

**FILED**

2018 JUL -9 PM 12: 23

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION**

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FL  
OCALA FLORIDA

CASE NO. *5:18-cv-349-OC 30 PRL*

STEPHANIE FOLSOM, *on behalf of herself  
and all others similarly situated,*

Plaintiff,

**CLASS COMPLAINT AND TRIAL BY  
JURY DEMAND**

v.

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

Defendants.

\_\_\_\_\_ /

**NATURE OF ACTION**

1. Plaintiff Stephanie Folsom ("Plaintiff") brings this class action against Defendants Midland Credit Management, Inc. ("MCM") and Midland Funding, LLC ("Midland Funding") (collectively, "Defendants") pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, individually and on behalf of all others similarly situated.

**JURISDICTION, VENUE, AND STANDING**

2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331 and 28 U.S.C. § 1367(a).

3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts and transactions giving rise to Plaintiff's action occurred in this district, where Plaintiff resides in this district, and where Defendants transact business in this district.

4. Congress is “well positioned to identify intangible harms that meet minimum Article III requirements,” thus “Congress may ‘elevat[e] to the status of legally cognizable injuries concrete, *de facto* injuries that were previously inadequate in law.’” *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549, 194 L. Ed. 2d 635 (2016) (quoting *Lujan v. Defs of Wildlife*, 504 U.S. 555, 578 (1992)).

5. “Without the protections of the FDCPA, Congress determined, the ‘[e]xisting laws and procedures for redressing these injuries are inadequate to protect consumers.’” *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 WL 3671467, at \*3 (N.D. Ill. July 11, 2016) (quoting 15 U.S.C. § 1692(b)). Thus, a debt collector’s breach of a right afforded a consumer under the FDCPA causes an injury in fact for Article III standing, even where the harm may be intangible. *See id.*; *Church v. Accretive Health, Inc.*, 654 F. App’x 990, 995 (11th Cir. 2016) (holding deprivation of information under § 1692g was substantive, concrete violation).

#### **THE FAIR DEBT COLLECTION PRACTICES ACT**

6. Congress enacted the FDCPA to “eliminate abusive debt collection practices, to ensure that debt collectors who abstain from such practices are not competitively disadvantaged, and to promote consistent state action to protect consumers.” *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 577 (2010) (citing 15 U.S.C. § 1692(e)).

7. The FDCPA is described as a strict liability statute which “typically subjects debt collectors to liability even when violations are not knowing or intentional.” *Owen v. I.C. Sys., Inc.*, 629 F.3d 1263, 1270 (11th Cir. 2011).

8. “A single violation of the Act is sufficient to subject a debt collector to liability under the Act.” *Lewis v. Marinosci Law Grp., P.C.*, No. 13-61676-CIV, 2013 WL 5789183, at \*2 (S.D. Fla. Oct. 29, 2013).

9. The Eleventh Circuit applies the “least sophisticated consumer” standard to determine whether a debt collector’s communication violates the FDCPA. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1175 (11th Cir. 1985).

10. This objective standard does not consider “whether the particular plaintiff-consumer was deceived or misled; instead, the question is ‘whether the ‘least sophisticated consumer’ would have been deceived’ by the debt collector’s conduct.” *Crawford v. LVNV Funding, LLC*, 758 F.3d 1254, 1258 (11th Cir. 2014) (quoting *Jeter*, 760 F.2d at 1177 n.11)).

#### **PARTIES**

11. Plaintiff is a natural person who at all relevant times resided in the State of Florida, County of Marion, and City of Ocala.

12. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

13. MCM is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

14. MCM is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

15. Midland Funding is an entity who acquires debt in default merely for collection purposes, and who at all relevant times was engaged, by use of the mails and telephone, in the business of directly or indirectly attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

16. Midland Funding is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

**FACTUAL ALLEGATIONS**

17. Plaintiff is a natural person allegedly obligated to pay a debt.

18. Plaintiff’s alleged obligation arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, a Citibank, N.A. account (the “Debt”).

19. Plaintiff’s household was previously supported by multiple incomes.

20. Since incurring this Debt, multiple individuals have moved out of Plaintiff’s household, with an increased share of household expenses becoming the responsibility of the Plaintiff.

21. Plaintiff has also recently undergone a divorce from her spouse.

22. With the dramatic and unexpected increase in costs and the loss of household income Plaintiff was unable to pay all non-essential debts and has defaulted on this Debt.

23. MCM uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts.

24. MCM regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

25. Midland Funding uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts.

26. Midland Funding acquires defaulted debts from creditors, which it then, either directly or through third parties, seeks to collect from the consumer for its own profit.

27. The principal purpose of Midland Funding’s business is debt collection.

28. Midland Funding has no other substantial business purpose except to acquire debts and profit from collected debts.

29. Midland Funding acquired Plaintiff's Debt after it was alleged to be in default.

30. At all relevant times, MCM acted on behalf of Midland Funding to collect or attempt to collect the Debt from Plaintiff.

31. In connection with the collection of the Debt, MCM sent Plaintiff a letter dated January 26, 2018.

32. A true and correct copy of MCM's January 26, 2018 letter to Plaintiff is attached to this complaint as Exhibit A.

33. The January 26, 2018 letter states "this letter is to inform you that we are considering forwarding this account to an attorney in your state for possible litigation."

34. The letter goes on to state "[i]f this account goes to an attorney, our flexible options may no longer be available to you."

35. The statement "[i]f this account goes to an attorney, our flexible options may no longer be available to you" was a false or misleading statement.

36. Defendants had no intention of withdrawing flexible payment options if the Debt was referred to collection by an attorney.

37. Defendants routinely offered individuals flexible payment options even after a debt has been referred to an attorney for collections.

#### **CLASS ACTION ALLEGATIONS**

38. Plaintiff repeats and re-alleges all factual allegations above.

39. MCM's January 26, 2018 letter is based on a form or template used to send collection letters (the "Template").

40. The Template uses deceptive and misleading language, in stating that if the debt is sent to a collections attorney payment options will become unavailable.

41. The Template uses deceptive and misleading language to create a false sense of urgency, in stating that the debt is being considered for referral to an attorney and that payment options will be unavailable if the case is referred to an attorney unless the consumer acts promptly.

42. Defendant has used the Template to send collection letters to over 40 individuals in the State of Florida within the year prior to the filing of the original complaint in this matter.

43. Plaintiff brings this action on behalf of herself and all others similarly situated.

Specifically, Plaintiff seeks to represent the following class of individuals:

All persons with a Florida address, to whom MCM sent a letter based upon the Template, within one year before the date of this complaint, in connection with the collection of a consumer debt alleged to be owed to Midland Funding.

44. The class is averred to be so numerous that joinder of members is impracticable.

45. The exact number of class members is unknown to Plaintiff at this time and can be ascertained only through appropriate discovery.

46. The class is ascertainable in that the names and addresses of all class members can be identified in business records maintained by Defendants.

47. There exists a well-defined community of interest in the questions of law and fact involved that affect the parties to be represented. These common questions of law and

fact predominate over questions that may affect individual class members. Such issues include, but are not limited to: (a) the existence of Defendants' identical conduct particular to the matters at issue; (b) Defendants' violations of the FDCPA; (c) the availability of statutory penalties; and (d) attorneys' fees and costs.

48. Plaintiff's claims are typical of those of the class she seeks to represent.

49. The claims of Plaintiff and of the class originate from the same conduct, practice, and procedure on the part of Defendants. Thus, if brought and prosecuted individually, the claims of the members of the class would require proof of the same material and substantive facts.

50. Plaintiff possesses the same interests and has suffered the same injuries as each class member. Plaintiff asserts identical claims and seeks identical relief on behalf of the unnamed class members.

51. Plaintiff will fairly and adequately protect the interests of the class and has no interests adverse to or which directly and irrevocably conflict with the interests of other members of the class.

52. Plaintiff is willing and prepared to serve this Court and the proposed class.

53. The interests of Plaintiff are co-extensive with and not antagonistic to those of the absent class members.

54. Plaintiff has retained the services of counsel who are experienced in consumer protection claims, as well as complex class action litigation, will adequately prosecute this action, and will assert, protect and otherwise represent Plaintiff and all absent class members.

55. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and 23(b)(1)(B). The prosecution of separate actions by individual members of the class would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the action or could substantially impair or impede their ability to protect their interests.

56. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the parties opposing the classes. Such incompatible standards of conduct and varying adjudications, on what would necessarily be the same essential facts, proof and legal theories, would also create and allow the existence of inconsistent and incompatible rights within the class.

57. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) in that Defendants have acted or refused to act on grounds generally applicable to the class, making final declaratory or injunctive relief appropriate.

58. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) in that the questions of law and fact that are common to members of the class predominate over any questions affecting only individual members.

59. Moreover, a class action is superior to other methods for the fair and efficient adjudication of the controversies raised in this Complaint in that: (a) individual claims by the class members will be impracticable as the costs of pursuit would far exceed what any one plaintiff or class member has at stake; (b) as a result, very little litigation has commenced over the controversies alleged in this Complaint and individual members are unlikely to have an



interest in prosecuting and controlling separate individual actions; and (c) the concentration of litigation of these claims in one forum will achieve efficiency and promote judicial economy.

**COUNT I  
VIOLATION OF 15 U.S.C. § 1692e(5)  
MCM**

60. Plaintiff repeats and re-alleges each factual allegation contained in paragraphs 1 through 59 above.

61. The FDCPA creates a broad, flexible prohibition against the use of misleading, deceptive, or false representations in the collection of debts. *See* 15 U.S.C. § 1692e; *Hamilton v. United Healthcare of Louisiana, Inc.*, 310 F.3d 385, 392 (5th Cir. 2002) (citing legislative history reference to the FDCPA’s general prohibitions which “will enable the courts, where appropriate, to proscribe other improper conduct which is not specifically addressed”).

62. This includes the “threat to take any action that cannot legally be taken or that is not intended to be taken.” 15 U.S.C. § 1692e(5).

63. “Parties often knowingly make threats of illegal action, hoping that the threat will intimidate the opposing party, who may not take comfort from the prospect of years of expensive and uncertain litigation to vindicate her rights. Such threats can have real effects. The FDCPA in general, and § 1692e(5) in particular, are aimed directly at such tactics in the context of collecting consumer debts, where power and resources are often, let us say, asymmetrical.” *Captain v. ARS Nat. Servs., Inc.*, 636 F. Supp. 2d 791, 796 (S.D. Ind. 2009).

64. “Section 1692e(5) prohibits debt collectors from threatening ‘to take any action . . . that is not intended to be taken,’” and a debt collector’s statement that it may stop offering

flexible payment options to the consumer—when this was false—was that sort of action as “a threat can be stated in noncommittal terms and still run afoul of the FDCPA.” *Haddad v. Midland Funding, LLC*, 255 F. Supp. 3d 735, 746 (N.D. Ill. 2017) (emphasis added) (internal citations omitted).

65. “A debt collector may state that certain action is possible, if it is true that such action is legal and is frequently taken by the collector or creditor with respect to similar debts; however, if the debt collector has reason to know there are facts that make the action unlikely in the particular case, a statement that the action was possible would be misleading.” Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097-50110 (Dec. 13, 1988).

66. By stating in its letter that “[i]f this account goes to an attorney, our flexible options may no longer be available to you,” MCM violated 15 U.S.C. § 1692e(5) because MCM threatened an action that MCM did not intend to take, as MCM never intended to make flexible payment options unavailable.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that MCM violated 15 U.S.C. § 1692e(5) with respect to Plaintiff and the class she seeks to represent;
- c) Awarding Plaintiff and the class she seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT II  
VIOLATION OF 15 U.S.C. § 1692e(10)  
MCM**

67. Plaintiff repeats and re-alleges each factual allegation contained in paragraphs 1 through 59 above.

68. Congress, recognizing that it would be impossible to foresee every type of deceptive collection misbehavior, expressly included in the FDCPA a catchall provision, prohibiting “[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.” 15 U.S.C. § 1692e(10).

69. “It is a violation [of § 1692e(10)] to send any communication that conveys to the consumer a false sense of urgency.” Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097-50110 (Dec. 13, 1988).

70. The FDCPA is intended to be “comprehensive, in order to limit the opportunities for debt collectors to evade the under-lying legislative intention,” and therefore the same conduct may violate multiple sections of the Act. *Clark v. Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1178 (9th Cir. 2006) (citing FTC Official Staff Commentary on FDCPA, 53 Fed. Reg. 50097, 50101).

71. MCM’s statement that “[i]f this account goes to an attorney, our flexible options may no longer be available to you,” was a false or misleading statement.

72. This false statement when coupled with the statement “this letter is to inform you that we are considering forwarding this account to an attorney in your state for possible litigation” made by Defendants was to instill a false sense of urgency in the Plaintiff.

73. These statements imply that if the Plaintiff does not act swiftly to set up a payment plan, the offered “flexible options” will be foreclosed.

74. Because these statements were both false or misleading, and created a false sense of urgency, MCM violated 15 U.S.C. § 1692e(10).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;

- b) Adjudging that MCM violated 15 U.S.C. § 1692e(10) with respect to Plaintiff and the class she seeks to represent;
- c) Awarding Plaintiff and the class she seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT III  
VIOLATION OF 15 U.S.C. § 1692e(5)  
Midland Funding**

75. Plaintiff repeats and re-alleges each factual allegation contained in paragraphs 1 through 59 above.

76. MCM violated 15 U.S.C. § 1692e(5) by threatening to take an action against Plaintiff that cannot be legally taken or that was not actually intended to be taken.

77. Midland Funding, by virtue of its status as a “debt collector” under the FDCPA, is liable for the conduct of MCM—the debt collector it retained to collect on its behalf.

**WHEREFORE, Plaintiff prays for relief and judgment, as follows:**

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Midland Funding violated 15 U.S.C. § 1692e(5) with respect to Plaintiff and the class she seeks to represent;
- c) Awarding Plaintiff and the class she seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys’ fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT IV**  
**VIOLATION OF 15 U.S.C. § 1692e(10)**  
**Midland Funding**

78. Plaintiff repeats and re-alleges each factual allegation contained in paragraphs 1 through 59 above.

79. MCM violated 15 U.S.C. § 1692e(10) by using false, deceptive, or misleading representations or means in connection with the collection of any debt.

80. Midland Funding, by virtue of its status as a “debt collector” under the FDCPA, is liable for the conduct of MCM—the debt collector it retained to collect on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Midland Funding violated 15 U.S.C. § 1692e(10) with respect to Plaintiff and the class she seeks to represent;
- c) Awarding Plaintiff and the class she seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);

- f) Awarding Plaintiff and the class she seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class she seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**TRIAL BY JURY**

81. Plaintiff is entitled to and hereby demands a trial by jury.

Dated: July 3, 2018.

Respectfully submitted,

/s/ Alex D. Weisberg

Alex D. Weisberg

FBN: 0566551

Weisberg Consumer Law Group, PA

Attorneys for Plaintiff

5846 S. Flamingo Rd, Ste. 290

Cooper City, FL 33330

(954) 212-2184

(866) 577-0963 fax

aweisberg@afclaw.com

Correspondence address:

Thompson Consumer Law Group, PLLC

5235 E. Southern Ave. D106-618

Mesa, AZ 85206



**EXHIBIT "A"**

# PRE-LEGAL NOTIFICATION

**mcm** Midland Credit Management, Inc.  
2365 Northside Drive Suite 100  
San Diego, CA 92108

01-26-2018

Stephanie Folsom  
1 Almond Ct  
Ocala, FL 34472-2090

PAT102001



## Account Details

Original Creditor	Citibank, N.A.
Original Account Number	6035517936842301
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	2576181482
Current Owner	Midland Funding LLC
Current Balance	\$1,306.73

Call (800) 939-2353 by  
02-25-2018 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  
02-25-2018

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

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

RE Citibank, N.A. Staples-Consumer

Dear Stephanie,

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 02-25-2018, we may proceed with forwarding this account to an attorney.

Some possible options:

- Pay your full balance of \$1,306.73
- Call us to see how to qualify for discounts and payment plans.

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

Sincerely,

*Tim Bolin*  
Tim Bolin, Division Manager

We are not obligated to renew any offers provided.



(800) 939-2353



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



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

## 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	Garbank, N.A.	MCM Account Number	#574481482
Original Account Number	6099017088002401	Charge-off Date	12-09-2016
Current Creditor The sole owner of this debt	Midland Funding, LLC	Current Servicer	Midland Credit Management, Inc.

### Important Contact Information

Send Payments to: Midland Credit Management, Inc. P.O. Box 60278 Los Angeles, CA 90060-0578	For disputes call (800) 939-2353 or write to: Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108	Physical Payments for Colorado Residents: 80 Garden Court Suite 3 Broomfield, CO 80020 Phone: (303) 920-4763
--	--	--

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

We are required under state law to notify consumers of the following 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, 2029151, 2029152, 2027429, 2027430, 2027431.

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111899, 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.

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET** 5:18-cv-349-OC-3099L

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**

Stephanie Folsom

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Alex D. Weisberg, Weisberg Consumer Law Group, P.A.  
5846 S. Flamingo Road, #290, Cooper City FL 33330  
(954) 337-1885

**DEFENDANTS**

Midland Credit Management, Inc. and Midland Funding, LLC

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
- 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 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)

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 <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"/> 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 type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" 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

**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

**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  
Brief description of cause:  
Violation of the Fair Debt Collection Practices Act

**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: 07/03/2018 SIGNATURE OF ATTORNEY OF RECORD: s/ Alex D. Weisberg

**FOR OFFICE USE ONLY**

RECEIPT # OCA AMOUNT \$ 450 APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

4373

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Midland Credit Management, Midland Funding Sued Over 'Threatening' Collection Letter](#)

---