

MIDLAND FUNDING LLC
Plaintiff,

vs.

IN THE COUNTY COURT OF THE
NINETEENTH JUDICIAL CIRCUIT IN
AND FOR MARTIN COUNTY, FLORIDA
CASE NO.:

STACEY HETHERINGTON
Defendant. /

COMPLAINT

Plaintiff MIDLAND FUNDING LLC sues Defendant STACEY HETHERINGTON and alleges:

1. Damages in this action do not exceed \$5,000, exclusive of interest and court costs.
2. Plaintiff is a Delaware Limited Liability Company, authorized to do business in Florida.
3. Defendant is an individual, a resident of MARTIN County, and is sui juris.
4. Defendant's SYNCHRONY BANK account, number XXXXXXXXXXXX-██████, was assigned to Plaintiff for value after it was charged off. A copy of the chain of title and/or bill(s) of sale to Plaintiff is attached.
5. Plaintiff notified Defendant of the assignment more than 30 days before initiation of legal action, pursuant to Florida Statute §559.715.
6. Plaintiff has met all conditions precedent to the initiation of this lawsuit, or those conditions have been otherwise waived.
7. Defendant's account with SYNCHRONY BANK was opened on November 02, 2012. SYNCHRONY BANK last received payment on April 27, 2017. Defendant's account was sold to Plaintiff after it was charged off.
8. Plaintiff MIDLAND FUNDING LLC owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff MIDLAND FUNDING LLC and its affiliates (collectively, "Midland") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying obligation. In doing so, Midland attempts to assess each consumer's willingness to pay, through phone calls, letters or other means. Midland attempts to exclude consumers from its collection efforts, where Midland believes those consumers are facing extenuating circumstances or hardships that would prevent them from making any payments.

9. When Midland contacts consumers, it strives to treat consumers with respect, compassion and integrity. Midland works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Midland's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Midland strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.
10. Despite Midland's efforts to teach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Midland. Those who do are often offered discounts or payment plans that are intended to suit their needs. Midland would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations. However, the majority of Midland's consumers ignore calls or letters, and some simply refuse to repay their obligations despite an apparent ability to do so. When this happens, Midland must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the Account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

I. ACCOUNT STATED

11. Prior to the account being charged off, Defendant used the credit card and received regular monthly account statements.
12. Defendant did not timely object to the account statements, thereby expressly or impliedly agreeing that the balance due reflected on the final statement, namely the principal sum of \$1,242.27 is correct and properly due. A copy of the final account statement is attached.
13. Defendant owes Plaintiff the principal balance of \$1,242.27 and the costs of bringing this action.

WHEREFORE, Plaintiff demands judgment against Defendant for damages in the amount of \$1,242.27, costs, and interest at the statutory rate, per annum, from the date of judgment.

C. S. L.

Payal Chatani, Esq., Fla. Bar 25285 _____

Sean Fisher, Esq. Fla. Bar 95956 _____

Molly Fitzpatrick, Esq. Fla. Bar 103529 _____

Chase Hague, Esq. Fla. Bar 1008510 _____

Colleen E. Lehmann, Esq. Fla. Bar 33496 ✓ _____

Valeria Obi, Esq., Fla. Bar 106554 _____

Jennifer A. Sesta, Esq., Fla. Bar 966339 _____

Attorneys for Plaintiff

PO BOX 290335

TAMPA FL 33687

(866) 300-8750 Phone / (813) 337-0637 Fax

E-service address: IL_FL@mcmcg.com

UNOFFICIAL
DOCUMENT

Visit us at www.lowes.com/credit
Customer Service: 1-800-568-0156

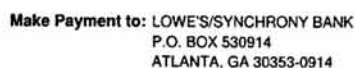
If you would like information about **credit counseling services**, call 1-877-302-8775.

(Continued on next page)

7009 X5G 1 7 5 171105 EX PAGE 1 of 3 9294 0010 S011 01DN7009

Detach and mail this portion with your check. Do not include any correspondence with your check.

New address or email? Print changes on back.



Transaction Summary (Continued)

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
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TOTAL INTEREST FOR THIS PERIOD**\$26.06****2017 Totals Year-to-Date**

Total Fees Charged in 2017	\$323.00
Total Interest Charged in 2017	\$239.75
Total Interest Paid in 2017	\$106.18

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$1,227.78	\$26.06	2D

Important Account Information

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

Visit us at www.lowes.com/credit
Customer Service: 1-800-444-1408

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	6 years	\$1,654.00
\$36.00	3 years	\$1,305.00 (Savings = \$349.00)

If you would like information about **credit counseling services**, call 1-877-302-8775.

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
04/27	04/27		PHONE PYMT-THANK YOU	(170.00)
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
05/05	05/05		INTEREST CHARGE ON PURCHASES	\$20.96

(Continued on next page)

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

7009 X5G 1 7 5 170505 PAGE 1 of 4 9294 0010 5011 010N7009

Detach and mail this portion with your check. Do not include any correspondence with your check.

Payment Enclosed: \$

New address or email? Print changes on back.



STACEY W HETHERINGTON
1086 SW MAGNOLIA BLUFF DR
PALM CITY FL 34990-1973

Make Payment to: LOWE'S/SYNCHRONY BANK
P.O. BOX 530914
ATLANTA, GA 30353-0914

Transaction Summary(Continued)

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
TOTAL INTEREST FOR THIS PERIOD				\$20.96

2017 Totals Year-to-Date	
Total Fees Charged in 2017	\$102.00
Total Interest Charged in 2017	\$104.30
Total Interest Paid in 2017	\$105.18

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$1,020.38	\$20.96	2D

Important Account Information

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase from the date of purchase at a rate of 24.99% or at a rate of 26.99% if your purchase occurs on or after the effective date described in the Important Changes To Your Account Terms notice on this statement. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Regular account terms apply after promotion ends.

PLEASE READ THE IMPORTANT CHANGE-IN-TERMS NOTICE INCLUDED ON THIS BILLING STATEMENT. THIS NOTICE MAKES CHANGES TO THE CARDHOLDER AGREEMENT GOVERNING YOUR ACCOUNT.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Cardholder News and Information

Looking for a different due date? Call customer service at the phone number on your statement to determine if eligible and discuss available options.

Please Note: When contacting the Lowe's Credit Center, you must be listed as an account owner to obtain information about the account. We cannot disclose information to authorized users or third parties.

Monitor your account 24/7. Enroll in free eServicing at www.lowescredit.com and take advantage of the easy way to: view recent transactions, check your balance, update personal information and much more.

Moving? Visit Lowe's.com/moving for tools, tips and valuable offers to make your move easier.

Don't get caught by an email scam. Occasionally, criminals send emails that look like they're from a retailer, bank or other financial institution. This scam is called phishing. Phishing emails can look almost identical to real emails from Synchrony Bank. The emails try to trick people into revealing credit card or bank account numbers.

Taking these four steps can protect you from fraud and identity theft! 1) Never respond to an email with your account or social security number. 2) Upgrade to the latest Internet browsers and use anti-virus and anti-spyware software. 3) Know your account status. Don't be fooled by false claims that it is in jeopardy. 4) Remember, Synchrony Bank emails regarding your account will always display the last four digits of your account number and never ask for confidential information.

Important Changes to Your Account Terms

The following is a summary of changes that are being made to your account terms.

Unless otherwise noted, these changes will take effect on 07/05/17.

The changes below are being made to your account due to changes in market conditions. APR changes, if any, will take effect on the day after 07/05/17.

The increase in Purchase APR below will impact your account as follows:

Transactions made after 07/05/17: Any changes to APRs described below will apply to these transactions.

Transactions made on or before 07/05/17: Current APRs will continue to apply to these transactions.

Revised Terms	
APR for Purchases	26.99%

Additional Information about the APR for Purchases change

The new daily rate for purchases is .07395% (APR 26.99%).

AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR

State of Florida County of Seminole

Paola N. Medina being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am a Media Representative of Synchrony Bank formerly known as GE Capital Retail Bank. In that position, I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about **12/20/2017** Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to **Midland Funding LLC**. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

Signed this 8th day of January, 2018


Paola N. Medina

Signed and sworn to before me this 8th day of January, 2018

(Notary Stamp)



8.14.21



**CERTIFICATE OF CONFORMITY UNDER
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of Paola N. Medina was taken by Ashlie Garcia, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 8th day of January, 2018

A handwritten signature in black ink, appearing to read 'Jennifer Nelson', written over a horizontal line.

Jennifer Nelson

Attorney-at-law, State of Florida.



BILL of SALE

Midland (ENFS) – PLCC Fresh – December 2017

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Accounts Purchase Agreement (the "Agreement"), dated as of the 4th day of August, 2017 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C.; and Retail Finance Credit Services, LLC (collectively "Seller") and Midland Funding LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, the Accounts as set forth in the Notification Files, delivered by Seller to Buyer on December 20, 2017, and as further described in the Agreement. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized in the Notification Files, the Seller represents and warrants to Buyer that (i) the Account information constitutes the Seller's own business records and accurately reflects in all material respects the information in the Seller's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Seller's business to maintain and compile such data.

Synchrony Bank

By: Ken Wojcik
Ken Wojcik

Title: SVP Collections & Recovery

RFS Holding, LLC

By: Ken Wojcik
Ken Wojcik

Title: Attorney In Fact

Retail Finance Credit Services, LLC

By: Ken Wojcik
Ken Wojcik

Title Attorney In Fact

Midland Funding LLC

By: Sarah Banda
Name: Sarah Banda

Title: Vice President, Business Development

Purchase Price Reconciliation/Funding Instructions

December 20,2017

To: Midland

This FORWARD FLOW ACCOUNTS PURCHASE AGREEMENT, is made this 4th day of August, 2017 ("Effective Date"), by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holdi L.L.C.; and Retail Finance Credit Services, LLC (collectively, "Seller") and Midland Funding LLC ("Buyer with reference to the following facts and circumstances:

Portfolio	RMS NG
Agcy_Atty Code	ENFS
Total Number of Accounts	
Outstanding Balances on Transfer Date	
Cut-Off Date	December 20,2017
Transfer Date	December 20,2017
Purchase Price Factor	
Purchase Price	
0% Holdout	
Amount of Wire transfer	
Date of Funding:	December 27, 2017
Bank:	
ABA No.	
Account No:	
Account Holder:	
Location:	

AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR

State of Florida County of Seminole

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I am over 18 and not a party of this action. I am a Media Representative of Synchrony Bank formerly known as GE Capital Retail Bank. In that position, I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

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Signed this 8th day of January, 2018


Paola N. Medina

Signed and sworn to before me this 8th day of January, 2018

(Notary Stamp)


8.14.21



**CERTIFICATE OF CONFORMITY UNDER
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of Paola N. Medina was taken by Ashlie Garcia, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 8th day of January, 2018

A handwritten signature in black ink, appearing to read 'Jennifer Nelson', is written over a horizontal line.

Jennifer Nelson

Attorney-at-law, State of Florida.

Field	Field Data
Account_Number	[REDACTED]
First_and_Middle_Name	STACEY
Last_Name	HETHERINGTON
SSN	*****[REDACTED]
Birth_Date	[REDACTED]
Account_Address_1	1086 SW MAGNOLIA BLUFF DR
City	PALM CITY
State	FL
Zip_Code	34990-1973
Home_Phone_Number	[REDACTED]
Work_Phone_Number	[REDACTED]
Contract_Date	20121102
Last_Payment_Date	20170427
Last_Pay_Amount	170
Last_Purchase_Date	20151026
ChargeOff_Date	20171203
Current_Balance	1242.27

Data printed from electronic records provided by SYNCHRONY BANK pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 12/27/2017 in connection with the sale of accounts from SYNCHRONY BANK to Midland Funding, LLC.



Midland Credit
Management, Inc.

2365 Northside Drive
Suite 300
San Diego, CA 92108

04-25-2018

Stacey Hetherington
1086 SW Magnolia Bluff Dr
Palm City, FL 34990-1973

P1T1 001



Phone (855) 977-1969
Hours of Operation Sun-Th: 5am-9pm PT;
Fri-Sat: 5am-4:30pm PT;

Account Information

Original Creditor Synchrony Bank
Original Account Number [REDACTED]
MCM Account Number 8578806241
Current Balance \$1,242.27
Current Owner Midland Funding LLC

RE Synchrony Bank Lowes

Dear Stacey,

The purpose of this letter is to advise you that Midland Funding LLC is the new owner of the above-referenced account, and Midland Credit Management, Inc. ("MCM"), a debt collection company, is now the servicer of this obligation. Midland Funding LLC received an assignment of your account with the above-listed original creditor. Accordingly, all future communication regarding the account should be addressed to MCM as servicer for Midland Funding LLC and not the previous owner. No collection efforts will occur on this account for at least thirty (30) days from the date of this notice.

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

Sincerely,

Tim Bolin

Tim Bolin, Division Manager
2365 Northside Drive
Suite 300
San Diego, CA 92108

Important Disclosure Information:

This communication is from a debt collector, this is not an attempt to collect a debt.

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

Important Contact Information:

Send correspondence to:
Attn: Consumer Support Services
2365 Northside Drive
Suite 300
San Diego, CA 92108

UNOFFICIAL
DOCUMENT