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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA  
Fresno Division**

Virginia Dionisio, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

-against-  
Midland Credit Management, Inc.,  
Midland Funding, LLC  
and John Does 1-25,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT** for  
violations of the Fair Debt Collection  
Practices Act, 15 U.S.C. § 1692 *et seq.*

**DEMAND FOR JURY TRIAL**

Plaintiff Virginia Dionisio (hereinafter, "Plaintiff"), a California resident, brings this Class Action Complaint by and through her attorney, Jonathan Stieglitz, Esq. against Defendant Midland Credit Management, Inc. (hereinafter "Defendant Midland Credit") and Midland Funding, LLC (hereinafter "Defendant Midland Funding"), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

**INTRODUCTION/PRELIMINARY STATEMENT**

1. Congress enacted the Fair Debt Collection Practices Act (the “FDCPA”) in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. §1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws...[we]re inadequate to protect consumers,” and that “the effective collection of debts’ does not require ‘misrepresentation or other abusive debt collection practices.’” 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to “insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.” *Id.* § 1692(e). “After determining that the existing consumer protection laws were inadequate.” *Id.* § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

**JURISDICTION AND VENUE**

1           3.     The Court has jurisdiction over this class action pursuant to 15 U.S.C.  
2     § 1692 et. seq. and 28 U.S.C. § 2201. The Court has pendent jurisdiction over  
3     the State law claims in this action pursuant to 28 U.S.C. § 1367(a).  
4

5           4.     Venue is proper in this judicial district pursuant to 28 U.S.C.  
6     § 1391(b)(2) as this is where a substantial part of the events or omissions giving  
7     rise to this claim occurred.  
8

9                                   **NATURE OF THE ACTION**

10           5.     Plaintiff brings this class action on behalf of a class of California  
11     consumers under §1692 et seq. of Title 15 of the United States Code, commonly  
12     referred to as the Fair Debt Collections Practices Act ("FDCPA"), and  
13

14           6.     Plaintiff is seeking damages and declaratory relief.  
15  
16

17                                   **PARTIES**

18           7.     Plaintiff is a resident of the State of California, County of Kern, with  
19     an address of 1789 Camino Primavera, Bakersfield, CA.  
20  
21

22           8.     Defendant Midland Credit is a "debt collector" as the phrase is defined  
23     in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at 3111  
24     Camino Del Rio North Ste 103, San Diego, CA 92108 and may be served with  
25     process upon the Corporation Service Company (doing business in California as  
26  
27  
28

1 CSC-Lawyers Incorporating Service), its registered agent for service of process,  
2 at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833.

3  
4 8. Upon information and belief, Defendant Midland Credit is a company  
5 that uses the mail, telephone, and facsimile and regularly engages in business the  
6 principal purpose of which is to attempt to collect debts alleged to be due  
7 another.  
8

9 9. Defendant Midland Funding is a "debt collector" as the phrase is  
10 defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address at  
11 3111 Camino Del Rio North Ste 103, San Diego, CA 92108 and may be served  
12 with process upon the Corporation Service Company (doing business in  
13 California as CSC-Lawyers Incorporating Service), its registered agent for  
14 service of process, at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA  
15 95833.  
16  
17

18 10. Upon information and belief, Defendant Midland Funding is a  
19 company that uses the mail, telephone, and facsimile and regularly engages in  
20 business the principal purpose of which is to attempt to collect debts alleged to  
21 be due another.  
22

23 11. John Does 1-25, are fictitious names of individuals and businesses  
24 alleged for the purpose of substituting names of Defendants whose identities  
25 will be disclosed in discovery and should be made parties to this action.  
26  
27  
28

**CLASS ALLEGATIONS**

12. Plaintiff brings this claim on behalf of the following case, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

13. The Class consists of:

- a. all individuals with addresses in the State of California;
- b. to whom Defendant Midland Credit sent a collection letter attempting to collect a consumer debt;
- c. on behalf of Defendant Midland Funding;
- d. containing multi payment settlement offers;
- e. without disclosing that if a partial payment is made along with written acknowledgement, it will restart the statute of limitations and;
- f. using language implying that the Defendant has voluntarily chosen not to sue the consumer;
- g. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

14. The identities of all class members are readily ascertainable from the records of Defendants and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

1           15. Excluded from the Plaintiff Class are the Defendants and all officer,  
2 members, partners, managers, directors and employees of the Defendants and  
3 their respective immediate families, and legal counsel for all parties to this  
4 action, and all members of their immediate families.

6           16. There are questions of law and fact common to the Plaintiff Class,  
7 which common issues predominate over any issues involving only individual  
8 class members. The principal issue is whether the Defendants' written  
9 communications to consumers, in the forms attached as Exhibit A, violate 15  
10 U.S.C. §§ 1692e and 1692f.

13           17. The Plaintiff's claims are typical of the class members, as all are based  
14 upon the same facts and legal theories. The Plaintiff will fairly and adequately  
15 protect the interests of the Plaintiff Class defined in this complaint. The Plaintiff  
16 has retained counsel with experience in handling consumer lawsuits, complex  
17 legal issues, and class actions, and neither the Plaintiff nor her attorneys have  
18 any interests, which might cause them not to vigorously pursue this action.

21           18. This action has been brought, and may properly be maintained, as a  
22 class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil  
23 Procedure because there is a well-defined community interest in the litigation:

- 25           a. **Numerosity:** The Plaintiff is informed and believes, and on that  
26 basis alleges, that the Plaintiff Class defined above is so numerous  
27 that joinder of all members would be impractical.  
28

- 1                   b. **Common Questions Predominate:** Common questions of law and  
2                   fact exist as to all members of the Plaintiff Class and those  
3                   questions predominance over any questions or issues involving  
4                   only individual class members. The principal issue is whether the  
5                   Defendants' written communications to consumers, in the forms  
6                   attached as Exhibit A violate 15 USC §1692e and 1692f.  
7  
8  
9                   c. **Typicality:** The Plaintiff's claims are typical of the claims of the  
10                  class members. The Plaintiffs and all members of the Plaintiff Class  
11                  have claims arising out of the Defendants' common uniform course  
12                  of conduct complained of herein.  
13  
14                 d. **Adequacy:** The Plaintiff will fairly and adequately protect the  
15                  interests of the class members insofar as Plaintiff have no interests  
16                  that are adverse to the absent class members. The Plaintiff is  
17                  committed to vigorously litigating this matter. Plaintiff has also  
18                  retained counsel experienced in handling consumer lawsuits,  
19                  complex legal issues, and class actions. Neither the Plaintiff nor her  
20                  counsel have any interests which might cause them not to  
21                  vigorously pursue the instant class action lawsuit.  
22  
23  
24  
25                 e. **Superiority:** A class action is superior to the other available means  
26                  for the fair and efficient adjudication of this controversy because  
27                  individual joinder of all members would be impracticable. Class  
28

1 action treatment will permit a large number of similarly situated  
2 persons to prosecute their common claims in a single forum  
3 efficiently and without unnecessary duplication of effort and  
4 expense that individual actions would engender.  
5

6 19. Certification of a class under Rule 23(b)(3) of the Federal Rules of  
7 Civil Procedure is also appropriate in that the questions of law and fact common  
8 to members of the Plaintiff Class predominate over any questions affecting an  
9 individual member, and a class action is superior to other available methods for  
10 the fair and efficient adjudication of the controversy.  
11

12 20. Depending on the outcome of further investigation and discovery,  
13 Plaintiff may, at the time of class certification motion, seek to certify a class(es)  
14 only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).  
15  
16

17  
18 **FACTUAL ALLEGATIONS**

19 21. Plaintiff repeats, reiterates and incorporates the allegations contained  
20 in paragraphs numbered above herein with the same force and effect as if the  
21 same were set forth at length herein.  
22

23 22. Some time prior to February 15, 2018, an obligation was allegedly  
24 incurred to Capital One Bank (USA) N.A. by Plaintiff.  
25  
26  
27  
28

1           23. The Capital One Bank (USA) N.A. obligation arose out of transactions  
2 in which money, property, insurance or services were the subject of the  
3 transactions.  
4

5           24. The alleged Capital One Bank (USA) N.A. obligation is a “debt” as  
6 defined by 15 U.S.C. §1692a(5).  
7

8           25. Capital One Bank (USA) N.A. is a “creditor” as defined by 15 U.S.C.  
9 §1692a(4).  
10

11           26. Defendant Midland Funding purportedly purchased the alleged Capital  
12 One Bank (USA) N.A. debt.

13           27. Defendant Midland Credit, contracted with the Defendant Midland  
14 Funding to collect the alleged debt.  
15

16           28. Defendants collect and attempt to collect debts incurred or alleged to  
17 have been incurred for personal, family or household purposes on behalf of  
18 creditors using the United States Postal Services, telephone and internet.  
19

20  
21                           *Violation I – February 15, 2018 Collection Letter*  
22

23           29. On or about February 15, 2018, Defendant Midland Credit sent  
24 Plaintiff a collection letter (the “Letter”) regarding the alleged debt currently  
25 owed to Defendant. **See Exhibit A.**

26           30. The letter states:  
27  
28

1 “The law limits how long you can be sued on a debt and how long a  
2 debt can appear on your credit report. Due to the age of this debt, we  
3 will not sue you for it or report payment or non-payment of it to a  
4 credit bureau.”  
5

6 31. The Defendant fails to inform the consumer that making a payment  
7 along with a written acknowledgement will restart the statute of limitations for a  
8 lawsuit to occur.  
9

10 32. The letter contains multiple settlement offers that stretch over a period  
11 of time.  
12

13 33. However, the letter fails to inform the consumer of the true  
14 ramifications of making a payment with a written acknowledgement.  
15

16 34. The Defendants’ omission could likely lead to the Plaintiff making a  
17 partial payment with a written acknowledgement and thereby unknowingly  
18 cause her to restart the statute of limitations.  
19

20 35. In addition, the letter’s language of “we will not sue you” implies that  
21 the Defendant has chosen not to sue, rather than the correct statement that the  
22 Defendant and any subsequent creditor is currently barred by law from filing a  
23 suit.  
24

25 36. The letter could mislead the Plaintiff to assume that the time-barred  
26 debt is legally enforceable and is within the Defendant’s discretion whether to  
27  
28

1 sue or not, and more so that another collector could in fact choose to sue the  
2 Plaintiff.

3  
4 37. As a result of Defendants' deceptive, misleading and unfair debt  
5 collection practices, Plaintiff has been damaged  
6

7  
8 **COUNT I**  
9 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15**  
10 **U.S.C. §1692e *et seq.***

11 38. Plaintiff repeats, reiterates and incorporates the allegations contained  
12 in paragraphs above herein with the same force and effect as if the same were  
13 set forth at length herein.

14 39. Defendants' debt collection efforts attempted and/or directed towards  
15 the Plaintiff violated various provisions of the FDCPA, including but not limited  
16 to 15 U.S.C. §1692e.

17  
18 40. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false,  
19 deceptive, or misleading representation or means in connection with the  
20 collection of any debt.  
21

22 41. Defendants violated said section

23 a. by omitting material information creating a false and misleading  
24 representation of the status of the debt and the ramifications of making a  
25 payment in violation of §1692e(10); and  
26  
27  
28

1           b.     by falsely representing the character, amount or legal status of  
2     the debt in violation of §1692e(2)(A);

3  
4     43.    By reason thereof, Defendants are liable to Plaintiff for judgment that  
5     Defendants' conduct violated Section 1692e et seq. of the FDCPA, actual  
6     damages, statutory damages, costs and attorney's fees.  
7

8  
9                                   **COUNT II**  
10          **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15**  
                                  **U.S.C. §1692f et seq.**

11          42.   Plaintiff repeats, reiterates and incorporates the allegations contained  
12     in paragraphs above herein with the same force and effect as if the same were  
13     set forth at length herein.  
14

15          43.   Defendants' debt collection efforts attempted and/or directed towards  
16     the Plaintiff violated various provisions of the FDCPA, including but not limited  
17     to 15 U.S.C. § 1692f.  
18

19          44.   Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair  
20     or unconscionable means in connection with the collection of any debt.  
21

22          45.   Defendants violated this section by omitting material information that  
23     gave Plaintiff a false understanding of the proper legal status of the debt and the  
24     ramifications of specific actions.  
25  
26  
27  
28

1           46. By reason thereof, Defendants are liable to Plaintiff for judgment that  
2 Defendants' conduct violated Section 1692f et seq. of the FDCPA, actual  
3 damages, statutory damages, costs and attorneys' fees.  
4

5  
6  
7                           **DEMAND FOR TRIAL BY JURY**

8           47. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff  
9 hereby requests a trial by jury on all issues so triable.  
10

11                           **PRAYER FOR RELIEF**

12       **WHEREFORE**, Plaintiff Virginia Dionisio, individually and on behalf of all  
13 others similarly situated, demands judgment from Defendants Midland Credit  
14 Management, Inc. and Midland Funding, LLC and as follows:  
15

16  
17  
18           1. Declaring that this action is properly maintainable as a Class Action  
19 and certifying Plaintiff as Class representative, and Jonathan Stieglitz, Esq. as  
20 Class Counsel;  
21

22           2. Awarding Plaintiff and the Class statutory damages;  
23

24           3. Awarding Plaintiff and the Class actual damages;  
25

26           4. Awarding Plaintiff costs of this Action, including reasonable  
27 attorneys' fees and expenses;  
28

          5. Awarding pre-judgment interest and post-judgment interest; and

1           6.     Awarding Plaintiff and the Class such other and further relief as this  
2     Court may deem just and proper.  
3

4  
5  
6     Dated: February 7, 2019

Respectfully Submitted,

7  
8           THE LAW OFFICES OF  
9           JONATHAN A. STIEGLITZ

10           By:     /s/ Jonathan A Stieglitz  
11                     Jonathan A Stieglitz  
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# EXHIBIT A



Midland Credit  
Management, Inc.

2365 Northside Drive  
Suite 300  
San Diego, CA 92108

Call: (800) 321-3809

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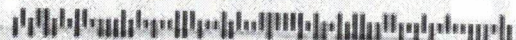
Midland Credit Management, Inc. (MCM), is the debt collection company, which will be collecting on, and servicing your account.

02-15-2018

Virginia A Dionisio

1009 Camino Primavera

San Jose, CA 95128-4100



*[Handwritten signature]*

RE Capital One Bank (USA), N.A.

Dear Virginia A Dionisio,

Original Creditor
Capital One Bank (USA), N.A.
Original Account Number
1005253020000
MCM Account Number
1539526017
Current Balance
\$1,422.94
Current Owner
Midland Funding LLC
Discount
40% OFF

**CALL US TODAY! (800) 321-3809**

### AVAILABLE PAYMENT OPTIONS

Option

**1**

**40% OFF**

Option

**2**

**20% 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 \$569.18 if you pay by 03-16-2018 -
- 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

The law limits how long you can be sued on a debt and how long a debt can appear on your credit report. Due to the age of this debt, we will not sue you for it or report payment or non-payment of it to a credit bureau.

**Important Disclosure Information:**

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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) 321-3809  
Calls to and/or from this company may be monitored or recorded.

**Basic Information**

Original Creditor	Capital One Bank (USA), N.A.	MCM Account Number	[REDACTED]
Original Account Number	[REDACTED]	Charge-Off Date	04-06-2009
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 (800) 321-3809 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
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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.

## CIVIL COVER SHEET

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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 NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Virginia Dionisio, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff **Kern**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
**THE LAW OFFICES OF JONATHAN A. STIEGLITZ**  
11845 W. Olympic Blvd., Suite 750, Los Angeles, California 90064  
(323) 979-2063

**DEFENDANTS**

Midland Credit Management, Inc.,  
Midland Funding, LLC  
and John Does 1-25

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

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

Attorneys (If Known)

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

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 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 or 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 and 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)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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 - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**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:  
**Improper Language in a letter**

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

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

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

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

(See instructions):

JUDGE \_\_\_\_\_

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

DATE

02/07/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jonathan Stieglitz

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_