IN THE UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

KAREN WIITANEN, individually)
And on behalf of other persons)
similarly situated,) Case No. 17-cv- 534
Plaintiff,)
V.)
)
MIDLAND FUNDING LLC;)
MIDLAND CREDIT)
MANAGEMENT, INC.;)
ENCORE CAPITAL GROUP, INC.;)
and WELTMAN, WEINBERG &)
REIS CO., L.P.A.,)
Defendants.)) JURY TRIAL DEMANDED

COMPLAINT – CLASS ACTION

INTRODUCTION

1. Plaintiff Karen Wiitanen, a visually impaired person, brings this action, individually and on behalf of other persons similarly situated, against Defendant Midland Funding LLC, Midland Credit Management, Inc., Encore Capital Group, Inc., (collectively the "Midland Defendants"), and Weltman, Weinberg & Reis Co., L.P.A. in that despite being enjoined by the Government nevertheless filed a time barred state court lawsuit against Plaintiff, and the debt was previously settled in full years prior to the state court lawsuit being filed against Plaintiff.

2. Defendants violated the Fair Debt Collection Practices Act, ("FDCPA") and mirror state law, the Michigan Regulation of Collection Practices Act, M.C.L. § 445.251, et seq., ("MRCPA"), in attempting to collect a debt to file a debt collection lawsuit in state court against Plaintiff that was time barred.

JURISDICTION AND VENUE

This Court has jurisdiction under 28 U.S.C. § 1331 (Federal Question), 15 U.S.C.
 §1692k (FDCPA), 28 U.S.C. § 1367(a) (supplemental jurisdiction).

4. Venue and personal jurisdiction over Defendants in this District is proper because:

a. Plaintiff resides in the District; and

b. Defendants caused to be filed the subject lawsuit against Plaintiff within Ionia County located within the District.

PARTIES

Plaintiff is a natural person who resides Ionia County located within this District.
 Plaintiff is visually impaired and receives social security benefits.

6. Midland Funding, LLC is a wholly-owned subsidiary of Encore Capital Group, Inc.

 Midland Credit Management, Inc. is a wholly-owned subsidiary of Encore Capital Group, Inc.

8. Midland Funding is engaged in the business of taking title to charged-off consumer debts, including credit card, auto deficiency and telecom receivables purchased from national financial institutions, major retail credit corporations, telecom companies and resellers of such portfolios. (Encore's SEC filing on form 10-Q, Aug. 8, 2008).

9. Midland Funding frequently files state civil lawsuits to collect debts using affidavits that state that Midland Credit Management, Inc. is the servicer of the debt account.

10. Encore's webpage has stated that, "Encore Capital Group is a leading provider of debt management and recovery solutions for consumers and property owners across a broad

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range of assets. Through its subsidiaries, the company purchases portfolios of consumer receivables from major banks, credit unions, and utility providers, and partners with individuals as they repay their obligations and work toward financial recovery."

11. Encore's webpage has stated that, "If you are one of our consumers, you probably know us as Midland Credit Management. Midland Credit Management is an Encore Capital Group subsidiary [.]" * * * "If you have received a letter or phone call from us, seen our name on your credit report, or received a letter or phone call from a law firm or collection agency acting on our behalf, it means that your obligation (credit card, auto loan, consumer loan, home or cell phone bill, student loan) to a lender is now your obligation to Midland, as a result of our agreement with that lender. Please give us a call or log into our site to create a repayment arrangement or discuss the status of your account."

12. According to Encore's November 1, 2012 10-Q filing with the SEC:

Encore Capital Group, Inc. ("Encore"), through its subsidiaries (collectively, the "Company") * * * purchases portfolios of defaulted consumer receivables and manages them by partnering 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, auto finance companies, and telecommunication companies, which the Company purchases at deep discounts.

Id., p. 5.

13. Defendants "Midland, MCM . . . are wholly-owned subsidiaries of Encore Capital and share common officers and directors with Encore Capital. Midland and MCM operate in concert with one another, and under the direct supervision and control of Encore Capital, to purchase and collect Consumer Debt on a massive scale." *In the Matter of: Encore Capital Group, Inc., Midland Funding, LLC, Midland Credit Management, Inc., et al.*, 2015-CFPB-0022,

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Doc. 1, Consent Order, p. 5 (CFPB Sept. 9, 2015) *available at* http://files.consumerfinance.gov/f/201509 cfpb consent-order-encore-capital-group.pdf.

14. Encore Capital Group Midland Funding, LLC, and Midland Credit Management, Inc., each are a "debt collector" under the FDCPA as they each are "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts" under 15 U.S.C. § 1692a(6). *See Herkert v. MRC Receivables Corp.*, 655 F. Supp. 2d 870, 880 (N.D. Ill 2009); *see also Miller v. Midland Credit Mgmt., Inc.*, 621 F. Supp. 2d 621, 634-35 (N.D. Ill. 2009); *see also Hernandez v. Midland Credit Mgmt., Inc.*, No. 04 C 7844, 2007 U.S. Dist. LEXIS 16054, 2007 WL 2874059, at *14-16 (N.D. Ill. Sept. 25, 2007); *see also Jackson v. Midland Funding, LLC*, 754 F. Supp. 2d 711, 715 n. 5 (D. N.J. 2010) *aff* d 468 Fed. Appx. 123; 2012 U.S. App. LEXIS 3025 (3d Cir. 2012) (unpublished).

15. Weltman, Weinberg & Reis Co., L.P.A. regularly files state court lawsuits seeking to collect a debt that is in default at the time of the filing of the lawsuit on behalf of its clients and therefore is a debt collector. *See Heintz v. Jenkins*, 514 U.S. 291, 299 (1995); *Carpenter v. Monroe Fin. Recovery Group, LLC*, 119 F. Supp. 3d 623, 630 (E.D. Mich. 2015); *see also Glazer v. Chase Home Fin. LLC*, 704 F.3d 453, 461 (6th Cir. 2013); *see also Kistner v. Law Office of Michael P. Margelefsky, LLC*, 518 F.3d 433, 438 (6th Cir. 2008).

16. Weltman, Weinberg & Reis Co., L.P.A. a "regulated person" under the MCPA. *Carpenter v. Monroe Fin. Recovery Group, LLC*, 119 F. Supp. 3d 623, 630 (E.D. Mich. 2015); *see Misleh v. Timothy E. Baxter & Assocs.*, 786 F. Supp. 2d 1330, 1338 (E.D. Mich. 2011); MCL 445.251(g)(xi) (includes within the definition of "regulated person" an "attorney handling claims and collection on behalf of a client and in the attorney's own name.")

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17. Defendant Midland Funding LLC uses one or more instrumentality of interstate commerce or the mails in a business where its principal purpose is the collection of debts.

18. Defendant Midland Credit Management, Inc. uses one or more instrumentality of interstate commerce or the mails in a business where its principal purpose is the collection of debts.

19. Defendant Encore Capital Group, Inc. uses one or more instrumentality of interstate commerce or the mails in a business where its principal purpose is the collection of debts.

20. Defendant Weltman, Weinberg & Reis Co., L.P.A. uses one or more instrumentality of interstate commerce or the mails in a business where its principal purpose is the collection of debts.

FACTS

21. According to Dell Inc.'s 10-Q SEC filing on 12/3/12, "Dell" is Dell Inc. individually and together with its consolidated subsidiaries, and:

Dell offers or arranges various financing options and services for its business and consumer customers in the U.S. and Canada through Dell Financial Services ("DFS"). DFS's key activities include the origination, collection, and servicing of customer receivables primarily related to the purchase of Dell products and services.

Id., p. 12.

* * *

Dell makes credit decisions based on proprietary scorecards, which include the customer's credit history, payment history, credit usage, and other credit agency-related elements.

Id., p. 15. * * *

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Dell transfers certain U.S. customer financing receivables to Special Purpose Entities ("SPEs") which meet the definition of a Variable Interest Entity ("VIE") and are consolidated into Dell's Condensed Consolidated Financial Statements.

Id., p. 16.

22. On or around May of 2007, Plaintiff first purchased a Dell computer for personal use and made subsequent personal purchases thereafter.

23. In conjunction with Plaintiff's order and each subsequent order, Dell Inc., agreed to provide goods to Plaintiff and through that same transaction with Dell Inc., Plaintiff's purchase of goods was financed.

24. This financing process is similar to those done by an automobile dealership, where the dealership sells the good and arranges financing for the buyer.

25. On information and belief, Dell placed the financing of Plaintiff's purchase for goods with Dell Financial Services LLC ("DFS") and per DFS' agreement with CIT Bank, within two days from the date of the loan's origination CIT transferred title of the loan back to DFS.

26. On information and belief, DFS then placed the loan in a special purpose entity that then transferred the loan to another entity that DFS had an interest in through its related entities and partners, including Dell Inc.

27. DFS then serviced the loan and caused to be sent to Plaintiff at least one monthly billing statement.

28. Plaintiff made at least one monthly payment directly to DFS for the benefit of Dell, Inc., for her financed purchases.

29. No debtor – creditor relationship existed between Plaintiff and CIT Bank. Plaintiff did not have any direct contact with CIT Bank.

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30. Upon information and belief, CIT Bank sold accounts, including Plaintiff's account, to WebBank. DFS was the servicer of the accounts for both CIT Bank and WebBank.

31. No payment was made by Plaintiff in relation to the amount financed for her Dell purchase on or after December 21, 2011.

32. At a point in time before May 31, 2011, Plaintiff was in default.

33. On information and belief, on or around October 17, 2017, the subject debt was automatically initially charged off.

34. To the best of Plaintiff's recollection, on or around December 2011, she paid \$1,000 to settle the subject account in full.

35. At some point in time, DFS, as a part of a portfolio of nonperforming account receivables, sold Plaintiff's debt to Midland Funding, LLC.

36. On June 13, 2016, Plaintiff was sued in the case captioned, <u>Midland Funding LLC</u> <u>v. Karen Wiitanen</u>, 16-0874-GC, in the State of Michigan, 64-A Judicial District (the "state court matter").

37. A redacted true and correct copy of that complaint in the state court matter and all of the attachments is attached hereto as (Exhibit A).

38. Defendants Midland Funding LLC, Midland Credit Management, Inc., Encore Capital Group, Inc., entered into a Consent Order in Administrative Proceeding File No 2015-CFPB-0022, *In the Matter of: Encore Capital Group, Inc., Midland Funding, LLC, Midland Credit Management, Inc., et al.*

39. The Consent Order states, in relevant part:

Encore, Encore's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Consent Order, whether acting directly or indirectly, are permanently restrained and prohibited from:

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a. Collecting or attempting to collect any Time-Barred Debt through litigation or arbitration[.]

In the Matter of: Encore Capital Group, Inc., Midland Funding, LLC, Midland Credit Management, Inc., et al., 2015-CFPB-0022, Doc. 1, Consent Order, p. 38 (CFPB Sept. 9, 2015).

40. Defendant Encore was ordered to require that new and renewed contracts with law firms mandate that the law firm had a duty to alert Encore when there was an "assertion that the suit was filed outside of the applicable statute of limitations." *In the Matter of: Encore Capital Group, Inc., Midland Funding, LLC, Midland Credit Management, Inc., et al.*, 2015-CFPB-0022, Doc. 1, Consent Order, pp. 38-43 (CFPB Sept. 9, 2015).

41. Despite being enjoined by the Government, Encore, the Midland entities and their attorneys still file time barred lawsuits against consumer in Michigan, even on a debt approximately 9 years in default, *e.g. Ford v. Midland Funding, LLC et al.*, 16-cv-12612-TBG-SDD (E.D. Mich.) (Berg, J.).

42. Ms. Wiitanen, though her attorney filed an Answer, as amended on August 5, 2016, in which she raised as an affirmative defense, "accord and satisfaction" and that the "claims are barred by the applicable statute of limitations." (Exhibit B).

43. On August 5, 2016, Midland Funding, LLC, though Weltman, Weinberg & Reis, filed a Motion for Summary Disposition under MCR 2.116 (C) (9) and (10) and a brief in support. (Exhibit C).

44. On September 12, 2016, at a hearing on the pending motions before the state court, the state court judge dismissed the matter without prejudice, (Exhibit D), over Ms. Wiitanen's counsel's objection. (Exhibit E).

45. Plaintiff has suffered actual financial damages as a result of the state court matter being filed against her.

COUNT I – TIME BARRED COLLECTION LAWSUIT CLASS CLAIM

46. Plaintiff incorporates paragraphs 1-45 above.

15 U.S.C § 1692e, in pertinent part, provides:

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. . . .

* * *

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

* * *

(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.

47. The FDCPA broadly prohibits unfair or unconscionable collection methods including filing suit on a time barred debt. See e.g. *Murray v. CCB Credit Services, Inc.*, 04 C 7456, 2004 U.S. Dist. LEXIS 25361, 2004 WL 2943656, at *2 (N.D. Ill. Dec. 15, 2004) ("[A] violation of the FDCPA occurs if the attempt to collect the time-barred debt is accompanied by a threat to sue, or if litigation has actually begun."); *Walker v. Cash Flow Consultants, Inc.*, 200 F.R.D. 613, 616 (N.D. Ill. 2001); *Kimber v. Federal Financial Corp.*, 668 F. Supp. 1480 (M.D. Ala. 1987). Therefore, Plaintiff and the class members have a legal substantive right of not being sued on a time barred debt.

48. Defendants' conduct likewise violated MCL 445.252(e) and MCL 445.252(f)(ii).

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49. Defendants' conduct for the purpose of the state law claim was willful.

50. The subject debt and all debts like it that were incurred for purchases from Dell where Dell arranged the financing, were subject to the Uniform Commercial Code, and therefore subject to a 4-year statute of limitations.

51. Defendants' conduct related to the state court matter violated 15 U.S.C §§ 1692e(2)(A), e(5) and e(10).

52. In defending the state court matter, Plaintiff incurred out of pocket actual damages.

CLASS ALLEGATIONS

53. A complaint need not define the class rather, "the obligation to define the class falls on the judge's shoulders" who may ask the parties' assistance. *Chapman v. First Index, Inc.*, 796 F.3d 783, 785 (7th Cir. 2015) (*citing* Fed. R. Civ. P. 8(a); Fed. R. Civ. P. 23(c)(1); *Kasalo v. Harris & Harris, Ltd.*, 656 F.3d 557, 563 (7th Cir. 20011).

54. On information and belief, the class is so numerous that joinder of all members is impractical. Plaintiff alleges on information and belief that there are more than 40 similarly situated persons as Plaintiff who were sued on a time barred debt originating with the same creditor.

55. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. The predominant common question is whether Plaintiff and the class members were sued on a time barred debt.

56. Plaintiff will fairly and adequately protect the interests of the class. Plaintiff has retained legal counsel experienced in handling class actions brought under the FDCPA.

57. A class action is an appropriate method for the fair and efficient adjudication of

this controversy.

COUNT II – ATTEMPTING TO COLLECT A DEBT NOT OWED INDIVIDUAL CLAIM

- 58. Plaintiff incorporates paragraphs 1-45 above.
- 59. 15 U.S.C § 1692e, in pertinent part, provides:

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. . . .

* * *

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

* * *

(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. Defendants' conduct likewise violated MCL 445.252(e) and MCL 445.252(f)(ii).

61. Defendants' conduct for the purpose of the state law claim was willful.

WHEREFORE, Plaintiff requests that the Court to enter an order that this matter may proceed as a class action, appoint Plaintiff as the class representative and enter any incentive award deemed reasonable by the Court for Plaintiff's services as the class representative, find Defendants each to have violated the FDCPA and MRCPA enter a judgment in favor of Plaintiff and a certified class for statutory damages, actual damages and attorney's fees and costs of suit as allowed by the FDCPA and the MRCPA, along with injunctive relief under the MRCPA.

Respectfully submitted,

<u>s/ Curtis C. Warner</u> Curtis C. Warner

Curtis C. Warner (P59915) WARNER LAW FIRM, LLC 350 S. Northwest HWY, Ste. 300 (847) 701-5290 (TEL) cwarner@warner.legal

B. Thomas Golden (P70822) GOLDEN LAW OFFICES, P.C. 21860 W. Main St., P.O. Box 9 Lowell, MI 49331 (616) 897-2900 (TEL) btg@bthomasgolden.com

JURY DEMAND

Plaintiff demands a trial by jury.

Respectfully submitted,

<u>s/ Curtis C. Warner</u> Curtis C. Warner

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EXHIBIT A

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MC 01 (5/15) SUMMONS AND COMPLAINT MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR

DEFENDANT

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STATE OF MICHIGAN IN THE 64A JUDICIAL DISTRICT COURT

MIDLAND FUNDING LLC

Original Creditor: WEBBANK

Plaintiff

vs.

Case No.

KAREN WIITANEN

Defendant

Weltman, Weinberg & Reis Co., L.P.A. By: Christopher B. Best, P77875

Attorneys for Plaintiff 2155 BUTTERFIELD DR, SUITE 200 Troy, MI 48084 (248) 362-6100 FAX: 248-786-3197 DETATTY@WELTMAN.COM

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There is no other pending or resolved civil action arising of the same transaction or occurrence at issue in this complaint.

COMPLAINT

1. The Plaintiff is the owner of the within credit card account through Purchase, bearing account number 2068.

2. By use of the account, the Defendant became bound by the terms in the CREDIT CARD agreement. The existence of this debt is established in the exhibit attached hereto as Exhibit A.

3. The Plaintiff has exercised its rights pursuant to the terms of said Agreement to accelerate the time for payment of the entire balance due and owing by the Defendant to the Plaintiff.

4. That there is now due and owing to Plaintiff by Defendant, the sum of \$1033.24 on said credit card agreement.

5. Although demand has been made upon the Defendant to liquidate the balance due and owing, the Defendant failed to do so.

Case 1:17-cv-00534 ECF No. 1-1 filed 06/13/17 PageID.16 Page 4 of 32

Wherefore, Plaintiff prays that this Honorable Court enter a Judgment in favor of Plaintiff and against Defendant in the amount of \$1033.24 plus costs.

Dated:

21095860 C A Det BST

Respectfully submitted

Welthan Weinberg & Reis Co., L.P.A. Christopher B. Best, P77875 Attorney for Plaintiff

esch dey, which recheles any leide, hut unput fraterest Charges, Late Peyrrent, Frees and obsit feast, and any new purchesses to rightings, Late Peyrrent, Frees and obsite feast and any new purchesses to rightings, Late Peyrod, This permettes or chier ceadins. Then, we add up all the new belances for the Billing Period, and datck the ucality then, were add up all the new belances for the Billing Period, and datck the ucality from cearbis and the period. This gives us the hearage Diaby Belance computation results in the comparating of the fraction. The Ahearage Diaby Belance computation results in the comparating of the fraction. The Ahearage Diaby Belance computation results in the comparating of the fractions of the Ahearage Diaby Belance computation results in the comparating of the fractions of the Ahearage Diaby Belance computation results in the comparating of the fractions of the Ahearage Diaby Belance computation results in the comparating of the results are above, under "Mitten Periodic Interest Change is imposed." Fur special interest Diapy of the Mathematic Mathematical Results and the and the added to your Account if you pay your belance in full by the appropriate Permett Dia Deta. The fractional Diago can my Haby adatament is kets the added to your charges for ed 2000 well by antipactod. The leevel the on your bilance Charges feer addition directed Darage Fee.

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Credit Lineit. Your "Oreal Limit" on your Account will be shown on your bulling statisment. You, marve, are responsible for preventing the balance on your Account from acceeding the Tredit Limit. You agree not more any professe that would make the unpaid balance on your Account exceed your Oradit Limit. If you account exceed Limit, we may reques you to cummedeately pay the excess and interest Charges. You sho sgree that was may uncrease or lower your Oradit Limit at anyome.

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Autherized Users. You may give envolver person authorization to use your Account. You are a provided and your Account, and you agree to pay an anyour semantary the use of your Account. After the use of your Account, and you or anyour to wrond an authorization to use your Account. Liability for Unsubject Use. If you notes the fors or that for your Del Prelared Anotant or a possible unsufficient use of your Dell Prelared Account, you should write he is immediately at

Deli Francrai Services, Aux Securty Department, PD Box 81555, Austin, TX 78708 You will not be labble for any urbandhomzed use that occurs after you notify us. You may, however, be fable for unaufminited use that occurs before your motes to us. In any case, your fablity will not exceed \$20.

Urautharized use does not include use by a person to whom you have given authority to use the Account.

Crefit Investigation and Reporting. You agree that we may investigate your credit in convection with the miskel extension, review, or collection of your Account. You agree that we arraw examine employment and income factorial and wenty your credit elements and also may report to credit reposing agencies, merchents, and other creditors the scatus and payment factory of your Account.

Delay in Taking Action. Wa will not bee any of our noize under the Apteement if wa dday talarrg action for any totacon. To the extent aboved by law, we may talea other action not described in the Agreenment, and by thorg as will not lose our nghiss under the Agreement. Severability. If any provision of this Agreement is found to be unenforceable, all other provisions shall review in full korce and effect.

Applicable Law. The lows of the United States of America, including the Federal Abitration Arch 3 (LSC, Stacturar 1:16) for FAA' 1, and the lows of the State of Ulah pipely to and govern this Agreement and your lacount.

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<u>Account information.</u> Your name and account number <u>Dollar amount</u>. The dollar amount of the suspected error The arbitrains shall apply applicable substantine law consistent wint the FAA and applicable statutes of function and a sub-market have consistent wint the FAA and confidentiality recognized at law. The arbitrains shall be encounted to grant whattere relative mode available in court under hever in equity. At the conclusion of the arbitration, the arbitration may algories and and these and contrainse with supplicable and that been incruding the state of the arbitration been mercane of the Cam. Where authorized by applicable law, the arbitration present down also related a submised by applicable law, the arbitrations water down also related a statistic of the came and the arbitration law present down and the arbitration will constit with a supplicable and the disposition of each Cam, including vertical factoring and the several down and the disposition of each Cam, relating evertion factoring and the protocology and the arbitration will constit when a submised on the protocology and the arbitration will constit when the arbitration to conclusions of the Authorized by my applicable law (the beside for interaction. The non-proveding party may appeal under the rules of the beside be determined and the disposition particle arbitration that the arbitration admission to a three entitication than the arbitration admission to a three entitication than the

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<u>Description of oroblems</u>. If you think there is an error on your bill, describe what you befava is wrong and why you balleve d is a mustake

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- You must contact us
- Witten 60 days after the error appeared on your statement.
 At least3 business days before an eutomated payment is scheduled, if you want to scop payment on the amount you think is wrong.

You must notify us of any polential errors in <u>writing</u>. You may call us, but if you do we are not required to investigate any polential errors and you may have to pay the amount in question.

When we receive your letter, we must do two things: What Will Happen After We Receive Your Letter

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- Within 30 days of receiving your latter, we must tell you that we received your latter. We will also tell you it we have abready corrected the error
- Within S0 days of receiving your letter, we must either correctible error or explain to you winy we believe the bill is correct.
 While we investigate whether or net there has been an error
- We cannot try to callect the amount in question, or report you as definiquent on internation amount.
 The charge is provident amount.
 The charge is provident of the charge is a continue to charge you interest on this amount.
 While you do not have to pay the amount in question, you are responsible for the remainder of your belance.
 We can apply any unpaid amount against your credit limit.
 We see a pay any unpaid amount against your credit limit.
- <u>If we made a mistake</u>. You will not have to pay the amount in question or any interest or other leas related to that amount.

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You may contract the arbitration administrations and obtain their arbitration rules or learn how to fits a Claim with the AAA or JAMS as to flows:

American Articration Association 1633 Broadeney, Uth Floor 1830 January 1019 1800 J78-7079 Www.adr.org

JAMS 1920 Menn Streel, Surie 300 Irvine, CA 92614 19491 224-1810 www.jernsadr com

STATE SPECIFIC DISCLOSURES

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- If you receive our explanation but still believe your builts wrong, you must wrae to us wahm (<u>Didens</u> telling us that you still returee to pay. If you do so, we cannot apout you as a deciquent watanadasi reporting that you as a questioning your bill. We must tell you the name of anyone it whom we reported you as definitioned, no we must let those organizations know when the matter has been settled between us. <u>Have do not before there was a mistake.</u> You will have to pay the amount pression, aboy with applicable interasts not face. We will send you a statement of the amount you was and the date payments due. We may then report you as delinquent if you do not pay the amount we therk you owe.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct. Your Rights H Yew Are Dissatisfied With Your Credin Card Purchases

As required by bedensi and Utah Jaw, you ara keneby nombed that a negativo credit report reflacting on your credit record may be submitted to a credit reporting agency if you fail to fulfit the terms of your credit cologations.

If you are dissansfied with the goods or services that you have purchased with your Del Preferrad Account, and you have they no good lash to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. Number from California Residences Construction from requires that we inform customers if the standing the terms of their creation from customers and the standing the remover of their creation from the customers and the remover of their creation from the customers and the remover of their creation from the remover of the

- To use this right, all of the following must be true:
- The purchase must have been made in your home state or within 100 miles of your currant mailing address, and the autotase purse must have been more than SSG (Note: Reinfore of these are necessary if your purchase was based on an adventisement we mailed to your, or if we own the currapsny that sold you the goods or services.)
 You must have used your Deil Preferred Account for the purchase. Purchases made with cash advances from an ATM or with a check that acceases your credit card account do not quality.
 - - - ્ર લ
 - You must not yet have fully paid for the purchase
- If all of the criteria above are met and you are still dissatisfied with the purchase. contact us <u>in wraing</u> at:

This nutices tells you about your rights and our responsibilities under the Fair Credit Billing Act.

<u> Billing Rights. Keep this Decument for Future Use</u>

lf you think there is an error on your statement, write to us al: <mark>Minas To De II You Find A Mistake On Your Statement</mark>

Dell Preferrad Account Attr: Balling Inquiry Department PD Box 81585 Austin, TX 78708-1585

- Dell Preferred Account Aun. Billing Ingury Department P.D. Box 81385 Austor, TX 78708-1585
- While we investigate, the same rules apply to the disputed enrout as discussed above. Alther we instant investigation, ver will feel you our decrean. At thei point, it we think you owe an annount and you of not pay, we may report you as definituant.

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Case 1:17-cv-00534 ECF No. 1-1 filed 06/13/17 PageID.19 Page 7 of 32

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DELL FINANCIAL SERVICES, L.L.C.

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CUSTOMER ACCOUNT INFORMATION

Customer Accoun	t						
ACCOUNT NUMBER	2068	CUSTOMER NAME	KAREN WIITANEN			55N	***** 3498
BILLING ADDRESS							
	IONIA, MI 48846-			LAST BALANCE:	\$0.00	BALANCE AS OF DATE:	1 2/30/2 011
PHONE							

Prior Billing Addresses

IONIA	MI	48846	1/14/2012
LYON5	MI	48851	5/13/2011
IONIA	М	48846	7/13/2010
IONIA	MI	48846	5/13/2010
IONIA	ME	48846	8/20/200 9
IONIA	MI	48846	10/14/2008
IONIA	MI	48846	11/13/2007
IONIA	MI	48845	9/14/2007
IONIA	м	48846	5/19/2007

Orders

1/15/2010 122253599	DELL V305 HI YIELD COLOR INK CARTRIDGE	2	\$53 98
10/22/2008 503878765	YOUR TECH TEAM APOS UPGRADE, REIN	1	\$149.00
11/13/2008 530328289	ZR900 MINI DV 37X ZOOM DIGITAL CAMCORDER	1	\$229.99
11/13/2008 530328289	REZO 110 AW (BLACK)-SMALL VIDCAM SHOULDE	1	\$22 49
11/13/2008 530328289	Canon DVM-E80 Digital Video Cassette	1	\$17 99
11/13/2008 530328289	2 GB SECURE DIGITAL CARD	1	\$12 59
11/20/2010 523974686	5RS22 SNGL USE HY COLOR CART-V313	1	\$34 99
11/20/2010 523974686	5R522 SNGL USE HY BLACK CART-V313	1	\$29.99
11/20/2010 523974728	DELL V313 AIO PRINTER	1	\$24 99
11/20/2010 523974728	HW WRTY, PRNTV313, INIT	- 1	\$20 00
11/20/2010 523974728	WARRANTY SPRT, PRNT, INIT YR	1	\$0.00
11/20/2010 523974728	BASIC AE, PRNT, NO WRNTY, YRS 2	1	\$0.00
11/20/2010 523974728	ADV EXCH.PRNTV313,INIT	1	\$0.00
12/1/2008 552401121	WII SYSTEM W/WII SPORTS (NEW)	1	\$249 99
12/6/2009 976815435	DELL VS05 RED HI YLD CLR CART	2	\$63 98
12/9/2009 982145199	PAT-OFFSET AN INKJET PRINTER	1	\$1 00
3/19/2009 684322401	DELL V305 AIO PRINTER	1	\$29 00
3/19/2009 684322401	HW WRTY, PRINT, V305, INIT	1	\$20 00
3/19/2009 684322401	WARRANTY SPRT. PRNT, INIT YR	1	\$0.00
3/19/2009 684322401	NO WARRANTY, PRINT, YRS 2 AND 3	1	\$0.00
3/19/2009 684322401 21095860	ADV EXCH, PRINT, V305, INIT	1	\$0 00

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5/18/2007	667586534	1:17-cv-00534 ECF No. 1-1 filed 06/13/17 DIM E521,A64 X2,5000 (2 60GHZ)	PageID.20	-	4
	667586534	19IN (19.0 IN) 5P1908FP,DIM,M		1	\$258 69
	667586534	NBD NW,DIM,E521,QLX,3YR EXT,DHS,RA		1	\$244 82 \$177 77
5/18/2007	667586534	HW WRTY 5VC, DIM, E521, QLX, INIT, DH5		1	\$177 72 \$138.61
5/18/2007	667586534	MS OFFICE 2007 HOME AND STUDENT ED.DIM		1	\$138.81 \$130.29
5/18/2007	667586534	MCAFEE 8,ENG,3 YR,DIM/IN5P		1	\$86 57
5/18/2007	667586534	250GB SATA 11,7200 RPM, DIM,M		1	\$69 95
5/18/2007	667586534	16X DVDRW DRIVE, BLK, DIM, M		- 1	\$55 55 \$52 47
S/18/2007	667586534	DOC 30 DAY HOW TO ASSISTANCE		1	\$49.00
5/18/2007	667586534	1GB DDR2 SDRAM,667MHZ- 2X512MB,DIM,M		1	\$43 73
5/18/2007	667586534	WIN VISTA HOME PREM,ENG,DIM		1	\$26 24
5/18/2007	667586534	V 92/S6K PCI DATAFAX MDM,FULL,LF,DIM		1	\$26 24
S/18/2007	667586534	WARRANTY 5PRT, DIM, 3YR EXT		1	\$19 00
5/18/2007	667586534	DELL A225 SPEAKERS, SIB, DIM		1	\$17.50
5/18/2007	667586534	13 IN 1 MEDIA CARD READER, DIM		1	\$17 50
5/18/2007	667586534	NBD NW,DIM,E521,QLX,INIT YR,DHS,RA	•	1	\$0.83
5/18/2007	667586534	THANK YOU FOR CHOOSING DELL!		1	\$0.00
5/18/2007	667586534	AOL FOR BROADBAND		1	\$0 00
5/18/2007	667586534	INTEGRATED AUDIO		1	\$0.00
5/18/2007	667586534	ROXIO CREATOR LE,V,DIM/INSP		1	\$0.00
5/18/2007	667586534	DELL U5B KYBD,BLK,DIM		1	\$0.00
5/18/2007	667586534	EARTHLINK		1	\$0.00
5/18/2007	667586534	THANKS FOR PURCHASING YOUR DELL		1	\$0 00
5/18/2007	667586534	SOFT CONTRACTS - QUALXSERVE		1	\$0.00
5/18/2007	667586534	ADOBE ACROBAT READER 7 0,DIM		1	\$0.00
S/18/2007	667586534	DELLSUPPORT, VISTA, DIM/INSP		1	\$0.00
5/18/2007	667586534	VISTA PREMIUM STICKER, DIM		1	\$0.00
5/18/2007	667586534	ICON CONSOLIDATION APPLICATION, DIM/INSP		1 ·	\$0.00
5/18/2007	667586534	INTEL GRAPHICS MEDIA ACCELERATOR X3000		1	\$0.00
5/18/2007	667586534	DELL 926 VISTA PRINTER DRIVER		1	\$0.00
S/18/2007	667586534	PC-RESTORE, DIM/INSP		1	\$0 00
5/18/2007	667586534	HW WRTY 5VC,DIM,E521,QLX,EXT,DH5		1	\$0.00
	667586534	WARRANTY SPRT, DIM, INIT YR		1	\$0.00
	667586534	DELL RESOURCE DVD,BACK-UP,DIM		1	\$0.00 50.00
	667586534	BASIC MUSIC, PHOTO, GAMES, DIM/INSP		1	\$0.00 \$0.00
	667586534	MOUSE INCLUDED WITH KEYBOARD PURCHASE		1	\$0.00
	667586534	DELL USB 2-BUTTON MOUSE, DIM		1	\$0.00
	667586534	\$50 DELL DOLLAR5 CODE		1	\$0.00 \$0.00
	667586534			1	\$0.00
	667586534			- 1	\$0.00
	667586534	ISP SEARCH ASST PORTAL, DIM/INSP		1	\$41 03
-	667586591	DELL PHOTO ALL-IN-ONE PRINTER 926 HW WRTY,PRINT,926,INIT		1	\$20.00
	667586591 667586591	DELL USB PRINTER CABLE - 10 FT BLACK		1	\$12.97
• •	667586591	ADV EXCH, PRINT, 926, INIT		1	\$0.00
	667586591	WARRANTY SPRT, PRNT, INIT YR		1	\$0.00
	667586591	NO WARRANTY, PRINT, AE, YRS 2 AND 3		1	\$0.00
21095860		DRAGON NATURALLYSPEAKING PREFERRED 9.0 U		1	\$179.00

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9/21/2008	466718487	DELL 926 HI YIELD	D BLACK CART		4	\$69.99
9/21/2008	466718487	TRK 4BK926N			1	\$0.00

Transactions

Transactions					
5/23/2007	5/24/2007	1	PURCHASE	\$189 74	667586658
5/23/2007	5/24/2007	1	PURCHASE	\$78.44	667586591
5/23/2007	5/24/2007	1	PURCHASE	\$1,455 61	667586534
6/3/2007	6/3/2007	866	FIN CHGS ACCRUED CREDIT DUT	(\$12.86)	
6/3/2007	6/3/2007	833	PRINCIPAL CREDIT OUT	(\$1,723.79)	
6/3/2007	6/3/2007	867	FIN CHGS ACCRUED DEBIT IN	\$12.86	
6/3/2007	6/3/2007	834	PRINCIPAL DEBIT IN	\$1,723 79	
6/12/2007	6/12/2007	365	DEFERRED FINANCE CHARGES DEBIT	\$25 73	
7/5/2007	7/5/2007	399	PRINCIPAL CREDIT PAID	(\$52 00)	
7/5/2007	7/5/2007	189	PAYMENT - THANK YOU!	(\$52 00)	00000000000000
7/12/2007	7/12/2007	317	BILLED DEFERRED FINANCE CHARGES	\$25 73	
7/12/2007	7/12/2007	300	BILLED FINANCE CHARGES	\$38 28	
7/12/2007	7/12/2007	306	INSURANCE PREMIUM ASSESSED	\$15 22	
8/7/2007	8/7/2007	304	LATE CHARGE ASSESSMENT	\$ 39 O D	
8/8/2007	8/8/2007	404	INSURANCE PREMIUM PAID	(\$5 99)	
8/8/2007	8/8/2007	400	FINANCE CHARGE CREDIT PAID	(\$64.01)	
8/8/2007	8/8/2007	189	PAYMENT - THANK YOU!	(\$70 00)	000000000000000000000000000000000000000
8/12/2007	8/12/2007	300	BILLED FINANCE CHARGES	\$40.42	
8/12/2007	8/12/2007	306	INSURANCE PREMIUM ASSESSED	\$15 55	
9/2/2007	9/2/2007	400	FINANCE CHARGE CREDIT PAID	(\$40.42)	
9/2/2007	9/2/2007	404	INSURANCE PREMIUM PAID	(\$24.78)	
9/2/2007	9/2/2007	403	LATE CHARGE CREDIT PAID	(\$4.BD)	
9/2/2007	9/2/2007	189	PAYMENT - THANK YOU!	(\$70 00)	00000000000000
9/12/2007	9/12/2007	305	INSURANCE PREMIUM ASSESSED	\$15 59	
9/12/2007	9/12/2007	300	BILLED FINANCE CHARGES	\$40 51	
10/5/2007	10/7/2007	189	PAYMENT - THANK YOU!		000000000000000000000000000000000000000
10/7/2007	10/7/2007	400	FINANCE CHARGE CREDIT PAID	(\$40 51)	· ·
10/7/2007	10/7/2007	404	INSURANCE PREMIUM PAID	(\$15 59)	
10/7/2007	10/7/2007	403	LATE CHARGE CREDIT PAID	(\$13 90)	
10/12/2007	10/12/2007		BILLED FINANCE CHARGES	\$39 03	
10/12/2007	10/12/2007		INSURANCE PREMIUM ASSESSED	\$15 52	
11/7/2007	11/7/2007		LATE CHARGE ASSESSMENT	\$39.00	
11/8/2007	11/8/2007		FINANCE CHARGE CREDIT PAID	(\$39.03)	
11/8/2007	11/8/2007			(\$15 52)	
11/8/2007	11/8/2007			(\$15.45) (\$70.00)	00000000000000
11/8/2007	11/8/2007			(\$70 00) \$3 9 58	
11/12/2007	11/12/2007			\$15 51	
11/12/2007				(\$15 51)	
12/2/2007 21095860	12/2/2007	404		(· /	

, ,		v-00534 ECF No. 1-1 filed 0	6/12/17 DagalD 22	Dogo 1	0 of 22
12/2/2007		403 LATE CHARGE CREDIT PAID	0/13/17 PayerD.22	Paye 1	0 01 32
12/2/2007	12/2/2007	400 FINANCE CHARGE CREDIT PAID		(\$14.42)	
12/2/2007	12/2/2007	162 PAYMENT - THANK YOU!		(\$39 58)	1
	12/12/2007	300 BILLED FINANCE CHARGES		(\$69 51)	000000000000000
	12/12/2007	BOG INSURANCE PREMIUM ASSESSED		\$38 36	
	12/18/2007	100 PIC PURCHASE		\$15 53	
1/5/2008	1/6/2008	404 INSURANCE PREMIUM PAID		\$3.97	56059655
1/6/2008	1/6/2008	100 FINANCE CHARGE CREDIT PAID		(\$15 53)	
1/6/2008	1/6/2008	103 LATE CHARGE CREDIT PAID		(\$38 36)	
1/6/2008	1/6/2008	62 PAYMENT - THANK YOU!		(\$16.11)	
1/12/2008	1/12/2008	00 BILLED FINANCE CHARGES		(\$70 00)	00000000000000000000
1/12/2008	1/12/2008	06 INSURANCE PREMIUM ASSESSED		\$39 16	
2/5/2008	2/5/2008	00 FINANCE CHARGE CREDIT PAID		\$15 51	
2/5/2008	2/5/2008	04 INSURANCE PREMIUM PAID		(\$39 16)	
2/5/2008	2/5/2008	62 PAYMENT - THANK YOU!		(\$10.84)	
2/7/2008	2/7/2008	04 LATE CHARGE ASSESSMENT			0000000000000000
2/7/2008	2/15/2008	10 LATE FEE CREDIT		\$39.00	
2/12/2008	2/12/2008	DO BILLED FINANCE CHARGES			000000000000000
2/12/2008	2/12/2008	06 INSURANCE PREMIUM ASSESSED		\$38 63	
2/16/2008	2/16/2008	12 INTEREST CREDIT ADJUSTMENT	ı	\$15.47	
3/7/2008	3/7/2008	03 LATE CHARGE CREDIT PAID		(\$0 17)	
3/7/2008	3/7/2008	99 PRINCIPAL CREDIT PAID		(\$13 32)	
3/7/2008	3/7/2008	D4 INSURANCE PREMIUM PAID		(\$18.08)	
3/7/2008	3/7/2008	00 FINANCE CHARGE CREDIT PAID		(\$20 14)	
3/7/2008	3/7/2008	52 PAYMENT - THANK YOU!		(\$38.46) (\$38.46)	000000000000000000000000000000000000000
3/12/2008	3/12/2008	06 INSURANCE PREMIUM ASSESSED			000000000000000000000000000000000000000
3/12/2008	3/12/2008	00 BILLED FINANCE CHARGES		\$15 39 \$34.23	
4/5/2008	4/6/2008	2 PAYMENT - THANK YOU!			000000000000000000000000000000000000000
4/6/2008	4/5/2008	14 INSURANCE PREMIUM PAID		(\$15 39)	000000000000000000000000000000000000000
4/6/2008	4/6/2008	99 PRINCIPAL CREDIT PAID		(\$13 39)	
4/6/2008	4/6/2008	0 FINANCE CHARGE CREDIT PAID		(\$18 38)	
4/12/2008	4/12/2008	00 BILLED FINANCE CHARGES		\$35.76	
4/12/2008	4/12/2008	06 INSURANCE PREMIUM ASSESSED		\$15.04	
5/4/2008	5/4/2008	00 FINANCE CHARGE CREDIT PAID		(\$35 76)	
5/4/2008	5/4/2008	9 PRINCIPAL CREDIT PAID		(\$19 20)	
5/4/2008	5/4/2008	2 PAYMENT - THANK YOU!			000000000000000
5/4/2008	5/4/2008	4 INSURANCE PREMIUM PAID		(\$15 04)	
5/12/2008	5/12/2008	0 BILLED FINANCE CHARGES		\$33 16	
5/12/2008	5/12/2008	6 INSURANCE PREMIUM ASSESSED		\$14.86	
6/3/2008	6/3/2008	0 FINANCE CHARGE CREDIT PAID		(\$33 16)	
6/3/2008	6/3/2008	4 INSURANCE PREMIUM PAID		(\$14.86)	
6/3/2008	6/3/2008	9 PRINCIPAL CREDIT PAID		(\$16.84)	
6/3/2008	6/3/2008	2 PAYMENT - THANK YOU!			000000000000000
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<u>.</u>	Case 1:	17-cv	-00534 ECF No. 1-1 filed 06/13/17	PageID.23	Page 1	L1 of 32
6/12/2008	6/12/2008	300	BILLED FINANCE CHARGES		\$33.82	
6/12/2008	6/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14 66	
7/5/2008	7/6/2008	162	PAYMENT - THANK YOU!		(\$65 00)	0000000000000000
7/6/2008	7/6/2008	400	FINANCE CHARGE CREDIT PAID		(\$33 82)	
7/6/2008	7/6/2008	399	PRINCIPAL CREDIT PAID		(\$16 52)	
7/6/2008	7/6/2008	404	INSURANCE PREMIUM PAID		(\$14.66)	
7/12/2008	7/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.55	
7/12/2008	7/12/2008	300	BILLED FINANCE CHARGES		\$32 14	
8/4/2008	8/4/2008	400	FINANCE CHARGE CREDIT PAID		(\$32 14)	
8/4/2008	8/4/2008	404	INSURANCE PREMIUM PAID		(\$14.55)	
8/4/2008	8/4/2008	399	PRINCIPAL CREDIT PAID		(\$16.86)	
8/4/2008	8/4/2008	162	PAYMENT - THANK YOU!		(\$63 55)	000000000000000000000000000000000000000
8/12/2008	8/12/2008	300	BILLED FINANCE CHARGES		\$32.81	
8/12/2008	8/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.37	
9/4/2008	9/4/2008	399	PRINCIPAL CREDIT PAID		(\$22.82)	
9/4/2008	9/4/2008	162	PAYMENT - THANK YOU!		(\$70.00)	000000000000000
9/4/2008	9/4/2008	400	FINANCE CHARGE CREDIT PAID		(\$32.81)	
9/4/2008	9/4/2008	404	INSURANCE PREMIUM PAID		(\$14.37)	
9/12/2008	9/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14 21	
9/12/2008	9/12/2008	300	BILLED FINANCE CHARGES		\$32.44	
9/21/2008	9/23/2008	1	PURCHASE		\$74. 19	466718487
10/5/2008	10/5/2008	400	FINANCE CHARGE CREDIT PAID		(\$32.44)	
10/5/2008	10/5/2008	162	PAYMENT - THANK YOU!		(\$65 00)	
10/5/2008	10/5/2008	399	PRINCIPAL CREDIT PAID		(\$18.35)	
10/5/2008	10/5/2008	404	INSURANCE PREMIUM PAID		(\$14.21)	
10/12/2008	10/12/2008	300	BILLED FINANCE CHARGES		\$31 97	
10/12/2008	10/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.47	
10/22/2008	10/23/2008	1	PURCHASE		\$149.00	503878765
11/3/2008	11/3/2008	404	INSURANCE PREMIUM PAID		(\$14.47)	
11/3/2008	11/3/2008	162	PAYMENT - THANK YOU!		(\$70 00)	
11/3/2008	11/3/2008	399	PRINCIPAL CREDIT PAID		(\$23 56)	,
11/3/2008	11/3/2008	400	FINANCE CHARGE CREDIT PAID		(\$31.97)	
11/12/2008	11/12/2008	300	BILLED FINANCE CHARGES		\$35 10	
11/12/2008	11/12/2008	306	INSURANCE PREMIUM ASSESSED		\$15 38	
11/14/2008	11/16/2008	1	PURCHASE		•	530328289
11/14/2008	12/18/2008	2	RETURN			530328289
11/14/2008	12/18/2008	2	RETURN		•	530328289
12/3/2008	12/3/2008		FINANCE CHARGE CREDIT PAID		(\$35 10)	
12/3/2008	12/3/2008		PAYMENT - THANK YOU!		(\$70.00)	
12/3/2008	12/3/2008				(\$19 52)	
12/3/2008	12/3/2008				(\$15 38)	557/01171
	12/12/2008				\$264.99 \$18.11	552401121
12/12/2008 21095860	12/12/2008	306	INSURANCE PREMIUM ASSESSED		\$18 11	

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•	Case 1:	17-cv-	00534 ECF No. 1-1 filed 06/13/17 Pag	eID.24 Page 12 of 32
12/12/2008	12/12/2008		BILLED FINANCE CHARGES	\$38 33
12/18/2008	12/18/2008	312	INTEREST CREDIT ADJUSTMENT	(\$4.44)
12/18/2008	12/18/2008		INTEREST CREDIT ADJUSTMENT	(\$4.44)
12/18/2008	12/19/2008		BALANCE ADJUSTMENT - ACCT OVER-CREDITED or DEBIT	\$243 79 \$30328289
1/7/2009	1/7/2009		PAYMENT - THANK YOU!	(\$90 00)
1/7/2009	1/7/2009	400	FINANCE CHARGE CREDIT PAID	(\$29.45)
1/7/2009	1/7/2009	399	PRINCIPAL CREDIT PAID	(\$42.44)
1/7/2009	1/7/2009	404	INSURANCE PREMIUM PAID	(\$18 11)
1/12/2009	1/12/2009	300	BILLED FINANCE CHARGES	\$39 27
1/12/2009	1/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17 93
2/4/2009	2/4/2009	400	FINANCE CHARGE CREDIT PAID	(\$39 27)
2/4/2009	2/4/2009	404	INSURANCE PREMIUM PAID	(\$17 93)
2/4/2009	z/4/2009	399	PRINCIPAL CREDIT PAID	(\$42.80)
2/4/2009	2/4/2009	162	PAYMENT - THANK YOU!	(\$100 00)
2/12/2009	2/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17.94
2/12/2009	2/12/2009	300	BILLED FINANCE CHARGES	\$39 36
3/4/2009	3/4/2009	162	PAYMENT - THANK YOU!	(\$80 00)
3/4/2009	3/4/2009	399	PRINCIPAL CREDIT PAID	(\$22 70)
3/4/2009	3/4/2009	404	INSURANCE PREMIUM PAID	(\$17 94)
3/4/2009	3/4/2009	400	FINANCE CHARGE CREDIT PAID	(\$39 36)
3/12/2009	3/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17 59
3/12/2009	3/12/2009	300	BILLED FINANCE CHARGES	\$33.72
3/19/2009	3/20/2009	1	PURCHASE	\$51 94 684322401
4/4/2009	4/5/2009	162	PAYMENT - THANK YOU!	(\$80 00)
4/5/2009	4/5/2009	399	PRINCIPAL CREDIT PAID	(\$28.69)
4/5/2009	4/5/2009	404	INSURANCE PREMIUM PAID	(\$17 59)
4/5/2009	4/5/2009	400	FINANCE CHARGE CREDIT PAID	(\$33 72)
4/12/2009	4/12/2009	300	BILLED FINANCE CHARGES	\$37 59
4/12/2009	4/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17 71
5/6/2009	5/6/2009	399	PRINCIPAL CREDIT PAID	(\$24.70)
5/6/2009	5/6/2009	404	INSURANCE PREMIUM PAID	(\$17 71)
5/6/2009	5/6/2009	400	FINANCE CHARGE CREDIT PAID	(\$37.59)
5/6/2009	5/6/2009	162	PAYMENT - THANK YOU!	(\$80.00)
5/12/2009	5/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17 64
5/12/2009	5/12/2009	300	BILLED FINANCE CHARGES	\$36 23
6/6/2009	6/7/2009	162	PAYMENT - THANK YOU!	(\$76 64)
6/7/2009	6/7/2009	404		(\$17 64)
6/7/2009	6/7/2009	399	PRINCIPAL CREDIT PAID	(\$22 77)
6/7/2009	6/7/2009			(\$36.23)
6/12/2009	6/12/2009			\$17.42
6/12/2009	6/12/2009			\$36 97
7/7/2009	7/7/2009			\$39.00
7/12/2009 21095860	7/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17.44

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7/13/2000			00534 ECF No. 1-1 filed 06/13/17		13 of 32
7/12/2009	7/12/2009		BILLED FINANCE CHARGES	\$35.82	
8/6/2009	8/6/2009			\$39.00	
8/7/2009	8/7/2009			(\$72 79)	
8/7/2009	8/7/2009			(\$7 21)	
8/7/2009	8/7/2009		PAYMENT - THANK YOU!	(\$80 00)	
8/12/2009	8/12/2009		INSURANCE PREMIUM ASSESSED	\$18.14	
8/12/2009	8/12/2009		BILLED FINANCE CHARGES	\$38.49	
9/5/2009	9/6/2009		PAYMENT - THANK YOU!	(\$900.00)	
9/6/2009	9/6/2009			(\$45 79)	
9/6/2009	9/6/2009		FINANCE CHARGE CREDIT PAID	(\$38.49)	
9/6/2009	9/5/2009		LATE CHARGE CREDIT PAID	(\$78 00)	
9/6/2009	9/6/2009	399	PRINCIPAL CREDIT PAID	(\$737 72)	
9/11/2009	9/11/2009	300	BILLED FINANCE CHARGES	\$34.52	
9/11/2009	9/11/2009	306	INSURANCE PREMIUM ASSESSED	\$16 27	
9/22/200 9	9/22/2009	433	PRINCIPAL CREDIT OUT	(\$1,160.19)	
9/22/2009	9/22/2009	434	PRINCIPAL DEBIT IN	\$1,160 19	
9/22/200 9	9/22/2009	435	FINANCE CHARGE CREDIT OUT	(\$34.52)	
9/22/2009	9/22/2009	44 4	INSURANCE PREMIUM DEBIT IN	\$16 27	
9/22/2009	9/22/2009	443	INSURANCE PREMIUM CREDIT OUT	(\$16 27)	
9/22/2009	9/22/2009	436	FINANCE CHARGE DEBIT IN	\$34.52	
10/7/2009	10/7/2009	400	FINANCE CHARGE CREDIT PAID	(\$34.52)	
10/7/200 9	10/7/2009	404	INSURANCE PREMIUM PAID	(\$16.27)	
10/7/2009	10/7/2009	162	PAYMENT - THANK YOU!	(\$55 00)	
10/7/200 9	10/7/2009	399	PRINCIPAL CREDIT PAID	(\$4.21)	
10/12/2009	10/12/2009	300	BILLED FINANCE CHARGES	\$21.93	
10/12/2009	10/12/2009	306	INSURANCE PREMIUM ASSESSED	\$10 68	
11/7/2009	11/7/2009	304	LATE CHARGE ASSESSMENT	\$39.00	
11/8/2009	11/8/2009	404	INSURANCE PREMIUM PAID	(\$10 68)	
11/8/2009	11/8/2009	162	PAYMENT - THANK YOUI	(\$39 32)	
11/8/2009	11/8/2009	162	PAYMENT - THANK YOU!	(\$10 68)	
11/8/2009	11/8/2009	399	PRINCIPAL CREDIT PAID	(\$17 39)	
11/8/2009	1 1/8/2 009	400	FINANCE CHARGE CREDIT PAID	(\$21.93)	
11/12/2009	11/12/2009	365	DEFERRED FINANCE CHARGES DEBIT	\$0 19	
11/12/2009	11/12/2009	300	BILLED FINANCE CHARGES	\$29.84	
11/12/2009	11/12/2009	300	BILLED FINANCE CHARGES	\$0 23	
11/12/2009	11/12/2009	306	INSURANCE PREMIUM ASSESSED	\$10 51	
12/6/2009	12/7/2009	1	PURCHASE	\$67.82	976815435
12/6/2009	1/20/2010	2	RETURN	(\$67.82)	97681\$435
12/7/2009	12/7/2009	304	LATE CHARGE ASSESSMENT	\$39.00	
12/9/2009	12/10/2009	189	PAYMENT - THANK YOU!	(\$10.74)	
12/9/2009	12/10/2009	189	PAYMENT - THANK YOU!	(\$1 20)	
12/9/2009	12/10/2009	189	PAYMENT - THANK YOU!	(\$38.06)	
12/10/2009	12/10/2009	400	FINANCE CHARGE CREDIT PAID	(\$29 84)	1

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12/10/2009	12/10/2009		INSURANCE PREMIUM PAID	FagerD.20	(\$10 51)
12/10/2009	12/10/2009		PRINCIPAL CREDIT PAID		(\$8 22)
12/10/2009	12/10/2009		LATE CHARGE CREDIT PAID		(\$1 20)
12/10/2009	12/10/2009		FINANCE CHARGE CREDIT PAID		
12/10/2009	12/11/2009		PURCHASE		(\$0 23) \$1 00 9 82145199
12/11/2009	12/11/2009		BILLED DEFERRED FINANCE CHARGES		\$0.19
12/11/2009	12/11/2009		BILLED FINANCE CHARGES		\$0 23
12/11/2009	12/11/2009	_	BILLED FINANCE CHARGES		\$28 67
12/11/2009			INSURANCE PREMIUM ASSESSED		\$10 97
12/11/2009	12/11/2009		BILLED FINANCE CHARGES		\$1.48
1/6/2010	1/6/2010		PAYMENT - THANK YOU!		(\$4.51)
1/6/2010	1/6/2010		PAYMENT - THANK YOU		(\$35.48)
1/6/2010	1/6/2010	400			(\$1 67)
1/6/2010	1/6/2010		PRINCIPAL CREDIT PAID		(\$6.81)
1/6/2010	1/6/2010		FINANCE CHARGE CREDIT PAID		(\$28.67)
1/6/2010	1/6/2010		INSURANCE PREMIUM PAID		(\$10 78)
1/6/2010	1/6/2010		FINANCE CHARGE CREDIT PAID		(\$0 23)
1/6/2010	1/6/2010		PAYMENT - THANK YOU!		(\$11 01)
1/6/2010	1/6/2010		LATE CHARGE CREDIT PAID		(\$2.84)
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGES		\$0 22
1/12/2010	1/12/2010	306	INSURANCE PREMIUM ASSESSED		\$11 62
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGES		\$29.32
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGE5		\$3 73
1/15/2010	1/17/2010	1	PURCHA5E		\$57 22 122253599
1/20/2010	1/20/2010	309	PRINCIPAL DEBIT ADJUSTMENT		\$57.91
1/20/2010	1/20/2010	310	PRINCIPAL CREDIT ADJUSTMENT		(\$57 91)
1/20/2010	1/20/2010	929	NP INSURANCE PREMIUM PAID		(\$11 81)
1/20/2010	1/20/2010	822	PRINCIPAL CREDIT ADJUSTMENT		(\$1 90)
1/20/2010	1/20/20 10	941	FINANCE CHARGE CREDIT ADJU5TMENT		\$1 90
1/20/2010	1/20/2010	312	INTEREST CREDIT ADJUSTMENT		(\$2 12)
1/20/2010	1/20/2010	367	PRINCIPAL DEBIT ADJUSTMENT		\$11.81
2/7/2010	2/7/2010	304	LATE CHARGE ASSESSMENT		\$39.00
2/8/2010	2 /8 /2010	399	PRINCIPAL CREDIT PAID		(\$18 28)
2/B/2010	2/8/2 010	400	FINANCE CHARGE CREDIT PAID		(\$3 73)
2/8/2010	2/8/2010	403	LATE CHARGE CREDIT PAID		(\$0 67)
2/8/2010	2/8/2010	189	PAYMENT - THANK YOU!		(\$47 60)
2/8/2010	2/8/20 10	189	PAYMENT - THANK YOU!		(\$4.40)
2/8/2010	z/8/2010	400	FINANCE CHARGE CREDIT PAID		(\$29 32)
2/12/2010	2/12/2010	306	INSURANCE PREMIUM A55E55ED		\$11 60
2/12/2010	2/12/2010	300	BILLED FINANCE CHARGES		\$28 03
2/12/2010	2/12/20 10	300	BILLED FINANCE CHARGES		\$5 17
3/7/2010	3/7/2010	404	INSURANCE PREMIUM PAID		(\$11 60)
3/7/2010 21095860	3/7/2010	400	FINANCE CHARGE CREDIT PAID		(\$28.03)

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3/7/2010	3/7/2010	399 F	PRINCIPAL	L CREDIT PAID			(\$4 98)	
3 /7/20 10	3/7/2010	400 F	FINANCE (CHARGE CREDIT PAID)		(\$5 17)	
3/7/2010	3/7/2010	403 L	LATE CHAI	RGE CREDIT PAID			(\$2 22)	
3/7/2010	3/7/2010	18 9 P	PAYMENT	- THANK YOU!			(\$11 60)	
3/7/2010	3/7/2010	189 P	PAYMENT	- THANK YOU!			(\$33 01)	
3/7/2010	3/7/2010	189 P	PAYMENT	- THANK YOUI			(\$7.39)	
3/12/2010	3/12/2010	300 E	BILLED FIN	ANCE CHARGES			\$5 56	
3/12/2010	3/12/2010	306 II	IN5URANC	E PREMIUM A5SESSI	ED		\$11 74	
3/12/2010	3/12/2010	300 B	BILLED FIN	ANCE CHARGES			\$24.58	
3/12/2010	3/12/2010	300 8	BILLED FIN	IANCE CHARGES			\$0 21	
4/6/2010	4/6/2010	304 L	LATE CHAF	RGE ASSESSMENT			\$39 00	
4/8/2010	4/8/2010	400 F	FINANCE Ç	HARGE CREDIT PAID	1		(\$0 21)	
4/8/2010	4/8/2010	403 L	LATE CHAF	RGE CREDIT PAID			(\$1.83)	
4/8/2010	4/8/2010	162 P	PAYMENT	- THANK YOU!			(\$7 39)	
4/8/2010	4/8/2010	162 P	PAYMENT	- THANK YOU!			(\$32.66)	
4/8/2010	4/8/2010	162 P	PAYMENT	- THANK YOU!			(\$11 95)	
4/8/2010	4/8/2010	404 II	INSURANC	E PREMIUM PAID			(\$11 74)	
4/8/2010	4/8/2010	400 F	FINANCE C	HARGE CREDIT PAID	I.		(\$24.58)	
4/8/2010	4/8/2010	399 P	PRINCIPAL	CREDIT PAID			(\$8 08)	
4/8/2010	4/8/2010	400 F	FINANCE C	HARGE CREDIT PAID	I.		(\$5 56)	
4/12/2010	4/12/2010	300 B	BILLED FIN	IANCE CHARGES			\$6 35	
4/12/2010	4/12/2010	300 B	BILLED FIN	IANCE CHARGES			\$27.04	
4/12/2010	4/12/2010	300 B	BILLED FIN	IANCE CHARGES			\$0 25	
4/12/2010	4/12/2010	306 II	INSURANC	E PREMIUM ASSESSI	ED		\$11 76	
5/6/2010	S/6/2010	304 L	LATE CHAF	RGE ASSESSMENT			\$39.00	
5/6/2010	5/7/2010	162 P	PAYMENT	- THANK YOUI			(\$12.01)	
5/6/2010	5/7/2010	318 A	AUTDMAT	IC LATE FEE REVERS	AL		(\$39 00)	
5/6/2010	5/7/2010	162 P	PAYMENT	- THANK YOUI			(\$8 55)	
5/6/2010	5/7/2010	1 62 P	PAYMENT	- THANK YOU			(\$39.44)	
5/7/2010	5/7/2010	400 F		CHARGE CREDIT PAID	1		(\$27 04)	
5/7/2010	5/7/2010	400 F		CHARGE CREDIT PAID	•		(\$0 25)	
5/7/2010	5/7/2010	399 F	PRINCIPAL	CREDIT PAID			(\$12.40)	
5/7/2010	5/7/2010	404 I	INSURANC	e premium paid			(\$11 76)	
5/7/2010	5/7/2010	400 F	FINANCE C	CHARGE CREDIT PAIL)		(\$6 35)	
5/7/2010	5/7/2010	403 1	LATE CHAI	RGE CREDIT PAID			(\$2 20)	
5/12/2010	5/12/2010	300 B	BILLED FIN	NANCE CHARGES			\$0 23	
5/12/2010	5/12/2010	300 E	BILLED FIN	NANCE CHARGES			\$25 93	
5/12/2010	5/12/2010	300 E	BILLED FIN	ANCE CHARGES			\$6.84	
5/12/2010	5/12/2010	306	INSURANC	CE PREMIUM ASSESS	ED		\$11 92	
6/6/2010	6/6/2010	400 1	FINANCE (CHARGE CREDIT PAIL			(\$6.84)	
6/6/2010	6/6/2010	1 62	PAYMENT	- THANK YOU!			(\$8 39)	
6/6/2010	6/6/2010	1 62	PAYMENT	- THANK YOU!			(\$34.46)	
6/6/2010 21095860	6/6/2010	403 l	LATE CHA	RGE CREDIT PAID			(\$1 55)	

6/6/2010 6/11/2010 5/11/2010<	:	Case 1:1	7-cv-	00534 ECF No. 1-1 filed 06/13/17	, PagelD.28	Page 16 of 32
6/6/2010 6/6/2010 400 FINANCE CHARGE CREDIT PAID (525 93) 6/6/2010 6/6/2010 400 INMANCE CHARGE CREDIT PAID (50 23) 6/6/2010 6/6/2010 6/6/2010 6/6/2010 6/6/2010 (5/2010) </th <th>6/6/2010</th> <th></th> <th></th> <th></th> <th></th> <th>J</th>	6/6/2010					J
6/6/2010 6/6/2010 404 INSURANCE PREMIUM PAD (511 92) 6/6/2010 6/6/2010 162 PAYMENT - THANK YOUI (512 12) 6/6/2010 6/6/2010 162 PAYMENT - THANK YOUI (512 12) 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$26 49 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$7 03 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$7 03 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$3 00 7/16/2010 7/12/2010 162 PAYMENT - THANK YOUI (\$15 01) 7/16/2010 7/11/2010 162 PAYMENT - THANK YOUI (\$18 40) 7/11/2010 7/11/2010 400 INANCE CHARGE CREDIT PAID (\$12 7) 7/11/2010 7/11/2010 400 INSURANCE CREDIT PAID (\$13 7) 7/11/2010 7/11/2010 400 INSURANCE CREDIT PAID (\$2 49) 7/11/2010 7/11/2010 400 INANCE CHARGE CREDIT PAID (\$2 5 49) <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>						
Kirz Kirz 6/6/2010 6/6/2010 152 PAYMENT - THANK YOUI (512 15) 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES 50.24 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES 526.49 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES 57.03 7/10/2010 7/11/2010 162 PAYMENT - THANK YOUI (\$15.01) 7/10/2010 7/11/2010 162 PAYMENT - THANK YOUI (\$3.15.91) 7/11/2010 7/11/2010 162 PAYMENT - THANK YOUI (\$3.17.71) 7/11/2010 7/11/2010 400 FINANCE CHARGE CREDIT PAID (\$5.10) 7/11/2010 7/11/2010 400 FINANCE CHARGE CREDIT PAID (\$2.64.99) 7/11/2010 7/11/2010						
6/6/2010 6/6/2010 162 PAYMENT - THANK YOUI (512 15) 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$0.24 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$28.49 6/11/2010 6/11/2010 300 BILLED FINANCE CHARGES \$7.03 6/11/2010 6/11/2010 304 LATE CHARGE ASSESSIO \$118 7/6/2010 7/6/2010 304 LATE CHARGE ASSESSIO \$118 7/10/2010 7/11/2010 162 PAYMENT - THANK YOUI \$39.90 7/10/2010 7/11/2010 162 PAYMENT - THANK YOUI \$31.59 7/11/2010 7/11/2010 400 FINANCE CHARGE CREDIT PAID \$31.59 7/11/2010 7/11/2010 403 LATE CHARGE CREDIT PAID \$31.80 7/11/2010 7/11/2010 403 LATE CHARGE CREDIT PAID \$31.80 7/11/2010 7/11/2010 404 INSURANCE PREMIUM PAID \$31.80 7/11/2010 7/11/2010 403 LATE CHARGE CREDIT PAID \$32.97		•••	_			
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9/9/2010	9/9/2010	404 INSURANCE PREMIUM PAID			(\$12.07)	
9/9/2010	9/9/20 10	403 LATE CHARGE CREDIT PAID			(\$1 39)	
9/9/2010	9/9/20 10	400 FINANCE CHARGE CREDIT PAID			(\$6 97)	
9/9/2010	9/9/2 010	400 FINANCE CHARGE CREDIT PAID			(\$1 36)	2
9/9/2010	9/9/2010	162 PAYMENT - THANK YOU!			(\$18.24)	
9/9/2010	9/9/2010	399 PRINCIPAL CREDIT PAID			(\$5.20)	
9/9/2010	9/9/2010	403 LATE CHARGE CREDIT PAID			(\$4.81)	
9/12/2010	9/12/2010	300 BILLED FINANCE CHARGES			\$2 27	
9/12/2010	9 /12/2010	300 BILLED FINANCE CHARGES			\$26.0 9	
9/12/2010	9/12/2010	300 BILLED FINANCE CHARGES			\$6 94	
9/12/2010	9/12/ 2010	306 INSURANCE PREMIUM ASSESSED			\$12 33	
10/6/2010	10/6/2010	403 LATE CHARGE CREDIT PAID			(\$1 26)	
10/6/2010	10/6/2010	162 PAYMENT - THANK YOU!			(\$8 23)	
10/6/2010	10/6/2010	162 PAYMENT - THANK YOU!			(\$30 91)	
10/6/2010	10/6/2010	162 PAYMENT - THANK YOU!			(\$15.86)	
10/6/2010	10/6/2010	403 LATE CHARGE CREDIT PAID			(\$1 29)	
10/6/2010	10/6/2010	399 PRINCIPAL CREDIT PAID			(\$4.82)	
10/6/2010	10/6/2010	404 INSURANCE PREMIUM PAID			(\$12 33)	
10/6/2010	10/6/2010	400 FINANCE CHARGE CREDIT PAID			(\$2 27)	
10/6/2010	10/6/2010	400 FINANCE CHARGE CREDIT PAID			(\$26 09)	
10/6/2010	10/6/2010	400 FINANCE CHARGE CREDIT PAID			(\$6 94)	
10/12/2010	10/12/2010	306 INSURANCE PREMIUM ASSESSED			\$12.37	
10/12/2010	10/12/2010	300 BILLED FINANCE CHARGES			\$2 55	
10/12/2010	10/12/2010	300 BILLED FINANCE CHARGES			\$25 04	
10/12/2010	10/12/2010	300 BILLED FINANCE CHARGES			\$6.66	
11/6/2010	11/7/2010	162 PAYMENT - THANK YOU			(\$30 92)	
11/6/2010	11/7/2010	162 PAYMENT - THANK YOU!			(\$15 84)	
11/6/2010	11/7/2010	162 PAYMENT - THANK YOU!			(\$8 24)	
11/7/2010	11/7/2010	403 LATE CHARGE CREDIT PAID			(\$0 92)	
11/7/2010	11/7/2010	400 FINANCE CHARGE CREDIT PAID			(\$25 04)	
11/7 /201 0	11/7/2010	400 FINANCE CHARGE CREDIT PAID			(\$6 66)	
11/7/2010	11/7/2010	403 LATE CHARGE CREDIT PAID			(\$1.58)	
11/7/2010	11/7/2010	399 PRINCIPAL CREDIT PAID			(\$5.88)	
11/7/2010	11/7/2010	400 FINANCE CHARGE CREDIT PAID			(\$2 55)	
11/7/2010	11/7/2010	404 INSURANCE PREMIUM PAID			(\$12 37)	
11/12/2010	11/12/2010	300 BILLED FINANCE CHARGES			\$2 61	
11/12/2010	11/12/2010	300 BILLED FINANCE CHARGES			\$25 73	
-	11/12/2010	306 INSURANCE PREMIUM ASSESSED	•		\$12 30	
11/12/2010	11/12/20 10	300 BILLED FINANCE CHARGES			\$6.84	C0.0074505
11/21/2010		1 PURCHASE			\$68.88	523974686
11/22/2010		1 PURCHASE			\$46.49 \$35.00	523974728
12/6/2010	12/6/2010	304 LATE CHARGE ASSESSMENT			\$35 00 (\$12 30)	
12/8/2010 21005960	12/8/2010	404 INSURANCE PREMIUM PAID			1915 201	

	Case 1:1	.7-cv-0053	34 ECF No. 1-1 filed 06/13/2	17 PageID.30 Page 18 of 32
12/8/2010	12/8/2010	403 LATE	CHARGE CREDIT PAID	(\$1.40)
12/8/2010	12/8/2010	162 PAYN	MENT - THANK YOU!	(\$8 24)
12/8/2010	12/8/2010	162 PAYN	MENT - THANK YOU!	(\$30 93)
12/8/2010	12/8/2010	162 PAYM	NENT - THANK YOU!	(\$20 83)
12/8/2010	12/8/2010	39 9 PRINC	CIPAL CREDIT PAID	(\$5 20)
12/8/2010	12/8/2010	403 LATE	CHARGE CREDIT PAID	(\$5.92)
12/8/2010	12/8/2010	400 FINAN	NCE CHARGE CREDIT PAID	(\$2 61)
12/8/2010	12/8/2010	400 FINAN	NCE CHARGE CREDIT PAID	(\$6.84)
12/8/2010	12/8/201 0	400 FINAN	NCE CHARGE CREDIT PAID	(\$25 73)
12/12/2010	12/12/2010	306 INSUR	RANCE PREMIUM ASSESSED	\$13 03
12/12/2010	12/12/2010	300 BILLED	D FINANCE CHARGES	\$2 71
12/12/2010	12/12/2010	300 BILLEE	D FINANCE CHARGES	\$24.82
12/12/2010	12/12/2010	300 BILLEE	D FINANCE CHARGES	\$8 55
1/5/2011	1/6/2011	304 LATE (CHARGE ASSESSMENT	\$35.00
1/7/2011	1/7/2011	403 LATE (CHARGE CREDIT PAID	(\$3.16)
1/7/2011	1/7/2011	403 LATE (CHARGE CREDIT PAID	(\$1 97)
1/7/2011	1/7/2011	162 PAYM	IENT - THANK YOU!	(\$30 58)
1/7/2011	1/7/2011	162 PAYM	IENT - THANK YOU!	(\$17 71)
1/7/2011	1/7/2011	404 INSUR	ANCE PREMIUM PAID	(\$13 03)
1/7/2011	1/7/2011	400 FINAN	ICE CHARGE CREDIT PAID	(\$8 55)
1/7/2011	1/7/2011	400 FINAN	ICE CHARGE CREDIT PAID	(\$2 71)
1/7/2011	1/7/2011	400 FINAN	ICE CHARGE CREDIT PAID	(\$24.82)
1/7/2011	1/7/2011	399 PRINC	IPAL CREDIT PAID	(\$5 76)
1/7/2011	1/7/2011	162 PAYMI	ENT - THANK YOU!	(\$11 71)
1/12/2011	1/12/2011	300 BILLED	FINANCE CHARGES	\$9.74
1/12/2011	1/12/2011	300 BILLED	D FINANCE CHARGES	\$25.47
1/12/2011	1/12/2011	300 BILLED	D FINANCE CHARGES	\$3 55
1/12/2011	1/12/2011	306 INSUR	ANCE PREMIUM ASSESSED	\$13 55
2/6/2011	2/6/2011	304 LATE C	CHARGE ASSESSMENT	\$35 00
2/9/2011	2/9/2011	399 PRINCI	IPAL CREDIT PAID	(\$5.08)
2/9/2011	2/9/2011	162 PAYME	ENT - THANK YOU!	(\$30 55)
2/9/2011	2/9/2011	162 PAYME	ENT - THANK YOU!	(\$22.75)
2/9/2011	2/9/2011	403 LATE C	CHARGE CREDIT PAID	(\$1 96)
2/9/2011	2/9/2011	400 FINAN	CE CHARGE CREDIT PAID	(\$9 74)
2/9/2011	2/9/2011	162 PAYME	ENT - THANK YOU!	(\$11 70)
2/9/2011	2/9/2011	403 LATE C	CHARGE CREDIT PAID	(\$5 65)
2/9/2011	2/9/2011	404 INSUR	ANCE PREMIUM PAID	(\$13 55)
2/9/2011	2/9/2011	400 FINAN	CE CHARGE CREDIT PAID	(\$3 55)
2/9/2011	2/9/2011	400 FINANO	CE CHARGE CREDIT PAID	(\$25.47)
2/11/2011	2/11/2011	300 BILLED	FINANCE CHARGES	\$9 71
2/11/2011	2/11/201 1	300 BILLED	FINANCE CHARGES	\$25 39
2/11/2011	2/11/2011	300 BILLED	FINANCE CHARGES	\$4.44
2/11/2011	2/11/2011	306 INSURA	ANCE PREMIUM ASSESSED	\$13.82

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9 1	Case 1:	17-cv-00534 ECF No. 1-1 filed 06/13/17	PageID.31 Page 19 of 32
3/6/201	.1 3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 76)
3/6/201	1 3/5/2011	162 PAYMENT - THANK YOU!	(\$11.47)
3/5/201	1 3/6/2011	162 PAYMENT - THANK YOUI	(\$19 59)
3/6/201	1 3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$9 71)
3/6/201	1 3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 33)
3/6/201	1 3/6/2011	404 INSURANCE PREMIUM PAID	(\$13.82)
3/6/201	1 3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$4.44)
3/6/201	1 3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$25 39)
3/6/201	1 3/6/2011	162 PAYMENT - THANK YOU!	(\$29 94)
3/6/201:	1 3/6/2011	399 PRINCIPAL CREDIT PAID	(\$4.55)
3/11/201:	1 3/11/2011	300 BILLED FINANCE CHARGES	\$22 73
3/11/2011	l 3/11/2011	300 BILLED FINANCE CHARGES	\$8 70
3/11/2011	3/11/2011	300 BILLED FINANCE CHARGES	\$4.49
3/11/2011	3/11/2011	306 INSURANCE PREMIUM ASSESSED	\$13 90
4/6/2011	4/6/2011	304 LATE CHARGE ASSESSMENT	\$35.00
4/12/2011	4/12/2011	300 BILLED FINANCE CHARGES	\$5 26
4/12/2011	4/12/2011	300 BILLED FINANCE CHARGES	\$25 18
4/12/2011	4/12/2011	300 BILLED FINANCE CHARGES	\$9 63
4/12/2011	4/12/2011	306 INSURANCE PREMIUM ASSESSED	\$14 00
5/7/2011	5/7/2011	304 LATE CHARGE ASSESSMENT	\$35 00
5/12/2011	5/12/2011	300 BILLED FINANCE CHARGES	\$6.41
5/12/2011	5/12/2011	300 BILLED FINANCE CHARGES	\$9.56
5/12/2011	5/12/2011	300 BILLED FINANCE CHARGES	\$24.99
6/6/2011	6/6/2011	304 LATE CHARGE ASSESSMENT	\$35 00
6/12/2011	6/12/20 11	300 BILLED FINANCE CHARGES	\$7.70
6/12/2011	6/12/2011	300 BILLED FINANCE CHARGES	\$26.46
6/12/2011	6/12/2011	300 BILLED FINANCE CHARGES	\$10 12
7/6/2011	7/5/2011	304 LATE CHARGE ASSESSMENT	\$35.00
7/12/2011	7/12/2011	300 BILLED FINANCE CHARGES	\$10 04
7/12/2011	7/12/2011	300 BILLED FINANCE CHARGES	\$26 26
7/12/2011	7/12/2011	300 BILLED FINANCE CHARGES	\$8 51
8/7/2011	8/12/2011	304 LATE CHARGE ASSESSMENT	\$35.00
8/12/2011	8/12/2011	300 BILLED FINANCE CHARGES	\$9.87
8/12/2011	8/12/2011	300 BILLED FINANCE CHARGES	\$27.80
8/12/2011	8/12/2011	300 BILLED FINANCE CHARGES	\$10 63
9/6/2011	9/12/2011	304 LATE CHARGE ASSESSMENT	\$35 00
9/12/2011	9/12/2011	300 BILLED FINANCE CHARGES	\$9 57
9/12/2011	9/12/2011	300 BILLED FINANCE CHARGES	\$9.45
9/12/2011	9/12/2011	300 BILLED FINANCE CHARGES	\$24.70
10/6/2011		304 LATE CHARGE ASSESSMENT	\$35.00
10/12/2011		300 BILLED FINANCE CHARGES	\$10 22
10/12/2011		300 BILLED FINANCE CHARGES	\$24.44
10/12/2011 21095860	10/12/2011	300 BILLED FINANCE CHARGES	\$9 3 5

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10/17/2011	10/17/2 011	470 CO FIN CR OUT	(\$77.48)
10/17/2011	10/17/2011	477 CO LATE CHARGE DEBIT IN	\$127 99
10/17/2011	10/17/2011	471 CO FIN DB IN	\$77.48
10/17/2011	10/17/2011	469 CO PRIN DB IN	\$241.41
10/17/2011	10/17/2011	476 CO LATE CHARGE CREDIT OUT	(\$127 99)
10/17/2011	10/17/2011	471 CO FIN DB IN	\$202 56
10/17/2011	10/17/2011	469 CO PRIN DB IN	\$965 84
1 0/17/201 1	10/17/2011	470 CO FIN CR OUT	(\$202 56)
10/17/2011	10/17/2011	479 CO INSURANCE DEBIT IN	\$27 90
10/17/2011	10/17/2011	477 CO LATE CHARGE DEBIT IN	\$425.40
10/17/2011	10/17/2011	471 CO FIN DB IN	\$62 03
10/17/2011	10/17/2011	476 CO LATE CHARGE CREDIT OUT	(\$425.40)
10/17/2011	10/17/2011	470 CO FIN CR OUT	(\$62.03)
10 /17/2011	10/17/2011	313 AUTOMATIC INITIAL CHARGEOFF	(\$2,130 61)
10/17/2011	10/17/2011	478 CO INSURANCE CREDIT OUT	(\$27.90)
10/17/2011	10/17/2011	468 CO PRIN CR OUT	(\$965 84)
10/17/2011	10/17/2011	468 CO PRIN CR OUT	(\$241.41)
12 /20/2011	12/21/2011	399 PRINCIPAL CREDIT PAID	(\$34.16)
12/20/2011	12/21/2011	399 PRINCIPAL CREDIT PAID	(\$965 84)
12/30/2011	12/30/2011	478 CO INSURANCE CREDIT OUT	(\$27 90)
1 2/30/2011	12/30/2011	468 CO PRIN CR OUT	(\$241.41)
12/30/2011	12/30/2011	476 CO LATE CHARGE CREDIT OUT	(\$127.99)
12/30/2011	12/30/2011	470 CO FIN CR OUT	(\$77.48)
12/30/2011	12/30/2011	468 CO PRIN CR OUT	(\$965 84)
12/30/2011	12/30/2011	470 CO FIN CR OUT	(\$202.56)
12/30/2011	12/30/2 011	476 CO LATE CHARGE CREDIT OUT	(\$425.40)
12/30/2011	12/30/2011	314 AUTOMATIC FINAL CHARGEOFF	(\$2,130 61)
12/30/2011	12/30/2011	470 CO FIN CR OUT	(\$62.03)

Account Balance History Summary

5/24/2007	\$1,723 79
7/5/2007	\$1,671 79
7/12/2007	\$1,751 02
8/7/2007	\$1,790.02
8/8/2007	\$1,720.02
8/12/2007	\$1,775.9 9
9/2/2007	\$1,705 99
9/12/2007	\$1,762 09
10/7/2007	\$1,692 09
10/12/2007	\$1,746 64
11/7/2007	\$1,785 64
11/8/2007	\$1,715.64
11/12/2007 21095860	\$1,770.73

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12/2/2007	\$1,701 22
12/12/2007	\$1,755 11
12/18/2007	\$1,759.08
1/6/2008	\$1,689.08
1/12/2008	\$1,743.75
2/5/2008	\$1,693.75
2/7/2008	\$1,732 75
2/12/2008	\$1,786 85
2/16/2008	\$1,747.68
3/7/2008	\$1,657 68
3/12/2008	\$1,707 30
4/6/2008	\$1,639.30
4/12/2008	\$1,690 10
5/4/2008	\$1,620 10
5/12/2008	\$1,668 12
6/3/2008	\$1,603.26
6/12/2008	\$1,651 74
7/6/2008	\$1,586.74
7/12/2008	\$1,633.43
8/4/2008	\$1,569 88
8/12/2008	\$1,617 06
9/4/2008	\$1,547 06
9/12/2008	\$1,593 71
9/23/2008	\$1,667 90
10/5/2008	\$1,602 90
10/12/2008	\$1,649 34
10/23/2008	\$1,798.34
11/3/2008	\$1,728.34
11/12/2008	\$1,778.82
11/15/2008	\$2,078.87
12/3/2008	\$2,008.87
12 /12/2008	\$2,330 30
12/18/2008	\$1,833 84
12/19/2008	\$2,077 63
1/7/2009	\$1,987.63
1/12/2009	\$2,044.83
2/4/2009	\$1,944.83
2/12/2009	\$2,002.13
3/4/2009	\$1,922 13
3/12/2009	\$1,973.44
3/20/2009	\$2,025.38
4/5/2009	\$1,945 38
4/12/2009 2 1095860	\$2,000 68

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s là boos	61 000 65
5/6/2009	\$1,920 68
5/12/2009	\$1,974.55
6/7/2009	\$1,897 91
6/12/2009	\$1,952 30
7/7/2009	\$1,991.30
7/12/2009	\$2,044.56
8/6/2009	\$2,083 56
8/7/2009	\$2,003 56
8/12/2009	\$2,060.19
9/6/2009	\$1,160 19
9/11/2009	\$1,210 98
10/7/2009	\$1,155.98
10/12/2009	\$1,188 59
11/7/2009	\$1,227 59
11/8/2009	\$1,177 59
11/12/2009	\$1,218.17
12/7/2009	\$1,324.99
12/10/2009	\$1,274.99
12/11/2009	\$1,317 53
1/6/2010	\$1,266 53
1/12/2010	\$1,311.42
1/17/2010	\$1,368.64
1/20/2010	\$1,298 70
2/7/2010	\$1,337 70
2/8/2010	\$1,285 70
2/12/2010	\$1,330 50
3/7/2010	\$1,278.50
3/12/2010	\$1,320 5 9
4/6/2010	\$1,359 59
4/8/2010	\$1,307 59
4/12/2010	\$1,352.99
5/6/2010	\$1,391 9 9
5/7/2010	\$1,292 99
5/12/2010	\$1,337 91
6/6/2010	\$1,282.91
6/11/2010	\$1,328.47
7/6/2010	\$1,367.47
7/11/2010	\$1,312.47
7/12/2010	\$1,357 16
8/7/2010	\$1,396 16
8/8/2010	\$1,341.16
8/12/2010	\$1,387 76
9/6/2010	\$1,412 76
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9/9/2010				\$1,354.76
9/12/2010				\$1,402 39
10/6/2010				\$1,347 39
1 0/1 2/2010				\$1,394.01
11/7/2010				\$1,339.01
11/12/2010				\$1,386.49
11/22/2010				\$1,455 37
11/23/2010				\$1,501 86
12/6/2010				\$1,536.86
12/8/2010				\$1,476.86
12/12/2010				\$1,525 97
1/6/2011				\$1,560.97
1/7/2011				\$1,500 97
1/12/2011				\$1,553 28
2/6/2011				\$1,588 28
2 /9/201 1				\$1,523.28
2/11/2011				\$1,576.64
3/6/2011				\$1,515 64
3/11/2011				\$1,565.46
4/6/2011				\$1,600.46
4/12/2011				\$1,654.53
5/7/2011				\$1,689 53
5/12/2011				\$1,730.49
6/6/2011				\$1,765.49
6/12/2011				\$1,809 77
7/6/2011				\$1,844.77
7/12/2011				\$1,889 58
8/ 12 /2011				\$1,972.88
9/12/2011				\$2,051 60
10/12/2011				\$2,130 61
10/17/2011				\$2,130.61
12/30/2011				\$0 00

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BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Account Purchase Agreement ("Account Purchase Agreement") among WebBank ("Bank"), Dell Revolver Company L.P. ("Revolver"), and Dell Financial Services L.L.C. ("DFS"), dated January 7, 2011, Bank does hereby sell, assign and convey to DFS as Designee for Revolver, its successors and assigns, as of the date hereof all right, title and interest of Bank in and to those certain accounts described in Schedule 1 attached hereto and made a part hereof for all purposes. Terms used herein shall have the meanings set forth in the Account Purchase Agreement.

This BILL OF SALE is executed without recourse and without representation of any warranty of collectability or otherwise, expressed or implied, except as may be specifically provided in the Program Documents.

Dated this day of July, 2015.

WEBBANK

ly in Bando Bv

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Name: Kelly M. Barnett Title: President

21095860 Dell - Internal Use - Confidential WebBank Bill of Sale FY16 Warehouse

Schedule 1

to

Bill of Sale dated July 2, 2015

Accounts specifically identified in the following file: Warehouse July2015 sales WebBank.xlsx

is saved and encrypted on Hyperoffice at the following path: <u>WebBank / DFS / Asset Transfer / July</u> (2015) FY16 Warehouse Sale

21095860 Dell-Internal Lise-Confidential WebBank Bill of Sale FY16 Warehouse

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR (WebBank)

STATE OF UTAH COUNTY OF SALT LAKE

Kelly M. Barnett, being duly sworn, deposes and says:

- 1. I am over 18 and not a party, nor employed by a party, to the sale of certain accounts by Dell Financial Services L.L.C. to Midland Funding, LLC. 1 am President of WebBank. In that capacity, I am aware of the process of the sale and assignment of electronically stored business records.
- 2. WebBank owned certain accounts and instructed its servicer, Dell Financial Services L.L.C., to maintain and record certain information in the records as they relate to such accounts. 1 am authorized to make the statements and representations set forth in this affidavit on behalf of WebBank. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of WebBank.
- My duties include having knowledge of, and access through WebBank's servicer, Dell Financial Services L.L.C., to certain business records relating to the Accounts (as defined below). These records are kept by WebBank's servicer, Dell Financial Services L.L.C., on behalf of WebBank in the regular course of business.
- 4. On or about July 28, 2015, WebBank ("Transferor") transferred (or caused to be transferred) or otherwise conveyed a pool of accounts, including certain charged-off accounts (the "Accounts") to Dell Financial Services L.L.C. ("Transferee"). Pursuant to the bill of sale, Transferor sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Transferee and its successors and permitted assigns, all right, title and interest the Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Transferee and its affiliates.
- 5. Dell Financial Services. L.L.C. was the servicer of the Accounts from the origination of the Accounts through July 30, 2015. In its role as servicer of the Accounts, Dell Financial Services L.L.C. kept and maintained business records on behalf of WebBank in the regular course of business, and it was in the regular course of business of Dell Financial Services L.L.C. for an employee or representative with personal knowledge of the act, event condition or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence.
- 6. The above statements are true to the best of my knowledge.

FURTHER AFFIANT SAYETH NOT.

Signed this _____ day of September, 2015.

Kelly M. B

WebBank

Subscribed and sworn to before me this // day of September, 2015, by Kelly M. Barnett, an employee of WebBank.

Notary Public



CERTIFICATE OF CONFORMITY STATE OF UTAH

1

I am a member of the Utah State Bar and licensed to practice law in the State of Utah. The form of the foregoing sworn statement and the form of the notary certificate each complies with the laws of the State of Utah, which is the state in which the statement is given, and if properly sworn and executed qualifies as a valid and effective affidavit in the State of Utah.

120/0015 Date

CITY OF SALT LAKE

Sume F Bai Lock Attorney at law in the State of Utah

21095860

FY16 Watchouse Sale WB OC

BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Master Account Purchase Agreement between Dell Financial Services L.L.C. ("Seller") and Midland Funding, LLC ("Purchaser"), dated as of <u>07/30/2015</u> ("Effective Date"), and incorporated herein by reference, Seller does hereby sell, assign, transfer, deliver and convey to Purchaser, and its successors and assigns all rights, title and interests of Seller in and to those certain Purchased Accounts described in Exhibit A -1 attached hereto and made a part hereof for all purposes.

For purposes of this Bill of Sale the File Creation Date shall be <u>07/20/2015</u>. Unless otherwise defined herein, all capitalized terms appearing in this Bill of Sale shall have the meanings defined for such terms in the Agreement.

To the best of Seller's knowledge and belief, all of the information contained in the Purchased Accounts File, and Seller's Purchased Accounts Information, is and shall be true, complete, accurate and not misleading in any material respect. Further, all of the information contained in Seller's Purchased Accounts Information (a) constitutes Seller's own business records regarding the Purchased Accounts; and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Purchased Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data.

21095860 Dell - Restricted - Confidential FY16 Warehouse Sale This BILL OF SALE is executed without recourse and without any representation or any warranty of collectability or otherwise, expressed or implied, except as provided in the Account Purchase Agreement.

EXECUTED this 30th day of July, 2015

SELLER:

PURCHASER:

DELL FINANCIAL SERVICES L.L.C.

Print Name: <u>Stephen Sippel</u>

Print Title: <u>Executive Director, Risk Operations</u>

Midland Funding, LLC By:

Print Kenneth A. Veachionz Name:

Print Preside Title:

21095860 Dell - Restricted - Confidentiai FY16 Warchouse Sale

EXHIBIT A-1

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BILL OF SALE

The Purchased Accounts are the Charged-Off Accounts that are included in the file named <u>FY16 Warehouse Sale File.xls</u> dated <u>07/20/2015</u> and incorporated herein by reference, which is defined in the Agreement as the Purchased Accounts File.

21095860 Dell - Restricted - Confidential FY16 Warehouse Sale Case 1:17-cv-00534 ECF No. 1-1 filed 06/13/17 PageID.42 Page 30 of 32

CLOSING STATEMENT

EFFECTIVE DATE:

SELLER:

PURCHASER:

NUMBER OF ACCOUNTS:

TOTAL UNPAID BALANCE:

PURCHASE PERCENTAGE:

PURCHASE PRICE:

FILE CREATION DATE:

PURCHASED ACCOUNTS:

FILE NAME:

CLOSING DATE:

07/30/2015

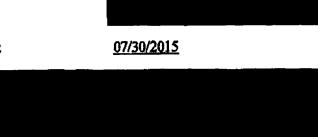
Dell Financial Services L.L.C.

Midland Funding, LLC



07/20/2015

As included in the Purchased Accounts File



Dell - Restricted - Confidential 21095860/16 Warehouse Sale Closing Statement

AFFIDAVIT OF SALE OF ACCOUNTS BY RESELLING CREDITOR (Dell Financial Services L.L.C.)

State of New York, County of New York.

Kevin R. Smith ("Affiant") being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the <u>Senior Collections Manager</u> of Dell Financial Services L.L.C. In that capacity, I am a custodian of certain books and records of Dell Financial Services L.L.C., and certain of its affiliates (altogether, "Debt Seller"), and am aware of the process of the sale and assignment of electronically stored business records.

Dell Financial Services L.L.C. owns certain accounts and, as servicer of the accounts, also maintains and records information in the ordinary course of business as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Dell Financial Services L.L.C. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of Dell Financial Services L.L.C.

As a custodian of records for Dell Financial Services L.L.C., my duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Dell Financial Services L.L.C. in the regular course of business. It was in the regular course of business for an employee or representative of Dell Financial Services L.L.C. with personal knowledge of the act, event, condition or opinion to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

On July 30, 2015 Dell Financial Services L.L.C. sold a pool of charged-off accounts (the "Accounts") by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding, LLC. Dell Financial Services L.L.C. bought the Accounts from WebBank on July 28, 2015. For those Accounts that were originated prior to November 14, 2009, CIT Bank (f/k/a CIT OnLine Bank) was the original creditor who sold such Accounts to WebBank on or about November 13, 2009. For those Accounts that were originated on or after November 14, 2009, WebBank was the original creditor. All Accounts charged off prior to November 14, 2009 were charged off by CIT Bank (f/k/a CIT OnLine Bank) and all Accounts charged off on or after November 14, 2009 were charged off by WebBank. Dell Financial Services L.L.C. was the servicer of the Accounts for both CIT Bank (f/k/a CIT OnLine Bank) and WebBank from the origination of the Accounts until July 16, 2015.

Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.

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Dell - Restricted - Confidential

FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Dell Financial Services L.L.C., as servicer of the accounts, in the regular course of business, and it was in the regular course of business of Dell Financial Services L.L.C. for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Dell Financial Services L.L.C. as a business records and the accuracy of such records are relied upon by Dell Financial Services L.L.C. in the regular course of business.

The above statements are true to the best of my knowledge.

Signed this 30th day of July, 20] Kevin R. Smith

Sworn before me this 30th day of July, 2015.

G-10917 ry Public. State of Texas Commission Expires bruary 27, 2016

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CERTIFICATE OF CONFORMITY

STATE OF TEXAS CITY OF ROUND ROCK

The undersigned does hereby certify that she is an attorney at law duly admitted to practice in the State of Texas and is a resident of Round Rock in the State of Texas; that she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Texas; that the foregoing acknowledgment by the Affiant named in the foregoing instrument taken before Nancy G. Lopez a notary in the State of Texas was taken in the manner prescribed by such laws of the State of Texas, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

July 30, 2015 Date

oreen Wkoolor Doreen Wheeler Attorney at Law

Licensed in the State of Texas

21095860 Dell - Restricted - Confidential

FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

Case 1:17-cv-00534 ECF No. 1-2 filed 06/13/17 PageID.45 Page 1 of 8

EXHIBIT B

Case 1:17-cv-00534 ECF No. 1-2 filed 06/13/17 PageID.46 Page 2 of 8

OF MICHIGAN

64-A DISTRICT COURT FOR THE COUNTY OF IONIA

MIDLAND FUNDING, LLC

File No. 16-0874-GC

Plaintiff,

Hon. Raymond P. Voet

v.

KAREN WIITANEN,

Defendant.

GOLDEN LAW OFFICES, P.C. B. Thomas Golden (P70822)

Attorney for Defendant 2186 West Main Street P.O. Box 9 Lowell, Michigan 49331 (616) 897-2900

DEFENDANT'S FIRST AMENDED ANSWER

Pursuant to MCR 2.118(A)(1), the Defendant, by and through her attorney, B. Thomas Golden, files Defendant's First Amended Answer, Defendant's First Amended Affirmative and/or Special Defenses, and Defendant's Renewal of Jury Demand. In response to Plaintiff's Complaint, Defendant states:

Defendant lacks knowledge or information sufficient to form
 a belief as to the truth of the allegations contained in

paragraph 1 of Plaintiff's Complaint, and therefore denies the same, and demands strict proof thereof.

- 2. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of Plaintiff's Complaint, and therefore denies the same, and demands strict proof thereof.
- Defendant denies the allegations in paragraph 3 of Plaintiff's Complaint.
- 4. Defendant denies Plaintiff's allegations in paragraph 4 of Plaintiff's Complaint. Defendant further states that she settled this debt in full, pursuant to an agreement with the original creditor for \$1000.00. The payment of the agreed settlement amount is reflected in Plaintiff's own records attached to its Complaint, which show a \$1000.00 payment on December 20, 2011 and show balance owed of \$0.00 as of December 30, 2011.
- Defendant denies Plaintiff's allegations in paragraph 5 of Plaintiff's Complaint.

WHEREFORE, Defendant respectfully requests this Honorable Court deem this answer good and sufficient and Order: that Plaintiffs' suit be dismissed with prejudice; that Plaintiff be ordered to pay reasonable attorney's fees and costs to Defendant; and for any other relief deemed appropriate by this Honorable Court.

DEFENDANT'S FIRST AMENDED AFFIRMATIVE AND/OR SPECIAL DEFENSES

PLEASE TAKE NOTICE that the Defendant may rely upon the following defenses at trial:

- Plaintiff's claims are barred because it has failed to state a claim upon which relief may be granted
- 2. Plaintiff's claims are barred by the applicable statute of limitations.
- 3. Plaintiff's claims are barred through the doctrine of accord and satisfaction.
- Plaintiff's claims are barred because the original creditor released Defendant from any liability.
- 5. Plaintiff's claims are barred because Defendant paid the debt off to the original creditor.
- 6. Plaintiff's claims are barred through an agreement to arbitrate, as shown in Exhibit A, as attached. Defendant demands arbitration and select JAMS as the arbitration administrator. Defendant additionally demands an in-person hearing in her home town.

- 7. Plaintiff's claims are barred because the original creditor discharged Defendant's obligation.
- 8. Plaintiff's claims are precluded, in whole or in part, based on the doctrines of estoppel, waiver, consent, repudiation, laches and/or unclean hands.
- Plaintiff lacks capacity to sue on the allegations made in its Complaint.
- 10.Any other defense that becomes known during the course of discovery.

RENEWAL OF JURY TRIAL DEMAND

Defendant is entitled to, and hereby respectfully relies upon the previously made demand for a trial by jury on all issues so triable. Michigan Const. 1963, Art. I, § 14; US Const. amend. 7.

Respectfully Submitted,

GOLDEN LAW OFFICES, P.C.

Date: August 5, 2016

By:

B. Thomas Golden (P70822) Golden Law Offices, P.C. Attorney for Defendant 2186 West Main Street P.O. Box 9 Lowell, Michigan 49331 (616) 897-2900

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INPORTANT MESSAGE FOR NEW CUSTOMERS

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Page 2 of 2 Exhibit

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PROOF OF SERVICE

The undersigned states that he did deliver the following document by enclosing it in a sealed envelope with first class postage fully prepaid, addressed to the person served, in accordance with MCR 2.107(C)(3) and deposited the envelope and its contents in the United States mail:

DOCUMENT: Defendant's First Amended Answer, Defendant's First Amended Affirmative and/or Special Defenses, and Defendant's Renewal of Jury Demand.

DATE SERVED: August 5, 2016

DELIVERED TO:

64-A District Court Civil Clerk's Office 101 W. Main St. Ionia, MI 48846

Christopher B. Best, Esq. Weltman, Weinberg & Reis Co., L.P.A. 2155 Butterfield Drive, Suite 200 Troy, Michigan 48084

B. Thomas Golden (P70822)
Attorney for Defendant
Golden Law Offices, P.C.
2186 West Main Street
P.O. Box 9
Lowell, Michigan 49331

EXHIBIT C

Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.54 Page 2 of 58

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

Over 80 Years of Service.

Daniel E. Best Attorney

2155 Butterfield Drive, Suite 200-S Troy, MI 48084 248 362 6100 phone | 248 786 3197 fax DETATTY@weltman.com weltman.com

August 3, 2016

64A JUDICIAL DISTRICT COURT Attn: Civil Clerk 101 W. Main Street Ionia, MI 48846

RE: Midland Funding LLC v. Karen Wiitanen 64A Judicial District Court Case No. 16-0874-GC WWR File No. 21095860

Dear Clerk of the Court:

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Brooklyn Hts 216 739 5100

Chicago 312 782 9676

Cincinnati 513 723 2200

Cleveland 216 685 1000

Columbus 614 801 2600

Enclosed please find Plaintiff's Motion for Summary Disposition, Notice of Hearing, proposed Order, \$20.00 filing fee, Judge's Copy and Proof of Service in the above referenced matter. Please return a time stamped copy of the same in the attached self addressed postage paid envelope.

Thank you for your attention in this matter.

Sincerely,

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Christopher Best, Esq.

CBB/jl Enclosures

cc: Thomas Golden, Esq. (w/ enc.)

RECEIVED

AUG 1 1 2016

Golden Law Offices, P.C.

Detroit 248 362 6100 Ft. Lauderdale 954 740 5200 Philadelphia 215 599 1500 Pittsburgh 412 434 7955 WWR# 21095860

STATE OF MICHIGAN IN THE 64A JUDICIAL DISTRICT COURT

Midland Funding LLC, Original Creditor: Webbank/Dell Financial Services L.L.C.,

Plaintiff,

v.

.

· . (

Case No. 16-0874-GC Hon. Raymond P. Voet

Karen Wiitanen,

Defendant.

WELTMAN, WEINBERG AND REIS,
CO., L.P.A.
By: Daniel E. Best (P58501) Christopher Best (P77875)
Attorneys for Plaintiff
2155 Butterfield Drive, Suite 200-S
Troy, Michigan 48084
248-362-6100

8/51

Golden Law Offices, P.C. By: Thomas Golden (P-70822) Attorney for Defendant P.O. Box 9 Lowell, Michigan 49331 (616)897-2900

NOTICE OF HEARING MOTION FOR SUMMARY DISPOSITION

Please take notice that the above-referenced matter will be heard before the Honorable Raymond P. Voet on the 12th day of September, 2016 at 11:00 a.m. EST. Said hearing will take place at the Court located at 101 W. Main Street, Ionia, MI 48846.

Dated:

W. Main Street, Ionia, MI #8846.
Respectfully submitted,
Respectfully Submitted.
WELTMAN, WEINBERG & REIS
By: Daniel F. Best (P58501)

By: Daniel E. Best (P58501) Christopher Best (P77875) Attorneys for Plaintiff 2155 Butterfield Dr., Ste. 200-S Troy, MI 48084 248-362-6100 WWR# 21095860

STATE OF MICHIGAN IN THE 64A JUDICIAL DISTRICT COURT

Midland Funding LLC, Original Creditor: Webbank/Dell Financial Services L.L.C.,

Plaintiff,

v.

Case No. 16-0874-GC Hon. Raymond P. Voet

Karen Wiitanen,

Defendant.

WELTMAN, WEINBERG AND REIS, CO., L.P.A.
By: Daniel E. Best (P58501) Christopher Best (P77875)
Attorneys for Plaintiff
2155 Butterfield Drive, Suite 200-S
Troy, Michigan 48084
248-362-6100

Golden Law Offices, P.C. By: Thomas Golden (P-70822) Attorney for Defendant P.O. Box 9 Lowell, Michigan 49331 (616)897-2900

MOTION FOR SUMMARY DISPOSITION

NOW Comes, Plaintiff, Midland Funding LLC, by and through counsel, Weltman, Weinberg & Reis, Co., L.P.A. and moves this court pursuant to MCR 2.116 (C) (9) and (10), for summary disposition in its favor and against the Defendant, Karen Wiitanen, and support thereof

incorporates the brief attached hereto and incorporated herein by reference.

8/5/16 Dated:

Respectfully submitted,

WELTMAN, WEINBERG & REIS By: Daniel E. Best (P58501) Christopher Best (P77875) Attorneys for Plaintiff 2155 Butterfield Dr., Ste. 200-S Troy, MI 48084 248-362-6100

BRIEF

INTRODUCTION

Plaintiff initiated this action to recover for monies due and owing under the terms of a credit card agreement. Defendant neither admits nor denies entering into the credit card agreement. Plaintiff now moves this court for summary disposition in its favor.

FACTS

Defendant entered into a credit card agreement with Webbank/Dell Financial Services L.L.C.. Plaintiff is the assignee of Webbank/Dell Financial Services L.L.C.. A copy of the Affidavit, Bill of Sale, Customer Account Information and Cardmember Agreement are attached hereto as **Exhibits A, B, C and D,** respectively. Defendant neither admits nor denies entering into an agreement with Webbank/Dell Financial Services L.L.C. and merely denies the balance due and owing. The credit card agreement is in Defendant's name and the monthly statements were mailed to Defendant's address. Defendant did not object to the credit card agreement bills when she received the monthly statements. Defendant defaulted under the terms of the credit card agreement by failing to make the payments required thereby. There is now due and owing Plaintiff by Defendant under the terms of the credit card agreement, damages in the amount of \$1,033.24.

LAW AND ARGUMENT

A Motion for Summary Disposition under MCR 2.116(C)(9), alleging a failure to state a valid defense, tests the legal sufficiency of the pleaded defense and is evaluated by reference to the pleadings alone. Nasser v Auto Club Ins Ass'n, 435 Mich 33, 47; 457 NW2d 637 (1990); Durant v Stahlin, 375 Mich 628, 135NW2d 392 (1965); Minor Dietiker v Mary Jane Stores of

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Michigan, Inc, 2 Mich App 585, 141 NW2d 342 (1966). Documentary evidence is neither required nor permitted in evaluating such a motion. MCR 2.116(G)(2) and (5).

A motion under MCR 2.116(C)(10) tests the facts supporting a claim and must be supported by evidence showing that the moving party is entitled to a judgment in its favor. MCR 2.116(G)(3). "In presenting a motion for summary disposition, the moving party has the initial burden of supporting its position by affidavit, depositions, admissions, or other documentary evidence." Neubacher v Globe Furniture Rentals, 205 Mich App 418,420; 522 NW2d 335 (1994). The burden then shifts to the opposing party to establish that a genuine issue of disputed fact exists. Id. Where the burden of proof at trial on a dispositive issue rests on a non-moving party, the non-moving party may not rely on mere allegations or denials in pleadings, but must go beyond the pleadings to set forth specific facts that show that a genuine issue of material fact exists. McCart v J. Walter Thompson, 437 Mich App 109, 115; 469 NW2d 284 (1991). If the opposing party fails to present documentary evidence establishing the existence of a material factual dispute, the motion is properly granted. McCormic v Auto Club Insurance Association, 202 Mich App 233, 237; 507 NW2d 741 (1993).

The credit card agreement attached hereto specifically requires monthly payments. Defendant defaulted by failing to make the required payments. As a result of Defendant's default, Defendant is indebted to Plaintiff for damages in the amount of \$1,033.24 plus costs.

In this matter, there is no question that Defendant defaulted under the terms of the credit card agreement. As such, the default provisions of the credit card agreement became applicable. Pursuant thereto, Plaintiff is entitled to judgment in the amount of \$1,033.24 plus costs. Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.59 Page 7 of 58

15/16 Dated:

÷.,

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Respectfully submitted, *

WELTMAN, WEINBERG & REIS By: Daniel E. Best (P58501) Christopher Best (P77875) Attorneys for Plaintiff 2155 Butterfield Dr., Ste. 200-S Troy, MI 48084 248-362-6100 Case 1:17-cv-00534 - ECF No. 1-3 filed 06/13/17 - PagelD.60 - Page 8 of 58

Exhibit A

Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.61 Page 9 of 58

State of MICHIGAN

MIDLAND FUNDING LLC,

Plaintiff

-VS-

AFFIDAVIT OF ERICKA BOSSE

KAREN WIITANEN,

Defendant(s).

Ericka Bosse, whose business address is 16 McLeland Road Suite 101, St. Cloud, MN 56303, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("MCM"), servicer of this account on behalf of Plaintiff. I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained on Plaintiff's behalf. Plaintiff is the current owner of, and/or successor to, the obligation sued upon, and was assigned all the rights, title and interest to Defendant's WEBBANK account XXXXXXXXXXXX2068 (hereinafter "the account"). I have access to and have reviewed the electronic records pertaining to the account maintained by MCM and am authorized to make this affidavit on Plaintiff's behalf. The electronic records reviewed consist of data acquired from the seller when Plaintiff purchased the account, together with records generated by MCM in connection with servicing the account since the date the account was purchased by Plaintiff. In addition, I reviewed the documents that are attached to this affidavit.

2. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to this account. The records are kept in the regular course of business. It was in the regular course of business for a person with knowledge of the act or event recorded to make the record or data compilation, or for a person with knowledge to transmit information thereof to be included in such record. In the regular course

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AFFIDAVIT OF ERICKA BOSSE - 1







of business, the record or compilation is made at or near the time of the act or event. The relevant financial information concerning the account includes the following:

3. MCM's records show that Defendant(s) owed a balance of \$1,033.24 as of 2016-04-25.

4. As set forth in the records attached hereto, on or about 2015-07-28, the account was sold from WEBBANK to Dell Financial Services L.L.C.. The account was then sold to the following debt buyers in order of occurrence on or about:

1. 2015-07-30 MIDLAND FUNDING LLC

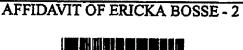
- 5. Attached hereto are the following records regarding the account:
 - a) Bill(s) of Sale and Assignment and/or Affidavit(s) of Sale for the above referenced sale(s) of the account.
 - b) Seller data sheet reflecting the individual account data extracted and printed from electronic records provided by the seller to MCM pursuant to the Bill of Sale/ Assignment in connection with the sale of the account to Plaintiff.

6. The documents attached hereto are true and correct copies of the originals, being a reproduction of the records on file on behalf of Plaintiff based upon my review, except to the extent that confidential and privileged information and/or personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law.

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AFFRECORD



I certify under penalty of perjury that the foregoing statements are true and correct.

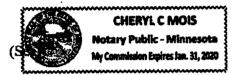
MAY 1 6 2016

Date

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on MAY 1 6 2015 by Ericka Bosse.



C Mais Notary Pu

OH14 Weltman, Weinberg & Reis. Co., L.P.A

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AFFIDAVIT OF ERICKA BOSSE - 3





BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Account Purchase Agreement ("Account Purchase Agreement") among WebBank ("Bank"), Dell Revolver Company L.P. ("Revolver"), and Dell Financial Services L.L.C. ("DFS"), dated January 7, 2011, Bank does hereby sell, assign and convey to DFS as Designee for Revolver, its successors and assigns, as of the date hereof all right, title and interest of Bank in and to those certain accounts described in Schedule 1 attached hereto and made a part hereof for all purposes. Terms used herein shall have the meanings set forth in the Account Purchase Agreement.

This BILL OF SALE is executed without recourse and without representation of any warranty of collectability or otherwise, expressed or implied, except as may be specifically provided in the Program Documents.

Dated this day of July, 2015.

WEBBANK

ly in Dande By:

Name: Kelly M. Barnett Title: President

- ----

Schedule 1

to

Bill of Sale dated July 27, 2015

Accounts specifically identified in the following file: Warehouse July2015 sales WebBank.xisx

is saved and encrypted on Hyperoffice at the following path: <u>WebBank / DFS / Asset Transfer / July</u> (2015) FY16 Warehouse Sale

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AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR (WebBank)

STATE OF UTAH COUNTY OF SALT LAKE

Kelly M. Barnett, being duly sworn, deposes and says:

- I am over 18 and not a party, nor employed by a party, to the sale of certain accounts by Dell Financial Services L.L.C. to Midland Funding, LLC. 1 am President of WebBank. In that capacity, I am aware of the process of the sale and assignment of electronically stored business records.
- 2. WebBank owned certain accounts and instructed its servicer, Dell Financial Services L.L.C., to maintain and record certain information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of WebBank. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of WebBank.
- 3. My duties include having knowledge of, and access through WebBank's servicer, Dell Financial Services L.L.C., to certain business records relating to the Accounts (as defined below). These records are kept by WebBank's servicer, Dell Financial Services L.L.C., on behalf of WebBank in the regular course of business.
- 4. On or about July 28, 2015, WebBank ("Transferror") transferred (or caused to be transferred) or otherwise conveyed a pool of accounts, including certain charged-off accounts (the "Accounts") to Dell Financial Services L.L.C. ("Transferee"). Pursuant to the bill of sale, Transferor sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Transferee and its successors and permitted assigns, all right, title and interest the Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Transferee and its affiliates.
- 5. Dell Financial Services. L.L.C. was the servicer of the Accounts from the origination of the Accounts through July 30, 2015. In its role as servicer of the Accounts, Dell Financial Services L.L.C. kept and maintained business records on behalf of WebBank in the regular course of business, and it was in the regular course of business of Dell Financial Services L.L.C. for an employee or representative with personal knowledge of the act, event condition or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence.
- The above statements are true to the best of my knowledge. б.

FURTHER AFFIANT SAYETH NOT.

Signed this day of September, 2015.

Kelly M. B

WebBank

day of September, 2015, by Kelly M. Barnett, an employee of WebBank. Subscribed and sworn to before me this

Nder-Public

Date

SHANNON NOEL **Notary Public** State of Utah Comm. No 666849 My Comm Explies Jul 20, 2017

CERTIFICATE OF CONFORMITY

STATE OF UTAH CITY OF SALT LAKE

I am a member of the Utah State Bar and licensed to practice law in the State of Utah. The form of the foregoing sworn statement and the form of the notary certificate each complies with the laws of the State of Utah, which is the state in which the statement is given, and if properly sworn and executed qualifies as a valid and effective affidavit in the State of Utah.

12010015

Attorney at law in the State of Utah

21095860 FY16 Watchouse Sale WB OC

BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Master Account Purchase Agreement between Dell Financial Services L.L.C. ("Seller") and Midland Funding, LLC ("Purchaser"), dated as of <u>07/30/2015</u> ("Effective Date"), and incorporated herein by reference, Seller does hereby sell, assign, transfer, deliver and convey to Purchaser, and its successors and assigns all rights, title and interests of Seller in and to those certain Purchased Accounts described in Exhibit A -1 attached hereto and made a part hereof for all purposes.

For purposes of this Bill of Sale the File Creation Date shall be <u>07/20/2015</u>. Unless otherwise defined herein, all capitalized terms appearing in this Bill of Sale shall have the meanings defined for such terms in the Agreement.

To the best of Seller's knowledge and belief, all of the information contained in the Purchased Accounts File, and Seller's Purchased Accounts Information, is and shall be true, complete, accurate and not misleading in any material respect. Further, all of the information contained in Seller's Purchased Accounts Information (a) constitutes Seller's own business records regarding the Purchased Accounts; and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Purchased Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data.

21095860 Dell - Restricted - Confidential FY16 Warehouse Sale This BILL OF SALE is executed without recourse and without any representation or any warranty of collectability or otherwise, expressed or implied, except as provided in the Account Purchase Agreement.

EXECUTED this 30th day of July, 2015

SELLER:

PURCHASER:

DELL FINANCIAL SERVICES L.L.C.

Print Name: Stephen Sippel

Print Title: <u>Executive Director, Risk Operations</u>

Midland Funding, LLC By:

Print Kenneth A. Vecchionz Name:

Print Preside Title:

Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.69 Page 17 of 58

EXHIBIT A-1

<u>T0</u>

BILL OF SALE

The Purchased Accounts are the Charged-Off Accounts that are included in the file named <u>FY16 Warehouse Sale File.xls</u> dated <u>07/20/2015</u> and incorporated herein by reference, which is defined in the Agreement as the Purchased Accounts File.

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21095860 Dell - Restricted - Confidential FY16 Warehouse Sale

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Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.70 Page 18 of 58

CLOSING STATEMENT

Dell Financial Services L.L.C.

07/30/2015

EFFECTIVE DATE:

SELLER:

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PURCHASER:

NUMBER OF ACCOUNTS:

TOTAL UNPAID BALANCE:

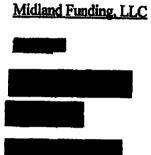
PURCHASE PERCENTAGE:

PURCHASE PRICE:

FILE CREATION DATE:

PURCHASED ACCOUNTS:

FILE NAME:



07/20/2015

As included in the Purchased Accounts File

CLOSING DATE: <u>07/30/2015</u>

Dell - Restricted - Confidential 21095869716 Warehouse Sale Closing Statement

AFFIDAVIT OF SALE OF ACCOUNTS BY RESELLING CREDITOR (Dell Financial Services L.L.C.)

State of New York, County of New York.

Kevin R. Smith ("Affiant") being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the <u>Senior Collections Manager</u> of Dell Financial Services L.L.C. In that capacity, I am a custodian of certain books and records of Dell Financial Services L.L.C., and certain of its affiliates (altogether, "Debt Seller"), and am aware of the process of the sale and assignment of electronically stored business records.

Dell Financial Services L.L.C. owns certain accounts and, as servicer of the accounts, also maintains and records information in the ordinary course of business as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Dell Financial Services L.L.C. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of Dell Financial Services L.L.C.

As a custodian of records for Dell Financial Services L.L.C., my duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Dell Financial Services L.L.C. in the regular course of business. It was in the regular course of business for an employee or representative of Dell Financial Services L.L.C. with personal knowledge of the act, event, condition or opinion to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

On July 30, 2015 Dell Financial Services L.L.C. sold a pool of charged-off accounts (the "Accounts") by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding, LLC. Dell Financial Services L.L.C. bought the Accounts from WebBank on July 28, 2015. For those Accounts that were originated prior to November 14, 2009, CIT Bank (f/k/a CIT OnLine Bank) was the original creditor who sold such Accounts to WebBank on or about November 13, 2009. For those Accounts that were originated on or after November 14, 2009, WebBank was the original creditor. All Accounts charged off prior to November 14, 2009 were charged off by CIT Bank (f/k/a CIT OnLine Bank) and all Accounts charged off on or after November 14, 2009 were charged off by WebBank. Dell Financial Services L.L.C. was the servicer of the Accounts for both CIT Bank (f/k/a CIT OnLine Bank) and WebBank from the origination of the Accounts until July 16, 2015.

Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.

21095860

Dell - Restricted - Confidential

FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Dell Financial Services L.L.C., as servicer of the accounts, in the regular course of business, and it was in the regular course of business of Dell Financial Services L.L.C. for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Dell Financial Services L.L.C. as a business records and the accuracy of such records are relied upon by Dell Financial Services L.L.C. in the regular course of business.

The above statements are true to the best of my knowledge.

Signed this 30th day of July, 201 Kevin R Smith

Sworn before me this 30th day of July, 2015.

HINCY C. LOPP iry Public. State of Texas Commission Expires bruary 27, 2016

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CERTIFICATE OF CONFORMITY

STATE OF TEXAS CITY OF ROUND ROCK

The undersigned does hereby certify that she is an attorney at law duly admitted to practice in the State of Texas and is a resident of Round Rock in the State of Texas; that she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Texas; that the foregoing acknowledgment by the Affiant named in the foregoing instrument taken before Nancy G. Lopez a notary in the State of Texas was taken in the manner prescribed by such laws of the State of Texas, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

July 30, 2015 Date

oreen Weooler Doreen Wheeler

Attorney at Law Licensed in the State of Texas

Field	Field Data
V_ACCOUNT_NUMBER	2068
CACS_ACCOUNT_NUMBER	2068
ACCOUNT_OPEN_DATE	5/18/2007
DATE_OF_LST_PURCH	11/23/2010
AMT_OF_LST_PURCH	\$46.49
LST_PAYMENT_DATE	12/20/2011
LST_PAYMENT_AMT	\$1,000.00
CO_DATE	10/17/2011
CO_AMT	\$2,130.61
Sale Amount	\$1,033.24
CUSTOMER_FIRST_NAME	KAREN
CUSTOMER_LAST_NAME	WIITANEN .
CUST_ADDRESS_1	
CUST_CITY	
CUST_STATE	
CUST_ZIP_CODE	
CUSTOMER_PHONE_1	
SSN	****
DOB	

Data printed by Midland Credit Management, Inc. from electronic records provided by Dell Financial Services LL.C. pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 7/30/2015 in connection with the sale of accounts from Dell Financial Services L.L.C. to Midland Funding, LLC.

21095860

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Exhibit B

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BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Master Account Purchase Agreement between Dell Financial Services L.L.C. ("Seller") and Midland Funding, LLC ("Purchaser"), dated as of <u>07/30/2015</u> ("Effective Date"), and incorporated herein by reference, Seller does hereby sell, assign, transfer, deliver and convey to Purchaser, and its successors and assigns all rights, title and interests of Seller in and to those certain Purchased Accounts described in Exhibit A -1 attached hereto and made a part hereof for all purposes.

For purposes of this Bill of Sale the File Creation Date shall be <u>07/20/2015</u>. Unless otherwise defined herein, all capitalized terms appearing in this Bill of Sale shall have the meanings defined for such terms in the Agreement.

To the best of Seller's knowledge and belief, all of the information contained in the Purchased Accounts File, and Seller's Purchased Accounts Information, is and shall be true, complete, accurate and not misleading in any material respect. Further, all of the information contained in Seller's Purchased Accounts Information (a) constitutes Seller's own business records regarding the Purchased Accounts; and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Purchased Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data. This BILL OF SALE is executed without recourse and without any representation or any warranty of collectability or otherwise, expressed or implied, except as provided in the Account Purchase Agreement.

EXECUTED this 30th day of July, 2015

SELLER:

1 1

PURCHASER:

DELL FINANCIAL SERVICES L.L.C.

Print Name: <u>Stephen Sippel</u>

Print Title: <u>Executive Director, Risk Operations</u>

Midland Funding, LLC By:

Print Kenneth A. Vecchionz Name:

Print President Title:

21095860 Dell - Restricted - Confidential FY16 Warehouse Sale

EXHIBIT A-1

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BILL OF SALE

The Purchased Accounts are the Charged-Off Accounts that are included in the file named <u>FY16 Warehouse Sale File.xls</u> dated <u>07/20/2015</u> and incorporated herein by reference, which is defined in the Agreement as the Purchased Accounts File.

21095860 Detl - Restricted Confidential FY16 Warehouse Sale

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EXHIBIT 5.2

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENT that CIT BANK ("Transferor"), in consideration of the Account Transfer Agreement dated as of November 12 2009, between Transferor and WEBBANK (the "Transfer Agreement"), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and deliver, without recourse except as expressly set forth in the Transfer Agreement, to WEBBANK ("Transferee"), all right, title, and interest it holds in, all of the Accounts (capitalized terms used herein are as defined in the Transfer Agreement):

TO HAVE AND TO HOLD the same unto Transferee, its successors and permitted assigns, forever, Transferor does hereby covenant and agree that it will from time to time, as reasonably requested by Transferee, its successors and permitted assigns, do, execute, acknowledge and deliver to Transferee or its successors and permitted assigns, all further acts, transfers, conveyances, assignments, powers of attorney, and additional papers and instruments, and do or cause to be done all and any other acts or things as often as may be reasonably proper or necessary for better conveying, transferring and assigning all of the Accounts hereby conveyed, transferred and assigned, and to effectively carry out the intent hereof, and to vest in Transferee such title and interests as Transferor holds, free and clear of any lien created by Transferor, in and all of the said Accounts except for any interest of Dell Financial Services LLC and its affiliates.

IN WITNESS WHEREOF, Transferor, through its authorized officer, has caused this Bill of Sale to be executed in its name as of the 14th day of November, 2009

TRANSFEROR

Vame: John

Field Data

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Field

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V_ACCOUNT_NUMBER	82068
CACS_ACCOUNT_NUMBER	1000000000000000000000000000000000000
ACCOUNT_OPEN_DATE	5/18/2007
DATE_OF_LST_PURCH	11/23/2010
AMT_OF_LST_PURCH	\$46.49
LST_PAYMENT_DATE	12/20/2011
LST_PAYMENT_AMT	\$1,000.00
CO_DATE	10/17/2011
CO_AMT	\$2,130.61
Sale Amount	\$1,033.24
CUSTOMER_FIRST_NAME	KAREN
CUSTOMER_LAST_NAME	WIITANEN
CUST_ADDRESS_1	
CUST_CITY	
CUST_STATE	
CUST_ZIP_CODE	
CUSTOMER_PHONE_1	
SSN	* * * *
DOB	

Data printed by Midland Credit Management, Inc. from electronic records provided by Dell Financial Services L.L.C. pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 7/30/2015 in connection with the sale of accounts from Dell Financial Services L.L.C. to Midland Funding, LLC.

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BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Account Purchase Agreement ("Account Purchase Agreement") among WebBank ("Bank"), Dell Revolver Company L.P. ("Revolver"), and Dell Financial Services L.L.C. ("DFS"), dated January 7, 2011, Bank does hereby sell, assign and convey to DFS as Designee for Revolver, its successors and assigns, as of the date hereof all right, title and interest of Bank in and to those certain accounts described in Schedule 1 attached hereto and made a part hereof for all purposes. Terms used herein shall have the meanings set forth in the Account Purchase Agreement.

This BILL OF SALE is executed without recourse and without representation of any warranty of collectability or otherwise, expressed or implied, except as may be specifically provided in the Program Documents.

Dated this day of July, 2015.

WEBBANK

dly in Danit By:

Name: Kelly M. Barnett Title: President

21095860 Dell - Internat Use - Confidentiat WebBank Bill of Sale FY16 Warehouse

Schedule 1

to

Bill of Sale dated July 2, 2015

Accounts specifically identified in the following file: <u>Warehouse July2015 sales WebBank.xlsx</u>

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is saved and encrypted on Hyperoffice at the following path: <u>WebBank / DFS / Asset Transfer / July</u> (2015) FY16 Warehouse Sale

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21095860 Delt - Internal Use - Confidential WebBank Bill of Sale FY16 Warehouse

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AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR

STATE OF: Utah COUNTY OF: Salt Lake

John Taylor, being duly sworn, deposes and says:

- 1 l am over 18 and not a party, nor employed by a party, to this action. 1 am President and CEO of CIT Bank (f/k/a CIT OnLine Bank). In that capacity, 1 am a custodian of certain books and records of CIT Bank (f/k/a CIT OnLine Bank) (hereinafter, "CIT Bank") and am aware of the process of the sale and assignment of electronically stored business records.
- 2. CIT Bank owns certain accounts and instructs its servicer to maintain and record certain information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of CIT Bank. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of CIT Bank.
- 3. As a custodian of records for CIT Bank, my duties include having knowledge of, and access through CIT Bank's servicer to, certain business records relating to the Accounts (as defined below). These records are kept by CIT Bank's servicer on behalf of CIT Bank in the regular course of business, and it was in the regular course of business of CIT Bank, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records relating to the Accounts were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
- 4. On or about November 14, 2009, CIT Bank ("Transferor") transferred (or caused to be transferred) or otherwise conveyed a pool of accounts, including certain charged-off accounts, as set forth in Exhibit 2.1 to the Account Transfer Agreement between Transferor and Transferee dated as of November 12, 2009 (collectively, the "Accounts") to WebBank ("Transferee") Pursuant to the bill of sale. Transferor sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Transferee and its successors and permitted assigns, all right, title and interest the Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Dell Financial Services L.L.C. and its affiliates. I am not aware of any errors in the Accounts.
- 5 In connection with the transfer of the Accounts, electronic and other records were transferred to or otherwise made available to the Transferree (the "Transferred Records"). The Transferred Records were kept by CIT Bank's servicer, Dell Financial Services L.L.C., on behalf of CIT Bank in the regular course of business, and it was in the regular course of business of CIT Bank for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit

information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of CIT Bank as a business record and the accuracy of such records are relied upon by CIT Bank in the regular course of business

6. The above statements are true to the best of my knowledge.

FURTHER AFFIANT SAYETH NOT.

____ day of Ferniting, 2012. Signed this 21 Notary Public LINDA PEARCE ty Commission Excites April 23 2014 State of Utah Tavlor

CIT Bank (f/k/a CIT On Line Bank)

Subscribed and sworn to before me this $\frac{2}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ and $\frac{1}{2}$, 2012, by John Taylor, an employee of CIT Bank (f/k/a CIT OnLine Bank)

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Notary Public

CERTIFICATE OF CONFORMITY

STATE OF UTAH CITY OF SALT LAKE

I Joanna L. Mull hereby certify that I am an attorney at law duly admitted to practice in the State of Utah I hereby certify that the form of the foregoing acknowledgment by John Taylor, named in the foregoing instrument taken before white Kerne, a notary in the State of Utah, was taken in the manner prescribed by the laws of the State of Utah, being the State in which it was taken and that it qualifies as a valid and effective affidavit in the State of Utah.

Feb 2012

Joanna L. Mull Attorney at law for the State of Utah

21095860

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR (WebBank)

STATE OF UTAH COUNTY OF SALT LAKE

Kelly M. Barnett, being duly sworn, deposes and says:

- I am over 18 and not a party, nor employed by a party, to the sale of certain accounts by Dell Financial Services L L.C. to 1 Midland Funding, LLC, 1 am President of WebBank. In that capacity, 1 am aware of the process of the sale and assignment of electronically stored business records.
- WebBank owned certain accounts and instructed its servicer, Dell Financial Services L.L.C., to maintain and record certain 2 information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of WebBank. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of WebBank.
- 3 My duties include having knowledge of, and access through WebBank's servicer, Dell Financial Services L.L.C., to certain business records relating to the Accounts (as defined below). These records are kept by WebBank's servicer, Dell Financial Services L.L.C., on behalf of WebBank in the regular course of business,
- On or about July 28, 2015, WebBank ("Transferred") transferred (or caused to be transferred) or otherwise conveyed a pool 4. of accounts, including certain charged-off accounts (the "Accounts") to Dell Financial Services L.L.C. ("Transferee") Pursuant to the bill of sale, Transferor sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Transferee and its successors and permitted assigns, all right, title and interest the Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Transferee and its affiliates.
- Dell Financial Services. L.L.C. was the servicer of the Accounts from the origination of the Accounts through July 30, 2015 5. In its role as servicer of the Accounts, Dell Financial Services L.L.C kept and maintained business records on behalf of WebBank in the regular course of business, and it was in the regular course of business of Dell Financial Services L L.C. for an employee or representative with personal knowledge of the act, event condition or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence.
- The above statements are true to the best of my knowledge, б.

FURTHER AFFIANT SAYETH NOT

Signed this day of September, 2015.

KellyM

WebBank

Subscribed and sworn to before me this

day of September, 2015, by Kelly M. Barnett, an employee of WebBank.

SHANNON NGEL Notary Public State of Utah Comm No 666849 My Comm Expires Jul 20, 2017

CERTIFICATE OF CONFORMITY

STATE OF UTAH CITY OF SALT LAKE

I am a member of the Utah State Bar and licensed to practice law in the State of Utah. The form of the foregoing swom statement and the form of the notary certificate each complies with the laws of the State of Utah, which is the state in which the statement is given, and if properly sworn and executed qualifies as a valid and effective affidavit in the State of Utah.

1132/2015

Attomey at law in the State of Utah

21095860

Date

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CLOSING STATEMENT

EFFECTIVE DATE:

SELLER:

PURCHASER:

NUMBER OF ACCOUNTS:

TOTAL UNPAID BALANCE:

PURCHASE PERCENTAGE:

PURCHASE PRICE:

FILE CREATION DATE:

PURCHASED ACCOUNTS:

FILE NAME:

CLOSING DATE:



Dell Financial Services L.L.C.

Midland Funding, LLC

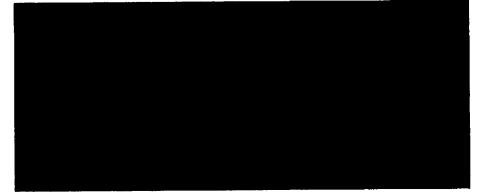


07/20/2015

As included in the Purchased Accounts File



07/30/2015



21095860 Dell - Restricted - Confidential FY16 Warehouse Sale Closing Statement

AFFIDAVIT OF SALE OF ACCOUNTS BY RESELLING CREDITOR (Dell Financial Services L.L.C.)

State of New York, County of New York.

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Kevin R. Smith ("Affiant") being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the <u>Senior Collections Manager</u> of Dell Financial Services L.L.C. In that capacity, I am a custodian of certain books and records of Dell Financial Services L.L.C., and certain of its affiliates (altogether, "Debt Seller"), and am aware of the process of the sale and assignment of electronically stored business records.

Dell Financial Services L.L.C. owns certain accounts and, as servicer of the accounts, also maintains and records information in the ordinary course of business as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Dell Financial Services L.L.C. The statements set forth herein are true and correct based on either personal knowledge or review of the business records of Dell Financial Services L.L.C.

As a custodian of records for Dell Financial Services L.L.C., my duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Dell Financial Services L.L.C. in the regular course of business. It was in the regular course of business for an employee or representative of Dell Financial Services L.L.C. with personal knowledge of the act, event, condition or opinion to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

On July 30, 2015 Dell Financial Services L.L.C. sold a pool of charged-off accounts (the "Accounts") by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding, LLC. Dell Financial Services L.L.C. bought the Accounts from WebBank on July 28, 2015. For those Accounts that were originated prior to November 14, 2009, CIT Bank (f/k/a CIT OnLine Bank) was the original creditor who sold such Accounts to WebBank on or about November 13, 2009. For those Accounts that were originated on or after November 14, 2009, WebBank was the original creditor. All Accounts charged off prior to November 14, 2009 were charged off by CIT Bank (f/k/a CIT OnLine Bank) and all Accounts charged off on or after November 14, 2009 were charged off by WebBank. Dell Financial Services L.L.C. was the servicer of the Accounts for both CIT Bank (f/k/a CIT OnLine Bank) and WebBank from the origination of the Accounts until July 16, 2015.

Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.

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Dell - Restricted - Confidential

FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Dell Financial Services L.L.C., as servicer of the accounts, in the regular course of business, and it was in the regular course of business of Dell Financial Services L.L.C. for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Dell Financial Services L.L.C. as a business records and the accuracy of such records are relied upon by Dell Financial Services L.L.C. in the regular course of business.

The above statements are true to the best of my knowledge.

Signed this 30th day of July, 201 Kevin R. Smith

Sworn before me this 30th day of July, 2015.

NANCY G. LOPEZ Uninidiry Public, State of Texas Commission Expires February 27, 2016

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CERTIFICATE OF CONFORMITY

STATE OF TEXAS CITY OF ROUND ROCK

The undersigned does hereby certify that she is an attorney at law duly admitted to practice in the State of Texas and is a resident of Round Rock in the State of Texas; that she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Texas; that the foregoing acknowledgment by the Affiant named in the foregoing instrument taken before Nancy G. Lopez a notary in the State of Texas was taken in the manner prescribed by such laws of the State of Texas, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

July 30, 2015 Date

oreen Wheeler Doreen Wheeler

Attorney at Law Licensed in the State of Texas

21095860

Dell - Restricted - Confidential

FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.88 Page 36 of 58

Exhibit C

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DELL FINANCIAL SERVICES, L.L.C.

CUSTOMER ACCOUNT INFORMATION

ACCOUNT NUMBER	2008 82068	CUSTOMER NAME KAREN WILTANEN		SSN ***** 3498
BILLING ADDRESS				
		LAST BALAI	NCE: \$0.00	BALANCE AS OF DATE: 12/30/2011
PHONE				

Prior Billing Addresses

IONIA	M	48846	1/14/2012
LYONS	MI	488519	5/13/2011
IONIA	MI	48846	7/13/2010
IONIA	ML	48846	5/13/2010
IONIA	M	48846	8/20/2009
IONIA	МІ	48846	10/14/2008
IONIA	MI	48846	11/13/2007
IONIA	М	48846:	9/14/2007
IONIA	м	48845	5/19/2007

Orders

1/15/2010	1222535 99	DELL V305 HI YIELD COLOR INK CARTRIDGE	2	\$53 98
10/22/2008	503878765	YOUR TECH TEAM APOS UPGRADE.REIN	1	\$149 00
11/13/2008	530328289	ZR900 MINI DV 37X ZOOM DIGITAL CAMCORDER	· 1	\$229.99
11/13/2008	530328289	REZO 110 AW (BLACK)-SMALL VIDCAM SHOULDE	1	\$22 49
11/13/2008	530328289	Canon DVM-E80 Digital Video Cassette	1	\$17 99
11/13/2008	530328289	2 GB SECURE DIGITAL CARD	1	\$12 59
11/20/2010	523974686	SRS22 SNGL USE HY COLOR CART-V313	1	\$34 99
11/20/2010	523974686	SR522 SNGL USE HY BLACK CART-V313	1	\$29.99
11/20/20 10	523974728	DELL V313 AJO PRINTER	1	\$24 99
11/20/2010	523974728	HW WRTY,PRNTV313,INIT	1	\$20 00
11/20/2010	523974728	WARRANTY SPRT, PRNT, INIT YR	1	\$0.00
11/20/2010	523974728	BASIC AE, PRNT, NO WRNTY, YRS 2	1	\$0.00
11/20/2010	523974728	ADV EXCH,PRNTV313,INIT	1	\$0.00
12/1/2008	552401121	WII SYSTEM W/WII SPORTS (NEW)	1	\$249 9 9
12/6/2009	976815435	DELL VS05 RED HI YLD CLR CART	2	\$63 98
12/9/2009	982145199	PAT-OFFSET AN INKJET PRINTER	1	\$1 00
3/19/2009	684322401	DELL V305 AIO PRINTER	1	\$29 00
3/19/2009	684322401	HW WRTY,PRINT,V305,INIT	1	\$20 00
3/19/2009	684322401	WARRANTY SPRT, PRNT, INIT YR	1	\$0.00
3/19/2009	684322401	NO WARRANTY, PRINT, YRS 2 AND 3	1	\$0.00
3/19/2009 21095860	684322401	ADV EXCH, PRINT, V305, INIT	1	\$0 00

Case 1:1	7-cv-00534 ECF No. 1-3 filed 06/13/17	PageID.90	Page 38 of 58	
5/18/2007 667586534	DIM E521,A64 X2,5000 (2 60GHZ)		1	\$258 69
\$/18/2007 [°] 667586534	19IN (19.0 IN) 5P1908FP, DIM, M		1	\$244 82
5/18/2007 667586534	NBD NW, DIM, E521, QLX, 3YR EXT, DHS, RA		1	\$177 72
5/18/2007 667586534	HW WRTY SVC, DIM, E521, QLX, INIT, DH5		1	\$138.61
5/18/2007 667586534	MS OFFICE 2007 HOME AND STUDENT ED, DIM		1	\$130.29
5/18/2007 667586534	MCAFEE 8, ENG, 3 YR, DIM/IN5P		1	\$86 57
5/18/2007 667586534	250GB SATA II,7200 RPM,DIM,M		1	\$69 95
5/18/2007 667586534	16X DVDRW DRIVE,BLK,DIM,M		1	\$52 47
S/18/2007 667586534	DOC 30 DAY HOW TO ASSISTANCE		1	\$49.00
5/18/2007 667586534	1GB DDR2 SDRAM,667MHZ- 2X512MB,DIM,M		1	\$43 73
5/18/2007 667586534	WIN VISTA HOME PREM, ENG, DIM		1	\$26 24
5/18/2007 667586534	V 92/S6K PCI DATAFAX MDM.FULL,LF,DIM		1	\$26 24
S/18/2007 667586534	WARRANTY 5PRT, DIM, 3YR EXT		1	\$19 00
5/18/2007 667586534	DELL AZ2S SPEAKERS,SIB.DIM		1	\$17.50
5/18/2007 667586534	13 IN 1 MEDIA CARD READER, DIM		1	\$17 50
5/18/2007 667586534	NBD NW, DIM, E521, QLX, INIT YR, DHS, RA		1	\$0.83
5/18/2007 667586534	THANK YOU FOR CHOOSING DELL!		1	\$0.00
5/18/2007 667586534	AOL FOR BROADBAND		1	\$0 00
5/18/2007 667586534	INTEGRATED AUDIO	•	1	\$0.00
5/18/2007 667586534	ROXIO CREATOR LE,V,DIM/INSP		1	\$0.00
5/18/2007 667586534	DELL U5B KYBD,BLK,DIM		1	\$0.00
5/18/2007 667586534	EARTHLINK		1	\$0.00
5/18/2007 667586534	THANKS FOR PURCHASING YOUR DELL		1	\$0 00
5/18/2007 667586534	SOFT CONTRACTS - QUALXSERVE		1	\$0.00
5/18/2007 667586534	ADOBE ACROBAT READER 7 0,DIM		1	\$0.00
S/18/2007 667S86S34	DELLSUPPORT, VISTA, DIM/INSP		1	\$0.00
5/18/2007 667586534	VISTA PREMIUM STICKER, DIM		1	\$0.00
5/18/2007 667586534	ICON CONSOLIDATION APPLICATION, DIM/INSP		1	\$0.00
5/18/2007 667586534	INTEL GRAPHICS MEDIA ACCELERATOR X3000		1	\$0.00
5/18/2007 667586534	DELL 926 VISTA PRINTER DRIVER		1	\$0.00
S/18/2007 667586534	PC-RESTORE, DIM/INSP		1	\$0 00
5/18/2007 667586534	HW WRTY 5VC, DIM, E521, QLX, EXT, DH5		1	\$0.00
5/18/2007 667586534	WARRANTY SPRT, DIM, INIT YR		1	\$0.00
5/18/2007 667586534	DELL RESOURCE DVD, BACK-UP, DIM		1	\$0.00
5/18/2007 667586534	BASIC MUSIC, PHOTO, GAMES, DIM/INSP		1	\$0.00
5/18/2007 667586534	MOUSE INCLUDED WITH KEYBOARD PURCHASE		1	\$0.00
5/18/2007 667586534	DELL USB 2-BUTTON MOUSE, DIM		1	\$0.00
5/18/2007 667586534	\$50 DELL DOLLAR5 CODE		1	\$0.00
5/18/2007 667586534	INTEGRATED NIC CARD		1	\$0 00
5/18/2007 667586534	4YR LIMITED WARRANTY		1	\$0.00
5/18/2007 667586534	ISP SEARCH ASST PORTAL, DIM/INSP		1	\$0.00
5/18/2007 667586591	DELL PHOTO ALL-IN-ONE PRINTER 926		1	\$41 03
5/18/2007 667586591	HW WRTY,PRINT,926,INIT		1	\$20 00
5/18/2007 667586591	DELL USB PRINTER CABLE - 10 FT BLACK		1	\$12. 9 7
5/18/2007 667586591	ADV EXCH.PRINT.926.INIT		1	\$0.00
5/18/2007 667586591	WARRANTY SPRT, PRNT, INIT YR		1	\$0.00
5/18/2007 667586591	NO WARRANTY, PRINT, AE, YRS 2 AND 3		1	\$0.00
21095360 667586658	DRAGON NATURALLYSPEAKING PREFERRED 9.0 U		1	\$179.00

9/21/2008 466718487 * 9/21/2008 466718487

DELL 926 HI YIELD BLACK CART TRK 48K926N 4 1

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\$69.99

\$0.00

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Transactions

5/23/200	7 5/24/2007	1	PURCHASE		
5/23/200			PURCHASE	\$189 74	
5/23/200	• • • • • • • • • • • • • • • • • • • •		PURCHASE	\$78.44	
6/3/200				\$1,455 61	
6/3/200	• •		PRINCIPAL CREDIT OUT	(\$12.86)	
5/3/200	• •		FIN CHGS ACCRUED DEBIT IN	(\$1,723.79)	
6/3/200			PRINCIPAL DEBIT IN	\$12.86	
6/12/200			DEFERRED FINANCE CHARGES DEBIT	\$1,723 79	
7/5/200			PRINCIPAL CREDIT PAID	\$25 73	
7/5/200			PAYMENT - THANK YOU!	(\$52 00)	
7/12/2003			BILLED DEFERRED FINANCE CHARGES	(\$52 00)	0000000000000
7/12/2007	•••		BILLED FINANCE CHARGES	\$25 73	
7/12/2007	• •		INSURANCE PREMIUM ASSESSED	\$38 28	
8/7/2007	• • •		LATE CHARGE ASSESSMENT	\$15 22	
8/8/2007			INSURANCE PREMIUM PAID	\$39 00	
8/8/2007	- •		FINANCE CHARGE CREDIT PAID	(\$5 99)	
8/8/2007	-		PAYMENT - THANK YOU!	(\$64.01)	
8/12/2007			BILLED FINANCE CHARGES		000000000000000000000000000000000000000
8/12/2007			INSURANCE PREMIUM ASSESSED	\$40.42	
9/2/2007			FINANCE CHARGE CREDIT PAID	\$15 55	
9/2/2007	9/2/2007		INSURANCE PREMIUM PAID	(\$40.42)	
9/2/2007	9/2/2007		LATE CHARGE CREDIT PAID	(\$24.78)	
9/2/2007	9/2/2007		PAYMENT - THANK YOU!	(\$4.80)	
9/12/2007	9/12/2007		INSURANCE PREMIUM ASSESSED	(\$70 00) \$1S 5 9	000000000000000000000000000000000000000
9/12/2007	9/12/2007		BILLED FINANCE CHARGES	\$40 51	
10/5/2007	10/7/2007		PAYMENT - THANK YOU!		000000000000000
10/7/2007	10/7/2007		FINANCE CHARGE CREDIT PAID	(\$40 51)	000000000000000
10/7/2007	10/7/2007		NSURANCE PREMIUM PAID	(\$15 59)	
10/7/2007	10/7/2007	403 L	ATE CHARGE CREDIT PAID	(\$13 90)	
10/12/2007	10/12/2007	300 E	BILLED FINANCE CHARGES	\$39 03	
10/12/2007	10/12/2007	306 I	NSURANCE PREMIUM ASSESSED	\$15 52	
11/7/2007	11/7/2007	304 L	ATE CHARGE ASSESSMENT	\$39.00	
11/8/2007	11/8/2007	400 F	INANCE CHARGE CREDIT PAID	(\$39.03)	
11/8/2007	11/8/2007		NSURANCE PREMIUM PAID	(\$15 52)	
11/8/2007	11/8/2007	403 L	ATE CHARGE CREDIT PAID	(\$15.45)	
11/8/2007	11/8/2007	162 P	AYMENT - THANK YOU!		0000000000000
11/12/2007	11/12/2007	300 B	ILLED FINANCE CHARGES	\$39 58	
11/12/2007	11/12/2007	306 H	NSURANCE PREMIUM ASSESSED	\$15 51	
12/2/2007 21095860	12/2/2007	404 IN	NSURANCE PREMIUM PAID	(\$15 51)	
				···/	

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12/2/2007		403	3 LATE CHARGE CREDIT PAID		(\$14.42))
12/2/2007	12/2/2007	400) FINANCE CHARGE CREDIT PAID		(\$39 58))
12/2/2007	12/2/2007	162	PAYMENT - THANK YOU!		(\$69 51)	000000000000000000000
12/12/2007	12/12/2007	300	BILLED FINANCE CHARGES		\$38 36	
12/12/2007	12/12/2007	306	INSURANCE PREMIUM ASSESSED		\$15 53	
12/17/2007	12/18/2007	100	PIC PURCHASE		\$3.97	56059655
1/6/2008	1/6/2008	404	INSURANCE PREMIUM PAID		(\$15 53)	
1/6/2008	1/6/2008	400	FINANCE CHARGE CREDIT PAID		(\$38 36)	
1/6/2008	1/6/2008	403	LATE CHARGE CREDIT PAID		(\$16.11)	
1/6/2008	1/6/2008	162	PAYMENT - THANK YOU!		(\$70 00)	000000000000000000000000000000000000000
1/12/2008	1/12/2008	300	BILLED FINANCE CHARGES		\$39 16	
1/12/2008	1/12/2008	306	INSURANCE PREMIUM ASSESSED		\$15 51	
2/5/2008	2/5/2008	400	FINANCE CHARGE CREDIT PAID		(\$39 16)	
2/5/2008	2/5/2008	404	INSURANCE PREMIUM PAID		(\$10.84)	
2/5/2008	2/5/2008	162	PAYMENT - THANK YOU!		(\$50.00)	000000000000000000000000000000000000000
2/7/2008	2/7/2008	304	LATE CHARGE ASSESSMENT		\$39.00	
2/7/2008	2/15/2008	10	LATE FEE CREDIT		(\$39 00)	0000000000000000
2/12/2008	2/12/2008	300	BILLED FINANCE CHARGES		\$38 63	
2/12/2008	2/12/2008	306	INSURANCE PREMIUM ASSESSED		\$15.47	
2/16/2008	2/16/2008	312	INTEREST CREDIT ADJUSTMENT		(\$0 17)	
3/7/2008	3/7/2008	403	LATE CHARGE CREDIT PAID		(\$13 32)	
3/7/2008	3/7/2008	399	PRINCIPAL CREDIT PAID		(\$18.08)	
3/7/2008	3/7/2008	404	INSURANCE PREMIUM PAID		(\$20 14)	
3/7/2008	3/7/2008	400	FINANCE CHARGE CREDIT PAID		(\$38.46)	
3/7/2008	3/7/2008	162	PAYMENT - THANK YOU!		(\$90.00)	00000000000000000000
3/12/2008	3/12/2008	306	INSURANCE PREMIUM ASSESSED		\$15 39	
3/12/2008	3/12/2008	300	BILLED FINANCE CHARGES		\$34.23	
4/5/2008	4/6/2008	162	PAYMENT - THANK YOU!		(\$68.00)	000000000000000
4/5/2008	4/6/2008	404	INSURANCE PREMIUM PAID		(\$15 39)	
4/6/2008	4/6/2008	3 99	PRINCIPAL CREDIT PAID		(\$18 38)	
4/6/2008	4/6/2008	400	FINANCE CHARGE CREDIT PAID		(\$34.23)	
4/12/2008	4/12/2008		BILLED FINANCE CHARGES		\$35.76	
4/12/2008	4/12/2008		INSURANCE PREMIUM ASSESSED		\$15.04	
5/4/2008	5/4/2008		FINANCE CHARGE CREDIT PAID		(\$35 76)	
5/4/2008	5/4/2008		PRINCIPAL CREDIT PAID		(\$19 20)	
5/4/2008	5/4/2008	1 62	PAYMENT - THANK YOU!		(\$70 00)	000000000000000000000000000000000000000
5/4/2008	5/4/2008		INSURANCE PREMIUM PAID		(\$15 04)	
5/12/2008	5/12/2008		BILLED FINANCE CHARGES		\$33 1 6	
5/12/2008	5/12/2008		INSURANCE PREMIUM ASSESSED		\$14.86	
6/3/2008	6/3/2008		FINANCE CHARGE CREDIT PAID		(\$33 16)	
6/3/2008	6/3/2008	404	NSURANCE PREMIUM PAID		(\$14.86)	
6/3/2008	6/3/2008		PRINCIPAL CREDIT PAID		(\$16.84)	
6/3/2008 2 1095860	6/3/2008	162	PAYMENT - THANK YOU!		(\$64.85)	0000000000000000

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6/12/2008	6/12/2008		BILLED FINANCE CHARGES		\$33.82	
6/12/2008	6/12/2008				\$14 66	
7/5/2008	7/6/2008		PAYMENT - THANK YOU		(\$65 00)	0000000000000000
7/6/2008	7/6/2008				(\$33 82)	
7/6/2008	7/6/2008	399	PRINCIPAL CREDIT PAID		(\$16 52)	
7/6/2008	7/6/2008	404	INSURANCE PREMIUM PAID		(\$14.66)	
7/12/2008	7/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.55	
7/12/2008	7/12/2008	300	BILLED FINANCE CHARGES		\$32 14	
8/4/2008	8/4/2008	400	FINANCE CHARGE CREDIT PAID		(\$32 14)	
8/4/2008	8/4/2008	404	INSURANCE PREMIUM PAID		(\$14.55)	
8/4/2008	8/4/2008	399	PRINCIPAL CREDIT PAID		(\$16.86)	
8/4/2008	8/4/2008	162	PAYMENT - THANK YOU!		(\$63 55)	000000000000000000000000000000000000000
8/12/2008	8/12/2008	300	BILLED FINANCE CHARGES		\$32.81	
8/12/2008	8/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.37	
9/4/2008	9/4/2008	399	PRINCIPAL CREDIT PAID		(\$22.82)	
9/4/2008	9/4/2008	162	PAYMENT - THANK YOU!		(\$70.00)	000000000000000
9/4/2008	, <mark>9/4/2008</mark>	400	FINANCE CHARGE CREDIT PAID		(\$32.81)	
9/4/2008	9/4/2008	404	INSURANCE PREMIUM PAID		(\$14.37)	
9/12/2008	9/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14 21	
9/12/2008	9/12/2008	300	BILLED FINANCE CHARGES		\$32.44	
9/21/2008	9/23/2008	1	PURCHASE		\$74.19	466718487
10/5/2008	10/5/2008	400	FINANCE CHARGE CREDIT PAID		(\$32.44)	
10/5/2008	10/5/2008	162	PAYMENT - THANK YOU!	•	(\$65 00)	
10/5/2008	10/5/2008	399	PRINCIPAL CREDIT PAID		(\$18.35)	
10/5/2008	10/5/2008	404	INSURANCE PREMIUM PAID		(\$14.21)	
10/12/2008	10/12/2008	300	BILLED FINANCE CHARGES		\$31 97	
10/12/2008	10/12/2008	306	INSURANCE PREMIUM ASSESSED		\$14.47	
10/22/2008	10/23/2008	1	PURCHASE		\$149.00	503878765
11/3/2008	11/3/2008	404	INSURANCE PREMIUM PAID		(\$14.47)	
11/3/2008	11/3/2008	162	PAYMENT - THANK YOU!		(\$70 00)	
11/3/2008	11/3/2008	399	PRINCIPAL CREDIT PAID		(\$23 56)	
11/3/2008	11/3/2008	400	FINANCE CHARGE CREDIT PAID		(\$31.97)	
11/12/2008	11/12/2008	300	BILLED FINANCE CHARGES		\$35 10	
11/12/2008	11/12/2008	306	INSURANCE PREMIUM ASSESSED		\$15 38	
11/14/2008	11/16/2008	1	PURCHASE		\$300.05	530328289
11/14/2008	12/18/2008	Z	RETURN		(\$243 79)	530328289
11/14/2008	12/18/2008	2	RETURN		(\$243 79)	530328289
12/3/2008	12/3/2008	400	FINANCE CHARGE CREDIT PAID		(\$35 10)	
12/3/2008	12/3/2008	162	PAYMENT - THANK YOU!		(\$70 00)	
12/3/2008	12/3/2008	399	PRINCIPAL CREDIT PAID		(\$19 52)	
12/3/2008	12/3/2008	404			(\$15 38)	
12/11/2008	12/12/2008	1	PURCHASE		\$264.99	552401121
12/12/2008 21095860	12/12/2008	306	INSURANCE PREMIUM ASSESSED		\$18 11	

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12/12/2008	12/12/2008	30	D BILLED F	INANCE CHAR	GES			\$38 33	
12/18/2008	12/18/2008	312	2 INTERES	T CREDIT ADJ	USTMENT			(\$4.44))
12/18/2008	12/18/2008	312	2 INTERES	CREDIT ADJU	USTMENT			(\$4.44)	
12/18/2008	12/19/2008	134	BALANCE	E ADJUSTMEN	T - ACCT OVER-CREDITI	ED or D	EBIT	\$243 79	S30328289
1/7/2009	1/7/2009	162	PAYMEN	T - THANK YO	UI			(\$90 00)	
1/7/2009	1/7/2009	400	FINANCE	CHARGE CRE				(\$29.45)	
1/7/2009	1/7/2009	399	PRINCIPA		D			(\$42.44)	
1/7/2009	1/7/2009	404	INSURAN		PAID			(\$18 11)	
1/12/2009	1/12/2009	300	BILLED FI	NANCE CHAR	GES			\$39 27	
1/12/2009	1/12/2009	306	INSURAN	CE PREMIUM	ASSESSED			517 93	
2/4/2009	2/4/2009	400	FINANCE	CHARGE CREI	DIT PAID			(\$39 27)	
2/4/2009	2/4/2009	404	INSURAN	CE PREMIUM	PAID			(\$17 93)	
2/4/2009	2/4/2009	399	PRINCIPA)			(\$42.80)	
2/4/2009	2/4/2009	162	PAYMEN	- THANK YO	וט			(\$100.00)	
2/12/2009	2/12/2009	306	INSURAN		ASSESSED			\$17.94	
2/12/2009	2/12/2009	300	BILLED FI		SES			\$39 36	
3/4/2009	3/4/2009	162	PAYMENT	- THANK YOU	Ji			(\$80 00)	
3/4/2009	3/4/2009	399	PRINCIPA	L CREDIT PAIC)			(\$22 70)	
3/4/2009	3/4/2009	404	INSURAN	CE PREMIUM	PAID			(\$17 94)	
3/4/2009	3/4/2009	400	FINANCE	CHARGE CREC	DIT PAID			(\$39 36)	
3/12/2009	3/12/2009	306	INSURANC	CE PREMIUM	ASSESSED			\$17 59	
3/12/2009	3/12/2009	300	BILLED FIN	VANCE CHARG	ies			\$33.72	
3/19/2009	3/20/2009	1	PURCHASI	E				\$51 94	684322401
4/4/2009	4/5/2009	162	PAYMENT	- THANK YOU	11			(\$80 00)	
4/5/2009	4/5/2009	399	PRINCIPAL	CREDIT PAID				(\$28.69)	
4/5/2009	4/5/2009	404	INSURANC	E PREMIUM I	PAID			(\$17 59)	
4/5/2009	4/5/2009	400	FINANCE C	CHARGE CRED	IT PAID			(\$33 72)	
4/12/2009	4/12/2009	300	BILLED FIN	IANCE CHARG	ES			\$37 59	
4/12/2009	4/12/2009	306	INSURANC	E PREMIUM A	ASSESSED			\$17 71	
5/6/2009	5/6/2009	399	PRINCIPAL	CREDIT PAID				(\$24.70)	
5/6/2009	5/6/2009	404	INSURANC	E PREMIUM P	PAID			(\$17 71)	
5/6/2009	5/6/2009			HARGE CRED				(\$37.59)	
5/6/2009	5/6/2009			- THANK YOU				(\$80.00)	
5/12/2009	5/12/2009			E PREMIUM A				\$17 64	
5/12/2009	5/12/2009			ANCE CHARG				\$36 23	
6/6/2009	6/7/2009	162	PAYMENT	- THANK YOU	ſ			(\$76 64)	
6/7/2009	6/7/2009			E PREMIUM P	AID			(\$17 64)	
6/7/2009	6/7/2009	399	PRINCIPAL	CREDIT PAID				(\$22 77)	
6/7/2009	6/7/2009			HARGE CREDI				(\$36.23)	
6/12/2009	6/12/2009			E PREMIUM A				\$17.42	
6/12/2009	6/12/2009			ANCE CHARGE				\$36 97	
7/7/2009	7/7/2009			GE ASSESSME				\$39.00	
7/12/2009 2 1095860	7/12/2009	306	NSURANCE	E PREMIUM A	55E5SED			\$17.44	

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7/12/2009	7/12/2009	300	BILLED F	INANCE CHA	ARGE5			\$35.82	
8/6/2009	8/6/2009	304	LATE CH	ARGE ASSES	SMENT			\$39.00	
8/7/2009	8/7/2009	400	FINANCE	CHARGE CF	REDIT PAID			(\$72 7 9)	
8/7/2009	8/7/2009	404	INSURAN	ICE PREMIU	M PAID			(\$7 21)	
8/7/2009	8/7/2009	162	PAYMEN	T - THANK Y	1001			(\$80 00)	
8/12/2009	8/12/2009	306	INSURAN		M ASSESSED			\$18.14	
8/12/2009	8/12/2009	300	BILLED F	INANCE CHA	ARGE5			\$38.49	
9/5/2009	9/6/2009	162	PAYMEN	T - THANK Y	OUI			(\$900.00)	
9/6/2009	9/6/2009	404	INSURAN	ICE PREMIU	M PAID			(\$45 79)	
9/6/2009	9/6/2009	400	FINANCE	CHARGE CF	REDIT PAID			(\$38.49)	
9/6/2009	9/6/2009	403	LATE CH	ARGE CREDI	T PAID			(\$78 00)	
9/6/2009	9/6/2009	399	PRINCIP/	AL CREDIT P	AID			(\$737 72)	
9/11/2009	9/11/2009	300	BILLED F	INANCE CHA	ARGE5			\$34.52	•
9/11/2009	9/11/2009	306	INSURAN	ICE PREMIU	M ASSESSED			\$16 27	
9/22/200 9	9/22/2009	433	PRINCIPA	AL CREDIT O	UT			(\$1,160.19)	
9/22/2009	9/22/2009	434	PRINCIPA	AL DEBIT IN				\$1,160 19	
9/22/2009	9/22/2009	435	FINANCE	CHARGE CP	REDIT OUT			(\$34.52)	
9/22/2009	9/22/2009	444	INSURAN	ICE PREMIU	M DEBIT IN			\$16 27	
9/22/2009	9/22/2009	443	INSURAN	ICE PREMIU	M CREDIT OUT			(\$16 27)	
9/22/2009	9/22/2009	436	FINANCE	CHARGE DE	EBIT IN			\$34.52	
10/7/2009	10/7/2009	400	FINANCE	CHARGE CR	REDIT PAID			(\$34.52)	
10/7/2009	10/7/2009	404	INSURAN	ICE PREMIU	M PAID			(\$16.27)	
10/7/2009	10/7/2009	162	PAYMEN	T - THANK Y	'OU!			(\$55 00)	
10/7/2009	10/7/2009	399	PRINCIPA	AL CREDIT P/	AID			(\$4.21)	
10/12/2009	10/12/2009	300	BILLED FI	NANCE CHA	ARGES			\$21.93	
10/12/2009	10/12/200 9	306	INSURAN	ICE PREMIU	M A55E55ED			\$10 68	
11/7/2009	11/7/2009	304	LATE CH/	ARGE A55E5	5MENT			\$39.00	
11/8/2009	11/8/2009	404	INSURAN	ICE PREMIU	M PAID			(\$10 68)	
11/8/2009	11/8/2009	162	PAYMEN	T - THANK Y	001			(\$39 32)	
11/8/2009	11/8/2009	162	PAYMEN	T - THANK Y	001			(\$10 68)	
11/8/2009	11/8/2009	399	PRINCIPA	AL CREDIT P	AID			(\$17 3 9)	
11/8/2009	11/8/2009	400	FINANCE	CHARGE CR	REDIT PAID			(\$21.93)	
11/12/2009	11/12/2009	365	DEFERRE	D FINANCE	CHARGES DEBI	Т		\$0 19	
11/12/2009	11/12/2009	300	BILLED FI	NANCE CHA	NRGE5			\$29.84	
11/12/2009	11/12/2009	300	BILLED FI	NANCE CHA	RGE5			\$0 23	
11/12/2009	11/12/2009	306	INSURAN	ICE PREMIU	M ASSESSED			\$10 51	
12/6/2009	12/7/2009	1	PURCHAS	SE				\$67.82	976815435
12/5/200 9	1/20/2010	2	RETURN					(\$67.82)	97681 \$435
12/7/2009	12/7/2009	304	LATE CHA	ARGE ASSES	5MENT			\$39.00	
12/9/2009	12/10/2009	189	PAYMEN	T - THANK Y	001			(\$10.74)	
12/9/2009	12/10/2009	189	PAYMEN	T - THANK Y	OUI			(\$1 20)	
12/9/2009	12/10/2009	189	PAYMEN	T - THANK Y	ONI			(\$38.06)	
12/10/2009 21095860	12/10/2009	400	FINANCE	CHARGE CR				(\$29 84)	

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12/10/2009	12/10/2009	404			(\$10 51)	
12/10/2009	12/10/2009	399	PRINCIPAL CREDIT PAID		(\$8 22)	
12/10/2009	12/10/2009	403	LATE CHARGE CREDIT PAID		(\$1 20)	
12/10/2009	12/10/2009	400	FINANCE CHARGE CREDIT PAID		(\$0 23)	
12/10/2009	12/11/2009	1	PURCHASE		\$1.00 982145199	
12/11/2009	12/11/2009	317	BILLED DEFERRED FINANCE CHARGES		\$0.19	
12/11/200 9	12/11/2009	300	BILLED FINANCE CHARGES		\$0 23	
12/11/2009	12/11/2009	300	BILLED FINANCE CHARGES		\$28 67	
12/11/2009	12/11/2009	306	INSURANCE PREMIUM ASSESSED		\$10 97	
12/11/2009	12/11/2009	300	BILLED FINANCE CHARGES		\$1.48	
1/6/2010	1/6/2010	189	PAYMENT - THANK YOU!		(\$4.51)	
1/6/2010	1/6/2010	189	PAYMENT - THANK YOU!		(\$35.48)	
1/6/2010	1/6/2010	400	FINANCE CHARGE CREDIT PAID		(\$1 67)	
1/6/2010	1/6/2010	399	PRINCIPAL CREDIT PAID		(\$6.81)	
1/6/2010	1/6/2010	400	FINANCE CHARGE CREDIT PAID		(\$28.67)	
1/6/2010	1/6/2010	404	INSURANCE PREMIUM PAID		(\$10 78)	
1/6/2010	1/6/2010	400	FINANCE CHARGE CREDIT PAID		(\$0 23)	
1/6/2010	1/6/2010	189	PAYMENT - THANK YOU!		(\$11 01)	
1/6/2010	1/6/2010	403	LATE CHARGE CREDIT PAID		(\$2.84)	
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGE5		\$0 22	
1/12/2010	1/12/2010	306	INSURANCE PREMIUM ASSESSED		\$11 62	
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGES		\$29.32	
1/12/2010	1/12/2010	300	BILLED FINANCE CHARGE5		\$3 73	
1/15/2010	1/17/2010	1	PURCHASE		\$57 22 122253599	
1/20/2010	1/20/2010	309	PRINCIPAL DEBIT ADJUSTMENT		\$57.91	
1/20/2010	1/20/2010	310	PRINCIPAL CREDIT ADJUSTMENT		(\$57 91)	
1/20/2010	1/20/2010	929	NP INSURANCE PREMIUM PAID		(\$11 81)	
1/20/2010	1/20/2010	822	PRINCIPAL CREDIT ADJUSTMENT		(\$1 90)	
1/20/2010	1/20/2010	941	FINANCE CHARGE CREDIT ADJUSTMENT		\$1 90	
1/20/2010	1/20/2010		INTEREST CREDIT ADJUSTMENT		(\$2 12)	
1/20/2010	1/20/2010				\$11.81	
2/7/2010	2/7/2010		LATE CHARGE ASSESSMENT		\$39.00	
2/8/2010	2/8/2010		PRINCIPAL CREDIT PAID		(\$18 28)	
2/B/2010	2/8/2010				(\$3 73)	
2/8/2010	2/8/2010				(\$0 67)	
2/8/2010	2/8/2010		PAYMENT - THANK YOU!		(\$47 60)	
2/8/2010	2/8/2010		PAYMENT - THANK YOU!		(\$4.40)	
2/8/2010	2/8/2010				(\$29 32)	
2/12/2010	2/12/2010				\$11 60	
2/12/2010	2/12/2010		BILLED FINANCE CHARGES		\$28.03	
2/12/2010	2/12/2010				\$5 17	
3/7/2010	3/7/2010				(\$11 60)	
3/7/2010 2 1095860	3/7/2010	400	FINANCE CHARGE CREDIT PAID		(\$28.03)	

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3/7/2010				AL CREDIT PAID		5	(\$4 98)
3/7/2010	3/7/2010	400	FINANCI	E CHARGE CREDIT PAID			(\$5 17)
3/7/2010	3/7/2010			ARGE CREDIT PAID			(\$2 22)
3/7/2010	3/7/2010			IT - THANK YOU!			(\$11 60)
3/7/2010	3/7/2010	189	PAYMEN	IT - THANK YOU!			(\$33 01)
3/7/2010	3/7/2010	189	PAYMEN	IT - THANK YOU!			(\$7.39)
3/12/2010	3/12/2010	300	BILLED F	INANCE CHARGES			\$5 56
3/12/2010	3/12/2010	306	INSURAN	ICE PREMIUM ASSESSE	D		\$11 74
3/12/2010	3/12/2010	300	BILLED F	INANCE CHARGES			\$24.58
3/12/2010	3/12/2010	300	BILLED F	INANCE CHARGES			\$0 21
4/6/2010	4/6/2010	304	LATE CH	ARGE ASSESSMENT			\$39.00
4/8/2010	4/8/2010	400	FINANCE	CHARGE CREDIT PAID			(\$0 21)
4/8/2010	4/8/2010	403	LATE CH	ARGE CREDIT PAID			(\$1.83)
4/8/2010	4/8/ 2010	162	PAYMEN	T - THANK YOU!			(\$7 39)
4/8/2010	4/8/2010	162	PAYMEN	T - THANK YOU!			(\$32.66)
4/8/20 10	4/8/2010	162	PAYMEN	T - THANK YOU!			(\$11 95)
4/8/2010	4/8/2010	404	INSURAN	ICE PREMIUM PAID			(\$11 74)
4/8/2010	4/8/ 2010	400	FINANCE	CHARGE CREDIT PAID			(\$24.58)
4/8/2010	4/8/2010	399	PRINCIPA	L CREDIT PAID			(\$8 08)
4/8/2010	4/8/2010	400	FINANCE	CHARGE CREDIT PAID			(\$5 56)
4/12/2010	4/12/2010	300	BILLED FI	NANCE CHARGES			\$6 35
4/12/2010	4/12/2010	300	BILLED FI	NANCE CHARGES			\$27.04
4/12/2010	4/12/2010	300	BILLED FI	NANCE CHARGES			\$0 25
4/12/2010	4/12/2010	306	INSURAN	CE PREMIUM ASSESSE	>		\$11 76
5/6/2010	5/6/2010	304	LATE CHA	RGE ASSESSMENT			\$39.00
5/6/2010	5/7/2010	162	PAYMENT	- THANK YOU!			(\$12.01)
5/5/2010	5/7/2010	318	AUTOMA	TIC LATE FEE REVERSAL			(\$39 00)
5/6/2010	5/7/2010	162	PAYMENT	- THANK YOU!			(\$8 55)
5/6/2010	5/7/2010	162	PAYMENT	- THANK YOUI			(\$39.44)
5/7/2010	5/7/2010	400	FINANCE	CHARGE CREDIT PAID			(\$27 04)
5/7/2010	5/7/2010	400	FINANCE	CHARGE CREDIT PAID			(\$0 25)
5/7/2010	5/7/2010	399	PRINCIPA	L CREDIT PAID			(\$12.40)
5/7/2010	5/7/2010	404	INSURANC	CE PREMIUM PAID			(\$11 76)
5/7/2010	5/7/2010	400	FINANCE (CHARGE CREDIT PAID			(\$6 35)
5/7/2010	5/7/2010			RGE CREDIT PAID			(\$2 20)
5/12/2010	5/12/2010			ANCE CHARGES			\$0 23
5/12/2010	5/12/2010	300	BILLED FIN	IANCE CHARGES			\$25 93
5/12/2010	5/12/2010			IANCE CHARGES			\$6.84
5/12/2010	5/12/2010						\$11 92
6/6/2010	6/6/2010			HARGE CREDIT PAID			(\$6.84)
6/6/2010	6/6/2010			- THANK YOU!			(\$8 39)
6/6/2010	6/6/2010			- THANK YOU!			(\$34.46)
6/6/2010 1095860	6/6/2010	403	LATE CHAF	RGE CREDIT PAID			(\$1 55)

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6/6/2010	6/6/2010	399	PRINCIPA	AL CREDIT PAID		(\$8 53)
6/6/2010	6/5/2010	400	FINANCE	CHARGE CREDIT PAID		(\$25 93)
6/6 /2 010	6/6/2010	404	INSURAN	ICE PREMIUM PAID		(\$11 92)
6/6/2010	6/6/2010	400	FINANCE	CHARGE CREDIT PAID		(\$0 23)
6/5/ 2010	6/6/2010	162	PAYMEN	T - THANK YOU!		(\$12 15)
6/11/2010	6/11/2010	300	BILLED FI	NANCE CHARGES		\$0.24
6/11 / 2010	6/11/2010	300	BILLED FI	NANCE CHARGES		\$26.49
5/11/2010	6 /11/20 10	300	BILLED FI	NANCE CHARGES		\$7.03
6/11/2010	6/11/2010	306	INSURAN	ICE PREMIUM ASSESSED		\$11 80
7/6 / 2010	7/6/2010	304	LATE CHA	ARGE ASSESSMENT		\$39 00
7/10 / 2010	7/11/2010	162	PAYMEN'	T - THANK YOU!		(\$15 01)
7/10 / 2010	7/11/2010	162	PAYMEN	T - THANK YOU!		(\$8.40)
7 /10/201 0	7/11/2010	162	PAYMEN	T - THANK YOUI		(\$31 59)
7/11 / 2010	7/11/2010	400	FINANCE	CHARGE CREDIT PAID		(\$0 24)
7/11/2010	7/11/2010	403	LATE CHA	ARGE CREDIT PAID		(\$1.37)
7/11 / 2010	7/11/2010	399	PRINCIPA	AL CREDIT PAID		(\$5 10)
7/1 1/ 2010	7/11/2010	400	FINANCE	CHARGE CREDIT PAID		(\$26.49)
7/1 1/2010	7/11/2010	404	INSURAN	ICE PREMIUM PAID		(\$11.80)
7/11 / 2010	7/11/2010	400	FINANCE	CHARGE CREDIT PAID		(\$7 03)
7/11/2010	7/11/2010	403	LATE CHA	ARGE CREDIT PAID		(\$2 97)
7/12/2010	7/12/2010	306	INSURAN	ICE PREMIUM ASSESSED		\$11 86
7/12/2010	7/12/2010	300	BILLED FI	INANCE CHARGES		\$0.48
7/12 / 2010	7/12/2010	300	BILLEO FI	NANCE CHARGES		\$25 55
7/12/2010	7/12/2010	300	BILLED FI	INANCE CHARGES		\$6.80
8/7/2010	8/7/2010	304	LATE CH/	ARGE ASSESSMENT		\$39.00
8/8/2010	8/8/2010	400	FINANCE	CHARGE CREDIT PAID		(\$25 55)
8/8/2010	8/8/2010	162	PAYMEN	T - THANK YOU!		(\$8 39)
8/8/20 10	8/8/2010	162	PAYMEN	IT - THANK YOU!		(\$31 50)
8/8/ 2010	8/8/2010	162	PAYMEN	IT - THANK YOU!		(\$15 11)
8/8/2 010	8/8/2010	400	FINANCE	CHARGE CREDIT PAID		(\$6.80)
8/8/2010	8/8/ 2010	403	LATE CH/	ARGE CREDIT PAID		(\$2 77)
8/8/2010	8/8/2010	404	INSURAN	NCE PREMIUM PAID		(\$11.86)
8/8/2010	8/8/2010			CHARGE CREDIT PAID		(\$0.48)
8/8/2010	8/8/2010	399	PRINCIP	AL CREDIT PAID		(\$5 95)
8/8/2010	8/8/2010	403	LATE CH	ARGE CREDIT PAID	•	(\$1 59)
8/12/2010	8/12/2010	306	INSURAN	NCE PREMIUM ASSESSED		\$12 07
8/1 2/2010	8/12/2010			INANCE CHARGES		\$1 36
8/12/2010	8/12/2010			INANCE CHARGES		\$26 20
8/12/2010	8/12/2010			INANCE CHARGES		\$6 97
9/6/2010	9/6/2010			ARGE ASSESSMENT		\$25.00
9/9/2010	9/9/2010			IT - THANK YOU!		(\$8 36)
9/ 9/2010	9/9/2010			NT - THANK YOU!		(\$31.40)
9/9/2010 21095860	9/9/2010	400	FINANCE	E CHARGE CREDIT PAID		(\$26-20)

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9/9/ 2010			00534 ECF No. 1-3 filed 06/13/17 INSURANCE PREMIUM PAID	PageID.99	Page 47 (\$12.07)	7 of 58
9/9/2010	9/9/2010	403	LATE CHARGE CREDIT PAID		(\$1 39)	
9/9/2010		400	FINANCE CHARGE CREDIT PAID		(\$5 97)	
9/9/2010			FINANCE CHARGE CREDIT PAID		(\$1 36)	
9/9/2010			PAYMENT - THANK YOU!		(\$18.24)	
9/9/2010			PRINCIPAL CREDIT PAID		(\$5.20)	
9/9/2010	9/9/2010 9/9/2010		LATE CHARGE CREDIT PAID		(\$4.81)	
9/12/2010	9/12/2010		BILLED FINANCE CHARGES		\$2 27	
9/12/2010			BILLED FINANCE CHARGES		\$26.0 9	
			BILLED FINANCE CHARGES		\$6 94	
9/12/2010					\$8 94 \$12 33	
9/12/2010	9/12/2010		INSURANCE PREMIUM ASSESSED			
10/6/2010	10/6/2010				(\$1 26) (\$8 73)	
10/6/2010	10/6/2010				(\$8 23)	
10/6/2010	10/6/2010		PAYMENT - THANK YOU!		(\$30 91) (\$15 86)	
10/6/2010	10/6/2010		PAYMENT - THANK YOU!		(\$15.86)	
10/6/2010	10/6/2010				(\$1 29)	
10/6/2010	10/6/2010				(\$4.82)	
10/6/2010	10/6/2010				(\$12 33)	
10/6/2010					(\$2 27)	
10/6/2010	10/6/2010		FINANCE CHARGE CREDIT PAID		(\$26.09)	
10/6/2010	10/6/2010		FINANCE CHARGE CREDIT PAID		(\$6 94)	
10/12/2010	10/12/2010				\$12.37	
10/12/2010		300	BILLED FINANCE CHARGES		\$2 55	
10/12/2010	10/12/2010	300	BILLED FINANCE CHARGES		\$25 04	
10/12/2010	10/12/2010	300	BILLED FINANCE CHARGES		\$6.66	
11/6/2010	11/7/2010	162	PAYMENT - THANK YOU!		(\$30 92)	
11/6/2010	11/7/2010	162	PAYMENT - THANK YOU!		(\$15 84)	
11/6/2010	11/7/2010	162	PAYMENT - THANK YOU!		(\$8 24)	
11/7/2010	11/7/2010	403	LATE CHARGE CREDIT PAID		(\$0 92)	
11/7/2010	11/7/2010	400	FINANCE CHARGE CREDIT PAID		(\$25 04)	
11/7/2010	11/7/2010	400	FINANCE CHARGE CREDIT PAID		(\$6 66)	
11/7/2010	11/7/2010	403	LATE CHARGE CREDIT PAID		(\$1.58)	
11/7/2010	11/7/2010	399	PRINCIPAL CREDIT PAID		(\$5.88)	
11/7/2010	11/7/2010	400	FINANCE CHARGE CREDIT PAID		(\$2 55)	
11/7/2010	11/7/2010	404	INSURANCE PREMIUM PAID		(\$12 37)	
11/12/2010	11/12/2010	300	BILLED FINANCE CHARGES		\$2 61	
1 1/12/2010	11/12/2010	300	BILLED FINANCE CHARGES		\$25 73	
11/12/2010	11/12/2010	306	INSURANCE PREMIUM ASSESSED		\$1 2 30	
1 1/ 12/2010	11/12/2010	300	BILLED FINANCE CHARGES		\$6.84	
1 1/21/2010	11/22/2010	1	PURCHASE		\$68.88	523974686
11/22/2010	11/23/2010	1	PURCHASE		\$46.49	523974728
12/6/2010	12/6/2010	304	LATE CHARGE ASSESSMENT		\$35.00	
12/8/2010 24095860		404	INSURANCE PREMIUM PAID		(\$12 30)	

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	Case 1:1	7-cv-0	0534	ECF No. 1-3 filed 06/1	3/17	PageID.100	Page 48 of 58
12/8/201 Q	12/8/2010	403	LATE CH	ARGE CREDIT PAID			(\$1.40)
12/8/2010	12/8/2010	162	PAYMEN	IT - THANK YOU!			(\$8 24)
12/8/2010	12/8/2010	162	PAYMEN	IT - THANK YOU!			(\$30 93)
12/8/2010	12/8/2010	162	PAYMEN	IT - THANK YOU!			(\$20 83)
12/8/2010	12/8/2010	399	PRINCIP	AL CREDIT PAID			(\$5 20)
12/8/2010	12/8/2010	403	LATE CH	ARGE CREDIT PAID			(\$5.92)
12/8/2010	12/8/2010	400	FINANCE	CHARGE CREDIT PAID			(\$2 61)
12/8/2010	12/8/2010	400	FINANCE	CHARGE CREDIT PAID			(\$6.84)
12/8/2010	12/8/2010	400	FINANCE	CHARGE CREDIT PAID			(\$25 73)
12/12/2010	12/12/2010	306	INSURA	NCE PREMIUM ASSESSED			\$13 03
12/12/2010	12/12/2010	300	BILLED F	INANCE CHARGES			\$2 71
12/12/2010	12/12/2010	300	8ILLED F	INANCE CHARGES			\$24.82
12/12/2010	12/12/2010	300	8ILLED F	INANCE CHARGES			\$8 55
1/6/2011	1/6/2011	304	LATE CH	ARGE ASSESSMENT			\$35.00
1/7/2011	1/7/2011	403	LATE CH	ARGE CREDIT PAID			(\$3.16)
1/7/2011	1/7/2011	403	LATE CH	ARGE CREDIT PAID			(\$1 97)
1/7/2011	1/7/2011	1 62	PAYMEN	IT - THANK YOU!			(\$30 58)
1/7/2011	1/7/2011	162	PAYMEN	IT - THANK YOU!			(\$17 71)
1/7/2011	1/7/2011	404	INSURA	NCE PREMIUM PAID			(\$13 03)
1/7/2011	1/7/2011	400	FINANCE	CHARGE CREDIT PAID			(\$8 55)
1/7/2011	1/7/2011	400	FINANCE	CHARGE CREDIT PAID			(\$2 71)
1/7/2011	1/7/2011	400	FINANCE	CHARGE CREDIT PAID			(\$24.82)
1/7/2011	1/7/2011	399	PRINCIP	AL CREDIT PAID			(\$5 76)
1/7/2011	1/7/2011	162	PAYMEN	IT - THANK YOU!			(\$11 71)
1/12/2011	1/12/2011	300	BILLED F	INANCE CHARGES	•		\$9.74
1/12/2011	1/12/2011	300	BILLED F	INANCE CHARGES			\$25.47
1/12/2011	1/12/2011	300	BILLED F	INANCE CHARGES			\$3 55
1/12/2011	1/12/2011	306	INSURAL	NCE PREMIUM ASSESSED			\$13 55
2/6/2011	2/6/2011	304	LATE CH	ARGE ASSESSMENT			\$35 00
2/9/2011	2/9/2011	399	PRINCIP.	AL CREDIT PAID			(\$5.08)
2/9/20 11	2/9/2011	162	PAYMEN	IT - THANK YOU!			(\$30 55)
2/9/ 2011	2/9/2011	162	PAYMEN	IT - THANK YOU!			(\$22.75)
2/9/2011	2/9/2011	403	LATE CH	ARGE CREDIT PAID			(\$1 96)
2/9/2011	2/9/2011	400	FINANCE	E CHARGE CREDIT PAID			(\$9 74)
2/9/2011	2/9/2011	162	PAYMEN	IT - THANK YOU!			(\$11 70)
2/9/2011	2/9/2011	403	LATE CH	ARGE CREDIT PAID			(\$5 65)
2/9/2011	2/9/2011	404	INSURA	NCE PREMIUM PAID			(\$13 55)
2/9/2011	2/9/2011	400	FINANC	E CHARGE CREDIT PAID			(\$3 55)
2/9/2011	2/9/2011	400	FINANCE	E CHARGE CREDIT PAID			(\$25.47)
2/11/2011	2/11/2011	300	BILLED F	INANCE CHARGES			\$9 7 1
2/11/2011	2/11/2011	300	BILLED F	INANCE CHARGES			\$25 3 9
2 / 11/2011	2/11/2011	300	BILLED F	INANCE CHARGES			\$4.44
2/11/2011 21095860	2/11/2011	306	INSURAI				\$13.82

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	Case I.I.	-00-0	00554		10. I-3 IIIEU 00/I3) T I	PayerD.101	Paye 49 0
3/6/201	1 3/6/2011	40	D3 LATE C	HARGE CRE	DIT PAID			(\$1 76)
3/6/201	.1 3/6/2011	16	52 PAYME	NT - THAN	K YOUI			(\$11.47)
3/6/201	1 3/6/2011	16	52 PAYME	NT - THAN	(YOU)			(\$19 59)
3/6/201	1 3/6/2011	40	0 FINANO	E CHARGE	CREDIT PAID			(\$9 71)
3/6/201	1 3/6/2011	40	3 LATE C	HARGE CRE	DIT PAID			(\$1 33)
3/6/201	1 3/6/2011	40	4 INSURA	NCE PREM	IUM PAID			(\$13.82)
3/6/201	1 3/6/2011	40	o financ	E CHARGE	CREDIT PAID			(\$4.44)
3/6/201	1 3/6/2011	40	O FINANC	E CHARGE	CREDIT PAID			(\$25 39)
3/6/201	1 3/6/2011	16	2 PAYME	NT - THANK	YOUI			(\$29 94)
3/6/201	1 3/6/2011	39	9 PRINCI	PAL CREDIT	PAID			(\$4.55)
3/11/201:	1 3/11/2011	30	0 BILLED	FINANCE CH	ARGES			\$22 73
3/11/201:	1 3/11/2011	30	o Billed	FINANCE CH	ARGES			\$8 70
3/11/2011	i 3/11/2011	30	O BILLED	FINANCE CH	IARGES			\$4.49
3/11/2011	l 3/11/2011	30	6 INSURA	NCE PREMI	UM ASSESSED			\$13 90
4/6/2011	l 4/6/20 11	30	4 LATE CH	ARGE ASSE	SSMENT			\$35.00
4/12/2011	4/12/2011	30	BILLED	FINANCE CH	ARGES			\$5 26
4/12/2011	4/12/2011	30(d Billed I	FINANCE CH	ARGES			\$25 18
4/12/2011	4/12/2011	300	BILLED	FINANCE CH	IARGES			\$9 63
4/12/2011	4/12/2011	306	5 INSURA		UM ASSESSED			\$14 00
5/7/2011	5/7/2011	304	LATE CH	ARGE ASSE	SSMENT			\$35.00
5/12/2011	5/12/2011	300	BILLED A	INANCE CH	ARGES			\$6.41
5/12/2011	5/12/2011	300) Billed P	INANCE CH	ARGES			\$9.56
5/12/2011	5/12/2011	300) BILLED F	INANCE CH	ARGES			\$24.99
6/6/2011	6/6/2011	304	LATE CH	ARGE ASSE	SSMENT			\$35 00
6/12/2011	6/12/2011	300	BILLED F	INANCE CH	ARGES			\$7.70
5/12/2011	6/12/2011	300	BILLED F	INANCE CH	ARGES			\$26.46
6/12/2011	6/12/2011	300	Billed F	INANCE CH	ARGES			\$10 12
7/6/2011		304	LATE CH	ARGE ASSES	SMENT			\$35.00
7/12/2011	7/12/2011	300	BILLED F	INANCE CH	ARGES			\$10 04
7/12/2011	7/12/2011	300	BILLED F	INANCE CH	ARGES			\$26 26
7/12/2011	7/12/2011	300	BILLED F	INANCE CH	ARGES			\$8 51
8/7/2011	8/12/2011	304	LATE CH	ARGE ASSES	SMENT			\$35.00
8/12/2011	8/12/2011	300	BILLED FI	NANCE CH	ARGES			\$9.87
8/12/2011	8/12 /201 1	300	BILLED FI	NANCE CH/	ARGES			\$27.80
8/12/2011	8/12/2011	300	BILLED FI	NANCE CH	ARGES			\$10 63
9/6/2011	9/12/2011	304	LATE CH/	ARGE ASSES	SMENT			\$35 00
9/12/2011	9/12/2011	300	BILLED FI	NANCE CH	ARGES			\$9 5 7
9/12/2011	9/12/2011	300	BILLED FI	NANCE CHA	ARGES			\$9.45
9/12/2011	9/12/2011	300	BILLED FI	NANCE CHA	ARGES			\$24.70
10/6/2011	10/12/2011			RGE ASSES				\$35.00
10/12/2011		300	BILLED FI	NANCE CHA	ARGES			\$10 22
10/12/2011	10/12/2011			NANCE CHA	-			\$24.44
10/12/2011 21095860	10/12/2011	300	BILLED FI	NANCE CHA	RGES			\$9 35

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10/17/2011 10/17		• •
10/17/2011 10/17		(\$77.48)
10/17/2011 10/17		\$127 99
10/17/2011 10/17		\$77.48
10/17/2011 10/17		\$241.41
10/17/2011 10/17		(\$127 99)
10/17/2011 10/17		\$202 56
10/17/2011 10/17/		\$965 84
10/17/2011 10/17/		(\$202 56)
10/17/2011 10/17/		\$27 90
10/17/2011 10/17/		\$425.40
10/17/2011 10/17/		\$62.03
10/17/2011 10/17/		(\$425.40)
10/17/2011 10/17/		(\$62.03)
10/17/2011 10/17/		(\$2,130 61)
10/17/2011 10/17/		(\$27.90)
10/17/2011 10/17/		(\$965 84)
12/20/2011 12/21/		(\$241.41) (\$34.16)
12/20/2011 12/21/		(\$94.10)
12/30/2011 12/30/		(\$27 90)
12/30/2011 12/30/2		(\$241.41)
12/30/2011 12/30/2		(\$127.99)
12/30/2011 12/30/2		(\$77.48)
12/30/2011 12/30/2	2011 468 CO PRIN CR OUT	(\$965 84)
12/30/2011 12/30/2	2011 470 CO FIN CR OUT	(\$202.56)
12/30/2011 12/30/2	2011 476 CO LATE CHARGE CREDIT OUT	(\$425.40)
12/30/2011 12/30/2	2011 314 AUTOMATIC FINAL CHARGEOFF	(\$2,130 61)
12/30/2011 12/30/2	2011 470 CO FIN CR OUT	(\$62.03)

Account Balance History Summary

\$1,723 79
\$1,671 79
\$1,751 02
\$1,790.02
\$1,720.02
\$1,775.99
\$1,705 9 9
\$1,762 09
\$1,692 09
\$1,746 64
\$1,785 64
\$1,715.64
\$1,770.73

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12/2/2003	\$1,701 22
12/12/2007	\$1,755 11
12/18/2007	\$1,759.08
1/5/2008	\$1,689.08
1/12/2008	\$1,743.75
2/5/2008	\$1,693.75
2/7/2008	\$1,732 75
2/12/2008	\$1,786 85
2/16/2008	\$1,747.68
3/7/2008	\$1,657 68
3/12/2008	\$1,707 30
4/6/2008	\$1,639.30
4/12/2008	\$1,690 10
5/4/2008	\$1,620 10
5/12/2008	\$1,668 12
6/3/2008	\$1,603.26
6/12/2008	\$1,651 74
7/6/2008	\$1,586.74
7/12/2008	\$1,633.43
8/4/2008	\$1,569 88
8/12/2008	\$1,617 06
9/4/2008	\$1,547 06
9/12/2008	\$1,593 71
9/23/2008	\$1,667 90
10/5/2008	\$1,602 90
10/12/2008	\$1,649 34
10/23/2008	\$1,798.34 \$1.728.34
11/3/2008	\$1,728.34 \$1,778.82
11/12/2008 11/16/2008	\$2,078.87
12/3/2008	\$2,008.87
12/3/2008	\$2,330 30
12/12/2008	\$1,833 84
12/19/2008	\$2,077 63
1/7/2009	\$1,987.63
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2/4/2009	\$1,944.83
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10/12/2009	\$1,188 59	
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11/8/2009	\$1,177 5 9	
11/12/2009	\$1,218.17	
12/7/2009	\$1,324.99	
12/10/2009	\$1,274.99	
12/11/2009	\$1,317 53	
1/6/2010	\$1,266 53	
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8/12/2010	\$1,387 76	
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Data printed by Midland Credit Management, Inc. from electronic records created, maintained, and provided by Dell Financial Services, L.L.C.

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11/22/2010	\$1,455 37
11/23/2010	\$1,501 86
12/5/2010	\$1,536.86
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7/6/2011	\$1,844.77
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9/12/2011	\$2,051 60
10/12/2011	\$2,130 61
10/17/2011	\$2,130.61
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Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.106 Page 54 of 58

Exhibit D

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IKPORTANT MESSAGE FOR NEW CUSTOMERS

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Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.108 Page 56 of 58

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Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.109 Page 57 of 58

STATE OF MICHIGAN IN THE 64A JUDICIAL DISTRICT COURT

Midland Funding LLC, Original Creditor: Webbank/Dell Financial Services L.L.C.,

Plaintiff,

WWR# 21095860

v.

Karen Wiitanen,

Case No. 16-0874-GC Hon. Raymond P. Voet

Defendant. WELTMAN, WEINBERG AND REIS, CO., L.P.A. By: Daniel E. Best (P58501) Christopher Best (P77875) Attorneys for Plaintiff 2155 Butterfield Drive, Suite 200-S Troy, Michigan 48084 248-362-6100

Golden Law Offices, P.C. By: Thomas Golden (P-70822) Attorney for Defendant P.O. Box 9 Lowell, Michigan 49331 (616)897-2900

ORDER GRANTING MOTION FOR SUMMARY DISPOSITION AND JUDGMENT

At a session of said Court held in the City of Ionia, State of Michigan On Present: Honorable Raymond P. Voet

This matter having came before this court upon Plaintiff's Motion and this Court having found that Defendant was served and being further fully advised in the premises:

IT IS HEREBY ORDERED that Plaintiff's Motion for Summary Disposition is hereby granted;

IT IS FURTHER ORDERED that a judgment in the amount of \$1,144.96 (which represents damages of \$1,033.24, costs in the amount of \$111.72), is hereby entered in favor of the Plaintiff and against the Defendant, Karen Wiitanen;

IT IS SO ORDERED.

This Order resolves the last pending claim in the above case, and closes the case.

Dated:

District Court Judge

Case 1:17-cv-00534 ECF No. 1-3 filed 06/13/17 PageID.110 Page 58 of 58 P 5 - 1 5 - 5

WWR# 21095860

STATE OF MICHIGAN IN THE 64A JUDICIAL DISTRICT COURT

Midland Funding LLC, Original Creditor: Webbank/Dell Financial Services L.L.C.,

Plaintiff.

v.

Case No. 16-0874-GC Hon. Raymond P. Voet

Karen Wiitanen,

Defendant.

WELTMAN, WEINBERG AND REIS, CO., L.P.A. By: Daniel E. Best (P58501) Christopher Best (P77875) Attorneys for Plaintiff 2155 Butterfield Drive, Suite 200-S Troy, Michigan 48084 248-362-6100

Golden Law Offices, P.C. By: Thomas Golden (P-70822) Attorney for Defendant P.O. Box 9 Lowell, Michigan 49331 (616)897-2900

PROOF OF SERVICE

)SS:

STATE OF MICHIGAN

COUNTY OF OAKLAND

I, Olivere June Dougs certify that on the Sth day of August 2016____, I served a copy of Plaintiff's Motion for Summary, Brief, Notice of Hearing and this Proof of Service, upon:

Thomas Golden at P.O. Box 9, Lowell, Michigan 49331

by placing same in a well sealed envelope, by first class mail, with the proper prepaid postage thereon and depositing same in a United States Mail receptacle in the City of Troy, State of Michigan.

Olimpine Jum Copy Clerk

Case 1:17-cv-00534 ECF No. 1-4 filed 06/13/17 PageID.111 Page 1 of 2

EXHIBIT D

Approved, SCAO	Case 1:17-cv-00	This form is 0534 ECF Target Informatio (517)	available from Fi Management, 1n3/17 337-1211	PageID. 11st copy - Applicant 2 Other copies - All appearing parties
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EXHIBIT E

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		,-		
			Attorney	
1 PLAIN		(CLSD)	P-77875	
MIDLA	ND FUNDING LLA	2//	BEST, CHRISTOPHER BRIAN,	
			2155 BUTTERFIELD DR	
			STE 200-S	
			TROY MI 4808	4
			(248) 989-3089	
DEFEN		(CLSD)	P-70822	
<u>WIIT</u>	NEN/KAREN/		GOLDEN, B. THOMAS,	
			2186 W MAIN ST	
			PO BOX 9	
			LOWELL MI 4933	1
			(616) 897-2900	
DATE		ACTIONS, JUDGMENTS,	CASE NOTES INI	TIA
/13/16				
P01	SUMM & COME	A RIPED	BEST, CHRISTOPHE P-7787	5 A
			\$1,033.24	
		CIAL SERVICES, LLC CUST	OMER ACCOUNT	A
	INFORMATION			A
		RED ACCOUNT CREDIT AGE	(EEMENI, FILED	A
	BILL OF SAI	•	WW W 00 0015	A) A)
	FILED	TO BILL OF SALE DATED	JULI 28, 2015	A
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	EXHIBIT A-1	TO BILL OF SALE, FILE	Ð	A
	EXHIBIT A-1 CLOSING STA	ATEMENT, FILED		A) A)
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174/76	EXHIBIT A-1 CLOSING STA AFFIDAVIT (ATEMENT, FILED	RESELLING	A) A) A)
5/14/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT (CREDITOR (I	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES	RESELLING S,LLC), FILED	Al Al Al Al
5/14/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT (CREDITOR (I FILING FEE	ATEMENT, FILED DF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F	RESELLING	Al Al Al Al
5/14/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT (CREDITOR (I FILING FEE CHECK TENDE	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187	RESELLING S,LLC), FILED	AI AI AI AI AI
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5/15/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN	RESELLING S,LLC), FILED	AI AI AI AI AI AI
/15/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS)	RESELLING S,LLC), FILED	AI AI AI AI AI AI AI
5/15/16 D01 P01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS)	RESELLING S,LLC), FILED	AI AI AI AI AI AI AI
/15/16 D01 P01 /30/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) MAILED (DMS)	RESELLING S,LLC), FILED	AI AI AI AI AI AI AI
/15/16 D01 P01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) MAILED (DMS)	RESELLING 3,LLC), FILED CPT # D255160	AI AI AI AI AI AI AI
/15/16 D01 P01 /30/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) MAILED (DMS)	RESELLING S,LLC), FILED	AI AI AI AI AI AI AI AI
/15/16 D01 P01 /30/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME (PETTIT)	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED	RESELLING S,LLC), FILED CCPT # D255160 \$37.62	AI AI AI AI AI AI AI AI
/15/16 D01 P01 /30/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME SUMM & COME (PETTIT) COUNSEL APE	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED PERSONALLY SERVED	RESELLING S.LLC), FILED CPT # D255160 \$37.62 2, JURY DEMAND	AI AI AI AI AI AI AI AI
/15/16 D01 P01 /30/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME SUMM & COME (PETTIT) COUNSEL APE AFFIRMATIVE	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED PERSONALLY SERVED PEARANCE, DEFT'S ANSWEF E AND/OR SPECIAL DEFENS	RESELLING S.LLC), FILED CPT # D255160 \$37.62 2, JURY DEMAND	Al Al Al Al Al Al Al Al Al Al Al Al
/15/16 D01 P01 /30/16 D01 /22/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME SUMM & COME (PETTIT) COUNSEL APE	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED PERSONALLY SERVED PEARANCE, DEFT'S ANSWEF E AND/OR SPECIAL DEFENS	RESELLING S.LLC), FILED CPT # D255160 \$37.62 2, JURY DEMAND	AI AI AI AI AI AI AI AI AI AI
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5/15/16 D01 P01 5/30/16 D01 2/22/16 2/25/16 D01	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME (PETTIT) COUNSEL APE AFFIRMATIVE BY FAX ON 7 APPEARANCE	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED PEARANCE, DEFT'S ANSWEF E AND/OR SPECIAL DEFENS 7/22/16 FILED	RESELLING S.LLC), FILED CPT # D255160 \$37.62 2, JURY DEMAND	Al Al Al Al Al Al Al Al Al Al Al Al Al A
5/15/16 D01 P01 5/30/16 D01 2/22/16	EXHIBIT A-1 CLOSING STA AFFIDAVIT C CREDITOR (I FILING FEE CHECK TENDE KAREN WIITA SUMM & COME SUMM & COME SUMM & COME (PETTIT) COUNSEL APE AFFIRMATIVE BY FAX ON 7	ATEMENT, FILED OF SALE OF ACCOUNTS BY DELL FINANCIAL SERVICES PAID \$55.00 F ERED 12495187 ANEN P ISSUED (DMS) P MAILED (DMS) P PERSONALLY SERVED PERSONALLY SERVED PEARANCE, DEFT'S ANSWEF E AND/OR SPECIAL DEFENS 7/22/16 FILED ED	RESELLING S.LLC), FILED CCPT # D255160 \$37.62 Ses ACCEPTED	AI AI AI AI AI AI AI AI AI AI AI

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DATE ALL D01 P01 D01 07/26/16	ACTIONS, JUDGMENTS, CASE NOTES PRE-TRIAL SCHEDULED 09/12/16 11:00A	AMI
D01 P01 D01	09/12/16 11:00A	
P01 D01		
D01	NOTICE TO APPEAR ISSUED	AMI
D01	NOTICE MAILED	AMI
	NOTICE MAILED	AMI
07720710	DEM JUR FEE PAID \$50.00 RCPT # D255828	AMI
	CHECK TENDERED 3663	AME
08/08/16	CHECK TRADENED 5005	
	ANSWER AMENDED	AME
D01		AME
D01	PROOF OF MAILING FILED	AMP
D01	AFFIRMATIVE AMENDED	
D01	EXHIBITS FILED	AME
	PLTF'S CIVIL PRETRIAL STATEMENT, FILED	AME
	PLTF'S WITNESS & EXHIBIT LISTS & PROOF OF	AME
	SERVICE, FILED	AME
08/09/16		
P01	MOTION FOR SUMMARY DISPOSITION FILED	AME
P01	BRIEFS FOR SUMMARY DISPOSITION FILED	AME
P01	EXHIBITS FOR SUMMARY DISPOSITION FILED	AMF
P01	PROOF OF MAILING FILED	AMF
ALL	MOTION FOR SUMMARY DISPOSITION SCHEDULED	ÂMĒ
ADD	09/12/16 11:00A	
08/10/16	09/12/10 11,00A	
08/10/10	MOTION FEE PAID \$20.00 RCPT # D256290	AMI
		AMI
	CHECK TENDERED 12592130	
	KAREN WIITANEN	AME
08/25/16		
	MOTION FEE PAID \$20.00 RCPT # D256989	AME
	CHECK TENDERED 3674	АМІ
D01	MOTION FILED (2COMPEL)	AME
D01	BRIEFS FILED (2COMPEL)	AME
D01	PROOF OF MAILING FILED	AME
ALL	MOTION SCHEDULED (2COMPEL)	AME
	09/21/16 09:00A	
	DEFT'S MOTION TO COMPEL ARBITRATION & STAY	AME
	PLTF'S MOTION FOR SUMMARY DISPOSITION, FILED	AME
09/06/16		
03/00/10	PER JOLIE @ PLTF'S ATTY, DOING A STIP & ORDER	AME
	TO ADJOURN TO 9/21/16 @ 9:00 AM WITH DEFT'S	AME
		AME
	ATTY	
D01	OBJECTION FOR SUMMARY DISPOSITION FILED	AMI
D01	PROOF OF MAILING FILED	AMI
	DEFT'S OPPOSITION TO PLTF'S MOTION FOR SUMMARY	AMI
	DISPOSITION & PROOF OF SERVICE, FILED	AME
09/08/16		
ALL	MOTION FOR SUMMARY DISPOSITION ADJOURNED	AME
	09/12/16 11:00A	
09/12/16		
ALL	MOTION FOR SUMMARY DISPOSITION SCHEDULED	AME
	09/21/16 09:00A	
P01	PROOF OF MAILING FILED	AME
EVI	BOTH COUNSEL PRESENT	AME
	PLTF COUNSEL ASK FOR DISMISSAL WITHOUT	AME
		AME
	PREJUDICE	AM

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MIDLAND FUNDING LLC// V WIITANEN/KAREN/ CASE NO: 16-0874-GC PAGE 3

DATE	ACTIONS, JUDGMENTS, CASE NOTES	INITIALS
	DEFT'S COUNSEL OBJECTS	AMF
	COURT-DISMISS WITHOUT PREJUDICE	AMF
D01	DISMISSAL WITHOUT PREJUDICE ENTERED	AMF
P01	DISMISSAL PERSONALLY ISSUED	AMF
D01	DISMISSAL PERSONALLY ISSUED	AMF
	FUTURE CALENDAR DATE(S) REMOVED	AMF

*** END OF REGISTER *** 06/12/17 08:35 DCY 252 (6/82) CIVIL REGISTER OF ACTIONS

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Consumer Sues Over 'Illegal' Debt Collection Lawsuit</u>