

5. Meyer is also a “consumer” as defined in the FCRA, 15 U.S.C. § 1681a(c) (“The term ‘consumer’ means an individual.”)

6. Meyer is also a “customer” as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that she engaged in a consumer credit transaction.

7. 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.

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

9. MCM is a “person” as defined in the FCRA, 15 U.S.C. § 1681a(b) (“The term ‘person’ means any individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity.”).

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 and Wis. Stat. § 427.103(3).

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

12. Midland Funding is engaged in the business of a collection agency under Wisconsin law, in that it purchases and receives assignment of consumer debts that are in default at the time Midland Funding acquires them.

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). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

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 “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former “Synchrony Bank” (“Synchrony”) consumer credit card 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.”)

16. 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).

17. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfi.org/wca/business_guidance/creditors/debt_collection/

18. Midland Funding uses third party debt collectors, including MCM, to collect allegedly defaulted debts that have been assigned to Midland.

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.

20. Hereinafter, and unless a particular defendant is specified, MCM and Midland Funding are collectively referred to as “Midland.”

FACTS

21. Meyer had an alleged BP (i.e. British Petroleum) branded personal credit card account, originally owed to Synchrony. The account went into default after Meyer fell behind on payments.

22. On or about April 30, 2017, Synchrony sent Meyer a letter notifying Meyer that Synchrony had sold Meyer’s account to MCM. A copy of this letter is attached to this complaint as Exhibit A.

23. On or about May 27, 2016, MCM mailed a debt collection letter to Meyer 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 B.

24. The alleged debt identified in Exhibit B is the Plaintiff’s alleged BP branded personal credit card account, originally owed to Synchrony. *See* <https://www.mybpstation.com/cards>.

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

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

27. Meyer used this credit card only for personal, family or household purposes, namely, purchases of household goods and services, including purchasing gasoline and personal items at BP gas stations. Meyer did not open or use the credit card account for any business purpose.

28. The credit card account identified in Exhibit B was in default, closed, and upon information and belief, charged off by Synchrony, before Synchrony sent Exhibit A to Meyer.

29. Exhibit B states the following:

Welcome! On 04-29-2016, your Synchrony Bank / BP 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.

30. Exhibit B also states:

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 08-27-2016 and make all payments as agreed.

31. Meyer did not make a payment to MCM at any time.

32. Meyer did not set up a payment plan with MCM at any time.

33. Upon information and belief, Midland reported Meyer's alleged debt to the three major credit reporting agencies ("CRAs") sometime around August 27, 2016.

34. MCM sent another letter to Meyer on or around October 24, 2016. A copy of this letter is attached to this complaint as Exhibit C.

35. Plaintiff received Exhibit C on or after October 26, 2016.

36. Exhibit C states the following:

10-24-2016

RE: Synchrony Bank / BP

Dear Sharon,

The above-referenced **Synchrony Bank** account was transferred to MIDLAND FUNDING LLC and referred to Midland Credit Management, Inc. ("MCM") for debt collection. MCM has since been informed that this account was transferred in error and has been recalled by **Synchrony Bank**.

We have instructed the three major credit reporting agencies to delete any MCM entry regarding this account from your credit report. You have no financial obligation to **MIDLAND FUNDING LLC** or MCM regarding this matter.

If you have any questions regarding when this change will be reflected on your credit report, please contact the reporting agencies in writing, or by calling:

Equifax/CBI
PO Box 740241
Atlanta, GA 30374-0241
(800) 685 – 1111
www.equifax.com

Experian
PO Box 2002
Allen, TX 75013
(888) 397 – 3742
www.experian.com/reportaccess

Trans Union
PO Box 2000
Chester, PA 19022
(800) 916 – 8800
www.transunion.com

37. Upon information and belief, Exhibit C falsely and misleadingly states that Meyer's Synchrony account was transferred to Midland Funding. The unsophisticated consumer would not know what that statement means.

38. An account can generally be "transferred" from a creditor like Synchrony to a debt collector in several different ways. The creditor can transfer an account for collection while retaining full ownership of the account. The creditor can also transfer "servicing rights" to a debt collection agency while also retaining ownership. Under the typical servicing arrangement, the debt collector takes over regular billing, in addition to collecting past due amounts. The creditor can also sell the debt outright.

39. Exhibit C is facially unclear about what actually happened to Meyer's account between April and August 2016.

40. Although the unsophisticated consumer is not expected to know this, MCM and Midland Funding are part of one of the largest debt buyer and debt collection outfits in the industry, with consumer debt portfolios in the hundreds of millions of dollars. The 2013 10-K filing for MCM and Midland Funding's parent company, Encore Capital Group ("Encore"),

states that Encore has “one of the industry’s largest financially distressed consumer databases.” (Form 10-K, 12/31/13, p. 2).

41. According to Encore’s 2013 Form 10-K, Encore *spent* more than \$525 million to purchase consumer credit card accounts in the U.S. As Midland paid less than 10 cents on the dollar, the face value of those accounts is in the tens of billions of dollars. Encore purchased similar amounts of U.S. consumer credit card accounts in 2012 and 2011.

42. Upon information and belief, neither MCM nor Midland Funding service debts on behalf of other entities that are not Encore’s corporate affiliates. Thus, once an account is sold to Midland Funding, the creditor retains no further interest in the debt.

43. Synchrony cannot simply “recall” a debt from Midland unless Synchrony never transferred ownership rights to the debt to Midland Funding in the first place.

44. Upon information and belief, Midland never actually took assignment of Meyer’s BP card from Synchrony.

45. Upon information and belief, despite not actually taking ownership of Meyer’s Synchrony account from Synchrony, Midland reported Meyer’s accounts to the three major CRAs.

46. Upon information and belief, Midland, as a regular business practice, obtains consumer reports from one or more of the three primary CRAs for all or virtually all of its accounts.

47. Midland regularly pursues collection through litigation. For example, Midland filed over 100 collection lawsuits in Milwaukee County in September 2017 alone.

48. Upon information and belief, Midland uses consumers’ consumer reports to determine whether to sue the consumer or whether she is uncollectible.

49. Upon information and belief, Midland obtained consumer reports from one or more of the three primary CRAs (TransUnion, Equifax, and Experian) on or around August 27, 2016, for the purpose of determining whether and to what extent Meyer is collectible.

FCRA Violations

50. The FCRA, 15 U.S.C. § 1681b, provides it is permissible to obtain a consumer report on a consumer only with the written consent of the consumer or for certain “permissible purposes,” such as the extension of credit to, or review or collection of an account of, the consumer, employment purposes, the underwriting of insurance, or in connection with a business transaction that is initiated by the consumer.

51. The requester must certify to the consumer reporting agency that a permissible purpose exists.

52. One “permissible purpose” is debt collection. 15 U.S.C. § 1681b(a)(3)(A).

53. Midland, however, never actually took assignment of Meyer’s account.

54. Midland had no legal basis collect the account from Meyer, and had no ownership interest in the debt. As such, Midland could not sue Meyer to collect the debt.

55. Since, upon information and belief, Midland never took assignment of Meyer’s Synchrony account, it had no permissible purpose to access Meyer’s consumer reports.

56. The sending of the material in Exhibit B does not constitute a permissible reason for anyone to access a consumer report on plaintiffs without plaintiffs’ consent.

FDCPA and WCA Violations

57. Exhibits A-C are false, misleading, and confusing to the unsophisticated consumer.

58. Midland never actually took assignment of Meyer’s account.

59. Midland had no legal basis collect the account from Meyer, and had no ownership interest in the debt. As such, Midland could not sue Meyer to collect the debt.

60. Since, upon information and belief, Midland never took assignment of Meyer's Synchrony account, its representations that to that effect were false and misleading.

61. Moreover, Midland's ambiguous references to the status of the account and "recall" are confusing and misleading to the unsophisticated consumer.

62. Meyer was confused by Exhibits A-C.

63. Meyer had to spend time and money investigating Exhibits A-C, and the consequences of any potential responses to Exhibits A-C.

64. Meyer 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 Meyer on the consequences of Exhibits A-C.

65. 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).

66. 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”).

67. 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).

68. 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).

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

70. "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.

71. 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.

72. 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).

73. Consumers' WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. While the Seventh Circuit has not squarely interpreted how WCA cases based upon the content of debt collection letters should be determined, federal courts in this District and the state courts in Wisconsin generally look to

FDCPA case law for guidance. 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).

74. 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.*

75. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

76. 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.

77. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

78. 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.”

79. Chapter 427, Wis. Stats., governs debt collection activities in Wisconsin.

80. Wis. Stat. § 427.104(c) states that a debt collector may not: “Disclose or threaten to disclose information adversely affecting the customer's reputation for credit worthiness with knowledge or reason to know that the information is false.”

81. 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.”

COUNT I -- FCRA

82. Meyer incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

83. Count I is brought against all defendants.

84. Plaintiffs incorporate the above-numbered paragraphs by reference.

85. Midland obtained a consumer report on plaintiffs and every other person to whom the form letters represented by Exhibit B was sent without her written permission or a “permissible purpose.”

86. Midland, however, never actually took assignment of Meyer’s account.

87. Midland had no legal basis to obtain a consumer report about Meyer.

88. Since, upon information and belief, Midland never took assignment of Meyer’s Synchrony account, it had no permissible purpose to access Meyer’s consumer reports.

89. The sending of the material in Exhibit B does not constitute a permissible reason for anyone to access a consumer report on Meyer without Meyer’s consent

90. Defendants’ accessing of Meyer’s consumer report violated 15 U.S.C. § 1681b(c)(1)(B).

91. Defendants’ violation was willful.

92. Defendants are liable to the plaintiffs and class members pursuant to 15 U.S.C. § 1681n.

COUNT II – FDCPA

93. Meyer incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

94. Count II is brought against Defendant MCM.

95. MCM represented that it had purchased Meyer's account when that representation was false.

96. Midland never actually took assignment of Meyer's account.

97. Midland had no legal basis collect the account from Meyer, and had no ownership interest in the debt. As such, Midland could not sue Meyer to collect the debt.

98. Since, upon information and belief, Midland never took assignment of Meyer's Synchrony account, its representations that to that effect were false and misleading.

99. Moreover, Midland's ambiguous references to the status of the account and "recall" are confusing and misleading to the unsophisticated consumer, as they mislead as to the true owner of the debt.

100. MCM violated 15 U.S.C. §§ 1692e, 1692e(10), 1692f and 1692f(1).

COUNT III -- WCA

101. Meyer incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

102. Count III is brought against all defendants.

103. Exhibit B attempts to collect an account that did not actually exist.

104. Upon information and belief, Midland reported Plaintiff's alleged debt as being owed to Midland to the three major credit reporting agencies ("CRAs") sometime around August 27, 2016.

105. Defendants violated Wis. Stat. §§ 427.104(1)(c) and 427.104(1)(j).

CLASS ALLEGATIONS

106. Meyer brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit

B to the complaint in this action, (c) and were subsequently sent a letter in the form represented by Exhibit C to the complaint in this action (d) seeking to collect a debt incurred for personal, family or household purposes, (d) between October 27, 2015 and October 27, 2017, inclusive, (e) that was not returned by the postal service.

107. The Class is so numerous that joinder is impracticable. On information and belief, there are more than 50 members of the Class.

108. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with the FCRA, the FDCPA, and the WCA.

109. Meyer's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

110. Meyer will fairly and adequately represent the interests of the Class members. Meyer has retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

112. Meyer hereby demands 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: October 25, 2017

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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EXHIBIT A

Synchrony Bank
P.O. Box 965064
Orlando, FL 32896-5064

SHARON MEYER
11528 W COLDSRING RD
GREENFIELD WI 53228-2501

UPGR
110500

04/30/2016



RE: BP
Account Number: 70060*****5544
Account Balance at Time of Sale: \$1367.17

Dear SHARON MEYER,

This letter is to inform you that the above-referenced account was sold to Midland Credit Management, Inc. on 04/19/2016. If you have any questions about this account, please contact:

Midland Credit Management, Inc.
P.O. Box 60578
Los Angeles, CA 90060-0578
855-977-1969

Sincerely,

Synchrony Bank

COLR923C 5956 5000 104 07 160430 PAGE 00001 OF 00001

110500

0-0

DSGOODBYE

Exhibit B

Welcome. Your account has a new home.



Mail Payments To:
Midland Credit Management, Inc.
P.O. BOX 13105
ROANOKE, VA 24031-3105

Account Transfer Details:
Current Owner: Midland Funding LLC
Original Creditor: Synchrony Bank
Original Account Number: ██████████ 5544
MCM Account Number: ██████████ 1409
Current Balance: \$1,367.17

089
P201269 Sharon Meyer
11528 W Coldspring Rd
Greenfield, WI 53228-2501



05-27-2016

Dear Sharon,

Welcome! On 04-29-2016, your Synchrony Bank / BP 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.

Your experience with MCM will be different. Period.

What to expect from MCM:

Now that we are servicing the account, we have assigned the account an MCM Account Number, ██████████ 1409. MCM will reach out to you by phone and mail over the months to come. We also have a website, www.midlandcreditonline.com, where you can login using your MCM account number to view account details.

MCM, a partner you can trust.

We value your experience and understand that managing debt can be a difficult process! That is why we set standards for how you are to be treated while working with us. Visit www.midlandcreditonline.com to learn about our *Consumer Bill of Rights* or call (866) 361-0420 to experience the difference for yourself.

Next Steps... You Choose.

Enclose \$1,367.17 in the envelope provided.
We will send a letter to you that confirms that you have no further obligation on this account.

If you need more personal service or have questions, call (866) 361-0420.

Have a great day and we look forward to hearing from you!

Sincerely,

Nick Sondl
Midland Credit Management, Inc.

P.S. These payment opportunities do not alter or amend your validation rights as described on the reverse side.

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 08-27-2016 and make all payments as agreed.

We are not obligated to renew this offer.

Hours of Operation:
Mon - Fri: 11:00am - 7:30pm EST



Call:
(866) 361-0420



Pay Online at:
www.midlandcreditonline.com



Mail:
Payment Certificate

Current Balance:
\$1,367.17

Current Owner:
MIDLAND FUNDING LLC

Current Servicer:
Midland Credit Management, Inc.

Call:
(866) 361-0420

Purchase Date:
04-29-2018

Offer Expiration Date:
07-11-2018

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

Payment Certificate

MCM Account Number: ██████████ 1409
Original Account Number: ██████████ 5544
Current Balance: \$1,367.17
Due Date: 07-11-2016
Amount Enclosed: \$

Directions:

- 1) Make your check payable to: Midland Credit Management, Inc.
- 2) Fill out the amount enclosed on the Payment Certificate
- 3) Place your check and Payment Certificate in the provided envelope
- 4) Mail Payment Certificate to:

mcm Midland Credit Management, Inc.
P.O. BOX 13105
ROANOKE, VA 24031-3105

Sharon Meyer
11528 W Coldspring Rd
Greenfield, WI 53228-2501

V003

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

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

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

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

If 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

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. 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 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 WYOMING, THIS APPLIES TO YOU:

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

Exhibit C



Midland Credit Management, Inc.

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

Phone: (800) 265-8825
Hours of Operation: M – Th: 6:00am – 7:00pm PST
Fri: 6:00am – 4:30pm PST
Sat: 6:00am – 2:00pm PST
Sun: 5:00am – 1:30pm PST

Account Information

Original Creditor: Synchrony Bank
Original Account No.: [REDACTED] 5544
MCM Account No.: [REDACTED] 1409
Current Balance: \$0.00
Current Owner: MIDLAND FUNDING LLC

001 Sharon Meyer
11528 W Coldspring Rd
Greenfield, WI 53228-2501



169,01



THIS IS NOT A BILL

10-24-2016

RE: Synchrony Bank / BP

Dear Sharon,

The above-referenced **Synchrony Bank** account was transferred to MIDLAND FUNDING LLC and referred to Midland Credit Management, Inc. ("MCM") for debt collection. MCM has since been informed that this account was transferred in error and has been recalled by **Synchrony Bank**.

We have instructed the three major credit reporting agencies to delete any MCM entry regarding this account from your credit report. You have no financial obligation to **MIDLAND FUNDING LLC** or MCM regarding this matter.

If you have any questions regarding when this change will be reflected on your credit report, please contact the reporting agencies in writing, or by calling:

Equifax/CBI
PO Box 740241
Atlanta, GA 30374-0241
(800) 685 – 1111
www.equifax.com

Experian
PO Box 2002
Allen, TX 75013
(888) 397 – 3742
www.experian.com/reportaccess

Trans Union
PO Box 2000
Chester, PA 19022
(800) 916 – 8800
www.transunion.com

Please feel free to contact us at (800) 265-8825, Ext. 32980 should you have any questions. Consumer Support Services Hours of Operation are Monday – Friday 5:00am – 4:30pm PST.

Sincerely,

Tim Bolin, Division Manager
(800) 265-8825, Ext. 32980

0101500003616
0000 0000



PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

QCSE

Important Disclosure Information:

This communication is from a debt collector, this is not an attempt to collect a debt.

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

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

MAIL CORRESPONDENCE BUT NO PAYMENTS TO: 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.

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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."

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

SHARON MEYER

(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, et al.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 555 Prison Condition			

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
Violation of Fair Debt Collection Practices Act and Fair Consumer Reporting Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

October 25, 2017 s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example:

U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

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

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

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

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

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

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

SHARON MEYER, Individually and on Behalf of All Others Similarly Situated

Plaintiff(s)

v.

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

Defendant(s)

Civil Action No. 17-cv-1466

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MIDLAND CREDIT MANAGEMENT, INC. c/o Corporation Service Company, Suite 400 Madison, Wisconsin 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

Civil Action No. 17-cv-1466

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

SHARON MEYER, Individually and on Behalf of All Others Similarly Situated

Plaintiff(s)

v.

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

Defendant(s)

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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

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Signature of Clerk or Deputy Clerk

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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

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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: [Woman Sues MCM, Midland Funding After Error Caused Confusion, Injury to Credit](#)
