

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

HOWARD BRUCHHAUSER, ELIZABETH WOOD, WENDY UNTERSCHINE, and ROBERT FLEENOR, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 18-cv-1260
)	CLASS ACTION COMPLAINT
)	
Plaintiffs,)	Jury Trial Demanded
v.)	
)	
MIDLAND CREDIT MANAGEMENT, INC. and MIDLAND FUNDING, LLC,)	
)	
Defendants.)	

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 Plaintiffs pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Venue in this District is proper in that Defendants directed their collection efforts into the District.

PARTIES

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

4. Plaintiff Elizabeth Wood is also an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Plaintiff Wendy Unterschine is also an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

6. Plaintiff Robert Fleenor is also 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 him or 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 as well as Wis. Stat. § 427.103(3).

11. Defendant Midland Funding, LLC (“Midland Funding”) is a limited liability company with its principal place of business located at 3111 Camino Del Rio North, Suite 103, San Diego, CA 92108.

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

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); *Tepper v. Amos Fin., LLC*, No. 17-2851, 2018 U.S. App. LEXIS 21907 *14-17 (3d Cir. Aug. 7, 2018) (holding that a debt buyer is a “debt collector” under the FDCPA when its principal purpose is the collection of debts); *see also 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), *aff’d* 2018 U.S. App. LEXIS 21907 (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”); *Chenault v. Credit Corp Sols.*, 2017 U.S. Dist. LEXIS 197747, at *4-6 (E.D. Pa. Dec. 1, 2017); *Kurtzman v. Nationstar Mortg. LLC*, No. 16 17236, 2017 U.S. App. LEXIS 19750, at *6-7 (11th Cir. Oct. 10, 2017); *Skinner v. LVNV Funding LLC*, 2018 U.S. Dist. LEXIS 2812, at *7-8 (N.D. Ill. Jan 8, 2018); *Mitchell v. LVNV Funding LLC*, 2017 U.S. Dist. LEXIS 206440, at *7-12 (N.D. Ind. Dec. 15, 2017).

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. Midland Funding is 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 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 uses debt collectors, including MCM, to collect allegedly defaulted debts that have been assigned to Midland Funding. Midland Funding uses both ordinary collection methods such as mail and telephone communications, and also civil lawsuits, in its collection business.

21. Midland Funding by itself and through its attorneys, files thousands of collection lawsuits against consumers in state courts annually. Wisconsin Circuit Court Access (CCAP), for example, shows that Midland Funding filed 319 small claims lawsuits against Wisconsin consumers in the month of December 2017 alone, including one against the Plaintiff in this action. When Midland Funding obtains judgment in such actions, usually by default, it frequently seeks to garnish consumers’ wages by contacting the consumers’ employers.

22. 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.

23. 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 (such as MCM) 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

Facts Related to Plaintiff Bruchhauser

24. On or about January 26, 2018, MCM mailed a debt collection letter to Plaintiff Bruchhauser regarding an alleged debt owed to Midland Funding. A copy of this letter is attached to this Complaint as Exhibit A.

25. Exhibit A lists an “Original Creditor” as “Citibank, N.A.”

26. Upon information and belief, the alleged debt referenced in Exhibit A was incurred through the use of a credit card, used exclusively for personal, family, and household purposes.

27. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Plaintiff Bruchhauser 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. Upon information and belief, Exhibit A was the first written communication MCM sent to Plaintiff Bruchhauser regarding this alleged debt.

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

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.

31. Exhibit A additionally includes the following text:

Send disputes or an instrument tendered
as full satisfaction of a debt to:
Attn: Consumer Support Services
2365 Northside Drive Suite 300
San Diego, CA 92108
You may also call (855) 977-1969

32. The additional text in MCM's letter to Plaintiff Bruchhauser 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. By encouraging the consumer to call MCM with any disputes, Exhibit A overshadows the FDCPA debt validation notice.

Facts Related to Plaintiff Wood

34. On or about January 22, 2018, MCM mailed a substantially similar debt collection letter to Plaintiff Wood also regarding an alleged debt owed to Midland Funding. A copy of this letter is attached to this Complaint as Exhibit B.

35. Exhibit B lists an "Original Creditor" as "Capital One, N.A."

36. Upon information and belief, the alleged debt referenced in Exhibit B was incurred through the use of a credit card, used exclusively for personal, family, and household purposes.

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

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

39. Upon information and belief, Exhibit B was the first written communication MCM sent to Plaintiff Wood regarding this alleged debt.

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

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.

41. Exhibit B additionally contains the following text:

Send disputes or an instrument tendered
as full satisfaction of a debt to:
Attn: Consumer Support Services
2365 Northside Drive Suite 300
San Diego, CA 92108
You may also call (866) 361-0420

42. The additional text in MCM's letter to Plaintiff Wood is inconsistent with 15 U.S.C. §§ 1692g(a)(4).

43. By encouraging the consumer to call MCM with any disputes, Exhibit B overshadows the FDCPA debt validation notice.

Facts Related to Plaintiff Untersshine

44. On or about March 28, 2018, MCM mailed a debt collection letter to Plaintiff Untersshine regarding an alleged debt owed to Midland Funding. A copy of this letter is attached to this Complaint as Exhibit C.

45. Exhibit C lists an “Original Creditor” as “Synchrony Bank”

46. Upon information and belief, the alleged debt referenced in Exhibit C was incurred through the use of a credit card, used exclusively for personal, family, and household purposes.

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

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

49. Upon information and belief, Exhibit C was the first written communication MCM sent to Plaintiff Brauchhauser regarding this alleged debt.

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

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.

51. Exhibit C additionally includes the following text:

**Send disputes or an instrument tendered
as full satisfaction of a debt to:**
Attn: Consumer Support Services
2365 Northside Drive Suite 300
San Diego, CA 92108
You may also call (800) 939-2353

52. The additional text in MCM's letter to Plaintiff Untersshine 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).

53. By encouraging the consumer to call MCM with any disputes, Exhibit C overshadows the FDCPA debt validation notice.

54. Additionally, on or about March 28, 2018, approximately two weeks after mailing Exhibit C, MCM mailed another debt collection letter to Plaintiff Untersshine regarding the same alleged debt owed to Midland Funding. A copy of this letter is attached to this Complaint as Exhibit D.

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

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

57. Similar to Exhibit C, Exhibit D includes the following text:

For disputes call (800) 939-2353 or write to:
Attn: Consumer Support Services
2365 Northside Drive
Suite 300
San Diego, CA 92108

58. By encouraging the consumer to call MCM with any disputes within the 30-day validation period, Exhibit D also overshadows the FDCPA debt validation notice included in Exhibit C.

Facts Related to Plaintiff Fleenor

59. On or about February 9, 2018, MCM mailed a debt collection letter to Plaintiff Fleenor also regarding an alleged debt owed to Midland Funding. A copy of this letter is attached to this Complaint as Exhibit E.

60. Exhibit E lists an “Original Creditor” as “Citibank, N.A.”

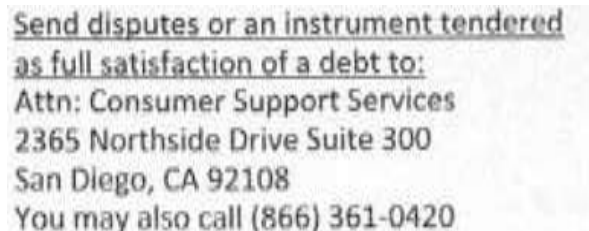
61. Upon information and belief, the alleged debt referenced in Exhibit E was incurred through the use of a credit card, used exclusively for personal, family, and household purposes.

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

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

64. Upon information and belief, Exhibit E was the sent within 30-days of receiving an initial written communication from MCM regarding the same alleged debt referenced therein.

65. Exhibit E additionally contains the following text:



Send disputes or an instrument tendered
as full satisfaction of a debt to:
Attn: Consumer Support Services
2365 Northside Drive Suite 300
San Diego, CA 92108
You may also call (866) 361-0420

66. The text in MCM’s letter to Plaintiff Fleenor is inconsistent with 15 U.S.C. §§ 1692g(a)(4).

67. By encouraging the consumer to call MCM with any disputes, Exhibit E overshadows the FDCPA debt validation notice.

FDCPA Violations

68. Exhibits A-E fail 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 “you may also call.”

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

70. 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).

71. To trigger verification rights, the debtor must provide the debt collector with written notification that there is a dispute. 15 U.S.C. § 1692g(a)(4); *see McCabe v. Crawford & Co.*, 272 F. Supp. 2d 736, 743 (N.D. Ill. July 8, 2003) (“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.”) (citing *Fasten v. Zager*, 49 F. Supp. 2d 144, 149 (E.D.N.Y. May 20, 1999)).

72. The instruction in Exhibits A-E that the consumer may submit disputes via telephone is false, deceptive, misleading, and confusing to the unsophisticated consumer because it contradicts, overshadows, and confuses the debt validation notice, and encourages the consumer to forego her verification rights by communicating disputes orally rather than in writing. *Macy v. GC Servs. Ltd. P'ship.*, Civil Action No. 3:15-cv-819-DJH, 2016 U.S. Dist.

LEXIS 134421 *14-15 (W.D. Ky. Sep. 29, 2016); *Bicking v. Law Offices of Rubenstein & Cogan*, 783 F. Supp. 2d 841, 844-45 (E.D. Va. 2011).

73. Congress adopted a specific FDCPA dispute procedure in 15 U.S.C. § 1692g “to eliminate the recurring problem of debt collectors dunning the wrong person or attempting to collect debts which the consumer has already paid.” *Majeski v. I.C. Sys.*, 2010 U.S. Dist. LEXIS 1830, at *22 n.6 (quoting *Swanson v. Southern Oregon Credit Serv., Inc.*, 869 F.2d 1222, 1225 (9th Cir. 1988)).

74. Exhibits A-E confusingly and misleadingly directs the consumer to notify PRA about disputes without informing the consumer that oral disputes do not trigger verification.

75. Courts throughout the country have found that a debt collector overshadows the debtor’s statutory validation rights by directing consumers to dispute their debts by telephone. *See Osborn v. Ekpsz, LLC*, 821 F.Supp.2d 859, 868, 870 (S.D. Tex. Sept. 26, 2011) (collecting cases and concluding that “[e]very district court to consider the issue has held that a debt collector violates §1692g(a) by failing to inform consumers that requests under subsections(a)(4) and (a)(5) must be made in writing.”); *McCabe*, 272 F. Supp. 2d at 743-44 (omitting the words “in writing” from the validation notice conflicted with and overshadowed the consumer’s statutory right to trigger verification); *Chandler v. Eichel*, 2017 U.S. Dist. LEXIS 156168, at *9 (S.D. Ind. Sept. 25, 2017); *Crafton v. Law Firm of Levine*, 957 F. Supp. 2d 992, 998 (E.D. Wis. July 9, 2013); *Bicking*, 783 F. Supp. 2d at 845 (E.D. Va. May 5, 2011); *Welker v. Law Office of Daniel J. Horowitz*, 699 F. Supp. 2d 1164, 1170 (S.D. Cal. 2010); *Beasley v. Sessoms & Rogers, P.A.*, 2010 U.S. Dist. LEXIS 52010 (E.D. N.C. Mar. 1, 2010); *Nero v. Law Office of Sam Streeter, P.L.L.C.*, 655 F.Supp.2d 200, 206 (E.D.N.Y. Sept. 10, 2009); *Chan v. N. Am. Collectors, Inc.*, 2006 U.S. Dist. LEXIS 13353, at *16 (N.D. Cal. Mar. 24, 2006); *Grief v.*

Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, 217 F.Supp.2d 336, 340 (E.D.N.Y. Aug. 19, 2002); *Carroll v. United Compucred Collections*, 2002 U.S. Dist. LEXIS 25032, at *28 (M.D. Tenn. Nov. 15 2002); *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 726 (D. Conn. Oct. 2, 1990); *Caprio v. Healthcare Revenue Recovery Group, LLC*, 709 F.3d 142, 151-152 (3d Cir. 2013); *Rhoades v. West Virginia Credit Bureau Reporting Servs.*, 96 F. Supp. 2d 528, (S.D. W. Va. May 10, 2000); *O’Chaney v. Shapiro & Kreisman, LLC*, U.S. Dist. LEXIS 5116, at *12-13 (Mar. 25, 2004); *Flowers v. Accelerated Bureau of Collections*, 1997 U.S. Dist. LEXIS 3354, at *18-19 (N.D. Ill. Mar. 13, 1997).

76. Furthermore, the overshadowing effect is compounded by Exhibit D, because the letter does not reference the debtor’s validation rights or explain the effect of disputing the debt orally or in writing. *Velazquez v. Fair Collections & Outsourcing, Inc.*, 2013 U.S. Dist. LEXIS 124895, at *17-22 (“the absence of a reprinted validation notice or reference to the debtor’s right to request validation, combined with the specific text of a second letter, can create impermissible overshadowing or contradiction.”); *Laniado v. Certified Credit & Collection Bureau*, 705 Fed. Appx. 87 (3d Cir. 2017) (“Given the substance and form of the second letter, we conclude that it did overshadow and contradict the notice. In fact, the first letter appears to represent the functional equivalent of a validation notice set forth on the reverse side of a single letter. Just as the debt collector in *Caprio* set forth the ‘please call’ language on the front of the letter and ‘relegated’ the ‘required Validation Notice’ to ‘the back side of the Collection Letter,’ Certified Credit included ‘PLEASE CALL’ language in a letter mailed ten days before the expiration of the validation period—while ‘relegating’ the legally mandated validation notice to a letter it had sent to Laniado more than three weeks earlier. Unlike its counterpart in *Caprio* (which included an instruction in all capital letters directing *Caprio* to see the reverse side for important

information), the March 5, 2014 letter did not even mention or otherwise refer to the February 13, 2014 letter. Given the circumstances, it is certainly conceivable that the least sophisticated debtor wishing to dispute the debt could follow the apparent instruction set forth in a mailing received shortly before the deadline and make an ineffective toll-free phone call to do so.”) (internal citations omitted); *see also, e.g., Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, LLC*, 214 F.3d 872, 875 (7th Cir. 2000) (“to authorize debt collectors to comply orally would be just an invitation to the sort of fraudulent and coercive tactics in debt collection that the Act aimed (rightly or wrongly) to put an end to.”).

77. 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.”).

78. 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.”).

79. 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).”).

80. 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).

81. MCM's statement that the consumer call with disputes about an alleged debt overshadows the validation notice. 16 U.S.C. § 1692g.

82. Plaintiffs were confused, misled, and deceived by Exhibits A-E.

83. The unsophisticated consumer would be confused, misled, and deceived by Exhibits A-E.

84. 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).

85. 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”).

86. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

87. 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.”

88. 15 U.S.C. § 1692g(b), among other things, provides: “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.”

COUNT I – FDCPA

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

90. By encouraging consumers to call MCM with any disputes, Exhibits A-E fail to inform the consumer that, in order to invoke his or her right to obtain verification of the debt under 15 U.S.C. § 1692g(a)(4), the consumer must make the request in writing.

91. Exhibits A-E seeks to collect a debt on behalf of Midland Funding.

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

CLASS ALLEGATIONS

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

94. Class I (the “Wisconsin Class”) consists of (a) all natural persons in the State of Wisconsin, (b) who were sent a collection letter in the form represented by Exhibits A-E to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or household purposes (d) between August 14, 2017 and August 14, 2018, inclusive (e) that was not returned by the postal service.

95. Class II (the “Milwaukee County Class”) consists of (a) all natural persons in Milwaukee County, (b) who were sent a collection letter in the form represented by Exhibits A-E to the complaint in this action, (c) seeking to collect a debt, incurred for personal, family, or

household purposes (d) between August 14, 2017 and August 14, 2018, inclusive (e) that was not returned by the postal service.

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

97. 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-F violate the FDCPA.

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

99. 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.

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

JURY DEMAND

101. 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: August 14, 2018

ADEMI & O'REILLY, LLP

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

EXHIBIT A

Welcome. Your account has a new home.

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

01-26-2018

Account Transfer Details

Original Creditor	Citibank, N.A.
Original Account Number	██████████077
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████7429
Current Owner	Midland Funding LLC
Current Balance	\$379.66

Howard Bruchsauser
2415 Nicholson Ave Apt 510-5
South Milwaukee, WI 53172-2341

P16T373 010



Save up to 10%
(855) 977-1969

Account at a Glance

Current Balance
\$379.66

Save up to 10%

Flexible Payment Options
Available

Receive Personalized Service

Reply by

03-12-2018

Call (855) 977-1969

Sun-Th: 5am-9pm PT;

Fri-Sat: 5am-4:30pm PT;

midlandcreditonline.com

RE Citibank, N.A. Shell Consumer

Dear Howard,

Welcome! On 12-29-2017, your Citibank, N.A./Shell Consumer 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 \$341.69 by 03-12-2018.

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 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
Current Balance

██████████7429
\$379.66

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

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

Midland Credit Management
(855) 983-6352

010132077204

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	Citibank, N.A.	Current Creditor	Midland Funding LLC
Original Account Number	██████████1077	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	06-25-2017	MCM Account Number	██████████429

Important Contact Information

Send Payments to: Midland Credit Management, Inc P.O. Box 60578 Los Angeles, CA 90060-0578	Send disputes or an instrument tendered as full satisfaction of a debt to: Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (855) 977-1969	Physical Payments for Colorado Residents: 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the Citibank, N.A. 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.

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.

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

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU: PLEASE SEE INSERT FOR IMPORTANT DISCLOSURE INFORMATION.

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

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE 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 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 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 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.
Midland Credit Management, Inc. P.O. Box 13105
Roanoke, VA 24031-3105

01-22-2018

Elizabeth A Wood
3201 S Lake Dr Apt 105
Saint Francis, WI 53235-3701

P16T372 012



Account Transfer Details

Original Creditor	Capital One, N.A.
Original Account Number	██████████ 7218
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████ 6988
Current Owner	Midland Funding LLC
Current Balance	\$1,951.85

Flexible Payment Options Available
(866) 361-0420

Account at a Glance

Current Balance
\$1,951.85

Flexible Payment Options
Available

Receive Personalized Service

Reply by
03-08-2018

Call (866) 361-0420
Mon-Fri: 11am-7:30pm ET;

midlandcreditonline.com

RE Capital One, N.A.

Dear Elizabeth,

Welcome! On 12-21-2017, your Capital One, N.A. 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 to learn about our Consumer Bill of Rights or call (866) 361-0420 to experience the difference for yourself.

Sincerely,

Nick Sondri

Nick Sondri, Assistant Vice President

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.



(866) 361-0420



midlandcreditonline.com



Midland Credit Management, Inc
P.O. Box 2000
Warren, MI 48090-2000

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number
Current Balance

██████████ 6988
\$1,951.85

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

(866) 361-0420

Mail Payments to:
Midland Credit Management, Inc
P.O. Box 2000
Warren, MI 48090-2000

As habla español
(855) 983-6352

0101720202558

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	Capital One, N.A.	Current Creditor	Midland Funding LLC
Original Account Number	██████████7218	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	11-25-2017	MCM Account Number	██████████6988

Important Contact Information

Send Payments to: Midland Credit Management, Inc P.O. Box 2000 Warren, MI 48090-2000	Send disputes or an instrument tendered as full satisfaction of a debt to: Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (866) 361-0420	Physical Payments for Colorado Residents: 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the Capital One, N.A. 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.

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.

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

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU: PLEASE SEE INSERT FOR IMPORTANT DISCLOSURE INFORMATION.

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

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE 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 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 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 TENNESSEE, THIS APPLIES TO YOU: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

Exhibit C

**NOTICE OF NEW OWNERSHIP
AND PRE-LEGAL REVIEW**

03-28-2018

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

Account Details

Original Creditor	Synchrony Bank
Original Account Number	██████████ 4316
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████ 1232
Current Owner	Midland Funding LLC
Current Balance	\$2,181.16

Wendy Unterschine
143 E Pine Hollow Ln
Oak Creek, WI 53154-7714



Call (800) 939-2353 by
05-12-2018 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
05-12-2018

Call (800) 939-2353
Sun-Th: 5am-9pm PT;
Fri-Sat: 5am-4:30pm PT;

midlandcreditonline.com

RE Synchrony Bank Walmart

Dear Wendy,

Welcome! On 02-26-2018, your Synchrony Bank/Walmart 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 05-12-2018, 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 \$2,181.16
- 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

0101222039813

We are not obligated to renew any offers provided.



(800) 939-2353



midlandcreditonline.com



Midland Credit Management, Inc
P.O. Box 51319
Los Angeles, CA 90051-5619

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number
Current Balance

██████████ 1232
\$2,181.16

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

(800) 939-2353

se habla español
(855) 983-6352

Mail Payments to:
Midland Credit Management, Inc
P.O. Box 51319
Los Angeles, CA 90051-5619

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	Synchrony Bank	Current Creditor	Midland Funding LLC
Original Account Number	██████████ 4316	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	01-15-2018	MCM Account Number	██████████ 1232
Important Contact Information			
<u>Send Payments to:</u> Midland Credit Management, Inc P.O. Box 51319 Los Angeles, CA 90051-5619	<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	

The records associated with the Synchrony 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.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU: PLEASE SEE INSERT FOR IMPORTANT DISCLOSURE INFORMATION.

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

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE 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 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 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 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

PRE-LEGAL NOTIFICATION



2365 Northside Drive Suite 300
San Diego, CA 92108

04-13-2018

00017525

Wendy Unterschire
143 E Pine Hollow Ln Apt
Oak Creek, WI 53154

001



Account Details

Original Creditor	Synchrony Bank
Original Account Number	██████████4316
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████1232
Current Owner	Midland Funding LLC
Current Balance	\$2,181.16

Call (800) 939-2353 by
05-12-2018 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 05-12-2018

Call (800) 939-2353

Sun-Th: 5am-9pm PT;

Fri-Sat: 5am-4:30pm PT;

MCMPay.com

RE Synchrony Bank Walmart

Dear Wendy,

Midland Credit Management, Inc. has made several attempts to contact you regarding this account. This letter is to inform you that we are considering forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call (800) 939-2353 to discuss your options.

If we don't hear from you or receive payment by 05-12-2018, we may proceed with forwarding this account to an attorney.

Some Possible Options:

- Pay your full balance of \$2,181.16
- 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.** This payment opportunity does not alter or amend your validation rights as described in our previous letter to you.

For your reference:

Your Account Number at Charge-off was ██████████4316. The Creditor at Charge-off was SYNCHRONY BANK. Charge-Off Balance \$2,181.16.

Sincerely,

Tim Bolin

Tim Bolin, Division Manager

You may request the following information by writing us at 2365 Northside Drive Suite 300, San Diego, CA 92108 and the same will be provided to you at no cost within 30 days of receipt of your written request: 1) An account statement or complete transactional history, as applicable, reflecting your name, the last four digits of the account number at the time of charge-off, and the charge-off balance and/or claimed balance, excluding any post charge off payments; 2) A listing of all prior owners of this account and transfer information; 3) Documentation evidencing the transfer of ownership of the account to Midland Funding; 4) An account statement or complete transactional history reflecting purchase, payment or other actual use of the account or a signed document reflecting the opening of the account at issue; 5) an explanation of how any amount we are seeking to collect in excess of charge-off was calculated; and 6) if applicable, the terms and conditions applicable to the account.

0101402017525

We are not obligated to renew any offers provided.



(800) 939-2353



MCMPay.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

██████████1232

Current Balance

\$2,181.16

Total Enclosed

\$.



Manage Your Account Online

MCMPay.com

Important Payment Information

Make checks payable to:

Midland Credit Management

Enter your MCM Account # on all payments

(800) 939-2353

se habla espanol

(877) 265-3899

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.

To report any inaccuracies or to dispute this debt, please call (800) 939-2353
Calls to and/or from this company may be monitored or recorded.

Basic Information

Original Creditor	Synchrony Bank	MCM Account Number	██████1232
Original Account Number	██████4316	Charge-Off Date	01-15-2018
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

Important Contact Information

<u>Send Payments to:</u> Midland Credit Management, Inc. P.O. Box 60578 Los Angeles, CA 90060-0578	<u>For disputes call (800) 939-2353 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
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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 additional rights. This list does not contain a complete list of the rights consumers have under applicable law:

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 E

PRE-LEGAL NOTIFICATION

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

02-09-2018

Account Details

Original Creditor	Citibank, N.A.
Original Account Number	██████████9552
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	██████████1681
Current Owner	Midland Funding LLC
Current Balance	\$3,179.24

Robert G Fleenor
5820A S Pennsylvania Ave Apt A
Cudahy, WI 53110-2457

P3T82 001



Call (800) 939-2353 by
02-24-2018 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
02-24-2018

Call (800) 939-2353
Sun-Th: 5am-9pm PT;
Fri-Sat: 5am-4:30pm PT;

midlandcreditonline.com

RE Citibank, N.A. The Home Depot Consumer

Dear Robert,

Midland Credit Management, Inc. has made several attempts to contact you regarding this account. This letter is to inform you that we are considering forwarding this account to an attorney in your state for possible litigation. Upon receipt of this notice, please call (800) 939-2353 to discuss your options.

If we don't hear from you or receive payment by 02-24-2018, we may proceed with forwarding this account to an attorney.

Some Possible Options:

- Pay your full balance of \$3,179.24
- 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.**

For your reference:

Your Account Number at Charge-off was ██████████9552. The Creditor at Charge-off was CITIBANK, N.A.. Charge-Off Balance \$3,179.24.

Sincerely,

Tim Bolin

Tim Bolin, Division Manager

You may request the following information by writing us at 2365 Northside Drive Suite 300, San Diego, CA 92108 and the same will be provided to you at no cost within 30 days of receipt of your written request: 1) An account statement or complete transactional history, as applicable, reflecting your name, the last four digits of the account number at the time of charge-off, and the charge-off balance and/or claimed balance, excluding any past charge off payments; 2) A listing of all prior owners of this account and transfer information; 3) Documentation evidencing the transfer of ownership of the account to Midland Funding; 4) An account statement or complete transactional history reflecting purchase, payment or other actual use of the account or a signed document reflecting the opening of the account at issue; 5) an explanation of how any amount we are seeking to collect in excess of charge-off was calculated; and 6) if applicable, the terms and conditions applicable to the account.

We are not obligated to renew any offers provided.



(800) 939-2353



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
Current Balance

8578121681
\$3,179.24

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

(800) 939-2353

se habla español
(877) 265-3899

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

0101802020459

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 (800) 939-2353
Calls to and/or from this company may be monitored or recorded.

Basic Information

Original Creditor	Citibank, N.A.	MCM Account Number	██████████1681
Original Account Number	██████████9552	Charge-Off Date	09-12-2017
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

Important Contact Information

<u>Send Payments to:</u> Midland Credit Management, Inc. P.O. Box 60578 Los Angeles, CA 90060-0578	<u>For disputes call (800) 939-2353 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
---	---	---

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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.

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

HOWARD BRUCHHAUSER, 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)

- | | | | | | |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| | 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"/> 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	PROPERTY RIGHTS	<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	SOCIAL SECURITY	<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	LABOR	<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	<input type="checkbox"/> 370 Other Fraud	<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"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 510 Motions to Vacate Sentence	<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	Habeas Corpus:	<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"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 540 Mandamus & Other	<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"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 555 Prison Condition			

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
August 14, 2018

SIGNATURE OF ATTORNEY OF RECORD
/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ 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

HOWARD BRUCHHAUSER, ELIZABETH WOOD,
WENDY UNTERSCHINE, and ROBERT FLEENOR

Plaintiff(s)

v.

Civil Action No. 18-cv-1260

MIDLAND CREDIT MANAGEMENT, INC.
and MIDLAND FUNDLING, LLC

Defendant(s)

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

HOWARD BRUCHHAUSER, ELIZABETH WOOD,
WENDY UNTERSCHINE, and ROBERT FLEENOR

Plaintiff(s)

v.

Civil Action No. 18-cv-1260

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and MIDLAND FUNDLING, LLC

Defendant(s)

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

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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: [MCM, Midland Funding Sent Wisconsin Consumers Non-FDCPA-Compliant Letters, Lawsuit Alleges](#)
