a) (prohibiting misrepresentations about the legal status of a debt).

37. Moreover, there is a difference between the minimum amount due and the past due amount, and Allied’s use of the phrase “AMOUNT NOW DUE” is confusing and misleading to the unsophisticated consumer because it is inconsistent with Synchrony’s use of the phrase “AMOUNT NOW DUE.” *See Magee v. AllianceOne, Ltd.*, 487 F. Supp. 2d 1024, 1029 n. (S.D. Ind. Mar. 27, 2007) (“Magee had no way of knowing that when AllianceOne said ‘minimum amount due’ in the Letter it actually meant ‘past due amount.’”).

38. Upon information and belief, the purpose of Allied’s conduct –attempting to collect the “Total Minimum Payment Due” rather than the “Amount Past Due” – is to increase its profits under false pretenses.

39. Upon information and belief, Allied, 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.”)

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

41. Furthermore, it is unclear whether Allied, based on representations included in Exhibit B, sought to collect the “Total Account Balance” or merely the “Amount Now Due.”

42. In addition to specifying the amounts listed above, Exhibit B states: “if you pay the Total Account Balance shown above, an adjustment may be necessary after we receive payment, in which event we will inform you of any remaining balance.”

43. By stating that Allied would continue to contact Plaintiff Voeks even if she paid “the Total Account Balance shown above,” Exhibit B is confusing as to the total amount Allied was assigned to collect from her.

44. The FDCPA requires that, within five days of the initial communication to a consumer regarding an alleged, a debt collector must clearly state the amount of the debt. 15 U.S.C. 1692g(a)(2); *Chuway v. National Action Financial Services Inc.*, 362 F.3d 944, 947-48 (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.”).

45. Plaintiff Voeks was misled and confused by Exhibit D.

46. The unsophisticated consumer would be misled and confused by Exhibit D.

Facts Related to Plaintiff Fote

47. On or about September 29, 2017, Synchrony mailed Plaintiff Fote a credit card account statement regarding a CITGO store-branded credit card with a “full account number” ending in 4293. A copy of this account statement is attached to this Complaint as Exhibit E.

48. Upon information and belief, the alleged debt referenced in Exhibit E was incurred for personal, family, or household purposes, including purchases of gas and other goods from CITGO gas stations.

49. Exhibit E contains the following representation:

Payment Information	
New Balance	\$383.05
Amount Past Due	\$65.00
Total Minimum Payment Due	\$115.00
Overlimit Amount	\$33.05
Payment Due Date	10/22/2017

50. Exhibit E states that, as of September 29, 2017, Plaintiff Fote's alleged CITGO credit card account had a "New Balance" of \$383.05, with an "Amount Past Due" of \$65.00, a "Total Minimum Payment Due" of \$115.00," and a "Payment Due Date" of October 22, 2017.

51. On or about October 2, 2017, Synchrony mailed a debt collection letter to Plaintiff Fote regarding the same CITGO credit card with an account number ending in 4293. A copy of this letter is attached to this Complaint as Exhibit F.

52. Exhibit F states that "\$65.00 is the AMOUNT NOW DUE."

53. The "AMOUNT NOW DUE" stated in Exhibit F is the "Amount Past Due" stated in Exhibit E.

54. On or about October 30, 2017, Synchrony mailed Plaintiff Fote a credit card account statement regarding the same CITGO credit card with an account number ending in 4293. A copy of this account statement is attached to this Complaint as Exhibit G.

55. Exhibit G contains the following representations:

Payment Information	
New Balance	\$430.52
Amount Past Due	\$115.00
Total Minimum Payment Due	\$167.00
Overlimit Amount	\$80.52
Payment Due Date	11/22/2017

56. Exhibit G states that, as of October 30, 2017, Plaintiff Fote's alleged CITGO credit card account with an account number ending in 4293 had a "New Balance" of \$430.52,

with an “Amount Past Due” of \$115.00, a “Total Minimum Payment Due” of \$167.00,” and a “Payment Due Date” of November 22, 2017.

57. On or about November 1, 2017, Allied mailed Plaintiff Fote a debt collection letter regarding his CITGO credit card with an account number ending in 4293. A copy of this letter is attached to this Complaint as Exhibit H.

58. Upon information and belief, Exhibit H is a form letter, of substantially the same form as Exhibit D, with the information specific to Plaintiff Fote inserted by computer.

59. Upon information and belief, Exhibit H was the first letter Defendant sent to Plaintiff regarding this alleged debt.

60. Exhibit H contains the following representations:

Re: CITGO Rewards® Card
Creditor: Synchrony Bank Account No. *****4293
Total Account Balance: \$430.52
Amount Now Due: \$167.00

61. Exhibit H states that, as of November 1, 2017, the alleged debt had a “Total Account Balance” of \$430.52 and an “Amount Now Due” of \$167.00.

62. Exhibit H states that the “Amount Now Due” is the “Total Minimum Payment Due” stated in Exhibit G.

63. Furthermore, it is unclear whether Allied, based on representations included in Exhibit H, sought to collect the “Total Account Balance” or merely the “Amount Now Due.”

64. Plaintiff Fote was misled and confused by Exhibit H.

65. The unsophisticated consumer would be misled and confused by Exhibit H.

Facts Related to Plaintiff Norton

66. On or about September 15, 2017, Synchrony mailed Plaintiff Norton a credit card account statement regarding a Walmart store-branded credit card with a “full account number” ending in 3531. A copy of this account statement is attached to this Complaint as Exhibit I.

67. Upon information and belief, the alleged debt referenced in Exhibit I was incurred for personal, family, or household purposes, including purchases of household goods from Walmart stores.

68. Exhibit I contains the following representation:

Payment Information	
New Balance	\$576.13
Amount Past Due	\$85.00
Total Minimum Payment Due	\$137.00
Overlimit Amount	\$76.13
Payment Due Date	10/08/2017

69. Exhibit I states that, as of September 15, 2017, Plaintiff Norton’s alleged Walmart credit card account had a “New Balance” of \$576.13, with an “Amount Past Due” of \$85.00, a “Total Minimum Payment Due” of \$137.00,” and a “Payment Due Date” of October 8, 2017.

70. On or about October 2, 2017, Synchrony mailed a debt collection letter to Plaintiff Norton regarding the same Walmart credit card with an account number ending in 3531. A copy of this letter is attached to this Complaint as Exhibit J.

71. Exhibit J states that “\$85.00 is the AMOUNT NOW DUE.”

72. The “AMOUNT NOW DUE” stated in Exhibit J is the “Amount Past Due” stated in Exhibit I.

73. On or about October 16, 2017, Synchrony mailed Plaintiff Norton a credit card account statement regarding the same Walmart credit card with an account number ending in 3531. A copy of this account statement is attached to this Complaint as Exhibit K.

74. Exhibit K contains the following representations:

Payment Information	
New Balance	\$626.17
Amount Past Due	\$137.00
Total Minimum Payment Due	\$194.00
Overlimit Amount	\$126.17
Payment Due Date	11/08/2017

75. Exhibit K states that, as of October 16, 2017, Plaintiff Norton's alleged Walmart credit card account with an account number ending in 3531 had a "New Balance" of \$626.17, with an "Amount Past Due" of \$137.00, a "Total Minimum Payment Due" of \$194.00," and a "Payment Due Date" of November 8, 2017.

76. On or about October 18, 2017, Allied mailed Plaintiff Norton a debt collection letter regarding the same Walmart credit card with an account number ending in 3531. A copy of this letter is attached to this Complaint as Exhibit L.

77. Upon information and belief, Exhibit L is a form letter, of substantially the same form as Exhibits D & H, with the information specific to Plaintiff Norton inserted by computer.

78. Upon information and belief, Exhibit L was the first letter Defendant sent to Plaintiff regarding this alleged debt.

79. Exhibit L contains the following representations:

Re: Walmart Credit Card Account
Creditor: Synchrony Bank Account No. ***3531**
Total Account Balance: \$626.17
Amount Now Due: \$194.00

80. Exhibit L states that, as of October 18, 2017, the alleged debt had a "Total Account Balance" of \$626.17 and an "Amount Now Due" of \$194.00.

81. Exhibit L states that the "Amount Now Due" is the "Total Minimum Payment Due" stated in Exhibit K.

82. Furthermore, it is unclear whether Allied, based on representations included in Exhibit L, sought to collect the “Total Account Balance” or merely the “Amount Now Due.”

83. Plaintiff Norton was misled and confused by Exhibit L.

84. The unsophisticated consumer would be misled and confused by Exhibit L.

Facts Related to Plaintiff Kanehl

85. On or about November 5, 2017, Synchrony mailed Plaintiff Kanehl a credit card account statement regarding a La-Z-Boy store-branded credit card with a “full account number” ending in 4496. A copy of this account statement is attached to this Complaint as Exhibit M.

86. Upon information and belief, the alleged debt referenced in Exhibit M was incurred for personal, family, or household purposes, including purchases of household goods from La-Z-Boy stores.

87. Exhibit M contains the following representation:

Payment Information	
New Balance	\$529.26
Minimum Payment This Period	\$56.00
Amount Past Due	\$66.00
Total Minimum Payment Due	\$122.00
Payment Due Date	11/28/2017

88. Exhibit M states that, as of November 5, 2017, Plaintiff Kanehl’s alleged La-Z-Boy credit card account had a “New Balance” of \$529.26, with an “Amount Past Due” of \$66.00, a “Total Minimum Payment Due” of \$122.00,” and a “Payment Due Date” of November 28, 2017.

89. On or about October 2, 2017, Synchrony mailed a debt collection letter to Plaintiff Kanehl regarding the same La-Z-Boy credit card with an account number ending in 4496. A copy of this letter is attached to this Complaint as Exhibit N.

90. Exhibit N states that “\$66.00 is the AMOUNT NOW DUE.”

91. The “AMOUNT NOW DUE” stated in Exhibit N is the “Amount Past Due” stated in Exhibit M.

92. On or about December 5, 2017, Synchrony mailed Plaintiff Kanehl another credit card account statement regarding the same La-Z-Boy credit card with an account number ending in 4496. A copy of this account statement is attached to this Complaint as Exhibit O.

93. Exhibit O contains the following representations:

Payment Information	
New Balance	\$580.71
Minimum Payment This Period	\$58.00
Amount Past Due	\$122.00
Total Minimum Payment Due	\$180.00
Payment Due Date	12/28/2017

94. Exhibit O states that, as of December 5, 2017, Plaintiff Kanehl’s alleged La-Z-Boy credit card account with an account number ending in 4496 had a “New Balance” of \$580.71, with an “Amount Past Due” of \$122.00, a “Total Minimum Payment Due” of \$180.00,” and a “Payment Due Date” of December 28, 2017.

95. On or about December 7, 2017, Allied mailed Plaintiff Kanehl a debt collection letter regarding the same La-Z-Boy credit card with an account number ending in 4496. A copy of this letter is attached to this Complaint as Exhibit P.

96. Upon information and belief, Exhibit P is a form letter, of substantially the same form as Exhibits D, H & L, with the information specific to Plaintiff Kanehl inserted by computer.

97. Upon information and belief, Exhibit P was the first letter Defendant sent to Plaintiff regarding this alleged debt.

98. Exhibit P contains the following representations:

Re: LA Z BOY FURNITURE GALLERIES
Creditor: Synchrony Bank Account No. *****4496
Total Account Balance: \$580.71
Amount Now Due: \$180.00

99. Exhibit P states that, as of October 18, 2017, the alleged debt had a “Total Account Balance” of \$580.71 and an “Amount Now Due” of \$180.00.

100. Exhibit P states that the “Amount Now Due” is the “Total Minimum Payment Due” stated in Exhibit O.

101. Furthermore, it is unclear whether Allied, based on representations included in Exhibit P, sought to collect the “Total Account Balance” or merely the “Amount Now Due.”

102. Plaintiff Kanehl was misled and confused by Exhibit P.

103. The unsophisticated consumer would be misled and confused by Exhibit P.

The FDCPA

104. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 *9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Long v. Fenton & McGarvey Law Firm P.S.C.*, 223 F. Supp. 3d 773, 777 (S.D. Ind. Dec. 9, 2016) (“While courts have found that violations of other statutes . . . do not create concrete injuries in fact, violations

of the FDCPA are distinguishable from these other statutes and have been repeatedly found to establish concrete injuries.”); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

105. 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).

106. 15 U.S.C. § 1692d generally prohibits “any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.”

107. 15 U.S.C. § 1692d(5) specifically prohibits “[c]ausing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.”

108. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

109. 15 U.S.C. § 1692e(2)(a) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

110. 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.”

111. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

112. 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.”

113. 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;

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

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

115. 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

116. 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).

117. 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).

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

119. “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.

120. 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.

121. 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).

122. 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).

123. 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.*

124. 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.”

125. 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”

126. 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.”

127. 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

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

129. Defendant misrepresented the “Amount Now Due” on Plaintiffs’ Synchrony accounts. *Compare* Exhibits B, F, J, & N with Exhibits D, H, L, & P.

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

COUNT II – WCA

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

132. Defendant misrepresented the “Amount Now Due” on Plaintiffs’ Synchrony accounts. *Compare* Exhibits B, F, J, & N with Exhibits D, H, L, & P.

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

COUNT III - FDCPA

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

135. Exhibits D, H, L, & P do not clearly state the amount Allied was seeking to collect from Plaintiffs; it is unclear whether Allied was seeking the “Total Account Balance” or merely the “Amount Now Due.”

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

COUNT IV - WCA

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

138. Exhibits D, H, L, & P do not clearly state the amount Allied was seeking to collect from Plaintiffs; it is unclear whether Allied was seeking the “Total Account Balance” or merely the “Amount Now Due.”

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

CLASS ALLEGATIONS

140. Plaintiffs bring this action on behalf of a class, consisting of (a) all natural persons in the State of Wisconsin, (b) who were sent an initial collection letter in the form represented by Exhibits D, H, L, & P to the complaint in this action, (c) seeking to collect a credit card account debt owed to Synchrony Bank, (d) which debt was incurred for personal, family or household purposes (e) between October 4, 2017 and October 4, 2018, inclusive, (f) that was not returned by the postal service.

141. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

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

143. Plaintiffs’ claims are typical of the claims of the class members. All are based on the same factual and legal theories.

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

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

JURY DEMAND

146. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Classes 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 4, 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



0-5
1-2

BLAIN'S FARM & FLEET/SYNCR

JULIE VOEKS
Account Number : ██████████ 1529
Statement Closing Date: 11/10/2017

synchrony
FINANCIAL

Summary of Account Activity		Payment Information							
Previous Balance	\$5,160.48	New Balance	\$5,323.09						
+ New Purchases	\$0.00	Minimum Payment This Period	\$216.00						
- Payments	\$0.00	Amount Past Due	\$380.00						
+/- Credits, Fees & Adjustments (net)	\$38.00	Total Minimum Payment Due	\$596.00						
+/- Interest Charge (net)	\$124.61	Payment Due Date	12/04/2017						
New Balance	\$5,323.09	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.							
Credit Limit	\$8,200.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Available Credit	\$876.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Days in Billing Period	29	<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay ...</th> <th>You will pay off the balance shown on this statement in about ...</th> <th>And you will end up paying an estimated total of ...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>20 years</td> <td>\$15,839.00</td> </tr> </tbody> </table>		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	20 years	\$15,839.00
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	20 years	\$15,839.00							
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-800-250-5411. Best times to call are Wednesday - Friday.		If you would like information about credit counseling services, call 1-877-302-8797.							

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
FEES				
11/04/2017	11/04/2017		LATE FEE	\$38.00
TOTAL FEES FOR THIS PERIOD				\$38.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5502 0035 DIH 1 7 9 171110 D PAGE 1 of 7 9072 1900 XJ30 01CS5302 156093

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$596.00	\$380.00	12/04/2017	\$5,323.09	██████████ 1529

Payment Enclosed : \$

New address or e-mail? Check the box at left and print changes on back

Payment due includes \$ 380.00 past due. Please pay the past due amount PROMPTLY.

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

156093
6111



Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

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: Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

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:

Synchrony Bank
P.O. Box 965035, Orlando, FL 32896-5035

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

01CS5302-1-11/18/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/> Street Address City, State ZIP Phone # Email	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____
	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com



2-1
9-5

Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number	Description	Amount
INTEREST CHARGED				
11/10/2017	11/10/2017		INTEREST CHARGE ON PURCHASES	\$124.61
				TOTAL INTEREST FOR THIS PERIOD
				\$124.61
2017 Totals Year-to-Date				
		Total Fees Charged in 2017	\$65.00	
		Total Interest Charged in 2017	\$1,248.78	
		Total Interest Paid in 2017	\$525.72	

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$5,228.91	\$124.61

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period
 (These can be advertised as Deferred Interest promotions)
 Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. • If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. • Minimum monthly payments are required. • This promotion may be offered for periods of **6, 12, 18, or 24 months.** •

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Special Messages

A payment must be made each cycle to avoid late charges to your account.



Exhibit B

SYNCHRONY BANK
PO BOX 965033
ORLANDO, FL 32896-5033

November 13, 2017

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

A00005487
G111



NOTICE OF RIGHT TO CURE DEFAULT

RE: BLAIN'S FARM & FLEET/SYNCRB
Account Number Ending In: 1529

Dear Julie Voeks,

November 28, 2017 is the LAST DAY FOR PAYMENT.
\$380.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Sincerely,

SYNCHRONY BANK
1-877-654-6310

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK



Exhibit C



Summary of Account Activity		Payment Information	
Previous Balance	\$5,323.09	New Balance	\$5,503.13
+ New Purchases	\$0.00	Minimum Payment This Period	\$236.00
- Payments	\$0.00	Amount Past Due	\$596.00
+/- Credits, Fees & Adjustments (net)	\$38.00	Total Minimum Payment Due	\$832.00
+/- Interest Charge (net)	\$142.04	Payment Due Date	01/04/2018
New Balance	\$5,503.13	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$6,200.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Available Credit	\$696.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Days in Billing Period	32	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 ...
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-800-250-6411.		Only the minimum payment	19 years
Best times to call are Wednesday - Friday.		And you will end up paying an estimated total of ...	\$15,865.00
If you would like information about credit counseling services, call 1-877-302-8797.			

1-2

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
FEES				
12/04/2017	12/04/2017		LATE FEE	\$38.00
TOTAL FEES FOR THIS PERIOD				\$38.00
INTEREST CHARGED				
12/12/2017	12/12/2017		INTEREST CHARGE ON PURCHASES	\$142.04
TOTAL INTEREST FOR THIS PERIOD				\$142.04
2017 Totals Year-to-Date				
Total Fees Charged in 2017				\$103.00
Total Interest Charged in 2017				\$1,390.82
Total Interest Paid in 2017				\$525.72

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$5,401.57	\$142.04

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5502 0023 D1H 1 7 9 171212 D PAGE 1 of 3 9072 1900 XJ30 01CS5302 200353

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$832.00	\$596.00	01/04/2018	\$5,503.13	██████████ 1529

Payment Enclosed : \$

New address or e-mail? Check the box at left and print changes on back
 Payment due includes \$ 596.00 past due. Please pay the past due amount PROMPTLY.

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

200353 6112
 Make Payment to: SYNCHRONY BANK
 PO BOX 960061
 ORLANDO, FL 32896-0061



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965033, Orlando, FL 32896-5033.** Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

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: Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

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:

Synchrony Bank
P.O. Box 965035, Orlando, FL 32896-5035

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

O1CS5302-1-11/18/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below:

<input type="checkbox"/> Street Address City, State ZIP Phone # Email					
	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address	

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. • If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. • Minimum monthly payments are required. • This promotion may be offered for periods of **6, 12, 18, or 24 months.**•

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Special Messages

A payment must be made each cycle to avoid late charges to your account.

1-2



Exhibit D

December 14, 2017

Julie Voeks
517 E Rawson Ave
Oak Creek, WI 53154-1509

Re: BLAIN S FARM FLEET
Creditor: Synchrony Bank Account No. *****1529
Total Account Balance: \$5,503.13
Amount Now Due: \$832.00
Reference No.: [REDACTED]3961

Julie Voeks:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Total Account Balance is \$5,503.13 and the Amount Now Due is \$832.00. Because the creditor continues to assess interest and late fees on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Total Account Balance shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 866-875-6562 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.mysynchrony.com, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

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

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

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

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

██████████9612



0000488/0000001



Julie Voeks
517 E Rawson Ave
Oak Creek, WI 53154-1509

Synchrony Bank
BLAIN S FARM FLEET
PO Box 960061
Orlando, FL 32896-0061



Exhibit E



The rewards never end!

EARN 5¢ ON EVERY GALLON
in fuel statement credits

Plus enjoy pay-at-the-pump convenience and easy expense tracking.

*Purchases are subject to credit approval. See CITGO Rewards Card Program Rewards Terms for details.

CITGO Rewards® Card JOSEPH N FOTE
Account Number [redacted] 4299
Full Account Number [redacted] 4293

Visit us at www.citgorewardscard.com
Customer Service: 1-855-598-4879

2-1

Summary of Account Activity	
Previous Balance	\$336.98
+ Fees Charged	\$38.00
+ Interest Charges	\$8.07
New Balance	\$383.05
Credit Limit	\$350.00
Available Credit	OVERLIMIT
Cash Limit	\$70.00
Available Cash	OVERLIMIT
Statement Closing Date	09/29/2017
Days in Billing Cycle	30

Payment Information	
New Balance	\$383.05
Amount Past Due	\$65.00
Total Minimum Payment Due	\$115.00
Overlimit Amount	\$33.05
Payment Due Date	10/22/2017

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

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	10 months	\$422.00

If you would like information about **credit counseling services**, call 1-877-302-8775.

Your 16-digit account number should be used to sign-up for Online Bill Pay. This number is listed as your "Full Account Number" above the Account Activity box.

CITGO Rewards Summary	
Gallons Purchased During Period	0.00
Rewards Earned During Period	\$0.00
Gallons Purchased Year To Date	89.16
Rewards Earned Year To Date	\$6.23

Your CITGO Rewards Card News
For more information on CITGO Rewards or to check your CITGO Rewards balance, please visit www.citgorewardscard.com or call 1-855-598-4879.

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.
NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6128 0015 TMH 1 7 27 170929 X PAGE 1 of 3 9412 1000 C101 01DG6128 60976

Detach and mail this portion with your check. Do not include any correspondence with your check.



Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
\$115.00	\$65.00	10/22/2017	\$33.05	\$383.05

Payment Enclosed: \$

Use your 16-digit account number when signing up for Online Bill Pay. New address or email? Print changes on back.

JOSEPH N FOTE
3402 E VAN NORMAN AVE
GUDAHY WI 53110-1014

60976
C310

Make Payment to: CITGO/SYNCB
P.O. BOX 530938
ATLANTA, GA 30353-0938



4 293 [redacted]

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.
Payments: Send payments to the address listed on the remit portion of this statement or pay online.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

What To Do if You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

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:

Synchrony Bank
P.O. Box 965003, Orlando, FL 32896-5003

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next business day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a credit bureau, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method):

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

01D66128 - 1 - 11/02/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP Phone # Email				
		Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	**Email Address

**By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with CITGO Petroleum Corporation.



Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
			FEEES	
09/22	09/22		LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
09/29	09/29		INTEREST CHARGE ON PURCHASES	\$8.07
			TOTAL INTEREST FOR THIS PERIOD	\$8.07
2017 Totals Year-to-Date				
			Total Fees Charged in 2017	\$67.00
			Total Interest Charged in 2017	\$48.67
			Total Interest Paid in 2017	\$27.68

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge	Balance Method
Regular Purchase	NA	27.99% (v)	\$350.91	\$8.07	2D
Cash Advance	NA	29.99%	\$0.00	\$0.00	2D

(v) = Variable Rate

Cardholder News and Information

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

—

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EXHIBIT F

SYNCHRONY BANK
P.O. BOX 965004
ORLANDO, FL 32896-5004

October 2, 2017

JOSEPH N FOTE
3402 E VAN NORMAN AVE
CUDAHY WI 53110-1014

A00001189
C310



NOTICE OF RIGHT TO CURE DEFAULT

RE: CITGO Rewards® Card
Account Number Ending In: 4293

Dear Joseph N Fote,

October 17, 2017 is the LAST DAY FOR PAYMENT.
\$65.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK
P.O. BOX 530938
ATLANTA, GA 30353-0938

Sincerely,

SYNCHRONY BANK
1-866-240-8733

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK

Exhibit G



The rewards never end!

EARN 5¢ ON EVERY GALLON in fuel statement credits

Plus enjoy pay-at-the pump convenience and easy expense tracking.

Monthly cardholder credit approval. See CITGO Rewards Card Program Rewards Terms for details.

1-2

CITGO Rewards® Card

JOSEPH N FOTE
Account Number [redacted] 4299
Full Account Number [redacted] 4293

Visit us at www.citgorewardscard.com
Customer Service: 1-866-240-8733

Summary of Account Activity, Payment Information, CITGO Rewards Summary, and Your CITGO Rewards Card News. Includes balance details, credit limit, and rewards earned.

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.
NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6128 0028 TMH 1 7 27 171030 EX PAGE 1 of 3 9412 1000 C101 018G6128 60014

Detach and mail this portion with your check. Do not include any correspondence with your check.



Table with 5 columns: Total Minimum Payment Due, Amount Past Due, Payment Due Date, Overlimit Amount, New Balance.

Payment Enclosed: \$ [] [] [] [] [] [] [] []
Use your 16-digit account number when signing up for Online Bill Pay. New address or email? Print changes on back.

JOSEPH N FOTE
3402 E VAN NORMAN AVE
CUDAHY WI 53110-1014

60014
C311

Make Payment to: CITGO/SYNCR
P.O. BOX 530938
ATLANTA, GA 30353-0938



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remit portion of this statement or pay online.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank
P.O. Box 965003, Orlando, FL 32896-5003

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:

Synchrony Bank
P.O. Box 965003, Orlando, FL 32896-5003

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next business day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a credit bureau, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method):

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

01D06128 - 1- 11/02/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____
	Address	_____
	City, State	_____
	ZIP	_____
	Phone #	_____
	Email	_____
	Home Phone #	_____
	Business Phone #	_____
	*Cell # or other phone # we can use to contact you	_____
	**Email Address	_____

**By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with CITGO Petroleum Corporation.

Exhibit H

November 1, 2017

Joseph N Fote
3402 E Van Norman Ave
Cudahy, WI 53110-1014

Re: CITGO Rewards® Card
Creditor: Synchrony Bank Account No. *****4293
Total Account Balance: \$430.52
Amount Now Due: \$167.00
Reference No.: [REDACTED]9057

Joseph N Fote:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Total Account Balance is \$430.52 and the Amount Now Due is \$167.00. Because the creditor continues to assess interest and late fees on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Total Account Balance shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 888-458-8872 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit CitgoRewardsCard.com, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

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

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

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

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

██████████0572



0001423/0000001



Joseph N Fote
3402 E Van Norman Ave
Cudahy, WI 53110-1014

Synchrony Bank
CITGO
PO Box 530938
Atlanta, GA 30353-0938



Exhibit I



3 easy ways to pay your bill:



Online

Log in to your account at walmart.com/creditlogin



In-store

At any Walmart® store or Sam's Club® register



By mail

Send a personal check in the mail with the payment stub attached

Reminder! View account details anytime at walmart.com/creditlogin

The Walmart MasterCard is issued by Synchro Bank pursuant to a license by Mastercard International Incorporated. Mastercard and is a registered trademark of Mastercard International Incorporated. The following are marks and/or registered marks of Wal-Mart Stores, Inc., the "Spark" design, Walmart and Save Money. Live Better.

Walmart® Credit Card

TROY L NORTON
Account Number: [REDACTED] 3531

Visit us at walmart.com/credit
Customer Service: 1-877-294-7880

Summary of Account Activity	
Previous Balance	\$530.43
+ Fees Charged	\$35.00
+ Interest Charges	\$10.70
New Balance	\$576.13
Credit Limit	\$500
Available Credit	OVERLIMIT
Cash Advance/Quick Cash Limit	\$100
Available Cash	OVERLIMIT
Statement Closing Date	09/15/2017
Days in Billing Cycle	30

Payment Information	
New Balance	\$576.13
Amount Past Due	\$85.00
Total Minimum Payment Due	\$137.00
Overlimit Amount	\$76.13
Payment Due Date	10/08/2017

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

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	16 months	\$662.00

If you would like information about **credit counseling services**, call 1-877-302-8775.

3-2-1 Save Rewards Summary	
Earned this Statement	
3% Earned on Walmart.com	\$0.00
2% Earned on Fuel*	\$0.00
1% Earned on Other Purchases	\$0.00
Total Earned this Statement	\$0.00
Redeemed this Statement	\$0.00
*Walmart and Murphy USA stations only	

Rewards News





Earn rewards on everyday purchases with your Walmart Credit Card!

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

5404 0015 WFH 1 7 13 170915 X PAGE 1 of 3 9112 3700 0218 01EA5404 202532

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 3531

Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
\$137.00	\$85.00	10/08/2017	\$76.13	\$576.13

Payment Enclosed: \$



New address or email? Print changes on back.

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

202332
CS09

Make Payment To: WALMART/SYNCHRONY BANK
P.O. BOX 530927
ATLANTA, GA 30353-0927



3 531

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965022, Orlando, FL 32896-5022. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remit portion of this statement or pay online.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965023, Orlando, FL 32896-5023.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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 receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 960098 Orlando, FL 32896-0098 and not the Payment Address.**

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank
P.O. Box 965023, Orlando, FL 32896-5023

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:

Synchrony Bank
P.O. Box 965023, Orlando, FL 32896-5023

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965023, Orlando, FL 32896-5023.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965024, Orlando, FL 32896-5024. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Method 2M (Average Daily Balance including current transactions):

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060

Your account is owned and serviced by Synchrony Bank.

01EA5404 -1- 03/31/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address	_____
<input type="checkbox"/>	City, State	_____
<input type="checkbox"/>	ZIP	_____
<input type="checkbox"/>	Phone #	_____
<input type="checkbox"/>	Email	_____
	Home Phone #	_____
	Business Phone #	_____
	*Cell # or other phone # we can use to contact you	_____
	Email Address	_____

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Walmart.



Thank you!

Have we told you lately that we value you?

Thanks for being a loyal
Walmart® Credit Cardholder!

The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (⚡), Walmart, and Save money. Live better.

1-2

Transaction Summary						
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Plan Type	Amount	
FEES						
09/08	09/08		LATE FEE			\$35.00
			TOTAL FEES FOR THIS PERIOD			\$35.00
INTEREST CHARGED						
09/15	09/15		INTEREST CHARGE ON PURCHASES			\$9.12
09/15	09/15		INTEREST CHARGE ON CASH ADVANCES			\$1.58
			TOTAL INTEREST FOR THIS PERIOD			\$10.70
2017 Totals Year-To-Date						
Total Fees charged in 2017					\$165.00	
Total Interest charged in 2017					\$62.65	
Total Interest Paid in 2017					\$43.20	

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your account.						
Type of Balance	Expiration Date	Plan Type	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge	Balance Method
Regular Purchases & Cash Advances	NA	REG	23.90%(v)	\$544.84	\$10.70	2D
(v) = Variable rate						

Cardholder News and Information
 YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Eligible card purchases may be billed under one of the following promotions: No Interest for 6 or 12 months. For each promotion, after the promotion ends, a 23.90% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 23.90%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club® or Walmart®.



Exhibit J

SYNCHRONY BANK
P.O. BOX 965022
ORLANDO, FL 32896-5022

September 18, 2017

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

A00000878
C309



NOTICE OF RIGHT TO CURE DEFAULT

RE: Walmart Credit Card
Account Number Ending In: 3531

Dear Troy L Norton,

October 3, 2017 is the LAST DAY FOR PAYMENT.
\$85.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK
P.O. BOX 530927
ATLANTA, GA 30353-0927

Sincerely,

SYNCHRONY BANK
1-800-641-4526

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK

Exhibit K



3 easy ways to pay your bill:



Online

Log in to your account at walmart.com/creditlogin



In-store

At any Walmart® store or Sam's Club® register



By mail

Send a personal check in the mail with the payment stub attached

Reminder! View account details anytime at walmart.com/creditlogin.

The Walmart MasterCard is issued by Synchrony Bank pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. The following are marks and/or registered marks of Wal-Mart Stores, Inc., the "spark" design, Walmart, and Save Money. Live Better.

Walmart® Credit Card

TROY L NORTON
Account Number: [REDACTED] 3531

Visit us at walmart.com/credit
Customer Service: 1-800-641-4526

Summary of Account Activity	
Previous Balance	\$576.13
+ Fees Charged	\$38.00
+ Interest Charges	\$12.04
New Balance	\$626.17
Credit Limit	\$500
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$100
Available Cash	\$0.00
Statement Closing Date	10/16/2017
Days in Billing Cycle	31

Payment Information	
New Balance	\$626.17
Amount Past Due	\$137.00
Total Minimum Payment Due	\$194.00
Overlimit Amount	\$126.17
Payment Due Date	11/08/2017

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

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	16 months	\$711.00

If you would like information about **credit counseling services**, call 1-877-302-8775.

3·2·1 Save Rewards Summary	
Earned this Statement	
3% Earned on Walmart.com	\$0.00
2% Earned on Fuel*	\$0.00
1% Earned on Other Purchases	\$0.00
Total Earned this Statement	\$0.00
Redeemed this Statement	\$0.00
*Walmart and Murphy USA stations only	

Rewards News

Earn rewards on everyday purchases with your Walmart Credit Card!

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

5404 0019 WFH 1 7 13 171016 E X PAGE 1 of 3 9112 3700 0218 01EA5404 108528

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 3531

Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
\$194.00	\$137.00	11/08/2017	\$126.17	\$626.17

Payment Enclosed: \$



New address or email? Print changes on back.

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

108528
C310

Make Payment To: WALMART/SYNCHRONY BANK
P.O. BOX 530927
ATLANTA, GA 30353-0927



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965022, Orlando, FL 32896-5022.** Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remit portion of this statement or pay online.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965023, Orlando, FL 32896-5023.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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 receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 960098 Orlando, FL 32896-0098 and not the Payment Address.**

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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.

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- 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.
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- 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:

Synchrony Bank
P.O. Box 965023, Orlando, FL 32896-5023

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965023, Orlando, FL 32896-5023.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965024, Orlando, FL 32896-5024. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Method 2M (Average Daily Balance including current transactions):

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060

Your account is owned and serviced by Synchrony Bank.

O1EA5404-1-03/31/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP Phone # Email					
		Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address	

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Walmart.



The following are marks and/or registered marks of Wal-Mart Stores, Inc.: the "Spark" design (⚡), Walmart, and Save money. Live better.

2-1

Transaction Summary						
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Plan Type	Amount	
FEEs						
10/08	10/08		LATE FEE			\$38.00
TOTAL FEES FOR THIS PERIOD						\$38.00
INTEREST CHARGED						
10/16	10/16		INTEREST CHARGE ON PURCHASES			\$10.37
10/16	10/16		INTEREST CHARGE ON CASH ADVANCES			\$1.67
TOTAL INTEREST FOR THIS PERIOD						\$12.04
2017 Totals Year-To-Date						
Total Fees charged in 2017					\$203.00	
Total Interest charged in 2017					\$74.69	
Total Interest Paid in 2017					\$43.20	

Interest Charge Calculation							
Your Annual Percentage Rate (APR) is the annual interest rate on your account.							
Type of Balance	Expiration Date	Plan Type	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge	Balance Method	
Regular Purchases & Cash Advances	NA	REG	23.90%(v)	\$592.88	\$12.04	2D	
(v) = Variable rate							

Cardholder News and Information

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club® or Walmart®.



Exhibit L



866-875-4891

October 18, 2017

Troy L Norton
8317 W Crawford Ave
Milwaukee, WI 53220-1638

Re: Walmart Credit Card Account
Creditor: Synchrony Bank Account No. *****3531
Total Account Balance: \$626.17
Amount Now Due: \$194.00
Reference No.: ██████████2728

Troy L Norton:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Total Account Balance is \$626.17 and the Amount Now Due is \$194.00. Because the creditor continues to assess interest and late fees on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Total Account Balance shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 866-875-4891 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.walmart.com/credit, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

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

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

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

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

██████████ 27283



0001779/0000001



Troy L Norton
8317 W Crawford Ave
Milwaukee, WI 53220-1638

Synchrony Bank
Walmart
P.O. Box 530927
Atlanta, GA 30353-0927



Exhibit M



Exclusive Offer
just for you!

Enjoy
30% OFF
Your Next Purchase!

30% discount excludes advertised items, everyday low price products, clearance and cannot be combined with any other promotional offer. Present coupon at register. Expires January 31, 2018. Sales Associate, please use 901 GEF.

1-2

LA-Z BOY FURNITURE GALLERIES/SYNCRB

MARLENE B KANEHL
Account Number : [REDACTED] 4496
Statement Closing Date: 11/05/2017

synchrony
FINANCIAL

Summary of Account Activity		Payment Information	
Previous Balance	\$478.63	New Balance	\$529.26
+ New Purchases	\$0.00	Minimum Payment This Period	\$56.00
- Payments	\$0.00	Amount Past Due	\$66.00
+/- Credits, Fees & Adjustments (net)	\$38.00	Total Minimum Payment Due	\$122.00
+/- Interest Charge (net)	\$12.63	Payment Due Date	11/28/2017
New Balance	\$529.26	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
Credit Limit	\$1,500.00	We may convert your payment into an electronic debit. See reverse side.	
Available Credit	\$970.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Days in Billing Period	31	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Pay online for free at: mysynchrony.com		If you make no additional charges using this card and each month you pay ...	
For Synchrony Bank customer service or to report your card lost or stolen, call 1-877-317-5544.		You will pay off the balance shown on this statement in about ...	
Best times to call are Wednesday - Friday.		And you will end up paying an estimated total of ...	
		Only the minimum payment	
		2 years	
		\$674.00	
		If you would like information about credit counseling services, call 1-877-302-8797.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
10/28/2017	10/28/2017		FEES	
			LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 0017 CXH 1 7 5 171105 D PAGE 1 of 5 9122 1300 GNJ3 01CS5302 194998

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$122.00	\$66.00	11/28/2017	\$529.26	[REDACTED] 4496

Payment Enclosed : \$

New address or e-mail?
Check the box at left and print changes on back

Payment due includes \$ 66.00 past due. Please pay the past due amount PROMPTLY.

MARLENE B KANEHL
3872 S LAKE DR UNIT 205
MILWAUKEE WI 53235-5234

194998
C311



Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to **P.O. Box 965033, Orlando, FL 32896-5033**. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

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: Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

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:

Synchrony Bank
P.O. Box 965035, Orlando, FL 32896-5035

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

01CS5302-1-11/16/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street Address City, State ZIP Phone # Email

Home Phone # Business Phone # *Cell # or other phone # we can use to contact you Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number	Description	Amount
11/05/2017	11/05/2017		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$12.63
			TOTAL INTEREST FOR THIS PERIOD	\$12.63
2017 Totals Year-to-Date				
			Total Fees Charged in 2017	\$67.00
			Total Interest Charged in 2017	\$341.12
			Total Interest Paid in 2017	\$274.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$495.62	\$12.63

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period
(These can be advertised as Deferred Interest promotions)
Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. Minimum monthly payments are required. This promotion may be offered for periods of **6, 12, 13, 18, or 24 months**.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Special Messages

A payment must be made each cycle to avoid late charges to your account.

1-2



Available now!

One-click access to make your same-day Synchrony payments.



Pay Without Log In



Just click the **Pay Without Log In** button from your device to access your payment options.

No need to log in with a user name or password.

Make your online payment in three easy steps:

- 1 Choose your payment amount.
- 2 Choose your payment method.
- 3 Authorize your payment.



That's it!

Pay Without Log In: Simple, fast, secure.

For complete details on activating **Pay Without Log In**, visit www.mysynchrony.com/paywithoutlogin



Exhibit N

SYNCHRONY BANK
PO BOX 965033
ORLANDO, FL 32896-5033

November 8, 2017

MARLENE B KANEHL
3872 S LAKE DR UNIT 205
MILWAUKEE WI 53235-5234

A00005200
C311



NOTICE OF RIGHT TO CURE DEFAULT

RE: LA-Z BOY FURNITURE GALLERIES/SYNCRB
Account Number Ending In: 4496

Dear Marlene B Kanehl,

November 23, 2017 is the LAST DAY FOR PAYMENT.
\$66.00 is the AMOUNT NOW DUE.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. Payment should be sent to us at the address set forth below. If you do not pay by this date, we may exercise our rights under the law.

SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Sincerely,

SYNCHRONY BANK
1-877-654-6310

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by SYNCHRONY BANK

Exhibit O



Summary of Account Activity		Payment Information							
Previous Balance	\$529.26	New Balance	\$580.71						
+ New Purchases	\$0.00	Minimum Payment This Period	\$58.00						
- Payments	\$0.00	Amount Past Due	\$122.00						
+/- Credits, Fees & Adjustments (net)	\$38.00	Total Minimum Payment Due	\$180.00						
+/- Interest Charge (net)	\$13.45	Payment Due Date	12/28/2017						
New Balance	\$580.71	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.							
Credit Limit	\$1,500.00	We may convert your payment into an electronic debit. See reverse side.							
Available Credit	\$919.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Days in Billing Period	30	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Pay online for free at: mysynchrony.com		<table border="1"> <thead> <tr> <th>If you make no additional charges using this card and each month you pay ...</th> <th>You will pay off the balance shown on this statement in about ...</th> <th>And you will end up paying an estimated total of ...</th> </tr> </thead> <tbody> <tr> <td>Only the minimum payment</td> <td>23 months</td> <td>\$722.00</td> </tr> </tbody> </table>		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	23 months	\$722.00
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	23 months	\$722.00							
For Synchrony Bank customer service or to report your card lost or stolen, call 1-877-317-5544.		If you would like information about credit counseling services, call 1-877-302-8797.							
Best times to call are Wednesday - Friday.									

Transaction Summary			
Tran Date	Post Date	Reference Number	Amount
11/28/2017	11/28/2017		FEES
			LATE FEE \$38.00
			TOTAL FEES FOR THIS PERIOD \$38.00
12/05/2017	12/05/2017		INTEREST CHARGED
			INTEREST CHARGE ON PURCHASES \$13.45
			TOTAL INTEREST FOR THIS PERIOD \$13.45
2017 Totals Year-to-Date			
Total Fees Charged in 2017			\$105.00
Total Interest Charged in 2017			\$354.57
Total Interest Paid in 2017			\$274.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$545.76	\$13.45

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5502 0016 CXH 1 7 5 171205 D PAGE 1 of 3 9122 1300 GNJ5 01CS5302 192545
 Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$180.00	\$122.00	12/28/2017	\$580.71	██████████ 4496

Payment Enclosed: \$

New address or e-mail? Check the box at left and print changes on back

Payment due includes \$ 122.00 past due. Please pay the past due amount PROMPTLY.

MARLENE B KANEHL
 3872 S LAKE DR UNIT 205
 MILWAUKEE WI 53235-5234

192545
 C312

Make Payment to: SYNCHRONY BANK
 PO BOX 960061
 ORLANDO, FL 32896-0061



Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965033, Orlando, FL 32896-5033. Please include your account number on any correspondence you send to us.
Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.
Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wekiva Springs Road, Longwood, FL 32779.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. **You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope -- not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.**

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: Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035. 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.
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- 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:

Synchrony Bank
P.O. Box 965035, Orlando, FL 32896-5035

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope

provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[19352A]

01CS5302 -1- 11/16/15

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or rerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
	Address	_____			
	City, State	_____			
	ZIP	_____			
	Phone #	_____			
	Email	_____	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
					Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. • If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. • Minimum monthly payments are required. • This promotion may be offered for periods of **6, 12, 13, 18, or 24 months**.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Special Messages

A payment must be made each cycle to avoid late charges to your account.

1-2



Exhibit P



866-875-6562

December 7, 2017

Marlene B Kanehl
3872 S Lake Dr Unit 205
Milwaukee, WI 53235-5234

Re: LA Z BOY FURNITURE GALLERIES
Creditor: Synchrony Bank Account No. *****4496
Total Account Balance: \$580.71
Amount Now Due: \$180.00
Reference No.: [REDACTED] 9279

Marlene B Kanehl:

We are a debt collection company and Synchrony Bank has contracted with us to collect the debt noted above. This is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the Total Account Balance is \$580.71 and the Amount Now Due is \$180.00. Because the creditor continues to assess interest and late fees on the debt, the amount due on the day you pay may be greater. Hence, if you pay the Total Account Balance shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you of any remaining balance. To make a payment, please telephone us at 866-875-6562 or mail your payment using the coupon on the reverse side of this letter. You may also pay your balance online. Please visit www.mysynchrony.com, a safe and secure website. By sending us a check or giving us your checking account information for payment, you authorize us to collect funds electronically, in which case your check may not be returned to you. We may also arrange for a direct debit from your checking account.

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

We look forward to receiving your payment.

Sincerely,
Allied Interstate LLC

7525 West Campus Road, New Albany, OH
(Do not send payments or correspondence to this address)

If you have a question or comment, please (i) write us at P.O. Box 361445, Columbus, OH 43236; (ii) email us at: advocacygroup@allied-interstate.com, or, (iii) call us toll-free at (800)-811-4214 between 9:00 AM Eastern Time and 6:00 PM Eastern Time Monday through Friday.

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

Correspond with Allied (other than payments) at: Allied Interstate LLC, PO Box 361445, Columbus, OH 43236

RETURN MAIL ONLY
P.O.Box 1954
Southgate, MI 48195-0954

(Detach and return with payment)

██████████ 92793



0000379/0000001



Marlene B Kanehl
3872 S Lake Dr Unit 205
Milwaukee, WI 53235-5234

Synchrony Bank
LA Z BOY FURNITURE G
PO Box 960061
Orlando, FL 32896-0061



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, 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
ALLIED INTERNATIONAL CREDIT CORP.

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

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

Attorneys (If Known)

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

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

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

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

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

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

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

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

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

VI. CAUSE OF ACTION

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

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

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

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

DATE: **October 4, 2018** SIGNATURE OF ATTORNEY OF RECORD: **/s/ Mark A. Eldridge**

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JULIE VOEKS, JOSEPH FOTE,
TROY NORTON, and MARLENE KANEHL

Plaintiff(s)

v.

ALLIED INTERSTATE, LLC

Defendant(s)

Civil Action No. 18-cv-1567

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
ALLIED INTERSTATE, LLC
c/o C T CORPORATION SYSTEM
301 South Bedford Street, Suite 1
Madison, WI 53703

A lawsuit has been filed against you.

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

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: [Allied Interstate Sued Over 'Misleading' Debt Collection Practices](#)
