



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

8. Defendant Alliance One Receivables Management, Inc. (“Alliance One”) is a debt collection agency with its principal offices located at 4850 E Street Road, Suite 300, Trevose, PA 19053.

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

10. Alliance One is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. Alliance One is a debt collector as defined in 15 U.S.C. § 1692a.

## **FACTS**

### ***Facts relating to Plaintiff Czarnecki***

11. On or about February 6, 2017, Alliance One mailed a debt collection letter to Plaintiff Czarnecki regarding an alleged debt, allegedly owed to “CAPITAL ONE BANK - USA, N.A.” (“Capital One”). A copy of this letter is attached to this complaint as Exhibit A.

12. Upon information and belief, the alleged debt that Alliance One was attempting to collect was an alleged credit card account, used only for personal, family or household purposes.

13. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Czarnecki inserted by computer.

14. Upon information and belief, Exhibit A is a form debt collection letter used by Alliance One to attempt to collect alleged debts.

15. Upon information and belief, Exhibit A is the first written communication that Alliance One sent to Czarnecki regarding the alleged debt to which Exhibit A refers.

16. Exhibit A contains the following text:

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

17. The above language in Exhibit A is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

18. Exhibit A also contains the following settlement offer:

The amount of your debt is \$3,794.65. At this time, we would like to offer to resolve your account for 30% off the balance! That's a total reduced payment amount of \$2656.26. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

19. Exhibit A also includes the following threat of referral to an attorney:

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

20. Exhibit A also contains the following statement:

Charge-Off Amount:	\$3,794.65
Interest*:	\$0.00
Non-Interest Charges/Fees*:	\$0.00
Payments Made*:	\$0.00
Balance:	\$3,794.65

\*Amount listed accrued since charge-off

21. Exhibit A contains the following settlement offer:

The amount of your debt is \$3,794.65. At this time, we would like to offer to resolve your account for 30% off the balance! That's a total reduced payment amount of \$2656.26. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

22. Exhibit A also states:

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

23. Czarnecki was confused by Exhibit A.

24. The unsophisticated consumer would be confused by Exhibit A.

***Facts relating to Plaintiff Schneider***

25. On or about March 17, 2017, Alliance One mailed a debt collection letter to Plaintiff Schneider regarding an alleged debt, allegedly owed to "CAPITAL ONE BANK (USA), N.A." ("Capital One"). A copy of this letter is attached to this complaint as Exhibit B.

26. Upon information and belief, the alleged debt that Alliance One was attempting to collect was an alleged credit card account, used only for personal, family or household purposes.

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

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

29. Upon information and belief, Exhibit B is the first written communication that Alliance One sent to Schneider regarding the alleged debt to which Exhibit B refers.

30. Exhibit B contains the following text:

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

31. The above language in Exhibit B is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

32. Exhibit B also contains the following settlement offer:

The amount of your debt is \$1,136.66. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$682.00. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

33. Exhibit B also includes the following threat of referral to an attorney:

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

34. Exhibit B gives absolutely no indication of when Defendant would turn Plaintiff's account over to an attorney. (Exhibit B).

35. Exhibit B also contains the following statement:

Charge-Off Amount:	\$1,136.66
Interest*:	\$0.00
Non-Interest Charges/Fees*:	\$0.00
Payments Made*:	\$0.00
Balance:	\$1,136.66

\*Amount listed accrued since charge-off

36. Exhibit B contains the following settlement offer:

The amount of your debt is \$1,136.66. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$682.00. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

37. Exhibit B also states:

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

38. Schneider was confused by Exhibit B.
39. The unsophisticated consumer would be confused by Exhibit B.

***Facts relating to Plaintiff Konings***

40. On or about May 15, 2017, Alliance One mailed a debt collection letter to Plaintiff Konings regarding an alleged debt, allegedly owed to “CAPITAL ONE BANK (USA), N.A.” (“Capital One”). A copy of this letter is attached to this complaint as Exhibit C.

41. Upon information and belief, the alleged debt that Alliance One was attempting to collect was an alleged credit card account, used only for personal, family or household purposes.

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

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

44. Upon information and belief, Exhibit C is the first written communication that Alliance One sent to Schneider regarding the alleged debt to which Exhibit C refers.

45. Exhibit C contains the following text:

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

46. The above language in Exhibit C is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

47. Exhibit C also contains the following settlement offer:

The amount of your debt is \$1,963.67. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$1178.20. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

48. Exhibit C also includes the following threat of referral to an attorney:

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

49. Exhibit C gives absolutely no indication of when Defendant would turn Plaintiff's account over to an attorney.

50. Konings was confused by Exhibit C.

51. The unsophisticated consumer would be confused by Exhibit C.

***Facts relating to Plaintiff Cajigas***

52. On or about April 24, 2017, Alliance One mailed a debt collection letter to Plaintiff Cajigas regarding an alleged debt, allegedly owed to "CAPITAL ONE BANK (USA), N.A." ("Capital One"). A copy of this letter is attached to this complaint as Exhibit D.

53. Upon information and belief, the alleged debt that Alliance One was attempting to collect was an alleged credit card account, used only for personal, family or household purposes.

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

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

56. Upon information and belief, Exhibit D is the first written communication that Alliance One sent to Schneider regarding the alleged debt to which Exhibit D refers.

57. Exhibit D contains the following text:

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

58. The above language in Exhibit D is the debt validation notice that the FDCPA requires to be included with the initial written communication to the consumer. 15 U.S.C. § 1692g.

59. Exhibit D also contains the following settlement offer:

The amount of your debt is \$1,963.67. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$1178.20. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

60. Cajigas was confused by Exhibit D.

61. The unsophisticated consumer would be confused by Exhibit D.

### **The FDCPA**

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



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

63. 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”).

64. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

65. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

66. 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.”

67. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

### **FDCPA Violations**

#### ***The threat of legal action and settlement offer overshadow the validation notice.***

68. Exhibits A-D are confusing to the unsophisticated consumer because they demand a payment within the validation period or shortly thereafter, but do 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.”).

69. Exhibits A-C compound the confusion and coercive nature of AllianceOne’s conduct by also including a threat of legal action.

70. The unsophisticated consumer would have no idea how to both seek verification of the debt, preserve the settlement offer in Exhibits A-D, and, except for Exhibit D, avoid

having his or her account turned over to an attorney for possible legal action. It is likely that the settlement offer would expire before the debt collector provides verification. The consumer would be left with little or no time to review the verification and determine whether to accept the settlement offer.

71. The consumer needs time to process the information contained in an initial debt collection letter before deciding whether to dispute, pay or take other action. This is the point of the 30 day period in 15 U.S.C. 1692g(a).

72. Prior to deciding whether to dispute a debt, a consumer may have to sort through personal records and/or memories to try to remember if the debt might be legitimate. He may not recognize the creditor – debts are freely assignable and corporations, especially banks, often change names.

73. Moreover, once a consumer sends a dispute in writing, the creditor is under no obligation to provide verification in any specific amount of time, or even to provide verification at all, so long as the debt collector ceases collection efforts until it does so. *Jang v. A.M. Miller & Assocs.*, 122 F.3d 480, 483 (7th Cir. 1997) (“Section 1692g(b) thus gives debt collectors two options when they receive requests for validation. They may provide the requested validations and continue their debt collecting activities, or they may cease all collection activities.”)

74. The validation period lasts for 30 days. It is the consumer’s right to *request* verification until the end of the thirty day period. If the request is not made until the end of the thirty day period, the verification request would not be processed, researched by the creditor, and returned to the consumer until long after settlement offer payment deadline has expired. The consumer would be left with no time to review the verification and determine whether to accept the settlement offer.

75. The effect of the settlement offer and threat of attorney referral in the initial written debt communication is to discourage or prevent consumers from exercising their validation rights.

76. Defendant did not include sufficient explanatory language in Exhibits A-D, *see, eg. Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997). Its apparent attempt to do so – “Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor,” does not address or clarify the issue of whether the offer may or would expire if the consumer submits a dispute in writing.

77. In order to preserve the settlement offer in the event of a written dispute, and to preserve the 30-day validation period itself, any explanatory language should make clear whether a dispute will extend the settlement offer and/or temporarily suspend referral to an attorney while the debt collector is in the process of complying with its obligation to verify the debt.

78. Upon information and belief, if a consumer submits a dispute in writing, neither AllianceOne nor Capital One would actually refer the account to an attorney before providing verification. The consumer does not know this.

79. Moreover, the unsophisticated consumer would interpret the language in Exhibits A-C stating: “Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you,” as meaning the only way to avoid referral to an attorney is to pay or establish a payment plan with AllianceOne.

80. In reality, Capital One directs letters with the above threat of legal action to many consumers who Capital One has no intention of suing. The unsophisticated consumer does not know this either.

***False threats of interest, fees and non-interest charges***

81. Exhibits A-D also state that interest, non-interest charges and/or fees may be added to the alleged debt.

82. Although the amounts of interest, non-interest charges and/or fees in Exhibits A-D are \$0.00, the letter implies that there could be interest or costs added to the debt in a future letter. *Tylke v. Diversified Adjustment Serv.*, No. 14-cv-748; 2014 U.S. Dist. LEXIS 153281, \*7 (E.D. Wis. Oct. 28, 2014) (“the inclusion of a collection fee, even one showing a balance of zero, could imply the future possibility of one.”).

83. Upon information and belief, AllianceOne does not actually add interest or fees to accounts such as those identified in Exhibits A-D.

84. Upon information and belief, AllianceOne includes the references to “interest” and non-interest/fees for the purpose of intimidating consumers to pay under threat of the balance increasing.

***Confusion of the balance and settlement amounts***

85. Exhibits A-D also contain settlement offers that reference the balance due in a confusing manner.

86. Exhibit B contains the following settlement offer:

The amount of your debt is \$1,136.66. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$682.00. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

87. Exhibit B also states:

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

88. The representation in Exhibits A-D that the payment option will “resolve” the account is false, misleading and confusing to the unsophisticated consumer.

89. The unsophisticated consumer would be confused and misled as to why AllianceOne provided an itemized breakdown of “interest and fees [that] are no longer being added to your account.”

90. The unsophisticated consumer would wonder whether the itemized breakdown accurately stated the charges and fees that had accrued prior to Exhibits A-D being sent and whether Exhibits A-D accurately stated the balance and character of the debt.

91. The alleged debt is a credit card account. Upon information and belief, the debt will accrue interest, likely at a default or penalty rate between 20 and 30 percent or possibly more, between the respective dates listed on Exhibits A-D and the date Plaintiff would make a payment on the alleged debt.

92. The unsophisticated consumer understands that interest and fees are routinely added to delinquent (allegedly) credit card accounts, and would be confused as to whether the settlement option is meant to incorporate interest and fees into it, or not.

93. Exhibits A-D fail to state the terms of the settlement offers in a non-confusing manner.

94. The unsophisticated consumer could not determine from Exhibits A-D if the settlement offers are for an amount set as of the date of the letter, or an amount that will increase depending on when the unsophisticated consumer sends in the payment.

95. The normal meaning of “settling” a debt means that the debt is permanently resolved in exchange for a payment of a portion of the balance.

96. The unsophisticated consumer could send a check for the settlement amount and would not know whether he had sent enough money to actually settle the account, due to the

possibility that Alliance One, on a whim, added interest or other charges to the settlement amount.

97. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt. A payment of the entire debt would leave pennies or, at most, a few dollars left over for payment later. *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). But the payment specified may be insufficient to settle the whole debt, plus undisclosed interest and fees. Due to the continuing accrual of interest on the alleged credit card debt, it is possible that Alliance One and Capital One could continue to collect the entire remaining balance of the alleged debt and additional accrued interest, as a settlement agreement has not actually been consummated.

#### **COUNT I – FDCPA**

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

99. The settlement offer deadlines and threats of referral to an attorney for possible legal action conflict with and overshadow the debt validation notice, in that they demand a payment within the validation period or shortly thereafter while identifying a consequence of non-payment, but do not explain how the validation notice, settlement offer, and threat of legal action fit together. 15 U.S.C. § 1692g; *Bartlett*, 128 F.3d at 500.

100. Exhibits A-D are confusing, deceptive, and/or misleading to the unsophisticated consumer.

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

**(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.

102. Defendant violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692g.

**COUNT II -- FDCPA**

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

104. Exhibits A-D threaten to collect interest and fees that neither AllianceOne nor Capital One intends to actually collect from Plaintiffs.

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

**COUNT III – FDCPA**

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

107. The settlement offers in Exhibits A-D are confusing. Exhibits A-D fail to specify whether the settlement offer is for a set, pre-determined amount or it is subject to other charges.

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

**CLASS ALLEGATIONS**

109. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibits A-D to the complaint in this action, (c) seeking to collect a debt for personal, family or household purposes, (d) between January 16, 2017 and January 16, 2018, inclusive, (e) that was not returned by the postal service.

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



111. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with 15 U.S.C. § 1692e, 1692e(10), 1692f and 1692g.

112. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

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

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

#### **JURY DEMAND**

115. Plaintiff hereby demands a trial by jury.

#### **PRAYER FOR RELIEF**

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

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

Dated: January 16, 2017

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)

Jesse Fruchter (SBN 1097673)  
Ben J. Slatky (SBN 1106892)  
3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
jblythin@ademilaw.com  
meldridge@ademilaw.com  
jfruchter@ademilaw.com  
bslatky@ademilaw.com

# **EXHIBIT A**



We strive to offer the best experience and simple payment options.

February 6, 2017

Name: SALLY A CZARNECKI  
Account Number: [REDACTED] 4090  
Creditor Reference Number: XXXXXXXXXXXX8293  
Creditor: CAPITAL ONE BANK (USA), N.A  
Original Creditor: CAPITAL ONE BANK (USA), N.A  
Telephone: 800-279-3480

Charge-Off Amount: \$3,794.65  
Interest\*: \$0.00  
Non-Interest Charges/Fees\*: \$0.00  
Payments Made\*: \$0.00  
Balance: \$3,794.65  
\*Amount listed accrued since charge-off

Initial Placement Notice and Debt Reduction Offer

Dear SALLY A CZARNECKI,

Our client, CAPITAL ONE BANK (USA), N.A, has referred your account with us for collection. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

The amount of your debt is \$3,794.65. At this time, we would like to offer to resolve your account for 30% off the balance! That's a total reduced payment amount of \$2656.26. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

AllianceOne has #Gone Green, visit [emailportal.allianceoneinc.com](http://emailportal.allianceoneinc.com) and sign up if you would like to begin receiving emailed notices or go to [www.aoiezipay.com](http://www.aoiezipay.com) to set up payments online!

IMPORTANT DISCLOSURES:

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

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

This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

✂ Detach Bottom Portion And Return With Payment ✂

S: 124951-L: 3698-O: CP2-DEF-3698-789

To contact us regarding your account, call:  
800-279-3480



PO Box 1259  
Dept. 114164  
Oaks, PA 19456



↑ Mail return address only; send no letters

Regarding: CAPITAL ONE BANK (USA), N.A		
Creditor Reference Number	Balance	Offer Amount
XXXXXXXXXXXX8293	\$3,794.65	\$2656.26

You can pay online at [www.aoiezipay.com](http://www.aoiezipay.com).

↓ Please make check or money order payable to:

AllianceOne Receivables Management Inc  
PO Box 3111  
Southeastern, PA 19398-3111



SALLY A CZARNECKI  
PO BOX 100144  
CUDAHY WI 53110-6102



# Exhibit B



We strive to offer the best experience and simple payment options.

March 17, 2017

Name: MARY L SCHNEIDER	Charge-Off Amount:	\$1,136.66
Account Number: [REDACTED] 2088	Interest*:	\$0.00
Creditor Reference Number: XXXXXXXXXXXX9520	Non-Interest Charges/Fees*:	\$0.00
Creditor: CAPITAL ONE BANK (USA), N.A	Payments Made*:	\$0.00
Original Creditor: CAPITAL ONE BANK (USA), N.A	Balance:	\$1,136.66
Telephone: 800-279-3480	*Amount listed accrued since charge-off	

Initial Placement Notice and Debt Reduction Offer

Dear MARY L SCHNEIDER,

Our client, CAPITAL ONE BANK (USA), N.A., has referred your account with us for collection. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

The amount of your debt is \$1,136.66. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$682.00. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

AllianceOne has #Gone Green, visit [emailportal.allianceoneinc.com](http://emailportal.allianceoneinc.com) and sign up if you would like to begin receiving emailed notices or go to [www.aoiezipay.com](http://www.aoiezipay.com) to set up payments online!

IMPORTANT DISCLOSURES:

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

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✂ Detach Bottom Portion And Return With Payment ✂

S: 124951-L: 3698-O: CP2-DEF-3698-66

To contact us regarding your account, call:  
800-279-3480



PO Box 1259  
Dept. 114164  
Oaks, PA 19456



↑ Mail return address only; send no letters

Regarding: CAPITAL ONE BANK (USA), N.A		
Creditor Reference Number	Balance	Offer Amount
XXXXXXXXXXXX9520	\$1,136.66	\$682.00

You can pay online at [www.aoiezipay.com](http://www.aoiezipay.com).

↓ Please make check or money order payable to:

AllianceOne Receivables Management Inc  
PO Box 3111  
Southeastern, PA 19398-3111



MARY L SCHNEIDER  
7971 S 6TH ST APT 424  
WAY APT 3B  
OAK CREEK WI 53154-2037



PWP-1785-A-0

# Exhibit C



Trevese, PA 19053

We strive to offer the best experience and simple payment options.

May 15, 2017

Name: ERIC KONINGS	Charge-Off Amount:	\$1,963.67
Account Number: ██████████1899	Interest*:	\$0.00
Creditor Reference Number: XXXXXXXXXXXX0333	Non-Interest Charges/Fees**:	\$0.00
Creditor: CAPITAL ONE BANK (USA), N.A.	Payments Made*:	\$0.00
Original Creditor: CAPITAL ONE BANK (USA), N.A.	Balance:	\$1,963.67
Telephone: 800-279-3480	*Amount listed accrued since charge-off	

Initial Placement Notice and Debt Reduction Offer

Dear ERIC KONINGS,

Our client, CAPITAL ONE BANK (USA), N.A. has referred your account with us for collection. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

Our client has identified your account as eligible for referral to its attorney network in your state for review for possible legal action. Please note that no decision has been made as to whether legal action will be taken. That decision can be made only by an attorney, and an attorney has not yet reviewed your account. Our role is to give you an opportunity to avoid the possibility of referral for legal review by our client, by establishing a repayment arrangement with you.

The amount of your debt is \$1,963.67. At this time, we would like to offer to resolve your account for 40% off the balance! That's a total reduced payment amount of \$1178.20. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

Our goal is to offer payment solutions that fit your needs. If you can't pay the reduced amount within 40 days, please call 800-279-3480 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

Please keep in mind, interest and fees are no longer being added to your account. That means every dollar you pay goes towards paying off your balance. We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

AllianceOne has #Gone Green, visit [email:portal.allianceoneinc.com](mailto:portal.allianceoneinc.com) and sign up if you would like to begin receiving emailed notices or go to [www.aolxpay.com](http://www.aolxpay.com) to set up payments online!

IMPORTANT DISCLOSURES:

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

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This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

✂ Detach Bottom Portion And Return With Payment ✂

0 2453 1 999 0 0 PZ 0E 368 18 2

To contact us regarding your account, call 800-279-3480



PO BOX 3004  
Dept. 114185 (2)  
PHOENIXVILLE PA 19460-0919

✉ Mail return address only; send no letters

Receiving: CAPITAL ONE BANK (USA), N.A		
Original Payment Number	Charge-Off	Offer Amount
XXXXXXXXXXXX0333	\$1,963.67	\$1178.20
You can pay online at <a href="http://www.aolxpay.com">www.aolxpay.com</a>		

✉ Please make check or money order payable to:

AllianceOne Receivables Management Inc  
PO Box 3111  
Southeastern, PA 19368-3111





# Exhibit D



One Correspondence Pl.  
4850 Street Rd, Suite 300  
Trevose, PA 19053

We strive to offer the best experience and simple payment options.

April 24, 2017

Name: RAFAEL A CAJIGAS  
Account Number: ██████████7763  
Creditor Reference Number: XXXXXXXXXXXX6405  
Creditor: CAPITAL ONE BANK (USA), N.A  
Original Creditor: CAPITAL ONE BANK (USA), N.A  
Telephone: 866-544-2755

Charge-Off Amount: \$444.24  
Interest\*: \$0.00  
Non-Interest Charges/Fees\*: \$0.00  
Payments Made\*: \$0.00  
Balance: \$444.24  
\*Amount listed accrued since charge-off

Initial Placement Notice

Dear RAFAEL A CAJIGAS,

Our client, CAPITAL ONE BANK (USA), N.A, has referred your account to us for collections. PLEASE READ CAREFULLY ALL OF THE IMPORTANT DISCLOSURES PROVIDED BELOW.

The amount of your debt is \$444.24. At this time, we would like to offer to resolve your account for 35% off the balance! That's a reduced payment amount of \$288.76. Upon receipt and clearance of your payment, we will immediately cease collection activity and will notify our client that you have paid your account.

If you can't pay the reduced amount within 40 days of receiving this notice, please call 866-544-2755 to discuss other options including a variety of payment plans. Please note that providing this reduced payment option does not affect or diminish your rights, including your right to dispute the validity of all or any portion of the debt and to request information about the original creditor.

We want to make this a positive experience and look forward to working with you.

Sincerely,

CURTIS STANLEY

AllianceOne Receivables Management, Inc.

AllianceOne has #Gone Green, visit [emailportal.allianceoneinc.com](mailto:emailportal.allianceoneinc.com) and sign up if you would like to begin receiving emailed notices or go to [www.aoiezipay.com](http://www.aoiezipay.com) to set up payments online!

IMPORTANT DISCLOSURES:

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This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, [www.wdfi.org](http://www.wdfi.org).

PMP-1755-A-0

✂ Detach Bottom Portion And Return With Payment ✂

S: 124952-L: 3696-O: CO4-DEF-3696-1705

To contact us regarding your account, call:  
866-544-2755



PO BOX 3004  
Dept. 114165 (2)  
PHOENIXVILLE PA 19460-0919



✉ Mail return address only; send no letters

Regarding: CAPITAL ONE BANK (USA), N.A		
Creditor Reference Number	Balance	Offer Amount
XXXXXXXXXXXX6405	\$444.24	\$288.76

You can pay online at [www.aoiezipay.com](http://www.aoiezipay.com).

✉ Please make check or money order payable to:

RAFAEL A CAJIGAS  
4215 S VERMONT CT APT 20  
SAINT FRANCIS WI 53235-5430

AllianceOne Receivables Management Inc  
PO Box 3111  
Southeastern, PA 19398-3111



# 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

Sally Czarnecki, et al.

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

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

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

### DEFENDANTS

Alliance One Receivables Management, Inc.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- |   |                            |                            |  |                            |                            |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |  | <b>PTF</b>                 | <b>DEF</b>                 |
| 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 <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <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	<b>LABOR</b> <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 <b>IMMIGRATION</b> <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

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

January 16, 2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example:

U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

SALLY CZARNECKI, et al.

Plaintiff(s)

v.

ALLIANCE ONE RECEIVABLES MANAGEMENT, INC.

Defendant(s)

Civil Action No. 18-cv-83

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALLIANCE ONE RECEIVABLES MANAGEMENT, INC.
c/o CT CORPORATION SYSTEM
8020 Excelsior Dr. Ste. 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.:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Alliance One Hit with Four Consumers' Multiple-Count FDCPA Suit](#)

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