

6. Defendant GC Services, Limited Partnership (“GCS”) is a foreign corporation with its principal place of business located at 6330 Gulfton, Houston, TX 77081.

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

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

FACTS

Collection Efforts Directed Towards Plaintiff Rachel Holmes

9. On or about February 14, 2017, GCS mailed a debt collection letter to Plaintiff Holmes regarding an alleged debt owed to “Citibank, N.A.” (“Citibank”). A copy of this letter is attached to this Complaint as Exhibit A.

10. Upon information and belief, the alleged debt referenced in Exhibit A is an alleged personal credit card account, used only for personal, family or household purposes.

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

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

13. Exhibit A contains the following settlement offer:

We’d like to speak to you about your tax refund and how it can help you take advantage of the following offer to settle your Citibank, N.A. account. If you pay 70% of the new balance, our client will consider your account settled.

If you’ve received your tax refund, this is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 800-457-2370 or mail us your payment for \$627.63. Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

14. Exhibit A states that payment "for the exact amount stated in this letter" must be received within 14 days of the date of Exhibit A in order to accept the offer. Exhibit A.

15. Just below that, however, Exhibit A states:

** As of the date of this letter, you owe \$896.62. Because of interest, late charges, and other charges that may vary from day to day, the amount owed on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

16. By stating that the settlement offer is for 70% of the balance, which balance is subject to change because of interest, late charges and other charges that may vary from day to day, Exhibit A implies that the amount of money necessary to settle the alleged debt changes and may not be the amount stated in the letter.

17. However, in reality, either the settlement offer is for the set, pre-determined amount of \$627.63 or it is not. It either varies or it does not.

18. Exhibit A contradicts itself and fails to state the terms of the settlement offer in a non-confusing manner. The amounts \$627.63 and \$896.62 are both "shown above" the language identified in Paragraph 16 of this complaint.

19. The unsophisticated consumer could not determine from Exhibit A if the settlement offer is for a set amount or a possibly variable amount.

20. 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.

21. The consumer could send a check for \$627.63 and would not know whether he had sent enough money to actually settle the account, due to the possibility that GCS or Citibank had added interest or other charges to the settlement amount.

22. 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 where a few remaining dollars or cents of interest prevent settlement, GCS could continue to collect the entire remaining balance of the alleged debt.

23. Exhibit A also contains the following language:

Citibank, N.A. may report a discharge of indebtedness if required by applicable tax law. This reporting may have tax consequences to you. Please contact your tax advisor if you have any questions.

24. In fact, it is apparent from Exhibit A that Citibank would not have to report any discharge of indebtedness to the Internal Revenue Service (“IRS”) arising from the settlement offer to Holmes.

25. Internal Revenue Code, 26 U.S.C. §6050P, and Treasury Regulations, 26 C.F.R. §1.6050P-1 requires reporting of certain discharges of indebtedness.

26. Reporting is not required:

a. Of the discharge of indebtedness that is interest or other non-principal amounts, 26 C.F.R. §§1.6050P-1(d)(2) and (3);

b. Of the discharge of principal not exceeding \$600.

27. The settlement offer in Exhibit A sought to settle Plaintiff Rachel Holmes' alleged balance of \$896.62 for a one-time payment of \$627.63. Accepting the offer and making that payment could possibly discharge only \$268.99.

28. Moreover, much of the alleged \$896.62 balance consists of interest and fees.

29. Even assuming the entire discharge of \$268.99 was principal, Citibank was not required to report it.

30. Upon information and belief, Citibank files an IRS Form 1099C as a general practice, whenever a consumer discharges more than \$600 pursuant to a settlement.

31. Upon information and belief, neither Northland nor Citibank take any steps to determine whether the IRS *actually* requires the creditor to file a 1099C in any particular consumer's circumstance.

32. Referring to "tax consequences" in a collection letter is intimidating and misleading. It suggests to the unsophisticated consumer that failure to pay the debt in full will give rise to problems with the IRS.

33. Exhibit A misleads the unsophisticated consumer by implying that:

- a. Unless the consumer pays the entire amount that the defendant alleges is owed on the alleged debt, the consumer could be reported to the IRS.
- b. Unless the consumer pays the entire amount the letter alleges is owed for the debt, the consumer is going to have to pay taxes on the unpaid balance.

34. Sometimes, issuing a 1099C when not required does, in fact, create problems with the IRS and state taxing authorities. Persons who do not report the discharged amount listed on a 1099C as income are at risk to receive a tax deficiency notice or a reduced refund.

35. Defendant voluntarily chose to give the tax advice found in Exhibit A. No law or regulation obligates defendants to include the statement complained of in collection letters.

36. Plaintiff Holmes was confused by Exhibit A.

37. Plaintiff Holmes had to spend time and money investigating Exhibit A, and the consequences of any potential responses to Exhibit A.

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

Collection Efforts Directed Towards Plaintiff Sharon Meyer

39. On or about August 4, 2016, GCS mailed a debt collection letter to Plaintiff Sharon Meyer regarding an alleged debt owed to "CHASE BANK USA, N.A." ("Chase Bank"). A copy of this letter is attached to this Complaint as Exhibit B.

40. Upon information and belief, the alleged debt referenced in Exhibit B is an alleged personal credit card account, used only for personal, family or household purposes.

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

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

43. Exhibit B contains the following settlement offer:

We'd like to let you know that our client, CHASE BANK USA, N.A., has authorized us to make you a settlement offer on your account. If you pay 41% of the total amount due, our client will consider your account settled.

This is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 866-391-0768 or mail us your payment of \$1,213.41. Please make your payment payable to "CHASE BANK USA, N.A." Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

44. Exhibit B states that Plaintiff Meyer could settle her alleged balance of \$2,959.54 by paying 41% of the total amount due. It further states, "If you wish to take advantage of this offer . . . mail us your payment of \$1,213.41. . . . Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days of the date of this letter or this particular offer will be null and void." Exhibit B.

45. On or about September 8, 2016, GCS mailed a debt collection letter to Plaintiff Sharon Meyer regarding an alleged debt owed to "CHASE BANK USA, N.A." ("Chase Bank"). A copy of this letter is attached to this Complaint as Exhibit C.

46. Exhibit C contains the following settlement offer, which is identical to the settlement offer made in Exhibit B:

We'd like to let you know that our client, CHASE BANK USA, N.A., has authorized us to make you a settlement offer on your account. If you pay 41% of the total amount due, our client will consider your account settled.

This is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 866-391-0768 or mail us your payment of \$1,213.41. Please make your payment payable to "CHASE BANK USA, N.A." Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

47. Exhibit C states that Plaintiff Meyer could settle her alleged balance of \$2,959.54 by paying 41% of the total amount due. It further states, "If you wish to take advantage of this offer . . . mail us your payment of \$1,213.41. . . . Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days of the date of this letter or this particular offer will be null and void." Exhibit C.

48. Upon information and belief, the terms of Plaintiff Sharon Meyer's credit arrangement authorized Chase Bank to charge interest against Meyer's account while the account was in collections.

49. Upon information and belief, interest accrued between August 4, 2016 and September 8, 2016 and the total amount due Chase Bank on September 8, 2016 was greater than \$2,959.54.

50. Upon information and belief, payment of \$1,213.41 would not have been 41% of the total amount due Chase Bank at the time Exhibit C was mailed to Plaintiff.

51. In light of Exhibit B, the unsophisticated consumer would not have been able to determine from Exhibit C whether the settlement offer was for a set amount of \$1,213.41 or for the variable amount of "41% of the total amount due."

52. The consumer could send a check for \$1,213.41 and would not know whether she had sent enough money to actually settle the account, due to the possibility that GCS or Chase Bank had added interest or other charges to the settlement amount.

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

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

54. 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.”)

55. Upon information and belief, GCS’s second letter to Plaintiff Meyer (Exhibit C) fails to correctly state the amount of the debt on the date that the letter was sent to the consumer.

56. Moreover, 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 where a few remaining dollars or cents of interest prevent settlement, GCS or Chase Bank could continue to collect the entire remaining balance of the alleged debt.

57. Plaintiff Meyer was confused by Exhibits B and C.

58. Plaintiff Meyer had to spend time and money investigating Exhibits B and C, and the consequences of any potential responses to Exhibits B and C.

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

The FDCPA

60. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *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).

61. 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”).

62. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

63. 15 U.S.C. § 1692e(2)(a) specifically prohibits “The false representation of— the character, amount, or legal status of any debt.

64. 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.”

65. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

COUNT I – FDCPA

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

67. GCS's letter to Plaintiff Holmes provides a purported "settlement offer," but that offer is misleading, as the amount necessary to effectuate the settlement may be greater than the amount printed on the letter and is unspecified.

68. A consumer who mails a payment in the full amount of the "settlement amount" listed on the letter cannot determine whether he or she has sent enough money to actually settle the claim.

69. GCS's letter to Plaintiff Rachel Holmes (Exhibit A) encourages settlement payments to be short of the amount necessary for the creditor to agree to settle the alleged debt, allowing GCS or the creditor to continue collecting the remaining balance of the alleged debt, plus additional interest.

70. GCS's letter to Plaintiff Rachel Holmes also refers to tax consequences that do not apply to her.

71. By referring to "tax consequences," GCS's letter to Plaintiff Rachel Holmes is intimidating and misleading, suggesting to the unsophisticated consumer that failure to pay the debt in full will cause her debt discharge to be reported to the IRS and/or make her liable for taxes on any unpaid balance.

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

COUNT II – FDCPA

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

74. GCS's letters to Plaintiff Sharon Meyer (Exhibits B and C), sent approximately one month apart, provide purported "settlement offers" of "41% of the total amount due," or \$1,213.41.

75. The offers are misleading because, as a result of additional interest and fees, the balance of the Chase account increased between the dates that GCS mailed Exhibits B and C to Plaintiff.

76. At the time Plaintiff received Exhibit C, the representations therein that 41% of the balance equaled \$1,213.41 was false and misleading.

77. Exhibits B and C are ambiguous and confusing as to the amount necessary to effectuate the settlement. The amount necessary to settle may be greater than the amount printed on the letter and is unspecified.

78. A consumer who mails a payment in the full amount of the “settlement amount” listed on Exhibit C may not have sent enough money to actually settle the claim.

79. GCS’s letter to Plaintiff Sharon Meyer (Exhibit C) encourages settlement payments to be short of the amount necessary for the creditor to agree to settle the alleged debt, allowing GCS or the creditor to continue collecting the remaining balance of the alleged debt, plus additional interest.

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

CLASS ALLEGATIONS

81. Plaintiffs bring this action on behalf of two classes.

82. Class I consists of (a) all natural persons in the State of Wisconsin, (b) who were sent collection letters in the form represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes, (d) between July 12, 2016 and July 12, 2017, inclusive, (e) that was not returned by the postal service. Rachel Holmes is the designated representative for Class I.

83. Class I also includes a Subclass of (a) all natural persons in the State of Wisconsin, (b) who were sent collection letters in the form represented by Exhibit A to the

complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes, (d) and including a settlement offer that would forgive or cancel less than \$600.00, (e) between July 12, 2016 and July 12, 2017, inclusive, (f) that was not returned by the postal service. Rachel Holmes is the designated representative for this Subclass.

84. Class ("Class II") consists of (a) all natural persons in the State of Wisconsin, (b) who were sent collection letters in the form represented by Exhibits B and C to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes, (d) July 12, 2016 and July 12, 2017, inclusive, (e) that was not returned by the postal service. Plaintiff Sharon Meyer is the designated representative for Class II.

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

86. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A, B or C violate the FDCPA.

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

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

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

JURY DEMAND

90. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

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

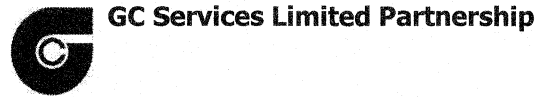
Dated: July 12, 2017

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Denise L. Morris (SBN 1097911)
3620 East Layton Avenue
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sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
dmorris@ademilaw.com

EXHIBIT A

CDGCSV70 057
PO Box 930824
Wixom MI 48393-0824
RETURN SERVICE REQUESTED



Please call: 800-457-2370
Calls may be monitored or recorded

February 14, 2017

CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

350729166
Rachel L Holmes
8666 S Chicago Rd Apt 16
Oak Creek WI 53154-3592

PO BOX 3855
HOUSTON TX 77253

YOU OWE: Citibank, N.A. CLIENT ACCOUNT NUMBER: ENDING 7532	GC NUMBER: [REDACTED] 0917 NEW BALANCE: \$896.62
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PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

February 14, 2017

File Number: [REDACTED] 9289
Client Account Number: **ENDING 7532**

RE: CITI MASTERCARD

Dear RACHEL L HOLMES,

We'd like to speak to you about your tax refund and how it can help you take advantage of the following offer to settle your Citibank, N.A. account. If you pay 70% of the new balance, our client will consider your account settled.

If you've received your tax refund, this is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 800-457-2370 or mail us your payment for \$627.63. Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

If you are making a payment, please send it along with the top portion of this notice to the post office box listed above, and, if paying by check, make your check payable to "Citibank, N.A."

Citibank, N.A. may report a discharge of indebtedness if required by applicable tax law. This reporting may have tax consequences to you. Please contact your tax advisor if you have any questions.

If you have any questions or wish to propose an alternative payment solution, please do not hesitate to contact us.

Sincerely,

Douglas Kemp
Account Representative

If you would prefer, you can make a payment on your account using a debit card by going to our website at iwant2.solvemydebt.com or calling us at 844-694-2082. Use the following number to identify yourself when prompted: [REDACTED]

** As of the date of this letter, you owe \$896.62. Because of interest, late charges, and other charges that may vary from day to day, the amount owed on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you.*

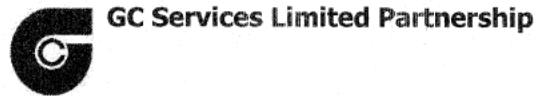
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.


NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

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


Exhibit B


CDGCSV70 051
PO Box 1022
Wixom MI 48393-1022
ADDRESS SERVICE REQUESTED



 **Please call: 866-391-0768**
Calls may be monitored or recorded

August 4, 2016

 CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

192301158

Sharon L Meyer
11528 W Coldspring Rd
Milwaukee WI 53228-2501

**PO BOX 1545
HOUSTON TX 77251**

YOU OWE: CHASE BANK USA, N.A. CLIENT ACCOUNT NUMBER: ENDING 2593	GC NUMBER: [REDACTED] 7167 BALANCE DUE: \$2,959.54
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PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

August 4, 2016

File Number: [REDACTED] 9203
Client Account Number: ENDING 2593

Dear SHARON L MEYER,

We'd like to let you know that our client, CHASE BANK USA, N.A., has authorized us to make you a settlement offer on your account. If you pay 41% of the total amount due, our client will consider your account settled.

This is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 866-391-0768 or mail us your payment of \$1,213.41. Please make your payment payable to "CHASE BANK USA, N.A." Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

If you have any questions or wish to propose an alternative payment solution, please do not hesitate to contact us.

Sincerely,

Sara Millon
Account Representative

If you would prefer, you can make a payment on your account using a debit card by going to our website at iwant2.solveydebt.com. Use the following number to identify yourself when prompted: [REDACTED]

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.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership – 6330 Gulfton, Houston, TX 77081

0172-31 CBU-BSL [REDACTED] [REDACTED]

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

Exhibit C

CDGCSV70 051
PO Box 1022
Wixom MI 48393-1022
ADDRESS SERVICE REQUESTED



Please call: 866-391-0768
Calls may be monitored or recorded

September 8, 2016

 CORRESPONDENCE AND PAYMENT MAILING ADDRESS:

219172732

Sharon L Meyer
11528 W Coldspring Rd
Milwaukee WI 53228-2501

**PO BOX 1545
HOUSTON TX 77251**

YOU OWE: **CHASE BANK USA, N.A.**
CLIENT ACCOUNT NUMBER: **ENDING 2593**

GC NUMBER: [REDACTED] **7167**
BALANCE DUE: **\$2,959.54**

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

September 8, 2016

File Number [REDACTED] 9203
Client Account Number: ENDING 2593

Dear SHARON L MEYER,

We'd like to let you know that our client, CHASE BANK USA, N.A., has authorized us to make you a settlement offer on your account. If you pay 41% of the total amount due, our client will consider your account settled.

This is an excellent opportunity to take care of your account. If you wish to take advantage of this offer, either call our office at 866-391-0768 or mail us your payment of \$1,213.41. Please make your payment payable to "CHASE BANK USA, N.A." Please note the payment must be for the exact amount stated in this letter and must be received no later than fourteen (14) days from the date of this letter or this particular offer will be null and void. Please understand our client is not obligated to renew this offer.

If we settle this debt with you for less than the full outstanding balance, Chase may offer you less favorable terms in the future for some Chase products or services, or may deny your application.

If you have any questions or wish to propose an alternative payment solution, please do not hesitate to contact us.

Sincerely,

Sara Millon
Account Representative

If you would prefer, you can make a payment on your account using a debit card by going to our website at iwant2.solvemydebt.com. Use the following number to identify yourself when prompted: [REDACTED]

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.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership – 6330 Gulfport, Houston, TX 77081

0172-31 CBU-BSL [REDACTED] 7167 [REDACTED]
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Wisconsin Residents: 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
RACHEL HOLMES and SHARON MEYER

(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
GC SERVICES LIMITED PARTNERSHIP

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

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 12, 2017 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

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

RACHEL HOLMES and SHARON MEYER

Plaintiff

v.

GC SERVICES LIMITED PARTNERSHIP

Defendant

Civil Action No. 17-cv-960

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GC SERVICES LIMITED PARTNERSHIP
c/o C T 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 received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-960

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons 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 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: [GC Services Accused of Sending Misleading Settlement Offers, IRS Threats](#)
