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6 Attorneys for Plaintiff  
7 PEGGY IRENE LEEDEMAN

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SANTA CLARA**

10 PEGGY IRENE LEEDEMAN, individually  
11 and on behalf of all others similarly situated,

12 Plaintiff,  
13 v.

14 MIDLAND CREDIT MANAGEMENT, INC.,  
15 a Kansas corporation; and DOES 1 through  
10, inclusive,

16 Defendants.

Case No. 19CV345554  
(Unlimited Civil Case)

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR STATUTORY  
DAMAGES**

California Civil Code §§ 1788.50-1788.64

17 Plaintiff, PEGGY IRENE LEEDEMAN, on behalf of herself and all others similarly  
18 situated, based on information and belief and investigation of counsel, except for those allegations  
19 which pertain to the named Plaintiff or her attorneys (which are alleged on personal knowledge), hereby  
20 makes the following allegations:

21 **INTRODUCTION**

22 1. This is a consumer class action brought pursuant to the California Fair Debt Buying  
23 Practices Act, California Civil Code §§ 1788.50-1788.64 (hereinafter “CFDBPA”) which prohibits debt  
24 buyers from engaging in abusive, deceptive, and unfair practices. Plaintiff, PEGGY IRENE  
25 LEEDEMAN, on behalf of herself and all persons similarly situated, seeks statutory damages against  
26 Defendants arising from their routine practice of sending initial written communications, like the one  
27  
28

1 sent to Plaintiff, which do not contain the notice required by the CFDBPA, California Civil Code §  
2 1788.52(d)(1). As a result, Defendants have engaged in unlawful acts in connection with their attempt  
3 to collect charged-off consumer debts from Plaintiff and the Class.

4 **JURISDICTION AND VENUE**

5 2. The California Superior Court has jurisdiction over this action pursuant to  
6 California Code of Civil Procedure § 410.10 and California Constitution Article VI, § 10, which grants  
7 the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.”  
8 The statute under which this action is brought does not grant jurisdiction to any other trial court in  
9 California.

10 3. This Court has jurisdiction over each Defendant named herein because, based on  
11 information and belief, each Defendant is a corporation or association authorized to do business in  
12 California and registered with the California Secretary of State, or does sufficient business, has  
13 sufficient minimum contacts in California, is a citizen of California, or otherwise intentionally avails  
14 itself of the California market through the promotion, sale, marketing and/or distribution of goods and  
15 services in California and thereby having such other contacts with California so as to render the  
16 exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play  
17 and substantial justice.

18 4. Venue is proper in the Santa Clara Superior Court, pursuant to California Code of  
19 Civil Procedure §§ 393 and 395.5, because one or more of the violations alleged in this Complaint arise  
20 in the County of Santa Clara. Venue is also proper in the Santa Clara Superior Court, pursuant to  
21 California Code of Civil Procedure § 395(b), because this action arises from an extension of credit  
22 intended primarily for personal, family, or household use and Plaintiff (the alleged borrower) resided in  
23 the County of Santa Clara at the commencement of this action.

5. The total amount in controversy as to Plaintiff and each member of the Proposed Class does not exceed seventy-four thousand, nine-hundred and ninety-nine dollars (\$74,999) each, exclusive of interest and costs. Plaintiff disclaims any compensatory damages, punitive damages, declaratory, injunctive, or equitable relief greater than (\$74,999) per individual Class member. Plaintiff and the Proposed Class limit their total class wide claims to less than four million, nine hundred and ninety-nine thousand, nine hundred and ninety-nine dollars (\$4,999,999.00).

6. Plaintiff and the proposed Class seek only statutory damages in this action and do not allege in this Class Action Complaint for Statutory Damages that they, or any of them, have suffered a concrete injury within the meaning of Article III of the United States Constitution and the Supreme Court's related interpretation.<sup>1</sup>

## PARTIES

7. Plaintiff, PEGGY IRENE LEEDEMAN (hereinafter "Plaintiff"), is a natural person residing in Santa Clara County, California. Plaintiff is a "debtor" as that term is defined by California Civil Code § 1788.2(h), as incorporated by California Civil Code § 1788.50(c) and a "senior citizen" as that term is defined by California Civil Code § 1761(f) and a "disabled person" as that term is defined by California Civil Code § 1761(g).

8. Defendant, MIDLAND CREDIT MANAGEMENT, INC. (hereinafter "MIDLAND"), is a Kansas corporation engaged in the business of purchasing and collecting charged-off consumer debts in this state with its principal place of business located at: 8875 Aero Drive, Suite 200, San Diego, California 92123. MIDLAND is regularly engaged in the business of purchasing charged-off consumer debts for collection purposes. MIDLAND is a "debt collector" as that term is defined by California Civil Code § 1788.2(c), as incorporated by California Civil Code § 1788.50(c), and a "debt buyer" as that term is defined by California Civil Code § 1788.50(a)(1).

<sup>1</sup> See, *Spokeo, Inc. v. Robins*, \_\_\_\_ U.S. \_\_\_, 136 S. Ct. 1540 (2016).

9. The true names and capacities, whether individual, corporate, associate, governmental, or otherwise, of Defendants, DOES 1 through 10, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names. When the true names and capacities of said Defendants have been ascertained, Plaintiff will amend this Complaint accordingly. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated herein as a DOE is responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and caused damages thereby to the Plaintiff, as hereinafter alleged. Defendant, DOES 1-10, are, and each of them is, a “debt collector” as that term is defined by California Civil Code § 1788.2(c), as incorporated by California Civil Code § 1788.50(c), and a “debt buyer” as that term is defined by California Civil Code § 1788.50(a)(1).

10. At all times herein mentioned, each of the Defendants was the agent, servant, employee and/or joint venturer of his/her/its Co-Defendants, and each of them, and at all said times, each Defendant was acting in the full course and scope of said agency, service, employment and/or joint venture. Any reference hereafter to "Defendants" without further qualification is meant by Plaintiff to refer to each Defendant, and all of them, named above.

11. Plaintiff is informed and believes, and thereon alleges that at all times herein mentioned, Defendants, DOES 1-10, inclusive, were and are individuals, corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and that said Defendants, and each of them, have regularly conducted business in the County of Santa Clara, State of California.

## FACTUAL ALLEGATIONS

12. On a date or dates unknown to Plaintiff, Plaintiff is alleged to have incurred a

1 financial obligation in the form of a consumer credit account issued by CAPITAL ONE BANK (USA),  
2 N.A. (hereinafter the “alleged debt”). Plaintiff generally denies that any debt is owed. The alleged debt  
3 to CAPITAL ONE BANK (USA), N.A., was primarily for personal, family, or household purposes and  
4 is therefore a “consumer debt” as that term is defined by California Civil Code § 1788.2(f), as  
5 incorporated by California Civil Code § 1788.50(c).  
6

7       13. Thereafter, on or about January 28, 2019, CAPITAL ONE BANK (USA), N.A.,  
8 removed the alleged debt from its books as an asset and treated the alleged debt as a loss or expense.  
9 As a result, the alleged debt was thereafter a “charged-off consumer debt” as that term is defined by  
10 California Civil Code § 1788.50(a)(2).  
11

12       14. Thereafter, on or about March 15, 2019, the alleged debt was sold by CAPITAL  
13 ONE BANK (USA), N.A., to MIDLAND for collection purposes.  
14

15       15. Because the alleged debt was sold or resold after January 1, 2014, MIDLAND’s  
16 collection of the alleged debt is subject to the California Fair Debt Buying Practices Act, California  
17 Civil Code §§ 1788.50-1788.64 (“CFDBPA”), pursuant to California Civil Code § 1788.50(d).  
18

19       16. Thereafter, on or about April 10, 2019, MIDLAND sent, or caused to be sent, a  
20 written communication to Plaintiff. This was the first written communication from MIDLAND to  
21 Plaintiff with regard to the alleged debt.  
22

23       17. A true and accurate copy of MIDLAND’s first written communication to Plaintiff  
24 is attached hereto, marked Exhibit “1,” and by this reference is incorporated herein.  
25

26       18. Included in the envelope with MIDLAND’s first written communication (Exhibit  
27 “1”) was an insert measuring 3 $\frac{3}{4}$ ” by 8 $\frac{1}{2}$ ” with printing on both sides.  
28

29       19. A true and accurate copy of the front and back of the insert provided with  
30 MIDLAND’s first written communication to Plaintiff is attached hereto, marked Exhibit “2,” and by  
31

this reference is incorporated herein.

20. MIDLAND's first written communication did not contain the notice required by the CFDBPA, California Civil Code § 1788.52(d)(1). Specifically, MIDLAND's first written communication (1) failed to provide the true name of the debt buyer, and (2) the required notice was printed in less than 12-point type.

21. Plaintiff is informed and believes, and thereon alleges that Defendants had actual knowledge that their conduct was directed towards a disabled senior citizen.

22. As a disabled senior citizen subjected to Defendants' abusive, deceptive, and unfair collection practices, Plaintiff is entitled to treble damages, pursuant to Cal. Civil Code § 3345.<sup>2</sup>

## DEFENDANTS' ROUTINE PRACTICES

23. It is the standard practice and policy of Defendants to send, or cause to be sent, initial collection communications in the form of Exhibits “1” and “2” which seek to collect charged-off consumer debts incurred for personal, family, or household purpose.

24. It is the standard practice and policy of Defendants to send initial collection communications in the form of Exhibits “1” and “2” which fail to contain the notice required by the CFDBPA, California Civil Code § 1788.52(d)(1).

## CLASS ALLEGATIONS

25. Plaintiff brings this action on behalf of a class of all other persons similarly situated.

26. Plaintiff tentatively defines the Class as (i) all persons with addresses in California (ii) to whom MIDLAND sent, or caused to be sent, an initial written communication in the form of Exhibits “1” and “2” (iii) in an attempt to collect a charged-off consumer debt originally owed to

<sup>2</sup> See, *Johnson v. CFS II, Inc.*, 2013 U.S. Dist. LEXIS 61017 (N.D. Cal. April 28, 2013) (Awarding treble damages under Cal. Civil Code § 3345 in an FDCPA case).

1 CAPITAL ONE BANK (USA), N.A., (iv) which was sold or resold to MIDLAND on or after January  
2 1, 2014, (v) which were not returned as undeliverable by the U.S. Post Office (vi) during the period one  
3 year prior to the date of filing this action through the date of class certification.

4           27. Excluded from the Class would be any officers, directors or legal representatives  
5 of Defendants, and any judge, justice, or judicial officer presiding over this matter and the members of  
6 their immediate families and judicial staff. Plaintiff reserves the right to modify the Class definition and  
7 Class period based on the results of discovery.

8           28. The Class is so numerous that joinder of all members is impractical. On  
9 information and belief, collection notices in the form of Exhibits “1” and “2” have been sent to  
10 hundreds of California class members.

11           29. Defendants have acted with respect to the Class, in a manner generally applicable  
12 to Plaintiff and each Class member. There is a well-defined community of interest in the questions of  
13 law and fact involved in this action, which affects all class members. Questions of law and fact  
14 common to the Class predominate over any questions peculiar to individual class members. The  
15 common questions include:

- 16           a. Whether Defendants are debt buyers; and
- 17           b. Whether Defendants sent Plaintiff and the Class initial written  
18 communication in the form of Exhibits “1” and “2”, which fail to contain the notice required by  
19 the CFDBPA, California Civil Code § 1788.52(d)(1).

20           30. There are no individual questions of law or fact, other than whether a class  
21 member was sent the offending collection communication, which can be determined by ministerial  
22 inspection of Defendants’ records.

23           31. Plaintiff will fairly and adequately represent and protect the interest of the Class

1 members. Plaintiff is committed to vigorously litigating this matter. Plaintiff has retained counsel  
2 experienced in handling class claims and litigation brought pursuant to various consumer protection  
3 statutes, including the California Fair Debt Buying Practices Act, California Civil Code §§ 1788.50-  
4 1788.64 (“CFDBPA”), the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692-1692p  
5 (“FDCPA”) and the California Rosenthal Fair Debt Collection Practices Act, California Civil Code §§  
6 1788-1788.33 (“RFDCPA”). Neither Plaintiff nor her counsel have any interests which might cause  
7 them not to vigorously pursue this claim. Plaintiff and her counsel will vigorously pursue this matter.  
8

9 32. Plaintiff’s claims are typical of the claims of the other members of the Class in  
10 that Plaintiff and other Class members were similarly harmed by the actions of Defendants and the  
11 claims alleged herein all arise from the same operative facts and are based on the same legal theories.  
12 Plaintiff is a member of the Class she seeks to represent and she has suffered harm due to the unfair,  
13 deceptive, and unlawful practices of Defendants.

15 33. Defendants have acted or refused to act, with respect to some or all issues  
16 presented in this Complaint, on grounds generally applicable to the Class, thereby making it appropriate  
17 to provide relief with respect to the Class as a whole.

19 34. A class action is a superior method for the fair and efficient adjudication of this  
20 controversy. Most of the Class members who received written communications in the form of Exhibit  
21 “1” have no knowledge that their rights are being violated by illegal collection practices. The interest of  
22 the Class members in individually controlling the prosecution of separate claims against Defendants is  
23 small because the maximum damages in an individual action are \$1,000, pursuant to California Civil  
24 Code § 1788.62(a)(2). Management of this class action is likely to present significantly fewer  
25 difficulties than those presented in many other class actions.

27 35. A class action is the best available method of the efficient adjudication of this  
28

litigation because individual litigation of Class members' claims would be impracticable and unduly burdensome to the courts, and have the potential to result in inconsistent or contradictory judgments. There are no unusual difficulties likely to be encountered in the management of this litigation as a class action. A class action presents fewer management problems and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

36. Certification of the Class under California Code of Civil Procedure § 382 is appropriate in that:

- a. The questions of law or fact common to the members of the Class predominate over any questions affecting only individual members; and
- b. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

37. Certification of the Class under California Code of Civil Procedure § 382 is also appropriate in that Defendants acted on grounds generally applicable to the Class, thereby making appropriate declaratory relief with respect to the Class as a whole.

38. Plaintiff and the Class are entitled to an award of attorney fees and costs against Defendants, pursuant to the CFDBPA, California Civil Code § 1788.62(c)(1).

## **FIRST CAUSE OF ACTION**

## CALIFORNIA FAIR DEBT BUYING PRACTICES ACT

39. Plaintiff brings the first cause of action against Defendants under the California Fair Debt Buying Practices Act (“CFDBPA”), California Civil Code §§ 1788.50-1788.64.

40. Plaintiff repeats, realleges, and incorporates by reference all preceding paragraphs as though fully set forth herein.

41. Plaintiff is a "debtor" as that term is defined by California Civil Code § 1788.2(h).

1 as incorporated by California Civil Code § 1788.50(c).

2           42. Defendant, MIDLAND, is a “debt collector” as that term is defined by California  
3 Civil Code § 1788.2(c), as incorporated by California Civil Code § 1788.50(c).

4           43. Defendant, MIDLAND, is a “debt buyer” as that term is defined by California  
5 Civil Code § 1788.50(a)(1).

6           44. The financial obligation alleged to be owed by Plaintiff to Defendants is a  
7 “consumer debt” as that term is defined by California Civil Code § 1788.2(f), as incorporated by  
8 California Civil Code § 1788.50(c).

9           45. The financial obligation alleged to be owed by Plaintiff to Defendants is a  
10 “charged-off consumer debt” as that term is defined by California Civil Code § 1788.50(a)(2).

11           46. Defendants’ first written communication to Plaintiff failed to include the notice  
12 required by the CFDBPA, California Civil Code § 1788.52(d)(1).

13           47. Defendants have engaged in a pattern and practice of violating the CFDBPA,  
14 California Civil Code § 1788.52(d)(1).

15           48. As a result of Defendants’ violations of the CFDBPA, Plaintiff is entitled to an  
16 award of statutory damages in an amount not less than one hundred dollars (\$100) nor greater than one  
17 thousand dollars (\$1,000) against each Defendant, pursuant to California Civil Code § 1788.62(a)(2).

18           49. As a result of Defendants’ pattern and practice of violating the CFDBPA, the  
19 Class is entitled to an award of statutory damages in an amount not to exceed the lesser of five hundred  
20 thousand dollars (\$500,000) or 1 percent of the net worth of each Defendant, pursuant to California  
21 Civil Code § 1788.62(b).

22           50. As a result of Defendants’ violations of the CFDBPA, Plaintiff is entitled to an  
23 award of reasonable attorney’s fees and costs, pursuant to California Civil Code § 1788.62(c).

## **REQUEST FOR RELIEF**

Plaintiff requests that this Court:

- a) Assume jurisdiction in this proceeding;
- b) Certify this case as a class action and appoint Plaintiff and Plaintiff's counsel to represent the Class.
- c) Find that Defendants violated the California Fair Debt Buying Practices Act, California Civil Code § 1788.52(d)(1);
- d) Award Plaintiff statutory damages in an amount not less than \$100 nor greater than \$1,000 against each Defendant, pursuant to California Civil Code § 1788.62(a)(2);
- e) Award the Class statutory damages in an amount not to exceed the lesser of five hundred thousand dollars (\$500,000) or 1 percent of the net worth of each Defendant, pursuant to California Civil Code § 1788.62(b);
- f) Enter an Order enjoining Defendants from continuing the practices at issue in this case, pursuant to California Civil Code § 3422;
- g) Award Plaintiff the costs of this action and reasonable attorney's fees, pursuant to California Civil Code § 1788.62(c);
- h) Award Plaintiff treble damages, pursuant to California Civil Code § 3345; and
- i) Award Plaintiff such other and further relief as may be just and proper.

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1 CONSUMER LAW CENTER, INC.  
2  
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4 Dated: February 25, 2021

5 By:   
6

7  Fred W. Schwinn (SBN 225575)  
8  Raeon R. Roulston (SBN 255622)  
9  Matthew C. Salmonsen (SBN 302854)

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17 Attorneys for Plaintiff  
18 PEGGY IRENE LEEDEMAN  
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# Welcome

Your account has a new home.



Midland  
Credit  
Management™

350 Camino De La Reina  
Suite 100  
San Diego, CA 92108

4/10/2019

Peggy I. Leedeman  
5481 Cribari Grn  
San Jose, CA 95135-1321

P7 T39 007



## Account Transfer Details

Original Creditor	CAPITAL ONE BANK (USA), N.A.
Original Account Number	xxxxxxxxxxxx4971
Current Servicer	Midland Credit Management, Inc.
MCM Account Number	301195821
Current Owner	Midland Credit Management, Inc.
Current Balance	\$4,140.17

Flexible payment options available

**877-452-7959**

### Account at a Glance

**Current Balance**  
\$4,140.17

**Flexible payment options available**

**Receive Personalized Service**

**Begin your path to your financial freedom TODAY!**

Reply by  
5/25/2019  
Call 877-452-7959  
Mon-Fri: 5am - 9pm PT  
Sat-Sun: 5am - 4:30pm PT

RE CAPITAL ONE BANK (USA), N.A.

Dear Peggy,

Welcome! On 3/22/2019, your account was sold to Midland Credit Management, Inc., which is now the sole owner of this debt. Midland Credit Management, Inc. ("MCM"), a debt collection company, will be collecting on and servicing your account.

To welcome you to MCM, we'd like to offer you an opportunity to resolve this account with no further letters or phone calls.

MCM is a different kind of debt collector. Here is what to expect:

- A dedicated Account Manager will be assigned to your account
- We will reach out to you by phone

**MCM, a partner you can trust.**

We value your experience and understand that managing debt can be a difficult process! That is why we set standards for how you are to be treated while working with us. Call **877-452-7959** to experience the difference for yourself.



Sincerely,  
Tim Bolin, Division Manager

**EXHIBIT**

**1**

We are not obligated to renew any offers provided.



**877-452-7959**



Midland Credit Management, Inc.  
PO Box 301030  
Los Angeles, CA 90030-1030

**PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION**

Check here if you provided updated contact information on the reverse side.

### Important Payment Information

**Make checks payable to:**

Midland Credit Management  
Enter your MCM Account # on all payments

MCM Account Number 301195821  
Current Balance \$4,140.17

Total Enclosed

\$

Peggy I. Leedeman  
5481 Cribari Grn  
San Jose, CA 95135-1321

**877-452-7959**

se habla español  
**877-684-0209**

002173084301195821004140170510190041401700029136704

## Important Disclosure Information

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

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

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

### Basic Information

Original Creditor	CAPITAL ONE BANK (USA), N.A.	Current Creditor	Midland Credit Management, Inc.
Original Account Number	xxxxxxxxxxxx4971	Current Servicer	Midland Credit Management, Inc.
Charge-Off Date	1/28/2019	Charge-Off Balance	\$4,140.17

### Important Contact Information

<b>Send Payments to:</b> Midland Credit Management, Inc. PO Box 301030 Los Angeles, CA 90030-1030	<b>Send disputes or an instrument tendered as full satisfaction of a debt to:</b> Attn: Consumer Support Services 320 E Big Beaver Rd. Suite 300 Troy, MI 48083 <b>You may also call: 877-452-7959</b>	<b>Physical Payments for Colorado Residents:</b> 80 Garden Center Suite 3 Broomfield, CO 80020 Phone (303) 920-4763
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The records associated with the CAPITAL ONE BANK (USA), N.A.. account purchased by Midland Credit Management, Inc., reflect that you are obligated on this account, which is in default. As the owner of this account, but subject to the rights described above, Midland Credit Management, Inc. is entitled to payment of this account. All communication regarding this account should be addressed to MCM and not the previous owner.

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

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

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

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

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

NMLS ID: 934164

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

Nonprofit credit counseling services may be available in the area.

**IF YOU LIVE IN COLORADO, THIS APPLIES TO YOU:**

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE

[WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease

communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

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

**IF YOU LIVE IN NORTH CAROLINA, THIS APPLIES TO YOU:** North Carolina Department of Insurance Permit #101659, #4182, #4250, #3777, #111895, #112039, #113170, #113236 and #112678. Midland Credit Management, Inc. 350 Camino De La Reina, Suite 100, San Diego, CA, 92108.

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

DVALA

By providing your telephone number below, you authorize MCM or its agents to contact you regarding your account at such number by any means, including calling, texting, using automated dialer systems and automatic telephone dialing systems, and using pre-recorded or artificial voice messages. By providing your e-mail address below, you agree to receive electronic mail communications from MCM or its agents regarding your account at such e-mail address and confirm that such e-mail address is not furnished or owned by your employer.

Street Address

City

State

ZIP

Email

Cell Phone

Work Phone

Home Phone

We are required under state law to notify consumers of the following rights. Please refer to all enclosed materials.

You may request records showing the following: (1) that Midland Funding LLC has the right to seek collection of the debt; (2) the debt balance, including an explanation of any interest charges and additional fees; (3) the date of default or the date of the last payment; (4) the name of the charge-off creditor and the account number associated with the debt; (5) the name and last known address of the debtor as it appeared in the charge-off creditor's or debt buyer's records prior to the sale of the debt, as appropriate; and (6) the names of all persons or entities that have purchased the debt. You may also request from us a copy of the contract or other document evidencing your agreement to the debt. A request for these records may be addressed to: 2365 Northside Drive, Suite 300, San Diego, CA 92108

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

*Para el español, por favor vea el reverso*

CA\_SB\_09.17

Estamos obligados por la ley estatal de notificar a los consumidores de los siguientes derechos. Por favor referirse a todos los documentos adjuntos.

Usted puede solicitar los registros que demuestren lo siguiente: (1) que Midland Funding LLC tiene el derecho de procurar cobrar la deuda; (2) el saldo de la deuda, incluyendo una explicación de cualquier cargo por intereses y cargos adicionales; (3) la fecha de la omisión por mora o la fecha del último pago; (4) el nombre del acreedor de la deuda incobrable y el número de cuenta asociada a la misma; (5) el nombre y última dirección conocida del deudor según aparece en los registros del acreedor de la deuda incobrable o del comprador de la misma antes de su venta, según corresponda; y (6) el nombre de todas las personas o entidades que han comprado la deuda. También puede solicitarnos una copia del contrato u otro documento que evidencie su acuerdo con respecto a la deuda. Una solicitud para estos registros puede ser dirigida a: 2365 Northside Drive, Suite 300, San Diego, CA 92108

La Ley Estatal de Prácticas Justas de Cobro de Deudas de Rosenthal y la Ley Federal de Prácticas Justas de Cobro de Deudas establecen que, salvo en circunstancias inusuales, los cobradores no pueden contactarse con usted antes de las 8 de la mañana o después de las 9 de la noche. Ellos no pueden molestarlo usando amenazas de violencia, de arresto o usando palabras obscenas. Los cobradores no pueden usar información falsa o engañoso, o contactarlo en su trabajo si ellos saben o podrían saber que usted no puede recibir llamadas personales en el trabajo. Generalmente, los cobradores no pueden hablar con nadie, aparte de su abogado o su cónyuge, sobre su deuda. Los cobradores pueden comunicarse con otra persona para confirmar su ubicación o ejecutar un fallo. Para obtener más información sobre las actividades de cobranza, puede comunicarse con la Comisión Federal de Comercio al 1-877-FTC-HELP o <http://www.ftc.gov>. Es posible que cuente con servicios de asesoramiento crediticio sin fines lucro en el área.

*For English, please see reverse side*

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ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: Fred W. Schwinn (SBN 225575) FIRM NAME: Consumer Law Center, Inc. STREET ADDRESS: 1435 Koll Circle, Suite 104 CITY: San Jose		STATE BAR NO: STATE: CA ZIP CODE: 95112-4610 TELEPHONE NO.: (408) 294-6100 FAX NO.: (408) 294-6190 E-MAIL ADDRESS: fred.schwinn@sjconsumerlaw.com ATTORNEY FOR (name): PEGGY IRENE LEEDEMAN	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown San Jose		CASE NUMBER: 19CV354554	
PLAINTIFF/PETITIONER: PEGGY IRENE LEEDEMAN		JUDICIAL OFFICER: Sunil R. Kulkarni	
DEFENDANT/RESPONDENT: MIDLAND CREDIT MANAGEMENT, INC.		DEPARTMENT: 1	
<b>PROOF OF ELECTRONIC SERVICE</b>			

1. I am at least 18 years old.
  - a. My residence or business address is (specify):  
1435 Koll Circle, Suite 104  
San Jose, CA 95112-4610
  - b. My electronic service address is (specify):  
fred.schwinn@sjconsumerlaw.com
2. I electronically served the following documents (exact titles):  
First Amended Class Action Complaint for Statutory Damages
 

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)
3. I electronically served the documents listed in 2 as follows:
  - a. Name of person served: Thomas F. Landers, Mei-Ying M. Imanaka  
On behalf of (name or names of parties represented, if person served is an attorney):  
MIDLAND CREDIT MANAGEMENT, INC.
  - b. Electronic service address of person served: tlanders@swsslaw.com, mimanaka@swsslaw.com
  - c. On (date): February 25, 2021

The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: February 25, 2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Fred W. Schwinn (SBN 225575)

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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