

Plaintiff's Appendix of Exhibits

00000 – 00124

**SEALED AND
IMPOUNDED**

FACTS IN DISPUTE

Referenced to the relevant paragraphs in Plaintiff's Memorandum in Opposition to Defendants' Motion for Summary Judgment

1. Plaintiff's disputes of both alleged debts the Defendants were attempting to collect were proper and timely under the law. (See ¶¶ 33, 44,
2. Plaintiff's disputes and subsequent allegations were within the statutes of limitation. (See ¶¶ 33, 63,
3. Plaintiff never received any direct communication of any kind from the Defendants prior to 2011. (See ¶¶ 11, 41, 42,
4. Defendants records produced in discovery were inconsistent, obviously altered or were created for the purpose of this litigation. (See ¶¶ 11, 35, 36,
5. Defendants violated the FDCPA by failing to validate after Plaintiff's multiple disputes and attempting to collect alleged debts by false and deceptive means. (See ¶¶ 38, 39, 63
6. Defendants violated the FCRA by obtaining Plaintiff's consumer credit report for an impermissible purpose. (See ¶¶ 47thru 52
7. Defendants violated the FCRA by failing to conduct a reasonable investigation after Plaintiff's multiple disputes with the three CRAs which resulted in continued and on-going violations. (See ¶¶ 55, 57, 58, 62, 64,
8. Defendants' actions relevant to the Plaintiff's Complaint were at all times willful. (See ¶¶60,
9. Plaintiff followed proper procedure under the law to resolve the disputes raised in her Complaint outside litigation. (See ¶¶ 45, 66
10. Defendants did NOT cease reporting the Midland account disputed by Plaintiff in 2011 in March of 2009 as they repeatedly claim. (See ¶¶18, 19,
11. Defendants telephone calls to Plaintiff after failing to respond to dispute were for the purpose of harassment. (See ¶¶ 37, 43,
12. Plaintiff's verbal dispute made on December 27, 2011 was valid and proper under the law. (See ¶¶ 37, 38, 44
13. Defendants at all times relevant to this case furnished false information to the major CRAs. (See ¶¶ 39, 42

AFFIDAVIT

NOW COMES the Affiant, Teri Lynn Hinkle of Eastman, Georgia who is over the age of 21 years, competent to testify and declares as follows under penalty of perjury regarding Case No. 3:13-CV-00033; *Teri Lynn Hinkle v Midland Credit Management Inc., et al.*:

1. That Affiant had never heard of Midland Credit Management Inc., Midland Funding LLC or Encore Capital Group until she discovered references to them in her consumer credit reports from the three major credit reporting agencies, Equifax, Experian and TransUnion in May of 2011.
2. That Affiant discovered an alleged account not belonging to her, Midland account #852871****, being reported by Midland Credit Management Inc., (MCM), in all of the credit reports she obtained in May of 2011. (*See Doc. 58 Ex. 10a-q*)
3. That Affiant had never seen any of her credit reports prior to May of 2011 and was fully unaware of any information that might have been contained in them prior to that date.
4. That Affiant personally sent a formal letter of dispute on September 6, 2011 with sufficient postage affixed, via USPS Certified Mail to the three credit reporting agencies, Trans Union, Equifax and Experian (CRAs), disputing the single alleged account that MCM had placed in her credit reports. (*See PlainApp. at 00046-48*)
5. That Affiant personally sent via USPS Certified Mail with sufficient postage affixed, a demand for VALIDATION of the alleged account she discovered in her credit reports to defendant Midland Credit Management Inc. on October 20, 2011. (*See PlainApp. at 00042-45*)
6. That Affiant never personally received ANY direct communications of ANY type from the Midland Defendants prior to a phone call placed to her home by MCM on December

27, 2011 at 6:40 pm EST from 800-825-8131 with “Unknown” showing in the caller ID of Affiant’s phone. (See PlainApp. at 00036)

7. That Affiant answered the call from MCM on December 27, 2012 and the caller stated the call was an attempt to collect a debt. Affiant then told the caller she had no debt with their company, would not pay them, that the call was in violation of the law and she would sue if they did not cease calling her. Affiant did not use the terms “fraud” or “identity theft” in her communication with the Midland representative. Affiant made note of the date and time of the call immediately after hanging up. MCM made additional calls to the Affiant’s home phone number in Georgia.
8. That on or about December 29, 2011 Affiant received a dunning letter from MCM for a different alleged account than she had previously disputed. The alleged account, a T-Mobile account, Midland account #854430****, did not belong to the Affiant, and had not been present in her credit reports obtained in May of that year.
9. That Affiant perceived the letter from MCM to have been in error because it was not in regard to the alleged account she had disputed with the company nor had their representative identified a specific alleged debt over the telephone in their conversation.
10. That Affiant obtained her credit reports a second time in June of 2012 and discovered that MCM was still reporting the alleged account disputed in September of 2011, Midland account #852871**** and Midland Funding LLC was reporting an alleged T-Mobile account, Midland account #8544430**** on the various reports.
11. That Affiant sent a second formal dispute on July 13, 2012 to the all of the CRAs disputing both alleged accounts the Midland Entities were reporting. (See PlainApp. at 00049-52)

12. That Affiant sent a second letter demanding validation on July 27, 2012 on **any** alleged account, with sufficient postage affixed by USPS Certified mail to the Midland Entities.
(See PlainApp. at 00011-15)
13. That Affiant to date has never received a response to her multiple disputes of Midland account #852871****.
14. That Affiant conducted an internet google search on the Midland Entities and discovered numerous complaint sites containing posts by people stating they had been harassed by them regarding bogus T-Mobile accounts. (See PlainApp. at 00039-41)
15. That Affiant having reached no resolution of her disputes sent a letter of intent to sue with sufficient postage affixed by USPS Certified mail on July 27, 2012 to the Midland entities at the address shown in her credit reports. (See PlainApp. at 00034-35)
16. That Affiant has never received validation for either alleged account being reported on her credit reports by Midland Credit Management and Midland Funding, LLC.
17. That the telephone numbers listed for the Affiant in the Midland records produced in discovery were both landlines and not cell phones.
18. That Affiant's telephone number 734-379-4368 had no telephone attached to it as it was simply a landline installed for the purpose of obtaining DSL service from AT&T.
19. That Affiant's telephone number 734-379-0753 was a Voice Over Internet Protocol (VOIP) account with VONAGE and used as her only home landline telephone and was not a cell phone.
20. That at no time did Affiant have voicemail, answering machine, or any other message service for either telephone number.

21. That Affiant still does not use voicemail or any other type of messaging service on her telephone.
22. That during the month of December 2008 Affiant was not in Michigan but instead was in Georgia.
23. That Affiant has never given Midland Credit Management, Midland Funding, LLC or Encore Capital Group permission to call her or to obtain her credit reports.
24. That Affiant has never applied for credit, insurance or any other type of account with Midland Credit Management Inc., Midland Funding, LLC or Encore Capital Group nor has she received any loans, credit or insurance from them.
25. That the only cell phone Affiant owned during the relevant time to this lawsuit was a Virgin Mobile phone which she discontinued using after a few months and does not remember the number associated with it.
26. That Affiant did not demand payment of \$18,000.00 from the Midland Defendants in her Letter of Intent to Sue and Demand for Validation sent to them on July 26, 2012. Affiant simply stated the amount of statutory damages the suit would involve at that point in time but stated she was and would remain willing to negotiate a resolution without litigation.(See PlainApp. at 00034-35)
27. That all relevant evidentiary documents to this Affidavit are attached as Plaintiff's Appendix.

NOTARY'S VERIFICATION

STATE OF GEORGIA

COUNTY OF DODGE

On this day personally came before me the above-named Affiant, who proved her identity to my satisfaction, and she acknowledged her signature on this Affidavit in my presence and stated that she did so fully understanding that she was subject to the penalties of perjury.

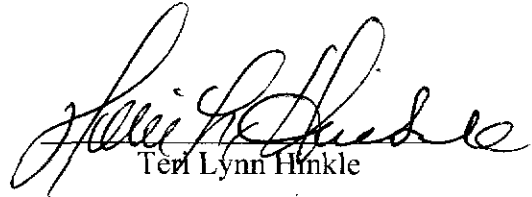
AFFIRMATION

I hereby affirm that I prepared and have read this Affidavit and that I believe the foregoing statements in this Affidavit to be true and correct. I hereby further affirm that the basis of these beliefs is my own direct knowledge of the statements described herein.

Further the Affiant sayeth naught.

Signed in Eastman, Georgia

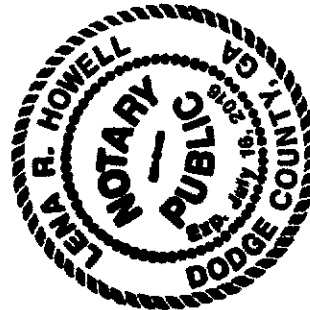
September 2 2014


Teri Lynn Hinkle

Name of Notary: Lena R. Howell

Signature of Notary: 

Seal



EVIDENTIARY DISCREPANCIES

(Based on documents provided by Defendants in the discovery process in Case No. 3:13-CV-00033, Hinkle v. Midland et al)

The Plaintiff filed three Motions to Compel to obtain the Defendants' internal records and relevant documents Bates Labeled Midland-Hinkle 000001 thru 000224:

- a. First responses to Requests for Production - 000001-000106;
 - b. Amended responses are labeled 000107-000125;
 - c. Amended responses comprised of the Accounts Purchase Agreements 80 and 90 percent redacted, which were produced by order of this Court (*See* Doc. 76) - 000126-000164;
 - d. Amended Accounts Purchase Agreements - 000165-000203
 - e. Responses to 2nd and 3rd requests - 000204-000218;
 - f. Final amended response after order of this Court, (*See* Doc.87), are labeled 000219 – 000224.
1. **Records 000048,49,50** show a balance owed of **ZERO**. Records 000118,000121 (the same document) shows a balance of \$300.80 which is the **EXACT** balance shown on records 000031,32,37,38 and 000112,115 for the **OTHER** alleged account. (*See* PlainApp. at 00016-31)
 2. **Record 000048** shows 5 reporting dates starting 11/17/2008, ending 03/16/2009. Record 000118 (the same doc.) shows no update of reporting dates yet as is shown in Plaintiff's credit reports if the record had been "updated" it would show at least 26 entries as of the date of the filing of this action keeping in mind that the records do not reflect which of the three CRAs the reports were made to or if it was to one or all three. (*See* Doc. 58 Ex.10a-q and PlainApp. at 00016-00031)
 3. **Halfway down the page of Record 000054** after all entry dates are entered sequentially as they should be if the record is part of a regularly updated file, the dates suddenly jump from 10/12/2008 to 10/20/2008 and then **BACK** to 10/14/2008. All entry dates continue sequentially after that. It would appear that the entry date of 10/20/2008 was "**inserted**" into the record at a later time and was not a record created at the time of the occurrence and therefore does not

qualify as a regularly maintained business record. Instead it would indicate fabrication of records for the purpose of litigation. (See PlainApp. at 00016-31)

4. **Records 000107, 000109 and 000110** were produced after Plaintiff's first Motion to Compel and after the Defendants stated there were no more documents relevant to the Plaintiff's requests. These are letters Plaintiff already possessed however this action demonstrates a lack of credibility in the Defendants' statements made both to the Plaintiff and to the Court.
5. **Records 000219 and 000221** show balances owed which do not match other documents with balances shown for the same alleged account. (See PlainApp. at 00016-31) Record 000221 was not produced until the last possible moment after Plaintiff's challenge on the validity of previous documents and her third Request for production of them and is one the Defendants insisted multiple times they did not have.
6. **Records 000121 and 000219**; Plaintiff was told by counsel for Defendants they did not have the two letters shown in 000121 supposedly sent in 2008 and were not required to keep copies yet suddenly when needed for purposes of defense the first one materializes but the second doesn't. **Records 000050 and 000121** Reveals a letter supposedly sent but not produced. Defendants claim that after sending the settlement letter dated October 1, 2008, that they received a payment from somebody 12 days later and then sent another letter..... **Record 000219** which was never produced. Both records should have been included in the first or second responses if they did in fact exist at that time. (See PlainApp. at 00016-31)
7. **Records 000049, 000219,000221** show that the Defendants had applied interest and fees which they would not be legally entitled to collect without authorization set forth in the original account agreement(s) which they admittedly do not and never have had nor were there any attempts in evidence to procure such documents from an original source. This is but one detail of inaccuracy in the information furnished to the CRAs before and after disputes by the Plaintiff. (See 15 U.S.C. § 1692f and PlainApp. at 00016-31)
8. **Record 000034 shows 7** telephone calls placed to Plaintiff's old land line after she stopped taking the Defendants' calls to her current land line. It is not within the realm of reasonableness to assume the Defendants intended to call anyone other than the Plaintiff at that number.

9. **Record 000035**, on 12/20/2011 in an entry near bottom of the page... "Please do not make exceptions to the recommended/discount settlement strategy. This account has been selected as part of a Marketing/Operations test" (No change to that directive was ever entered into the record.) Also in that record is an entry which states that the Plaintiff claimed fraud which is untrue. (*See* Affidavit, PlainApp. At 00002 ¶7)
10. **Record 000035**, shows the first call Plaintiff answered from MCM with the wrong date 12/28/2008 at 06:53:47 and a notation of "Fraud/ID Theft – Consumer Claims Fraud. The call did NOT take place on the 28th but did occur on the 27th of December at exactly 6:40 pm EST. and Plaintiff made **NO CLAIMS** of fraud or identity theft but did state emphatically she had no accounts with them, she would not pay them and instructed them to cease calling her and stated that she would sue if they didn't. (*See* Affidavit, PlainApp. At 00002 ¶7)
11. **Record 000032**, entry on 4/30/2013 – "RCVD Response from Compliance, this account has been notated and added, outside validation with NO MEDIA IN HOUSE" ... Entry on same date in same doc..."CR INFO NOT ABLE TO INVESTIGATE (*See* PlainApp. at 00016-31)

FALSE INFORMATION IN RECORDS

12. **Bates Record 000035** shows Plaintiff's telephone conversation with MCM representative to be Dec. 28, 2011. The conversation took place on Dec. 27, 2011 as Plaintiff made note of the time and date of the call immediately after hanging up. (*See* PlainApp. at 00028)
13. **Contradictory and false information** in the "on going" record is contained in Record 000047 with the following entries:
 - g. "HIGH AND DRY 7343794368" on 12/15/2008 followed by;
 - h. "OT* LEFT MESSAGE 7343794368"

Since there was no telephone connected to the line that number would have reached and the Plaintiff had no answering machine or voice mail connected to it either, the claim of having left a message is outside the realm of possibility. (*See* PlainApp., at 00003 Affidavit ¶¶18-20) Later entries in the record indicate the truth of the matter. On Record 000054 on 8 separate dates showing calls made to the same number the entry shows, "**NO DIAL TONE**".

EXHIBIT C

BILL OF SALE

AIS Services, LLC, ("Seller"), for value received and pursuant to the terms and conditions of Accounts Purchase Agreement ("Agreement") dated as of September 24, 2008 between Seller and Midland Funding LLC ("Buyer"), does hereby sell, assign and convey to Buyer, its successor and assigns, all right title and interest of Seller in and to those Accounts described in the Agreement and listed on Exhibit "A" attached thereto, without recourse and without representations of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement. For the purpose of this Bill of Sale the Sale File date shall be September 22, 2008.

EXECUTED this 24 day of September, 2008

AIS Services, LLC

By: 

Name: Dean Kavanagh

Title: Vice President

EXHIBIT A

ASSIGNMENT AND BILL OF SALE

Debt Recovery Solutions LLC ("Seller") and Midland Funding, LLC ("Purchaser") have entered into an Account Purchase Agreement dated December 6, 2011 ("Agreement"), for the sale by Seller to Purchaser of the Purchased Accounts described in the Account Schedule delivered by Seller to Purchaser on the Closing Date for this Bill of Sale pursuant to the provisions of the Agreement. Such Purchased Accounts were purchased by Purchaser on December 6, 2011. To the extent not otherwise defined herein, all capitalized terms appearing in this Bill of Sale shall have the meanings defined for such terms in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all rights, title and interests in and to each and every one of the Purchased Accounts described in the Account Schedule.

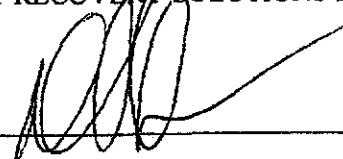
To the best of Seller's knowledge and belief, all of the information contained in the Accounts Schedule and Seller's Accounts Information, is and shall be true, complete, accurate and not misleading in any material respect. Further, all of the information contained in Seller's Accounts Information (a) 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 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 OR WARRANTIES EXCEPT AS STATED AND PROVIDED FOR IN THE AGREEMENT.

IN WITNESS WHEREOF, Seller and Purchaser have signed, and Seller has delivered this Bill of Sale to Purchaser, effective as of December 6, 2011.

DEBT RECOVERY SOLUTIONS LLC

MIDLAND FUNDING LLC

By: 

By: 

Print Name: Donald Schwartz

Print Name: J. Brandon Black

Print Title: Manager

Print Title: J. Brandon Black
President

Approved by Legal

**NOTICE AND DEMAND
TO VALIDATE DEBT CLAIM**

MCM/MIDLAND FUNDING LLC.
ATTENTION CONSUMER SUPPORT SERVICES
P.O. BOX 939069
SAN DIEGO, CALIF. 92193

Sent by USPS Certified Mail # 70112970000056529448

RE: ANY ALLEGED ACCOUNT WITH Teri Lynn Hinkle, of 322 Bethel Street, Eastman,
Georgia 31023

This letter is not a refusal to pay, but a notice sent pursuant to the Fair
Credit Reporting Act **15 U.S.C. §1681**, that your claim is disputed and
validation is requested.

***** SILENCE IS ACQUIESCENCE *****

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

NOTICE AND DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF
PURPORTED DEBT

Pursuant to the truth in lending laws of the United States Code, Title 15 § 1601 et. seq. and/or
and the Fair Debt Collection Practices Act laws of the United States Code § 1692 et. Seq.
This notice constitutes a timely written response to your notice via communication to Experian
Credit Reporting Agency that you are attempting to collect an alleged debt and is not a dishonor
of your alleged claim of debt.

This notice is my, required by law, demand to "cease and desist" collection activities of any type
prior to validation of purported debt and you must validate the enclosed claim of an alleged
debt. Failure to completely answer each and every question, thus constituting partial answers,
will be construed to be, no answer. You must provide verification that an actual debt really
exists by producing the following:

- (1) The name and address of the organization alleging a claim of a debt;

1

On the 26th day of July 2012 Teri Lynn Hinkle of Eastman, Georgia sent this four page document to:
MCM/MIDLAND FUNDING LLC, P.O. Box 939069, San Diego, California 92193

PlainApp. 00011

MIDLAND-HINKLE-000026

- (2) The name and address of the person or persons in that organization alleging a claim of a debt;
- (3) The name of the actual creditor even if that is myself;
- (4) The origin of the funds used to create this alleged claim of a debt
- (5) The actual records of the organization showing the time and place of the deposit and distribution of the funds used to create this alleged claim of debt.
- (6) The actual records of the organization showing that an actual loan was made from the organization's own funds that resulted in the enclosed alleged claim of a debt.
- (7) The actual records of the organization with a live signature on any and all document/instrument(s) used to allege the existence of a real loan of funds or debt from the organization to myself or anyone else by a similar name.
- (8) BE ADVISED that verification is defined (Black's Law Dictionary, 6th Edition) as follows: "Confirmation of correctness, truth, or authenticity, by affidavit, oath or deposition". Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.
- (9) The actual records of the organization showing that an honest disclosure of facts relating to the alleged loan was made by the organization in compliance with the truth in lending laws of the United States Code, Title 15 § 1601 et. seq. and Regulation Z.
- (10) The actual records of the organization showing that any and all document/instrument(s) containing my signature or the likeness of my signature were not negotiated or pledged by the organization against my credit to create the funds used for the appearance of a debt and resulting in this alleged claim of debt.
- (11) The person that prepares and swears to the validation of debt must describe: 1) your job description on a daily basis; 2) if you are the regular keeper of those books and records and are familiar with how they are kept and their contents; 3) how long have you been in your position; 4) when did you first come in contact with the alleged account/debt; 5) how frequently do you work with the files and information they are presenting to verify/validate the alleged debt; 6) are you the person/employee who regularly works with the alleged account/debt; and 7) do you have personal knowledge about the alleged debt and/or any alleged account.
- (12) What are the terms of assignment for this account? Attach a facsimile of any records relating to such terms.
- (13) Have any insurance claims been made by any creditor or assignee regarding this account?
- (14) Has the purported balanced of this account been used in any tax deduction claim?

TAKE NOTICE: The person that prepares and swears to the validation of debt must also be the same person who will be available to answer interrogatories and be available for depositions.

15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt," includes the false representation of the character or legal status of any debt and further makes a threat to take any action that cannot legally be taken is deceptive practice.

Pursuant to 15 U.S.C. § 1692 (g) (4) Validation of Debts, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you provide such verification/validation and supporting evidence signed and certified under penalty of perjury to substantiate your claim. . **Until the requirements of the Fair Debt Collection Practices Act have been complied with and your claim is verified/validated, you have no consent to continue any collection activities.**

This is a constructive notice that, absent the validation of your claim within 30 days, you must "cease and desist" any and all collection activity and are prohibited from contacting me through the mail, by telephone, in person, at my home, or at my work. You are further prohibited from contacting any other third party. Each and every attempted contact, in violation of this act, will constitute harassment and defamation of character and will subject your agency and/or attorney and any and all agents in his/her individual capacities, who take part in such harassment, and defamation, to a liability for actual damages, as well as statutory damages of up to \$1,000 for each and every violation, and a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed purported debt.

FURTHERMORE, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 (g) (8), as you are merely an "agency" acting on someone else's behalf, this is a demand that you provide the name of the original "principal", or "holder in due course", for whom you are attempting to collect this alleged debt.

PLEASE TAKE NOTICE that this is a criminal investigation of the business practices of the above named organization, its agents, officers, employees and attorney to determine violations of the United States criminal laws. Your enclosed claim of collection of a purported debt appears to be founded upon a false record in violation of U.S.C. Title 18 § 2071 and 2073 (falsifying records) and further; uttering and possessing false obligations and counterfeit securities based upon the falsified records in violation of U.S.C. Title 18 § 471, 472, 473 and/or 513, and further: using corrupt business practices to make and possess false records and claim of obligation, not substantiated by truthful facts in violation of the Federal Racketeer Influences and Corrupt Organization (RICO), U.S.C. Title 18 § 1961 et. seq. and further: using the U.S. Mail to present such fraud and false instruments amounting to Mail Fraud, criminal conduct falling under Title 18 U.S.C. § 1341 – Frauds and Swindles laws, and further sending mail with false and fictitious names, a criminal conduct falling under Title 18 U.S.C. § 1842 – Fictitious Names.

TAKE NOTICE

Debt Collector's failure in providing Respondent with the requisite verification, validating the above referenced alleged debt within the requirements of law as codified in the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:

3

*On the 26th day of July 2012 Teri Lynn Hinkle of Eastman, Georgia sent this four page document to:
MIDLAND FUNDING LLC, P.O. Box 939069, San Diego, California 92193*

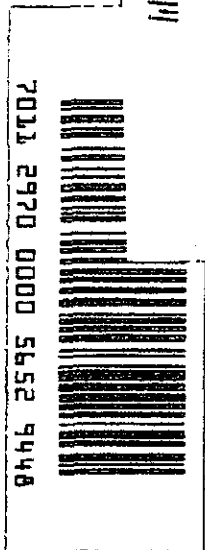
PlainApp. 00015

MIDLAND-HINKLE-000028

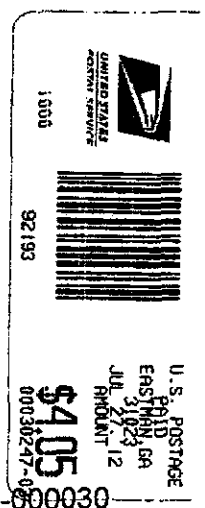
- a. Debt Collector has no lawful, bona fide, verified claim, re the above-referenced alleged account;
- b. Debt Collector waives any and all claims against Respondent and
- c. Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts, re the above-referenced alleged account.
- d. Failure of Debt Collector to properly and legally verify/validate alleged debt as required in this notice is a self executing irrevocable power of attorney authorizing Respondent/Alleged Debtor named herein to direct the permanent removal, on behalf of the alleged Creditor, of any and all references to said account in any and all credit reporting agency files of any type.

This response will constitute my effort to resolve this on-going debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. *"No civil or criminal cause of action can arise lest, out of fraud, and there be a valid, honest contract."* See Eads v. Marks 249 P. 2d 257, 260.

HINKLE
322 BERNARD ST.
Eastman, Georgia
31023



MCM/MIDLAND Funding LLC
ATTN: Consumer Support Services
P.O. Box 939069
San Diego, California
92193



MIDLAND-HINKLE-000030

PlainApp. 00015



Customer Additional Data

Issuer Information

Purch. from APPLIED INCOME SCIENCES on 09/24/08, purch.bal.= \$ 357.56 .

Original Account #:	[REDACTED]	Account Open Date:	04/10/2005	Issuer Last Payment Amount:	.00
Original Lender:	GE/ MEIJER	Issuer Last Payment Date:	12/13/2005	Issuer Interest Rate:	.0000%
Product Type:	Credit Card	Charge Off Date:	08/07/2006	Interest Status:	
Affinity		Charge Off Balance:	.00		
Desc 1:			GE MONEY		
Desc 2:					
Desc 3:					

Balance Information

TOTAL DUE NOW:	.00
Int + Fees:	.00
Unpaid Balance:	.00
MCM Interest Rate:	5.000%
Interest Method:	Interest accrued from charge-off date
Interest Paid Through:	12/21/2008

Payment Information

MCM Last Payment:	.00
Last Payment Received:	10/13/2008
First Due:	
Next Due:	
Monthly Day Due:	0
Down Payment:	.00
Monthly Payment:	.00
Settlement Amount:	.00

General Information

Date of Occurrence:	01/12/2006
State Statute Expiration Date:	10/13/2014
Days Left in Statute:	1055
Last Worked Date:	05/01/2013 by HCB
Site:	SAN DIEGO
Deceased Date:	
Investor:	1597
Open/Closed:	0
Days Delinquent:	0
Payments Delinquent:	0
Times Delinquent:	

PlainApp. 00016

MIDLAND-HINKLE-000044

Collection Detail for account # 8528711764

GA Local: 08:50 AM (E)

No Value Account

023-OK TO WORK-DISPUTE OUTSIDE VAL
PER

026-VERBAL/WRTTEN CEASE-DESIST/REFUSE

<u>Payment Plan</u>	<u>Update Address</u>	<u>Verify Employer</u>	<u>Update Phone</u>	<u>Additional Data</u>
Terri Hinkle		GE/ MEIJER - [REDACTED]		Inv#: 1597 K Port#: 797
	Best#:	Last Wk:	05/01/2013	Purch Bal: \$357.56
	Home:	Int Rate:	5.00%	Int+Fees: \$40.55
	Work:	Last Pd:	10/13/2008	Total Paid: \$398.11
	Last Ltr:	12/24/2008	Last Pd\$:	\$237.49
	Ltr Dis%:	0.00%	Ltr Exp:	Balance: \$0.00
Dte Birth:	SIF Amt:	\$0.00	Dte C/O:	08/07/2006 SOL Exp: 10/13/2014
CC: D5R Name: ANDREW ASCH		Site: SD Ext: X31244		Team: C954

Comments	Status	CC	By	Followup	Amount	Entered	Time
LAWSUIT FILED AGAINST MCM, ET AL. ON 4/30/13 IN USDC SOUTHERN DIST OF GA DUBLIN DIV. CASE NO. 3:13-CV-00033-DHB-WLB	COMM	D5R	HC	05/01/2013	0.00	05/01/2013	15:16:53
Account assigned from BU8 to D5R by MASHIRO	TRNF	D5R	HC		0.00	05/01/2013	15:16:15
Account assigned from STL to BU8 by CROBIN2	TRNF	BU8	ELF		0.00	05/01/2013	11:51:38
REVIEWED CORRESPONDENCE FWRD'D TO COMPLIANCE, WILL ADD TO CU DEMANDS	COMM	STL	ELF	05/01/2013	0.00	05/01/2013	11:51:34
PER MULT CONSUMER RQSTD CND ON MULTIPLE, WILL CND ACCT	COMM	STL	GT9	04/24/2013	0.00	04/24/2013	08:42:04
RCVD SIGND LTR FROM TERI LYNN HINKLE. PM ON 4/5/2013. RCVD IN CSS ON 4/10/2013. CU STS THIS IS A WAY OF COURTESY TO APPRAISE MCM, NOTES ON ALL THREE ENTITIES, FACT ACT, HAVE BEEN TRYING TO RESOLVE ISSUES FOR PAST	COMM	STL	GT9	04/23/2013	0.00	04/23/2013	15:35:28
PlainApp. 00017							

MIDLAND-HINKLE-000045



8528711764 - Terri Hinkle - \$.00

Account number:

8528711764

Find

← ← Add Comment (Last 5)

Bureau Reports by Reporting Date

Date	Comment Code	Stat	Compliance Condition	Status_Desc
11/17/08		93		<u>Account assigned to internal or external collections</u>
12/15/08		93		<u>Account assigned to internal or external collections</u>
01/13/09		62		<u>Account paid in full, was a collection account.</u>
02/15/09		62		<u>Account paid in full, was a collection account.</u>
03/16/09		62		<u>Account paid in full, was a collection account.</u>

PlainApp. 00018

MIDLAND-HINKLE-000048



8528711764 - Terri Hinkle - \$.00 (\$300.80)

Account number: 8528711764

Find

1534 message(s)



Add Comm

(Last 5)

Bureau Reports by Reporting Date

Date	Comment Code	Stat	Compliance Condition	Status_Desc
11/17/08		93		<u>Account assigned to internal or external collections</u>
12/15/08		93		<u>Account assigned to internal or external collections</u>
01/13/09		62		<u>Account paid in full, was a collection account.</u>
02/15/09		62		<u>Account paid in full, was a collection account.</u>
03/16/09		62		<u>Account paid in full, was a collection account.</u>

PlainApp. 00019

MIDLAND-HINKLE-000118

Payment History			Next Due Date:					
N R	Tran Code/Fund	Collector Code	Post Date	Trans Amount	Prnc Amount	Interest Amount	Balance	Due Date
	551 NC	X10	12/22/2008	160.62	159.10	1.52	.00	
	101 LB	IN2	10/13/2008	237.49	198.46	39.03	159.10	
Total:				398.11	357.56	40.55		
Cash:				237.49				

PlainApp. 00020

MIDLAND-HINKLE-000049



8528711764 - Terri Hinkle - \$.00

Account number:

8528711764

Find

← ← [Redacted] (Last 5)

Letter History Inquiry

Letter Date	Type	Letter Description
LT21 12/24/2008	Production	<u>SENT PAID-OFF ACCT WITH MCM STAT</u>
LT1A 10/01/2008	Production	<u>SENT LETTER 1A</u>

PlainApp. 00021

MIDLAND-HINKLE-000050

mcm
 Midland Hinkle Management, Inc.
 1534 message(s)

8528711764 - Terri Hinkle - \$.00 (\$300.80)

Account number: 8528711764

(Last 5)

Letter History Inquiry

Letter Date	Type	Letter Description
LT21 12/24/2008	Production	<u>SENT PAID-OFF ACCT WITH MCM STAT</u>
LT1A 10/01/2008	Production	<u>SENT LETTER 1A</u>

PlainApp. 00022

MIDLAND-HINKLE-000121

5/02/13 4:51:13
8528711764

Midland Credit Mgmt. Inc.
Comments List No Value notes

CCJ041R
Page 1

Account Number	Seq#	Que	Type	Sta	Entered Date	Entered Time	Ent By	Activity Date	Activity Time	Activity Amt	Letter	Close Date
8528711764	2	SMB	CL	BLTR	2008/09/30	9:38:45	***	2008/09/30				2008/10/20
8528711764	2-001		LT	LTIA (40% disc on bal/deb val ltr), settlement offer of \$337.49.								
8528711764	2-002		Letter	sent 10/01/2008, offer Expires 11/15/2008.								
8528711764	16	ACJ	CL	RVEN	2008/12/15	9:00:08	BOY	2009/01/31				2008/12/22
8528711764	16-001		PLS	STTL								
8528711764	17	X10	D	COMM	2008/12/15	8:00:28	BOY					2008/12/15
8528711764	17-001		OT	*	LEFT MESSAGE 7343794358							
8528711764	18	X10	D	COMM	2008/12/15	7:55:41						2008/12/15
8528711764	18-001		HIGH	AND DRY 7343794358								
8528711764	19	X10	CL	STTL	2008/12/22	7:22:40	AAJ	2008/12/22				2008/12/22
8528711764	19-001		SETTLED	ACCOUNT-GOOD JOB1								
8528711764	20	X10	CL	STTL	2008/12/23	17:57	AAJ	2008/12/23				2008/12/23
8528711764	20-001		SETTLED	ACCOUNT-GOOD JOB1								
8528711764	21	X10	CL	LT21	2008/12/23	22:09	***				SAU721	2008/12/24
8528711764	21-001		SNRT	PAID-OPP ACCT WITH MCM STRT								
8528711764	22	STL	CL	COMM	2011/09/11	5:04:42	***					2011/09/11
8528711764	22-001		Account	dispute modified in E-OSCAR. Bureau: EFX. Dispute Type 112-Consumer stat								
8528711764	22-002		is	inaccurate information. Verify Name, address, SSN, Dates and Balance. Control # 99931235019104028								
8528711764	22-003		Account	dispute modified in E-OSCAR. Bureau: TUN. Dispute Type 112-Consumer stat								2011/09/15
8528711764	23	STL	CL	COMM	2011/09/15	5:13:57	***					
8528711764	23-001		Account	dispute modified in E-OSCAR. Bureau: EFX. Dispute Type 103-Claims true i								2011/09/27
8528711764	23-002		denity	fraud, account fraudulently opened. Verify Name, address, SSN, Dates and Balance. Control# 2857644133004								
8528711764	24-003		Account	dispute modified in E-OSCAR. Bureau: EFX. Dispute Type 103-Claims true i								2011/09/28
8528711764	24-004		Balance.	Control# 99931270040893010								
8528711764	25	STL	CL	COMM	2011/09/29	5:13:58	***					
8528711764	25-001		Account	dispute modified in E-OSCAR. Bureau: EFX. Dispute Type 103-Claims true i								2011/10/04
8528711764	25-002		denity	fraud, account fraudulently opened. Verify Name, address, SSN, Dates and Balance. Control# 9993127606041041								
8528711764	26-003		Account	moved to No Value								
8528711764	27	STL	CL	COMM	2011/11/23	15:05:31	***	2011/11/23	16:05:31			
8528711764	27-001		Account	moved to No Value								
8528711764	28	STL	CL	COMM	2013/04/23	13:35:58	GT9	2013/04/23				
8528711764	28-001		PER	NOTF ADDR UPDATED								
8528711764	29	STL	CL	COMM	2013/04/23	15:35:28	GT9	2013/04/23				
8528711764	29-001		RCVD	SIGND LTR FROM TERA LYNN HINKLE. PM ON 4/5/2013. RCVD IN CSG ON 4/10/2013.								
8528711764	29-002		CU	STG THIS IS A WAY OF COURTESY TO APPRAISE MCM. NOTES ON ALL THREE ENTRIES.								
8528711764	29-003		FACT	ACT. HAVE BEEN TRYING TO RESOLVE ISSUES FOR PAST 18 MONTHS, IT IS								
8528711764	29-004		HUMANITARIAN	APPEAL THAT THEY PREFER TO BE SUED, CU IS PREPARED TO RESPECT THAT								
8528711764	29-005		PREPARE	AND PURSE REMEDY, HAVE CONSIDERED PETITIONING THE COURT FOR CLASS								
8528711764	29-006		STATUS.	WILL FND TO COMPLAINTS PER THREAT TO SUE. ATTACHED ORIGINAL COMPLAINT								
8528711764	30	STL	CL	COMM	2013/04/24	8:42:04	GT9	2013/04/24				
8528711764	30-001		PER	NOTF CONSUMER ROSTD CMD ON MULTIPLE. WILL GND ACCT								
8528711764	31	STL	CL	COMM	2013/05/01	11:51:34	ELF	2013/05/01				
8528711764	31-001		REVIEWED	CORRESPONDENCE PAR.D.D TO COMPLIANCE, WILL ADD TO CU DEMANDS								

Account Number	Seg#	Que	Typ	Site	Entered	Archived	SD	505	Index	Activity	Activity	Activity	Activity	Letter	Close	Page
					Date	Time				Date	Time	Amt			Date	
8528711764	1	DS4	CL	TRNP	2008/09/26	13:55:06									2008/10/20	1
8528711764	1-001															
8528711764	3	IN2	IN2	TRNP	2008/10/01	12:14:32			CS2						2008/10/20	
8528711764	3-001															
8528711764	4	IN2	D	COMM	2008/10/05	5:25:46									2008/10/05	
8528711764	4-001															
8528711764	5	IN2	D	COMM	2008/10/07	6:04:20									2008/10/07	
8528711764	5-001															
8528711764	6	IN2	D	COMM	2008/10/09	5:45:15									2008/10/09	
8528711764	6-001															
8528711764	7	IN2	D	COMM	2008/10/11	10:12:17									2008/10/11	
8528711764	7-001															
8528711764	8	IN2	D	COMM	2008/10/12	5:40:26									2008/10/12	
8528711764	8-001															
8528711764	9	IN2	CL	RYEM	2008/10/13	13:46:03			***	2008/10/14	8:00:00				2008/10/20	
8528711764	9-001															
8528711764	10	IN2	D	COMM	2008/10/14	6:19:09									2008/10/14	
8528711764	10-001															
8528711764	11	X03	CL	TRNP	2008/10/20	23:34:08			***						2008/10/15	
8528711764	11-001															
8528711764	12	X10	TRNP	2008/11/04	17:36:20										2008/12/15	
8528711764	12-001															
8528711764	13	X10	D	COMM	2008/11/05	15:30:15									2008/11/05	
8528711764	13-001															
8528711764	14	X10	D	COMM	2008/12/02	14:52:19									2008/12/02	
8528711764	14-001															
8528711764	15	X10	D	COMM	2008/12/08	11:26:27									2008/12/08	
8528711764	15-001															

End of list.

LISTCOMMB
Page 1



Customer Additional Data

Issuer Information

Purch. from DEBT RECOVERY SOLUTIONS LLC on 12/06/11, purch.bal.= \$ 300.80 .

Original Account #:	[REDACTED]	Account Open Date:	03/04/2006	Issuer Last Payment Amount:	.00
Original Lender:	T-MOBILE	Issuer Last Payment Date:		Issuer Interest Rate:	.0000%
Product Type:	Cellular	Charge Off Date:	12/29/2007	Interest Status:	
Affinity:		Charge Off Balance:	300.80		

Balance Information

Payment Information

General Information

TOTAL DUE NOW:	300.80	MCM Last Payment:	.00	Date of Occurrence:	06/02/2007
Int + Fees:	.00	Last Payment Received:		State Statute Expiration Date:	06/02/2013
Unpaid Balance:	300.80	First Due:		Days Left in Statute:	0031
MCM Interest Rate:	.000%	Next Due:		Last Worked Date:	05/01/2013 by HCB
Interest Method:	No interest accrued	Monthly Day Due:	0	Site:	SAN DIEGO
Interest Paid Through:		Down Payment:	.00	Deceased Date:	
		Monthly Payment:	.00	Investor:	2488
		Settlement Amount:	.00	Open/Closed:	O
				Days Delinquent:	0
				Payments Delinquent:	0
				Times Delinquent:	

PlainApp. 00025


MIDLAND-HINKLE-000031

Collection Detail for account # 8544300953

GA Local: 07:48 AM (E)

Mini Miranda required on answer mach msg 023-OK TO WORK-DISPUTE OUTSIDE VAL PER

026-VERBAL/WRTTEN CEASE-DESIST/REFUSE

<u>Payment Plan</u>	<u>Update Address</u>	<u>Verify Employer</u>	<u>Update Phone</u>	<u>Additional Data</u>	
Teri Hinkle		T-MOBILE - 445799415		Inv#: 2488	K Port#: 1394
	Best#:	Last Wk:	05/01/2013	Purch Bal:	\$300.80
	Home: [REDACTED]	(478) 374-4132	Int Rate: 0.00%	Int+Fees:	\$.00
	Work:	Last Pd:		Total Paid:	\$.00
	Last Ltr: [REDACTED]	04/30/2013	Last Pd\$:		\$.00
	Ltr Dis%:	0.00%	Ltr Exp:	Balance:	\$300.80
Dte Birth: [REDACTED]	SIF Amt:	\$.00	Dte C/O: 12/29/2007	SOL Exp:	06/02/2013
CC: D5R Name: ANDREW ASCH				Site: SD Ext: X31244 Team: C954	

Comments	Status	CC	By	Followup	Amount	Entered	Time
Account assigned from BU8 to D5R by MASHIRO	TRNF	D5R	HCB		0.00	05/01/2013	15:17:38
LAWSUIT FILED AGAINST MCM, ET AL. ON 4/30/13 IN USDC SOUTHERN DIST OF GA DUBLIN DIV. CASE NO. 3:13-CV-00033-DHB-WLB	COMM	BU8	HCB	05/01/2013	0.00	05/01/2013	15:17:36
CR INFO NOT ABLE TO INVESTIGAT	QC01	BU8	GT9	04/30/2013	0.00	04/30/2013	08:19:49
RCVD RESPONSE FROM COMPLIANCE, THIS ACCOUNT HAS BEEN NOTATED AND ADDED, OUTSIDE VALIDATION WITH NO MEDIA IN HOUSE, WILL SEND QC01B	COMM	BU8	GT9	04/30/2013	0.00	04/30/2013	08:19:44
REVIEWED CORRESPONDENCE FWRD'D TO COMPLIANCE INBOX 04/23/2013, WILL ADD TO CU DEMANDS	COMM	BU8	ELF	04/26/2013	0.00	04/26/2013	16:10:32
CREATED ACCT IN CRS	COMM	BU8	GT9	04/23/2013	0.00	04/23/2013	13:25:18
	COMM	BU8	GT9	04/23/2013	0.00	04/23/2013	13:22:09

****IN ADDITION FACT ACT
PlainApp. 00026

MIDLAND-HINKLE-000032

VAL. ACCOUNT OUTSIDE VAL,
WILL FWD TO COMPLIANCE TO
REVIEW.

LT 5G70(40% Discount), Settlement offer of \$180.48. Letter sent 07/27/2012, Offer Expires 08/26/2012. SLTR A8 *** 0.00 07/26/2012 14:26:05

REQUEST TO PROVIDE PROOF QCPP A8 *** 07/20/2012 0.00 07/20/2012 21:13:58

OK to work-Dispute outside validation period. Consumer needs to send proof. COMM A8 *** 08/03/2012 0.00 07/20/2012 19:42:41

Account dispute modified in E-OSCAR. Bureau: EFX. Dispute Type 1-Not his/hers. Verify Name, address, SSN, Dates and Balance. Control# 99992201016681057 COMM A8 *** 0.00 07/20/2012 09:27:54

LT 5G70(40% Discount), Settlement offer of \$180.48. Letter sent 06/15/2012, Offer Expires 07/15/2012. SLTR KTX *** 0.00 06/14/2012 18:32:11

Account moved by contacts load TRNF KTX FTJ 0.00 06/04/2012 16:26:31

SENT TO MCM LEGAL CC0130R RVEW L01 *** 05/22/2012 0.00 05/22/2012 22:53:59

MM * NO MESSAGE LEFT 7343790753 COMM D5D D5D 0.00 05/22/2012 13:25:21

DIAL HOME * AFTER NO CONNECT 7343790753 COMM D5D D5D 0.00 05/22/2012 13:25:02

DIAL HOME * AFTER NO CONNECT 7343790753 COMM D5D D5D 0.00 05/22/2012 13:24:50

MM * NO MESSAGE LEFT 7343790753 COMM D5D D5D 0.00 05/22/2012 13:21:53

EE COMM D5D D5D 05/22/2012 0.00 05/22/2012 13:23:52

MM * NO MESSAGE LEFT 7343790753 COMM D5D D5D 0.00 05/19/2012 11:14:29

MM * NO MESSAGE LEFT 7343790753 COMM D5D D5D 0.00 05/19/2012 10:11:31

MM * NO MESSAGE LEFT 7343790753 COMM D5D D5D 0.00 05/19/2012 06:03:10

FLUP FLUP D5D D5D 05/22/2012 0.00 05/19/2012 11:13:17

PASSED ACCOUNT 7343790753 COMM D5D D5D 0.00 05/18/2012 08:05:05

RPC * OTHER 4783744132 COMM D5D D5D 0.00 04/05/2012 09:50:37

RPC DCC DONE...MMQA DOEN CONSUMER...SD DO NOT CAL ME ANYMORE ITS A VIOLATION HU RPOT D5D D5D 05/18/2012 0.00 04/05/2012 09:49:40

Account assigned from IND to D5D TRNF D5D D5D 0.00 04/05/2012 09:49:09

PlainApp. 00027

MIDLAND-HINKLE-000034

by BSINGH5

OT * NO MESSAGE LEFT 4783744132	COMM IND E52	0.00 04/04/2012 06:01:05
LT 5G70(40% Discount), Settlement offer of \$180.48. Letter sent 04/05/2012, Offer Expires 05/05/2012.	SLTR IND ***	0.00 04/04/2012 18:51:25
HUNG UP WHILE ON HOLD 4783744132	COMM IND	0.00 04/03/2012 16:27:58
OT * NO MESSAGE LEFT 4783744132	COMM IND FFA	0.00 04/03/2012 10:02:53
INVENTORY MGMT	TRNF IND FTJ	0.00 04/02/2012 18:43:45
Acct not eligible for legal at this time	TRNF SMB FE1	0.00 03/26/2012 17:27:14
SENT TO MCM LEGAL CC0130R	RVEW L01 *** 02/05/2012	0.00 02/05/2012 23:29:34
PASSED ACCOUNT 4783744132	COMM E5G E5G	0.00 02/05/2012 15:01:33
EE	COMM E5G E5G 02/05/2012	0.00 02/05/2012 15:00:58
REQUEST TO PROVIDE PROOF	QCPP E5G *** 02/04/2012	0.00 02/04/2012 22:13:24
OK to work-Dispute outside validation period. Consumer needs to send proof.	COMM E5G *** 02/18/2012	0.00 02/04/2012 20:48:01
OT * NO MESSAGE LEFT 4783744132	COMM VDQ E5G	0.00 12/28/2011 06:54:20
Verbal Dispute within 45 days.	RVEW VDQ *** 12/28/2011	0.00 12/28/2011 20:48:25
FRAUD/ID THEFT - CONSUMER CLAIMS FRAUD. RPC DCC MM QA CONSUMER SAID THAT SHE DOESN'T OWE THAT BILL AND SHE HAS TOLD US ABOUT IT AND SHE'LL FILE A LAWSUIT AND HUNG UP.	RPOT E5G E5G 12/29/2011	0.00 12/28/2011 06:53:47
Account assigned from IND to E5G by ASHASHI	TRNF E5G E5G	0.00 12/28/2011 06:52:55
OT * NO MESSAGE LEFT 4783744132	COMM IND FDC	0.00 12/27/2011 16:41:45
LT LT1A (10% disc on bal/debt val ltr), Settlement offer of \$270.72. Letter sent 12/21/11, Offer Expires 02/04/12.	SLTR IND *** 12/20/2011	0.00 12/20/2011 20:09:52
Please do not make exceptions to the recommended discount/settlement strategy. This account has been selected as part of a Marketing/Operations test	COMM IND ***	0.00 12/20/2011 15:11:11
Load to IND	COMM IND CXN	0.00 12/19/2011 16:14:29

PlainApp. 00028

MIDLAND-HINKLE-000035



8544300953 - Teri Hinkle - \$300.80 (\$300.80)

Account number: 8544300953

Find



Add Comm

(Last 5)

1534 message(s)

Letter History Inquiry

Letter Date	Type	Letter Description
QC01 04/30/2013	Production	<u>CR INFO NOT ABLE TO INVESTIGAT</u>
5G70 07/27/2012	Marketing	<u>DISCOUNT LETTER</u>
QC01 07/21/2012	Production	<u>REQUEST TO PROVIDE PROOF</u>
5G70 06/15/2012	Marketing	<u>DISCOUNT LETTER</u>
5G70 04/05/2012	Marketing	<u>DISCOUNT LETTER</u>
QC01 02/05/2012	Production	<u>REQUEST TO PROVIDE PROOF</u>
LT1A 12/21/2011	Production	<u>SENT LETTER 1A</u>

PlainApp. 00029

MIDLAND-HINKLE-000115

Field	Field Data
AIS File Number	5128074
AIS Portfolio	530029
Original Account Number	6005065003614729
Original Creditor	GE MONEY / MEIJER
Contract Date	4/10/2005
Last Paid Date	12/13/2005
Last Paid Amount	\$-
Charge off Date	8/7/2006
Sale Amount	\$357.56
Name	"HINKLE, TERRI"
SSN	[REDACTED]
Address1	6080 PARK BLVD
City	SOUTH ROCKWOOD
State	MI
Zip	48179-9724
HomePhone	7343790753

Data printed by Midland Credit Management, Inc. from electronic records provided by AIS SERVICES, LLC pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 9/24/2008 in connection with the sale of accounts from AIS SERVICES, LLC to Midland Funding, LLC.

PlainApp. 00030

MIDLAND-HINKLE-000124

Field	Field Data
DRS#	310445799415
Name	TERI HINKLE
Street-1	6080 PARK BV
Street-2	6080S
City	SOUTH ROCKWOO
State	MI
Zip	48179
SSN#	[REDACTED]
Home#	7343790753
Sale Amount	300.8
Orig Bal\$	300.8
C/O Date	2007/12/29
Open Date	03/04/2006
Creditor	T-MOBILE
DOB	[REDACTED]

Data printed by Midland Credit Management, Inc. from electronic records provided by Debt Recovery Solutions LLC pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 12/6/2011 in connection with the sale of accounts from Debt Recovery Solutions LLC to Midland Funding, LLC.

April 5, 2013

Mr. J. Brandon Black

Chief Executive Officer-Midland Credit Management

8875 Aero Drive, Suite 200

San Diego, California 92123

RE: Encore Capital Group Inc., Midland Funding LLC, Midland Credit Management Inc.

Dear Mr. Black,

This is by way of a courtesy to apprise you and your other corporate entities that the attached legal action will be filed in Federal District Court within ten days after your receipt of this letter.

As you can see by reading the attached draft complaint I have attempted to resolve these issues with all three entities multiple times over the course of the past 18 months to no avail.

There is a plethora of case law¹ on the record indicating the Encore family of companies' collective attitude of ignoring federal consumer statutes as an accepted cost of doing business in direct opposition to agreements to correct procedures and practices. It is blatantly apparent they prefer to be sued. I am fully prepared to respect that preference and pursue remedy through the Federal District Court for all violations of federal law and my rights.

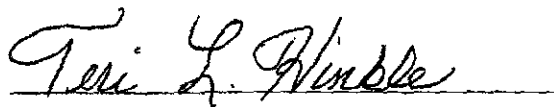
I am more than confident a jury will recognize and award the damages I seek and I am equally comfortable in trusting to a jury of my peers the amount of actual and/or punitive damages due me in regard to these matters.

As indicated in the draft complaint I will consider petitioning the court for class status at the end of the discovery process. Given the massive number of BBB complaints, class action and individual suits filed against all three companies across the nation, I don't think there will be any problem identifying class members.

¹ Herkert v MRC Receivables Corp. 2009, Brimm v Midland 2011, Texas v Midland, MCM, Encore 2011, Snow v. Midland 2006, Seaworth v Meserli 2010, Edeh v MCM 2010 just to name a very few.

Until such time as the completion of the discovery process I will remain amenable to amicable settlement for the violations enumerated in the original complaint.

Respectfully,

A handwritten signature in cursive script that reads "Teri L. Hinkle". The signature is written in black ink and is positioned above a horizontal line.

Teri Lynn Hinkle

322 Bethel Street

Eastman, Georgia 31023

478-374-4132

queensongbird@gmail.com

Sent by USPS Certified Mail Return Receipt Requested # 7011297000056529554

8544300953

July 26, 2012

Teri Lynn Hinkle

322 Bethel St.

Eastman, Georgia

31023

MCM Dept 12421

Attention Consumer Support Services

P.O. Box 939069

San Diego, CA 92193

RESPONSE AND NOTICE OF INTENT TO SUE

Dear Sir/Madam,

In response to your attached correspondence, I cannot furnish you with ANYTHING as I do not have that alleged account. This is the second non-existent account I have both disputed with the credit reporting agencies but with you as well. I mailed a demand for your company to Validate any alleged account you could claim to have with me in October of 2011 which you chose to ignore. Since that time your company has reported false information on my credit report which constitutes a violation of the FDPCA 15 U.S.C. 1692e(2)(10), which carries a statutory damage of \$1,000.00 per defendant per erroneous reporting.

Two months after I demanded validation your company began violating further by mailing dunning letters instead and calling my phone, all of which is prohibited without fulfilling my demand for validation. That is yet another FDCPA violation. Your operators were told in no uncertain terms to cease calling me but have not complied.

In addition your company has continued to report erroneous information on my credit reports for nine months with is a violation of the Fair Credit Reporting Act (FCRA) which carries a \$1,000.00 per month per credit report, per alleged account you are reporting which has been both disputed and you have refused to validate.

I fully intend to file suit in Federal District Court, Southern Division of Georgia for all violations to date and will name both Midland Credit Management and Midland Funding LLC. as initial defendants in the complaint. Those violations with my court costs and without including other defendants which will be added, come to around \$18,000.00 to date.

I am a reasonable woman but I have simply had enough abuse at the hands of your company and will tolerate no more. I have attached yet another demand for validation for ANY ALLEGED ACCOUNT you think you can prove not only belongs to me but you have the legal right to collect on. Barring that I will expect that either you contact me to negotiate a settlement of this

PlainApp. 00034

MIDLAND-HINKLE-000076

matter within thirty days of your receipt of this letter or I will assume that you wish for me to go forward with the suit and let a jury decide. I'm sure if you review Snow vs Midland Funding LLC, Texas you will realize that a jury often tends to have little tolerance for this type of harassment, much smaller in that case than in this one. This will be my last communication on this matter before filing the suit unless I hear from you that you wish to mitigate the matter outside litigation.

Respectfully,

A handwritten signature in cursive script, appearing to read "Teri Lynn Hinkle".

Teri Lynn Hinkle

322 Bethel Street

Eastman, Georgia 31023

queensongbird@gmail.com

Mailed by USPS Certified #70112970000056529448

CALL LOG

DATE	TIME	COMPANY	CALLER ID	
12/27/2011	6:40 PM	MIDLAND	Unknown	<u>1-800-825-8131</u>
12/28/2011	8:52 AM	MIDLAND	Unknown	<u>1-800-825-8131</u>
4/7/2012	6:34 PM	MIDLAND	Unknown	<u>1-800-825-8131</u>
4/8/2012	10:36 AM	MIDLAND	Unknown	<u>1-800-825-8131</u>
4/30/2012	6:37 PM	MIDLAND	Unknown	<u>1-800-825-8131</u>

PlainApp. 00036

All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Web-site of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA crossreferenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

ACCURACY GUIDELINES

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D).

PlainApp. 00037

- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the *commencement* of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as *resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct*. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

SAMPLES OF INTERNET POSTS

Below are just a few of the comments from consumers who have been targeted by the Defendants in this case for fraudulent collection on non-existent T-Mobile debt:

<http://www.pissedconsumer.com/reviews-by-company/midland-credit-management/midland-credit-management-pure-scam-must-read-20100425179719.html>

“TOTAL SCAM!!! We received a letter from Midland saying that we owe almost \$3,000 to T-Mobile. We don't even have T-Mobile nor have we ever had T-Mobile. In addition, they send a letter, but there is no telephone number on the letter to call and tell them that they obviously sent the letter in error. Beware! Total scam.”

“I just received a call from this Lawyer claiming that my wife had an outstanding bill from T-Mobile for \$862.26 back in 2007 and the account was sent to his office to collect a debt. He claimed that his name was Mark Cruse and his call back number was 1-800-265-8825. This is where I caught his SCAM, I told him, my wife has never had a contract phone and that the T-Mobile was prepaid. He immediately tried to change phone companies (lol) and then I said, "this is a SCAM and you are being recorded. He immediately hung up the phone. If you receive any information from Midland Credit Management, hang up the phone because this is definitely a SCAM.”

“I called the cops , and they took care of it for me. And yes, there was an Indian sounding guy on the line. And he asked me personal information as in my SSN , credit card numbers, and seemed pretty fine when I told him I'll call the cops for harassment. He claimed that my wife had a "\$796" debt with T-Mobile , when she never had a T-Mobile account on her name. Don't be afraid to go to your local police station for help with this fraud..”

“http://www.creditreportproblems.com/Midland_Credit_Management_Inc.htm

I just received a letter from MCM claiming I owe them \$808 for a phone account from T-Mobile and the account was in my maiden name. I've got married 10 years ago and they said this phone account is from 2009. Also, it was opened in a city I have not lived in for over 8 years. I believe this is a scam by MCM because none of this is showing up on my credit report. Not a credit check from T-Mobile from when the account was supposedly activated, not from when T-Mobile turned it over to collections, and from when this company took over the debt. So i guess it's good for me that it's not showing up on my credit, but I'm curious to know if anyone knows how difficult it is dealing with MCM on this matter and to get them to leave me alone.”

“MCM started calling yesterday (Sunday), which is not allowed per federal law, stating that I have a delinquent account with T-Mobile. I have never had a T-Mobile account, device, etc... I have no idea what they are talking about and cannot call back due to a “private” number listed.”

“they say that i owe over \$600 for a phone that i never owned. i had a phone with suncom not t-mobile. now they have put me on hold and have been here for over 30 min for the fraud dept of this company. do they ever answer the phone. i am glad that i have protect my id. i would say that all people everywhere need this service. now they don't know what i am talking about. go figure. go to protectmyid.com they will help with this company.”

“T mobil what is it ? but this company claim we owe them \$300. Do not know who is MCM nor T mobil ,we never dealt with them and never will. Talk about Fraud are there persons that really sent them money. Wish this company stop sending me notices and save a tree, cause these letters wind up in the trash. Not to Worry”

<http://collectionagencydebt.blogspot.com/2011/04/dealing-with-midland-credit-management.html>

“Received a supposed bill from MCM stating a large sum was owed from aT-Mobile account. This was the same thing from a Sunrise Credit out of New York, never had any bills from T-Mobile nor phone requesting payment of said bill. This is an attempt obtain information, DO NOT GIVE THEM ANYTHING. Send a letter registered to them requesting signature, 1)Ask why you never received bills etc. from T-Mobile; 2)Do not admit that this bill is yours;mentioned "IDENTITY THEFT); 3)Ask them to validate outstanding bill;Ask if bill is a "Time Barred Debt"; Then ask them for no further communication until they produce said bill; Then do some research and report them to the FTC, State Attorney General of your state of residence, and the State from which operate, as well as the Better Business Bureau; Good Luck, maybe if there are enough complaints there can be a Class Action Suit against their actions”

“Oh boy... I just got a notice from these folks regarding a T-Mobile account. I have NEVER had an account with them, looks like I'm in for a fun fight.”

“Heyyy i also get harrassed with that i owe a T mobile bill so it is a scamm its always a young guy with a indian axcent caling and caling and caling even on Sundays”

“I also got the same call that i owe T MOBILE beware its all a scam”

<http://creditboards.com/forums/index.php?showtopic=495194>

“I never expected this problem to get this far.

I had an account with Suncom Mobile in 2008. I moved to an area without Suncom service. The company acknowledged this and ended my contract early without fee. I received a refund of my deposit and my account was closed in good standing.

PlainApp. 00040

9-12 months later, T-Mobile bought Suncom. I suddenly received a bill for about \$100 or so from T-mobile. I have never been a T-mobile customer and ended my contract with Suncom in good standing a year before T-moble bought them.

This is on my credit and I'm pissed off. I hope T-Mobile get's hit by a meteor.

I disputed this account with Experian. Astoundingly, only 48 hours later they had "confirmed the account was mine" (WTF? HOW?). Experian doesn't even have a phone number for this collection agency, just an address.

My mind is about to explode. I could just pay this, but what's to stop the next bogus debt from being \$1,000 or \$10,000?"

NOTICE AND DEMAND
TO VALIDATE DEBT CLAIM

COPY

MIDLAND CREDIT MANAGEMENT INC.
8875 Aero Dr. Ste. 200
San Diego, CA 92123

Sent by USPS Certified Mail # 7010 0780 0000 2275 9899

RE: Alleged account # 852871****

This letter is not a refusal to pay, but a notice sent pursuant to the Fair Credit Reporting Act **15 U.S.C. §1681**, that your claim is disputed and validation is requested.

***** SILENCE IS ACQUIESCENCE *****

NOTICE TO AGENT IS NOTICE TO
NOTICE TO PRINCIPAL IS NOTICE
APPLICABLE TO ALL SUCCESSORS

NOTICE AND DEMAND TO CEASE AND DESIST COLLECTION OF
PURPORTED DEBT

Pursuant to the truth in lending laws of the United States
and the Fair Debt Collection Practices Act laws of the United States

This notice constitutes a timely written response to your notice via communication to Experian Credit Reporting Agency that you are attempting to collect an alleged debt and is not a dishonor of your alleged claim of debt.

This notice is my, required by law, demand to "cease and desist" collection activities of any type prior to validation of purported debt and you must validate the enclosed claim of an alleged debt. Failure to completely answer each and every question, thus constituting partial answers, will be construed to be, no answer. You must provide verification that an actual debt really exists by producing the following:

- (1) The name and address of the organization alleging a claim of a debt;
- (2) The name and address of the person or persons in that organization alleging a claim of a debt;

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Postage	\$ 0.44	0023
Certified Fee	\$2.85	06
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.29	

Postmark Here: **OCT 20 2011**

Sent to: *Midland Credit Management, LLC*
Street, Apt. No.:
or PO Box No. *8875 Aero Dr. Ste 200*
City, State, ZIP+4: *San Diego, CA 92123*

PS Form 3800, August 2006 See Reverse for Instructions

7010 0780 0000 2275 9899

- (3) The name of the actual creditor even if that is myself;
- (4) The origin of the funds used to create this alleged claim of a debt
- (5) The actual records of the organization showing the time and place of the deposit and distribution of the funds used to create this alleged claim of debt.
- (6) The actual records of the organization showing that an actual loan was made from the organization's own funds that resulted in the enclosed alleged claim of a debt.
- (7) The actual records of the organization with a live signature on any and all document/instrument(s) used to allege the existence of a real loan of funds or debt from the organization to myself or anyone else by a similar name.
- (8) BE ADVISED that verification is defined (Black's Law Dictionary, 6th Edition) as follows: "Confirmation of correctness, truth, or authenticity, by affidavit, oath or deposition". Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.
- (9) The actual records of the organization showing that an honest disclosure of facts relating to the alleged loan was made by the organization in compliance with the truth in lending laws of the United States Code, Title 15 § 1601 et. seq. and Regulation Z.
- (10) The actual records of the organization showing that any and all document/instrument(s) containing my signature or the likeness of my signature were not negotiated or pledged by the organization against my credit to create the funds used for the appearance of a debt and resulting in this alleged claim of debt.
- (11) The person that prepares and swears to the validation of debt must describe: 1) your job description on a daily basis; 2) if you are the regular keeper of those books and records and are familiar with how they are kept and their contents; 3) how long have you been in your position; 4) when did you first come in contact with the alleged account/debt; 5) how frequently do you work with the files and information they are presenting to verify/validate the alleged debt; 6) are you the person/employee who regularly works with the alleged account/debt; and 7) do you have personal knowledge about the alleged debt and/or any alleged account.
- (12) What are the terms of assignment for this account? Attach a facsimile of any records relating to such terms.
- (13) Have any insurance claims been made by any creditor or assignee regarding this account?
- (14) Has the purported balanced of this account been used in any tax deduction claim?

TAKE NOTICE: The person that prepares and swears to the validation of debt must also be the same person who will be available to answer interrogatories and be available for depositions.

15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt," includes the false representation of the character or legal

status of any debt and further makes a threat to take any action that cannot legally be taken is deceptive practice.

Pursuant to 15 U.S.C. § 1692 (g) (4) Validation of Debts, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you provide such verification/validation and supporting evidence signed and certified under penalty of perjury to substantiate your claim. . **Until the requirements of the Fair Debt Collection Practices Act have been complied with and your claim is verified/validated, you have no consent to continue any collection activities.**

This is a constructive notice that, absent the validation of your claim within 30 days, you must "cease and desist" any and all collection activity and are prohibited from contacting me through the mail, by telephone, in person, at my home, or at my work. You are further prohibited from contacting any other third party. Each and every attempted contact, in violation of this act, will constitute harassment and defamation of character and will subject your agency and/or attorney and any and all agents in his/her individual capacities, who take part in such harassment, and defamation, to a liability for actual damages, as well as statutory damages of up to \$1,000 for each and every violation, and a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed purported debt.

FURTHERMORE, pursuant to the **Fair Debt Collection Practices Act**, 15 U.S.C. § 1692 (g) (8), as you are merely an "agency" acting on someone else's behalf, this is a demand that you provide the name of the original "principal", or "holder in due course", for whom you are attempting to collect this alleged debt.

PLEASE TAKE NOTICE that this is a criminal investigation of the business practices of the above named organization, its agents, officers, employees and attorney to determine violations of the United States criminal laws. Your enclosed claim of collection of a purported debt appears to be founded upon a false record in violation of U.S.C. Title 18 § 2071 and 2073 (falsifying records) and further; uttering and possessing false obligations and counterfeit securities based upon the falsified records in violation of U.S.C. Title 18 § 471, 472, 473 and/or 513, and further: using corrupt business practices to make and possess false records and claim of obligation, not substantiated by truthful facts in violation of the Federal Racketeer Influences and Corrupt Organization (RICO), U.S.C. Title 18 § 1961 et. seq. and further: using the U.S. Mail to present such fraud and false instruments amounting to Mail Fraud, criminal conduct falling under Title 18 U.S.C. § 1341 – Frauds and Swindles laws, and further sending mail with false and fictitious names, a criminal conduct falling under Title 18 U.S.C. § 1842 – Fictitious Names.

TAKE NOTICE

Debt Collector's failure in providing Respondent with the requisite verification, validating the above referenced alleged debt within the requirements of law as codified in the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:

- a. Debt Collector has no lawful, bona fide, verified claim, re the above-referenced alleged account:

- b. Debt Collector waives any and all claims against Respondent and
- c. Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts, re the above-referenced alleged account.
- d. Failure of Debt Collector to properly and legally verify/validate alleged debt as required in this notice is a self executing irrevocable power of attorney authorizing Respondent/Alleged Debtor named herein to direct the permanent removal, on behalf of the alleged Creditor, of any and all references to said account in any and all credit reporting agency files of any type.

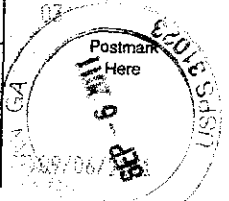
This response will constitute my effort to resolve this on-going debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. *"No civil or criminal cause of action can arise lest, out of fraud, and there be a valid, honest contract."* See Eads v. Marks 249 P. 2d 257, 260.

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Certified Fee	22.95
Return Receipt Fee (Endorsement Required)	42.50
Restricted Delivery Fee (Endorsement Required)	50.00
Total Postage & Fees	\$ 155.89



Sent To
Trans Union Consumer Solutions
 Street, Apt. No. or PO Box No. *P.O. Box 2000*
 City, State, ZIP+4 *Chester, PA 19022-2000*

PS Form 3800, August 2006 See Reverse for Instructions

7010 0780 0000 2275 9844

322 Bethel Street, Eastman, GA 31023
August 28, 2011

Trans Union Consumer Solutions
P.O. Box 2000
Chester, PA 19022-2000

Attn: Legal Department

I am disputing the following items:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. MIDLAND CREDIT MGMT INC account #852871****
5. NATIONAL CREDIT SOLUTION account #5039865****
6. [REDACTED]

4486 5222 0000 0820 0702
4486 5222 0000 0820 0702



CERTIFIED MAIL
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

7010 0780 0000 2275 9844

I did not authorize the following inquiries on my credit report. I believe that they were obtained fraudulently. Please remove them.

1. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle

Teri Lynn Hinkle
546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #70100780000022759844

PlainApp. 00046

322 Bethel Street, Eastman, GA 31023
August 28, 2011

Equifax Information Services LLC
P.O. Box 105069
Atlanta, GA 30348

Attn: Legal Department

I am disputing the following items:

1. [REDACTED]
2. [REDACTED]
3. MIDLAND CREDIT MANAGEMENT account #852871****
4. [REDACTED]
5. [REDACTED]

I did not authorize the following inquiries on my credit report. I believe that they were obtained fraudulently. Please remove them.

1. [REDACTED]
2. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle
546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #7010078000022759820

PlainApp. 00047

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Postage	\$ 10.44	0023
Certified Fee	\$ 2.00	07
Return Receipt Fee (Endorsement Required)	\$ 42.50	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 55.94	

7010 0780 0000 2275 9820

Sent to: Equifax Information Services LLC
Street, Apt. No., or PO Box No. P.O. BOX 105069
City, State, ZIP+4 Atlanta, GA 30348

PS Form 3800, August 2006

See Reverse for Instructions

0296 5222 0000 0780 0702
7010 0780 0000 2275 9820

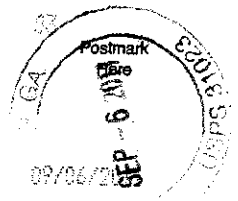
CERTIFIED MAIL
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

0296 5222 0000 0780 0702

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Postage	\$ 91.44
Certified Fee	\$0.85
Return Receipt Fee (Endorsement Required)	\$9.70
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 102.99



7010 0760 0000 2275 9837

322 Bethel Street, Eastman, GA 31023
August 28, 2011

Experian
P.O. Box 0701
Allen, TX 75013

COPY

Attn: Legal Department

I am disputing the following items:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. MIDLAND CREDIT MANAGEMENT account #852871***
5. [REDACTED]

Sent To: Experian
 Street, Apt. No., or PO Box No. P.O. Box 0701
 City, State, ZIP+4 Allen, Texas 75013

PS Form 3800, August 2006 See Reverse for Instructions

7010 0760 0000 2275 9837



7010 0760 0000 2275 9837

I did not authorize the following inquiries on my credit report. I believe that they were obtained fraudulently. Please remove them.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle
546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #70100780000022759837

PlainApp. 00048

CERTIFIED MAIL
(Domestic Mail Only)
For delivery information visit usps.com

Postage Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees

Sent to
Street, Apt. No., or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2013

1023

0046 2595 0000 0262 1102

Trans Union Consumer Solutions
P.O. Box 2000
Chester, PA 19022-2000

Attn: Legal Department

I am disputing the following items:

1. [REDACTED]
2. MIDLAND CREDIT MGMT INC account #852871**** I have no contractual obligation with this company whatsoever and this is false information and a false claim of account.
3. MIDLAND FUNDING LLC account #852871**** I have no contractual obligation with this company whatsoever and this is false information and a false claim of account.

I did not authorize the following inquiries on my credit report. I believe that they were obtained without permissible purpose. Please remove them.

1. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle
546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #70112970000056529400

PlainApp. 00049

U.S. Postal Service
CERTIFIED MAIL
(Domestic Mail Only, No Postage Necessary if Mailed in the United States)
For delivery information visit usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent to
Street, Apt. No., or PO Box No.
City, State, ZIP+4[®]
PS Form 3800, August 2006

31023

4666 2595 0000 0262 7702

Experian
P.O. Box 0701
Allen, TX 75013

Attn: Legal Department

I am disputing the following items:

1. [REDACTED]
2. MIDLAND FUNDING account #854430**** I have no contractual obligation with this company whatsoever and this is false information and a false claim of account.

I did not authorize the following inquiries on my credit report. I believe that they were obtained without permissible purpose. Please remove them.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle
546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #70112970000056529394

PlainApp. 00050



Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Sent to **Equifax**
 Street, Apt. No. or PO Box No. **PO Box 105069**
 City, State **Atlanta, GA**
 PS Form 3800, August 2009

31023

2966 2595 0000 0262 1102

Equifax Information Services LLC
 P.O. Box 105069
 Atlanta, GA 30348

Attn: Legal Department

I am disputing the following items:

1. MIDLAND CREDIT MANAGEMENT account #854430**** I have no contractual obligation with this company whatsoever and this is false information and a false claim of account.
2. MIDLAND FUNDING LLC account ##854430**** I have no contractual obligation with this company whatsoever and this is false information and a false claim of account.

I did not authorize the following inquiries on my credit report. I believe that they were obtained without permissible purpose. Please remove them.

1. [REDACTED]
2. [REDACTED]

Please provide me with a description of the reinvestigation procedure for all items. Please provide me with the source of information for all items. Please send me all information in my consumer file. Please send me an updated copy of my credit report. Thank you for your cooperation in advance.

Sincerely,

Teri Lynn Hinkle
 546-98-6359

P.S. Please find enclosed a copy of my Drivers License and Social Security card to verify identity.

Mailed by USPS Certified Mail #70112970000056529387

PlainApp. 00051

7011 2970 0000 5652 9387

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ATLANTA, GA 30348
OFFICIAL USE

Postage	\$ 00.45	0023
Certified Fee	\$ 02.95	06
Return Receipt Fee (Endorsement Required)	\$ 00.00	
Restricted Delivery Fee (Endorsement Required)	\$ 00.00	
Total Postage & Fees	\$ 03.40	

EASTMAN GA
 Postmark Here
 JUL 13 2012
 07/13/2012
 USPS 31023

Sent To EQUIFAX Information Services LLC
 Street, Apt. No., or PO Box No. PO BOX 105069
 City, State, ZIP+4 Atlanta, GA 30348

PS Form 3800, August 2006 See Reverse for Instructions

7011 2970 0000 5652 9394

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For delivery information visit our website at www.usps.com

ALLEN, TX 75013
OFFICIAL USE

Postage	\$ 00.45	0023
Certified Fee	\$ 02.95	06
Return Receipt Fee (Endorsement Required)	\$ 00.00	
Restricted Delivery Fee (Endorsement Required)	\$ 00.00	
Total Postage & Fees	\$ 03.40	

EASTMAN GA
 Postmark Here
 JUL 13 2012
 07/13/2012
 USPS 31023

Sent To EXPERIAN
 Street, Apt. No., or PO Box No. P.O. Box 0701
 City, State, ZIP+4 Allen, Texas 75013

PS Form 3800, August 2006 See Reverse for Instructions

7011 2970 0000 5652 9400

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CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

CHESTER, PA 19022
OFFICIAL USE

Postage	\$ 00.45	0023
Certified Fee	\$ 02.95	06
Return Receipt Fee (Endorsement Required)	\$ 00.00	
Restricted Delivery Fee (Endorsement Required)	\$ 00.00	
Total Postage & Fees	\$ 03.40	

EASTMAN GA
 Postmark Here
 JUL 13 2012
 07/13/2012
 USPS 31023

Sent To TRANS Union Consumer Solutions
 Street, Apt. No., or PO Box No. P.O. Box 2000
 City, State, ZIP+4 Chester, PA 19022-2000

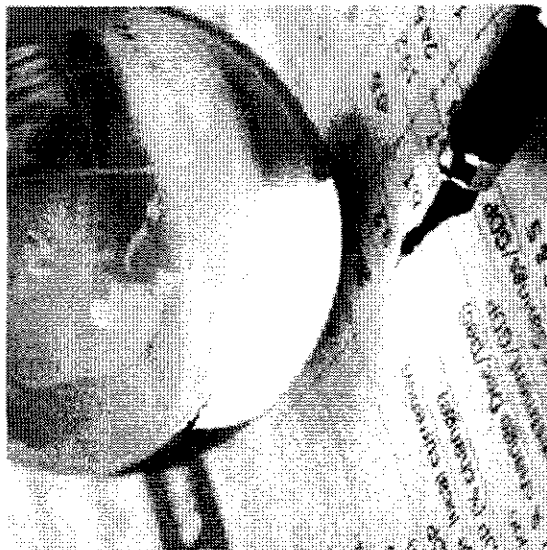
PS Form 3800, August 2006 See Reverse for Instructions

PlainApp. 00052



ABOUT ENCORE CONSUMERS INVESTING PARTNERS CAREERS NEWSROOM

NASDAQ ECPB \$30.18 (-0.39)



Corporate Profile

NASDAQ - ECPB

Stock Quote (\$)	Change (\$)	Change (%)	Volume	Market Value (\$M)
30.18	-0.39	(-1.26) ↓	151,254	4,587.5

As of August 7, 2013. Market Cap exclude debt.



Webcast

Q3 2012 Encore Capital Group Earnings Conference Call

Thursday, November 01, 2012

2:00 PM PT

Download Releaser

Encore Capital Group, Inc. ("Encore") through its subsidiaries collectively the "Company", is a leading provider of debt management and recovery solutions for consumers and property owners across a broad range of assets. We purchase portfolio of defaulted consumer receivables at deep discounts to face value and use a variety of operational channels to maximize our collections from these portfolios. We manage our receivables by partnering with individuals as they repay their obliga...

- ▼ Corporate Information
- Corporate Profile
- Reasons to Invest
- Careers & Investors

ECPG 10-K 12/31/2010

Section 1: 10-K (FORM 10-K)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
 For the fiscal year ended December 31, 2010 or
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
 For the transition period from _____ to _____

COMMISSION FILE NUMBER: 000-26489

ENCORE CAPITAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

48-1090909
 (IRS Employer
 Identification No.)

8875 Aero Drive, Suite 200 San Diego, California
 (Address of principal executive offices)

92123
 (Zip code)

(877) 445-4581

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$.01 Par Value Per Share	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

(Check one):

- Large accelerated filer Non-accelerated filer Smaller reporting company
- Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

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MIDLAND-HINKLE-000004

Table of Contents

Investors wishing to obtain more information about us may access our internet site (www.encorecapital.com). The site provides access to relevant investor related information such as Securities and Exchange Commission ("SEC") filings, press releases, featured articles, an event calendar, and frequently asked questions. SEC filings are available on the website as soon as reasonably practicable after being filed with, or furnished to, the SEC. The content of the internet site is not incorporated by reference into this Annual Report on Form 10-K. Any materials that the Company filed with the SEC also may be read and copied at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC (<http://www.sec.gov>).

Our Competitive Advantages

Analytic Strength. We believe that success in our business depends on the ability to establish and maintain an information advantage. Leveraging an industry-leading distressed consumer database, our in-house team of statisticians, business analysts, and software programmers have developed, and continually enhance, proprietary behavioral and valuation models, custom software applications, and other business tools that guide our portfolio purchases. Moreover, our collection channels are informed by powerful statistical models specific to each collection activity, and each year we deploy significant capital to purchase credit bureau and customized consumer data that describe demographic, account level, and macroeconomic factors related to credit, savings, and payment behavior.

Consumer Intelligence. At the core of our analytic approach is a focus on understanding, measuring, and predicting distressed consumer behavior. In this effort, we apply tools and methods borrowed from statistics, psychology, economics, and management science across the full extent of our business. During portfolio valuation, we use an internally-developed and proprietary family of statistical models that determines the likelihood and expected amount of payment for each consumer within a portfolio. Subsequently, the expectations for each account are aggregated to arrive at a portfolio-level liquidation solution and a valuation for the entire portfolio is determined. During collections, we apply our "willingness-capability" framework, which allows us to match our collection approach to an individual consumer's payment behavior.

Cost Leadership. Cost efficiency is central to our collection and purchasing strategies. We experience considerable cost advantages, stemming from our operations in India, our enterprise-wide, activity-level cost database, and the development and implementation of operational models that enhance profitability. We believe that we are the only company in our industry with a successful, late-stage collection platform in India. This cost-saving, first-mover advantage helps to reduce our call center variable cost-to-collect.

Principled Intent. We strive to treat consumers with respect, compassion and integrity. From discounts and payment plans to hardship solutions, we partner with our consumers as they attempt to return to financial health. We are committed to dialogue that is honorable and constructive, and hope to play an important and positive role in our consumers' lives.

Our Strategy

We have implemented a business strategy that emphasizes the following elements:

Extend our knowledge about distressed consumers. We believe our investments in data, analytic tools, and expertise related to both the general and distressed consumer provide us with a competitive advantage. In addition to rigorous data collection practices that take advantage of our unique relationship with distressed consumers, our consumer intelligence program focuses on segmentation, marketing communications, and original research conducted in partnership with experts from both industry and academia. We believe this work will continue to bolster our operational success while fueling our efforts to understand the actions and motivations of our consumer base.

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

BRIAN FARRELL,

Plaintiff,

v.

Case No: 6:14-cv-81-Orl-18KRS

**FREDERICK J. HANNA &
ASSOCIATES,**

Defendant.

ORDER

THIS CAUSE comes for consideration on Defendant Frederick J. Hanna & Associates' ("Hanna") Motion for Partial Judgment on the Pleadings (Doc. 25), to which Plaintiff Brian Farrell responded (Doc. 27) and Hanna replied (Doc. 28). For the reasons that follow, Hanna's motion will be denied.

I. BACKGROUND

Within two years of commencing this action, Farrell requested his consumer credit report from three major credit reporting agencies, including Equifax and TransUnion. (Doc. 1 ¶ 9-13.) Upon review of his Equifax consumer credit report, Farrell observed that Hanna obtained Farrell's consumer credit report from Equifax in January 2010. (*Id.* ¶ 10.) Farrell also reviewed his TransUnion consumer credit report and observed that Hanna obtained Farrell's consumer credit report from TransUnion in April 2011 and August 2011. (*Id.* ¶¶ 11-12.) Farrell never gave Hanna permission to access his consumer credit information from Equifax, TransUnion, or any other credit reporting agency. (*Id.* ¶¶ 13, 31, 42, 53.)

On or about November 25, 2013, Farrell received a "dunning" letter from Hanna requesting

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payment for a \$12,048.90 debt (the "Debt") that Farrell allegedly incurred with FIA CARD SERVICES, N.A. ("FIA"). (*Id.* ¶ 14.) Hanna included two (2) separate account numbers in the "dunning" letter and asked Farrell to contact Hanna's office to arrange payment for the Debt. (*Id.* ¶¶ 15, 16.) On or about November 26, 2013, Farrell sent a written request to Hanna requesting validation of the Debt. (*Id.* ¶ 18.) In Hanna's reply letter to Farrell's Debt validation request, Hanna stated that Farrell owed a debt to FIA in the amount of \$12,048.90. (*Id.* ¶ 19.) Hanna also attached a court order dated October 12, 2010 to the reply letter. (Doc. 1-1 at 12; Doc. 1 ¶ 19.) As set forth in the court order, the Eighteenth Judicial Circuit in and for Seminole County, Florida, entered a default final judgment against Farrell and ordered him to pay \$11,906.55 to FIA. (Doc. 1-1 at 12; Doc. 1 ¶ 19.) The aforementioned order includes the statement that the judgment is for "a total of \$11,906.55, for all of which let execution issue. Plaintiff waives future statutory interest." (Doc. 1-1 at 12; Doc. 1 ¶ 20.)

Farrell avers that Hanna violated the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et. seq.*, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et. seq.*, and the Florida Consumer Collections Practices Act ("FCCPA"), sections 559.55-785, Florida Statutes. In Counts I, II, and III of the Complaint, Farrell asserts that Hanna violated the FCRA by impermissibly obtaining Farrell's consumer credit reports. (Doc. 1 ¶¶ 23-55.) Hanna now seeks judgment on the pleadings in its favor on Farrell's FCRA claims set forth in Counts I, II, and III. (Doc. 25 at 5.) As grounds therefore, Hanna avers that it had a permissible purpose to obtain Farrell's consumer credit reports because Hanna was acting as a debt collector on behalf of FIA, and "debt collection is a permissible purpose for obtaining a consumer's credit report." (*Id.* at 1.)

II. LEGAL STANDARD

Rule 12(c) of the Federal Rules of Civil Procedure provides that a party may move for judgment on the pleadings, “[a]fter the pleadings are closed—but early enough not to delay trial[.]” Fed. R. Civ. P. 12(c). “Judgment on the pleadings is proper when no issues of material fact exist, and the moving party is entitled to judgment as a matter of law based on the substance of the pleadings and any judicially noticed facts.” *Andrx Pharms., Inc. v. Elan Corp., PLC*, 421 F.3d 1227, 1232-33 (11th Cir. 2005); *St. Paul Fire & Marine Ins. Co. v. Jablonski*, No. 2:08-cv-386-FtM-29SPC, 2008 WL 1990471, at *1 (M.D. Fla. May 5, 2008). In deciding a Rule 12(c) motion, the court considers the facts alleged in the complaint as true and draws all inferences in favor of the non-movant. *Bankers Ins. Co. v. Fla. Residential Prop. & Cas. Joint Underwriting Ass’n*, 137 F.3d 1293, 1295 (11th Cir. 1998); *Szabo v. Fed. Ins. Co.*, No. 8:10-cv-02167-T-33MAP, 2011 WL 3875421, at *2 (M.D. Fla. Aug. 31, 2011). Additionally, “attachments to the pleadings may properly be considered on a motion for judgment on the pleadings if the attachments are central to the plaintiff’s claim, and are undisputed in that their authenticity is not challenged.” *Nails v. Swisher Int’l, Inc.*, No. 3:12-cv-1147-J-99MMD-PDB, 2013 WL 6768229, at *1 (M.D. Fla. Dec. 19, 2013).¹ A court should dismiss a complaint pursuant to Rule 12(c), “[i]f it is clear that the plaintiff

¹ Pursuant to Rule 12(d) of the Federal Rules of Civil Procedure, when matters outside of the pleading are presented to the court on a motion for judgment on the pleadings and not excluded by the court, the motion must be treated as a motion for summary judgment. See Fed. R. Civ. P. 12(d). However, a court has broad discretion when deciding whether to treat a motion for judgment on the pleadings as a motion for summary judgment. *Maldonado v. Mattress Firm, Inc.*, No. 8:13-cv-292-T-33AEP, 2013 WL 2407086, at *2 (M.D. Fla. June 3, 2013). A motion for judgment on the pleadings “should only be treated as one for summary judgment if the record is fully developed and the non-moving party was given adequate notice of the court’s decision.” *Id.* (quoting *Jozwiak v. Stryker Corp.*, No. 6:09-cv-1985-Orl-19GJK, 2010 WL 743834, at *4 (M.D. Fla. Feb. 26, 2010)). At this early stage in the litigation, the Court declines to convert Hanna’s motion into a motion for summary judgment. However, the Court will consider the documents attached to the Complaint, collectively labelled as Doc. 1-1, as they are undisputed and central to Farrell’s claims. (See Doc. 1 ¶¶ 10-12, 16, 18-19; see also Doc. 28 at 5-6.)

would not be entitled to relief under any set of facts that could be proved consistent with the allegations” in the Complaint. *Szabo*, 2011 WL 3875421, at *2.

III. ANALYSIS

Farrell states that Hanna willfully violated the FCRA by accessing Farrell's consumer credit information without his consent and without a permissible purpose under § 1681b. (Doc. 1 ¶¶ 32, 43, 54.) Farrell states that he has never had any previous business dealings with Hanna and that Hanna has not provided him with a justification for obtaining his consumer credit reports from Equifax and Transunion. (*Id.* ¶¶ 29, 33, 40, 44, 51, 55). Farrell argues that, “Hanna has not provided any verified evidence, in any form . . . showing Hanna was ‘retained’, ‘referred’, or ‘assigned’ a debt to collect regarding [Farrell].” (Doc. 27 ¶ 13). Hanna avers that the debt collection letters and the court judgment attached to and referenced in the Complaint, show that Hanna accessed Farrell's consumer credit reports for the permissible purpose of debt collection. (Doc. 28 at 5-6.)

The FCRA provides that a consumer credit report is furnished and used for a permissible purpose where the party requesting the report “intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer” 15 U.S.C. § 1681b(a)(3)(A). Under the FCRA, a debt collector is permitted to access a consumer's credit report for the purpose of reviewing a creditor's account with the consumer and collecting the debt. *See Flores v. I.C. Sys., Inc.*, No. 13-21352-CIV, 2014 WL 1379046, at *3 (S.D. Fla. Apr. 8, 2014); *Pinson v. United Recovery Sys., LP*, No. 12-80792-Civ, 2013 WL 3717739, at *2 (S.D. Fla. July 15, 2013). A plaintiff alleging a willful misuse or acquisition of a consumer credit report in violation of the FCRA must show that the defendant accessed or used

the consumer credit report without a permissible purpose specified by the statute and without a reasonable belief that a permissible purpose existed. See *United Recovery Sys.*, 2013 WL 3717739, at *3; *Pinson v. Monarch Recovery Mgmt., Inc.*, No. 12-80480-CIV, 2013 WL 961308, at *3 (S.D. Fla. Mar. 12, 2013).

Judgment on the pleadings as to Farrell's FCRA claims is inappropriate based solely on Hanna's conclusory allegations and self-serving statements that it obtained Farrell's consumer credit reports for the purpose of collecting a debt that Farrell owed FIA. Upon review of the pleadings and attachments² to the Complaint, the Court finds that an issue of material fact lies in whether Hanna was retained, or even had the reasonable belief that it was retained or hired, to act as a debt collector on behalf of FIA or any other creditor to whom Farrell owes or owed a debt. Accordingly, Hanna's motion will be denied.

IV. CONCLUSION

For the foregoing reasons, Defendant Frederick J. Hanna & Associates' Motion for Partial Judgment on the Pleadings (Doc. 25) is **DENIED**.

DONE and ORDERED in Orlando, Florida on this 22 day of August, 2014.



G. KENDALL SHARP
SENIOR UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties

² See Doc. 1-1.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION**

Case No 3:13-CV-00033

Teri Lynn Hinkle
Plaintiff,

vs

**MIDLAND CREDIT
MANAGEMENT INC.
MIDLAND FUNDING LLC.
ENCORE CAPITAL GROUP INC.,**
Defendants.

**DEFENDANT MIDLAND CREDIT MANAGEMENT INC.'S AMENDED RESPONSES
AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Defendant Midland Credit Management, Inc. ("MCM"), by its undersigned counsel, serves its amended responses and objections to Plaintiff's First Set of Interrogatories ("Interrogatories") as follows:

GENERAL OBJECTIONS

A. MCM objects to Plaintiff's Interrogatories, including the definitions and instructions therein, to the extent they purport to create duties that are not imposed by the Federal Rules of Civil Procedure or by the Local Rules of this Court.

B. MCM has not concluded its investigation of facts relating to this case or completed formal discovery or preparation for trial. For that reason, there may exist information responsive to the Interrogatories of which MCM does not yet have knowledge or has not yet located, identified, or reviewed. All of the following responses are, therefore, based only on such information and documents that are presently known or available to MCM.

C. MCM reserves the right to produce evidence of any subsequently discovered fact

PlainApp. 00061

Please provide the following information for each person known to MCM who has knowledge of the facts relevant to this case, including but not limited to all persons interviewed by you, by your counsel or by any person cooperating with you in this action, giving a brief description thereof, for each person you may call as a witness in this case. Include, name, address, telephone number, City of residence; place of employment, business address, phone numbers; relation to MCM; and the subject and substance of the testimony the witness will give and whether or not the witness is to be tendered as an expert witness.

RESPONSE TO INTERROGATORY NO. 3:

MCM objects to this Interrogatory on the basis that it is overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, MCM identifies the following: John Moreno, Process Analyst, Midland Credit Management, Inc. Mr. Moreno may be contacted through counsel for MCM.

MCM has not identified any individual that it intends to call as an expert witness, but will do so in accordance with the applicable scheduling order entered in this case.

INTERROGATORY NO. 4:

Describe MCM's procedure and policy with respect to the maintenance, preservation, and destruction of documents, stating in your Answer whether any documents or things relating to any information Requested in these interrogatories, or related in any way to this lawsuit, have ever been destroyed or are no longer in your custody. For each such document, please identify the document, how, when and why each document was destroyed or otherwise left your control, the identity of any person who participated in any way in the destruction and/or action for destroying the document or to transfer it out of your control or custody; and if the document still exists, identify the person now having control or custody of the document.

RESPONSE TO INTERROGATORY NO. 4:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, not limited in scope, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to the extent that the Interrogatory seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. MCM's "procedure and policy with respect

to the maintenance, preservation, and destruction of documents” is not relevant to any claim or defense asserted in this lawsuit.

INTERROGATORY NO. 5:

MCM or Attorney: Please Identify each person who has had any contact or communication on your behalf or with you regarding Plaintiff, state where, how, when and with whom said contact or communication occurred and in detail and with particularity the substance thereof.

RESPONSE TO INTERROGATORY NO. 5:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, MCM states that it sent the following communications to Plaintiff. MCM further states that these letters were system generated and no individual person transmitted these letters to Plaintiff.

- (1) December 21, 2011: validation letter regarding T-Mobile account.
- (2) February 5, 2012: request to provide proof letter regarding T-Mobile account.
- (3) April 5, 2012: debt settlement offer/discount letter regarding T-Mobile account.
- (4) June 15, 2012: debt settlement offer/discount letter regarding T-Mobile account.
- (5) July 21, 2012: request to provide proof letter regarding T-Mobile account.
- (6) July 27, 2012: debt settlement offer/discount letter regarding T-Mobile account.
- (7) April 30, 2013: letter requesting proof regarding T-Mobile account.

INTERROGATORY NO. 6:

Please Identify and describe each exhibit you will use in the trial.

RESPONSE TO INTERROGATORY NO. 6:

MCM objects to this Interrogatory on the basis that it is premature and subject to the

(14) Fourteenth Defense: MCM did not violate the FDCPA, FCRA, or any other laws.

(15) Fifteenth Defense: Plaintiff has withdrawn her TCPA claims.

(16) Sixteenth Defense: MCM did not willfully violate the FCRA.

(17) Seventeenth Defense: MCM did not willfully violate the FCRA.

(18) Eighteenth Defense: MCM did not willfully violate the FCRA.

INTERROGATORY NO. 8:

Please identify and provide the following information for each person or persons who accessed Plaintiff's credit file on behalf of the Defendant to include; his/her full name, home address, phone number and city of residence; position and/or title within the MCM organization; work address, telephone numbers, employee identifier and dates of employment with MCM.

RESPONSE TO INTERROGATORY NO. 8:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, MCM states that it accessed Plaintiff's credit file, however, it is unable to identify the specific individuals who accessed this information.

INTERROGATORY NO. 9:

Please Identify and provide the following information for each person or persons who reported trade line information on Plaintiff's credit file on behalf of Defendant to include; his/her full name, home address, phone number and city of residence; position and/or title within the MCM organization; work address, telephone numbers, employee identifier and dates of employment with MCM.

RESPONSE TO INTERROGATORY NO. 9:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to

this Interrogatory to the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that it reported tradeline information on Plaintiff's credit file, however, it is unable to identify the specific individuals who reported this information.

INTERROGATORY NO. 10:

Please provide the following information for each person with any involvement in any manner in any efforts on your behalf to collect or attempt to collect any debt(s) purportedly owing by Plaintiff, to include; his/her full name, home address, phone number and city of residence; position and/or title within the MCM organization; work address, telephone numbers, employee identifier and dates of employment with MCM.

RESPONSE TO INTERROGATORY NO. 10:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing general and specific objections, MCM states that it will identify individuals who assisted in the efforts to collect unpaid debts from Plaintiff upon entry of a protective order to restrict dissemination of confidential information.

INTERROGATORY NO. 11:

If you answered any of the Plaintiff's Requests for Admission with anything other than an unqualified admission, list every individual reason why you did so, describe each factual position and identify all documents which support your answer.

RESPONSE TO INTERROGATORY NO. 11:

MCM objects to this Interrogatory on the basis that it is overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to this Interrogatory to the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. MCM also objects on the basis that this Interrogatory calls for a legal conclusion.

contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that Midland Funding purchased a GE Money Bank/Meijer unpaid debt belonging to Plaintiff from AIS Services LLC on September 24, 2008. Midland Funding purchased a T-Mobile unpaid debt belonging to Plaintiff from Debt Recovery Solutions LLC on December 6, 2011. MCM had serviced Plaintiff's unpaid debt on behalf of Midland Funding.

INTERROGATORY NO. 14:

Identify the persons who set up and maintained the original accounting of the alleged debts you have reported and/or are continuing to report to the Plaintiff's consumer report and supply the following:

- a. During what years were they employed with the original creditor and in what capacity
- b. What specific training did they receive in relation to their position and the daily performance of their employment?

RESPONSE TO INTERROGATORY NO. 14:

MCM objects to this Interrogatory on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to this Interrogatory to the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that it obtained the information from the sellers of the unpaid accounts. MCM further states that it is not in possession of further information responsive to this Interrogatory.

INTERROGATORY NO. 15:

From where did the information you relied upon in your re-investigation process after Plaintiff disputed the alleged account(s), come from?

RESPONSE TO INTERROGATORY NO. 15:

MCM objects to this Interrogatory on the basis that it is overbroad, unduly burdensome,

and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to this Interrogatory to the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that it obtained the information from the sellers of the unpaid accounts.

INTERROGATORY NO. 16:

Identify the person who created the information you relied upon in your re-investigation process after Plaintiff disputed the alleged account(s).

RESPONSE TO INTERROGATORY NO. 16:

MCM objects to this Interrogatory on the basis that it is overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to this Interrogatory to the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that it is not in possession of information responsive to this Interrogatory.

INTERROGATORY NO. 17:

If the information you relied upon in your re-investigation was digital or computer generated records;

- a. Where did it originate from and where is the main data base maintained;
- b. who created the digital information; and
- c. what data storage system is being used?

RESPONSE TO INTERROGATORY NO. 17:

MCM objects to this Interrogatory on the basis that it is overbroad, unduly burdensome, and seeks information that is neither relevant to any issue in this case nor reasonably calculated to lead to the discovery of admissible evidence. Further, MCM objects to this Interrogatory to

the extent it seeks information that is confidential, proprietary, privileged, and/or contains trade secrets. Subject to and without waiving the foregoing general and specific objections, MCM states that it obtained the information from the sellers of the unpaid accounts. MCM further states that it is not in possession of further information responsive to this Interrogatory.

Date: January 7, 2014.

KING & SPALDING LLP



Tully T. Blalock

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

VERIFICATION

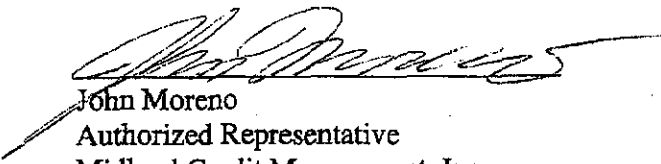
IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

Case # 13:13-CV-00033

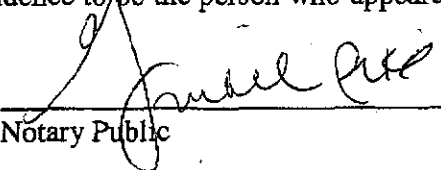
TERI LYNN HINKLE v. MIDLAND CREDIT MANAGEMENT, INC.

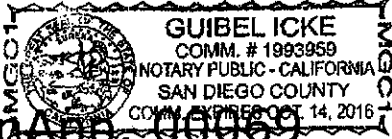
I, John Moreno, depose and state that I am authorized to make this verification on behalf of MIDLAND CREDIT MANAGEMENT, INC. I have read the foregoing Defendant Midland Credit Management Inc.'s Responses to Plaintiff's First Set of Interrogatories and know the contents thereof. To the extent that I have personal knowledge of the factual information contained therein, the same are true and correct. Insofar as said facts are based on a composite of information from computerized records, I do not have personal knowledge concerning all of the information contained in said responses, but I am informed and believe that the information set forth therein for which I lack personal knowledge is true and correct.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed this 7th day of January 2014.


John Moreno
Authorized Representative
Midland Credit Management, Inc.

Subscribed and sworn to before me on this 7th day of January, 2014, by John Moreno, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Notary Public


GUIBEL ICKE
COMM. # 1993959
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
COMM. EXPIRES OCT. 14, 2016
Plain App. 00069

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

TERI LYNN HINKLE,)
)
 PLAINTIFF,)
)
 V.)
)
 MIDLAND CREDIT)
 MANAGEMENT, INC. MIDLAND)
 FUNDING, LLC, and ENCORE)
 CAPITAL GROUP, INC.,)
)
 DEFENDANTS.)

CIVIL ACTION NO.
3:13-cv-00033-DHB-BKE

**DEFENDANT MIDLAND CREDIT MANAGEMENT, INC'S FIRST
RESPONSE TO PLAINTIFF'S SECOND REQUEST FOR PRODUCTION**

Defendant Midland Credit Management, Inc. ("MCM"), by and through its attorneys of record, hereby responds to Plaintiff's Second Request for Production to Defendant Midland Credit Management Inc.

I. SPECIFIC RESPONSES AND OBJECTIONS TO REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST 1:

Produce the "quality analysis" Midland Funding LLC conducted as referenced in paragraph 2.3.2 of page 4 of the Account Purchase Agreement

PlainApp. 00070

RESPONSE:

MCM objects to Request No. 2 because it is vague and reflects a misunderstanding of the Account Purchase Agreement. Specifically, Account Purchase Agreement § 3.2.2 does not include any reference to an “independent review.” To the extent this request is intended to refer to Midland Funding, LLC’s “own review” of purchased accounts, Defendant further objects to this request because Plaintiff misconstrues the meaning of § 3.2.2 of the Account Purchase Agreement dated December 6, 2011. This section contains an acknowledgement that the buyer and seller are sophisticated entities capable of making their own determination regarding risks involved in the purchase of accounts contemplated in the agreement. Subject to and without waiving the foregoing objection, no responsive documents exist.

REQUEST 3:

Produce independent investigation, verification or validation done in relation to the alleged accounts purchased from Debt Recovery Solutions on December 6, 2011 and AIS Services LLC on September 24, 2008.

RESPONSE:

Midland Funding directs Plaintiff to the previously-produced documents bates labeled MIDLAND-HINKLE-00001-00002; 000025; 0000031-00000055;
PlainApp. 00071

000078; 000105; 000107-0000203. Responding further with regard to account acquired through the 2008 Account Purchase Agreement, in response to the consumer's dispute letter dated April 5, 2013, and received by Defendants on April 10, 2013, the account was marked paid in full beginning on January 13, 2009 (*see* Midland-Hinkle 000048, 118-120). No investigation was required due to the dispute being outside the validation period and after payment in full was obtained over four years earlier (*see* Midland-Hinkle000044).

Regarding the account acquired from AIS Services LLC on September 24, 2008, in response to the consumer's verbal dispute of identity theft on December 28, 2011, a letter was sent on February 5, 2012, to Plaintiff requesting verification of the alleged identity theft (*see* Midland-Hinkle 000109). Plaintiff failed to provide such proof of identity theft, including a police report or Affidavit of identity theft. The account was properly marked as disputed on February 19, 2012, the first date for reporting of this account (*see* Midland-Hinkle 000037).

REQUEST 4:

Produce the "Chain of Title" described as a "copy of each predecessor bill of sale associated with related Purchased Accounts" provided to Midland Funding LLC on December 6, 2011 by Debt Recovery Solutions which in any way relates to any alleged account purported to belong to the Plaintiff in this case. (paragraph PlainApp. 00072

4.5 of Account Purchase Agreement between Midland Funding LLC and Debt Recovery Solutions.

RESPONSE:

MCM directs Plaintiff to the previously-produced documents bates labeled MIDLAND-HINKLE-000025; 0000031-0000043; 000055; 000078; 000105; 000107-000117; 0000125-0000147; 0000182-0000203.

REQUEST 5:

Produce the “quality analysis” Midland Funding LLC conducted as is referenced in paragraph 6.1 on page 5 of the Account Purchase Agreement between Midland Funding LLC and AIS Services LLC dated September 24, 2008.

RESPONSE:

MCM objects to Request No. 5 because it is vague. Specifically, § 6.1 of the 2008 Agreement does not contain any reference to a “quality analysis.” To the extent this request refers to Midland Funding’s independent evaluation of the merits and risks of the transaction contemplated by the agreement, Defendants further objects because Plaintiff misconstrues the meaning of § 6.1. This section contains an acknowledgement that the parties are sophisticated entities capable of making their own independent determination regarding the risks of the

PlainApp. 00073

contemplated transaction. Subject to and without waiving the foregoing objection, no responsive documents exist.

REQUEST 6:

Produce all documentation relating to Midland Funding LLC's independent review referenced at the top of page 7 of the Account Purchase Agreement between Midland Funding LLC and AIS Services LLC dated September 24, 2008 in regard to ANY account alleged to belong to the Plaintiff in this case.

RESPONSE:

Defendants object to this request because it is vague. Specifically, the top of page 7 of the Account Purchase Agreement dated September 24, 2008 does not contain a reference to an "independent review." Defendants refer Plaintiff to the response to Request No. 2 above regarding Plaintiff's misunderstanding of the nature of the "independent review." No responsive documents exist.

Respectfully submitted this 20th day of June, 2014.



Matthew B. Ames
Georgia Bar No. 015898
Joshua Moore (*pro hac vice*)
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Facsimile: (404) 261-3656

PlainApp. 00074

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION**

TERI LYNN HINKLE,)	
)	
PLAINTIFF,)	
)	
V.)	
)	
MIDLAND CREDIT)	
MANAGEMENT, INC. MIDLAND)	
FUNDING, LLC, and ENCORE)	
CAPITAL GROUP, INC.,)	
)	
DEFENDANTS.)	

**CIVIL ACTION NO.
3:13-cv-00033-DHB-BKE**

**DEFENDANT MIDLAND CREDIT MANAGEMENT, INC'S FIRST
RESPONSE TO PLAINTIFF'S THIRD REQUEST FOR PRODUCTION**

Defendant Midland Credit Management, Inc. ("Midland Credit"), by and through its attorneys of record, hereby responds to Plaintiff's Third Request for Production to Defendant Midland Credit Management Inc.

**I. SPECIFIC RESPONSES AND OBJECTIONS TO REQUEST FOR
PRODUCTION OF DOCUMENTS**

REQUEST 1:

(Pg. 2, ¶ 1)

1. Definitions.

As used herein, the following terms have the following respective meanings:

PlainApp. 00075

“Account Documents” means any application, billing statement, agreement, note or other evidence of indebtedness, which is reasonably necessary to establish the validity of the Accounts, which are the subject of this Agreement. The existence of Account Documents shall not be deemed to imply that the debt evidenced by the Account Documents is enforceable.

Produce originals or copies of any applications, agreements, billing statements, promissory notes or other evidences of indebtedness, notices, correspondence, payment checks, evidences of title and any other documentation related to the Purchased Account MCM alleges belongs to the Plaintiff.

RESPONSE:

MCM directs Plaintiff to previously-produced Affidavit of Patrick Minford, and documents bates labeled MIDLAND-HINKLE-000001-00002; 000044-000054; 000118-0000124; 0000148-0000181 regarding the 2008 Account Purchase Agreement. In response to the consumer’s dispute letter dated April 5, 2013, and received by Defendants on April 10, 2013, the account was marked paid in full beginning on January 13, 2009 (*see* Midland-Hinkle 000048, 118-120). No investigation was required due to the dispute being outside the validation period and after payment in full was obtained over four years earlier (*see* Midland-Hinkle000044).

PlainApp. 00076

REQUEST 2:

(Pg. 4, ¶ 3)

3. Account Documents.

After the applicable Closing Date, Seller agrees to deliver to Buyer at no charge, copies of all available Account Documents in possession of Seller. Seller shall also, upon receipt of a written request from Buyer, request from the originator of the applicable Account and, to the extent that such documents are reasonably available and provided to Seller, Seller shall provide Buyer with copies of all other Account Documents obtained from the originator.

REDACTED

Produce documents provided to MCM pursuant to this section of the Purchasing Agreement.

RESPONSE:

MCM directs Plaintiff to previously-produced Affidavit of Patrick Minford, and documents bates labeled MIDLAND-HINKLE-000001-00002; 000044-000054; 000118-0000124; 0000148-0000181 regarding the 2008 Account Purchase Agreement. In response to the consumer's dispute letter dated April 5, 2013, and received by Defendants on April 10, 2013, the account was marked paid in full beginning on January 13, 2009 (*see* Midland-Hinkle 000048, 118-120). No investigation was required due to the dispute being outside the validation period and after payment in full was obtained over four years earlier (*see* Midland-Hinkle000044).
PlainApp: 00077

REQUEST 3:

(Pg. 4, ¶ 3) Produce a copy of the written request sent to the Seller requesting further documentation and original Account Documents subsequent to Plaintiffs dispute with the CRA's in regard to the Purchased account MCM alleges belongs to the Plaintiff.

RESPONSE:

MCM directs Plaintiff to previously-produced Affidavit of Patrick Minford, and documents bates labeled MIDLAND-HINKLE-000001-00002; 000044-000054; 000118-0000124; 0000148-0000181 regarding the 2008 Account Purchase Agreement. In response to the consumer's dispute letter dated April 5, 2013, and received by Defendants on April 10, 2013, the account was marked paid in full beginning on January 13, 2009 (*see* Midland-Hinkle 000048, 118-120). No investigation was required due to the dispute being outside the validation period and after payment in full was obtained over four years earlier (*see* Midland-Hinkle000044).

REQUEST 4:

(Pg. 4, ¶ 4.2)

4.2. Customer Inquiry. Buyer agrees that after the Closing Date it will handle all Customer inquiries and not refer the Customer to Seller. In the event Buyer requires information from Seller in order to respond to the inquiry, Buyer may request such information pursuant to section 3 of this Agreement.

Produce documents containing information provided to MCM pursuant to this section of the Purchasing Agreement in regard to the Purchased Account MCM alleges belongs to the Plaintiff.

RESPONSE:

MCM directs Plaintiff to previously-produced Affidavit of Patrick Minford, and documents bates labeled MIDLAND-HINKLE-000001-00002; 000044-000054; 000118-0000124; 0000148-0000181 regarding the 2008 Account Purchase Agreement. In response to the consumer's dispute letter dated April 5, 2013, and received by Defendants on April 10, 2013, the account was marked paid in full beginning on January 13, 2009 (*see* Midland-Hinkle 000048, 118-120). No investigation was required due to the dispute being outside the validation period and after payment in full was obtained over four years earlier (*see* Midland-Hinkle000044).

REQUEST 5:

(Pg. 1, ¶ 1.2)

1.2 "Account Documents" means, with respect to each Purchased Account, but only to the extent they exist and are reasonably available to Seller, originals or copies of any applications, agreements, billing statements, promissory notices or other evidences of Indebtedness, notices, correspondence, payment checks, evidences of title and any other documentation related to the Purchased Accounts.

PlainApp. 00079

Produce originals or copies of any applications, agreements, billing statements, promissory notes or other evidences of indebtedness, notices, correspondence, payment checks, evidences of title and any other documentation related to the Purchased Account MCM alleges belongs to the Plaintiff.

RESPONSE:

MCM directs Plaintiff to the previously-produced Affidavit of Patrick Minford, and documents bates labeled MIDLAND-HINKLE-000025; 0000031-0000043; 000055; 000078; 000105; 000107-000117; 0000125-0000147; 0000182-0000203.

REQUEST 6:

(Pg. 8, ¶ 4.4)

4.4 Account Documents. On the Closing Date, Seller shall deliver to Purchaser copies of any Account Documents or billing data where applicable, in the possession of or otherwise reasonably available to Seller, the Original Creditors, or any of their respective representatives or agents. All Account Documents shall be delivered to Purchaser by means of

REDACTED

Produce copies of all documents delivered to Midland Funding LLC, then given to MCM on the closing date of the sale related to the Purchased Account Midland alleges belongs to the Plaintiff.

PlainApp. 00080

RESPONSE:

MCM directs Plaintiff to the previously-produced documents bates labeled MIDLAND-HINKLE-000025; 0000031-0000043; 000055; 000078; 000105; 000107-000117; 0000125-0000147; 0000182-0000203.

REQUEST 7:

(Pg. 8, ¶ 4.6)

4.6 Terms and Conditions. Upon Purchaser's written request, Seller will use its best efforts to provide Purchaser with a representative copy of the Terms and Conditions historically associated with any of the Purchased Accounts.

Produce MCM's written request to the Seller for the "Terms and Conditions" historically associated with the Purchased Account MCM alleges belongs to the Plaintiff.

RESPONSE:

Defendants direct Plaintiff to enclosed documents bates labeled Midland-Hinkle 000204-000218, which are the terms and conditions that were in effect prior to the account charge off date of 12/29/07, and retrieved from the T-Mobile website by Defendants.

REQUEST 8:

(Pg. 9, ¶ 4.8)

4.8 Account Inquiries. Seller shall make all reasonable efforts and take all reasonable actions at Seller's sole cost and expense to investigate inquiries from

PlainApp. 00081

and/or issues raised by Purchaser with regard to any Purchased Account ("Purchase Inquiry"). Each Purchaser Inquiry shall be submitted to Seller on a form to be mutually agreed upon by Seller and Purchaser. Seller shall use best efforts to respond to all Purchaser Inquiries in a reasonable and timely fashion.

Produce the Form MCM submitted to the Seller connected with MCM's "investigation" process subsequent to Plaintiff's dispute of the Account MCM alleges belongs to the Plaintiff.

RESPONSE:

In response to the consumer's verbal dispute of identity theft on December 28, 2011, a letter was sent on February 5, 2012, to Plaintiff requesting verification of the alleged identity theft (*see* Midland-Hinkle 000109). Plaintiff failed to provide such proof of identity theft, including a police report or Affidavit of identity theft. The account was properly marked as disputed on February 19, 2012, the first date for reporting of this account (*see* Midland-Hinkle 000037).

Respectfully submitted this 20th day of June, 2014.



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Georgia Bar No. 015898
Joshua Moore (*pro hac vice*)
Georgia Bar No. 520040

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PlainApp. 00082

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

TERI LYNN HINKLE,)
)
PLAINTIFF,)
)
V.)
)
MIDLAND CREDIT)
MANAGEMENT, INC. MIDLAND)
FUNDING, LLC, and ENCORE)
CAPITAL GROUP, INC.,)
)
DEFENDANTS.)

CIVIL ACTION NO.
3:13-cv-00033-DHB-BKE

**DEFENDANT MIDLAND CREDIT MANAGEMENT, INC'S AMENDED
FIRST RESPONSE TO PLAINTIFF'S THIRD REQUEST FOR
PRODUCTION**

Defendant Midland Credit Management, Inc. ("Midland Credit"), by and through its attorneys of record, hereby responds to Plaintiff's Third Request for Production to Defendant Midland Credit Management Inc. Midland Credit amends its response to Plaintiff's Third Request for Production No. 7. All other responses to Plaintiff's Third Request for Production submitted by Midland Credit remain unchanged.

I. **SPECIFIC AMENDED RESPONSES AND OBJECTIONS TO
REQUEST FOR PRODUCTION OF DOCUMENTS**

REQUEST 7:

(Pg. 8, ¶ 4.6)

4.6 Terms and Conditions. Upon Purchaser's written request, Seller will use its best efforts to provide Purchaser with a representative copy of the Terms and Conditions historically associated with any of the Purchased Accounts.

Produce MCM's written request to the Seller for the "Terms and Conditions" historically associated with the Purchased Account MCM alleges belongs to the Plaintiff.

AMENDED RESPONSE:

Pursuant to the Court's Order dated July 31, 2014, Midland Credit states it has no documents that are responsive to this Request No. 7. A defendant cannot be compelled to produce records that do not exist. *See Purdee v. Pilot Travel Ctrs., LLC*, 2009 U.S. Dist. LEXIS 13093 (S.D. Ga. Feb. 19, 2009).

Respectfully submitted this 5th day of August, 2014.

/s/ Matthew B. Ames

Matthew B. Ames

Georgia Bar No. 015898

Joshua Moore (*pro hac vice*)

Georgia Bar No. 520040

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