

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DARLENE VLASTELICA, on behalf of herself )  
and all others similarly situated, )

*Plaintiff,* )

v. )

MIDLAND CREDIT MANAGEMENT, INC., )  
MIDLAND FUNDING, LLC, and ENCORE )  
CAPITAL GROUP, INC., )

*Defendants.* )

Case No. 18-cv-

Jury Demanded

**CLASS COMPLAINT**

Plaintiff, Darlene Vlastelica, on behalf of herself and a putative class, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), and alleges:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.

2. Venue is proper in this District because parts of the acts and transactions occurred here and Defendants transact substantial business here.

**STANDING**

3. Plaintiff has a congressionally defined right to receive all communications from a debt collector free from any false representations and false threats.

4. Defendants sent a collection letter to Plaintiff threatening to unlawfully report credit information to a third party, falsely representing that a debt was enforceable when in fact it was not, failing to inform Plaintiff that the partial payment it was seeking would in fact reset the

statute of limitations on an alleged debt, thereby permitting Defendants to sue Plaintiff to enforce the debt, and misrepresenting the impact of agreeing to a settlement offer on an alleged debt.

5. Plaintiff has thus suffered an injury as a result of Defendants' conduct, giving rise to standing before this Court. *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1544 (2016), quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 580 (1992) (Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before.); *Bellwood v. Dwivedi*, 895 F. 2d 1521, 1526-27 (7th Cir. 1990) ("Congress can create new substantive rights, such as a right to be free from misrepresentations, and if that right is invaded the holder of the right can sue without running afoul of Article III, even if he incurs no other injury[.]").

### **PARTIES**

6. Plaintiff, Darlene Vlastelica ("Plaintiff"), is a resident of the State of Illinois and natural person, from whom Defendants attempted to collect several delinquent consumer debts allegedly owed for a defaulted personal cell phone account and two defaulted credit card accounts used for personal or household purposes. Plaintiff is thus a consumer as that term is defined in 15 U.S.C. § 1692a(3) of the FDCPA.

7. Defendant, Midland Credit Management, Inc. ("MCM"), is a Kansas corporation that does or transacts business in the State of Illinois. Its registered agent is Illinois Corporation Service C, located at 801 Adlai Stevenson Drive, Springfield, Illinois 62703. (Exhibit A, Record from the Illinois Secretary of State).

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

9. MCM is licensed as a collection agency in the State of Illinois. (Exhibit B, Record from the Illinois Department of Financial and Professional Regulation).

10. MCM regularly collects or attempts to collect defaulted consumer debts on behalf of others, and is a “debt collector” as that term is defined in § 1692a(6) of the FDCPA

11. Defendant Midland Funding, LLC (“Midland”) is a Delaware limited liability company that does or transacts business in the State of Illinois. Its registered agent is Midland Credit Management, Inc., located at 1821 Walden Office Sq., Ste. 400, Schaumburg, Illinois 60173. (Exhibit C, Record from Illinois Secretary of State).

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

13. Midland holds a collection agency license from the State of Illinois. (Exhibit D, Record from Illinois Department of Financial & Professional Regulation).

14. Midland’s principal purpose is the collection of debts, as it derives all of its revenue from purchasing and recovering portfolios of defaulted receivables from consumers. *See* SEC filings, Encore Capital Group, Inc., Annual Report (Form 10-K) (Dec. 31, 2016), available at <http://investors.encorecapital.com/phoenix.zhtml?c=115920&p=irol-reportsannual> (viewed November 15, 2017).

15. Midland is thus a “debt collector” as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

16. Encore Capital Group, Inc. (“Encore”) is a Delaware Corporation. It does not maintain a registered agent in Illinois. Its registered agent and office is Corporation Service Company, located at 251 Little Falls Drive, Wilmington, DE 19808. (Exhibit E, Record from the Delaware Secretary of State).

17. Encores' SEC filing for 2017 states in part:

We purchase portfolios of defaulted consumer receivables at deep discounts to face value and manage them by working with individuals as they repay their obligations and work toward financial recovery. Defaulted receivables are consumers' unpaid financial commitments to credit originators, including banks, credit unions, consumer finance companies, commercial retailers, and telecommunication companies. Defaulted receivables may also include receivables subject to bankruptcy proceedings.

18. Encore's principal purpose is the collection of defaulted consumer debt as it derives a majority of its revenue from the collection of defaulted consumer receivables and it is thus a "debt collector" as defined in 15 U.S.C. § 1692a(6) of the FDCPA.

### **FACTUAL ALLEGATIONS**

19. According to Defendants, Plaintiff incurred several debts, including a cell phone account used for personal purposes and two credit card accounts used to purchase personal and household items ("alleged debts"). The alleged debts are thus each a "debt" as that term is defined at § 1692a(5) of the FDCPA.

20. Due to her financial circumstances, Plaintiff could not pay any of the alleged debts, and the alleged debts all went into default.

21. Midland purportedly purchased the alleged debts sometime after default.

22. MCM subsequently began collecting the debts for Midland, and caused each alleged debt to be reported on Plaintiff's TransUnion, Experian, and/or Equifax consumer credit reports.

23. On or about October 26, 2018, MCM mailed a collection letter ("Letter") to Plaintiff regarding the alleged debt. (Exhibit F, Collection Letter).

24. The Letter conveyed various information regarding the alleged debts, including an account number, the original creditor, and a current balance due, for each alleged debt.

25. Thus, the Letter was a communication as that term is defined at §1692a(2) of the FDCPA.

26. The Letter made several offers for discounted payments, which all expired on November 24, 2017, according to the Letter.

27. One of the alleged debts, allegedly owed on a Verizon Wireless account ("Verizon debt") was no longer enforceable because it was outside the applicable statute of limitations for Defendants to sue Plaintiff for the debt in Illinois.

28. The Letter states in part:

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

(Exhibit F, Letter)

29. The Verizon debt is time-barred, meaning that Defendants cannot sue Plaintiff for it.

30. The Letter states that MCM has *chosen* not to sue ("will not sue you"), instead of the true fact that it *cannot* sue as a matter of law.

31. Defendants' statement contained in MCM's Letter is materially deceptive to the unsophisticated consumer, who would believe that MCM has the option to change its mind should she not settle the alleged debt.

32. Plaintiff did not know, and the unsophisticated consumer would not know, that making a payment, or even attempting to or agreeing to make a payment, would reset the statute of limitations on the debt, permitting Defendants to sue Plaintiff for the alleged debt.

33. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (2) The false representation of—**

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

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

34. MCM made deceptive and misleading representations when it communicated to Plaintiff that Midland was opting not to sue Plaintiff, when in fact, Midland was not permitted to sue as a matter of law, in violation of 15 U.S.C. §§1692e, 1692e(2) and 1692e(10).

35. Further, MCM's Letter fails to inform Plaintiff that making a partial payment would make the debt enforceable by both Midland and MCM.

36. Plaintiff did not know, and the unsophisticated consumer would not know, that making a payment, or even attempting to or agreeing to make a payment, would reset the statute of limitations on the debt, permitting Defendants to sue Plaintiff for the alleged debt.

37. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (2) The false representation of—**

**(B) the character, amount, or legal status of any debt. . . .**

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

38. MCM made deceptive and misleading representations in violation of 15 U.S.C. §§1692e, 1692e(2) and 1692e(10) when it attempted to collect a time barred debt by inviting partial payments, without informing Plaintiff that making such payments to Midland, or even promising to make such payments, would revive the statute of limitations.

39. 15 U.S.C. § 1692f of the FDCPA provides as follows:

**Unfair practices**

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

40. MCM failed to inform Plaintiff that a payment to Midland, or partial payment, or even a promise to pay, on the alleged debt would revive the statute of limitations for enforcing the alleged debt, in violation of 15 U.S.C. § 1692f.

41. The Letter obscures the fact that the statute of limitations would restart as a matter of law and is therefore deceptive as a matter of law. *Pantoja v. Portfolio Recovery Assocs., LLC*, 852 F.3d 679, 686 (7th Cir. 2017), cert. denied, 138 S. Ct. 736, 199 L. Ed. 2d 604 (2018).

42. The Letter further states that the law limits how long a debt can appear on Plaintiff's credit report, and then states that due to the age of the debt, "we will not...report payment or non-payment of it to a credit bureau."

43. In fact, the prohibition on credit reporting is not limited to "payment or non-payment" of a debt but applies to the reporting of *all* information regarding the alleged debt.

44. Under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq., a credit bureau (consumer reporting agency) may not report "accounts placed for collection or charged to profit and loss which antedate the report by more than seven years." 15 U.S.C. §1681 c(a)(4). The 7-year period "shall begin, with respect to any delinquent account that is placed for collection (internally or by referral to a third party, whichever is earlier), charged to profit and loss, or

subjected to any similar action, upon the expiration of the 180-day period beginning on the date of the commencement of the delinquency which immediately preceded the collection activity, charged to profit and loss, or similar action.” 15 U.S.C. §1681 c(c)(1) (FCRA § 605) (emphasis added).

45. The prohibition outlined above extends to all negative aspects of a credit reporting tradeline, including but not limited to an alleged debt's status as a charged off collection account, the amount of time it has been on Plaintiff's credit report, and the listing of the type of debt as "debt buyer."

46. Often, debtors will pay or settle an account to avoid the possibility of any negative information appearing on their credit reports. For this reason, the right to credit report is a “powerful tool designed, in part, to wrench compliance with payment terms....” *Rivera v. Bank One*, 145 F.R.D. 614, 623 (D.P.R. 1993).

47. 15 U.S.C. §1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (5) The threat to take any action that cannot legally be taken or that is not intended to be taken. . . .**

48. Defendants failed to inform Plaintiff that all reporting of the Verizon debt was prohibited, in violation of 15 U.S.C. §§ 1692e, and 1692e(5), when the Letter only stated that it would not report payment or non-payment to a credit bureau due to the age of the debt.

49. The Letter further attempted to collect multiple alleged debts, instructing Plaintiff to "please see enclosed offers on your multiple accounts." (Exhibit F, Letter).



50. The Letter provided a phone number for Plaintiff to call "to save on your multiple accounts with us" and provided specific offers on each of three alleged debts, including the Verizon debt, a Credit One debt and a Comenity Capital Bank debt.

51. The Letter offered "[s]avings based on all accounts with us" and listed "Peace of Mind" as a benefit of settling.

52. MCM was making a global offer of settlement on behalf of Midland.

53. Plaintiff believed, and the unsophisticated consumer would believe, that if she accepted the settlements offered by MCM that **all** of her Midland accounts would be in good status and that she would not subsequently be sued by Midland or MCM.

54. However, Midland alleged to have owned two additional alleged debts (beyond the three referenced) originally owed to Synchrony Bank that MCM did not include in its "savings based on all accounts with us." (Exhibit G, Credit Report showing additional Synchrony Bank tradelines).

55. MCM did not list the additional accounts anywhere in the Letter.

56. Had Plaintiff agreed to the settlement offers and completed the payments on the first three debts, she would still, according to Midland, owe on two additional accounts, be subject to collection activity on those accounts, and still have those additional accounts listed as unpaid on her credit report.

57. Midland could have also sued her on the two unresolved accounts even while she was making the agreed upon payments on the first three accounts MCM listed.

58. MCM made a false representation of a global settlement to lure Plaintiff into making payments on some of the accounts in hopes of avoiding a lawsuit or further collection activity on all of the accounts.

59. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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

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

60. MCM used false, deceptive and misleading representations, in violation of 15 U.S.C. §§ 1692e, and 1692e(10), when it falsely represented that a settlement offer was global and included all accounts.

61. 15 U.S.C. § 1692f of the FDCPA provides as follows:

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

62. MCM used unconscionable means in an attempt to collect a debt, in violation of 15 U.S.C. §1692f, when it falsely represented a settlement offer as a global one, offering “Peace of Mind” when in fact, the offer was not global, and acceptance by Plaintiff would still have subjected Plaintiff to further collection activity as opposed to “Peace of Mind.”

63. Violations of the FDCPA which would lead a consumer to alter his or her course of action as to whether to pay a debt, or which would be a factor in the consumer’s decision making process, are material. *See Lox v. CDA*, 689 F.3d 818, at 827. Here, MCM's false statement that its settlement offers applied to all debts could cause her, as well as an unsophisticated consumer, to agree to begin making payments in an effort to avoid further collection activity or a potential lawsuit from Midland, when in fact payment arrangements would not have included two other outstanding alleged debts, and thus collection activity could

continue on the same. Thus, the statement “savings based on all accounts with us” is false, misleading and deceptive.

64. Midland bears the burden of monitoring the activities of those it enlists to collect debts on its behalf, including MCM. *Janetos v. Fulton Friedman & Gullace, LLP*, No. 15-1859, 2016 WL 1382174, at \*7 (7th Cir. Apr. 7, 2016).

65. Encore bears the burden of monitoring the activities of those it enlists to collect debts on its behalf, including Midland and MCM. *Janetos v. Fulton Friedman & Gullace, LLP*, No. 15-1859, 2016 WL 1382174, at \*7 (7th Cir. Apr. 7, 2016).

66. MCM’s actions in connection with the collection of the alleged debts were authorized by Midland and Encore.

67. Defendants’ collection communications are to be interpreted under the “unsophisticated consumer” standard. See, *Gammon v. GC Services, Ltd. Partnership*, 27 F.3d 1254, 1257 (7th Cir. 1994).

**COUNT I-VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq.— CLASS CLAIM**

68. Plaintiff incorporates paragraphs 1-67.

69. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (2) The false representation of—**

**(C) the character, amount, or legal status of any debt. . . .**

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

70. MCM, acting on behalf of all Defendants, made deceptive and misleading representations when it communicated to Plaintiff that Midland was opting not to sue Plaintiff, when in fact, Defendants were not permitted to sue as a matter of law, in violation of 15 U.S.C. §§1692e, 1692e(2) and 1692e(10).

71. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (2) The false representation of—**

**(D) the character, amount, or legal status of any debt. . . .**

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

72. MCM, acting on behalf of all Defendants, made deceptive and misleading representations in violation of 15 U.S.C. §§1692e, 1692e(2) and 1692e(10) when it attempted to collect a time barred debt by inviting partial payments, without informing Plaintiff that making such payments to Midland, or even promising to make such payments, would revive the statute of limitations.

73. 15 U.S.C. § 1692f of the FDCPA provides as follows:

**Unfair practices**

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

74. MCM, acting on behalf of all Defendants, failed to inform Plaintiff that a payment to Midland, or partial payment, or even a returned partial payment, on the alleged debt would revive the statute of limitations for enforcing the alleged debt, in violation of 15 U.S.C. § 1692f.

75. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), this action is brought on behalf of a class against all Defendants.

76. Exhibit F is a form letter.

77. The Class consists of (a) all persons in Illinois, (b) to whom Defendant MCM mailed the same or substantially similar form collection letter that it mailed to Plaintiff (Exhibit F), (c) for the purpose of collecting one or more alleged debts, (d) where the form letter contains the language "due to the age of this debt, we will not sue you for it" and (e) where the letter was mailed during the time period that begins on October 25, 2017 and ends on November 14, 2018.

78. Plaintiff may alter the parameters of the classes to conform to discovery.

79. On information and belief, based on the fact that debts are assigned to collection agencies in groups of debts of similar type and vintage and not individually, the classes are so numerous that joinder of all members is impracticable.

80. There are questions of law and fact common to the classes, which questions predominate over any questions affecting only individual class members. The predominant common questions include a) whether Defendant has a policy of mailing collection letters, which threaten possible litigation on a time-barred debt and which fail to inform the consumer that making a partial payment or a promise to pay would make the debt enforceable, and b) whether such a policy violates the FDCPA.

81. Plaintiff's claims are typical of the claims of the class members. All are based on the same legal and factual theories.

82. Plaintiff will fairly and adequately represent the members of the classes. Plaintiff has retained counsel experienced in the prosecution of consumer credit and debt collection claims and class actions.

83. The Class consists of more than 40 persons from whom Defendant(s) attempted to collect defaulted consumer debts, by mailing the type of Letter that was mailed to Plaintiff.

84. A class action is superior for the fair and efficient prosecution of this litigation. Classwide liability is essential to cause Defendants to stop the improper conduct. Many class members may be unaware that they have been victims of illegal conduct. Congress contemplated class actions as a means of enforcing the FDCPA.

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor and in favor of the Class, and against Defendants, for:

- a. Statutory damages;
- b. Attorney's fees, litigation expenses and costs of suit;
- c. Such other or further relief as is appropriate.

**COUNT II-VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15**  
**U.S.C. § 1692 et seq.— CLASS CLAIM**

85. Plaintiff incorporates paragraphs 1-67.

86. 15 U.S.C. §1692e of the FDCPA provides as follows:

**False or misleading representations**

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

**... (5) The threat to take any action that cannot legally be taken or that is not intended to be taken. . . .**

87. MCM, acting on behalf of all Defendants, failed to inform Plaintiff that all reporting of the Verizon debt was prohibited by Midland, in violation of 15 U.S.C. §§ 1692e, and 1692e(5) when it only stated that it would not report payment or non-payment to a credit bureau due to the age of the debt.

88. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), this action is brought on behalf of a class.

89. Exhibit F is a form letter.

90. The Class consists of (a) all persons in Illinois, (b) to whom Defendant mailed the same or substantially similar form collection letter that it mailed to Plaintiff (Exhibit F), (c) for the purpose of collecting one or more alleged debts, (d) where the form letter contains the language "[d]ue to the age of this debt..., we will not ... report payment or non-payment of it to a credit bureau" and (e) where the letter was mailed during the time period that begins on October 25, 2017 and ends on November 14, 2018.

91. Plaintiff may alter the parameters of the classes to conform to discovery.

92. On information and belief, based on the fact that debts are assigned to collection agencies in groups of debts of similar type and vintage and not individually, the classes are so numerous that joinder of all members is impracticable.

93. There are questions of law and fact common to the classes, which questions predominate over any questions affecting only individual class members. The predominant common questions include a) whether Defendant has a policy of mailing collection letters, which threaten possible credit reporting on a debt on a debt beyond the period of time permitted by the Fair Credit Reporting Act, and b) whether such a policy violates the FDCPA.

94. Plaintiff's claims are typical of the claims of the class members. All are based on the same legal and factual theories.

95. Plaintiff will fairly and adequately represent the members of the classes. Plaintiff has retained counsel experienced in the prosecution of consumer credit and debt collection claims and class actions.

96. The Class consists of more than 40 persons from whom Defendant(s) attempted to collect defaulted consumer debts, by mailing the type of Letter that was mailed to Plaintiff.

97. A class action is superior for the fair and efficient prosecution of this litigation. Classwide liability is essential to cause Defendants to stop the improper conduct. Many class members may be unaware that they have been victims of illegal conduct. Congress contemplated class actions as a means of enforcing the FDCPA.

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor and in favor of the Class, and against Defendants, for:

- a. Statutory damages;
- b. Attorney's fees, litigation expenses and costs of suit;
- c. Such other or further relief as is appropriate.

**COUNT III-VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq.— CLASS CLAIM**

98. Plaintiff incorporates paragraphs 1-67.

99. 15 U.S.C. § 1692e of the FDCPA provides as follows:

**False or misleading representations**

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



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

100. MCM, acting on behalf of all Defendants, used false, deceptive and misleading representations, in violation of 15 U.S.C. §§ 1692e, and 1692e(10), when it falsely represented that a settlement offer was global and included all accounts.

101. 15 U.S.C. § 1692f of the FDCPA provides as follows:

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

102. MCM, acting on behalf of all Defendants, used unconscionable means in an attempt to collect a debt, in violation of 15 U.S.C. §1692f, when falsely represented a settlement offer as global.

103. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), this action is brought on behalf of a class.

104. Exhibit F is a form letter.

105. The Class consists of (a) all persons in Illinois, (b) to whom Defendant mailed the same or substantially similar form collection letter that it mailed to Plaintiff (Exhibit F), (c) for the purpose of collecting more than one alleged debt owed to Midland, (d) where the form letter does not reference all of the debts asserted to be owed by the recipient to Midland (e) where the letter references "savings with all accounts with us", and (f) where the letter was mailed during the time period that begins on October 25, 2017 and ends on November 14, 2018.

106. Plaintiff may alter the parameters of the classes to conform to discovery.

107. On information and belief, based on the fact that debts are assigned to collection agencies in groups of debts of similar type and vintage and not individually, the classes are so numerous that joinder of all members is impracticable.

108. There are questions of law and fact common to the classes, which questions predominate over any questions affecting only individual class members. The predominant common questions include a) whether Defendant has a policy of mailing collection letters, which offer a global settlement "based on all accounts" but leave out at least one alleged debt, and b) whether such a policy violates the FDCPA.

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

110. Plaintiff will fairly and adequately represent the members of the classes. Plaintiff has retained counsel experienced in the prosecution of consumer credit and debt collection claims and class actions.

111. The Class consists of more than 40 persons from whom Defendant(s) attempted to collect defaulted consumer debts, by mailing the type of Letter that was mailed to Plaintiff.

112. A class action is superior for the fair and efficient prosecution of this litigation. Classwide liability is essential to cause Defendants to stop the improper conduct. Many class members may be unaware that they have been victims of illegal conduct. Congress contemplated class actions as a means of enforcing the FDCPA.

WHEREFORE, Plaintiff requests that the Court enter judgment in Plaintiff's favor and in favor of the Class, and against Defendants for:

- a. Statutory damages;
- b. Attorney's fees, litigation expenses and costs of suit;
- c. Such other or further relief as is appropriate.

**JURY DEMAND**

Plaintiff demands trial by jury.

By: s/Mario K. Kasalo

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By: s/Michael J. Wood

Michael Wood

Celetha Chatman

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Ph: (312) 757-1880

Fx: (312) 265-3227

mwood@communitylawyersgroup.com

cchatman@communitylawyersgroup.com

**NOTICE OF LIEN AND ASSIGNMENT**

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

By: s/Mario K. Kasalo

By: s/Michael J. Wood

# **EXHIBIT A**

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

<b>File Number</b>	57091258		
<b>Entity Name</b>	MIDLAND CREDIT MANAGEMENT, INC.		
<b>Status</b>	ACTIVE		
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	FOREIGN BCA
<b>Qualification Date (Foreign)</b>	12/08/1992	<b>State</b>	KANSAS
<b>Agent Name</b>	ILLINOIS CORPORATION SERVICE C	<b>Agent Change Date</b>	07/18/2007
<b>Agent Street Address</b>	801 ADLAI STEVENSON DRIVE	<b>President Name &amp; Address</b>	ASHISH MASH 3111 CAMINO DEL RIO N #1300 SAN DIEGO CA 92108
<b>Agent City</b>	SPRINGFIELD	<b>Secretary Name &amp; Address</b>	GREG CALL SAME
<b>Agent Zip</b>	62703	<b>Duration Date</b>	PERPETUAL
<b>Annual Report Filing Date</b>	00/00/0000	<b>For Year</b>	2018

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# **EXHIBIT B**

License Details x

Illinois Department of Financial and Professional Regulation

## Contact

## Contact Information

Name	City/State/Zip	DBA
MIDLAND CREDIT MANAGEMENT INC	San Diego, CA 92108	

## License

## License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
017020397	LICENSED COLLECTION AGENCY	ACTIVE	07/20/1999	06/01/2018	05/31/2021	N

## Other Licenses

## Other Licenses

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
009000513	LICENSED COLLECTION AGENCY BRANCH OFFICE	NOT RENEWED	05/11/1998	05/11/1998	05/31/2000	N
009000954	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	10/07/2005	06/01/2018	05/31/2021	N
009001323	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	10/25/2012	06/01/2018	05/31/2021	N
009001324	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	10/25/2012	06/01/2018	05/31/2021	N
009001386	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	09/26/2013	06/01/2018	05/31/2021	N
009001404	LICENSED COLLECTION AGENCY BRANCH OFFICE	CLOSED	12/12/2013	12/12/2013	05/31/2015	N
009001405	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	12/12/2013	06/01/2018	05/31/2021	N
009001426	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	03/06/2014	06/01/2018	05/31/2021	N
009001541	LICENSED COLLECTION AGENCY BRANCH OFFICE	ACTIVE	09/22/2015	06/01/2018	05/31/2021	N

# **EXHIBIT C**



## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE

**LLC FILE DETAIL REPORT**

File Number	02436353		
Entity Name	MIDLAND FUNDING LLC		
Status	ACTIVE	On	12/20/2017
Entity Type	LLC	Type of LLC	Foreign
File Date	01/14/2008	Jurisdiction	DE
Agent Name	MIDLAND CREDIT MANAGEMENT, INC	Agent Change Date	09/15/2017
Agent Street Address	1821 WALDEN OFFICE SQ STE 400	Principal Office	3111 CAMINO DEL RIO N, #103 SAN DIEGO, CA 92108
Agent City	SCHAUMBURG	Managers	<a href="#">View</a>
Agent Zip	60173	Duration	PERPETUAL
Annual Report Filing Date	12/20/2017	For Year	2018
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

Purchase Certificate of Good Standing  
(One Certificate per Transaction)

**OTHER SERVICES**

# **EXHIBIT D**

License Details

x



Illinois Department of Financial and Professional Regulation

Contact

Contact Information

Name	City/State/Zip	DBA
MIDLAND FUNDING LLC	San Diego, CA 92108	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
017021204	LICENSED COLLECTION AGENCY	ACTIVE	11/25/2008	06/04/2018	05/31/2021	N

[Print](#) [Close](#)

10/24/2018 3:44:12 PM

# **EXHIBIT E**

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Entity Details

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**THIS IS NOT A STATEMENT OF GOOD STANDING**

<u>File Number:</u>	3034002	<u>Incorporation Date / Formation Date:</u>	4/29/1999 (mm/dd/yyyy)
<u>Entity Name:</u>	ENCORE CAPITAL GROUP, INC.		
<u>Entity Kind:</u>	Corporation	<u>Entity Type:</u>	General
<u>Residency:</u>	Domestic	State:	DELAWARE

**REGISTERED AGENT INFORMATION**

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

# **EXHIBIT F**

**PLEASE SEE ENCLOSED OFFERS ON  
YOUR MULTIPLE ACCOUNTS.**



10-25-2017

Darlene P Vlastelica

P7T270 001



**CALL  
(800) 321-3809**  
now to save on your  
multiple accounts with us.

Dear Darlene,

Because you have multiple accounts with us you may qualify for special discounts. Call us today at (800) 321-3809 to discuss the details of your accounts, and the options available to you.

Take care of your finances in 3 easy steps:

1. Review all of the enclosed offers
2. Determine which options work best for you
3. Call, click, or mail to begin your repayment

If you'd like to discuss your options, please call us at (800) 321-3809. When you call, one of our Account Managers will help find a solution that is best suited to you.

**Act now to maximize your savings and put these debts behind you.**

**IMPORTANT: The following disclosure applies ONLY to the following account numbers and does not apply to any other account(s) included within this enclosure:**  
8547968902

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

Sincerely,

*Tim Bolin*

Tim Bolin, Division Manager

**BENEFITS**

- Customized discounts based on each account
- Savings based on all accounts with us
- Peace of mind

**Please thoroughly review each of the enclosed documents regarding the status of each of your accounts. Each document contains important details specifically relevant to each of your individual accounts.**



**Call**  
(800) 321-3809



**Click**  
[www.midlandcreditonline.com](http://www.midlandcreditonline.com)



**Mail Payments**  
See details below

**Hours of Operation**  
Sun-Th: 5am-9pm PT, Fri-Sat:  
5am-4:30pm PT;

**IMPORTANT NOTICE:** If you are mailing your payments, please take the following steps to ensure that your payments are processed in a timely manner.

1. Use one check per account
2. Attach the correct payment coupon with each individual corresponding check





Midland Credit Management, Inc.

2365 Northside Drive  
San Diego, CA 92108

Original Creditor	Verizon Wireless
Original Account Number	058048936200001
MCM Account Number	8547968902
Current Balance	\$888.18
Current Owner	Midland Funding LLC

10-25-2017

Darlene P Vlastelica

P7T270 001



You are pre-approved for a 60% discount!  
Call (800) 321-3809

Choose The Option That Works For You.

RE Verizon Wireless

Dear Darlene,

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) 321-3809. Pay online today at [www.midlandcreditonline.com](http://www.midlandcreditonline.com).

Option 1: 60% OFF  
Payment Due Date: 11-24-2017

You Pay Only  
\$355.27

Option 2: 20% OFF  
First Payment Due Date: 11-24-2017

6 Monthly Payments of Only  
\$118.42

Option 3: Monthly Payments As Low As:  
† Call today to discuss your options and get more details.

\$50 per month†

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

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

Benefits of Paying!

- > Save up to \$532.91
- > Offer Expiration date: 11-24-2017

CALL US TODAY!  
(800) 321-3809

We are not obligated to renew any offers provided.

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



(800) 321-3809



midlandcreditonline.com



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

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number 8547968902  
Current Balance \$888.18

Total Enclosed \$ .

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



Manage Your Account Online  
midlandcreditonline.com

Important Payment Information

Make checks payable to:  
Midland Credit Management  
Enter your MCM Account # on all payments

(800) 321-3809

se habla espanol  
(888) 422-5178



**Important Disclosure Information**

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

To report any inaccuracies or to dispute this debt, please call (800) 321-3809  
 Calls to and/or from this company may be monitored or recorded.

**Basic Information**

Original Creditor	Verizon Wireless	MCM Account Number	8547968902
Original Account Number	058048936200001	Charge-Off Date	02-20-2010
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

**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>For disputes call (800) 321-3809 or write to:</u>                  Attn: Consumer Support Services                  2365 Northside Drive                  Suite 300                  San Diego, CA 92108</p>	<p><u>Physical Payments for Colorado Residents:</u>                  80 Garden Center                  Suite 3                  Broomfield, CO 80020                  Phone (303) 920-4763</p>
--	--	--

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

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

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.





10-25-2017

Darlene P Vlastelica

P7T270 001



	Credit One Bank, N.A.
Original Account Number	4447962283655953
MCM Account Number	8574629207
Current Balance	\$768.82
Current Owner	Midland Funding LLC

You are pre-approved for a 40% discount!  
Call (800) 321-3809

Choose The Option That Works For You.

RE Credit One Bank, N.A.

Dear Darlene,

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) 321-3809. Pay online today at [www.midlandcreditonline.com](http://www.midlandcreditonline.com).

- |  |                                 |
|--|---------------------------------|
| <b>Option 1: 40% OFF</b><br>Payment Due Date: 11-24-2017 | You Pay Only<br><b>\$461.29</b> |
|--|---------------------------------|
- |  |   |
|--|---|
| <b>Option 2: 20% OFF</b><br>First Payment Due Date: 11-24-2017 | 6 Monthly Payments of Only<br><b>\$102.51</b> |
|--|---|
- |  |                        |
|--|------------------------|
| <b>Option 3: Monthly Payments As Low As:</b><br>† Call today to discuss your options and get more details. | <b>\$50 per month†</b> |
|--|------------------------|

### Benefits of Paying!

- Save up to \$307.53
- Offer Expiration date: 11-24-2017

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

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

We are not obligated to renew any offers provided.

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



**(800) 321-3809**



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



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

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number 8574629207  
Current Balance \$768.82

Total Enclosed \$ .

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

**Manage Your Account Online**  
[midlandcreditonline.com](http://midlandcreditonline.com)

### Important Payment Information

**Make checks payable to:**  
Midland Credit Management  
Enter your MCM Account # on all payments

**(800) 321-3809**

se habla espanol  
(888) 422-5178



**Important Disclosure Information.**

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

**To report any inaccuracies or to dispute this debt, please call (800) 321-3809  
Calls to and/or from this company may be monitored or recorded.**

**Basic Information**

Original Creditor	Credit One Bank, N.A.	MCM Account Number	8574629207
Original Account Number	4447962283655953	Charge-Off Date	11-20-2016
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

**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>For disputes call (800) 321-3809 or write to:</u> Attn: Consumer Support Services 2365 Northside Drive Suite 300 San Diego, CA 92108</p>	<p><u>Physical Payments for Colorado Residents:</u> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763</p>
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If your payment method is a credit or debit card, it may be processed through our international card processor. Although our policy is to not charge consumers fees based upon their payment method, your card issuer may elect to do so due to the location of the card processor. If an international transaction fee has been charged by your card issuer, that fee is eligible for reimbursement. You may contact your Account Manager to modify your payment method to avoid these charges in the future and for information to initiate your reimbursement.

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

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.





Midland Credit Management, Inc.

2365 Northside Drive  
San Diego, CA 92108

Comenity Capital Bank	
Original Account Number	5780979584805725
MCM Account Number	8574171026
Current Balance	\$761.67
Current Owner	Midland Funding LLC

10-25-2017

Darlene P Vlastelica

P7T270 001



You are pre-approved for a 40% discount!  
Call (800) 321-3809

### Choose The Option That Works For You.

RE Comenity Capital Bank Hsn

Dear Darlene,

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) 321-3809. Pay online today at [www.midlandcreditonline.com](http://www.midlandcreditonline.com).

**Option 1: 40% OFF**  
Payment Due Date: 11-24-2017

You Pay Only  
**\$457.00**

**Option 2: 20% OFF**  
First Payment Due Date: 11-24-2017

6 Monthly Payments of Only  
**\$101.56**

**Option 3: Monthly Payments As Low As:**  
† Call today to discuss your options and get more details.

**\$50 per month†**

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

### Benefits of Paying!

- Save up to \$304.67
- Offer Expiration date: 11-24-2017

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

We are not obligated to renew any offers provided.

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



**(800) 321-3809**



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



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

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

MCM Account Number 8574171026  
Current Balance \$761.67

Total Enclosed

\$ .

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



**Manage Your Account Online**  
[midlandcreditonline.com](http://midlandcreditonline.com)

### Important Payment Information

**Make checks payable to:**  
Midland Credit Management  
Enter your MCM Account # on all payments

**(800) 321-3809**

se habla espanol  
(888) 422-5178



**Important Disclosure Information**

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

To report any inaccuracies or to dispute this debt, please call (800) 321-3809  
 Calls to and/or from this company may be monitored or recorded.

**Basic Information**

Original Creditor	Comenity Capital Bank	MCM Account Number	8574171026
Original Account Number	5780979584805725	Charge-Off Date	10-16-2016
Current Creditor <i>The sole owner of this debt</i>	Midland Funding LLC	Current Servicer	Midland Credit Management, Inc.

**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>For disputes call (800) 321-3809 or write to:</u>                  Attn: Consumer Support Services                  2365 Northside Drive                  Suite 300                  San Diego, CA 92108</p>	<p><u>Physical Payments for Colorado Residents:</u>                  80 Garden Center                  Suite 3                  Broomfield, CO 80020                  Phone (303) 920-4763</p>
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If your payment method is a credit or debit card, it may be processed through our international card processor. Although our policy is to not charge consumers fees based upon their payment method, your card issuer may elect to do so due to the location of the card processor. If an international transaction fee has been charged by your card issuer, that fee is eligible for reimbursement. You may contact your Account Manager to modify your payment method to avoid these charges in the future and for information to initiate your reimbursement.

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

**IF YOU LIVE IN MASSACHUSETTS, THIS APPLIES TO YOU: NOTICE OF IMPORTANT RIGHTS:** You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to MCM.

**IF YOU LIVE IN MINNESOTA, THIS APPLIES TO YOU:** This collection agency is licensed by the Minnesota Department of Commerce.

**IF YOU LIVE IN NEW YORK CITY, THIS APPLIES TO YOU:** New York City Department of Consumer Affairs License Number 1140603, 1207829, 1207820, 1227728, 2022587, 2023151, 2023152, 2027429, 2027430, 2027431

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, and #3777, #111895, and #112039. Midland Credit Management, Inc. 2365 Northside Drive, Suite 300, San Diego, CA 92108

**IF YOU LIVE IN TENNESSEE, THIS APPLIES TO YOU:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

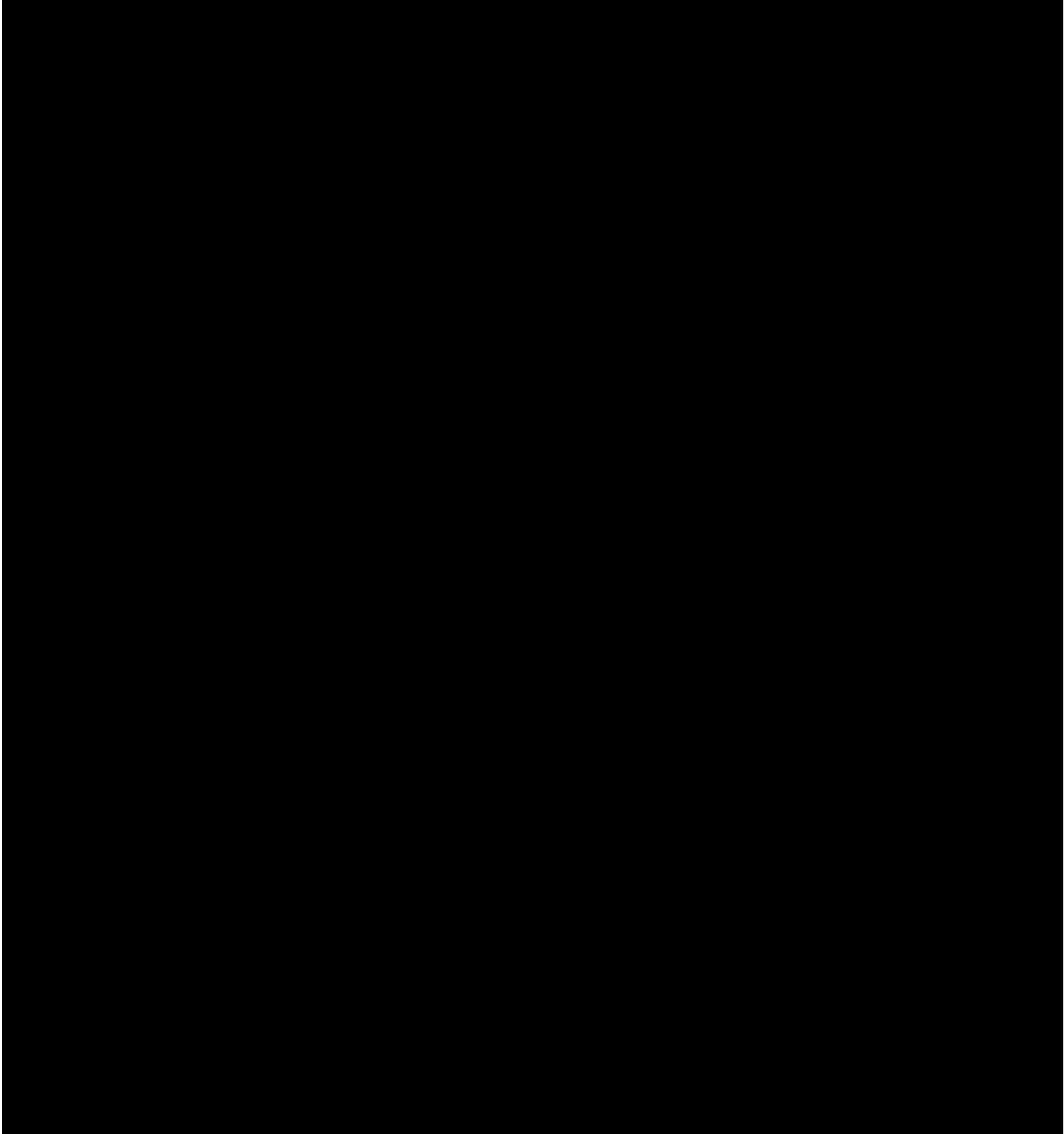
# **EXHIBIT G**



 Close window

**DARLENE VLASTELICA**

[Contact us](#)



**MIDLAND FUNDING**

**Address:**

2365 NORTHSIDE DR # 300  
SAN DIEGO, CA 92108  
(800) 265-8825

**Account Number:**

857478....

**Original Creditor:**

SYNCHRONY BANK

**Address Identification Number:**

0422810777

**Status:** Collection account. \$868 past due as of Oct 2017.

**Status Details:** This account is scheduled to continue on record until Mar 2023.

**Date Opened:**

12/2016

**Type:**

Debt Buyer

**Credit Limit/Original Amount:**

\$868

**Reported Since:**

05/2017

**Terms:**

1 Months

**High Balance:**

NA

**Date of Status:**

06/2017

**Monthly Payment:**

\$0

**Recent Balance:**

\$868 as of 10/2017

**Last Reported:**

10/2017

**Responsibility:**

Individual

**Recent Payment:**

\$0

**Payment History:**



2017  
 OCT SEP AUG JUL JUN MAY  
 C C C C C C

**Account History:**

Collection as of May 2017 to Oct 2017

**Balance History** - The following data will appear in the following format:

*account balance / date payment received / scheduled payment amount / actual amount paid*

Sep 2017: \$868 / no data / Unknown / Unknown  
 Aug 2017: \$868 / no data / Unknown / Unknown  
 Jul 2017: \$868 / no data / Unknown / Unknown  
 Jun 2017: \$868 / no data / Unknown / Unknown  
 May 2017: \$868 / no data / Unknown / Unknown

The original amount of this account was \$868

**MIDLAND FUNDING**

**Address:** 2365 NORTHSIDE DR # 300  
 SAN DIEGO, CA 92108  
 (800) 265-8825

**Account Number:** 857479....

**Original Creditor:** SYNCHRONY BANK

**Address Identification Number:**  
 0422810777

**Status:** Collection account. \$995 past due as of Oct 2017.

**Status Details:** This account is scheduled to continue on record until Feb 2023.

**Date Opened:** 12/2016  
**Reported Since:** 05/2017  
**Date of Status:** 06/2017  
**Last Reported:** 10/2017

**Type:** Debt Buyer  
**Terms:** 1 Months  
**Monthly Payment:** \$0  
**Responsibility:** Individual

**Credit Limit/Original Amount:** \$995  
**High Balance:** NA  
**Recent Balance:** \$995 as of 10/2017  
**Recent Payment:** \$0

**Payment History:**

2017  
 OCT SEP AUG JUL JUN MAY  
 C C C C C C

**Account History:**

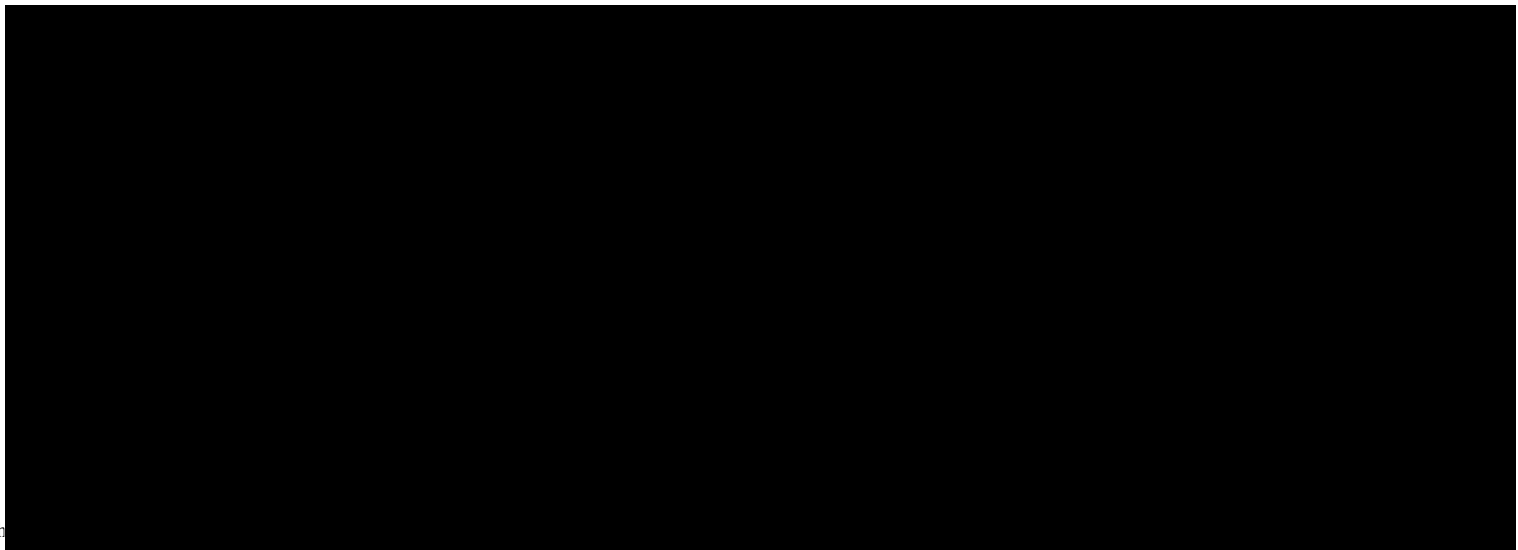
Collection as of May 2017 to Oct 2017

**Balance History** - The following data will appear in the following format:

*account balance / date payment received / scheduled payment amount / actual amount paid*

Sep 2017: \$995 / no data / Unknown / Unknown  
 Aug 2017: \$995 / no data / Unknown / Unknown  
 Jul 2017: \$995 / no data / Unknown / Unknown  
 Jun 2017: \$995 / no data / Unknown / Unknown  
 May 2017: \$995 / no data / Unknown / Unknown

The original amount of this account was \$995



CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Darlene Vlastelica, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Law Office of M. Kris Kasalo, Ltd. 20 N. Clark St, Ste 3100 Chicago, IL 60602 tele 312-726-6160

DEFENDANTS

Midland Credit Management, Inc., Midland Funding, LLC, and Encore Capital Group, Inc.

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

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

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

15 U.S.C. 1692 et seq. (Fair Debt Collection Practices Act)

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

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

IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box) Is not a refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE October 25, 2018

SIGNATURE OF ATTORNEY OF RECORD s/ Mario Kasalo

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Debt Collectors Sued Over Allegedly Misleading Representations](#)

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