

**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

3. 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

5. 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.

7. 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

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,

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.”)

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.

* * *

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.

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, Midland Funding LLC v. Karen Wiitanen, 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:

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).

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. 2011)).

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,

s/ Curtis C. Warner
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,

s/ Curtis C. Warner
Curtis C. Warner

Curtis C. Warner (P59915)
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EXHIBIT A

STATE OF MICHIGAN
JUDICIAL DISTRICT
JUDICIAL CIRCUIT
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

16-0874-GC

Court address

Court telephone no.

Plaintiff's name(s), address(es), and telephone no(s)
MILANO FUNDING LLC
c/o Attorney

Defendant's name(s), address(es), and telephone no(s).



Plaintiff's attorney, bar no., address, and telephone no.
Johnson, Weinberg & Reis Co. L.P.A.
Christopher B. Best, P77875
8155 BUTTERFIELD DR, SUITE 200
TROY MI 48064
(248) 342-9300

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 6-15-16	This summons expires 9-14-16	Court clerk Cheryl P. [Signature]
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- Family Division Cases**
- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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- General Civil Cases**
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) SAN DIEGO, CA 92108	Defendant(s) residence (include city, township, or village) TROY, MI 48064
Place where action arose or business conducted IONIA MI	

Date May 26, 2016
Signature of attorney/plaintiff [Signature]

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

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

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

COMPLAINT

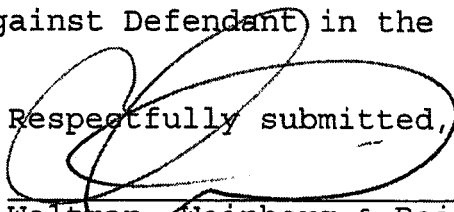
1. The Plaintiff is the owner of the within credit card account through Purchase, bearing account number [REDACTED] 2068.
2. By use of the account, the Defendant became bound by the terms in the CREDIT CARD agreement. The existence of this debt is established in the exhibit attached hereto as Exhibit 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.

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: 6/8/16

21095860 C A Det BST

Respectfully submitted,


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

IMPORTANT MESSAGE FOR NEW CUSTOMERS

Following is the DELL PREFERRED ACCOUNT CREDIT AGREEMENT that governs the Dell Preferred Account you requested. Please read it carefully. If you reject the terms and conditions contained in this Agreement, you will have time to cancel your Account and avoid any interest charges and other credit costs.

If you wish to decline the terms and conditions contained in the Agreement, you must call 1-800-678-5500 within three days of receipt of the Agreement. You will need to provide the phone representative with your Dell Preferred Account number, your Dell Inc. (hereinafter "Dell") customer number and/or your order number(s). The phone representative will arrange with WebBank on that your Account will not become effective, and, if you made a purchase from Dell, either cancel your Dell order or arrange with you for another method of payment. In your order arrives at your home after you have canceled it and the shipment is left at your home without a signature, do not open the boxes. Call the Carrier and tell them that you are refusing shipment. The Carrier will arrange with you to pick up the shipment and return it to Dell.

If you received your Dell order before you received this document, you can still decline this offer of credit by calling 1-800-678-5500 as described above.

If you do not contact us, your acceptance of any products you purchased constitutes an act of the credit card and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize Dell and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell.

DELL PREFERRED ACCOUNT CREDIT AGREEMENT

Offered by WebBank and serviced by Dell Financial Services. Notice: This Credit Agreement contains an arbitration provision. Under this arbitration provision, you may be required to settle any dispute with WebBank Dell Financial Services and others through arbitration and not through a court proceeding. You should carefully read the arbitration provision of this Agreement.

Definitions. The word "Agreement" refers to your Dell Preferred Account Credit Agreement. In this Agreement, the words "you" and "your" mean the person who applied for this Dell Preferred Account. The words "we," "us," and "our" mean WebBank, who is the lender. "Account" means your Dell Preferred Account which will be governed by this Agreement. Dell Financial Services will service your Account for WebBank.

Use of Your Account. Your use of the open-end credit offered pursuant to this Agreement, or its use by anyone you authorize, shall constitute acceptance of the terms of this Agreement and the Arbitration provision contained in this Agreement. Your use of the Account also acknowledges that you are of legal age to enter into a binding agreement with us.

Billing Period. A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the Billing Period for that statement. Payment. You promise to pay us for all purchases charged to your Account pursuant to interest charge and any other charges that may be assessed as provided in the Agreement. You promise to pay at least the minimum payment due as shown on your billing statement each month by the Payment Due Date. We will advise you of your Payment Due Date each month on your billing statement. Our Payment Due Date will be the same day of the month each month. The Billing Period and the due date at least 22 days after the close of each Billing Period. The minimum payment due is the sum of all past due amounts due the greater of \$20.00 or 3% of the New Balance shown on your billing statement rounded up to the nearest dollar. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of your balance at any time without penalty.

When Periodic Interest Charge Is Imposed. Interest Charges on purchases will accrue from the shipment of the product until the date we receive payment in full of the balance on the account. However, if you paid in full the New Balance from your immediately preceding Billing Period by the Payment Due Date shown on the statement, or if that New Balance was zero, that if you pay the New Balance for the current Billing Period by the Payment Due Date shown, you will not be charged any interest charges on purchases during the current Billing Period. (a) If you make a payment by the Payment Due Date shown on the current statement that is less than the New Balance, that payment will be credited as of the first day of the current Billing Period.

Periodic Interest Charge. We figure the "interest charge" on your Account for the Billing Period by applying the Daily Periodic Rate to the Average Daily Balance of your Account (including new purchases) is not multiplying the result by the number of days in the Billing Period. To determine your "Average Daily Balance," we calculate a new balance each day of the Billing Period for each separate credit transaction part of your Account. For each credit plan we do the following: We take the previous balance

In your letter, give us the following information:

- Account information: Your name and account number
 - Dollar amount: The dollar amount of the suspected error
 - Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us:
 - Within 60 days after the error appeared on your statement
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong
- You must notify us of any potential errors in writing. You may call us, but if you do you are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error or explain to you why we believe this bill is correct.
- While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount you think you owe. If you receive our explanation but still believe your bill is wrong, you must write us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning our bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
- 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 if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Dell Preferred Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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 current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your Dell Preferred Account for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 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 (including at:

Dell Preferred Account
Attn: Billing Inquiry Department
P.O. Box 61585
Austin, TX 78706-1585

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

county, your billing address with jurisdiction over the claim. Each party shall be jointly responsible for payment of their own attorney fees, witness fees and similar expenses. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable procedural law. The arbitrator shall have the authority to grant whatever relief would be available in court under law or equity. At the conclusion of the arbitration, the arbitrator may affirm an arbitration fee in accordance with applicable law provided that such fees do not exceed the amount that would have been incurred if the claim had been brought in a state or federal court with jurisdiction over the claim. Where authorized by applicable law, the arbitrator's award may also include attorney fees, witness fees and similar expenses. At the request of any party, the arbitrator will provide a written explanation of the basis for the award and the disposition of each claim, including written findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The non-prevailing party may appeal under the rules of the applicable arbitration administrator to a three-arbitrator panel.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. This arbitration provision does not apply to any claim to which the provisions of this arbitration agreement are inapplicable, including but not limited to: class-action or representative basis are not permitted by applicable law. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, provided, however, that if any provision of this arbitration agreement including arbitration on a consolidated, class-action or representative basis is deemed invalid or unenforceable with respect to a claim, then this arbitration provision shall, upon the election of either party, be invalidated and unenforceable in its entirety with respect to that claim. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern.

YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO SETTLE THE CLAIM THROUGH ARBITRATION AND ARE GIVING UP YOUR RIGHTS TO BRING THAT CLAIM IN COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE TO YOU. THIS LIMITATION ON YOUR RIGHTS TO BRING A CLAIM WITH THE AAA OR JAMS AS FOLLOWS:

JAMS
American Arbitration Association
1820 Main Street, Suite 300
Los Angeles, CA 90014
(800) 724-1300
(909) 774-7070
www.jamsadr.com

STATE SPECIFIC DISCLOSURES

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

Notice For California Residents: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligations, a negative report relating to their credit record may be submitted to a credit reporting agency. If you are married, you may apply for a separate account in your own name.

Notice For Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Notice For Married Wisconsin Residents: The provision of a marital property agreement, a unilateral statement under Sec. 76.59 Wis. Stats., or a court decree under Sec. 76.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Billing Rights: Keep this document for future use.

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

If you think there is an error on your statement, write to us at:

Dell Preferred Account
Attn: Billing Inquiry Department
P.O. Box 61585
Austin, TX 78706-1585

DELL FINANCIAL SERVICES, L.L.C.
 CUSTOMER ACCOUNT INFORMATION

Customer Account

ACCOUNT NUMBER [REDACTED] 2068 CUSTOMER NAME KAREN WIITANEN SSN ***** 3498

BILLING ADDRESS [REDACTED]

IONIA, MI 48846 [REDACTED]

LAST BALANCE: \$0.00 BALANCE AS OF DATE: 12/30/2011

PHONE [REDACTED]

Prior Billing Addresses

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	IONIA	MI	48846	[REDACTED]	1/14/2012
[REDACTED]	LYONS	MI	48851	[REDACTED]	5/13/2011
[REDACTED]	IONIA	MI	48846	[REDACTED]	7/13/2010
[REDACTED]	IONIA	MI	48846	[REDACTED]	5/13/2010
[REDACTED]	IONIA	MI	48846	[REDACTED]	8/20/2009
[REDACTED]	IONIA	MI	48846	[REDACTED]	10/14/2008
[REDACTED]	IONIA	MI	48846	[REDACTED]	11/13/2007
[REDACTED]	IONIA	MI	48846	[REDACTED]	9/14/2007
[REDACTED]	IONIA	MI	48846	[REDACTED]	5/19/2007

Orders

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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	SRS22 SNGL USE HY COLOR CART-V313		1	\$34 99
11/20/2010	523974686	SRS22 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	ADV EXCH,PRINT,V305,INIT		1	\$0 00

21095860

5/18/2007	667586534	DIM E521,A64 X2,5000 (2 60GHZ)	1	\$258.69
5/18/2007	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 5VC,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	MCAFFEE 8,ENG,3 YR,DIM/INSP	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
5/18/2007	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
5/18/2007	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
5/18/2007	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
5/18/2007	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 DOLLARS 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	\$12.97
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
21095860	667586658	DRAGON NATURALLYSPEAKING PREFERRED 9.0 U	1	\$179.00

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

Transactions

Transaction Date	Posting Date	Description	Amount	Account Number
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)	0000000000000000
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	\$39.00	
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)	0000000000000000
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	(\$4.80)	
9/2/2007	9/2/2007	189 PAYMENT - THANK YOU!	(\$70.00)	0000000000000000
9/12/2007	9/12/2007	306 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!	(\$70.00)	0000000000000000
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	300 BILLED FINANCE CHARGES	\$39.03	
10/12/2007	10/12/2007	306 INSURANCE PREMIUM ASSESSED	\$15.52	
11/7/2007	11/7/2007	304 LATE CHARGE ASSESSMENT	\$39.00	
11/8/2007	11/8/2007	400 FINANCE CHARGE CREDIT PAID	(\$39.03)	
11/8/2007	11/8/2007	404 INSURANCE PREMIUM PAID	(\$15.52)	
11/8/2007	11/8/2007	403 LATE CHARGE CREDIT PAID	(\$15.45)	
11/8/2007	11/8/2007	162 PAYMENT - THANK YOU!	(\$70.00)	0000000000000000
11/12/2007	11/12/2007	300 BILLED FINANCE CHARGES	\$39.58	
11/12/2007	11/12/2007	306 INSURANCE PREMIUM ASSESSED	\$15.51	
11/2/2007	12/2/2007	404 INSURANCE PREMIUM PAID	(\$15.51)	

21095860

12/2/2007	12/2/2007	403 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)	00000000000000
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)	00000000000000
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)	00000000000000
2/7/2008	2/7/2008	304 LATE CHARGE ASSESSMENT	\$39.00	
2/7/2008	2/15/2008	10 LATE FEE CREDIT	(\$39.00)	00000000000000
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)	00000000000000
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)	00000000000000
4/6/2008	4/6/2008	404 INSURANCE PREMIUM PAID	(\$15.39)	
4/6/2008	4/6/2008	399 PRINCIPAL CREDIT PAID	(\$18.38)	
4/6/2008	4/6/2008	400 FINANCE CHARGE CREDIT PAID	(\$34.23)	
4/12/2008	4/12/2008	300 BILLED FINANCE CHARGES	\$35.76	
4/12/2008	4/12/2008	306 INSURANCE PREMIUM ASSESSED	\$15.04	
5/4/2008	5/4/2008	400 FINANCE CHARGE CREDIT PAID	(\$35.76)	
5/4/2008	5/4/2008	399 PRINCIPAL CREDIT PAID	(\$19.20)	
5/4/2008	5/4/2008	162 PAYMENT - THANK YOU!	(\$70.00)	00000000000000
5/4/2008	5/4/2008	404 INSURANCE PREMIUM PAID	(\$15.04)	
5/12/2008	5/12/2008	300 BILLED FINANCE CHARGES	\$33.16	
5/12/2008	5/12/2008	306 INSURANCE PREMIUM ASSESSED	\$14.86	
6/3/2008	6/3/2008	400 FINANCE CHARGE CREDIT PAID	(\$33.16)	
6/3/2008	6/3/2008	404 INSURANCE PREMIUM PAID	(\$14.86)	
6/3/2008	6/3/2008	399 PRINCIPAL CREDIT PAID	(\$16.84)	
6/3/2008	6/3/2008	162 PAYMENT - THANK YOU!	(\$64.86)	00000000000000

21095860

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)	0000000000000000
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)	0000000000000000
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	\$300.05	530328289
11/14/2008	12/18/2008	2 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 INSURANCE PREMIUM PAID	(\$15.38)	
12/11/2008	12/12/2008	1 PURCHASE	\$264.99	552401121
12/12/2008	12/12/2008	306 INSURANCE PREMIUM ASSESSED	\$18.11	

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12/12/2008	12/12/2008	300	BILLED FINANCE CHARGES	\$38 33	
12/18/2008	12/18/2008	312	INTEREST CREDIT ADJUSTMENT	(\$4.44)	
12/18/2008	12/18/2008	312	INTEREST CREDIT ADJUSTMENT	(\$4.44)	
12/18/2008	12/19/2008	134	BALANCE ADJUSTMENT - ACCT OVER-CREDITED or DEBIT	\$243 79	S30328289
1/7/2009	1/7/2009	162	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	2/4/2009	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	INSURANCE PREMIUM PAID	(\$17 64)	
6/7/2009	6/7/2009	399	PRINCIPAL CREDIT PAID	(\$22 77)	
6/7/2009	6/7/2009	400	FINANCE CHARGE CREDIT PAID	(\$36.23)	
6/12/2009	6/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17.42	
6/12/2009	6/12/2009	300	BILLED FINANCE CHARGES	\$36 97	
7/7/2009	7/7/2009	304	LATE CHARGE ASSESSMENT	\$39 00	
7/12/2009	7/12/2009	306	INSURANCE PREMIUM ASSESSED	\$17.44	

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7/12/2009	7/12/2009	300 BILLED FINANCE CHARGES	\$35.82	
8/6/2009	8/6/2009	304 LATE CHARGE ASSESSMENT	\$39.00	
8/7/2009	8/7/2009	400 FINANCE CHARGE CREDIT PAID	(\$72.79)	
8/7/2009	8/7/2009	404 INSURANCE PREMIUM PAID	(\$7.21)	
8/7/2009	8/7/2009	162 PAYMENT - THANK YOU!	(\$80.00)	
8/12/2009	8/12/2009	306 INSURANCE PREMIUM ASSESSED	\$18.14	
8/12/2009	8/12/2009	300 BILLED FINANCE CHARGES	\$38.49	
9/5/2009	9/6/2009	162 PAYMENT - THANK YOU!	(\$900.00)	
9/6/2009	9/6/2009	404 INSURANCE PREMIUM PAID	(\$45.79)	
9/6/2009	9/6/2009	400 FINANCE CHARGE CREDIT PAID	(\$38.49)	
9/6/2009	9/6/2009	403 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	
9/22/2009	9/22/2009	433 PRINCIPAL CREDIT OUT	(\$1,160.19)	
9/22/2009	9/22/2009	434 PRINCIPAL DEBIT IN	\$1,160.19	
9/22/2009	9/22/2009	435 FINANCE CHARGE CREDIT OUT	(\$34.52)	
9/22/2009	9/22/2009	444 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)	
10/7/2009	10/7/2009	404 INSURANCE PREMIUM PAID	(\$16.27)	
10/7/2009	10/7/2009	162 PAYMENT - THANK YOU!	(\$55.00)	
10/7/2009	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 YOU!	(\$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	11/8/2009	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)	976815435
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)	

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12/10/2009	12/10/2009	404	INSURANCE PREMIUM PAID	(\$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	
12/11/2009	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 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 CHARGES	\$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	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)	
2/8/2010	2/8/2010	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	2/8/2010	189	PAYMENT - THANK YOU!	(\$4.40)	
2/8/2010	2/8/2010	400	FINANCE CHARGE CREDIT PAID	(\$29 32)	
2/12/2010	2/12/2010	306	INSURANCE PREMIUM ASSESSED	\$11 60	
2/12/2010	2/12/2010	300	BILLED FINANCE CHARGES	\$28.03	
2/12/2010	2/12/2010	300	BILLED FINANCE CHARGES	\$5 17	
3/7/2010	3/7/2010	404	INSURANCE PREMIUM PAID	(\$11 60)	
3/7/2010	3/7/2010	400	FINANCE CHARGE CREDIT PAID	(\$28.03)	

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3/7/2010	3/7/2010	399 PRINCIPAL CREDIT PAID	(\$4 98)
3/7/2010	3/7/2010	400 FINANCE CHARGE CREDIT PAID	(\$5 17)
3/7/2010	3/7/2010	403 LATE CHARGE CREDIT PAID	(\$2 22)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$11 60)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$33 01)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$7.39)
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$5 56
3/12/2010	3/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 74
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$24.58
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$0 21
4/6/2010	4/6/2010	304 LATE CHARGE ASSESSMENT	\$39 00
4/8/2010	4/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 21)
4/8/2010	4/8/2010	403 LATE CHARGE CREDIT PAID	(\$1.83)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$7 39)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$32.66)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$11 95)
4/8/2010	4/8/2010	404 INSURANCE PREMIUM PAID	(\$11 74)
4/8/2010	4/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$24.58)
4/8/2010	4/8/2010	399 PRINCIPAL 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 FINANCE CHARGES	\$6 35
4/12/2010	4/12/2010	300 BILLED FINANCE CHARGES	\$27.04
4/12/2010	4/12/2010	300 BILLED FINANCE CHARGES	\$0 25
4/12/2010	4/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 76
5/6/2010	5/6/2010	304 LATE CHARGE ASSESSMENT	\$39.00
5/6/2010	5/7/2010	162 PAYMENT - THANK YOU!	(\$12.01)
5/6/2010	5/7/2010	318 AUTDMATIC 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 YOU!	(\$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 PRINCIPAL CREDIT PAID	(\$12.40)
5/7/2010	5/7/2010	404 INSURANCE PREMIUM PAID	(\$11 76)
5/7/2010	5/7/2010	400 FINANCE CHARGE CREDIT PAID	(\$6 35)
5/7/2010	5/7/2010	403 LATE CHARGE CREDIT PAID	(\$2 20)
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$0 23
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$25 93
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$6.84
5/12/2010	5/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 92
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$6.84)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$8 39)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$34.46)
6/6/2010	6/6/2010	403 LATE CHARGE CREDIT PAID	(\$1 55)

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6/6/2010	6/6/2010	399 PRINCIPAL CREDIT PAID	(\$8 53)
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$25 93)
6/6/2010	6/6/2010	404 INSURANCE PREMIUM PAID	(\$11 92)
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 23)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$12 15)
6/11/2010	6/11/2010	300 BILLED FINANCE CHARGES	\$0.24
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	306 INSURANCE PREMIUM ASSESSED	\$11 80
7/6/2010	7/6/2010	304 LATE CHARGE ASSESSMENT	\$39 00
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$15 01)
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$8.40)
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$31 59)
7/11/2010	7/11/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 24)
7/11/2010	7/11/2010	403 LATE CHARGE CREDIT PAID	(\$1.37)
7/11/2010	7/11/2010	399 PRINCIPAL CREDIT PAID	(\$5 10)
7/11/2010	7/11/2010	400 FINANCE CHARGE CREDIT PAID	(\$26.49)
7/11/2010	7/11/2010	404 INSURANCE 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 CHARGE CREDIT PAID	(\$2 97)
7/12/2010	7/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 86
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$0.48
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$25 55
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$6.80
8/7/2010	8/7/2010	304 LATE CHARGE ASSESSMENT	\$39.00
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$25 55)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$8 39)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$31 50)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$15 11)
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$6.80)
8/8/2010	8/8/2010	403 LATE CHARGE CREDIT PAID	(\$2 77)
8/8/2010	8/8/2010	404 INSURANCE PREMIUM PAID	(\$11.86)
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 48)
8/8/2010	8/8/2010	399 PRINCIPAL CREDIT PAID	(\$5 95)
8/8/2010	8/8/2010	403 LATE CHARGE CREDIT PAID	(\$1 59)
8/12/2010	8/12/2010	306 INSURANCE PREMIUM ASSESSED	\$12 07
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$1 36
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$26 20
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$6 97
9/6/2010	9/6/2010	304 LATE CHARGE ASSESSMENT	\$25 00
9/9/2010	9/9/2010	162 PAYMENT - THANK YOU!	(\$8 36)
9/9/2010	9/9/2010	162 PAYMENT - THANK YOU!	(\$31.40)
9/9/2010	9/9/2010	400 FINANCE CHARGE CREDIT PAID	(\$26.20)

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9/9/2010	9/9/2010	404 INSURANCE PREMIUM PAID	(\$12.07)	
9/9/2010	9/9/2010	403 LATE CHARGE CREDIT PAID	(\$1.39)	
9/9/2010	9/9/2010	400 FINANCE CHARGE CREDIT PAID	(\$6.97)	
9/9/2010	9/9/2010	400 FINANCE CHARGE CREDIT PAID	(\$1.36)	
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	\$26.09	
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)	
11/7/2010	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	
11/12/2010	11/12/2010	300 BILLED FINANCE CHARGES	\$25.73	
11/12/2010	11/12/2010	306 INSURANCE PREMIUM ASSESSED	\$12.30	
11/12/2010	11/12/2010	300 BILLED FINANCE CHARGES	\$6.84	
11/21/2010	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	12/8/2010	404 INSURANCE PREMIUM PAID	(\$12.30)	

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12/8/2010	12/8/2010	403 LATE CHARGE CREDIT PAID	(\$1.40)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$8.24)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$30.93)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$20.83)
12/8/2010	12/8/2010	399 PRINCIPAL CREDIT PAID	(\$5.20)
12/8/2010	12/8/2010	403 LATE CHARGE 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 INSURANCE PREMIUM ASSESSED	\$13.03
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$2.71
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$24.82
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$8.55
1/6/2011	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 PAYMENT - THANK YOU!	(\$30.58)
1/7/2011	1/7/2011	162 PAYMENT - THANK YOU!	(\$17.71)
1/7/2011	1/7/2011	404 INSURANCE 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 PRINCIPAL CREDIT PAID	(\$5.76)
1/7/2011	1/7/2011	162 PAYMENT - THANK YOU!	(\$11.71)
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$9.74
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$25.47
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$3.55
1/12/2011	1/12/2011	306 INSURANCE PREMIUM ASSESSED	\$13.55
2/6/2011	2/6/2011	304 LATE CHARGE ASSESSMENT	\$35.00
2/9/2011	2/9/2011	399 PRINCIPAL CREDIT PAID	(\$5.08)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$30.55)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$22.75)
2/9/2011	2/9/2011	403 LATE CHARGE CREDIT PAID	(\$1.96)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$9.74)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$11.70)
2/9/2011	2/9/2011	403 LATE CHARGE CREDIT PAID	(\$5.65)
2/9/2011	2/9/2011	404 INSURANCE PREMIUM PAID	(\$13.55)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$3.55)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$25.47)
2/11/2011	2/11/2011	300 BILLED FINANCE CHARGES	\$9.71
2/11/2011	2/11/2011	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 INSURANCE PREMIUM ASSESSED	\$13.82

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3/6/2011	3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 76)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$11.47)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$19 59)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$9 71)
3/6/2011	3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 33)
3/6/2011	3/6/2011	404 INSURANCE PREMIUM PAID	(\$13.82)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$4.44)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$25 39)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$29 94)
3/6/2011	3/6/2011	399 PRINCIPAL CREDIT PAID	(\$4.55)
3/11/2011	3/11/2011	300 BILLED FINANCE CHARGES	\$22 73
3/11/2011	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	6/12/2011	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	7/6/2011	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	10/12/2011	304 LATE CHARGE ASSESSMENT	\$35 00
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$10 22
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$24.44
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$9 35

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10/17/2011	10/17/2011	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
10/17/2011	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 CHARGE OFF	(\$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)
12/30/2011	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	12/30/2011	476 CO LATE CHARGE CREDIT OUT	(\$425.40)
12/30/2011	12/30/2011	314 AUTOMATIC FINAL CHARGE OFF	(\$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	\$1,775.99
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	\$1,770.73
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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.

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
11/16/2008	\$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	\$2,000 68

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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	\$1,320.59
4/6/2010	\$1,359.59
4/8/2010	\$1,307.59
4/12/2010	\$1,352.99
5/6/2010	\$1,391.99
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
10/12/2010	\$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
2/9/2011	\$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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Data printed by Midland Credit Management, Inc. from electronic records created, maintained, and provided by Dell Financial Services, L.L.C.

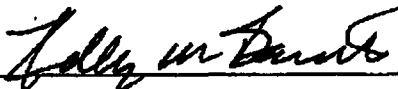
BILL OF SALE

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 I 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 ~~20~~²¹ day of July, 2015.

WEBBANK

By: 
Name: Kelly M. Barnett
Title: President

Schedule 1
to
Bill of Sale dated July 28, 2015

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

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

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. I 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 ("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.

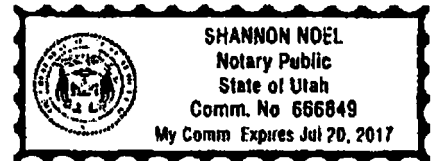
FURTHER AFFIANT SAYETH NOT.

Signed this 30th day of September, 2015.

Kelly M. Barnett
Kelly M. Barnett
WebBank

Subscribed and sworn to before me this 30th day of September, 2015, by Kelly M. Barnett, an employee of WebBank.

Shannon Noel
Notary Public



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.

9/30/2015
Date

Shannon Noel
Attorney at law in the State of Utah

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 07/30/2015 ("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 07/20/2015. 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, or (ii) who caused the data to be 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:

PURCHASER:

DELL FINANCIAL SERVICES L.L.C.

Midland Funding, LLC

By: 

By: 

Print

Name: Stephen Sippel

Print

Name: Kenneth A. Vecchione

Print

Title: Executive Director, Risk Operations

Print

Title: President

EXHIBIT A-1

TO

BILL OF SALE

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

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Dell - Restricted - Confidential

FY16 Warehouse Sale

CLOSING STATEMENT

EFFECTIVE DATE: 07/30/2015

SELLER: Dell Financial Services L.L.C.

PURCHASER: Midland Funding, LLC

NUMBER OF ACCOUNTS: [REDACTED]

TOTAL UNPAID BALANCE: [REDACTED]

PURCHASE PERCENTAGE: [REDACTED]

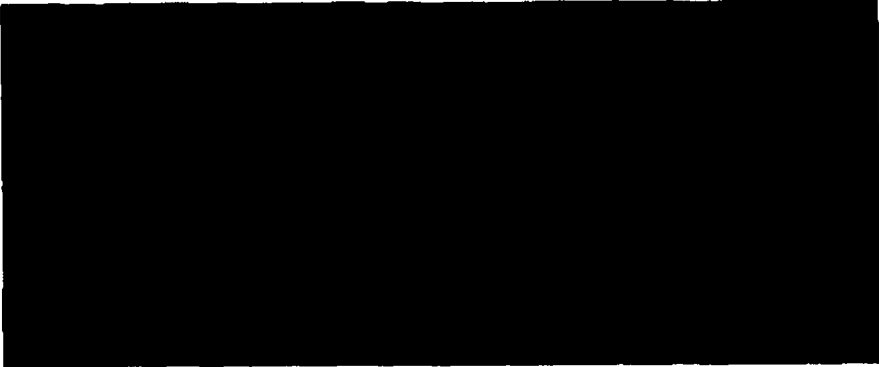
PURCHASE PRICE: [REDACTED]

FILE CREATION DATE: 07/20/2015

PURCHASED ACCOUNTS: As included in the Purchased Accounts File

FILE NAME: [REDACTED]

CLOSING DATE: 07/30/2015



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 Senior Collections Manager 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.

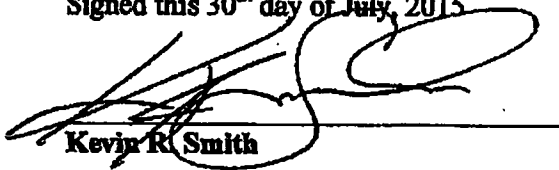
21095860

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, 2015


Kevin R. Smith

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



Nancy G. Lopez

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

Doreen Wheeler
Doreen Wheeler
Attorney at Law
Licensed in the State of Texas

EXHIBIT B

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:

1. 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.
3. 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.
5. 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:

1. 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.
4. 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.
9. 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

country, including address with production of records. Each party will bear its own costs for such information.

STATE SERVICE DISBURSES
As reported by Federal and banking you are hereby notified that a negative credit report reflecting on your creditworthiness was returned to a credit reporting agency if you fail to fulfill the terms of your credit agreements.

What do I do if I'm Not a Member of Your Station?
If you think there is an error on your statement, write to us at:
Dual Preferred Account
ABC Billing Department
PO Box 81585
Austin, TX 78766-1585

In your letter you use the following information:
• Account information: Your name and account number
• Date of audit: The audit amount of the suspected error
• Description of audit: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake
You must contact us:
• Within 30 days after the error appeared on your statement.
• At least 3 business days before an estimated payment is scheduled, if you want to stop payment on the amount in question.
You must notify us of any potential errors in writing. You may call us but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
What We'll Do After the Billing Your Letter
When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 60 days of receiving your letter, we must either correct the error or explain to you why you believe that bill is correct.
• We cannot try to collect the amount in question, or report you as delinquent on that amount.
• The dispute in question may remain on your statement, and we may continue to charge you interest on that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.
After we finish our investigation, one of two things will happen:
• If we decide in your favor, we will not have to pay the amount in question or any interest or other fees related to that amount.
• If we decide against you, you will have to pay the amount in question or any interest or other fees related to that amount.
If you dispute our explanation but still believe your bill is wrong, you must write to us within 90 days of receiving your letter. If you do not, we will bill you the amount in question and any interest or other fees related to that amount. We will not bill those organizations whose names the member has been added to the list. If we do not follow all of the steps above, you do not have to pay the first \$50 of the amount in question even if you still disagree.
Here's What We Can Do After We Finish Our Investigation
If you are dissatisfied with the goods or services that you have purchased with your Dual Preferred Account, and you have used a good faith to correct the problem with the merchant, you may have the right to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:
1. The purchase must be in merchandise in your home state or within 100 miles of your current mailing address, and the purchase must have been made through a merchant that is in your home state or within 100 miles of your current mailing address. If you purchase merchandise from an out-of-state company that is not in your state, you may still have the right to pay the purchase.
2. You must have used your Dual Preferred Account for the purchase. Purchases made with cash, debit, or other means are not eligible.
3. 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 at 1-800-550-9988.

Following the BILL PREFERRED ACCOUNT CREDIT AGREEMENT, we require the Dual Preferred Account you requested. Please read it carefully. If you agree to the terms and conditions contained in the Agreement, you will have to do several things. And you must send any disputed charges and other credit issues.
If you wish to dispute a charge and a creditor has notified the Agreement, you must call 1-800-550-9988 within three days of receipt of the Agreement. You will need to provide the following information: your Dual Preferred Account number, your Dual Preferred Account number and other account information. The phone representative will arrange with WebBank so that your account will not become delinquent, and if you make a purchase from our store, your account will not become delinquent until you have received payment. If your credit expires in your home state or other you have exceeded it, the Agreement is not at your home without a signature, do not open the boxes. Call the Center and let them know you are making payment. The Center will arrange with you to pick up the shipment and return it to you.
If you received your Dual order before you received the shipment, you can still receive the order of credit by calling 1-800-550-9988 as described above.
If you do not contact us, you acceptance of any products you purchased constitutes an agreement to accept the terms and conditions of the Agreement. The Agreement will be sent to you by email. The Agreement will contain our request for payment of the amount in question. You may have to pay for the amount in question and other charges on that amount.
BILL PREFERRED ACCOUNT CREDIT AGREEMENT

Ordered by WebBank and received by Dual Preferred Services
WebBank This Dual Account contains our information. Under the information provided, you may be required to send any disputes with WebBank. Dual Preferred Services and other through arbitration and not through a court proceeding. You should carefully read the arbitration provision of this Agreement.
Definitions. The words "Agreement" refers to your Dual Preferred Account Credit Agreement. In this Agreement, the words "you" and "your" mean the Person who applied for this Dual Preferred Account. The words "we," "us," and "our" mean WebBank, who is the lender "Account" means your Dual Preferred Account, which will be provided by the Agreement. Dual Preferred Services will service your account for WebBank.
Use of Your Account. Your use of the open-end credit extended pursuant to the Agreement, or the use by anyone you authorize, that constitutes acceptance of the terms of this Agreement and the Arbitration provision contained in the Agreement. Your use of the Account also authorizes us to use the right to enter into a binding agreement with us.
Billing Period. A Billing Period is the interval between monthly billing statements. Payment. You promise to pay us for all purchases charged to your account that any amount during and any other charges that may be assessed as provided in this Agreement. You promise to pay at least the Minimum Payment Due as shown on your billing statement each month by the Payment Due Date. We will deliver you of your Payment Due Date, each month on your billing statements. Your Payment Due Date will be the same day of the month for each monthly Billing Period and will be at least 22 days after the date of each Billing Period. Your Minimum Payment Due is the sum of all past due amounts plus the greater of \$5.00 or 3% of the New Balance shown on your billing statement, rounded up to the next dollar. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of your balance at any time without penalty.
When Periodic Interest Charge is Proposed. Interest Charges on purchases will accrue from the shipment of the product until the debtor makes payment in full of the balance on the account. However, if you pay in full the New Balance from your immediately preceding Billing Period by the Payment Due Date shown on the statement, or if you pay the New Balance within 25 days after the Payment Due Date, you will not be charged any interest. Charges on purchases during the current Billing Period, and if you make a payment by the Payment Due Date shown on the current statement that is less than the New Balance, that payment will be credited as of the first day of the current Billing Period.
Periodic Interest Charge. We figure the "Interest Charge" on your account for any Billing Period by using the Daily Periodic Rate on the average Daily Balance of your account (including any purchases and any other charges) used by the number of days in the Billing Period, to determine your "Average Daily Balance." We calculate a new balance each day of the Billing Period for each service credit number on any of your Account. For each credit plan we do the following: We take the previous balance

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

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

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

Brooklyn Hts 216 739 5100
Chicago 312 782 9676
Cincinnati 513 723 2200
Cleveland 216 685 1000
Columbus 614 801 2600

August 3, 2016

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

RECEIVED

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

AUG 11 2016

Golden Law Offices, P.C.

Dear Clerk of the Court:

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.)

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

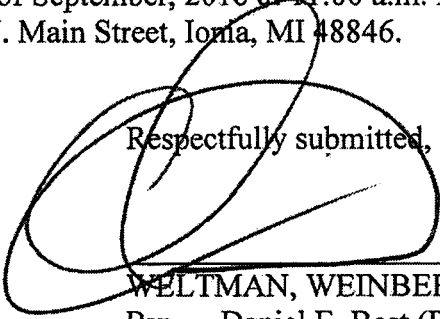
NOTICE OF HEARING
MOTION FOR SUMMARY DISPOSITION

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: _____

8/5/16

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

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.

Dated: _____

8/5/16

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*

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).

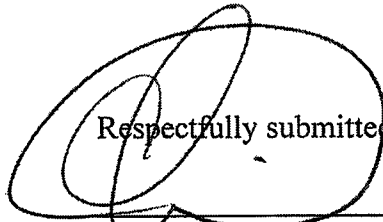
The credit card agreement attached hereto specifically requires monthly payments. Defendant defaulted by failing to make the required payments. As a result of Defendant's default, Defendant is indebted to Plaintiff for damages in the amount of \$1,033.24 plus costs.

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.

Dated: _____

8/5/16

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

Exhibit A

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 XXXXXXXXXXXXXXXXXXXX2068 (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



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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21095860

AFFIDAVIT OF ERICKA BOSSE - 2



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

MAY 16 2016

Date


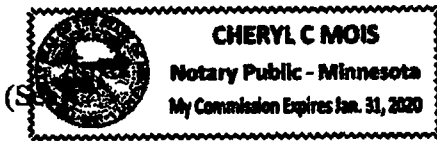


Ericka Bosse

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on MAY 16 2016 by Ericka Bosse.



Notary Public

OH14

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

21095860

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 I 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 ~~20~~²¹ day of July, 2015.

WEBBANK

By: 
Name: Kelly M. Barnett
Title: President

Schedule 1

to

Bill of Sale dated July 28, 2015

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

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

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. I 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 ("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.

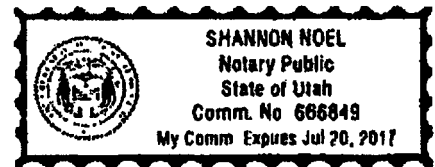
FURTHER AFFIANT SAYETH NOT.

Signed this 30th day of September, 2015.

Kelly M. Barnett
Kelly M. Barnett
WebBank

Subscribed and sworn to before me this 30th day of September, 2015, by Kelly M. Barnett, an employee of WebBank.

Shannon Noel
Notary Public



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.

1/20/2015
Date

James F. Baird
Attorney at law in the State of Utah

21095860

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 07/30/2015 ("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 07/20/2015. 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, or (ii) who caused the data to be 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:

PURCHASER:

DELL FINANCIAL SERVICES L.L.C.

Midland Funding, LLC

By: 

By: 

Print

Name: Stephen Sippel

Print

Name: Kenneth A. Vecchione

Print

Title: Executive Director, Risk Operations

Print

Title: President

EXHIBIT A-1

TO

BILL OF SALE

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

CLOSING STATEMENT

EFFECTIVE DATE: 07/30/2015

SELLER: Dell Financial Services L.L.C.

PURCHASER: Midland Funding, LLC

NUMBER OF ACCOUNTS: [REDACTED]

TOTAL UNPAID BALANCE: [REDACTED]

PURCHASE PERCENTAGE: [REDACTED]

PURCHASE PRICE: [REDACTED]

FILE CREATION DATE: 07/20/2015

PURCHASED ACCOUNTS: As included in the Purchased Accounts File

FILE NAME: [REDACTED]

CLOSING DATE: 07/30/2015



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 Senior Collections Manager 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.

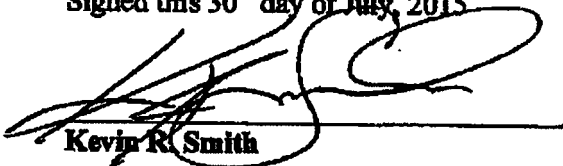
21095860

Dell - Restricted - Confidential
FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

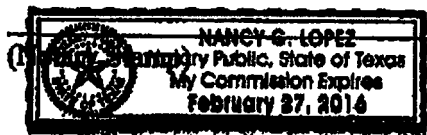
In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Dell Financial Services L.L.C., as servicer of the accounts, in the regular course of business, and it 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, 2015


Kevin R. Smith

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



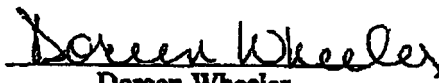
Nancy G. Lopez

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


Doreen Wheeler
Attorney at Law
Licensed in the State of Texas

Field	Field Data
V_ACCOUNT_NUMBER	[REDACTED] 2068
CACS_ACCOUNT_NUMBER	[REDACTED] 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	[REDACTED]
CUST_CITY	[REDACTED]
CUST_STATE	[REDACTED]
CUST_ZIP_CODE	[REDACTED]
CUSTOMER_PHONE_1	[REDACTED]
SSN	**** [REDACTED]
DOB	[REDACTED]

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.

21095860

Exhibit B

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 07/30/2015 ("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 07/20/2015. Unless otherwise defined herein, all capitalized terms appearing in this Bill of Sale shall have the meanings defined for such terms in the Agreement.

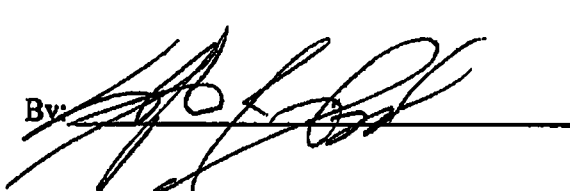
To the best of Seller's knowledge and belief, all of the information contained in the Purchased Accounts File, and Seller's Purchased Accounts Information, is and shall be true, complete, accurate and not misleading in any material respect. Further, all of the information contained in Seller's Purchased 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, or (ii) who caused the data to be 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:

DELL FINANCIAL SERVICES L.L.C.

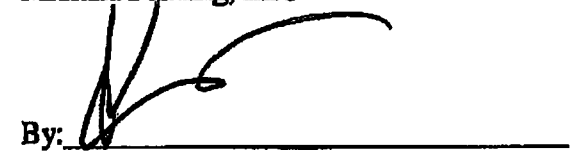
By: 

Print
Name: Stephen Sippel

Print
Title: Executive Director, Risk Operations

PURCHASER:

Midland Funding, LLC

By: 

Print
Name: Kenneth A. Vecchione

Print
Title: President

EXHIBIT A-1

TO

BILL OF SALE

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

21095860

Debt - Restricted Confidential

FY16 Warehouse Sale

EXHIBIT 5.2

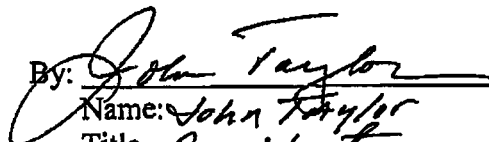
BILL OF SALE

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

By: 
Name: John Taylor
Title President

Field	Field Data
V_ACCOUNT_NUMBER	[REDACTED] 82068
CACS_ACCOUNT_NUMBER	[REDACTED] 82068
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	[REDACTED]
CUST_CITY	[REDACTED]
CUST_STATE	[REDACTED]
CUST_ZIP_CODE	[REDACTED]
CUSTOMER_PHONE_1	[REDACTED]
SSN	[REDACTED]
DOB	[REDACTED]

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.

21095860


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 ~~2nd~~ day of July, 2015.

WEBBANK

By: 

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 28, 2015

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

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

21095860

Delt - Internal Use - Confidential

WebBank Bill of Sale FY16 Warehouse

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR

STATE OF: Utah
COUNTY OF: Salt Lake

John Taylor, being duly sworn, deposes and says:

- 1 I am over 18 and not a party, nor employed by a party, to this action. I am President and CEO of CIT Bank (f/k/a CIT OnLine Bank). In that capacity, I 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 Transferee (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

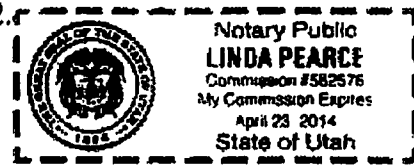
information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were 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.

Signed this 21 day of February, 2012.

By John Taylor
John Taylor
CIT Bank (f/k/a CIT OnLine Bank)



Subscribed and sworn to before me this 21 day of February, 2012, by John Taylor, an employee of CIT Bank (f/k/a CIT OnLine Bank)

Linda Pearce
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 Linda Pearce, 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.

21 Feb 2012
Date

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

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. I 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 ("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.

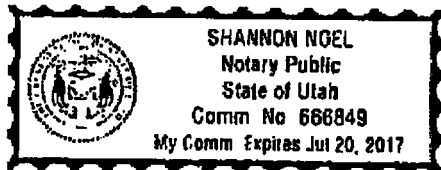
FURTHER AFFIANT SAYETH NOT

Signed this 30th day of September, 2015.

Kelly M Barnett
Kelly M Barnett
WebBank

Subscribed and sworn to before me this 30th day of September, 2015, by Kelly M. Barnett, an employee of WebBank.

Shannon Ngel
Notary Public



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.

09/30/2015
Date

June F Barrett
Attorney at law in the State of Utah

21095860

CLOSING STATEMENT

EFFECTIVE DATE: 07/30/2015

SELLER: Dell Financial Services L.L.C.

PURCHASER: Midland Funding, LLC

NUMBER OF ACCOUNTS: [REDACTED]

TOTAL UNPAID BALANCE: [REDACTED]

PURCHASE PERCENTAGE: [REDACTED]

PURCHASE PRICE: [REDACTED]

FILE CREATION DATE: 07/20/2015

PURCHASED ACCOUNTS: As included in the Purchased Accounts File

FILE NAME: [REDACTED]

CLOSING DATE: 07/30/2015



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 Senior Collections Manager 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.

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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.

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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.

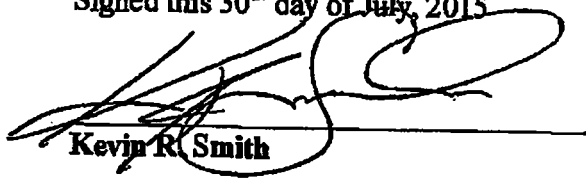
21095860

Dell - Restricted - Confidential
FY16 Warehouse Sale DFS Affidavit of Reselling Creditor (CIT and Web originations)

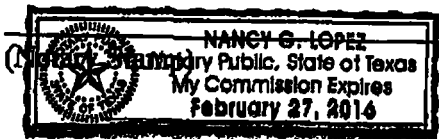
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The above statements are true to the best of my knowledge.

Signed this 30th day of July, 2015


Kevin R. Smith

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



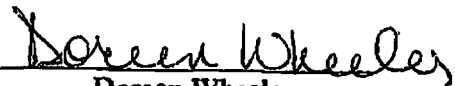
Nancy G. Lopez

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


Doreen Wheeler
Attorney at Law
Licensed in the State of Texas

21095860

Exhibit C

DELL FINANCIAL SERVICES, L.L.C.

CUSTOMER ACCOUNT INFORMATION

Customer Account

ACCOUNT NUMBER ██████████ 32068 CUSTOMER NAME KAREN WIITANEN SSN ***** 3498

BILLING ADDRESS ██████████
 PHONE ██████████

LAST BALANCE: \$0.00 BALANCE AS OF DATE: 12/30/2011

Prior Billing Addresses

Address	City	State	Zip	Date
██████████	IONIA	MI	48846	1/14/2012
██████████	LYONS	MI	48851	5/13/2011
██████████	IONIA	MI	48846	7/13/2010
██████████	IONIA	MI	48846	5/13/2010
██████████	IONIA	MI	48846	8/20/2009
██████████	IONIA	MI	48846	10/14/2008
██████████	IONIA	MI	48846	11/13/2007
██████████	IONIA	MI	48846	9/14/2007
██████████	IONIA	MI	48846	5/19/2007

Orders

Date	Order Number	Description	Quantity	Price
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	SRS22 SNGL USE HY COLOR CART-V313	1	\$34 99
11/20/2010	523974686	SRS22 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	ADV EXCH,PRINT,V305,INIT	1	\$0 00

21095860

5/18/2007	667586534	DIM E521,A64 X2,5000 (2 60GHZ)	1	\$258 69
5/18/2007	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	MCAFFEE 8,ENG,3 YR,DIM/INSP	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
5/18/2007	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
5/18/2007	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 USB 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
5/18/2007	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
5/18/2007	667586534	PC-RESTORE, DIM/INSP	1	\$0 00
5/18/2007	667586534	HW WRTY SVC,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 DOLLARS 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	\$12.97
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
2 1005860	667586588	DRAGON NATURALLYSPEAKING PREFERRED 9.0 U	1	\$179.00

9/21/2008	466718487	DELL 926 HI YIELD BLACK CART	4	\$69.99
9/21/2008	466718487	TRK 48K926N	1	\$0.00

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)	0000000000000000
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	\$39.00	
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)	0000000000000000
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	(\$4.80)	
9/2/2007	9/2/2007	189 PAYMENT - THANK YOU!	(\$70.00)	0000000000000000
9/12/2007	9/12/2007	306 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!	(\$70.00)	0000000000000000
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	300 BILLED FINANCE CHARGES	\$39.03	
10/12/2007	10/12/2007	306 INSURANCE PREMIUM ASSESSED	\$15.52	
11/7/2007	11/7/2007	304 LATE CHARGE ASSESSMENT	\$39.00	
11/8/2007	11/8/2007	400 FINANCE CHARGE CREDIT PAID	(\$39.03)	
11/8/2007	11/8/2007	404 INSURANCE PREMIUM PAID	(\$15.52)	
11/8/2007	11/8/2007	403 LATE CHARGE CREDIT PAID	(\$15.45)	
11/8/2007	11/8/2007	162 PAYMENT - THANK YOU!	(\$70.00)	0000000000000000
11/12/2007	11/12/2007	300 BILLED FINANCE CHARGES	\$39.58	
11/12/2007	11/12/2007	306 INSURANCE PREMIUM ASSESSED	\$15.51	
12/2/2007	12/2/2007	404 INSURANCE PREMIUM PAID	(\$15.51)	

21095860

12/2/2007	12/2/2007	403 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)	00000000000000
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)	00000000000000
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)	00000000000000
2/7/2008	2/7/2008	304 LATE CHARGE ASSESSMENT	\$39.00	
2/7/2008	2/15/2008	10 LATE FEE CREDIT	(\$39 00)	00000000000000
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)	00000000000000
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)	00000000000000
4/6/2008	4/6/2008	404 INSURANCE PREMIUM PAID	(\$15 39)	
4/6/2008	4/6/2008	399 PRINCIPAL CREDIT PAID	(\$18 38)	
4/6/2008	4/6/2008	400 FINANCE CHARGE CREDIT PAID	(\$34.23)	
4/12/2008	4/12/2008	300 BILLED FINANCE CHARGES	\$35.76	
4/12/2008	4/12/2008	306 INSURANCE PREMIUM ASSESSED	\$15.04	
5/4/2008	5/4/2008	400 FINANCE CHARGE CREDIT PAID	(\$35 76)	
5/4/2008	5/4/2008	399 PRINCIPAL CREDIT PAID	(\$19 20)	
5/4/2008	5/4/2008	162 PAYMENT - THANK YOU!	(\$70 00)	00000000000000
5/4/2008	5/4/2008	404 INSURANCE PREMIUM PAID	(\$15 04)	
5/12/2008	5/12/2008	300 BILLED FINANCE CHARGES	\$33 16	
5/12/2008	5/12/2008	306 INSURANCE PREMIUM ASSESSED	\$14.86	
6/3/2008	6/3/2008	400 FINANCE CHARGE CREDIT PAID	(\$33 16)	
6/3/2008	6/3/2008	404 INSURANCE PREMIUM PAID	(\$14.86)	
6/3/2008	6/3/2008	399 PRINCIPAL CREDIT PAID	(\$16.84)	
6/3/2008	6/3/2008	162 PAYMENT - THANK YOU!	(\$64.86)	00000000000000

21095860

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)	00000000000000
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)	00000000000000
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)	00000000000000
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	\$300.05	530328289
11/14/2008	12/18/2008	2	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	INSURANCE PREMIUM PAID	(\$15.38)	
12/11/2008	12/12/2008	1	PURCHASE	\$264.99	552401121
12/12/2008	12/12/2008	306	INSURANCE PREMIUM ASSESSED	\$18.11	

21095860

12/12/2008	12/12/2008	300 BILLED FINANCE CHARGES	\$38 33	
12/18/2008	12/18/2008	312 INTEREST CREDIT ADJUSTMENT	(\$4.44)	
12/18/2008	12/18/2008	312 INTEREST CREDIT ADJUSTMENT	(\$4.44)	
12/18/2008	12/19/2008	134 BALANCE ADJUSTMENT - ACCT OVER-CREDITED or DEBIT	\$243 79	530328289
1/7/2009	1/7/2009	162 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	2/4/2009	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 INSURANCE PREMIUM PAID	(\$17 64)	
6/7/2009	6/7/2009	399 PRINCIPAL CREDIT PAID	(\$22 77)	
6/7/2009	6/7/2009	400 FINANCE CHARGE CREDIT PAID	(\$36.23)	
6/12/2009	6/12/2009	306 INSURANCE PREMIUM ASSESSED	\$17 42	
6/12/2009	6/12/2009	300 BILLED FINANCE CHARGES	\$36 97	
7/7/2009	7/7/2009	304 LATE CHARGE ASSESSMENT	\$39.00	
7/12/2009	7/12/2009	306 INSURANCE PREMIUM ASSESSED	\$17.44	

21095860

7/12/2009	7/12/2009	300	BILLED FINANCE CHARGES	\$35.82	
8/6/2009	8/6/2009	304	LATE CHARGE ASSESSMENT	\$39.00	
8/7/2009	8/7/2009	400	FINANCE CHARGE CREDIT PAID	(\$72.79)	
8/7/2009	8/7/2009	404	INSURANCE PREMIUM PAID	(\$7.21)	
8/7/2009	8/7/2009	162	PAYMENT - THANK YOU!	(\$80.00)	
8/12/2009	8/12/2009	306	INSURANCE PREMIUM ASSESSED	\$18.14	
8/12/2009	8/12/2009	300	BILLED FINANCE CHARGES	\$38.49	
9/5/2009	9/6/2009	162	PAYMENT - THANK YOU!	(\$900.00)	
9/6/2009	9/6/2009	404	INSURANCE PREMIUM PAID	(\$45.79)	
9/6/2009	9/6/2009	400	FINANCE CHARGE CREDIT PAID	(\$38.49)	
9/6/2009	9/6/2009	403	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	
9/22/2009	9/22/2009	433	PRINCIPAL CREDIT OUT	(\$1,160.19)	
9/22/2009	9/22/2009	434	PRINCIPAL DEBIT IN	\$1,160.19	
9/22/2009	9/22/2009	435	FINANCE CHARGE CREDIT OUT	(\$34.52)	
9/22/2009	9/22/2009	444	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)	
10/7/2009	10/7/2009	404	INSURANCE PREMIUM PAID	(\$16.27)	
10/7/2009	10/7/2009	162	PAYMENT - THANK YOU!	(\$55.00)	
10/7/2009	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 YOU!	(\$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	11/8/2009	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)	976815435
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)	

21095860

12/10/2009	12/10/2009	404	INSURANCE PREMIUM PAID	(\$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	
12/11/2009	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 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 CHARGES	\$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	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)	
2/8/2010	2/8/2010	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	2/8/2010	189	PAYMENT - THANK YOU!	(\$4.40)	
2/8/2010	2/8/2010	400	FINANCE CHARGE CREDIT PAID	(\$29 32)	
2/12/2010	2/12/2010	306	INSURANCE PREMIUM ASSESSED	\$11 60	
2/12/2010	2/12/2010	300	BILLED FINANCE CHARGES	\$28.03	
2/12/2010	2/12/2010	300	BILLED FINANCE CHARGES	\$5 17	
3/7/2010	3/7/2010	404	INSURANCE PREMIUM PAID	(\$11 60)	
3/7/2010	3/7/2010	400	FINANCE CHARGE CREDIT PAID	(\$28.03)	

21095860

3/7/2010	3/7/2010	399 PRINCIPAL CREDIT PAID	(\$4 98)
3/7/2010	3/7/2010	400 FINANCE CHARGE CREDIT PAID	(\$5 17)
3/7/2010	3/7/2010	403 LATE CHARGE CREDIT PAID	(\$2 22)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$11 60)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$33 01)
3/7/2010	3/7/2010	189 PAYMENT - THANK YOU!	(\$7.39)
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$5 56
3/12/2010	3/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 74
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$24 58
3/12/2010	3/12/2010	300 BILLED FINANCE CHARGES	\$0 21
4/6/2010	4/6/2010	304 LATE CHARGE ASSESSMENT	\$39 00
4/8/2010	4/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 21)
4/8/2010	4/8/2010	403 LATE CHARGE CREDIT PAID	(\$1.83)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$7 39)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$32.66)
4/8/2010	4/8/2010	162 PAYMENT - THANK YOU!	(\$11 95)
4/8/2010	4/8/2010	404 INSURANCE PREMIUM PAID	(\$11 74)
4/8/2010	4/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$24.58)
4/8/2010	4/8/2010	399 PRINCIPAL 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 FINANCE CHARGES	\$6 35
4/12/2010	4/12/2010	300 BILLED FINANCE CHARGES	\$27.04
4/12/2010	4/12/2010	300 BILLED FINANCE CHARGES	\$0 25
4/12/2010	4/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 76
5/6/2010	5/6/2010	304 LATE CHARGE ASSESSMENT	\$39.00
5/6/2010	5/7/2010	162 PAYMENT - THANK YOU!	(\$12.01)
5/6/2010	5/7/2010	318 AUTDMATIC 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 YOU!	(\$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 PRINCIPAL CREDIT PAID	(\$12.40)
5/7/2010	5/7/2010	404 INSURANCE PREMIUM PAID	(\$11 76)
5/7/2010	5/7/2010	400 FINANCE CHARGE CREDIT PAID	(\$6 35)
5/7/2010	5/7/2010	403 LATE CHARGE CREDIT PAID	(\$2 20)
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$0 23
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$25 93
5/12/2010	5/12/2010	300 BILLED FINANCE CHARGES	\$6.84
5/12/2010	5/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 92
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$6.84)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$8 39)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$34.46)
6/6/2010	6/6/2010	403 LATE CHARGE CREDIT PAID	(\$1 55)

21095860

6/6/2010	6/6/2010	399 PRINCIPAL CREDIT PAID	(\$8 53)
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$25 93)
6/6/2010	6/6/2010	404 INSURANCE PREMIUM PAID	(\$11 92)
6/6/2010	6/6/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 23)
6/6/2010	6/6/2010	162 PAYMENT - THANK YOU!	(\$12 15)
6/11/2010	6/11/2010	300 BILLED FINANCE CHARGES	\$0.24
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	306 INSURANCE PREMIUM ASSESSED	\$11 80
7/6/2010	7/6/2010	304 LATE CHARGE ASSESSMENT	\$39 00
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$15 01)
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$8.40)
7/10/2010	7/11/2010	162 PAYMENT - THANK YOU!	(\$31 59)
7/11/2010	7/11/2010	400 FINANCE CHARGE CREDIT PAID	(\$0 24)
7/11/2010	7/11/2010	403 LATE CHARGE CREDIT PAID	(\$1.37)
7/11/2010	7/11/2010	399 PRINCIPAL CREDIT PAID	(\$5 10)
7/11/2010	7/11/2010	400 FINANCE CHARGE CREDIT PAID	(\$26.49)
7/11/2010	7/11/2010	404 INSURANCE 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 CHARGE CREDIT PAID	(\$2 97)
7/12/2010	7/12/2010	306 INSURANCE PREMIUM ASSESSED	\$11 86
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$0.48
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$25 55
7/12/2010	7/12/2010	300 BILLED FINANCE CHARGES	\$6.80
8/7/2010	8/7/2010	304 LATE CHARGE ASSESSMENT	\$39.00
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$25 55)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$8 39)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$31 50)
8/8/2010	8/8/2010	162 PAYMENT - THANK YOU!	(\$15 11)
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$6.80)
8/8/2010	8/8/2010	403 LATE CHARGE CREDIT PAID	(\$2 77)
8/8/2010	8/8/2010	404 INSURANCE PREMIUM PAID	(\$11.86)
8/8/2010	8/8/2010	400 FINANCE CHARGE CREDIT PAID	(\$0.48)
8/8/2010	8/8/2010	399 PRINCIPAL CREDIT PAID	(\$5 95)
8/8/2010	8/8/2010	403 LATE CHARGE CREDIT PAID	(\$1 59)
8/12/2010	8/12/2010	306 INSURANCE PREMIUM ASSESSED	\$12 07
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$1 36
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$26 20
8/12/2010	8/12/2010	300 BILLED FINANCE CHARGES	\$6 97
9/6/2010	9/6/2010	304 LATE CHARGE ASSESSMENT	\$25.00
9/9/2010	9/9/2010	162 PAYMENT - THANK YOU!	(\$8 36)
9/9/2010	9/9/2010	162 PAYMENT - THANK YOU!	(\$31.40)
9/9/2010	9/9/2010	400 FINANCE CHARGE CREDIT PAID	(\$26.20)

21095860

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9/9/2010	9/9/2010	404	INSURANCE PREMIUM PAID	(\$12.07)	
9/9/2010	9/9/2010	403	LATE CHARGE CREDIT PAID	(\$1.39)	
9/9/2010	9/9/2010	400	FINANCE CHARGE CREDIT PAID	(\$6.97)	
9/9/2010	9/9/2010	400	FINANCE CHARGE CREDIT PAID	(\$1.36)	
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	\$26.09	
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)	
11/7/2010	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	
11/12/2010	11/12/2010	300	BILLED FINANCE CHARGES	\$25.73	
11/12/2010	11/12/2010	306	INSURANCE PREMIUM ASSESSED	\$12.30	
11/12/2010	11/12/2010	300	BILLED FINANCE CHARGES	\$6.84	
11/21/2010	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	12/8/2010	404	INSURANCE PREMIUM PAID	(\$12.30)	

21095860

12/8/2010	12/8/2010	403 LATE CHARGE CREDIT PAID	(\$1.40)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$8 24)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$30 93)
12/8/2010	12/8/2010	162 PAYMENT - THANK YOU!	(\$20 83)
12/8/2010	12/8/2010	399 PRINCIPAL CREDIT PAID	(\$5 20)
12/8/2010	12/8/2010	403 LATE CHARGE 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 INSURANCE PREMIUM ASSESSED	\$13 03
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$2 71
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$24.82
12/12/2010	12/12/2010	300 BILLED FINANCE CHARGES	\$8 55
1/6/2011	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 PAYMENT - THANK YOU!	(\$30 58)
1/7/2011	1/7/2011	162 PAYMENT - THANK YOU!	(\$17 71)
1/7/2011	1/7/2011	404 INSURANCE 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 PRINCIPAL CREDIT PAID	(\$5 76)
1/7/2011	1/7/2011	162 PAYMENT - THANK YOU!	(\$11 71)
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$9.74
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$25.47
1/12/2011	1/12/2011	300 BILLED FINANCE CHARGES	\$3 55
1/12/2011	1/12/2011	306 INSURANCE PREMIUM ASSESSED	\$13 55
2/6/2011	2/6/2011	304 LATE CHARGE ASSESSMENT	\$35 00
2/9/2011	2/9/2011	399 PRINCIPAL CREDIT PAID	(\$5.08)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$30 55)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$22.75)
2/9/2011	2/9/2011	403 LATE CHARGE CREDIT PAID	(\$1 96)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$9 74)
2/9/2011	2/9/2011	162 PAYMENT - THANK YOU!	(\$11 70)
2/9/2011	2/9/2011	403 LATE CHARGE CREDIT PAID	(\$5 65)
2/9/2011	2/9/2011	404 INSURANCE PREMIUM PAID	(\$13 55)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$3 55)
2/9/2011	2/9/2011	400 FINANCE CHARGE CREDIT PAID	(\$25 47)
2/11/2011	2/11/2011	300 BILLED FINANCE CHARGES	\$9 71
2/11/2011	2/11/2011	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 INSURANCE PREMIUM ASSESSED	\$13.82

21095860

3/6/2011	3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 76)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$11.47)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$19 59)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$9 71)
3/6/2011	3/6/2011	403 LATE CHARGE CREDIT PAID	(\$1 33)
3/6/2011	3/6/2011	404 INSURANCE PREMIUM PAID	(\$13.82)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$4.44)
3/6/2011	3/6/2011	400 FINANCE CHARGE CREDIT PAID	(\$25 39)
3/6/2011	3/6/2011	162 PAYMENT - THANK YOU!	(\$29 94)
3/6/2011	3/6/2011	399 PRINCIPAL CREDIT PAID	(\$4.55)
3/11/2011	3/11/2011	300 BILLED FINANCE CHARGES	\$22 73
3/11/2011	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	6/12/2011	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	7/6/2011	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	10/12/2011	304 LATE CHARGE ASSESSMENT	\$35.00
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$10 22
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$24.44
10/12/2011	10/12/2011	300 BILLED FINANCE CHARGES	\$9 35

21095860

10/17/2011	10/17/2011	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
10/17/2011	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 CHARGE OFF	(\$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)
12/30/2011	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	12/30/2011	476 CO LATE CHARGE CREDIT OUT	(\$425.40)
12/30/2011	12/30/2011	314 AUTOMATIC FINAL CHARGE OFF	(\$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	\$1,775.99
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	\$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
11/16/2008	\$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	\$2,000.68

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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 59
4/6/2010	\$1,359 59
4/8/2010	\$1,307 59
4/12/2010	\$1,352.99
5/6/2010	\$1,391 99
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
10/12/2010	\$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
2/9/2011	\$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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Exhibit D

court on your billing address with a procedure for the Claim. Each party shall be initially responsible for payment of their own attorney fees, witness fees and similar expenses. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall be empowered to grant whatever relief would be available in court under applicable law. At the conclusion of the arbitration, the arbitrator may decide arbitration fees in accordance with applicable law, provided that such fees do not exceed the filing fees that would have been incurred if the claim had been brought in a state or federal court with jurisdiction over the claim. Where authorized by applicable law, the arbitrator's award may also include attorney fees, witness fees and similar expenses. At the request of any party, the arbitrator will provide a written explanation of the basis for the award and the disposition of each claim, including written findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The non-prevailing party may appeal under the rules of the applicable arbitration administrator to a three-arbitrator panel.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. This arbitration provision does not apply to any claim as to which the provisions of this arbitration agreement forbidding arbitration on a consolidated, class-action or representative basis are not permitted by applicable law. In any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision provided, however, that if any provision of this arbitration agreement forbidding arbitration on a consolidated, class-action or representative basis is deemed invalid or unenforceable with respect to a claim, then this arbitration provision shall, upon the election of either party, be mediated and unenforceable in its entirety with respect to that claim. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern.

YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO SETTLE THE CLAIM THROUGH ARBITRATION AND ARE WAIVING YOUR RIGHTS TO LITIGATE THAT CLAIM IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY AND ALSO BE UNAVAILABLE OR NOT BE HELD TO THE ARBITRATION. You may contact the arbitration administrator and obtain this arbitration rules or learn how to file a Claim with the AAA or JAMS as follows:

JAMS 1920 Main Street, Suite 300 Irvine, CA 92614 800 378 1219 www.jamsadr.com	American Arbitration Association 1833 Broadway, 16th Floor New York, NY 10019 (212) 778-7378 www.adr.org
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STATE SPECIFIC DISCLOSURES
As required by federal and Utah law you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice For California Residents: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligations, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are notified, you may apply for a separate account in your own name.

Notice For Ohio Residents: The Ohio laws govern discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Notice For Married Wisconsin Residents: No provision of a marital property agreement, a unilateral statement under Sec. 766.01 Wis. Stats., or a court decree under Sec. 766.20 adversely affects the interest of the creditor unless the creditor, prior to the time this credit is granted, is furnished a copy of the agreement, statement, or decree and has actual knowledge of the substance provision when the obligation to the creditor is incurred.

Billing Notice - Keep This Document for Future Use
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at:
Dell Preferred Account
Attn: Billing Inquiry Department
P.O. Box 11985
Austin, TX 78768-1195

In your letter, give us the following information:
• **Account information:** Your name and account number
• **Dollar amount:** The dollar amount of the suspected error
• **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake
You must contact us:
• Within 60 days after the error appeared on your statement.
• At least 3 business days before an estimated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
• We cannot try to collect the amount in question, or report you as delinquent on that amount.
• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
• If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
• If we are not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write us within 90 days telling us that you will refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell those organizations know when the matter has been settled between us.

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 if You Are Dissatisfied With Your Credit Card Purchase
If you are dissatisfied with the goods or services that you have purchased with your Dell Preferred Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:
1. The purchase must have been made at your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Dell Preferred Account for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. 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 in writing at:

Dell Preferred Account
Attn: Billing Inquiry Department
P.O. Box 11985
Austin, TX 78768-1195

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, here's what you have an amount and you do not pay, we may report you as delinquent.

IMPORTANT MESSAGE FOR NEW CUSTOMERS

Following is the **DELL PREFERRED ACCOUNT CREDIT AGREEMENT** that governs the Dell Preferred Account you requested. Please read it carefully. If you request the terms and conditions contained in the Agreement, you will have time to cancel your Account and avoid any interest charges and other credit costs.

If you wish to decline the terms and conditions contained in the Agreement, you must call 1-800-879-3500 within three days of receipt of the Agreement. You will need to provide the phone representative with your Dell Preferred Account number, your Dell ID# (hereafter "Dell") customer number and/or your order number(s). The phone representative will arrange with WebBank as that your Account will not become effective, and, if you made a purchase from Dell, either cancel your Dell order or arrange with you for another method of payment. If your order arrives at your home after you have canceled it and the shipment is left at your home without a signature, do not open the boxes. Call the Carrier and tell them that you are returning shipment. The Carrier will arrange with you to pick up the shipment and return it to Dell.

If you received your Dell order before you received this document, you can still decline this offer of credit by calling 1-800-879-3500 as described above.

If you do not contact us, your acceptance of any products you purchased constitutes use of the credit offered and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize Dell and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell.

DELL PREFERRED ACCOUNT CREDIT AGREEMENT

Offered by WebBank and serviced by Dell Financial Services
Notice: This Credit Agreement contains an arbitration provision. Under this arbitration provision, you may be required to settle any dispute with WebBank, Dell Financial Services and others through arbitration and not through a court proceeding. You should carefully read the arbitration provision of this Agreement.

Definitions. The word "Agreement" refers to your Dell Preferred Account Credit Agreement. In this Agreement, the words "you" and "your" mean the person who applied for this Dell Preferred Account. The words "we," "us," and "our" mean WebBank, who is the lender "Account" means your Dell Preferred Account, which will be governed by this Agreement. Dell Financial Services will service your Account for WebBank.

Use of Your Account. Your use of the open-end credit offered pursuant to this Agreement, or its use by anyone you authorize, shall constitute acceptance of the terms of this Agreement and the Arbitration provision contained in this Agreement. Your use of the Account also acknowledges that you are of legal age to enter into a binding agreement with us.

Billing Period. A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the Billing Period for that statement.

Payment. You promise to pay us for all purchases charged to your Account plus any interest charges and any other charges that may be assessed as provided in the Agreement. You promise to pay at least the Minimum Payment Due as shown on your billing statement each month by the Payment Due Date. We will advise you of your Payment Due Date each month on your billing statement. Your Payment Due Date will be the same day of the month for each monthly Billing Period and will be at least 22 days after the close of each Billing Period. Your Minimum Payment Due is the sum of all past due amounts plus the greater of \$20.00 or 3% of the New Balance shown on your billing statement, rounded up to the next dollar. At anytime we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of your balance at any time without penalty.

When Periodic Interest Charge Is Imposed. Interest Charges on purchases will occur from the shipment of the product until the date we receive payment in full of the balance on the account. However, if you pay in full the New Balance from your immediately preceding Billing Period by the Payment Due Date shown on the statement, or if that New Balance was zero, then: (i) if you pay the New Balance for the current Billing Period by the Payment Due Date shown, you will not be charged any interest charges on purchases during the current Billing Period, and (ii) if you make a payment by the Payment Due Date shown on the current statement that is less than the New Balance, that payment will be credited as of the first day of the current Billing Period.

Periodic Interest Charge. We impose the "Interest Charge" on your Account for any Billing Period by applying the Daily Periodic Rate to the Average Daily Balance of your Account (including new purchases) and multiplying the result by the number of days in the Billing Period. To determine your "Average Daily Balance," we calculate a new balance each day of the Billing Period for each separate credit plan in that year's Account. For each credit plan we do the following: We take the previous balance

each day which includes any billed, but unpaid interest charges, late payment fees and other fees, add any new purchases or charges, and subtract any payments or other credits. Then, we add up all the new balances for the Billing Period, and divide the total by the number of days in the Billing Period. This gives us the Average Daily Balance. The average daily balance calculation method is used for all promotional credit plans. Your average daily balance calculation method is used for all other promotional credit plans. Your average daily balance calculation method is used for all other promotional credit plans.

Penalty APR status. The Daily Periodic Rates and corresponding Annual Percentage Rates as a variable interest rate change over time. The Standard Corresponding Annual Percentage Rate (the APR) for purchases that initially applies to your Account is determined by adding a Margin to the index, which is described below. If your Account is 60 days past due, your Account may be placed into Default Rate Penalty APR status and the Penalty APR will be applied. When an Account is placed into Penalty APR status, all Promotional Credit Plans will automatically expire, and accrued interest charges on those plans will be added to your Account, and a higher corresponding Annual Percentage Rate (the "Default Corresponding Annual Percentage Rate") will be determined by adding a Default Margin to the index and will be applied to your Account until you make six (6) consecutive monthly minimum payments on time. If, after making six (6) consecutive monthly minimum payments on time, you have failed to repay all past due amounts and your Account is or becomes 90 days past due again, your Account may be placed back into Penalty APR status.

The APR for purchases and Default Daily Periodic Rates as determined by multiplying the APR for purchases and the Penalty APRs by 1/365th (1/365th) in a leap year.

The current corresponding APR for purchases, Daily Periodic Rates, Margins and any additional restrictions on how we determine Annual Percentage Rates appear in the Pricing Addendum that accompanies and is a part of this Agreement.

The Index in the Prime Rate published in the "Money Rates" table by The Wall Street Journal, the business day immediately preceding the first day of your billing cycle. Any change in the Index will cause the corresponding Annual Percentage Rate to be adjusted as of the first day of your Billing Period that begins after the change.

Promotional Credit Plans. In addition to purchases that occur during a Credit Plan, you may have one or more Promotional Credit Plans. These plans include: (a) a 0% promotional credit plan for purchases that occur during a promotional period; (b) a 0% promotional credit plan for purchases that occur during a promotional period; and (c) a 0% promotional credit plan for purchases that occur during a promotional period. We may offer promotional periods of different lengths that we will announce from time to time.

(a) No Interest Credit Plan. If you pay the full purchase price before the expiration date of the promotion, as indicated on your billing statement, and pay the Minimum Payment Due each Billing Period when due, no interest charges will be imposed on the purchase. If such payments are not made, interest charges from the date of shipment will be added to your Account after when you fail to make a payment during the promotional period or at the end of the promotional period. We may offer promotional periods of different lengths that we will announce from time to time.

(b) Promotional Rate Plan. We may offer Promotional Rate Plans with promotional periods of different lengths that we will announce from time to time for a specified number of days.

Credit Limit. Your "Credit Limit" on your Account will be shown on your billing statement. You are responsible for preventing the balance on your Account from exceeding the Credit Limit. You agree not to make any purchases that would make the unpaid balance on your Account exceed your Credit Limit. If you exceed your Credit Limit, we may require you to amend your credit card agreement. You agree to pay the balance on your Account on or before the date of the next billing cycle.

Changes. The following fees, when imposed, will be added to your balance. The following amounts are our current fee charges. We reserve the right to change the

fees and charges from time to time and, if we do so, we will give you any notice required by law. You may call Customer Service for a current fee schedule.

- **Late Payment Fee.** We will impose a Late Payment Fee if you do not pay the Minimum Payment Due in full by the Payment Due Date on your billing statement. The Late Payment Fee will be up to \$25.00 for the first late payment and up to \$35.00 for additional late payments within the next 90 billing cycles after any prior late payment but will not be more than the amount of your Minimum Payment Due immediately prior to that late payment.
- **Not Sufficient Funds (NSF) Fee.** We will impose a NSF Fee if your bank returns your check or payment instrument to us unpaid, or will not honor your direct debit, or we cannot recover such payment for any reason. The NSF Fee will be up to \$25.00 for the first NSF billing cycle after your prior returned payment but will not be more than the amount of your Minimum Payment Due immediately prior to that returned payment. You will incur the NSF Fee each time your payment is not honored by your bank upon subsequent presentation.
- **The \$2.00 minimum interest charge imposed on any billing statement for which a periodic interest charge is imposed as described in the paragraph entitled "Periodic Interest Charge." It will appear on your billing statement as "Minimum Interest Charge Fee."**
- **Mailbox/Postage Fees.** may not be required, including a charge for cost of billing statements that we are not required by law to furnish you without charge. The rates are: research time \$15.00 per hour and billing statements \$4.00 per copy.
- **An Expedited Payment Fee.** of up to \$15 per payment may be imposed for authorizing a customer service representative to process a one-time expedited payment through the use of Automated Clearing House (ACH) procedures or other electronic funds transfer from your checking account. This fee does not apply if you sign up for an automatic recurring payment plan where payments are deducted monthly from a designated account.

Form of Payment. All payments must be in U.S. Dollars, and be made by check, money order, electronic funds transfer or such other means as we may expressly permit. Do not send cash. Payments made via a credit card will not be accepted. Any payment made using a check or draft may not be processed or applied to your Account if it is postdated, incomplete (such as when a signature to encash the numeric amount is handwritten), or if it is not made payable to the named amount as stated in the instructions on your billing statement. All credits for payments on your Account are subject to final payment by the institution on which the sum of payment was drawn. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you submit as payment these electronic funds transfers (except for any reason (1) each period, you agree that we may refuse to accept subsequent payments by electronic funds transfer even if any of the checks were later accepted by your bank.

Generally, we will not accept any payment that is not drawn either on a financial institution located in the U.S. or the U.S. Post Office. If we do, we may charge you a bank collection fee. We may accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full," "without entry and/or cashed."

Please send payments to: Dell Financial Services, Payment Processing Center, PO Box 6600, Cedar Rapids, IA 52419-0600.

Application of Payments. We will apply payments to your Account consistent with applicable law. This means that we generally apply payments in respect of the Minimum Payment Due to balances with the higher APRs before balances with the lower APRs. Although we apply payments as of the date we receive them if they are paid in accordance with this Agreement and the restrictions on the billing statement, your available Credit Limit may not reflect credit for your payment for up to ten days after we receive your payment. In some circumstances, restoring your total available credit may be further delayed.

Default. Your Account will be in default if: (1) you exceed the Credit Limit in effect on your Account; (2) you fail to pay when due any amount owed under the Agreement; or (3) you make any misrepresentation to us in applying for credit. If you are in default, we may require you to pay the total outstanding balance on your Account immediately. We do not have to notify you or demand payment in order to take this action. As described below under Account Cancellation, we can cancel or suspend your right to charge additional purchases to your Account at any time.

Collection Costs and Attorney Fees. As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe under the Agreement to which are incurred by us in the event of your bankruptcy or insolvency.

Security Interest. To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial Code in the merchandise purchased under your Account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest. If you do not make a Minimum Payment Due on your Account by the Payment Due Date, we may possess any merchandise that has not been paid for in full to the extent permitted by law.

Account Cancellation. You may cancel your Account at any time by notifying us in writing. We may at any time and for any reason, without prior notice, refuse to continue any purchase on your Account, or suspend your Account and your right to use your Account. In addition, we may at any time and for any reason, without prior notice, cancel your Account. If we cancel your Account, we may require you to pay the full outstanding balance of your Account. No cancellation or suspension of your Account will affect your obligation to pay any amount you owe under the Agreement. You agree that you will not in any way participate in a class action or other representative action with respect to such claim.

Final Agreement. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.

Amendments to This Agreement. We may change or terminate the terms in this Agreement or the services or features of your Account (including increasing your interest charge) at any time as permitted by law. We may also add new terms to the Agreement or services and features to your Account. Any change in terms or any new terms may apply to any outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any changes in terms or any new terms and any right to opt-out of such changes by making a notice to us at your address as shown on our records.

Assignment of Account. You may sell or transfer your Account or any amounts owed on your Account to another person at any time without prior notice to you. If we assign your Account, this Agreement will be in effect and any successor will have our rights in this Agreement to the extent assigned. You shall not have any right to transfer your Account or assign this Agreement to anyone.

Telephone Monitoring. Your telephone communications with us may be monitored and recorded in accordance with applicable law, to improve customer service and security.

Change of Address. If you move or change your billing address or e-mail address, you agree to promptly notify us of your new address in writing or online at www.dell.com/financialservices.com.

Authorized Users. You may give another person authorization to use your Account. You are liable for all use of your Account, and you agree to pay all amounts incurred by the use of your Account, made by you or anyone to whom you have given authorization to use your Account.

Liability for Unauthorized Use. If you notice the loss or theft of your Dell Preferred Account or a possibly unauthorized use of your Dell Preferred Account, you should write to us immediately at:

Dell Financial Services, Attn: Security Department, PO Box 81565, Austin, TX 78708. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

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

Credit Investigation and Reporting. You agree that we may investigate your credit in connection with the initial collection, renewal or collection of your Account. You agree that we may examine employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account.

Delay in Taking Action. We will not lose any of our rights under the Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so we will not lose our rights under the Agreement.

Sovereignty. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

Applicable Law. The laws of the United States of America, including the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"), and the laws of the State of Utah apply to and govern the Agreement and your use of your Account.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE ISSUER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF RECEIVED BY THE DEBTOR. SUCH CLAIMS AND DEFENSES SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURE IS SIMPLE AND FASTER AND MORE LIMITED THAN LITIGATION. ARBITRATION CLAIMS MAY BE ARISE. ARBITRATION IS SUBJECT TO VERY LIMITED RESPECTIVE CLAIMS. CLAIMS ARE LIMITED TO THE EXTENT OF THE ARBITRATION PROCEDURE. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. EITHER PARTY PROMISES TO ARBITRATE A CLAIM. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE OR PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract, tort, intentional or otherwise, contribution, state, common law or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to the Agreement or the relationship which result from the Agreement, including the validity or enforceability of the arbitration clause, any part thereof or the entire Agreement ("Claim") shall be decided, upon the election of you or us, by binding arbitration pursuant to the arbitration procedures set forth in this Agreement and the procedures of the arbitration administrator, including any expedited procedures for consumer-related disputes, in effect at the time the Claim is filed. This party hereby irrevocably arbitrates all claims that either the American Arbitration Association ("AAA") or JAMS as the arbitration administrator, including the arbitration clause, is irrevocable and you have the right to select the arbitration method within 30 days after you receive notice of an election to arbitrate. If a selected arbitration administrator does not agree to arbitrate a Claim, the arbitration administrator shall be selected. Claims may be referred to an arbitrator other than the AAA or JAMS only upon the explicit written consent of all parties to the arbitration. We agree not to make our right to arbitrate any individual Claim you bring in arbitration subject to any class action brought by the Claim in pending only in that court. It is the intent of the parties to resolve Claims to be submitted to arbitration on an individual basis only. Claims subject to the arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or its authorized or claim laws. In a representative capacity on behalf of this general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.

For the purposes of this arbitration provision, the terms "we" and "us" shall mean Dell Bank and Dell Financial Services, L.L.C., their partners, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors, agents and any purveyor of the Account or any representative arising from the use of the Account, and each of their respective employees, directors and representatives. In addition to the purposes of the arbitration provision, "we" and "us" shall mean any third party providing any products or services to you or us in connection with the Account (including but not limited to any credit processor, debt collector, Account or any products or services provided to you or us in connection with the Account). For the purposes of the arbitration provision, the term "you" shall mean you and any person authorized by you to use the Account. The foregoing shall not in any way affect any other rights of law or equity of any other person under the arbitration provision.

Any arbitration pursuant to this provision may be resolved without a hearing. I, the undersigned, agree to use the arbitration administrator. If I elect to litigate, I agree that I will not be bound by the arbitration clause.

If you initiate arbitration you must pay the lesser of one-half of any required arbitration fees or \$25.00, unless the applicable rules of the arbitration administrator or the rules of the arbitration administrator provide for a lesser amount, and we will pay the remaining amount of such arbitration fees. Upon written request and advance notice of any arbitration fees required to pay for you and we will consider the advance of the full amount of such fees. We reserve the right to require you to pay the entire amount of the arbitration fees, including any required advance. Notwithstanding any provision of the arbitration provision or the rules and procedures of the arbitration administrator, we will be responsible for payment under any settlement of any arbitration proceeding that either party has consented to or agreed to, regardless of whether you would have incurred if your Claim had been brought in the state or federal

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

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 come 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

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
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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

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

I, Oliver James certify that on the 8th 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.

Oliver James
Copy Clerk

EXHIBIT D

This form is available from Target Information Management, Inc. (517) 337-1211

Original Court
1st copy - Applicant
Other copies - All appearing parties

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE 64A	DISMISSAL	CASE NO. 16-0874-GC
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Court address 101 W. Main St. Ionia, MI 48846 Court telephone no. 616-527-5321

Plaintiff name(s) and address(es)
Midland Funding LLC

Defendant name(s) and address(es)
Karen Witanen
835 Prospect St Apt C
Ionia, MI 48846

Plaintiff's attorney, bar no., address, and telephone no.
Weltman Weisberg & Reiss LPA
Christopher Best (P77875)
2155 Butler Field Dr Ste 200-S
Troy, MI 48064

Defendant's attorney, bar no., address, and telephone no.
B. Thomas Golden (P70822)
2186 W. Main St
PO Box 7
Lowell, MI 49331

NOTICE OF DISMISSAL BY PLAINTIFF

1. Plaintiff/Attorney for plaintiff files this notice of dismissal of this case with without prejudice as to:
 all defendants.
 the following defendant(s): _____

2. I certify, under penalty of contempt, that:
a. This notice is the first dismissal filed by the plaintiff based upon or including the same claim against the defendant.
b. All costs of filing and service have been paid.
c. **No answer or motion has been served upon the plaintiff by the defendant** as of the date of this notice.
d. A copy of this notice has been provided to the appearing defendant/attorney by mail personal service.

Date

Plaintiff/Attorney signature

STIPULATION TO DISMISS

I stipulate to the dismissal of this case with without prejudice as to:
 all parties.
 the following parties: _____

Date

Plaintiff/Attorney signature

Date

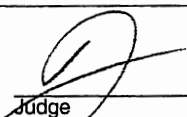
Defendant/Attorney signature

ORDER TO DISMISS

IT IS ORDERED this case is dismissed with without prejudice. Conditions, if any: _____

9-12-16

Date




Judge Bar no.

EXHIBIT E

STATE OF MICHIGAN 64A JUDICIAL DISTRICT	REGISTER OF ACTIONS	CASE NO: 16-0874-GC GC STATUS: CLSD
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Court Address 101 W. MAIN STREET IONIA MI 48846 Court Telephone (616) 527-5349
 JUDGE OF RECORD: VOET, RAYMOND P., P-40823

P01	PLAINTIFF MIDLAND FUNDING LLC//	(CLSD)	Attorney P-77875 BEST, CHRISTOPHER BRIAN, 2155 BUTTERFIELD DR STE 200-S TROY MI 48084 (248) 989-3089
D01	DEFENDANT WIITANEN/KAREN/ 	(CLSD)	P-70822 GOLDEN, B. THOMAS, 2186 W MAIN ST PO BOX 9 LOWELL MI 49331 (616) 897-2900

DATE	ACTIONS, JUDGMENTS, CASE NOTES	INITIALS
06/13/16 P01	SUMM & COMP FILED	BEST, CHRISTOPHE P-77875 AMF \$1,033.24
	DELL FINANCIAL SERVICES, LLC CUSTOMER ACCOUNT INFORMATION, FILED	AMF
	DELL PREFERRED ACCOUNT CREDIT AGREEMENT, FILED	AMF
	BILL OF SALE, FILED	AMF
	SCHEDULE 1 TO BILL OF SALE DATED JULY 28, 2015 FILED	AMF
	AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR (WEBBANK), FILED	AMF
	BILL OF SALE, FILED	AMF
	EXHIBIT A-1 TO BILL OF SALE, FILED	AMF
	CLOSING STATEMENT, FILED	AMF
	AFFIDAVIT OF SALE OF ACCOUNTS BY RESELLING CREDITOR (DELL FINANCIAL SERVICES, LLC), FILED	AMF
06/14/16	FILING FEE PAID \$55.00 RCPT # D255160 CHECK TENDERED 12495187 KAREN WIITANEN	AMF AMF AMF
06/15/16 D01 P01	SUMM & COMP ISSUED (DMS) SUMM & COMP MAILED (DMS)	AMF AMF
06/30/16 D01	SUMM & COMP PERSONALLY SERVED (PETTIT)	AMF \$37.62
07/22/16	COUNSEL APPEARANCE, DEPT'S ANSWER, JURY DEMAND AFFIRMATIVE AND/OR SPECIAL DEFENSES ACCEPTED BY FAX ON 7/22/16	AMF AMF AMF
07/25/16 D01 D01 D01 D01	APPEARANCE FILED ANSWER FILED AFFIRMATIVE FILED JURY DEMAND FILED	GOLDEN, B. THOMA P-70822 AMF AMF AMF AMF

MIDLAND FUNDING LLC// v WIITANEN/KAREN/ CASE NO: 16-0874-GC PAGE 2

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

MIDLAND FUNDING LLC// v WIITANEN/KAREN/

CASE NO: 16-0874-GC PAGE 3

<u>DATE</u>	<u>ACTIONS, JUDGMENTS, CASE NOTES</u>	<u>INITIALS</u>
	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: [Consumer Sues Over 'Illegal' Debt Collection Lawsuit](#)
