

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA

JOHN GILBERT, on behalf of himself and all) Case No.:
other similarly situated consumers,)
)
Plaintiff,)
)
vs.) CLASS ACTION COMPLAINT
)
MIDLAND CREDIT MANAGEMENT INC.,)
)
Defendant.)
)
_____)

Plaintiff, John Gilbert (hereinafter “Plaintiff”), on behalf of himself and all other similarly situated consumers, by and through undersigned counsel, hereby alleges against Midland Credit Management, Inc. (hereinafter “Defendant”), as follows:

PRELIMINARY STATEMENT

1. This is an action for damages arising from Defendant’s violations of the Fair Debt Collections Practices Act, 15 U.S.C. §1692 *et seq.* (hereinafter “FDCPA”).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331 and 13 U.S.C. §1367.

3. Venue is proper in this district under 28 U.S.C §1391(b)

PARTIES

4. Plaintiff is a natural person, who at all relevant times has resided in Clinchco, Virginia and is a “consumer” as the phrase is defined and applied under 15 U.S.C. §1692(a) of the FDCPA.

5. Defendant is a corporation doing business in the State of California, with its corporate address as 2365 Northside Drive, Suite 300, San Diego, California 92108 and is a “debt collector” as the phrase is defined and applied under 15 U.S.C. §1692(a) of the FDCPA in that they regularly attempt to collect on debts primarily incurred for personal, family or household purposes.

FACTUAL STATEMENT

6. On or about August 31, 2016, Defendant sent Plaintiff the letter attached as Exhibit A, presenting the “current balance” as \$10,680.48, for a personal credit card bill from Fia Card Services, N.A.

7. Said personal bill was a debt incurred for personal, family or household purposes and not for business purposes.

8. Exhibit A is false, deceptive, and misleading given Defendant’s placement of ambiguous language and the resulting multiple interpretations of the letter that follow.

9. The collection letter states the following:

Offer Expiration Date: 09-30-2016

10. Along the middle of the letter, Defendant provides Plaintiff with three options for payment:

a. Option 1

i. 70% off

b. Option 2

i. 50% off if paid over 12 months

c. Option 3

i. Monthly payments as low as \$50 a month

11. Below this settlement language, the letter states “After receiving your final payment, we will consider the account paid*.”

12. Below this, the letter states: The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it.

13. Just below this, the letter states:“*if you pay your full balance, we will report your account as Paid in Full. If you pay less than your full balance, we will report your account as Paid in Full for less than the full balance.”

14. Under the FDCPA, collection letters are to be judged from the standard of the least sophisticated consumer. If a letter has multiple interpretations, more than one of which are reasonable, the collection letter is confusing and is a violation of the FDCPA.

15. The above language provided by Defendant is ambiguous and has many different material interpretations.

Statute of Limitations Allegations

16. Within this letter, Defendant is offering settlement options by encouraging partial payments.

17. Were the least sophisticated consumer to receive Defendant’s letter and decide to make the payments out over a number of payments as allowed by option 2 or option 3, the consumer would notify Defendant in writing or orally as to his or her intentions of making partial payments, and send in his or her first payment.

18. If thereafter the consumer chose to stop paying, or was later unable to continue the payment plan, unbeknownst to Plaintiff, his or her actions will have inevitably restarted the statute of limitations.

19. By failing to inform Plaintiff that a partial payment may restart the statute of limitations, Defendant has engaged in false, deceptive, and misleading conduct.

Reporting

20. Further, the sentence advising the consumer that “if you pay your full balance, we will *report* your account as Paid in Full. If you pay less than your full balance, we will *report* your account as Paid in Full for less than the full balance” is ambiguous as to whom Defendant will “report” this information to.

21. Under one reasonable interpretation, by “report” Defendant means it will *credit report* the payment to the credit reporting agencies.

22. Under another reasonable interpretation, by “report” Defendant means it will report the payment to the consumer’s creditor (FIA Card Services). Consumers of all levels of sophistication believe that the lending bank wants to know whether their debts are paid by the consumer, even in instances where the debts are sold. In fact, banks often consider whether a consumer paid back the debts owed to that bank as a major lending criteria. These criteria will take into account whether the debt was Paid in Full, or Paid for less than the full balance. By failing to use the commonly used verb associated with sending consumer information to a credit reporting agency, i.e. “credit report,” this interpretation of “report” appears to be the most reasonable.

23. Yet another reasonable interpretation of the letter is that Defendant utilizes the word “report” to indicate that the payment will be reported to both the credit reporting agencies and to the original lender.

24. Confusing the consumer as to whom Defendant will report is false, deceptive, and misleading within the confines of the FDCPA. The confusion is material because the agency which Defendant will report to may affect the consumer’s decision in choosing to pay off the debt. For instance, one consumer may not be worried whether Capital One Bank learns of the

payment because the consumer does not intend to business with this bank again, while another consumer may so intend.

25. Another component of the letter which is ambiguous is when the debt will be reported as Paid in Full, and when it will be reported as Paid in Full for less than the full balance.

26. Under one reasonable interpretation, the least sophisticated consumer believes that Defendant is offering to report “Paid in Full” once the consumer accepts the one-pay Option 1, after which Defendant will consider the debt as paid in full. Under this interpretation, the consumer believes that only where the consumer enters into payment plans, Option 2 and Option 3, will there be a reporting that the debt is Paid in Full for less than the full balance. To the least sophisticated consumer, this is reasonable because throughout its letter Defendant only emphasizes payment at the discounted rates, and not the full balance. Further, the least sophisticated consumer believes Defendant is offering to settle at a substantial discount in exchange for which it will consider the debt Paid in Full. The fact that the 70% offer is displayed most prominently it appears that Defendant is looking for that payment model to consider the debt Paid in Full. Therefore, it does not stand to reason that only the full balance must be paid before the debt is reported as Paid in Full.

27. Another similar interpretation of Defendant’s letter is that if the consumer accepts Option 1, the debt will be reported as Paid in Full. Once the consumer begins a payment plan, under Option 2 or Option 3 however, the Defendant will then report “Paid in Full for less than the full balance,” until the final payment of the discount plan is made. After final payment, the least sophisticated consumer believes that Defendant will then report “Paid in Full.” This is also a reasonable interpretation to the least sophisticated consumer because the consumer typically associates a discount payment as one considered Paid in Full.

28. Another interpretation of Defendant's letter is that if the consumer accepts Option 1, the debt will be reported as Paid in Full. Once the consumer begins a payment plan, under Option 2 or Option 3 however, the Defendant will then report "Paid in Full for less than the full balance," until the debt is paid off completely, in a final payment. After this final payment, the consumer believes that Defendant will then report "Paid in Full."

29. Another conflicting reasonable interpretation is that the consumer's acceptance of Option 1, Option 2, or Option 3 will result in a reporting of "Paid in Full for less than the full balance," while the "Paid in Full" reporting will not be made unless the consumer pays the full original amount.

30. Another interpretation is that the consumer's acceptance of Option 1 or Option 2 will result in a reporting of "Paid in Full," while Option 3 will result in a reporting of "Paid in Full for less than the full balance." This interpretation is warranted because only Option 1 and Option 2 are made clear as to the amounts sought by Defendant, and therefore only those options are clearly delineated as to what amount these options will be considered paid in full. Whereas Option 3 is left open ended without a quantifiable number, making the consumer believe that under that option, Defendant will report "Paid in Full for less than the full balance."

31. Another interpretation is that the consumer's acceptance of Option 1 or Option 2 will result in a reporting of "Paid in Full for less than the full balance" while Option 3 is a payment plan set to pay off the final debt, after which the debt will be reported as "Paid in Full."

32. Yet another reasonable interpretation of the least sophisticated consumer is the plain reading of the final sentence "if you pay your full balance, we will report your account as Paid in Full. If you pay less than your full balance, we will report your account as Paid in Full for less than the full balance." According to the least sophisticated consumer *any* partial payment may result in the account reporting as "Paid in Full for less than the full balance." In other words, the

consumer views the letter and interprets it to say that no matter the amount he or she pays, as long as that amount is less than the full balance, Defendant will report it as Paid in Full for less than full the balance—because that is the exact wording of the letter. Under this interpretation, were the consumer to pay \$10, he or she would believe that the payment necessitates the positive reporting “Paid in Full for less than the full balance.”

33. This vague and ambiguous language directly impacts whether and how much the consumer will pay to Defendant to resolve the debt.

34. Finally, Defendant’s use of the term Paid in Full for less than full the balance is itself a center of confusion for the consumer, making it unclear as to how something will be reported as paid in full when there is a settlement. The least sophisticated consumer does not understand that these are terms of art, and cannot understand the full impact of these terms. Given the confusion, the least sophisticated consumer is unsure how the entity receiving Defendant’s reporting will treat a debt that is “Paid in Full for less than the full balance” given the inherent oxymoron. Thus, the confusion as to this phrase also effects the consumer’s choice in paying the debt.

CLASS ACTION ALLEGATIONS

The Class

35. Plaintiff brings this as a class action pursuant to Fed. R. Civ. P. 23.

36. Plaintiff seeks certification of the following classes, initially defined as follows:

Class: All consumers with a Virginia address that have received collection letters from Defendant concerning debts for FIA Card Services used primarily for personal, household, or family purposes within one year prior to the filing of this complaint that provide deceptive reporting language, deceptive language concerning Defendant’s ability to file suit, or provide a false settlement offer deadline.

37. Excluded from the Class is Defendant herein, and any person, firm, trust, corporation, or other entity related to or affiliated with the defendant, including, without limitation, persons who are officers, directors, employees, associates or partners of Defendant.

Numerosity

38. Upon information and belief, Defendant has sent collections letters in attempt to collect a debt to hundreds if not thousands of consumers throughout Virginia, each of which violates the FDCPA. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

39. The letters sent by Defendant, and received by the Class, are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

40. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant’s records.

Common Questions of Law and Fact

41. There are questions of law and fact common to the class that predominates over any questions affecting only individual Class members. These common questions of law and fact include, without limitation: (i) whether Defendant violated various provisions of the FDCPA; (ii) whether the Plaintiff and the Class have been injured by the conduct of Defendant; (iii) whether the Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants wrongdoing and, if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and (iv) whether the Plaintiff and the Class are entitled to declaratory and/or injunctive relief.

Typicality

42. The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff's Class defined in this complaint have claims arising out of the Defendants common uniform course of conduct complained of herein. Plaintiff's claims are typical of the claims of the Class, and Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.

Protecting the Interests of the Class Members

43. Plaintiff will fairly and adequately represent the Class members' interests, in that the Plaintiff's counsel is experienced and, further, anticipates no impediments in the pursuit and maintenance of the class action as sought herein.

44. Neither the Plaintiff nor his counsel have any interests, which might cause them not to vigorously pursue the instant class action lawsuit.

Proceeding Via Class Action is Superior and Advisable

45. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted, this being specifically envisioned by Congress as a principal means of enforcing the FDCPA, as codified by 15 U.S.C. § 1692(k).

46. The members of the Class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action.

47. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties.

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

49. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

50. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

51. Absent a class action, the Class members will continue to suffer losses borne from Defendants breaches of Class members' statutorily protected rights as well as monetary damages, thus allowing and enabling: (a) Defendants conduct to proceed and; (b) Defendants to further enjoy the benefit of its ill-gotten gains.

Defendants have acted, and will act, on grounds generally applicable to the entire Class, thereby making appropriate a final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692 et seq.

52. Plaintiff repeats the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

53. Defendant's false and deceptive representations to Plaintiff violate the below provisions of the FDCPA.

54. Section 1692e provides:

§ 1692e. False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

(2) The false representation of--

(A) the character, amount, or legal status of any debt; or

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

55. Section 1692f provides:

§ 1692f. Unfair Practices

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. . . .

WHEREFORE, Plaintiff, John Gilbert, respectfully requests that this Court do the following for the benefit of Plaintiff:

- A. Certify the class described herein and appoint Plaintiff as Lead Plaintiff, and Plaintiff's Counsel as Lead Counsel;
- B. Enter judgment against Defendant for statutory damages pursuant to the FDCPA;
- C. Enter judgment for injunctive relief stopping Defendant from using letters similar to Exhibit A;
- D. Award costs and reasonable attorneys' fees;
- E. Grant such other and further relief as may be just and proper.

JURY TRIAL DEMAND

56. Plaintiff demands a jury trial on all issues so triable.

Dated this 13th of August, 2017

Respectfully Submitted,

/s/ Taylor-Lee W. Stokes, Esq.
Taylor-Lee W. Stokes, Esq.
Taylor-Lee W. Stokes, P.C.
6933 Commons Plaza, Suite 101
Chesterfield, VA 23832
Tel: (804) 318-0653
twstokes@attorneysstokes.com

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JOHN GILBERT

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

(c) Attorneys (Firm Name, Address, Email and Telephone Number)
Taylor-Lee W. Stokes, Esq.
6933 Commons Plaza, Suite 101
Chesterfield, VA 23832

DEFENDANTS

MIDLAND CREDIT MANAGEMENT INC.

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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <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 IMMIGRATION <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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 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 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

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 usc 1692
Brief description of cause:
Illegal collection activity.

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: 08/14/2017 SIGNATURE OF ATTORNEY OF RECORD: /s/ Taylor-Lee W. Stokes, Esq.

FOR OFFICE USE ONLY

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.Cv.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; **NOTE: 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 clerk(s) 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 six 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.
- 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 actual dollar amount 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.

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

08-31-2016

001
P13T349

John Gilbert



Original Creditor	Fia Card Services, N.A.
Original Account Number	48751
MCM Account Number	0239
Current Balance	\$10,680.48
Current Owner	MIDLAND FUNDING LLC
Discount	70% OFF

RE: Fia Card Services, N.A.

Dear John Gilbert,

CALL US TODAY! (800) 282-2644

AVAILABLE PAYMENT OPTIONS

Option
1

70% OFF

Option
2

50% OFF
Over 12 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 \$7,476.33 if you pay by 09-30-2016 -
- Put this debt behind you -
- No more communication on this account -
- Peace of mind -

After receiving your final payment, we will consider the account paid*.

Sincerely,
Tim Bolin
Tim Bolin, Division Manager

Hours of Operation:
M - Th: 5:00am - 9:00pm PST
Fri: 5:00am - 4:30pm PST
Sat: 5:00am - 4:30pm PST
Sun: 5:00am - 9:00pm PST



Call:
(800) 282-2644



Pay Online at:
www.midlandcreditonline.com



Mail:
Payment Certificate

The law limits how long you can be sued on a debt. Because of the age of your debt, we will not sue you for it. If you do not pay the debt, we may continue to report it to the credit reporting agencies as unpaid.

*If you pay your full balance, we will report your account as Paid in Full. If you pay less than your full balance, we will report your account as Paid in Full for less than the full balance.

We are not obligated to renew this offer.

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION.

PAYMENT CERTIFICATE

I would like to take advantage of this offer and save 70%

Amount Enclosed: \$

Please make check payable to:
MIDLAND CREDIT MANAGEMENT INC.

MCM Account Number.....0239

Original Account Number.....

Exp. Date: 09 30 2016

Please return this portion along with your payment to:
PO BOX 60578

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 Sued Over 'Ambiguous' Letter](#)
