

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

DEBBIE MALONEY, AMY VEGA and
SALLY CZARNECKI, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

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

Defendants.

) Case No.: 17-cv-1335

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”) and the Wisconsin Consumer Act, Ch. 421-427, Wis. Stats.

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331, 1337 and 1367. Venue in this District is proper in that Defendants directed their collection efforts into the District.

PARTIES

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

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

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

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

7. Each Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that the alleged debt arose from consumer credit transactions – the use of a personal credit card account.

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

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

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

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

12. On its face, Wis. Stat. § 427.103(3) applies both to creditors collecting on their own behalf and to creditors who hire other debt collectors to collect on the creditor’s behalf.

13. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, *directly or indirectly*, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to

collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added).

14. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

15. Midland Funding is a “debt collector” under Wisconsin law, in that it collects consumer debts owed to itself, both directly and indirectly through collection agencies, including MCM.

16. Midland Funding is a “merchant” as defined in the WCA, as the alleged debt arises from use of Plaintiff’s consumer credit account. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

17. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

18. Midland Funding uses third party debt collection agencies, including MCM, to collect consumer debts. Midland Funding, directly or indirectly, is a debt collector under this arrangement. Wis. Stat. § 427.103(3).

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

**THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 ET SEQ.**

20. The FDCPA states that its purpose, in part, is “to eliminate abusive debt collection practices by debt collectors.” 15 U.S.C. § 1692(e). It is designed to protect consumers from unscrupulous collectors, whether or not there is a valid debt. *Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (7th Cir. 1997); *Baker v. G.C. Services Corp.*, 677 F.2d 775, 777 (9th Cir. 1982); *McCartney v. First City Bank*, 970 F.2d 45, 47 (5th Cir. 1992). The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt; it also requires debt collectors to give debtors certain information. 15 U.S.C. §§ 1692d, 1692e, 1692f and 1692g.

21. The Seventh Circuit has held that whether a debt collector’s conduct violates the FDCPA should be judged from the standpoint of an “unsophisticated consumer.” *Avila v. Rubin*, 84 F.3d 222, 227 (7th Cir. 1996); *Gammon v. GC Services, LP*, 27 F.3d 1254, 1257 (7th Cir. 1994). The standard is an objective one—whether the plaintiffs or any class members were misled is not an element of a cause of action. *Bartlett v. Heibl*, 128 F.3d 497, 499 (7th Cir. 1997). “The question is not whether these plaintiffs were deceived or misled, but rather whether an unsophisticated consumer would have been misled.” *Beattie v. D.M. Collections Inc.*, 754 F. Supp. 383, 392 (D. Del. 1991).

22. Because it is part of the Consumer Credit Protection Act, 15 U.S.C. §§ 1601 *et seq.*, the FDCPA should be liberally construed in favor of the consumer to effectuate its purposes. *Cirkot v. Diversified Fin. Services, Inc.*, 839 F. Supp. 941, 944 (D. Conn. 1993).

The [Consumer Credit Protection] Act is remedial in nature, designed to remedy what Congressional hearings revealed to be unscrupulous and predatory creditor practices throughout the nation. Since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated.

N.C. Freed Co. v. Board of Governors, 473 F.2d 1210, 1214 (2d Cir. 1973).

23. Statutory damages are recoverable for violations, whether or not the consumer proves actual damages. *Baker*, 677 F.2d at 780-1; *Woolfolk v. Van Ru Credit Corp.*, 783 F. Supp. 724, 727 and n. 3 (D. Conn. 1990); *Riveria v. MAB Collections, Inc.*, 682 F. Supp. 174, 177 (W.D.N.Y. 1988); *Kuhn v. Account Control Tech.*, 865 F. Supp. 1443, 1450 (D. Nev. 1994); *In re Scrimpsheer*, 17 B.R. 999, 1016-7 (Bankr. N.D.N.Y. 1982); *In re Littles*, 90 B.R. 669, 680 (Bankr. E.D. Pa. 1988), *aff'd as modified sub nom. Crossley v. Lieberman*, 90 B.R. 682 (E.D. Pa. 1988), *aff'd*, 868 F.2d 566 (3d Cir. 1989).

24. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15,

2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

25. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

26. The FDCPA prohibits debt collectors from contacting third parties and disclosing the existence of a debt. 15 U.S.C. § 1692c(b) states:

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

27. 15 U.S.C. § 1692b allows a debt collector to communicate with third parties for the purpose of determining the consumer’s location or employment. However, the debt collector must “not state that such consumer owes any debt.” 15 U.S.C. § 1692b(2).

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

29. 15 U.S.C. § 1692e(2)(a) specifically prohibits: “The false representation of — the character, amount, or legal status of any debt.”

30. 15 U.S.C. § 1692e(5) specifically prohibits: “The threat to take any action that cannot legally be taken or that is not intended to be taken.”

31. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

32. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

33. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

34. 15 U.S.C. § 1692g(a) states:

a) Notice of debt; contents

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

(1) the amount of the debt

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

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

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

**THE WISCONSIN CONSUMER ACT,
CH. 421-427 WIS. STATS.**

35. The Wisconsin Consumer Act ("WCA") was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

36. The Wisconsin Supreme Court has favorably cited authority finding that the WCA "goes further to protect consumer interests than any other such legislation in the country," and is "probably the most sweeping consumer credit legislation yet enacted in any state." *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

37. To further these goals, the Act's protections must be "liberally construed and applied." Wis. Stat. § 421.102(1); *see also* § 425.301.

38. "The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives." *First Wisconsin Nat'l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

39. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

40. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides

injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

41. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

42. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

43. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

44. Wis. Stat. § 427.104(1)(L) states that a debt collector may not: “Threaten action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

FACTS

Maloney Letter

45. Plaintiff Debbie Maloney entered into a consumer transaction with Comenity Capital. ("Comenity") for a personal credit card.

46. Prior to October 7, 2016, Plaintiff Maloney's account with Comenity went into default.

47. Prior to October 7, 2016, and after Plaintiff Maloney's account with Comenity was in default, Comenity sold or otherwise assigned the ownership rights to Plaintiff's account to Midland Funding.

48. On or about October 7, 2016, MCM mailed a debt collection letter to Plaintiff Maloney regarding an alleged debt, allegedly owed to Midland Funding and originally owed to Comenity. A copy of this letter is attached to this complaint as Exhibit A and a copy of the envelope in which it was received is attached as Exhibit B.

49. The alleged debt identified in Exhibit A was for a personal credit card account used only for personal, family or household purposes.

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

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

52. Upon information and belief, Exhibit B is a form debt collection envelope used by Midland to attempt to collect alleged debts.

53. Exhibit A contains bold, all-capitalized text at the top of the letter:

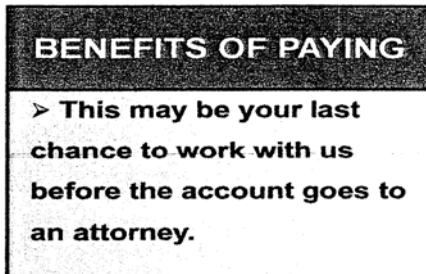
NOTICE OF NEW OWNERSHIP AND PRE-LEGAL REVIEW

54. Exhibit A also contains the following:

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

If we don't hear from you or receive payment by 11-21-2016, we may proceed with forwarding this account to an attorney.

55. Exhibit A also contains the following:



56. Exhibit A also contains the following:

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.**

57. The above language is false, misleading and confusing to the unsophisticated consumer.

58. At the time Exhibit A was sent to Plaintiff Maloney, Midland did not intend to sue Plaintiff Maloney, even if no payments were made on the account by 11-21-2016.

59. Despite the clear language threatening to send the account to “an attorney in your state . . . if we don't hear from you or receive payment by 11-21-2016,” Midland did not file a lawsuit against Plaintiff Maloney.

60. A search of CCAP on September 29, 2017 shows no civil actions filed by Midland against Plaintiff Maloney in Wisconsin.

61. An unsophisticated consumer would understand that Exhibit A threatens a lawsuit, and/or implies that legal action will be taken unless payment or a phone call is made by 11-21-2016.

62. Debt collection letters that falsely “communicate that a lawsuit is not merely a possibility, but that a decision to pursue legal action is either imminent or has already been

made,” violate the FDCPA. 15 U.S.C. § 1692e(5); *Jenkins v. Union Corp.*, 999 F. Supp. 1120, 1136 (N.D. Ill. 1998); *Pipiles v. Credit Bureau of Lockport, Inc.*, 886 F.2d 22, 24-26 (2d Cir. 1989).

63. Even indirect or oblique threats give rise to liability, provided they indicate that “legal action is underway or contemplated in the near future.” *Jenkins*, 999 F. Supp. At 1136.

64. The unsophisticated consumer would interpret the “pre-legal status” and the statement that “if we don't hear from you or receive payment by 11-21-2016, we may proceed with forwarding this account to an attorney” as a threat that the account is on a litigation track.

65. The threat of litigation in Midland’s letter is false and misleading and exists only to unfairly scare consumers.

66. In fact, Plaintiff’s account was not forwarded to an attorney network.

67. Additionally, Exhibit B included extraneous text.

68. The exterior face of Exhibit B, containing Plaintiff's mailing address, also states in the upper right hand corner, "U.S.POSTAGE PAID MCM."

Vega Letter

69. Plaintiff Amy Vega entered into a consumer transaction with Synchrony Bank. ("Synchrony") for a personal credit card.

70. Prior to October 12, 2016, Plaintiff Vega’s account with Synchrony went into default.

71. Prior to October 12, 2016, and after Plaintiff Vega’s account with Synchrony was in default, Synchrony sold or otherwise assigned the ownership rights to Plaintiff Vega’s account to Midland Funding.

72. On or about October 12, 2016, MCM mailed a debt collection letter to Plaintiff Vega regarding an alleged debt, allegedly owed to Midland Funding and originally owed to Synchrony. A copy of this letter is attached to this complaint as Exhibit C and a copy of the envelope in which it was received is attached as Exhibit D.

73. The alleged debt identified in Exhibit C was for a personal credit card account used only for personal, family or household purposes.

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

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

76. Upon information and belief, Exhibit D is a form debt collection envelope used by Midland to attempt to collect alleged debts.

77. Exhibit D included extraneous text.

78. The exterior face of Exhibit D containing Plaintiffs' mailing address also states "Time Sensitive Document" and, in the upper right hand corner, "U.S. POSTAGE PAID MCM." Plaintiff Czarnecki entered into a consumer transaction with Comenity Bank ("Comenity") for a personal credit card.

Czarnecki Letter

79. Prior to January 20, 2017, Plaintiff Czarnecki's account with Comenity went into default.

80. Prior to January 20, 2017, and after Plaintiff Czarnecki's account with Comenity was in default, Comenity sold or otherwise assigned the ownership rights to Plaintiff's account to Midland Funding.

81. On or about January 20, 2017, MCM mailed a debt collection letter to Plaintiff Czarnecki regarding an alleged debt, allegedly owed to Midland Funding and originally owed to Comenity. A copy of this letter is attached to this complaint as Exhibit E and a copy of the envelope in which it was received is attached as Exhibit F.

82. The alleged debt identified in Exhibit E was for a personal credit card account used only for personal, family or household purposes.

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

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

85. Upon information and belief, Exhibit F is a form debt collection envelope used by Midland to attempt to collect alleged debts.

86. Exhibit F included extraneous text.

87. The exterior face of Exhibit F containing Plaintiffs' mailing address also states "Time Sensitive Document" and, in the upper right hand corner, "U.S. POSTAGE PAID MCM."

88. The Fair Debt Collection Practices Act prohibits unfair debt collection practices. 15 U.S.C. § 1692f.

89. This prohibition includes 15 U.S.C. § 1692f(8): "Using any language or symbol, other than the debt collector's address, on any envelope when communicating with a consumer by use of the mails or by telegram, except that a debt collector may use his business name if such name does not indicate that he is in the debt collection business."

90. The language on Exhibit B, Exhibit D, and Exhibit F violates the plain language of 15 U.S.C. § 1692f(8). The statute contains no exceptions – any extraneous text on the envelope or on the outside of a self-mailer violates 15 U.S.C. § 1692f(8).

91. Moreover, the extraneous text in Exhibit D and Exhibit F indicates that the letters are, in fact, debt collection letters. *See Douglass v. Convergent Outsourcing*, 765 F.3d 299, 303-04 (3d Cir. 2014) (disclosure through window envelope “implicates a core concern animating the FDCPA—the invasion of privacy.”); *Peter v. GC Services L.P.*, 310 F.3d 344, 351 (5th Cir. 2002).

92. In *Peter*, for example, the Fifth Circuit held that text on the envelope impersonating the U.S. Department of Education¹ “implicates this core concern of the FDCPA [impersonating public officials].” *Peter*, 310 F.3d at 351-52.

93. Likewise, in *Douglass*, the Third Circuit held that a collection letter displaying the consumer’s account number and a QR code² that linked to the consumer’s alleged debt, through a “glassine” window envelope, violated § 1692f(8). *Douglass*, 765 F.3d at 303 (“Convergent’s disclosure implicates a core concern animating the FDCPA—the invasion of privacy.”)

94. As in *Douglass* and *Peter*, the language on Exhibit B, Exhibit D, and Exhibit F implicates a core concern animating the FDCPA – privacy.

95. Several sections of the FDCPA prohibit debt collectors from publicly disclosing that the consumer allegedly owes a debt, or that the debt collector is collecting a debt.

¹ US Department of Education
P.O. Box 4144
Greenville, TX 75403-4144
Official Business
Penalty for Private Use, \$ 300
Peter, 310 F.3d at 347.

² “QR Code” is a trademark type of barcode. *See* http://en.wikipedia.org/wiki/QR_code (last visited September 25, 2017).

96. For example, 15 U.S.C. § 1692f(7) prohibits: “Communicating with a consumer regarding a debt by post card.” The content of a post card is visible to anyone who views it.

97. Likewise, 15 U.S.C. § 1692c(b) prohibits most communications with third parties:

(b) Communication with third parties

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

98. 15 U.S.C. § 1692b allows but strictly regulates communications with third parties for the purpose of obtaining the consumer’s location information, including explicit prohibitions against stating “that such consumer owes any debt,” and using “any language or symbol on any envelope or in the contents of any communication effected by the mails or telegram that indicates that the debt collector is in the debt collection business or that the communication relates to the collection of a debt.” 15 U.S.C. §§ 1692b(2), 1692b(5).

99. Privacy of the consumer’s personal information, including the existence and amount of a debt, is clearly “a core concern animating the FDCPA.” *Douglass*, 765 F.3d at 303-04.

100. The statement: “U.S.POSTAGE PAID MCM” discloses to anyone viewing Exhibit B and Exhibit D who the letter is from and that the letter’s purpose is debt collection. Exhibit D and Exhibit F additionally state: "Time Sensitive Document" making it even clearer that the letter's purpose is debt collection.

101. The unsophisticated consumer, viewing Exhibit B, Exhibit D, and Exhibit F would conclude that Exhibit B and Exhibit D is a debt collection letter.

102. The sole purpose of the above statement is to make clear that Exhibit B, Exhibit D, and Exhibit F are debt collection letters/envelopes.

103. Further, it is simple for a debt collector to comply with 15 U.S.C. § 1692f(8) – do not print extraneous information on the envelopes or allow it to show through the glassine windows of envelopes.

104. Plaintiffs were confused by Exhibit A, Exhibit B, Exhibit D, and Exhibit F.

105. The unsophisticated consumer would be confused by Exhibit A, Exhibit B, Exhibit D, and Exhibit F.

106. Plaintiffs had to spend time and money investigating Exhibit A, Exhibit B, Exhibit D, and Exhibit F.

107. Plaintiffs had to take time to obtain and meet with counsel, including traveling to counsel's office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiffs on the consequences of Exhibit A, Exhibit B, Exhibit D, and Exhibit F.

COUNT I – FDCPA

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

109. Count I is brought on behalf of Plaintiffs Maloney, Vega, and Czarnecki.

110. Exhibit B, Exhibit D, and Exhibit F contain extraneous text, which states: "U.S.POSTAGE PAID MCM." Exhibit D and Exhibit F additionally state, "Time Sensitive Document." Exhibit B, Exhibit D, and Exhibit F disclose the existence of a debt and that it is from a debt collector.

111. The unsophisticated consumer viewing Exhibit B, Exhibit D, and Exhibit F would determine that Exhibit B, Exhibit D, and Exhibit F were mailed by a debt collector.

112. Defendants violated 15 U.S.C. §§ 1692f and 1692f(8).

COUNT II – FDCPA

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

114. Count II is brought on behalf of Plaintiff Maloney.

115. Exhibit A falsely threatens to send Maloney’s account to an attorney and/or threaten a lawsuit against Plaintiff if Plaintiff does not pay or call Midland by a specified date.

116. At the time Exhibit A and Exhibit B were sent, Midland did not intend to file a lawsuit against Maloney even if Maloney did not pay or call by such date.

117. Defendants’ conduct violates 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), and 1692f.

COUNT III – WCA

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

119. Count III is brought on behalf of Plaintiff Maloney.

120. Exhibit A threatens and implies legal action notwithstanding the fact that Midland did not intend to forward the letter to an attorney network even if Maloney did not pay or call by the date specified in the letters.

121. Such conduct violates Wis. Stat. §§ 427.104(1)(L) and 427.104(1)(h).

CLASS ALLEGATIONS

122. Plaintiffs bring this action on behalf of two Classes.

123. Class One consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form(s) represented by Exhibit B, Exhibit D, and Exhibit F to the complaint in this action, (c) seeking to collect a debt for personal, family or household

purposes, (d) between September 29, 2016 and September 29, 2017, inclusive (e) that was not returned by the postal service. Class One shall be known as the "Extraneous Text" class and Plaintiffs Maloney, Vega, and Czarnecki are the designated representatives.

124. Class Two consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form(s) represented by Exhibit A to the complaint in this action, (c) seeking to collect a debt for personal, family, or household purposes, (d) between September 29, 2016 and September 29, 2017, inclusive (e) that was not returned by the postal service. Class Two shall be known as the "Threat of Lawsuit" class and Plaintiff Maloney is the designated representative.

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

126. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibit A, Exhibit B, Exhibit D, or Exhibit F violates the FDCPA.

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

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

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

JURY DEMAND

130. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

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

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

Dated: September 29, 2017

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000
(414) 482-8001 (fax)
sademi@ademilaw.com
jblythin@ademilaw.com
meldridge@ademilaw.com
jfruchter@ademilaw.com

EXHIBIT A



Midland Credit Management, Inc.

2365 Northside Drive, Suite 300, San Diego, CA 92108

10-07-2016

⁰¹⁶
^{P23T604} Debbie Maloney
8531 S Chicago Rd Apt 110N
Oak Creek, WI 53154-3539



Original Creditor	
	Comenity Capital
Original Account Number	
	5909
MCM Account Number	
	3361
Current Balance	
	\$1,765.64
Current Owner	
	MIDLAND FUNDING LLC
PAYMENT DUE DATE	11-21-2016

Call (800) 939-2353

NOTICE OF NEW OWNERSHIP AND PRE-LEGAL REVIEW

Dear Debbie,

On 08-31-2016, your Comenity Capital / HSN account was sold to MIDLAND FUNDING LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on, and servicing your account, on behalf of MIDLAND FUNDING LLC.

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

If we don't hear from you or receive payment by 11-21-2016, we may proceed with forwarding this account to an attorney.

What are some options you can do to stop this process from continuing?

In addition to the validation period described on the back of this letter, you can:

- 1) Mail in \$300.00, or
- 2) 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
(800) 939-2353

This account may still be reported on your credit report as unpaid.

We will not report your debt to the credit bureaus if you set up a payment plan, make a payment by 01-07-2017 and make all payments as agreed.

BENEFITS OF PAYING

> This may be your last chance to work with us before the account goes to an attorney.

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

Once your account is paid:

> All collection calls and letters on this account will stop!

CALL US!
(800) 939-2353

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

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: Case 2:17-cv-01235-PA Filed 09/29/17 Page 2 of 3
(800) 939-2353



www.midlandcreditonline.com



Document 1-1
Payment Certificate

0101522023706

VAL

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.

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

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

The records associated with the Comenity Capital account purchased by MIDLAND FUNDING LLC, reflect that you are obligated on this account, which is in default.

As the owner of this account, but subject to the rights described below, MIDLAND FUNDING LLC is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

Unless you notify MCM within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, MCM will assume this debt to be valid.

If you notify MCM, in writing, within thirty (30) days after receiving this notice that the debt, or any portion thereof, is disputed, MCM will obtain verification of the debt or a copy of a judgment (if there is a judgment) and MCM will mail you a copy of such verification or judgment.

If you request, in writing, within thirty (30) days after receiving this notice, MCM will provide you with the name and address of the original creditor.

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

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

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

RETAIN THE FOLLOWING ADDRESS INFORMATION FOR YOUR RECORDS:

Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to: 2365 Northside Drive, Suite 300, San Diego, CA 92108; Attn: Consumer Support Services.

MAIL PAYMENTS TO: P.O. Box 60578, Los Angeles, CA 90060-0578

MAIL CORRESPONDENCE BUT NO PAYMENTS TO: 2365 Northside Drive, Suite 300, San Diego, CA 92108

MAIL CREDIT REPORTING CORRESPONDENCE TO: MCM CREDIT REPORTING DEPARTMENT, 2365 Northside Drive, Suite 300, San Diego, CA 92108

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

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

As a consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Midland Credit Management has a Colorado office with the following address and telephone number: Building B, 80 Garden Center, Suite 3, Broomfield, CO 80020. Telephone number: (303) 920-4763.

Only physical in-person payments may be accepted at this office location. All payments made via mail should be sent to the following address: P.O. Box 60578, Los Angeles, CA 90060-0578

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 Midland Credit Management, Inc.

IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:

This collection agency is licensed by the Minnesota Dept. 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, #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.

IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU:

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

Exhibit B

P.O. Box 340
Waite Park, MN 56387-0340

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
MCM

016
P23T604

Debbie Maloney
8531 S Chicago Rd Apt 110N
Oak Creek, WI 53154-3539

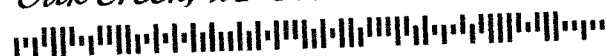


Exhibit C

10-12-2016

001 Amy Vega
P18T576 3000 E Somers Ave
Cudahy, WI 53110-1334



Original Creditor	SYNCHRONY BANK
Original Account Number	[REDACTED] 8793
MCM Account Number	[REDACTED] 7960
Current Balance	\$756.50
Current Owner	MIDLAND FUNDING LLC

You are **pre-approved** for a 40% discount!
Call now: (800) 282-2644

Choose the Option That Works For You

RE: Synchrony Bank / Blains Farm & Fleet

Dear Amy,

Congratulations! You have been **pre-approved** for a discount program designed to save you money. Act now to maximize your savings and put this debt behind you by calling (800) 282-2644. Pay online today at www.midlandcreditonline.com.

Option 1: 40% OFF You Pay Only
Payment Due Date: 11-11-2016 **\$453.90**

Option 2: 20% OFF 6 Monthly Payments of Only
First Payment Due Date: 11-11-2016 **\$100.86**

Option 3: Monthly Payments As Low As: \$50 per month†
† Call today to discuss your options and get more details.

If these options don't work for you, call one of our Account Managers to help you set up a payment plan that does.

Sincerely,
Tim Bolin
Tim Bolin, Division Manager

*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**.

Benefits of Paying!

- > Save up to \$302.60
- > Offer Expiration date: 11-11-2016
- > After receiving your final payment, we will consider the account paid.*

CALL US TODAY!
(800) 282-2644

We are not obligated to renew this offer.

Hours of Operation:
9:00am - 9:00pm PST
5:00am - 4:30pm PST
5:00am - 4:30pm PST
5:00am - 9:00pm PST



Call: (800) 282-2644



Click: www.midlandcreditonline.com



Mail: Payment coupon below

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

PAYMENT COUPON

MCM Account No.: [REDACTED] 7960
Original Account No.: [REDACTED] 8793
Current Balance: \$756.50

Payment Due Date: 11-11-2016

Amount Enclosed: _____

Payment Options:
1) Mail in this coupon with your payment
2) Pay by phone (800) 282-2644

Make Check Payable to:
Midland Credit Management, Inc.



PO 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.

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

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

The offer to resolve this account for the discount(s) offered in this letter remains open until 11-11-2016. For further information, please call one of our Account Managers at (800) 282-2644.

MAIL PAYMENTS TO: P.O. Box 60578, Los Angeles, CA 90060-0578

MAIL CORRESPONDENCE BUT NO PAYMENTS TO: MCM's business address at 2365 Northside Drive, Suite 300, San Diego, CA 92108

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

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Midland Credit Management has a Colorado office with the following address and telephone number: Building B, 80 Garden Center, Suite 3, Broomfield, CO 80020. Telephone number: (303) 920-4763.

Only physical in-person payments may be accepted at this office location. All payments made via mail should be sent to the following address: P.O. Box 60578, Los Angeles, CA 90060-0578

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 Midland Credit Management, Inc.

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

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IF YOU LIVE IN CALIFORNIA, THIS APPLIES TO YOU:

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

"Nonprofit credit counseling services may be available in the area."

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

IF YOU LIVE IN UTAH, THIS APPLIES TO YOU: As required by Utah law, you are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

IF YOU LIVE IN WYOMING, THIS APPLIES TO YOU: As required by law, you are hereby notified that a negative report on your credit record may be submitted to a credit reporting agency if you fail to meet the terms of your credit obligations.

Exhibit D

PO Box 340
Waite Park, MN 56387-0340

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
MCM

001 Amy Vega
P18T576 3000 E Somers Ave
Cudahy, WI 53110-1334



TIME SENSITIVE DOCUMENT

FIRST REMOVE THESE EDGES.
FOLD, CREASE, AND TEAR ALONG PERFORATION.



FIRST REMOVE THESE EDGES.
FOLD, CREASE, AND TEAR ALONG PERFORATION.

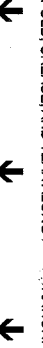


Exhibit E

NOTICE OF NEW OWNERSHIP AND PRE-LEGAL REVIEW

mcm Midland Credit
Management, Inc.

2365 Northside Drive Suite 300
San Diego, CA 92108

01-20-2017

Sally A Czarnecki
PO Box 100144
Cudahy, WI 53110-6102

P2T21 010



Account Details

Original Creditor	Comenity Bank
Original Account Number	[REDACTED] 2501
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	[REDACTED] 5277
Current Owner	Midland Funding LLC
Current Balance	\$4,761.36

Call (800) 939-2353 by
03-06-2017 to
Discuss Options

Please Call

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

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

Once your account is paid:

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

Reply By
03-06-2017

Call (800) 939-2353

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

midlandcreditonline.com

RE Comenity Bank Boston Store

Dear Sally,

Welcome! On 12-30-2016, your Comenity Bank/Boston Store account was sold to Midland Funding LLC, which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on, and servicing your account, on behalf of Midland Funding LLC.

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

If we don't hear from you or receive payment by 03-06-2017, we may proceed with forwarding this account to an attorney.

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

- Pay your full balance of \$4,761.36
- 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

Important Disclosure Information:

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

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

Basic Information			
Original Creditor	Comenity Bank	Current Creditor	Midland Funding LLC
Original Account Number	██████████ 2501	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	12-08-2016	MCM Account Number	██████████ 5277

Important Contact Information		
<p><u>Send Payments to:</u> Midland Credit Management, Inc P.O. Box 60578 Los Angeles, CA 90060-0578</p>	<p><u>Send disputes or an instrument tendered as full satisfaction of a debt to:</u> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108 You may also call (800) 939-2353</p>	<p><u>Physical Payments for Colorado Residents:</u> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763</p>

The records associated with the Comenity Bank account purchased by Midland Funding LLC, reflect that you are obligated on this account, which is in default. As the owner of this account, but subject to the rights described below, Midland Funding LLC is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

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

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

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

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

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

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

Nonprofit credit counseling services may be available in the area.

IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.CD1385.GOV. Each consumer has the right to request in writing that a debt collector or collection agency cease further communication with

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 Consumer Protection License Number 15-00000001, 15-00000002, 15-00000003, 15-00000004, 15-00000005, 15-00000006, 15-00000007, 15-00000008, 15-00000009, 15-00000010, 15-00000011, 15-00000012, 15-00000013, 15-00000014, 15-00000015, 15-00000016, 15-00000017, 15-00000018, 15-00000019, 15-00000020, 15-00000021, 15-00000022, 15-00000023, 15-00000024, 15-00000025, 15-00000026, 15-00000027, 15-00000028, 15-00000029, 15-00000030, 15-00000031, 15-00000032, 15-00000033, 15-00000034, 15-00000035, 15-00000036, 15-00000037, 15-00000038, 15-00000039, 15-00000040, 15-00000041, 15-00000042, 15-00000043, 15-00000044, 15-00000045, 15-00000046, 15-00000047, 15-00000048, 15-00000049, 15-00000050, 15-00000051, 15-00000052, 15-00000053, 15-00000054, 15-00000055, 15-00000056, 15-00000057, 15-00000058, 15-00000059, 15-00000060, 15-00000061, 15-00000062, 15-00000063, 15-00000064, 15-00000065, 15-00000066, 15-00000067, 15-00000068, 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EXHIBIT F

PO Box 340
Waite Park, MN 56387-0340

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
MCM

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
 Debbie Maloney, Amy Vega, and Sally Czarnecki

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

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS
 Midland Credit Management, Inc., et al.

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <input type="checkbox"/> 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	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 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"/> 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"/> 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"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <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	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1692 et seq.

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

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 9/29/2017 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

DEBBIE MALONEY, et al.

Plaintiff(s)

v.

MIDLAND CREDIT MANAGEMENT, INC., et al.

Defendant(s)

Civil Action No. 17-cv-1335

SUMMONS IN A CIVIL ACTION

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

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

_____ were received by me on *(date)* _____.

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

DEBBIE MALONEY, et al.

Plaintiff(s)

v.

MIDLAND CREDIT MANAGEMENT, INC., et al.

Defendant(s)

Civil Action No. 17-cv-1335

SUMMONS IN A CIVIL ACTION

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

A lawsuit has been filed against you.

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

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

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

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

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

_____ were received by me on *(date)* _____.

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

_____ on *(date)* _____ ; or

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Debt Collectors Accused of Sending Illegal Threats, Extraneous Text](#)
