

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Other Civil  
(Consumer Protection)

State of Minnesota by its Attorney General,  
Lori Swanson,

Court File No. 27-CV-11-11510  
Hon. Denise D. Reilly

Plaintiff,

vs.

**CONSENT JUDGMENT**

Midland Funding, LLC and  
Midland Credit Management, Inc.,

Defendants.

WHEREAS, Plaintiff State of Minnesota, by and through its Attorney General, Lori Swanson (the "State"), filed and served a Complaint in this matter on May 19, 2011 and an Amended Complaint on September 28, 2011 (the "Complaint") against Midland Funding, LLC and Midland Credit Management, Inc. (collectively "Defendants");

WHEREAS, Defendants deny any wrongdoing as alleged in this action;

WHEREAS, the Parties to this action have engaged in extensive discovery relating to the allegations in the Complaint, including propounding and responding to several rounds of written discovery, and undertaking more than 200 sworn depositions in anticipation of trial;

WHEREAS, the Parties wish to resolve and settle all claims relating to the allegations in the State's Complaint;

NOW, THEREFORE, the Parties stipulate and agree to entry of this Consent Judgment, as follows:

**I. DEFINITIONS.**

The following definitions shall be used in construing this Agreement:

1. The term "Defendants" means Midland Funding, LLC and Midland Credit Management, Inc.
2. The term "Minnesota Resident" means any person with a Minnesota address.
3. The term "Minnesota State Court" means and includes district courts and conciliation courts located in the State of Minnesota.
4. The term "Agreement" means this Consent Judgment.
5. The term "Parties" means the Minnesota Attorney General; Midland Funding, LLC; and Midland Credit Management, Inc.
6. The term "Charge-off" shall include the amount owed to the original creditor at the time of charge-off by the original creditor, or the amount owed to the original creditor at the time the debt was last incurred with the original creditor or the last payment was made to the original creditor.

**II. REMEDIAL RELIEF FOR PAST PRACTICES.**

7. Defendants shall complete the audit of the 1,000 cases identified by the Attorney General's Office during the discovery phase of this lawsuit that Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) filed in Minnesota State Courts against a Minnesota Resident since May 19, 2005. Defendants shall verify the following for each such case to confirm that they sued the correct person, for the correct amount, within the applicable statute of limitations period, and that the named plaintiff owned the debt:

- a. The full name of the original creditor, the full name of the original merchant or service provider if different than the original creditor, and all

- subsequent creditors, successors in interest, assignees, or purchasers of the account;
- b. Original account number;
  - c. Date on which debt was last incurred or last payment was made, and date on which the debt was charged-off by the original creditor;
  - d. Amount owed to the original creditor at time of charge-off;
  - e. Identity of the owner of the account when the lawsuit was commenced and the date on which the owner purchased the account;
  - f. Date on which the lawsuit was commenced and reliable proof of service;
  - g. Amount owed when the lawsuit was commenced, with a breakdown of principal, fees, interest rate and amount, and any other charges;
  - h. Identity of the debtor, including full name, date of birth, Social Security number, last known address provided by the original creditor and by the seller of the debt;
  - i. Reasonable basis to conclude that the person sued was the debtor; and
  - j. Information in the complaint and in any affidavits filed with the court is consistent with the information identified in Subdivisions a through i of this Paragraph.

8. Upon completion of the audit, if any material inaccuracies relating to either the identity of the Minnesota Resident, service of process, the amounts claimed to be due or owed, the applicable statute of limitations period, or the information in the complaint or any affidavits are found in individual cases, Defendants shall correct such inaccuracies. If the audit reveals systemic inaccuracies, Defendants shall identify and correct similar inaccuracies for all cases they filed in Minnesota State Courts. Defendants shall ask the court to vacate any judgments for any accounts where material inaccuracies are found or for which there is no reasonable basis to conclude that the person sued owed the debt.

9. Defendants shall complete the audit within 150 days of this Agreement. Defendants shall, within 30 days of completion of the audit, provide a report to the Attorney General's Office confirming that Defendants completed their audit. Defendants shall provide all information in Defendants' possession as to each Minnesota Resident, produce the documents reviewed to the extent not previously provided during the discovery phase of this lawsuit, and identify the individuals consulted as to each Minnesota Resident. Defendants shall identify any

accounts where material inaccuracies are found or for which there is no reasonable basis to conclude that the person sued owed the debt, and provide a copy of Defendants' request that the court vacate any judgment against any such Minnesota Resident.

10. Defendants shall cooperate with the Attorney General's Office to provide any additional information requested by the Attorney General's Office to confirm that Defendants completed their audit in a manner compliant with this Agreement. The Attorney General's Office shall have access to any and all documents and individuals that were consulted or otherwise form the basis for Defendants' report. The Attorney General's Office shall be allowed to review any such documents and to discuss the audit with any such individuals.

11. For all complaints that have been made to the State prior to the date of this Agreement by a Minnesota Resident about Defendants' litigation or collection activities that are not remedied or corrected by Defendants' remedial actions discussed in this Agreement, Defendants shall, within 10 business days of the complaint being supplied to Defendants by the Attorney General's Office, to the extent not already accomplished during the discovery phase of this lawsuit, investigate such complaints and provide the Attorney General's Office with a detailed response, including but not limited to the following information:

- a. The full name of the original creditor, the full name of the original merchant or service provider if different than the original creditor, and all subsequent creditors, successors in interest, assignees, or purchasers of the account;
- b. Original account number;
- c. Date on which debt was last incurred or last payment was made, and date on which the debt was charged-off by the original creditor;
- d. Amount owed to original creditor at time of charge-off;
- e. Identity of the current owner of the account and the date on which the current owner purchased the account;
- f. A clear and concise statement that the current owner of the account has purchased the debt and is now attempting to collect on the debt;

- g. Amount claimed to be owed to the current owner of the account, with a breakdown of principal, fees, interest rate and amount, and any other charges;
- h. A copy of the applicable contract giving rise to the debt, to the extent it is available; and
- i. Copies of the underlying account statements and other written validation and explanation of the debt, to the extent such documents are available.

12. Defendants shall act in good faith to resolve to the Minnesota Resident's satisfaction all complaints brought to their attention. In so doing, Defendants shall reasonably construe all disputed facts and circumstances in favor of the Minnesota Resident.

### **III. PROSPECTIVE INJUNCTIVE RELIEF.**

#### **A. Validation of Debts.**

13. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) will modify their current processes relating to how Defendants send validation letters to Minnesota Residents as contemplated by this paragraph. Prior to initiating legal action against a Minnesota Resident, or within five days of the initial contact with a Minnesota Resident if the initial contact is before a lawsuit is commenced, whichever is earlier, Defendants will send a validation letter to such Minnesota Resident. Defendants will undertake reasonable efforts to verify the identity and current address of the Minnesota Resident before contacting the consumer and before sending the validation letter. Defendants will send a validation letter as the first written communication each time it directs written correspondence to a new address for a Minnesota Resident. Defendants' initial written notice of an alleged debt (at times referred to as a "validation letter") to a Minnesota Resident shall include the following:

- a. The full name of the original creditor and the full name of the original merchant or service provider if different than the original creditor (Defendants will provide chain of title information upon dispute or request for verification or validation pursuant to Paragraph 16);

- b. Last four digits of the original account number, or other sufficient information to verify the identity of the original account;
- c. Identity of the current owner of the account and state the date on which the current owner purchased the account (Defendants will provide date of purchase upon dispute or request for verification or validation pursuant to Paragraph 16);
- d. A clear and concise statement that the current owner of the account has purchased the debt and is now attempting to collect on the debt;
- e. Amount claimed to be owed to original creditor at time of charge-off;
- f. Amount claimed to be owed to current owner of the account, with a breakdown of any principal or charge-off amount, any post-charge off fees, interest rate and amount, or any other charges;
- g. For any debt that is beyond the applicable statute of limitations, a statement providing written assurance to the Minnesota Resident that Defendants will not sue the alleged debtor for the debt, or a disclosure that the law limits how long the alleged debtor can be sued on a debt and that because of the age of the debt, Defendants will not sue the alleged debtor for it;
- h. For any debt that is beyond the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681c (2006), a statement to the effect that because of the age of the debt, Defendants will not report it to any credit reporting agency; and
- i. All information required by Section 809(a) of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g(a) (2006 & Supp. IV 2010).

14. If the initial written notice is returned to sender as undeliverable, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) will refrain from any collection efforts unless or until Defendants accurately verify the alleged debtor's identity and current address and send a replacement written debt validation notice to the Minnesota Resident that is not returned. Agreement to this paragraph is made with the understanding that Defendants will undertake reasonable efforts to verify the Minnesota Resident's identity and current address and will send a replacement validation notice to the address reasonably believed to be the correct address. Defendants will repeat this process and send new validation notices until such notice is not returned.

15. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall include, at a minimum, the information set forth in Subdivisions b, f, g, and h of Paragraph 13 on each written communication sent to a Minnesota Resident for purposes of collecting a debt.

16. If any time prior to Defendants' commencement of litigation a Minnesota Resident advises Defendants in writing (directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) that he or she does not owe the debt, or asks for verification or validation of the debt, or orally advises Defendants (directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) within 60 days of Defendants having sent a validation letter, that he or she does not owe the debt, or asks for verification or validation of the debt, Defendants shall promptly investigate the dispute or request, and cease all collection efforts unless or until Defendants provide the Minnesota Resident with the following information in writing:

- a. The full name of the original creditor, the full name of the original merchant or service provider if different than the original creditor, and all subsequent creditors, successors in interest, assignees, or purchasers of the account;
- b. Last four digits of the original account number, or other sufficient information to verify the identity of the original account;
- c. Date on which debt was last incurred or last payment was made, and date on which the debt was charged-off by the original creditor;
- d. Amount owed to original creditor at time of charge-off;
- e. Identity of the current owner of the account and the date on which the current owner purchased the account;
- f. A clear and concise statement that the current owner of the account has purchased the debt and is now attempting to collect on the debt;
- g. Amount claimed to be owed to the current owner of the account, with a breakdown of any principal or charge-off amount, any post-charge off fees, interest rate and amount, or any other charges;
- h. For any debt that is beyond the applicable statute of limitations, a statement providing written assurance to the Minnesota Resident that Defendants will not sue the alleged debtor for the debt, or a disclosure that the law limits how long the alleged debtor can be sued on a debt and that

because of the age of the debt, Defendants will not sue the alleged debtor for it;

- i. For any debt that is beyond the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681c, a statement to the effect that because of the age of the debt, Defendants will not report it to any credit reporting agency;
- j. A copy of the applicable contract giving rise to the debt, to the extent it is available; and
- k. Copies of the underlying account statements and other written validation and explanation of the debt, to the extent such documents are available.

17. If Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) do not substantiate that the Minnesota Resident owes the debt following their investigation, Defendants shall close the account, permanently terminate collection efforts with respect to the specific debt, request deletion of that item of information from the Minnesota Resident's credit reporting file, and shall not sell the debt. If Defendants do not complete their investigation within 30 days from receipt of the Minnesota Resident's dispute or request for verification, Defendants shall request deletion of that item from the Minnesota Resident's credit reporting file and refrain from collection efforts unless or until they complete their investigation, substantiate the debt, and provide the Minnesota Resident with the information set forth in Subdivisions a through k of Paragraph 16.

18. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall identify and preclude from litigation debts allegedly owed by Minnesota Residents that are beyond the applicable statute of limitations.

19. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall identify and preclude from credit reporting debts allegedly owed by Minnesota Residents that are beyond the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681c.



20. Defendants shall maintain records of all oral and written complaints received from Minnesota Residents about Defendants' efforts to collect debt. Defendants shall implement policies and procedures to ensure that their agents also maintain such records. For purposes of this paragraph, a "complaint" is any communication from a Minnesota Resident or a Minnesota Resident's representative expressing concern about collection-related conduct or about the amount or validity of the debt being collected.

**B. Service of Process.**

21. No more than 10 business days before Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) initiate service of a lawsuit against a Minnesota Resident in Minnesota State Court, Defendants shall take reasonable steps to verify the identity and current address of the alleged debtor.

22. For direct personal service of a lawsuit on a Minnesota Resident under Minnesota Rule of Civil Procedure 4.03(a), or for substitute personal service of a lawsuit on a Minnesota Resident by leaving a copy with a person of suitable age and discretion residing at the alleged debtor's usual place of abode under Minnesota Rule of Civil Procedure 4.03(a), Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall require their process servers (or if the process server is the sheriff, request the sheriff) to record in affidavits of service the name of the person served. If the person served refuses to give his or her name, Defendants shall require the process server (or if the process server is the sheriff, request the sheriff) to record in the affidavit of service a detailed description of the person served, including but not necessarily limited to gender, approximate age, height, and hair color.

23. For all Minnesota Residents served with a lawsuit by substitute personal service by leaving a copy with a person of suitable age and discretion residing at the alleged debtor's usual place of abode under Minnesota Rule of Civil Procedure 4.03(a), Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall, within 7 business days of such service, if by private process server or within 7 business days of Defendants' notice of such service if accomplished by sheriff or other non-private process server, send to the alleged debtor by first class mail a copy of the lawsuit. Defendants shall require private process servers (or if the process server is the sheriff, request the sheriff) to provide prompt notice of service.

24. For all Minnesota Residents served with a conciliation court summons, by means other than service by the conciliation court itself, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall serve the summons on the alleged debtor by personal service or by certified mail return receipt requested. Defendants shall file with the conciliation court administrator an affidavit of personal service or the certified mail receipt and return receipt as proof of service unless service was made by the conciliation court itself.

**C. Contents of Lawsuits.**

25. In any collection action in a Minnesota State Court against a Minnesota Resident, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) will not pursue litigation or otherwise collect on accounts where the named plaintiff is not the rightful owner of the account.

26. In any collection action in a Minnesota State Court against a Minnesota Resident, Defendants (whether acting directly or through any business entity, corporation, division,

affiliate, agent, servant, officer, employee, or other device) shall implement policies and procedures to ensure that their counsel include in their complaint or their summons and statement of claims the information set forth in Subdivisions a through g of Paragraph 16 to help the Minnesota Resident identify the origin of the debt. Defendants shall implement policies and procedures to ensure that each complaint and each summons and statement of claims contains the date on which it was signed.

27. When signing a conciliation court summons and statement of claims, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall ensure that the summons and statement of claims is signed in the presence of a certified notary or a court administrator who acknowledges the signature in a manner compliant with Minnesota General Rules of Practice 507(a).

**D. Default Judgments.**

28. At least 10 business days prior to requesting entry of a default judgment by a Minnesota State Court against a Minnesota Resident, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall send a copy of their application and all supporting papers by first class mail to the Minnesota Resident. No more than 10 business days prior to sending such papers, Defendants will take reasonable steps to update and verify the Minnesota Resident's identity and current address.

29. If a Minnesota Resident responds orally or in writing to a lawsuit commenced by Defendants, to dispute or deny liability for a debt or to request validation, but such response is not an "answer" as set forth in the Minnesota Rules of Civil Procedure, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant,

officer, employee, or other device) shall not pursue a default judgment until they have reviewed the matter based on the contents of the Minnesota Resident's response, and have provided the alleged debtor with information in writing relevant to his or her response, including but not limited to the information set forth in Subdivisions a through g of Paragraph 16, and Subdivisions j and k of Paragraph 16 to the extent the information set forth in Subdivisions j and k is available.

30. If a Minnesota Resident responds orally or in writing to a lawsuit commenced by Defendants, disputing the debt, denying liability for the debt, or requesting validation, but such written response is not an "answer" as set forth in the Minnesota Rules of Civil Procedure, Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall not pursue a default judgment unless or until Defendants have provided the Minnesota Resident with written notice stating that:

- a. The Minnesota Resident has not provided a written answer to the complaint denying some or all of the allegations in the complaint;
- b. Defendants may seek a default judgment unless the Minnesota Resident serves a written answer denying some or all of the allegations in the complaint;
- c. Defendants will refrain from seeking a default judgment for 30 days from the date of this written notice to allow the Minnesota Resident time to seek legal counsel, answer the complaint, and/or set up a suitable repayment plan; and
- d. If no answer is received within 30 days, Defendants may ask the court to enter a default judgment against the Minnesota Resident.

31. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall not pursue a default judgment against a Minnesota Resident without providing the court with a description of the Minnesota Resident's written response and stating the existence of any oral communications.

**E. Garnishment and Levy.**

32. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall follow the statutory requirements for garnishment and levy against a Minnesota Resident, including, but not limited to, the requirement that a copy of the garnishment summons and copies of all garnishment papers served on the garnishee must be served by mail at the last known address of the debtor not later than five days after the service is made upon the garnishee pursuant to Minn. Stat. § 571.72, subd. 4 (2012).

33. No more than 10 business days before Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) initiate a garnishment or levy against a Minnesota Resident, Defendants shall take reasonable steps to verify the identity and current address of the alleged debtor.

**F. Affidavits.**

34. When Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) file an affidavit in a collection action in a Minnesota State Court, the purpose of which is to describe the substance of the obligation alleged to be owed by a Minnesota Resident, the affidavit shall contain, at a minimum, the information set forth in Subdivisions a through g of Paragraph 16.

35. Defendants (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall not sign any affidavit to be used as a means of collecting debt from a Minnesota Resident or to be filed in any lawsuit against a Minnesota Resident without:

- a. Reading and understanding all information in the affidavit;

- b. Reviewing any attachments to the affidavit, and comparing the attachments to Defendants' account records to confirm that the correct documents have been attached and are true and correct copies of documents contained within Defendants' records;
- c. Confirming that the affidavit contains only statements based upon the affiant's personal knowledge and that it identifies the basis for the affiant's knowledge; and
- d. Signing in the presence of a certified notary, who acknowledges the affiant's signature in a manner consistent with Minn. Stat. § 358.07(10) (2012).

#### **IV. MONETARY AWARD.**

36. Within 10 business days from the date the Court enters this Consent Judgment, Defendants shall pay to the State of Minnesota \$500,000.00 pursuant to Minn. Stat. § 8.31 (2012).

#### **V. MISCELLANEOUS PROVISIONS.**

37. Defendants have been advised by their legal counsel of the meaning and effect of this Agreement.

38. Gregory Call declares that he is an officer of Midland Funding, LLC and Midland Credit Management, Inc., and is authorized to enter into this Agreement on their behalf.

39. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic copy in any image format.

40. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the Attorney General, by execution of this Agreement, hereby fully and completely releases Midland Funding, LLC and Midland Credit Management, Inc., including their employees, officers, directors, successors, assignees, affiliates, merged or acquired predecessors, parent, and subsidiaries of any and all claims that were or could have been brought by the Attorney General under her authority connected with or arising out of the allegations in the Complaint in the

above-captioned action, up to and including the date of entry of this Agreement by the Court. The Attorney General through this Agreement does not settle, release, or resolve any claim against Defendants or any other person or entity involving any private causes of action, claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31.

41. Within 10 days from entry of this Agreement by the Court, the Parties shall file a stipulation of dismissal with prejudice in the above-captioned action pursuant to Rule 41.01(a)(2) of the Minnesota Rules of Civil Procedure.

42. Defendants shall cooperate with, respond to inquiries of, and provide information to the Attorney General in a timely manner as necessary for the enforcement of this Agreement.

43. Any failure by any of the Parties to insist on performance by any of the other Parties of any provision of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement.

44. Each of the Parties is represented by counsel, participated in the drafting of this Agreement, and each agrees that the Agreement may not be construed against or in favor of any of the Parties by virtue of draftsmanship.

45. Defendants shall comply with all applicable state and federal laws relating to debt collection.

46. This Agreement, including any issues relating to interpretation or enforcement, shall be governed by the laws of Minnesota. The Court shall retain jurisdiction to enforce the provisions of this Agreement.

47. This Agreement is not intended to create or limit any legal rights or remedies for any third party or grant or limit any legal rights or remedies of any nature of any third party.

48. Defendants shall begin implementing this Agreement immediately, but in no event shall Defendants take more than 180 days from the effective date of this Agreement to implement any changes to effect the requirements of this Agreement.



49. Defendants will adhere to this Agreement for a minimum of 72 months and thereafter will deviate from its provisions only upon the improvement of their practices in favor of the consumer or through the enactment of rules by regulators of the debt collection industry that impose requirements that exceed the provisions of this Agreement.

Dated: DEC. 12, 2012

Midland Funding, LLC

By: [Signature]  
Its: SECRETARY

Dated: DEC. 12, 2012

Midland Credit Management, Inc

By: [Signature]  
Its: SVP, GENERAL COUNSEL

Dated: \_\_\_\_\_, 2012

Lori Swanson  
Attorney General  
State of Minnesota

By: \_\_\_\_\_  
David Cullen  
Assistant Attorney General

Based upon the above Stipulation, IT IS SO ORDERED:

Dated: \_\_\_\_\_, 2012

BY THE COURT:

\_\_\_\_\_  
Denise D. Reilly  
Judge of District Court

LET JUDGMENT BE ENTERED ACCORDINGLY.

49. Defendants will adhere to this Agreement for a minimum of 72 months and thereafter will deviate from its provisions only upon the improvement of their practices in favor of the consumer or through the enactment of rules by regulators of the debt collection industry that impose requirements that exceed the provisions of this Agreement.

Dated: \_\_\_\_\_, 2012

Midland Funding, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_


Dated: \_\_\_\_\_, 2012

Midland Credit Management, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: Dec. 12, 2012

Lori Swanson  
Attorney General  
State of Minnesota

By:   
David Cullen  
Assistant Attorney General

Based upon the above Stipulation, IT IS SO ORDERED:

Dated: \_\_\_\_\_, 2012

BY THE COURT:

\_\_\_\_\_  
Denise D. Reilly  
Judge of District Court

LET JUDGMENT BE ENTERED ACCORDINGLY.

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Dated: \_\_\_\_\_, 2012

Midland Funding, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2012

Midland Credit Management, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2012

Lori Swanson  
Attorney General  
State of Minnesota

By: \_\_\_\_\_  
David Cullen  
Assistant Attorney General

Based upon the above Stipulation, IT IS SO ORDERED:

Dated: Dec. 12, 2012

BY THE COURT:

  
Denise D. Reilly  
Judge of District Court

LET JUDGMENT BE ENTERED ACCORDINGLY.