

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

JULIE VOEKS, Individually and on Behalf of All) Others Similarly Situated,) Plaintiff,) v.) CONTRACT CALLERS INC. and JH) PORTFOLIO DEBT EQUITIES LLC,) Defendants.)	Case No.: 18-cv-1017 CLASS ACTION COMPLAINT Jury Trial Demanded
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”) and the Wisconsin Consumer Act, ch. 421-427, Wis. Stats. (the “WCA”).

JURISDICTION AND VENUE

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

PARTIES

3. Plaintiff Julie Voeks is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from her debts allegedly incurred for personal, family, or household purposes, namely a personal credit card.

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that she allegedly engaged in consumer credit transactions – purchases of household goods and services with a personal credit card.

6. Defendant Contract Callers, Inc. (“CCI”) is a debt collection agency with its principal offices located at 501 Greene Street, 3rd Floor Suite 302, Augusta, Georgia 30901.

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

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

9. CCI is licensed as a “collection agency” pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. 74.

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

11. Defendant JH Portfolio Debt Equities, LLC (“JHP”) is a foreign limited liability company with its primary offices located at principal offices located at 5757 Phantom Drive, Suite 225, Hazelwood, Missouri 63042.

12. JHP is engaged in the business of collecting debts, in that it purchases and receives assignment of consumer debts that are in default at the time JHP acquires them.

13. JHP uses third-party debt collection agencies, including CCI, to collect consumer debts originally owed to others and currently held by JHP. JHP, directly or indirectly, is a debt collector under this arrangement. 15 U.S.C. § 1692a(6). *See, e.g., ADE v. D & A Servs., LLC*, 2018 U.S. Dist. LEXIS 59144 (S.D. Fla. Apr. 5, 2018) (joint stipulation for dismissal of FDCPA claims against JHP and another third-party debt collector with prejudice).

14. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

15. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017); *McMahon v. LVNV Funding, LLC*, 2018 U.S. Dist. LEXIS 41984, at *32-38 (N.D. Ill. Mar. 14, 2018); *Torres v. LVNV Funding, LLC*, 2018 U.S. Dist. LEXIS 49885, at *12-15 (N.D. Ill. Mar. 27, 2018).

16. The primary purpose of JHP’s business, and JHP’s principal purpose, is the collection of consumer debts. JHP’s website contains an “About” webpage, which states:

JH Portfolio Debt Equities is one of the nation's largest investors of unpaid debt, offering innovative and regulatory compliant end-to-end solutions for distressed credit consumers. The Firm invests in portfolios of consumer receivables and works with individuals as they repay their obligations.

See <https://jhportfoliobtequities.com/about-jh-capital-group/> (accessed April 20, 2018).

17. JHP is engaged in the business of a collection agency, directly and indirectly using the mails and telephone to collect defaulted consumer debts. JHP's website contains a "Consumer Resources" page, which states:

If you are one of our consumers, you might have received something in the mail or received a call from us. JH Portfolio Debt Equities, LLC acquires charged-off accounts from some of the nation's largest lenders and works with select partners to resolve the accounts with consumers.

See <https://jhportfoliobtequities.com/consumers/> (accessed April 20, 2018).

18. Debt purchasers, including JHP, are also debt collectors as a matter of Wisconsin law. On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

19. Wis. Stat. § 427.103(3) defines debt collector:

Any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.

(emphasis added).

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

21. At a minimum, debt buyers like JHP engage in debt collection indirectly through their servicing agents, like CCI. See, e.g., *Mitchell v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 206440 *16 ("[t]here is no business purpose in purchasing charged off debts if the

ultimate goal is not to collect them,’ and that ‘[d]ebt buyers don't buy debts to use them as wallpaper, but to turn them into money’” (citing Pl.’s Reply Br.)).

22. JHP is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former consumer credit card account, originally owed to Citibank, N.A. (“Citibank”). Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”); see *Derosia v. Credit Corp. Sols.*, 2018 U.S. Dist. LEXIS 50016, at *10-11 (E.D. Wis. Mar. 27, 2018) (“As the purchaser of Derosia’s consumer debt from Synchrony, Tasman is the assignee or successor of a merchant under the WCA.”).

23. The WCA’s debt collection chapter applies to all persons collecting, either directly or indirectly, consumer debts, including merchants collecting debts owed to themselves.

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

25. The Wisconsin Department of Financial Institutions (“DFI”) has likewise observed that merchants and creditors are “Debt Collectors” under the WCA:

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

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

26. In addition to mail and telephone communications, JHP also regularly uses Wisconsin courts in its debt collection activities. A general search on Wisconsin Circuit Court

Access (“CCAP”) for “JH Portfolio” returns at least 353 actions filed and a general search for “JH Capital” returns at least 58 actions filed since 2014. Upon information and belief, all or almost all of these cases are collection actions against Wisconsin consumers.

27. JHP uses both standard collection methods, such as mail and telephone communications, and also civil lawsuits, in its collection business.

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

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

FACTS

Plaintiff’s “Citi Double Cash Card” Credit Card Account

30. Sometime prior to January 15, 2018, Plaintiff’s “Citi Double Cash Card” credit card account, issued by Citibank and with an account number ending 5896, went into default.

31. On or about January 15, 2018, Citibank mailed Plaintiff an account statement regarding her alleged Citibank account ending in 5896. A copy of this account statement is attached to this complaint as Exhibit A.

32. Exhibit A contains the following:

JANUARY STATEMENT	
Minimum payment due:	\$691.81
New balance as of 01/15/18:	\$1,446.53
Payment due date:	02/13/18

Exhibit A.

33. Exhibit A states that, as of January 15, 2018, Plaintiff's account had a "New Balance as of 01/15/18" in the amount of \$1,446.53, a "Minimum payment due" of \$691.81 and a "Payment due date" of February 13, 2018.

34. On or about February 15, 2018, Citibank mailed Plaintiff an account statement regarding her alleged Citibank account ending in 5896. A copy of this account statement is attached to this complaint as Exhibit B.

35. Exhibit B contains the following:

FEBRUARY STATEMENT	
Minimum payment due:	\$1,474.10
New balance as of 02/15/18:	\$1,474.10
Payment due date:	03/13/18

Exhibit B.

36. Exhibit B states that, as of February 15, 2018, Plaintiff's account had a "New Balance as of 02/15/18" of \$1,474.10, a "Minimum payment due" of \$1,474.10 and a "Payment due date" of March 13, 2018.

Sale of Plaintiff's Account to Defendant JHP and Defendant CCI's Letter

37. On or about March 26, 2018, CCI mailed a debt collection letter to Plaintiff regarding an alleged debt owed to JHP, originally owed to Citibank, and associated with Plaintiff's Citibank account ending in 5896. A copy of this letter is attached to this complaint as Exhibit C.

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

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

40. Upon information and belief, Exhibit C was the first debt collection letter CCI mailed to Plaintiff regarding the alleged debt allegedly owed to JHP.

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

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

Exhibit C.

42. Exhibit C also contains the following:

File Number: ██████████ 5944
Current Creditor: JH PORTFOLIO DEBT EQUITIES, LLC
Account Number: ██████████ 5896
Original Account Number: ██████████ 5896
Original Creditor: Citibank N.A.
Total Due: \$1,446.53

Exhibit C.

43. Exhibit C states that, as of March 26, 2018, Plaintiff's account with JHP had a "Total Due" of \$1,446.53.

44. Upon information and belief, Citibank sold Plaintiff's account to JHP along with a "portfolio" of other "bad," "distressed," or "toxic" credit card accounts. *See, e.g., Harvey v. Great Seneca Fin. Corp.*, 2005 U.S. Dist. LEXIS 37002, at *8 (S.D. Ohio July 18, 2005) (debt buyers may "specialize[] in the purchase of and the collection of distressed consumer debt consisting of old defaulted and delinquent obligations or accounts which it purchases in bulk and at a discount from prior creditors.").

45. Upon information and belief, at the time Citibank sold this portfolio of accounts to JHP, Citibank transmitted underlying account information for these accounts to JHP and JHP and CCI access to this account information.

46. Upon information and belief, at the time Citibank sold this portfolio of accounts to JHP, Citibank transmitted underlying account history for the accounts, including copies of Citibank's account statements. *See Livermore v. Unifund CCR LLC*, 2018 U.S. Dist. LEXIS 12643, at *2-3 (E.D. Wis. Jan. 26, 2018).

47. Upon information and belief, the account information that Citibank transmitted to JHP states that the "SALE AMOUNT" of the debt is \$1,446.53 but that the "CURRENT BALANCE" of the debt is \$1,474.10. *See Livermore*, 2018 U.S. Dist. LEXIS 12643, at *2-3.

48. Upon information and belief, the balance stated in Exhibit C letter, \$1,446.53 is based on the balance stated in Exhibit A rather than the balance stated in Exhibit B.

49. Upon information and belief, Exhibit C misstates the amount of the debt because it does not include the last month of interest. *See Livermore*, 2018 U.S. Dist. LEXIS 12643, at *2-3.

50. Understating the balance of the debt is a material misrepresentation. *See Muller v. Midland Funding*, 2016 U.S. Dist. LEXIS 68939, at *6-8 (W.D. Mo. May 26, 2016) (denying judgment on the pleadings where debt buyer understated amount of the debt); *McDermott v. Marcus, Errico, Emmer & Brooks, P.C.*, 911 F. Supp. 2d 1, *62-63 (D. Mass. Nov. 20, 2012) ("MEEB therefore understated the amount of legal fees owed for both units in the first May 17, 2005 letter. MEEB's false representation of the amount of the debt through May 17, 2005, thus violated section 1692e(2)(A)."), *amended in part*, 969 F. Supp. 2d 74 (D. Mass. 2013), *aff'd in part, rev'd in part and remanded*, 775 F.3d 109, 127-28 (1st Cir. 2014) (affirming magistrate judge's finding that debt collector violated FDCPA but did not act willfully or knowingly because "in at least one instance, MEEB's incorrect statement about the amount owed by McDermott went in McDermott's favor (i.e., MEEB said he owed less than he really did), which

supports her finding that MEEB was not simply trying to increase its legal fees.”); *Pickard v. Lerch*, 2005 U.S. Dist. LEXIS 45457, at *13 (S.D. Ind. May 26, 2005) (“The fact that Wright decided to underestimate the amount of debt allegedly owed rather than overestimate is unavailing.”); *Stonecypher v. Finkelstein Kern Steinberg & Cunningham*, 2011 U.S. Dist. LEXIS 88319, at *15 (“Plaintiff received a letter dated July 9, 2010 which stated a balance of \$1,622.42 but had two credit card statements attached reflecting higher balances. There is no indication as to how Defendant reached the balance indicated on the letter when Plaintiff’s balance as of the September, 2008 statement was \$1,707.18 and the balance was accruing interest at a rate of 29.99%.”).

51. Understating the balance of a credit card debt has real life consequences for the consumer. Debt collectors generally do not forgive the difference between the understated balance and the real balance. Consumers who believe they have paid off an account in full are frequently contacted, sometimes years later, by the same or different debt collectors seeking the unpaid amount plus interest, which is often substantial. *See* <https://www.ag.state.mn.us/consumer/publications/debtbuyers.asp> (“In some cases . . . the debt buyer may pursue the collection of debt that was already paid . . .”).

52. Where the “sale amount” of a debt is less than the charge off balance, even if debt buyers initially attempt to collect only the “sale amount,” giving the appearance that the difference between the “sale amount” and the current balance was unilaterally forgiven, the debt collector may still attempt to collect the entire balance due at charge off. *See, eg. Midland Funding LLC v. Minh Tran Et Al*, Case No. CGC 14 542668 (Cal. Super. Ct., filed Nov. 12, 2014) (debt collector initially mailed collection letters seeking a “sale amount” of \$1,816.44 but later sued for the charge off balance of \$1,856.44).

53. The unsophisticated consumer who paid the understated amount would be misled into believing that the account was paid in full when in reality, a portion remains unpaid.

54. Moreover, the consumer would be confused and misled as to whether the letter was legitimate, and whether CCI and/or JHP---entities that she had not dealt with prior to receiving CCI's letter---were legitimate. *See Derosia v. Credit Corp. Sols.*, 2018 U.S. Dist. LEXIS 50016, at *10 (E.D. Wis. Mar. 27, 2018) (“A consumer sophisticated enough to do a little homework could be led to reach a conclusion (that the letter was a scam) that would have been wrong. And such a consumer would have been led to that conclusion by the false and misleading statement in [the debt collector’s] Notice.”); *see*, <https://www.ag.state.mn.us/consumer/publications/debtbuyers.asp> (“More and more these days, individual citizens report being pursued by debt buyers they have never heard of, sometimes for collection of money they do not owe. In some cases, the debt buyer may pursue the wrong person altogether, while in other cases the debt buyer may pursue the collection of debt that was already paid or that was in dispute (e.g., where the customer was a victim of identity theft).”).

55. Consumer debt-buyer scams are neither rare nor immaterial. For example, thousands of consumers have been harmed because they improperly made payments to Citibank after their accounts had been assigned to third-party debt buyers, causing real harm to consumers. *See* <https://www.consumerfinance.gov/about-us/newsroom/cfpb-orders-citibank-to-provide-relief-to-consumers-for-illegal-debt-sales-and-collection-practices/> (“From 2010 to 2013, Citibank delayed forwarding to debt buyers nearly 14,000 payments made by consumers, totaling almost \$1 million. This delayed the updating of account balances and subjected consumers to collection efforts from debt buyers after they had already, in reality, paid off their account.”).

56. Alternatively, Exhibit C states the correct amount of the debt but does so in an unfair, deceptive, and misleading way because it does not explain how the balance was calculated, information which the debtor needs to assess any interest or fees sought by Defendants may likewise have been invalid. *Fields v. Wilber Law Firm, P.C.*, 383 F.3d 562 (7th Cir. 2004) (debtor stated claims under 15 U.S.C. §§ 1692e(2)(A) and 1692f because debt collector's failure to itemize an accurate, but confusing, balance impaired her ability to knowledgeably assess the validity of the debt); *Pickard v. Lerch*, 2005 U.S. Dist. LEXIS 45457, at *13-14 (S.D. Ind. May 26, 2005) (failure to explain contradiction between two different balances was materially misleading because "even if the Wright letter was not literally false in its statement of the amount of the debt, the Wright letter was confusingly misleading.").

57. Additionally, Exhibit C contains the following options to resolve the debt:

- ① **DISCOUNT OFFER**
Pay \$578.61 (60% Reduction) and your account will be considered "Satisfied" after we post your payment. JH PORTFOLIO DEBT EQUITIES, LLC IS NOT REQUIRED TO RENEW THESE OFFERS.
- ② **MONTHLY PAYMENT PLAN**
Pay 4 monthly installments: 3 equal payments of \$361.64 and a final payment of \$361.61. Your account will be considered "Paid in Full" after your final payment posts to your account.
- ③ **ADDITIONAL PAYMENT OPTIONS**
Contact one of our Professional Representatives to discuss our various payment options.

Exhibit C.

58. Options 1 and 2 are confusing and misleading to the consumer.

59. Because the actual balance of the account is \$1,474.10, not \$1,446.53, the consumer would be confused and misled about whether the payment schedules described in Options 1 and 2 would, in fact, resolve the account.

60. Moreover, Option 1 states that "JH PORTFOLIO DEBT EQUITIES, LLC IS NOT REQUIRED TO RENEW THESE OFFERS."

61. The statement that JHP is not required to renew these offers is false, deceptive, misleading, and confusing to the unsophisticated consumer.

62. Exhibit C does not provide a settlement expiration date upon which the “offers” would need to be renewed.

63. Upon information and belief, the statement that JHP “IS NOT REQUIRED TO RENEW THESE OFFERS” is a material false, deceptive, and misleading statement.

64. In the absence of an expiration date, the unsophisticated consumer would understand a statement that the debt collector or the creditor is “not obligated to renew this offer,” to mean that the debt collector or creditor, could---and would---rescind the settlement offer at any time and without notice.

65. Upon information and belief, the debtor can settle the account pursuant to the terms offered in Exhibit C at any time.

66. In order to preserve debt collectors’ negotiating positions and prevent the settlement process from disintegrating, while still enforcing the congressional mandate prohibiting debt collectors from making false, deceptive, and misleading representations, the Seventh Circuit has established "safe harbor" language regarding settlement offers in collection letters:

As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collector's including with the offer the following language: "We are not obligated to renew this offer." The word "obligated is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

Evory, 505 F.3d 769 at 775-76.

67. While Exhibit C tracks this safe-harbor language, without an expiration date, the language does not have its intended effect.

68. As a practical matter, the unsophisticated consumer is not an FDCPA lawyer. She does not know that the purpose of the statement that “we are not obligated to renew this offer” is to make her “realize that there is a renewal possibility but that it is not assured.”

69. Instead, where the debt collector states that it is not obligated to renew an offer but does not include an expiration date by which payment must be made, the unsophisticated consumer would understand the safe-harbor language to mean that the offer was subject to revocation.

70. The unsophisticated consumer may even believe that the law requires a debt collector to include the Seventh Circuit’s safe-harbor language if it will rescind the offer.

71. Without an expiration date, the unsophisticated consumer would interpret a debt collector’s statement that it is “not obligated to renew” as an implied threat to revoke the settlement offer at any time and without notice.

72. Where the Seventh Circuit prescribes safe-harbor language, this language is not “blessed” as generally acceptable---rather, the Seventh Circuit has made it clear that its safe-harbor language applies only in the specific “type” of case addressed in the opinion and that very language may, in fact, violate the FDCPA under other circumstances. *E.g., Boucher v. Fin. Sys. of Green Bay*, 2018 U.S. App. LEXIS 1094, at *17 (7th Cir. 2018) (“debt collectors cannot immunize themselves from FDCPA liability by blindly copying and pasting the *Miller* safe harbor language without regard for whether that language is accurate under the circumstances.”); *Evory*, 505 F.3d at 775-76 (“we think the *present concern* can be adequately addressed . . .”); *Bartlett v. Heibl*, 128 F.3d 497, 501 (7th Cir. 1997) (“We commend this redaction as a safe harbor . . . for the kind of suit Bartlett has brought and now won. The qualification ‘for the kind of suit that Bartlett has brought and now won’ is important. We are not certifying our letter

against challenges based on other provisions of the statute; those provisions are not before us.”); *see also O’Chaney v. Shapiro and Kreisman, LLC*, 2004 U.S. Dist LEXIS 5116, at *13 (N.D. Ill. Mar. 25, 2004) (rejecting the argument that a debt collector could avoid liability for use of safe harbor language where the Seventh Circuit expressly limited the reach of the language to different claims).

73. The safe-harbor language used in Exhibit C was created specifically for cases where a debt collection letter stated a settlement date certain. Without a date certain, the language is false, deceptive, misleading, and confusing, and gives rise to FDCPA liability. *Al v. Van Ru Credit Corp.*, No. 17-CV-1738-JPS, 2018 U.S. Dist. LEXIS 70321 (E.D. Wis. Apr. 26, 2018).

74. Moreover, CCI’s failure to provide an expiration date for its settlement offer is a material misrepresentation because it misleads the unsophisticated consumer about a material term of the settlement offer. *Evory*, 505 F.3d at 775-76; *see Smith v. Nat’l Enter. Sys., Inc.*, 2017 U.S. Dist. LEXIS 47701, *13 (W.D. Okla. Mar. 30, 2017) (because debt collector's purported time-sensitive settlement offer included an obviously misprinted expiration date that had already passed, "any consumer receiving [it] would be left to wonder about a material term of the offer, that is, the deadline for acceptance.").

75. The unsophisticated consumer, not knowing when the settlement offer expired, would feel intimidated into paying before the settlement offer “expired” (*i.e.*, was rescinded). *Muha v. Encore Receivable Mgmt.*, 558 F.3d 623, 629 (7th Cir. 2009) (“Confusing language in a dunning letter can have an intimidating effect by making the recipient feel that he is in over his head and had better pay up rather than question the demand for payment.”).

76. Moreover, providing the settlement offer alongside the validation notice contradicts and overshadows the consumer's validation rights.

77. The settlement offer in Exhibit C is confusing to the unsophisticated consumer because it leads the consumer to believe she must tender a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement "deadline" fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.").

78. The unsophisticated consumer, unsure when the settlement offer in Exhibit C expires, would feel compelled to make a settlement payment as soon as possible, and during the validation period, to ensure the settlement offer had not expired without notice prior to her tendering of payment. Thus, there is an apparent contradiction between the settlement offer and the validation notice.

79. The unsophisticated consumer would be confused about whether the settlement offer in Exhibit C would require her to forego her rights to validate the debt. *See, e.g., Glackin v. LTD Fin. Servs., L.P.*, 2013 U.S. Dist. ELXIS 108031, at *7-8 (E.D. Mo. Aug. 1, 2013) ("an unsophisticated consumer would likely believe that setting up payment arrangements *would act as a waiver of the right to dispute the debt.*") (emphasis added).

80. The unsophisticated consumer would not know whether requesting verification of the debt would be interpreted as a rejection of the settlement offer. *See Betz v. MRS BPO, LLC*, 2017 U.S. Dist. LEXIS 63236, at *15 (E.D. Wis. Apr. 26, 2017) ("Nothing in the FDCPA

suggests that a debt collector cannot give a consumer an incentive to simply settle the case rather than dispute that the debt is valid.”).

81. The plain language of Exhibit C is unclear as to how the debt collector would proceed in the event that the consumer mailed a dispute along with a payment that was intended to accept the settlement offer in the case that the debt could be verified.

82. Where a consumer mailed a dispute along with a payment that was intended to accept a settlement offer in Exhibit C, under the terms of Exhibit C, the debt collector might:

- a. Hold the payment in escrow pending verification of the debt;
- b. Interpret the payment as an accord and satisfaction and settlement in full that contractually bars the consumer from requesting verification of the debt; or
- c. Send the payment back to the consumer pending verification of the debt, in which case the consumer may no longer be able to settle the debt because the offer would have expired while the debt collector was obtaining verification.

83. Where a consumer mails a dispute along with a payment that was intended to accept a settlement offer with an impending expiration date, whether the FDCPA requires a debt collector to proceed along any of the above paths is an open question in the Seventh Circuit. *See Bailey v. TRW Receivables Management Services, Inc.*, 1990 U.S. Dist. LEXIS 19638, *7-8 (D. Haw. Aug. 16, 1990) (“There is nothing in the statute which indicates that a debt collector is not required to provide verification where a consumer requests it after paying the debt.”).

84. Whether accepting payment, or even holding payment pending verification, is a “further attempt to collect the debt” is an open question in the Seventh Circuit. *See Sambor v. Omnia Credit Servs.*, 183 F. Supp. 2d 1234, 1243 (D. Haw. Feb. 5, 2002) (“Because the debt collector in *Bailey* had already collected the debt, there was no collection to ‘cease’ pending validation. In *Bailey*, keeping the consumer’s money was tantamount to continuing collection activity.”).

85. The unsophisticated consumer would be confused as to whether she had effectively exercised her validation rights by sending a payment along with a dispute letter.

86. The unsophisticated consumer may unwittingly reject a settlement offer by tendering the settlement payment along with her dispute letter. If the debt collector treated the acceptance of a settlement offer as a continuing attempt to collect a debt, *see Sambor*, 183 F. Supp. 2d at 1243, the debt collector would need to return the settlement payment pending verification of the debt.

87. Because the debt collector may be legally obligated to return the consumer's settlement payment pending verification of the debt, the settlement offer could be withdrawn before the consumer had effectively made the settlement payment. By the time the debt collector verified the debt, the consumer would have missed her chance to settle the debt even though she attempted to tender a payment before the expiration date.

88. Upon information and belief, the consumer is not required to forego her rights to obtain verification of the debt in order to take advantage of the options stated in Exhibit C.

89. Plaintiff was deceived, misled, and confused by Exhibit C.

90. The unsophisticated consumer would be deceived, misled, and confused by Exhibit C.

91. Plaintiff had to spend time and money investigating Exhibit C, and the consequences of any potential responses to Exhibit C.

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

The FDCPA

93. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

94. The Seventh Circuit has held that whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of an “unsophisticated consumer.” *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). “The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled.” *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

95. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is

remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

96. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680 (Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989)

97. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a

debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *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).

98. 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”); *see also Patterson v. Howe*, 2018 U.S. Dist. LEXIS 54250, at *21-23 (S.D. Ind. Mar. 30, 2018).

99. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

100. 15 U.S.C. § 1692e(2)(A) specifically prohibits: “The false representation of—the character, amount, or legal status of any debt.”

101. 15 U.S.C. § 1692e(5) specifically prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

102. 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.”

103. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

104. 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;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

...

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

105. 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:

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.

Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C., 214 F.3d 872, 875

(7th Cir. 2000) (emphasis added).

106. The debt collector must make the 15 U.S.C. § 1692g disclosures in a non-confusing manner. See *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997); *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000); *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 317-18 (7th Cir. 2016).

107. 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.

108. The Seventh Circuit has also held that a debt collector may not hide the character of a debt; thus where a balance is subject to adjustments that would potentially confuse the unsophisticated consumer as to the amount and character of the debt, “one simple way to comply with § 1692e and § 1692f in this regard would be to itemize the various charges that comprise

the total amount of the debt.” *Fields v. Wilber Law Firm P.C.*, 383 F.3d 562, 566 (7th Cir. 2004).

109. Where a debt collector has actual or imputed knowledge that the balance of a debt is subject to charges or adjustments that would confuse or mislead a debtor as to the character of that debt, the debt collector must provide adequate notice and disclosure as to the character of the debt and the basis for the adjustments. *Acik v. I.C. Sys.*, 640 F. Supp. 2d 1019, 1023-25 (N.D. Ill. Aug. 6, 2009) (“The question under section 1692e is not whether these charges were fair or proper, but whether the fees were ‘clearly and fairly communicated’ so that Acik could ascertain the fees’ validity.”) (applying *Fields*, 383 F.3d 562 (7th Cir. 2004)).

The WCA

110. 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).

111. 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).

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

113. “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.

114. 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.

115. 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).

116. 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).

117. 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.*

118. 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.”

119. 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”

120. 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.”

121. 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.”

122. DFI has ruled that conduct that violates the FDCPA also violates the WCA.

DFI–Bkg 74.16 Oppressive and deceptive practices prohibited. A licensee shall not engage in any oppressive or deceptive practices. In attempting to collect an alleged account, bill or other indebtedness, a licensee shall not do any of the following: ...

(9) Engage in other conduct which can reasonably be expected to threaten or harass the debtor or a person related to the debtor including conduct which violates the Federal Fair Debt Collection Practices Act.

123. Misrepresenting the amount of the debt and the name of the creditor is “conduct which violates the [FDCPA]” and WCA. 15 U.S.C. § 1692e(2)(a), 1692g(a)(1); Wis. Admin. Code § DFI-Bkg 74.16(9).

COUNT I – FDCPA

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

125. Count I is brought against both Defendants.

126. Exhibit C states that the “Total Due” is \$1,446.53 but, upon information and belief, the account information Citibank transmitted, which JHP and CCI had prior to sending Exhibit C, shows that JHP and CCI knew or should have known that the “Current Balance” of the account was \$1,474.10.

127. Defendants misrepresented the amount of the debt.

128. Defendants knew Plaintiff had not made a payment on the account since it had charged off.

129. Defendants knew that Exhibit C's use of the phrase "Total Due" alongside Defendants' attempt to collect an amount less than the current account balance, would confuse the unsophisticated consumer about the amount, character, and legal status of the debt because Defendants knew Plaintiff had recently received an account statement attempting to collect a greater amount on the same account. *See Fields*, 383 F.3d at 566.

130. Defendants failed to provide any explanatory language or itemization of credits to clarify why the amount of the debt decreased after charge off even though Plaintiff had not made a payment.

131. The "DISCOUNT OFFER" and "MONTHLY PAYMENT PLAN" offered in Exhibit C are confusing and misleading to consumer because the consumer would not know whether payments according to the schedule stated in Exhibit C would actually resolve the account.

132. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(10), 1692g(a)(1), and 1692g(a)(2).

COUNT II – FDCPA

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

134. Count II is brought against both Defendants.

135. Exhibit C contains false, deceptive, misleading, and confusing statements about the discount and monthly payment plans offered in Exhibit C.

136. Exhibit C is false, deceptive, misleading, and confusing as to the “expiration” of the offers in Exhibit C.

137. Exhibit C contains implied and false threat that CCI, or JHP, will rescind the offer at any time and without notice.

138. Exhibit C implies to the consumer that the consumer cannot request verification of the debt and, assuming the debt is valid, accept the payment plans offered in Exhibit C.

139. Defendants violated 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(10), 1692g(a)(3), and 1692g(a)(5), and 1692g(a)(5).

COUNT III – WCA

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

141. Count III is brought against both Defendants.

142. CCI is licensed as a Collection Agency by the Wisconsin Department of Financial Institutions pursuant to Wis. Stat. § 218.04 and Wis. Admin. Code Ch. DFI-Bkg. Ch. 74.

143. Exhibit C states that the “Total Due” is \$1,446.53 but, upon information and belief, the account information Citibank transmitted, which JHP and CCI had prior to sending Exhibit C, shows that JHP and CCI knew or should have known that the “Current Balance” of the account was \$1,474.10.

144. Defendants misrepresented the amount of the debt.

145. Defendants knew Plaintiff had not made a payment on the account since it had charged off.

146. Defendants knew that Exhibit C’s use of the phrase “Total Due” alongside Defendants’ attempt to collect an amount less than the current account balance, would confuse

the unsophisticated consumer about the amount, character, and legal status of the debt because Defendants knew Plaintiff had recently received an account statement attempting to collect a greater amount on the same account. *See Fields*, 383 F.3d at 566.

147. Defendants failed to provide any explanatory language or itemization of credits to clarify why the amount of the debt decreased after charge off even though Plaintiff had not made a payment.

148. The “DISCOUNT OFFER” and “MONTHLY PAYMENT PLAN” offered in Exhibit C are confusing and misleading to consumer because the consumer would not know whether payments according to the schedule stated in Exhibit C would actually resolve the account.

149. Misrepresenting the amount of the debt is “conduct which violates the [FDCPA]” and WCA. 15 U.S.C. § 1692e(2)(a), 1692g(a)(1); Wis. Admin. Code § DFI-Bkg 74.16(9).

150. Defendants violated Wis. Stat. § 427.104(1) and Wis. Admin. Code § DFI-Bkg 74.16(9).

CLASS ALLEGATIONS

151. Plaintiff brings this action on behalf of two Classes.

152. Class I (“Nationwide Class”) consists of (a) all natural persons in the United States of America (b) who were sent a collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt owed to JHP and originally owed to Citibank, (d) which debt was incurred for personal, family or household purposes, (e) in which CCI represented the balance to be the “SALE AMOUNT,” instead of the “CURRENT BALANCE” as provided by Citibank, (f) between July 3, 2017 and July 3, 2018, inclusive, (g) that was not returned by the postal service. Excluded from the class are individuals whose

differences in balance are attributed solely to additional interest assessed by Defendants after Citibank assigned the debt to Defendants, and individuals whose “SALE AMOUNT” and “CURRENT BALANCE” data from Citibank are identical in amount.

153. Class II (“Wisconsin Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt owed to JHP and originally owed to Citibank, (d) which debt was incurred for personal, family or household purposes, (e) in which CCI represented the balance to be the “SALE AMOUNT,” instead of the “CURRENT BALANCE” as provided by Citibank, (f) between July 3, 2017 and July 3, 2018, inclusive, (g) that was not returned by the postal service. Excluded from the class are individuals whose differences in balance are attributed solely to additional interest assessed by Defendants after Citibank assigned the debt to Defendants, and individuals whose “SALE AMOUNT” and “CURRENT BALANCE” data from Citibank are identical in amount.

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

155. There are questions of law and fact common to the members of the each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendants complied with the FDCPA and the WCA.

156. Plaintiff’s claims are typical of the claims of the members of each class. All are based on the same factual and legal theories.

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

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

JURY DEMAND

159. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: July 3, 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



JULIE F VOEKS

Member Since 2015 Account number ending in: 5896
Billing Period: 12/16/17-01/15/18

www.citicards.com

Customer Service 1-855-473-4583

TTY-hearing-impaired services only 1-800-325-2865
BOX 6500 SIOUX FALLS, SD 57117

JANUARY STATEMENT

Minimum payment due: \$691.81
New balance as of 01/15/18: \$1,446.53
Payment due date: 02/13/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	4 year(s)	\$1,853

For information about credit counseling services, call 1-877-337-8188.

Your account is past due. Please pay at least the minimum payment due, which includes a past due amount of \$369.88 and an overlimit amount of \$246.53.

Account Summary

Previous balance	\$1,385.13
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$35.00
Interest	+\$26.40

New balance \$1,446.53

Credit Limit

Credit limit \$1,200
Includes \$400 cash advance limit

Your account is 6 months past due

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

» Go to paymentsolutions.citicards.com to make a payment or for assistance call us today at 1-866-376-3645.
For the hearing impaired, call our TDD line at 1-800-926-5818.

Hours of operation: Monday – Friday: 7:00 a.m. to 9:00 p.m. CT
Saturday and Sunday: 8:30 a.m. to 5:00 p.m. CT

FGEN007616



P.O. Box 6004
Sioux Falls, SD 57117-6004

Your Statement Is Inside

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484) or go to your device's app store.
Or visit www.citicards.com

Please print **Address Changes** on the reverse side

Minimum payment due \$691.81
New balance \$1,446.53
Payment due date 02/13/18
Amount Enclosed: \$

Account number ending in 5896

OU00513086 1 AV 0.373 MQ190901 TMN 005830 2563



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

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045



109685

02532503
MSP 4787



JULIE F VOEKS

TTY-hearing-impaired services only 1-800-325-2865

About Interest Charges

How We Calculate Interest. We calculate it separately for each balance shown in the Interest Charge Calculation table. We use the daily balance method (including current transactions) if the Balance Subject to Interest Rate is followed by (D). We figure the interest charge by multiplying the daily balance by its daily periodic rate each day in the billing period. To get a daily balance, we take the balance at the end of the previous day, add the interest on the previous day's balance and new charges, subtract new credits or payments, and make adjustments. The Balance Subject to Interest Rate is the average of the daily balances. We use the average daily balance method (including current transactions) if the Balance Subject to Interest Rate is followed by (A). To get an average daily balance, we take the balance at the end of the previous day, add new charges, subtract new credits or payments, and make adjustments. We add all the daily balances and divide by the number of days in the billing period. We figure the interest charge by multiplying the average daily balance by the monthly periodic rate, or by the daily periodic rate and by the number of days in the billing period, as applicable.

Minimum Interest Charge. If we charge interest, it will be at least \$0.50. How to Avoid Paying Interest on Purchases. Your due date is at least 23 days after the close of each billing period. We will not charge you any interest on purchases if you pay your New Balance by the due date each month. This is called a grace period on purchases. If you do not pay the New Balance in full by the due date, you will not get a grace period on purchases until you pay the New Balance in full for two billing periods in a row. We will begin charging interest on cash advances and balance transfers on the transaction date.

Your Rights

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

If you think there is an error on your statement, visit us online at the url above or write to the Customer Service address shown on the front.

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 is 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 online or in writing at the Customer Service address shown on front of statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Notification of Disputed Item

You can file a billing dispute or check the status of an existing dispute online at the url above. You can also check the status of an existing billing dispute by contacting the customer service number on the top of this page.

Other Account and Payment Information

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address shown below.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:
• Enclose a valid check or money order. No cash or foreign currency please.
• Include your name and the last four digits of your account number.

How to Report a Lost or Stolen Card. Call the Customer Service number at the top of the page.

Balance Transfers. Balance Transfer amounts are included in the "Purchases" line in the Account Summary.

Membership Fee. Some accounts are charged a membership fee. To avoid paying this fee, notify us that you are closing your account within 30 days of the mailing or delivery date of the statement on which the fee is billed.

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

Payment Amount

You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

©2013 Citibank, N.A.
Citi, Citi with Arc Design are registered service marks of Citigroup Inc.

C0713

Keep your contact information updated with the Citi Mobile® App

Update your contact information - address, email, home phone or mobile number - to receive account-related communications and promotions. By giving us a mobile number or a number later converted to a mobile number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or text. Your phone plan charges may apply.

Mobile:

Home:

Did you know you can manage your contact information from your mobile device?

Life is full of changes. Update your email or mobile number anytime through the Citi Mobile App and stay connected with your account while on the go.

- 1. Log in to the app
2. Click on "Settings"
3. Click on "Profile" to update your contact information



To download the app text "App15" to MyCiti (692484) or go to your app store

Payments other than by mail

Online. Visit www.citicards.com to enroll in Online Bill Pay and make a payment. When you enroll in Online Bill Pay you can schedule your payments up to ninety days in advance using the "Other" payment option. For security reasons, you may not be able to pay your entire new balance the first time you make a payment online.

Phone. Call 1-855-473-4583 to make a payment. There is no fee for this service.

AutoPay. Visit autopay.citicards.com to enroll in AutoPay and have your payment amount automatically deducted each month on your payment date from the payment account you choose.

Express mail. Send payment by express mail to:

CITI CARDS
Attention: Bankcard Payments Department
6716 Grade Lane
Building 9, Suite 910
Louisville, KY 40213

Crediting Payments other than by Mail. The payment cutoff time for Online Bill Payments, Phone Payments, and Express mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

0-1 02532503 25893609.57

109685

2 1 OF 2 PG 1 20180116 5038 50

32 015 142 019 8

JULIE F VOEKS

Account Summary

Trans. date	Post date	Description	Amount
-------------	-----------	-------------	--------

Fees charged

Date	Description	Amount
01/15	LATE FEE - DEC PAYMENT PAST DUE	\$35.00
Total fees charged in this billing period		\$35.00

Interest charged

Date	Description	Amount
01/15	INTEREST CHARGED TO STANDARD PURCH	\$26.40
Total interest charged in this billing period		\$26.40

2018 totals year-to-date

Total fees charged in 2018	\$35.00
Total interest charged in 2018	\$26.40

Interest charge calculation

Days in billing cycle: 31

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	22.24% (V)	\$1,397.86 (D)	\$26.40
ADVANCES			
Standard Adv	26.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

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

589602



2553509.57 02532503 0-1

201609

EQUR402A 5036 50 20160116 PG 2 OF 2

Exhibit B

JULIE F VOEKS

Member Since 2015 Account number ending in: 5896
Billing Period: 01/16/18-02/15/18

www.citicards.com

Customer Service 1-855-473-4583

TTY-hearing-impaired services only 1-800-325-2865
BOX 6500 SIOUX FALLS, SD 57117

FEBRUARY STATEMENT

Minimum payment due: \$1,474.10
New balance as of 02/15/18: \$1,474.10
Payment due date: 03/13/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the variable Penalty APR of 29.99%.

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

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	1 month(s)	\$1,474

For information about credit counseling services, call 1-877-337-8188.

Your account is past due. Please pay at least the minimum payment due, which includes a past due amount of \$445.28 and an overlimit amount of \$274.10.

Account Summary

Previous balance \$1,446.53
Payments -\$0.00
Credits -\$0.00
Purchases +\$0.00
Cash advances +\$0.00
Fees +\$0.00
Interest +\$27.57

New balance \$1,474.10

Credit Limit

Credit limit \$1,200
Includes \$400 cash advance limit

5896

Your account is 6 months past due

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

» Go to paymentsolutions.citicards.com to make a payment or for assistance call us today at 1-866-376-3645.

For the hearing impaired, call our TDD line at 1-800-926-5818.

Hours of operation: Monday - Friday: 7:00 a.m. to 9:00 p.m. CT
Saturday and Sunday: 8:30 a.m. to 5:00 p.m. CT

FGEN007616



P.O. Box 6004
Sioux Falls, SD 57117-6004

Your Statement Is Inside

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Please print **Address Changes** on the reverse side

Minimum payment due \$1,474.10
New balance \$1,474.10
Payment due date 03/13/18
Amount Enclosed: \$

Account number ending in 5896

TT00679273 1 AV 0.378 VW194278 TMN 007990 3300



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

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045



02637112
MSP 1410



JULIE F VOEKS

Account Summary

Trans. date	Post date	Description	Amount
-------------	-----------	-------------	--------

Fees charged

Total fees charged in this billing period **\$0.00**

Interest charged

Date	Description	Amount
02/15	INTEREST CHARGED TO STANDARD PURCH	\$27.57

Total interest charged in this billing period **\$27.57**

2018 totals year-to-date	
Total fees charged in 2018	\$35.00
Total interest charged in 2018	\$53.97

Interest charge calculation			Days in billing cycle: 31
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	22.24% (V)	\$1,459.83 (D)	\$27.57
ADVANCES			
Standard Adv	26.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

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

Privacy Notice:

Please see the enclosed Privacy Notice for important information. Any choices you have made previously will continue to apply until you tell us to make a change.

201602





FACTS

WHAT DOES CITIBANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and employment information
- credit history and transaction history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citibank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Citibank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call **1-877-640-3983** – our menu will prompt you through your choice(s). (For hearing- and speech-impaired services only TTY: 1-800-325-2865)

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us anytime to limit our sharing.

Questions?

Call 1-877-640-3983 or call the Customer Service number on the back of your credit card or on your billing statement. (TTY: 1-800-325-2865)

589603



Page 2

Who we are	
Who is providing this notice?	You are receiving this notice from Citibank, N.A., the bank that issues your credit card.
What we do	
How does Citibank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Citibank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ provide account information or give us your contact information ■ provide employment information or apply for a loan ■ use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies such as Citigroup Global Markets Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include companies engaged in direct marketing and the selling of consumer products and services.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance companies and other financial companies.</i>
Other Important Information	
<p>For Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.</p> <p>For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.</p>	
<p><u>Important Information about Credit Reporting</u></p>	
<p>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.</p>	

Exhibit C

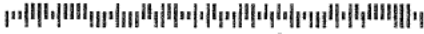
PO Box 2207
Augusta, GA 30903-2207

Personal & Confidential

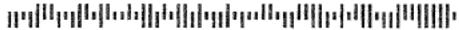
For on-line payment, visit us at www.contractcallers.com		
TO PAY BY CREDIT CARD, PLEASE COMPLETE THIS SECTION		
<input type="checkbox"/> VISA		<input type="checkbox"/> MasterCard
CARD NUMBER	EXP. DATE	
SIGNATURE		SECURITY CODE
FILE #	CIRCLE OPTION	AMOUNT
6944	1 2 3	



➤ Address Changed? Make Changes Below



Julie F Voeks
517 E RAWSON AVE
OAK CREEK, WI 53154-1509



Contract Callers, Inc.
PO Box 2207
Augusta, GA 30903-2207

Pay To

➤ Billing Phone Number: _____
➤ E-Mail Address: _____

➤ Make check or money order payable to Contract Callers Inc. By Phone: (866) 891-0386 <

▲ Please Detach And Return in The Enclosed Envelope With Your Payment ▲



Hours of Operation
Monday - Thursday 8AM-9PM EST
Friday 9AM-6PM EST
March 26, 2018

501 Greene Street, 3rd Floor Suite 302 • Augusta, GA 30901
(866) 891-0386

File Number: 6944
Current Creditor: JH PORTFOLIO DEBT EQUITIES, LLC
Account Number: 5896
Original Account Number: 5896
Original Creditor: Citibank N.A.
Total Due: \$1,446.53

Dear Julie F Voeks,

Sometimes difficult situations arise that can cause financial hardship. We have developed three affordable options for you to pay off this account if the debt is not disputed. We want you to know that you do have options to resolve this account.

- 1 **DISCOUNT OFFER**
Pay \$578.61 (60% Reduction) and your account will be considered "Satisfied" after we post your payment. JH PORTFOLIO DEBT EQUITIES, LLC IS NOT REQUIRED TO RENEW THESE OFFERS.
- 2 **MONTHLY PAYMENT PLAN**
Pay 4 monthly installments: 3 equal payments of \$361.64 and a final payment of \$361.61. Your account will be considered "Paid in Full" after your final payment posts to your account.
- 3 **ADDITIONAL PAYMENT OPTIONS**
Contact one of our Professional Representatives to discuss our various payment options.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

- Call Toll-Free (866) 891-0386 to discuss payment arrangements.
- You can now pay online at: www.contractcallers.com
- Pay by mail to:**
Contract Callers, Inc. • PO BOX 2207 AUGUSTA, • GA 30903-2207
- Pay by MoneyGram:**
Use Receiver Code 4994

Wisconsin:

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

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

(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
CONTRACT CALLERS INC., et al.

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

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

Attorneys (If Known)

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

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <input type="checkbox"/> 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: July 3, 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

Plaintiff(s)

v.

CONTRACT CALLERS INC. and
JH PORTFOLIO DEBT EQUITIES LLC

Defendant(s)

Civil Action No. 18-cv-1017

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
CONTRACT CALLERS INC.
c/o C T CORPORATION SYSTEM
8040 EXCELSIOR DRIVE, SUITE 200
MADISON, WI 53717

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

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

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JULIE VOEKS

Plaintiff(s)

v.

CONTRACT CALLERS INC. and
JH PORTFOLIO DEBT EQUITIES LLC

Defendant(s)

Civil Action No. 18-cv-1017

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
JH PORTFOLIO DEBT EQUITIES LLC
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison, Wisconsin 53703

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Contract Callers, JH Portfolio Debt Equities Named in Wisconsin Debt Collection Lawsuit](#)
