

MIDLAND FUNDING LLC  
Plaintiff,

vs.

IN THE COUNTY COURT OF THE  
NINTH JUDICIAL CIRCUIT IN  
AND FOR ORANGE COUNTY, FLORIDA  
CASE NO.:

NORBERT RYBARCZYK  
Defendant. /

**COMPLAINT**

Plaintiff MIDLAND FUNDING LLC sues Defendant NORBERT RYBARCZYK and alleges:

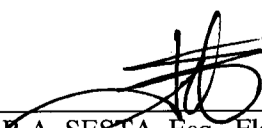
1. Damages in this action do not exceed \$5,000, exclusive of interest and court costs.
2. Plaintiff is a Delaware Limited Liability Company, authorized to do business in Florida.
3. Defendant is an individual, a resident of ORANGE County, and is sui juris.
4. Defendant's CITIBANK, N.A. account, number [REDACTED] 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 CITIBANK, N.A. was opened on August 15, 2013. CITIBANK, N.A. last received payment on March 27, 2015. 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 \$1,669.68 is correct and properly due. A copy of the final account statement is attached.
13. Defendant owes Plaintiff the principal balance of \$1,669.68 and the costs of bringing this action.

WHEREFORE, Plaintiff demands judgment against Defendant for damages in the amount of \$1,669.68, and the costs of this suit.

  
\_\_\_\_\_  
JENNIFER A. SESTA, Esq., Fla. Bar 966339 \_\_\_\_\_

Jennifer.Sesta@mcmcg.com

VALERIA OBI, Esq., Fla. Bar 106554 \_\_\_\_\_

Valeria.Obi@mcmcg.com

PAYAL CHATANI, Esq., Fla. Bar 25285 \_\_\_\_\_

Payal.Chatani@mcmcg.com

SEAN FISHER, Esq. Fla. Bar 95956 \_\_\_\_\_

Sean.Fisher@mcmcg.com

MOLLY FITZPATRICK, Esq. Fla. Bar 103529 \_\_\_\_\_

Molly.Fitzpatrick@mcmcg.com

Attorneys for Plaintiff

PO BOX 290335

TAMPA FL 33687

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

E-service address: IL\_FL@mcmcg.com

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
BEST BUY CREDIT SERVICES  
PO Box 790441, St. Louis, MO 63179



**My Best Buy**  
Credit Card

**Customer Service:**  
bestbuy.accountonline.com  
**Account Inquiries:**  
1-888-620-5879

Account Number: [REDACTED]

## Summary of Account Activity

Previous Balance	\$1,596.13
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$38.55
New Balance	\$1,669.68
Past Due Amount	\$442.64

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$669.68
Statement Closing Date	10/27/2015
Next Statement Closing Date	11/26/2015
Days in Billing Cycle	32

## Payment Information

New Balance	\$1,669.68
Minimum Payment Due	\$533.16
Payment Due Date	November 21, 2015

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

**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	8 years	\$3,230
\$70	3 years	\$2,509 (Savings=\$721)

If you would like information about credit counseling services, call 1-877-337-8188.

You must pay your promotional balance of \$51.09 in full by 06/21/16 to avoid paying deferred interest charges.

Please update your phone number, including cell phone number on the back of the payment coupon.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

## TRANSACTIONS

Trans Date	Description	Reference #	Amount
<b>FEES</b>			
10/21	LATE FEE		\$ 35.00
TOTAL FEES FOR THIS PERIOD			\$ 35.00

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PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4.

Page 1 of 4

This Account Is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



PO BOX 6204  
SIOUX FALLS, SD 57117-6204

Your Account Number is [REDACTED]



**Pay your bill and more via your  
Account Online**

bestbuy.accountonline.com

Payment Due Date	November 21, 2015
New Balance	\$1,669.68
Past Due Amount†	\$442.64
Minimum Payment Due	\$533.16

Amount Enclosed: \$ [REDACTED]

† Past Due Amount is included in the Minimum Payment Due.  
Please print address changes on the reverse side.

Make Checks Payable to ▼

Statement Enclosed

NORBERT RYBARCZYK  
18144 BELLEZZA DR  
ORLANDO, FL 32820-1422

BEST BUY CREDIT SERVICES  
PO BOX 9001007  
LOUISVILLE, KY 40290-1007

**Information About Your Account.**

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your **New Balance** by the payment due date each month. This is called a grace period on purchases. If you do not pay the **New Balance** in full by the payment due date, you will not get a grace period on purchases until you pay the **New Balance** in full for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a reduced rate credit plan, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the **New Balance** (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle. Deferred interest offers may also be called **Same As Cash** or **No Interest**.

In addition, certain promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If that is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

**Other Account and Payment Information.**

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Mail Address shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

**Payment Other Than By Mail.**

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire **New Balance** the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **AutoPay.** Sign up at Account Online to have your payment amount automatically deducted each month from the account you choose. Your card account will be credited on the due date with that amount.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **Express Mail.** Send payment by courier or express mail to: Payments Department, 1500 Boltonfield Street, Columbus, OH 43228. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

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PLEASE SEE IMPORTANT INFORMATION ON PAGE 4

BBY PL NA AUG13 -- 2

**Please provide change of address and update/add your phone numbers here:** (Use blue or black ink.)

\*Cell:

\*Home:

**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: \*\*\*\* \* 3085

**TRANSACTIONS (cont.)**

Trans Date	Description	Reference #	Amount
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**INTEREST CHARGED**

10/27	INTEREST CHARGE ON PURCHASES		S 38.55
TOTAL INTEREST FOR THIS PERIOD			S 38.55

2015 Totals Year-to-Date	
Total Fees Charged in 2015	\$305.52
Total Interest Charged in 2015	\$462.17

PROMOTIONS	Original Trans Amount	Trans Date	Previous Promotion Balance	Payments and Credits	Billed Interest Charges	New Promotion Balance	Promo Monthly Payment	Deferred Interest Charges	Expiration Date
NO INT W/PYMTS FOR 18 MOS	\$53.22	11/20/14	\$51.09	-	-	\$51.09	\$4.16	\$15.45	06/21/16

INTEREST CHARGE CALCULATION		Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	27.99% (M)(V)	\$1,571.21	\$38.55
NO INT W/PYMTS FOR 18 MOS	27.99% (M)(V)	-	-
(V) = Variable Rate			

308502

**Credit Reporting Disputes.** If you think we reported inaccurate information to a credit bureau write us at the Customer Service address shown on Page 1.

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

**What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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

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N - - - -/- 0 - - YA1B - V - -/- - - 0 - 0 - -

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
BEST BUY CREDIT SERVICES  
PO Box 790441, St. Louis, MO 63179

my

**My Best Buy™**  
Credit Card

**Customer Service:**  
bestbuy.accountonline.com  
**Account Inquiries:**  
1-888-574-1301

Account Number: [REDACTED]

## Summary of Account Activity

Previous Balance	\$1,148.38
Payments	-\$150.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$12.13
New Balance	\$1,010.51
Past Due Amount	\$0.00

Credit Limit	\$1,000.00
Available Credit	\$0.00
Amount Over Credit Limit	\$10.51
Statement Closing Date	03/27/2015
Next Statement Closing Date	04/26/2015
Days in Billing Cycle	31

## Payment Information

New Balance	\$1,010.51
Minimum Payment Due	\$25.52
Payment Due Date	April 21, 2015

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

**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	9 years	\$2,954
\$50	3 years	\$1,809 (Savings=\$1,145)

If you would like information about credit counseling services, call 1 877 337 8187.

## FLEXIBLE FINANCING OR REWARDS

Enjoy all of the benefits that come with your My Best Buy® Credit Card. Visit [BestBuy.com/CreditCard](http://BestBuy.com/CreditCard) to learn more.

You must pay your promotional balance of \$487.50 in full by 07/21/15 to avoid paying deferred interest charges.

You must pay your promotional balance of \$51.09 in full by 06/21/16 to avoid paying deferred interest charges.

Please note, your total account balance is over your credit limit by \$10.51.



**PRICE MATCH GUARANTEE**

## WE WON'T BE BEAT ON PRICE

We'll match the product prices of key online and local competitors. Learn more at [BestBuy.com](http://BestBuy.com).

BHN 18

PLEASE SEE IMPORTANT INFORMATION ON PAGES 2 AND 4.

Page 1 of 6

This Account is issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



PO BOX 6204  
SIOUX FALLS, SD 57117-6204

Statement Enclosed

Your Account Number is [REDACTED]



Payment Due Date	April 21, 2015
New Balance	\$1,010.51
Past Due Amount	\$0.00
Minimum Payment Due	\$25.52

Amount Enclosed: \$

Please print address changes on the reverse side.  
Make Checks Payable to ▼

NORBERT RYBARCZYK  
18144 BELLEZZA DR  
ORLANDO, FL 32820-1422

BEST BUY CREDIT SERVICES  
PO BOX 183195  
COLUMBUS, OH 43218-3195

#### Information About Your Account.

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. If you do not pay the New Balance in full by the payment due date, you will not get a grace period on purchases until you pay the New Balance in full for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a reduced rate credit plan, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle. Deferred interest offers may also be called Same As Cash or No Interest.

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**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

#### Other Account and Payment Information.

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Mail Address shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

#### Payment Other Than By Mail.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **AutoPay.** Sign up at Account Online to have your payment amount automatically deducted each month from the account you choose. Your card account will be credited on the due date with that amount.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **Express Mail.** Send payment by courier or express mail to: Payments Department, 1500 Boltonfield Street, Columbus, OH 43228. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

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PLEASE SEE IMPORTANT INFORMATION ON PAGE 4

BBY PL NA AUG13 - 2

Page 2 of 6

Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)

\*Cell:

\*Home:

**\*Phone:** If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree to receive calls and messages such as, pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

my **BEST BUY**

+ MORE **REWARDS**  
+ MORE **EXCLUSIVES**  
+ MORE **MOBILE**

To learn more visit **BestBuy.com/MyBestBuy**

Account: \*\*\*\* \* 3085

You're an important Citibank customer with multiple accounts, so we're pleased to introduce Citi Client First – which allows you to manage all of your accounts with a single phone call. An Account Specialist is here to listen and help. All you have to do is call! Please contact us Monday – Friday 7:00AM – 10:00PM; Saturday 7:00AM – 7:00PM; Sunday 8:00AM – 7:00PM Central time at 1-866-680-8625 to speak with an Account Specialist for more information.

Please update your phone number, including cell phone number on the back of the payment coupon.

#### TRANSACTIONS

Trans Date	Description	Reference #	Amount
03/01	PAY-BY-PHONE PAYMENT DEERFIELD IL	P9194001XEYB1QRY6	\$ 120.00-
03/27	PAY-BY-PHONE PAYMENT DEERFIELD IL	P9194002NEYB19631	\$ 30.00-

#### FEES

TOTAL FEES FOR THIS PERIOD	\$ 0.00
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#### INTEREST CHARGED

03/27	INTEREST CHARGE ON PURCHASES	\$ 12.13
TOTAL INTEREST FOR THIS PERIOD		\$ 12.13

2015 Totals Year-to-Date	
Total Fees Charged in 2015	\$70.00
Total Interest Charged in 2015	\$38.52

PROMOTIONS	Original Trans Amount	Trans Date	Previous Promotion Balance	Payments and Credits	Billed Interest Charges	New Promotion Balance	Promo Monthly Payment	Deferred Interest Charges	Expiration Date
NO INT W/PYMTS FOR 18 MOS	\$500.50	01/08/14	\$487.50	-	-	\$487.50	-	\$199.13	07/21/15
NO INT W/PYMTS FOR 18 MOS	\$53.22	11/20/14	\$52.15	\$1.06-	-	\$51.09	\$0.52	\$5.40	06/21/16

INTEREST CHARGE CALCULATION		Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	27.99% (M)(V)	\$510.18	\$12.13
NO INT W/PYMTS FOR 18 MOS	27.99% (M)(V)	-	-
NO INT W/PYMTS FOR 18 MOS	27.99% (M)(V)	-	-
(V) = Variable Rate			

# FREE STORE PICKUP



#### SHIP TO STORE

Out of stock at your local Best Buy® store, but available online? Ship to Store can get it there with free shipping. Excludes music, DVDs, video games and other select items.



#### FRIENDS & FAMILY PICKUP

Avoid out-of-the-way trips to the store, or order online and ship to any Best Buy store with Friends & Family Pickup. Excludes mobile phones.



#### WAREHOUSE PICKUP

Avoid delivery charges and scheduling conflicts by picking up your items at a Best Buy warehouse near you. Excludes mobile phones.

MORE **OPTIONS.** MORE **SAVINGS.** MORE **CONVENIENCE.™**

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### ***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

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

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

T0417B - HN - 9038-7001-2002 -#/- 0-0-51 -#/- 0-0-V -#/- 0-0-1-0-0-410 -#/- 02/25/15 - 08/31/13 - 19 - February 24, 2015  
N - - - #/- 0-0-YA1B-V - -#/- . . . 0-0- -

dyson

## Purchase power

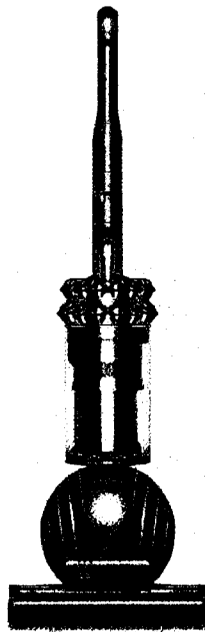
Purchase new Dyson technology with your My Best Buy® Credit Card today and receive special financing. Explore the full range of Dyson offerings at [Bestbuy.com/discoverdyson](http://Bestbuy.com/discoverdyson).



**Dyson Hot + Cool**  
Jet Focus

Fast even room heating.  
Powerful personal cooling.  
Now with Jet Focus control.

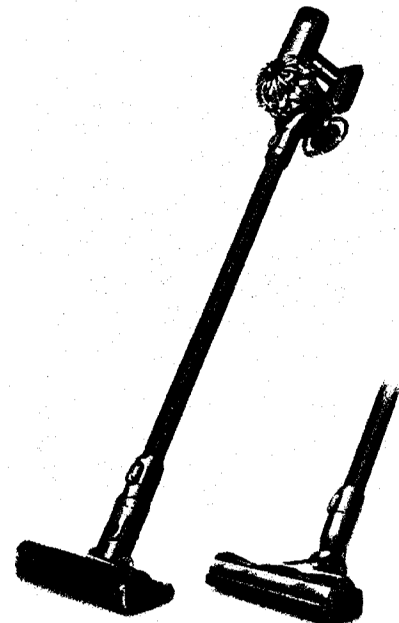
Price \$449.99



**Dyson Cinetic Big Ball**  
Animal + Allergy

All others lose suction.  
Only Dyson Cinetic™ science doesn't.

Price \$699.99



**Dyson V6**  
Absolute

Two Dyson-engineered cleaner heads.  
Large debris to fine dust.  
Carpets to hard floors.  
HEPA filtration to capture allergens.

Price \$599.99

\*Historically, manufacturers based "no loss of suction" claims on a single test that can be completed before a vacuum's bin is full. We repeat that test to bin full 100s of times consecutively, amounting to 10 years' worth of test dust, to ensure vacuums containing Dyson Cinetic™ science maintain constant suction.

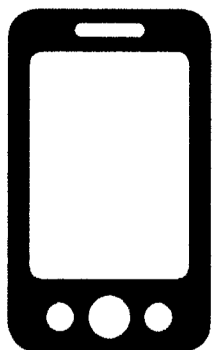


**5%**  
**BACK**  
IN REWARDS



**12**  
MONTH FINANCING  
ON STOREWIDE PURCHASES  
**\$399 AND UP**

\*Get 2.5 points (1 base point plus 1.5 bonus points) per \$1 spent (5% back in rewards) on qualifying Best Buy® purchases when you choose Standard Credit with your Best Buy Credit Card. Points are not awarded on promotional credit purchases. Does not include tax. Other restrictions apply. See My Best Buy® Program Terms for details. 564



# GET ALERTS ON YOUR PHONE

Get text message alerts when your statement is ready or your payment is due. It's easy to set up and you'll never miss a due date again.

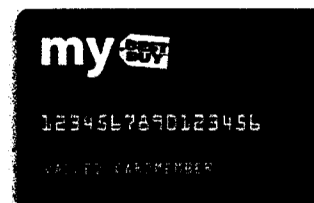
Visit **BestBuy.AccountOnline.com** to add a phone number to your account today.

862

## MORE USERS MORE POINTS **MORE REWARDS**

Add one or more authorized users to your My Best Buy™ Credit Card account to collect points faster.

**Log into BestBuy.AccountOnline.com and go to "Account Profile" to request a card for additional authorized users.**



871

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT dated December 16, 2015, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Atlantic Credit & Finance Special Finance Unit, LLC, organized under the laws of the Commonwealth of Virginia, with its headquarters/principal place of business at 3353 Orange Avenue, Roanoke, VA 24012 ("Buyer").


For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated April 30, 2014, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

**Citibank, N.A.**

By: Pat Hall  
(Signature)

Name: Patricia Hall

Title: Financial Acct Mgr.






**AFFIDAVIT OF SALE OF ACCOUNT  
BY ORIGINAL CREDITOR**

**State of South Dakota  
County of Minnehaha**

Patricia Hall, being duly sworn, deposes and says:

I am the Financial Account Manager of Citibank, N.A. ("CBNA") located at 701 East 60th Street North, Sioux Falls, SD 57117, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about December 16, 2015, CBNA sold a pool of charged-off accounts (the Accounts) by a  Purchase and Sale Agreement and a Bill of Sale to Atlantic Credit & Finance Special Finance Unit, LLC. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

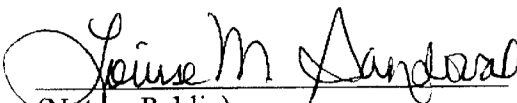
Signed this 4<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Patricia Hall

Sworn before me this 4<sup>th</sup> day of Jan, 2016.

LOUISE M. SANDOVAL  
Notary Public  
South Dakota  
SEAL

(Notary Seal/Stamp)

  
\_\_\_\_\_  
(Notary Public)

My Commission Expires: 3/12/18




**CERTIFICATE OF CONFORMITY**

**STATE OF SOUTH DAKOTA  
CITY OF SIOUX FALLS**

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of South Dakota and is a resident of Sioux Falls, in the State of South Dakota; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of South Dakota; that the foregoing acknowledgment by Patricia Hall named in the foregoing instrument taken before Louise M. Sandoval, a Notary in the State of South Dakota was taken in the manner prescribed by such laws of the State of South Dakota, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

1/4/16  
Date

  
\_\_\_\_\_  
David L. Zimbeck  
Attorney at Law in the State of South Dakota

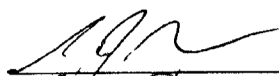
BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ATLANTIC CREDIT & FINANCE SPECIAL FINANCE UNIT, LLC, a Virginia limited liability company, ("Seller") hereby sells, assigns, transfers, conveys and delivers to MIDLAND FUNDING LLC, a Delaware limited liability company ("Buyer") all rights, title and interests in and to each and every one of the purchased accounts described in the purchased accounts files identified on Schedule A, attached hereto and incorporated by this reference ("Purchased Accounts").

To the best of Seller's knowledge and belief, all of the information contained in the files for the Purchased Accounts, Seller's chain of title file, 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 the files for the Purchased Accounts, Seller's chain of title file, and 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 the files for the Purchased Accounts, Seller's chain of title file, and Seller's accounts information have been kept in the regular course of Seller's business, and were 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.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of January 13, 2016.

ATLANTIC CREDIT & FINANCE SPECIAL  
FINANCE UNIT, LLC,  
a Virginia limited liability company

By:   
Name: Shadan Thomas  
Title: General Manager

Buyer hereby accepts and agrees to all matters set forth herein.

MIDLAND FUNDING LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ATLANTIC CREDIT & FINANCE SPECIAL FINANCE UNIT, LLC, a Virginia limited liability company, ("Seller") hereby sells, assigns, transfers, conveys and delivers to MIDLAND FUNDING LLC, a Delaware limited liability company ("Buyer") all rights, title and interests in and to each and every one of the purchased accounts described in the purchased accounts files identified on Schedule A, attached hereto and incorporated by this reference ("Purchased Accounts").

To the best of Seller's knowledge and belief, all of the information contained in the files for the Purchased Accounts, Seller's chain of title file, 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 the files for the Purchased Accounts, Seller's chain of title file, and 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 the files for the Purchased Accounts, Seller's chain of title file, and Seller's accounts information have been kept in the regular course of Seller's business, and were 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.


IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of January 13, 2016.

ATLANTIC CREDIT & FINANCE SPECIAL  
FINANCE UNIT, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Buyer hereby accepts and agrees to all matters set forth herein.

MIDLAND FUNDING LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: ADAM SRAGOVIC \_\_\_\_\_  
Title: ASST. TREASURER \_\_\_\_\_



SCHEDULE A

Purchased Accounts

Name	Date	Number of Accounts	Aggregate unpaid Balance

## AFFIDAVIT OF TRANSFER OF ACCOUNTS

Commonwealth of Virginia, City of Roanoke

I, Shawn Thomas, being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the General Manager of Atlantic Credit & Finance, Inc., sole member of Atlantic Credit & Finance Special Finance Unit, LLC. In that capacity, I have access to certain books and records of Atlantic Credit & Finance Special Finance Unit, LLC, and am generally aware of the process relating to Atlantic Credit & Finance Special Finance Unit, LLC's electronically stored business records.

Atlantic Credit & Finance Special Finance Unit, LLC owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Atlantic Credit & Finance Special Finance Unit, LLC. The statements set forth herein are true and correct based on either personal knowledge or a personal review of the business records of Atlantic Credit & Finance Special Finance Unit, LLC.

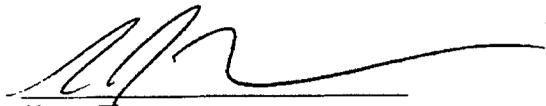
On August 6, 2014, Encore Capital Group, Inc., the parent company of Midland Funding LLC, acquired Atlantic Credit & Finance, Inc. Pursuant to the acquisition, Encore Capital Group, Inc. also acquired Atlantic Credit & Finance Special Finance Unit, LLC, a wholly owned subsidiary to Atlantic Credit & Finance, Inc.

Pursuant to the acquisition, on August 6, 2014, Atlantic Credit & Finance Special Finance Unit, LLC transferred a pool of charged-off accounts (the "Accounts") to Midland Funding LLC. Pursuant to the corporate acquisition, Atlantic Credit & Finance Special Finance Unit, LLC assigned and transferred to Midland Funding LLC good and marketable title to the Accounts and any unpaid balance free and clear of all liens, encumbrances, security interests and pledges of any kind. I am not aware of any errors in the Accounts.

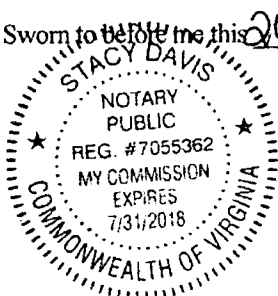
In connection with the transfer of the Accounts, electronic and other records were transferred to or otherwise made available to Midland Funding LLC (the "Transferred Records"). The Transferred Records are kept by Atlantic Credit & Finance Special Finance Unit, LLC in the regular course of business, and it was in the regular course of business of Atlantic Credit & Finance Special Finance Unit, LLC for an employee or representative with personal knowledge of, or from information transmitted by someone with personal knowledge of, the act, event, condition, or opinion recorded to make memoranda or records thereof, and the memoranda or records were made at or near the time the information was received by Atlantic Credit & Finance Special Finance Unit, LLC or the time of the act, event, condition or opinion recorded, or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Atlantic Credit & Finance Special Finance Unit, LLC as a business record and the accuracy of such records are relied upon by Atlantic Credit & Finance Special Finance Unit, LLC in the regular course of business.

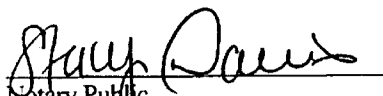
The above statements are true to the best of my knowledge.

Signed this 26 day of May, 2015

  
Shawn Thomas

Sworn to before me this 26 day of May, 2015

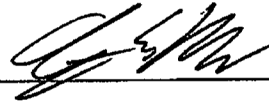


  
Notary Public

### CERTIFICATE OF CONFORMITY

I, Christopher Miller, an attorney-at-law of the State of Virginia who resides in the State of Virginia and is fully acquainted with the laws of the State of Virginia pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this Certificate of Conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Stacy Davis, a notary public in the State of Virginia, in the manner prescribed by the laws of the State of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 26 day of May, 2015.

A handwritten signature in cursive script, appearing to read 'C. Miller', is written over a horizontal line.

Attorney at Law, State of Virginia

Field	Field Data
Original Account Number	██████████
SSN	*****██████
FullName	RYBARCZYK, NORBERT
Address1	18144 BELLEZZA DR
City	ORLANDO
State	FL
Zip	32820-1422
HomePhone	██████████
Open Date	08/15/2013
Charge Off Date	10/28/2015
Charge Off Balance	1669.68
Sale Amount	1669.68
Last Payment Amount	30.00
Last Payment Date	03/27/2015

Data printed from electronic records provided by Atlantic Credit & Finance Special Finance Unit, LLC pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 1/13/2016 in connection with the sale of accounts from Atlantic Credit & Finance Special Finance Unit, LLC to Midland Funding, LLC.



**Midland Credit  
Management, Inc.**

2365 Northside Drive, Suite 300, San Diego, CA 92108

001 Norbert Rybarczyk  
P2T8 18144 Bellezza Dr  
Orlando, FL 32820-1422



Phone.....(855) 977-1969  
Hours of Operation.....M – Th: 5:00am – 9:00pm PST  
Fri: 5:00am – 4:30pm PST  
Sat: 5:00am – 4:30pm PST  
Sun: 5:00am – 9:00pm PST  
  
Current Owner.....MIDLAND FUNDING LLC  
Original Creditor.....Citibank, N.A.  
Original Account Number.....[REDACTED]  
  
MCM Account Number.....[REDACTED]  
Current Balance.....\$1,669.68

01-29-2016

RE: Citibank, N.A. / Best Buy

Dear Norbert,

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 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,

C. Weber, Division Manager  
2365 Northside Drive, Suite 300,  
San Diego, CA 92108



**Important Disclosure Information:**

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

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

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