

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

MARGRET BRACE, PAT MERKOVICH,  
DOLORES MARTINEZ and JENNIFER  
GUERRIDO, Individually and on Behalf of All  
Others Similarly Situated,

Plaintiffs,

vs.

MIDLAND CREDIT MANAGEMENT, INC.,  
MIDLAND FUNDING, LLC,

Defendants.

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) Case No.: 18-cv-76

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

**INTRODUCTION**

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”).

**JURISDICTION**

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

**PARTIES**

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

4. Plaintiff Pat Merkovich is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Plaintiff Dolores Martinez is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

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

8. Defendant Midland Credit Management, Inc. (“MCM”) is a foreign corporation with its principal place of business located at 3111 Camino Del Rio North, Suite 103, San Diego, CA 92108.

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

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

11. Defendant Midland Funding, LLC (“Midland Funding”) is a Delaware corporation with its principal place of business located in California. The Wisconsin Department of Financial Institutions lists Midland Funding’s address as 3111 Camino Del Rio North, San Diego, CA 92108. Midland Funding’s actual address may be MCM’s address.

12. Midland Funding is engaged in the business of collecting debts, both owed to others and acquired after default, and incurred for personal, family or household purposes.

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

14. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of

which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added); *see Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 \*20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”).

15. The primary purpose of Midland Funding’s business, and Midland Funding’s principal purpose, is the collection of consumer debts.

16. Midland Funding’s website contains an “FAQ” webpage, which states:

### **Who is Midland Funding?**

Midland Funding LLC is one of the nation’s largest buyers of unpaid debt. For example, we may buy an unpaid credit card account. This happens when a company decides to sell the unpaid account rather than continue collection efforts. Midland Funding LLC purchases accounts with an unpaid balance when:

- An account has gone at least 180 days without making a payment, or
- Someone paid less than the minimum monthly payment for at least 180 days, and
- The original creditor wishes to sell the right to collect on the account balance.

<https://www.midlandfunding.com/faqs/>.

17. Together, MCM and Midland Funding are part of one of the largest debt buyer and debt collection outfits in the industry, with consumer debt portfolios in the hundreds of millions of dollars. The 2013 10-K filing for MCM and Midland Funding’s parent company, Encore Capital Group, Inc. (“Encore”), states that Encore has “one of the industry’s largest financially distressed consumer databases.” (Form 10-K, 12/31/13, p. 2).

18. According to Encore's 2013 Form 10-K, Encore *spent* more than \$525 million to purchase consumer credit card accounts in the U.S. As Midland paid less than 10 cents on the dollar, the face value of those accounts is in the tens of billions of dollars. Encore purchased similar amounts of U.S. consumer credit card accounts in 2012 and 2011.

19. Midland Funding's role, generally is to purchase and receive assignment of consumer debts that are in default at the time Midland Funding acquires them. Directly and indirectly through its affiliates, including Encore and MCM, Midland Funding uses instrumentalities of interstate commerce, including the mail, telephone, banking systems and wire transfers in its business of aggregating and collecting debts, primarily charged off consumer credit card debts. The primary purpose of debt buyers like Midland Funding is debt collection. *See, eg. Mitchell v. LVNV Funding, LLC*, No. 2:12-CV-523-TLS, 2017 U.S. Dist. LEXIS 206440 \*16 (N.D. Ind. Dec. 15, 2017) (“[t]here is no business purpose in purchasing charged off debts if the ultimate goal is not to collect them,’ and ... ‘[d]ebt buyers don't buy debts to use them as wallpaper, but to turn them into money’” (quoting Pl.’s Reply Br.)).

20. Midland Funding by itself and through its attorneys, also files thousands of collection lawsuits against consumers in state courts annually. Wisconsin Circuit Court Access (CCAP), for example, shows that Midland Funding filed 604 small claims lawsuits against Wisconsin consumers in the month of November 2017 alone. When Midland Funding obtains judgment in such actions, usually by default, it frequently seeks to garnish consumers' wages by contacting the consumers' employers.

21. Midland Funding is a debt collector as defined in 15 U.S.C. § 1692a. *Barbato*, 2017 U.S. Dist. LEXIS 172984; *Tepper v. Amos Fin., LLC*, 2017 U.S. Dist. LEXIS 127697 \*20-22.

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

## **FACTS**

### **Brace Letter**

23. Plaintiff Brace had a Comenity Bank credit card, which she used only for personal, family or household purposes, namely, purchases of household goods and services.

24. Prior to February 24, 2017, Brace’s Comenity Bank credit card account went into default.

25. Prior to February 24, 2017, and after the Comenity Bank credit card account was in default, Comenity Bank sold or otherwise assigned the ownership rights to the account to Midland Funding.

26. On or about February 24, 2017, MCM mailed a debt collection letter to Brace regarding the Comenity Bank credit card account. A copy of this letter is attached to this Complaint as Exhibit A.

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

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

29. Exhibit A was the first letter MCM sent to Brace regarding this alleged debt.

30. Exhibit A contains the following text:

Call (800) 939-2353 by  
04-10-2017 to  
Discuss Options

31. Exhibit A also states:

**LET US HELP YOU!** If the account goes to an attorney, our flexible options may no longer be available to you. There still is an opportunity to make arrangements with us. **We encourage you to call us: (800) 939-2353.**

32. The text in MCM's letter to Plaintiff is inconsistent with 15 U.S.C. §§ 1692g(a)(4), which states:

(a) **Notice of debt; contents**

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

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

(emphasis added).

33. The language reproduced in paragraphs 20-21, above, overshadows the FDCPA debt validation notice.

34. Exhibit A fails to clearly and unambiguously inform the unsophisticated consumer that, in order to invoke his or her right to require MCM to cease most collection activities until they provide verification of the debt, the consumer must make the request in writing. 15 U.S.C. § 1692g(a)(4). Instead, it tells the consumer to call MCM.

35. The practical effect of the demand to call MCM is to discourage consumers from disputing debts in writing.

36. An oral dispute does not trigger the FDCPA verification requirements, which includes a temporary suspension of collection efforts until verification is provided. 15 U.S.C. § 1692g(b).

37. MCM did not effectively convey to the consumers their rights under the FDCPA. *McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. 2003); *see also Desantis v. Computer Credit, Inc.*, 269 F.3d 159, 161 (2d Cir. 2001) (a “debt collector violates the Act if it fails to convey the information required by the Act.”).

38. The consumer is not required to rely upon the debt collector to voluntarily comply with the FDCPA. *McCabe*, 272 F. Supp. 2d at 738 (“However, Crawford misses the point of the protection found in § 1692g(a)(4). Although a debt collector *may* provide verification upon *oral* notification, the debt collector *must* provide verification upon *written* notification. If the debtor gives only *oral* notification of the dispute, the FDCPA imposes no requirement on the debt collector to obtain verification of the debt.”).

39. Failure to provide the correct validation notice within five days of the initial communication with Plaintiff and the class is a *per se* violation of the FDCPA. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 2016 U.S. App. LEXIS 6361 \*15-16 (7th Cir. Apr. 7, 2016) (“we have not extended the implicit materiality requirement of § 1692e to reach claims under § 1692g(a).”).

40. For purposes of Plaintiff’s claim under 15 U.S.C. §§ 1692e and 1692e(10), Defendants’ omission is a material violation of the FDCPA. A consumer who attempts to orally exercise verification rights or a request for the identity of the original creditor does not effectively invoke his or her rights under 15 U.S.C. § 1692g(b):

**(b) Disputed debts**

If the consumer notifies the debt collector *in writing* within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector *in writing* that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. 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.

(emphasis added).

41. MCM's statement that the consumer should call MCM overshadows the validation notice. 16 U.S.C. § 1692g.

**Merkovich Letter**

42. Plaintiff Merkovich had a Comenity Bank credit card, which she used only for personal, family or household purposes, namely, purchases of household goods and services.

43. Prior to March 31, 2017, Merkovich's Comenity Bank credit card account went into default.

44. Prior to March 31, 2017, and after the Comenity Bank credit card account was in default, Comenity Bank sold or otherwise assigned the ownership rights to the account to Midland Funding.

45. On or about March 31, 2017, MCM mailed a debt collection letter to Merkovich regarding an alleged debt, allegedly owed to "Comenity Capital Bank." ("Comenity"). A copy of this letter is attached to this complaint as Exhibit B.

46. Upon information and belief, the alleged debt that MCM was attempting to collect was a credit card account, used only for personal, family or household purposes.

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

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

49. Upon information and belief, Exhibit B is the first written communication that MCM sent to Merkovich regarding the alleged debt to which Exhibit B refers.

50. Exhibit B contains the following text:

Unless you notify MCM within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion hereof, MCM will assume this debt to be valid. If you notify MCM, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, MCM will obtain verification of the debt or a copy of a judgment (if there is a judgment) and MCM will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, MCM will provide you with the name and address of the original creditor.

51. 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.

52. Exhibit B also contains the following settlement offer:

**To welcome you to MCM, we'd like to offer you up to 10% savings by making a single payment of \$170.68 by 05-15-2017.**

53. Exhibit B is confusing to the unsophisticated consumer because it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement "deadline" fit together. *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997) ("In the typical case, the letter both demands payment within thirty days and explains

the consumer's right to demand verification within thirty days. These rights are not inconsistent, but by failing to explain how they fit together the letter confuses.”).

54. The unsophisticated consumer would have no idea how to both seek verification of the debt and preserve the settlement offer in Exhibit B.

55. 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).

56. 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.

57. 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.”)

58. The § 1692g 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.

59. The unsophisticated consumer would have no idea how to both seek verification of the debt and preserve the settlement offer in Exhibit B. 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.

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

61. Defendant did not include explanatory language in Exhibit B, *see, eg. Bartlett*, 128 F.3d 497, 501-02 (7th Cir. 1997).

62. 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 that a dispute will extend the settlement offer while the debt collector is in the process of complying with its obligation to verify the debt as well as temporarily suspend reporting to the three credit bureaus.

**Martinez Letter**

63. Plaintiff Martinez had a Comenity Bank credit card, which she used only for personal, family or household purposes, namely, purchases of household goods and services.

64. Prior to April 26, 2017, Martinez's Comenity Bank credit card account went into default.

65. Prior to April 26, 2017, and after the Comenity Bank credit card account was in default, Comenity Bank sold or otherwise assigned the ownership rights to the account to Midland Funding.

66. On or about April 26, 2017, MCM mailed a debt collection letter to Martinez regarding an alleged debt, allegedly owed to “Comenity Bank.” (“Comenity”). A copy of this letter is attached to this complaint as Exhibit C.

67. Upon information and belief, the alleged debt that MCM was attempting to collect was a credit card account, used only for personal, family or household purposes.

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

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

70. Upon information and belief, Exhibit C is the first written communication that MCM sent to Martinez regarding the alleged debt to which Exhibit C refers.

71. Exhibit C contains the following text:

Welcome! On 03-31-2017, your Comenity Bank/Boston Store account was sold to Midland Funding LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. (“MCM”), a debt collection company, will be collecting on, and servicing your account, on behalf of Midland Funding LLC.

72. Exhibit C represents that Midland Funding acquired Martinez’s account on March 31, 2017.

73. MCM’s representation of the sale date is inconsistent with Comenity’s representation that it had sold the debt to Midland Funding on or before March 28, 2017. A copy of Comenity’s letter referencing the sale is attached as Exhibit D.

74. The misrepresentation of the date of assignment of a debt is a material misrepresentation. The unsophisticated consumer could mistakenly make payments to the wrong entity.

75. It is not clear from Exhibits C and D to whom the consumer should pay. Payment to the wrong party may not satisfy the alleged debt owed to the correct creditor, who would be within its rights to continue collection efforts or even file a lawsuit to collect the debt.

76. In addition, the consumer may be barred from recovering a payment to the incorrect party by the voluntary payment doctrine. Even if the voluntary payment doctrine does not apply or would not be enforced, the logistical challenge of obtaining a refund would discourage consumers from attempting to recover their erroneous payment.

77. The unsophisticated consumer would be confused as to the legal status of the debt.

#### **Guerrido Letters**

78. Plaintiff Guerrido had a Citibank credit card, which she used only for personal, family or household purposes, namely, purchases of household goods and services. The last four digits of the Citibank account were “4056.”

79. Prior to January 26, 2017, Guerrido’s Citibank credit card account went into default.

80. Prior to January 26, 2017, and after the Citibank credit card account was in default, Citibank sold or otherwise assigned the ownership rights to the account to Midland Funding.

81. On or about January 26, 2017, MCM mailed a debt collection letter to Guerrido regarding the account formerly owed to Citibank. A copy of this letter is attached to this complaint as Exhibit E.

82. Upon information and belief, the alleged debt that MCM was attempting to collect was a credit card account, used only for personal, family or household purposes.

83. Upon information and belief, Exhibit E is a form letter, generated by computer, and with the information specific to Guerrido inserted by computer.

84. Upon information and belief, Exhibit E is a form debt collection letter used by MCM to attempt to collect alleged debts.

85. Upon information and belief, Exhibit E is the first written communication that MCM sent to Guerrido regarding the alleged debt to which Exhibit E refers, i.e. the former Citibank account ending in 4056.

86. Exhibit E represents the balance of the debt to be \$958.45.

87. Exhibit E contains the following text:

**Benefits of Paying Your Debt**

**– Save \$95.84 if you pay by 02-25-2017 –**

**– Put this debt behind you –**

**– No more communication on this account –**

**– Peace of mind –**

88. On or about May 31, 2017, MCM mailed another debt collection letter to Guerrido. A copy of this letter is attached to this complaint as Exhibit F.

89. Exhibit F sought to collect the same regarding an alleged debt – the former Citibank account ending in 4056.

90. Upon information and belief, Exhibit F is a form letter, generated by computer, and with the information specific to Guerrido inserted by computer.

91. Upon information and belief, Exhibit F is a form debt collection letter used by MCM to attempt to collect alleged debts.

92. Exhibit F represents the balance of the debt to be \$958.45.

93. Exhibit F contains the following text:

### Benefits of Paying Your Debt

- Save \$95.85 if you pay by 06-30-2017 –
- Put this debt behind you –
- No more communication on this account –
- Peace of mind –

94. Exhibits E and F are confusing to the unsophisticated consumer.

95. The unsophisticated consumer would not understand why the “save” amount in Exhibits E and F would be different. The “save” amount is represented to be a percentage of the balance, and the balance is the same on both letters.

96. It is unclear what amount MCM is actually asking the consumer to pay.

97. Plaintiffs were confused by Exhibits A-F.

98. The unsophisticated consumer would be confused by Exhibits A-F.

99. 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).

100. 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”).

101. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

102. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

### **COUNT I – FDCPA**

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

104. Count I is brought on behalf of Plaintiff Brace.

105. Exhibit A fails to inform the consumer that, in order to invoke his or her right to obtain verification of the debt, the consumer must make the request in writing. 15 U.S.C. § 1692g(a)(4).

106. Defendants violated 15 U.S.C. §§ 1692g, 1692g(a), 1692g(b) and 1692e(10).

### **COUNT II – FDCPA**

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

108. Count II is brought on behalf of Plaintiff Merkovich.

109. The settlement offer in Exhibit B conflicts with and overshadows the debt validation notice, in that it demands a payment within the validation period or shortly thereafter, but does not explain how the validation notice and settlement “deadline” fit together. 15 U.S.C. § 1692g; *Bartlett*, 128 F.3d at 500.

110. Exhibit B is confusing, deceptive, and/or misleading to the unsophisticated consumer.

111. 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.

112. 15 U.S.C. § 1692e provides, in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt."

113. 15 U.S.C. § 1692e(10) prohibits: "The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

114. Defendants violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692g.

**COUNT III – FDCPA**

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

116. Count III is brought on behalf of Plaintiff Martinez.

117. The inconsistent dates of assignment are confusing to the unsophisticated consumer, who would not know the identity of the account's owner on and between the dates in question.

118. Defendants misrepresented the legal status of the debt.

119. Defendants violated 15 U.S.C. §§ 1692e(2)(a).

**COUNT IV – FDCPA**

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

121. Count IV is brought on behalf of Plaintiff Guerrido.

122. Exhibits E and F misrepresent the amount the consumer would “save” by MCM’s settlement offer. The letters state two different amounts, despite the balances being equal and MCM not adding interest to the account.

123. Defendants misrepresented the amount of the debt.

124. Defendants violated 15 U.S.C. §§ 1692e(2)(a).

### **CLASS ALLEGATIONS**

125. Plaintiffs bring this action on behalf of four classes.

126. Class One consists of (a) all natural persons in the State of Wisconsin, (b) who were sent an initial collection letter 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 January 16, 2017 and January 16, 2018, inclusive, (e) that was not returned by the postal service. Plaintiff Brace is the designated representative of Class One.

127. Class Two consists of (a) all natural persons in the State of Wisconsin, (b) who were sent an initial collection letter in the form represented by Exhibit B to the complaint in this action, (c) seeking to collect a debt, incurred 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. Plaintiff Brace is the designated representative of Class Two.

128. Class Three consists of (a) all natural persons in the State of Wisconsin, (b) who were sent an initial collection letter in the form represented by Exhibit C to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes, (d) which letter stated that the creditor had sold the consumer’s account to Midland Funding on a date after the actual assignment, (e) between January 16, 2017 and January 16, 2018, inclusive,

(f) that was not returned by the postal service. Plaintiff Martinez is the designated representative of Class Three.

129. Class Four consists of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form represented by Exhibit E to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family or household purposes, (d) and who were sent another collection letter in the form represented by Exhibit F to the complaint in this action, (e) and where the “Save” amount is different between the letters, despite the balance remaining the same, (f) between January 16, 2017 and January 16, 2018, inclusive, (g) that was not returned by the postal service. Plaintiff Guerrido is the designated representative of Class Four.

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

131. 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 Exhibits A-B violate the FDCPA.

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

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

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

### **JURY DEMAND**

135. Plaintiffs hereby demand a trial by jury.

**PRAYER FOR RELIEF**

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

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

Dated: January 16, 2018

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)  
Jesse Fruchter (SBN 1097673)  
Ben J. Slatky (SBN 1106892)  
3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
jblythin@ademilaw.com  
meldridge@ademilaw.com  
jfruchter@ademilaw.com  
bslatky@ademilaw.com

# **EXHIBIT A**

# NOTICE OF NEW OWNERSHIP AND PRE-LEGAL REVIEW

02-24-2017

**mcm** Midland Credit  
Management, Inc.

2365 Northside Drive Suite 300  
San Diego, CA 92108

Margret M Brace  
8330 S Newbury Dr AP  
Oak Creek, WI 53154

P9T92 010



## Account Details

Original Creditor	Comenity Bank
Original Account Number	██████████9010
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████5665
Current Owner	Midland Funding LLC
Current Balance	\$2,000.84

Call (800) 939-2353 by  
04-10-2017 to  
Discuss Options

## Please Call

Get rid of this debt and get on  
with your life.

This account may be  
forwarded to an attorney in  
your state.

Once your account is paid:

- Collection calls will stop  
on this account
- Collection letters will stop  
on this account

Reply By  
04-10-2017

Call (800) 939-2353

Sun-Th: 5am-9pm PT;  
Fri-Sat: 5am-4:30pm PT;

[midlandcreditonline.com](http://midlandcreditonline.com)

RE Comenity Bank Avenue

Dear Margret,

Welcome! On 01-30-2017, your Comenity Bank/Avenue account was sold to Midland Funding LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on, and servicing your account, on behalf of Midland Funding LLC.

Midland Credit Management, Inc. is considering forwarding this account to an attorney in your state for possible litigation. However, such forwarding will not occur until after the expiration of the validation period described on the back of this letter. Upon receipt of this notice, please call to discuss your options.

If we don't hear from you or receive payment by 04-10-2017, we may proceed with forwarding this account to an attorney.

In addition to the validation rights described on the back of this letter, here are some possible options:

- Pay your full balance of \$2,000.84
- Call us to see how to qualify for discounts and payment plans.

**LET US HELP YOU!** If the account goes to an attorney, our flexible options may no longer be available to you. There still is an opportunity to make arrangements with us. **We encourage you to call us: (800) 939-2353.**

Sincerely,

*Tim Bolin*

Tim Bolin, Division Manager

We are not obligated to renew any offers provided.



(800) 939-2353



[midlandcreditonline.com](http://midlandcreditonline.com)



Midland Credit Management, Inc  
P.O. Box 60578  
Los Angeles, CA 90060-0578

Case 2:18-cv-00076-DEJ Filed 01/16/18 Page 2 of 3 Document 1-1

**PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION**

## Important Disclosure Information:

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Calls to and/or from this company may be monitored or recorded.

### Basic Information

Original Creditor	Comenity Bank	Current Creditor	Midland Funding LLC
Original Account Number	██████████9010	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	01-22-2017	MCM Account Number	██████████5665

### Important Contact Information

<u>Send Payments to:</u> Midland Credit Management, Inc P.O. Box 60578 Los Angeles, CA 90060-0578	<u>Send disputes or an instrument tendered as full satisfaction of a debt to:</u> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (800) 939-2353	<u>Physical Payments for Colorado Residents:</u> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the Comenity Bank account purchased by Midland Funding LLC, reflect that you are obligated on this account, which is in default. As the owner of this account, but subject to the rights described below, Midland Funding LLC is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

Unless you notify MCM within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, MCM will assume this debt to be valid. If you notify MCM, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, MCM will obtain verification of the debt or a copy of a judgment (if there is a judgment) and MCM will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, MCM will provide you with the name and address of the original creditor.

If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within thirty (30) days after receiving this notice, you still have the remainder of the thirty (30) days to exercise the rights described above.

**We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law:**

You are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

**IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or <http://www.ftc.gov>.

Nonprofit credit counseling services may be available in the area.

**IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU:** **NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

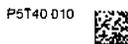
# Exhibit B

Welcome. Your account has a new home.

**mcm** Midland Credit Management, Inc.  
2365 Northside Drive, Suite 300  
San Diego, CA 92108

-31-2017

Pat Merkovich  
249 N Chicago Ave AP  
South Milwaukee, WI 53172



### Account Transfer Details

Original Creditor	Comenity Capital Bank
Original Account Number	██████████ 7583
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████ 5972
Current Owner	Midland Funding LLC
Current Balance	\$189.65

Save up to 10%  
(855) 977-1969

RE Comenity Capital Bank Hsn

### Account at a Glance

**Current Balance**  
\$189.65

Save up to 10%

Flexible Payment Options  
Available

Receive Personalized Service

Reply by  
05-15-2017  
Call (855) 977-1969

Sun-Th: 5am-9pm PT;  
Fri-Sat: 5am-4:30pm PT;

midlandcreditonline.com

Dear Pat,

Welcome! On 02-28-2017, your Comenity Capital Bank/Hsn account was sold to Midland Funding LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on, and servicing your account, on behalf of Midland Funding LLC.

To welcome you to MCM, we'd like to offer you up to 10% savings by making a single payment of \$170.68 by 05-15-2017.

- MCM is a different kind of debt collector. Here is what to expect:
- A dedicated Account Manager will be assigned to your account
  - We will reach out to you by phone and mail over the months to come.
  - Useful tools and resources online at midlandcreditonline.com



MCM, a partner you can trust.

We value your experience and understand that managing debt can be a difficult process!

That is why we set standards for how you are to be treated while working with us. Visit [www.midlandcreditonline.com](http://www.midlandcreditonline.com) to learn about our Consumer Bill of Rights or call (855) 977-1969 to experience the difference for yourself.

Sincerely,

*Tim Bolin*

Tim Bolin, Division Manager

P.S. Any discounts or repayment options do not alter your validation rights as described on the reverse side.

We are not obligated to renew any offers provided.

(855) 977-1969

[midlandcreditonline.com](http://midlandcreditonline.com)

Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number ██████████ 5972  
Current Balance \$189.65

Total Enclosed \$

**Manage Your Account Online**  
[midlandcreditonline.com](http://midlandcreditonline.com)

**Important Payment Information**

**Make checks payable to:**  
Midland Credit Management  
Enter your MCM Account # on all payments

**(855) 977-1969**

Mail Payments to:  
Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

se habla español  
(855) 977-1969

**Important Disclosure Information:**

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Calls to and/or from this company may be monitored or recorded.

Original Creditor	Comenity Capital Bank	Current Creditor	Midland Funding LLC
Original Account Number	██████████7583	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	11-11-2015	MCM Account Number	██████████972

Send Payments to: Midland Credit Management, Inc P.O. Box 60578 Los Angeles, CA 90060-0578	<u>Send disputes or an instrument tendered as full satisfaction of a debt to:</u> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (855) 977-1969	<u>Physical Payments for Colorado Residents:</u> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the Comenity Capital Bank account purchased by Midland Funding LLC, reflect that you are obligated on this account, which is in default. As the owner of this account, but subject to the rights described below, Midland Funding LLC is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

Unless you notify MCM within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, MCM will assume this debt to be valid. If you notify MCM, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, MCM will obtain verification of the debt or a copy of a judgment (if there is a judgment) and MCM will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, MCM will provide you with the name and address of the original creditor.

If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within thirty (30) days after receiving this notice, you still have the remainder of the thirty (30) days to exercise the rights described above.

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law:

You are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

**IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or <http://www.ftc.gov>.

Nonprofit credit counseling services may be available in the area.

**IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU:** **NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

# Exhibit C

Welcome. Your account has a new home.

**mcm** Midland Credit Management, Inc.  
2365 Northside Drive, Suite 300  
San Diego, CA 92108

04-26-2017

**Account Transfer Details**

Original Creditor	Comenity Bank
Original Account Number	██████████ 8730
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████ 9570
Current Owner	Midland Funding LLC
Current Balance	\$624.71

Dolores A Martinez  
700 W Layton Ave  
Milwaukee, WI 53221-2454

P13T197 010



Flexible Payment Options Available  
(855) 977-1969

**Account at a Glance**

Current Balance  
\$624.71

Flexible Payment Options  
Available

Receive Personalized Service

Reply by  
06-10-2017  
Call (855) 977-1969

Sun-Th: 5am-9pm PT;  
Fri-Sat: 5am-4:30pm PT;

midlandcreditonline.com

RE Comenity Bank Boston Store

Dear Dolores,

Welcome! On 03-31-2017, your Comenity Bank/Boston Store account was sold to Midland Funding LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on, and servicing your account, on behalf of Midland Funding LLC.

To welcome you to MCM, we'd like to offer you an opportunity to discuss flexible payment options to resolve this account.

MCM is a different kind of debt collector. Here is what to expect:

- A dedicated Account Manager will be assigned to your account
- We will reach out to you by phone and mail over the months to come.
- Useful tools and resources online at midlandcreditonline.com



MCM, a partner you can trust.

We value your experience and understand that managing debt can be a difficult process!

That is why we set standards for how you are to be treated while working with us. Visit [www.midlandcreditonline.com](http://www.midlandcreditonline.com) to learn about our Consumer Bill of Rights or call (855) 977-1969 to experience the difference for yourself.

Sincerely,

*Tim Bolin*

Tim Bolin, Division Manager

P.S. Any discounts or repayment options do not alter your validation rights as described on the reverse side.

We are not obligated to renew any offers provided.



(855) 977-1969



midlandcreditonline.com



Midland Credit Management, Inc  
P.O. Box 60578  
Los Angeles, CA 90060-0578

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number ██████████ 9570  
Current Balance \$624.71

Total Enclosed

\$



Manage Your Account Online  
midlandcreditonline.com

**Important Payment Information**

Make checks payable to:  
Midland Credit Management

Enter your MCM Account # on all payments

**(855) 977-1969**

se habla español  
(855) 983-6352

Mail Payments to:  
Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

**Important Disclosure Information:**

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Calls to and/or from this company may be monitored or recorded

**Basic Information**

Original Creditor	Comenity Bank	Current Creditor	Midland Funding LLC
Original Account Number	██████████ 8730	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	02-15-2017	MCM Account Number	██████████ 9570

**Important Contact Information**

<b>Send Payments to:</b> Midland Credit Management, Inc P.O. Box 60578 Los Angeles, CA 90060-0578	<b>Send disputes or an instrument tendered as full satisfaction of a debt to:</b> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (855) 977-1969	<b>Physical Payments for Colorado Residents:</b> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the Comenity Bank account purchased by Midland Funding LLC, reflect that you are obligated on this account, which is in default. As the owner of this account, but subject to the rights described below, Midland Funding LLC is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

Unless you notify MCM within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, MCM will assume this debt to be valid. If you notify MCM, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, MCM will obtain verification of the debt or a copy of a judgment (if there is a judgment) and MCM will mail you a copy of such verification or judgment. If you request, in writing, within thirty (30) days after receiving this notice, MCM will provide you with the name and address of the original creditor.

If an attorney represents you with regard to this debt, please refer this letter to your attorney. Likewise, if you are involved in an active bankruptcy case, or if this debt has been discharged in a bankruptcy case, please refer this letter to your bankruptcy attorney so that we may be notified.

Please remember, even if you make a payment within thirty (30) days after receiving this notice, you still have the remainder of the thirty (30) days to exercise the rights described above.

If your payment method is a credit or debit card, it may be processed through our international card processor. Although our policy is to not charge consumers fees based upon their payment method, your card issuer may elect to do so due to the location of the card processor. If an international transaction fee has been charged by your card issuer, that fee is eligible for reimbursement. You may contact your Account Manager to modify your payment method to avoid these charges in the future and for information to initiate your reimbursement.

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law:

You are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

**IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or <http://www.ftc.gov>.

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU:** **NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

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**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

Nonprofit credit counseling services may be available in the area.

**IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

# Exhibit D



03/28/2017



DOLORES MARTINEZ  
700 W LAYTON AVE LOT C11  
MILWAUKEE WI 53221-2470

Account Ending In: 8730

Current Balance: \$624.71  
Account Ending In: 8730

Dear DOLORES MARTINEZ,

As of Feb 15, 2017, your Boston Store account, which was issued by and owned by Comenity Bank (Comenity), was closed and charged-off. Please refer to your final statement for the charge-off amount. We have sold the account to Midland Funding, LLC.

As the new owner of the account, Midland Funding, LLC is entitled to pursue the collection activities and other legal remedies to collect the unpaid balances on your charged-off account, now due to Midland Funding, LLC. All future communications regarding this account will be initiated by Midland Funding, LLC and/or their collection servicers.

All future questions, correspondence and outstanding payments associated with this account should be directed to:

Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578  
1-800-265-8825  
[www.midlandcreditonline.com](http://www.midlandcreditonline.com)

Sincerely,

Recovery Department

**IMPORTANT NOTICE: THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**



# Exhibit E

Midland Credit Management, Inc. (MCM), is the debt collection company, which will be collecting on, and servicing your account.

05-31-2017

Jennie Guerrero  
2140 S 59th St  
Milwaukee, WI 53219-1549

P20T621 001



Original Creditor	Citibank, N.A.
Original Account Number	██████████ 4056
MCM Account Number	██████████ 5332
Current Balance	\$958.45
Current Owner	Midland Funding LLC
Discount	10% OFF

RE Citibank, N.A. Best Buy

Dear Jennie Guerrero,

**CALL US TODAY! (877) 231-8886**

**AVAILABLE PAYMENT OPTIONS**

- Option 1** 10% OFF
- Option 2** 5% OFF Over 6 Months
- Option 3** **Monthly Payments As Low As: \$50 per month**  
Call today to discuss your options and get more details.

**Benefits of Paying Your Debt**

- Save \$95.85 if you pay by 06-30-2017 -
- Put this debt behind you -
- No more communication on this account -
- Peace of mind -

**Hours of Operation**  
Sun-Th: 5am-9pm PT;  
Fri-Sat: 5am-4:30pm PT;

Sincerely,  
*Tim Bolin*  
Tim Bolin, Division Manager

We are not obligated to renew any offers provided.



**(877) 231-8886**



**midlandcreditonline.com**



Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

**PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION**

MCM Account Number ██████████ 5332  
Current Balance \$958.45

Total Enclosed \$

Mail Payments to:  
Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

**Manage Your Account Online**  
midlandcreditonline.com

**Important Payment Information**

**Make checks payable to:**  
Midland Credit Management  
Enter your MCM Account # on all payments

**(877) 231-8886**

se habla espanol  
(888) 422-5178

██████████ 5332 ██████████

B466 M001

**Important Disclosure Information:**

Please understand this is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

To report any inaccuracies or to dispute this debt, please call (877) 231-8886  
Calls to and/or from this company may be monitored or recorded.

**Basic Information**

Original Creditor	Citibank, N.A.	MCM Account Number	5332
Original Account Number	4056	Charge-Off Date	05-20-2016
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

**Important Contact Information**

<b>Send Payments to:</b> Midland Credit Management, Inc. P.O. Box 60578 Los Angeles, CA 90060-0578	<b>For disputes call (877) 231-8886 or write to:</b> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108	<b>Physical Payments for Colorado Residents:</b> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
---	---	---

If your payment method is a credit or debit card, it may be processed through our international card processor. Although our policy is to not charge consumers fees based upon their payment method, your card issuer may elect to do so due to the location of the card processor. If an international transaction fee has been charged by your card issuer, that fee is eligible for reimbursement. You may contact your Account Manager to modify your payment method to avoid these charges in the future and for information to initiate your reimbursement.

**We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law:**

You are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

PRODA

# EXHIBIT F



Midland Credit Management, Inc.  
2365 Northside Drive  
Suite 300  
San Diego, CA 92108

Call: (877) 231-8886

Offer Expiration Date: 06-30-2017

Midland Credit Management, Inc. (MCM), is the debt collection company, which will be collecting on, and servicing your account.

05-31-2017

Jennie Guerrero  
2140 S 59th St  
Milwaukee, WI 53219-1549

P20T621 001



Original Creditor	Citibank, N.A.
Original Account Number	██████████056
MCM Account Number	██████████332
Current Balance	\$958.45
Current Owner	Midland Funding LLC
Discount	10% OFF

RE Citibank, N.A. Best Buy

Dear Jennie Guerrero,

CALL US TODAY! (877) 231-8886

AVAILABLE PAYMENT OPTIONS

<b>Option 1</b>	<b>10% OFF</b>
<b>Option 2</b>	<b>5% OFF</b> Over 6 Months
<b>Option 3</b>	<b>Monthly Payments As Low As: \$50 per month</b> Call today to discuss your options and get more details.

Benefits of Paying Your Debt

- Save \$95.85 if you pay by 06-30-2017 -
- Put this debt behind you -
- No more communication on this account -
- Peace of mind -

Hours of Operation  
Sun-Th: 5am-9pm PT;  
Fri-Sat: 5am-4:30pm PT;

Sincerely,

*Tim Bolin*

Tim Bolin, Division Manager

We are not obligated to renew any offers provided.



**(877) 231-8886**



**midlandcreditonline.com**



Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number: 8571275332  
Current Balance: \$958.45

Total Enclosed

\$           



**Manage Your Account Online**  
midlandcreditonline.com

**Important Payment Information**

Make checks payable to:  
Midland Credit Management  
Enter your MCM Account # on all payments

(877) 231-8886

se habla espanol  
(888) 422-5178

Mail Payments to:  
Midland Credit Management, Inc.  
P.O. Box 60578  
Los Angeles, CA 90060-0578

██████████ 5332 ██████████

B466 M001

**Important Disclosure Information:**

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To report any inaccuracies or to dispute this debt, please call (877) 231-8886  
Calls to and/or from this company may be monitored or recorded.

Original Creditor	Citibank, N.A.	MCM Account Number	██████████ 3332
Original Account Number	██████████ 4056	Charge-Off Date	05-20-2016
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.
<u>Send Payments to:</u> Midland Credit Management, Inc. P.O. Box 60578 Los Angeles, CA 90060-0578	<u>For disputes call (877) 231-8886 or write to:</u> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108	<u>Physical Payments for Colorado Residents:</u> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763	

If your payment method is a credit or debit card, it may be processed through our international card processor. Although our policy is to not charge consumers fees based upon their payment method, your card issuer may elect to do so due to the location of the card processor. If an international transaction fee has been charged by your card issuer, that fee is eligible for reimbursement. You may contact your Account Manager to modify your payment method to avoid these charges in the future and for information to initiate your reimbursement.

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**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

PRODA

# 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

Margret Brace, 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

Midland Credit Management, Inc., et al.

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

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- |   |                            |                            |  |                            |                            |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
|   | <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	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 495 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<b>IMMIGRATION</b>		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

### 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/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING JEP \_\_\_\_\_ 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

MARGARET BRACE, et al.

Plaintiff(s)

v.

MIDLAND CREDIT MANAGEMENT, INC., et al.

Defendant(s)

Civil Action No. 18-cv-76

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MIDLAND CREDIT MANAGEMENT, INC.
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE
SUITE 400
MADISON, WI 53717

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

**PROOF OF SERVICE**

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

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

\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.

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

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_, a person of suitable age and discretion who resides there, on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_.

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

MARGARET BRACE, et al.

Plaintiff(s)

v.

MIDLAND CREDIT MANAGEMENT, INC., et al.

Defendant(s)

Civil Action No. 18-cv-76

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MIDLAND FUNDING LLC
c/o CORPORATION SERVICE COMPANY
8040 EXCELSIOR DRIVE
SUITE 400
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
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\_\_\_\_\_  
\_\_\_\_\_ 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: [Lawsuit: MCM Failed to Comply with Federal Debt Collection Law](#)

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