

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Amanda Pierni, individually and on behalf of all	:	
others similarly situated,	:	
	:	
<i>Plaintiff,</i>	:	
	:	
vs.	:	C.A. No.
	:	
Midland Credit Management Inc.	:	
	:	
<i>Defendant.</i>	:	

DEFENDANT’S NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1441, 28 U.S.C. § 1446 and 28 U.S.C. § 1331, defendant Midland Credit Management Inc. (“MCM” or “Defendant”), by and through its undersigned counsel, for the purpose of removing this case from the Superior Court of the Commonwealth of Massachusetts for Plymouth County to the United States District Court for the District of Massachusetts, respectfully states:

1. State Court Action.

Plaintiff Amanda Pierni, individually and on behalf of all others similarly situated (“Plaintiff”) filed a *Class Action Complaint for Damages for Violations of the Fair Debt Collection Practices Act, 15 U.S. C. §§ 1692, et seq.* (“Complaint”) against defendant on February 17, 2023 in the Superior Court of the Commonwealth of Massachusetts, Plymouth County, which was assigned Civil Action No. 2383CV-00150. Pursuant to 28 U.S.C. § 1446(a), a copy of Plaintiff’s Complaint and all other process and pleadings received in this action are attached hereto as **Exhibit A**.

2. **Federal Jurisdiction.**

A. *Federal Question.*

This Court has jurisdiction over this civil action based on federal question jurisdiction pursuant to 28 U.S. C. § 1331. Plaintiff asserts that Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”). See **Exhibit A**, Complaint at ¶¶ 5-6; 9; 29-32; 34; 56-57.

A civil action filed in state court may be removed to federal district court if at least one of the claims asserted therein “aris[es] under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1441(c)(1)(A).

The Plaintiff’s claims for violations of the FDCPA arises under federal law and, therefore, this Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1441(a).

3. **Prior Federal Court Action.** The Plaintiff previously filed a nearly identical action in this Court at Docket No. 1:22-cv-12021. Plaintiff voluntarily dismissed the prior action on January 27, 2023.

4. **Proper Venue.** Venue is proper in the United States District Court for the District of Massachusetts because the Plymouth County Superior Court is located within the Eastern Division of the United States District Court for the District of Massachusetts. 28 U.S.C. § 1441(a).

5. **Timeliness of Removal.** Defendant was served with the *Complaint* in this matter on April 10, 2023. Because it is within 30 days of service of the *Complaint*, removal of this action is therefore timely under 28 U.S.C. § 1446(b).

6. **Compliance.** Defendant will promptly file a copy of this Notice of Removal with the Clerk of the Superior Court for Plymouth County, where this action is pending and will serve such

notice on Plaintiff in compliance with 28 U.S.C. §1446(d). Certified copies of the entries in the Superior Court docket will be filed in connection with Defendant's *Local Rule* 81.1(c) submission.

7. **Relief Requested.** Defendant respectfully requests that the United States District Court for the District of Massachusetts accept this Notice of Removal, and that it assume jurisdiction of this cause of action and issue such further orders and processes as may be necessary to bring before it all parties necessary for the trial hereof.

Respectfully submitted,

Defendant,
Midland Credit Management Inc.

By its Attorneys,

/s/ Krystle G. Tadesse

Krystle G. Tadesse (BBO #673899)
LOCKE LORD LLP
2800 Financial Plaza
Providence, RI 02903
(401)-274-9200
(401) 276-6611 (Fax)
krystle.tadesse@lockelord.com

and

/s/ Stephanie Sprague

Stephanie Sprague (BBO # 667714)
LOCKE LORD, LLP
111 Huntington Avenue
Boston, MA 02199
617.239-0222
stephanie.sprague@lockelord.com

Date: April 18, 2023

CERTIFICATE OF SERVICE


I, the undersigned, hereby certify that on the 18th day of April, 2022, this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants, as follows:

Nicola Yousif, Esq.
Matthew A. McKenna, Esq.
The Law Offices of Nick Yousif
157 Belmont Street
Brockton, MA 02301
nick@yousiflaw.com

Abbas Kazerounian, Esq. (*pro hac vice*)
Pamela E. Prescott, Esq. (*pro hac vice*)
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com;
pamela@kazlg.com

/s/ Krystle G. Tadesse
Krystle G. Tadesse

EXHIBIT A

<p>Summons</p>	<p>CIVIL DOCKET NO.</p>	<p>Trial Court of Massachusetts The Superior Court</p> 
<p>CASE NAME: Amanda Pierni, individually and on behalf of all others Similarly Situated Plaintiff(s) vs. Midland Credit Management Inc Defendant(s)</p>		<p>Robert S. Creedon, Jr. Clerk of Courts Plymouth County COURT NAME & ADDRESS: Plymouth Superior Court 72 Belmont Street Brockton, MA 02301</p>

THIS SUMMONS IS DIRECTED TO Midland Credit Management Inc (Defendant's name)

You are being sued. The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this summons and the original complaint has been filed in the Court.

YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS.

1. You must respond to this lawsuit in writing within 20 days.

If you do not respond, the court may decide the case against you and award the Plaintiff everything asked for in the complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. If you need more time to respond, you may request an extension of time in writing from the Court.

2. How to Respond.

To respond to this lawsuit, you must file a written response with the court and mail a copy to the Plaintiff's Attorney (or the Plaintiff, if unrepresented). You can do this by:

a) Filing your signed original response with the Clerk's Office for Civil Business, Court (address), by mail or in person **AND**

b) Delivering or mailing a copy of your response to the Plaintiff's Attorney/Plaintiff at the following address:

157 Belmont Street, Brockton, MA 02301

3. What to Include in Your Response.

An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in court. If you have any claims against the Plaintiff (referred to as counterclaims) that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must specifically request a jury trial in your court no more than 10 days after sending your Answer.

Date Filed 2/17/2023 2:20 PM
Superior Court - Plymouth
Docket Number

RECEIVED

2/17/2023

**COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT – PLYMOUTH COUNTY**

Amanda Pierni, individually and on behalf of all
others similarly situated,

CLASS ACTION

Plaintiff,

Case No. _____

JURY TRIAL DEMANDED

vs.

Midland Credit Management Inc.,

Defendant.

_____ /

**CLASS ACTION COMPLAINT FOR DAMAGES FOR VIOLATIONS OF THE FAIR
DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §§ 1692, ET SEQ.**

1. Amanda Pierni, (hereinafter referred to as “Plaintiff” or “Pierni”), through her attorneys, brings this action to challenge the actions of Midland Credit Management, Inc. (hereinafter referred to as “Defendant” or “MCM”), with regard to attempts by MCM to unlawfully and abusively collect a debt allegedly owed by Pierni, which has caused Pierni and those similarly situated damages.

NATURE OF THE ACTION

2. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital

instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.* (hereinafter “FDCPA”), to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.

3. Pierni makes these allegations on information and belief with the exception of those allegations that pertain directly to Pierni, which Pierni alleges on personal knowledge.

4. While many violations are described with specificity, this Complaint alleges violations of the statutes cited in their entirety.

5. All violations by MCM were knowing, willful, and intentional, and MCM did not maintain procedures reasonably adapted to avoid any such violation. Pierni alleges that MCM violated the FDCPA.

6. All violations alleged regarding the FDCPA are material violations of the FDCPA as these violations would limit the ability of a hypothetical least sophisticated debtor to make an intelligent choice as to the alleged debt and actions that should be taken to resolve the alleged debt in that the actions of MCM are designed to intimidate the least sophisticated debtor into believing that her employer could be contacted by MCM, which would both embarrass her with her employer and potentially cause her to lose her job.

7. Through this complaint, Pierni does not allege that any state court judgment was entered against any Plaintiff in error, and Pierni does not seek to reverse or modify any judgment of any state court.

8. Unless otherwise indicated, the use of “MCM” in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of MCM.

JURISDICTION AND VENUE

9. This action arises out of MCM's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”).

10. Original jurisdiction in this court is proper under G.L. c. 212 § 3, G.L. c. 212 § 4 and because the damages sought herein exceed \$50,000.

11. Because MCM does business within the State of Massachusetts, personal jurisdiction is established.

12. Venue is proper pursuant to G.L. c. 223 § 1, G.L. c. 223 § 8(4) because (i) Plaintiff resides in Plymouth County; (ii) Defendant is deemed to reside in any county in which it is subject to the court’s personal jurisdiction; and (iii) because Defendant conducts business within this county thereby establishing sufficient contacts to subject it to personal jurisdiction. Further, Defendant’s tortious conduct against Plaintiffs occurred within the State of Massachusetts, subjecting Defendant to jurisdiction in the State of Massachusetts.

PARTIES

13. Pierni is a natural person who lives in the City of Whitman, State of Massachusetts.

14. Upon information and belief, MCM is a Kansas corporation, with its principal place of business located in San Diego, California. MCM conducts business within the State of Massachusetts, including engaging in debt collection within the state.

15. Pierni is a natural person allegedly obligated to pay a debt, and is a consumer as that term is defined by 15 U.S.C. § 1692a(3).

16. MCM is a person who uses an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, and is therefore a debt collector as defined by 15 U.S.C. § 1692a(6).

17. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. Unless otherwise indicated, the use of Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, vendors, and insurers of Defendant.

FACTS

18. Sometime before March 17, 2022, Pierni is alleged by MCM to have incurred certain financial obligations relating to a consumer debt with Capital One, N. A. (account number ending in 2116).

19. These financial obligations were primarily for personal, family or household purposes, and are therefore a "debt" as that term is defined by 15 U.S.C. §1692a(5).

20. Sometime thereafter, but before March 17, 2022, Pierni allegedly fell behind in the payments allegedly owed on the alleged debt.

21. As it is irrelevant to this action, Pierni takes no position as to the validity of this alleged debt.

22. Subsequently, but before March 17, 2022, the alleged debt was assigned, placed, or otherwise transferred to MCM for collection.

23. On March 17, 2022, MCM, a debt collector under the FDCPA, mailed a dunning letter to Pierni in an attempt to collect the alleged debt.

24. Soon thereafter, Pierni received that March 17, 2022 letter via U.S. mail. This letter to Pierni was a “communication” as that term is defined by 15 U.S.C. § 1692a(2).

25. In this March 17, 2022 communication, MCM included a notice stating:

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

26. Pierni reasonably understood this statement to mean that if Pierni wanted to ensure that MCM would not contact her at her place of employment, Pierni was required to submit a *written request* to MCM, since any oral request was only valid for (10) days.

27. This statement contained in the March 17, 2022 letter is a false, deceptive, or misleading representation and/or means to collect a debt because in reality, an oral representation putting MCM on notice that a consumer’s employer prohibits such communications is sufficient to cease further calls in the future.

28. Indeed, pursuant to 15 U.S.C. § 1692c(a), MCM must cease communication “at the consumer’s place of employment if [MCM] knows or has reason to know that the consumer’s employer prohibits the consumer from receiving such communication.”

29. Therefore, any request by Pierni (or a similarly situated consumer), whether it be orally or in writing, informing MCM that debt collection calls are not permitted at work would

be sufficient to invoke the protections of § 1692c(a), which would require MCM to cease contact at the consumer's place of employment.

30. Consequently, through this false, deceptive, and misleading statement, MCM was not providing Pierni an "important" "additional right", but was, instead, diminishing Pierni's rights under the FDCPA by inaccurately informing Pierni that her request had to be in writing to be valid beyond 10 days.

31. This statement by MCM is a false, deceptive, or misleading representation or means in connection with the collection of a debt as 15 U.S.C. § 1692c(a)(1) provides that a consumer need not be concerned that a debt collector will one day communicate with the consumer, or the consumer's employer, at her place of employment after the consumer has provided the debt collector with notice, through any medium, that such communications are prohibited, and nothing in the FDCPA provides a time-related limitation as to this right.

32. Consequently, the March 17, 2022 representation by MCM regarding oral requests being valid for only ten days without written confirmation violates 15 U.S.C. § 1692e, including but not limited to 15 U.S.C. § 1692e(5) and 15 U.S.C. § 1692e(10), and is designed to intimidate and injure, and does in fact intimidate and injure, the least sophisticated debtor by falsely, deceptively, and misleadingly representing that the protections provided for by 15 U.S.C. § 1692c(a)(1) are limited to ten days absent a written confirmation, when 15 U.S.C. § 1692c(a)(1) actually protects consumers from communications at the consumer's place of employment in perpetuity.

33. This false, deceptive, or misleading representation or means in connection with the collection of a debt is also a tactic by MCM designed to cause Pierni additional and unnecessary actual damages in the form of financial harm.

34. At a minimum, the disclosure in the March 2022 letter from MCM imposes an additional procedural hurdle and attempts to place an unconscionable financial burden by representing to consumers, including Pierni, that they must follow up any oral revocations with a written letter in order for MCM to stop contacting them at their place of employment indefinitely. This severely diminishes consumers rights under the FDCPA because MCM is shifting the burden on to the consumer to incur costs for postage to completely process such requests, when the FDCPA imposes no such burden.

35. This false, deceptive, or misleading representation or means in connection with the collection of a debt is also a tactic by MCM to place psychological pressure on least sophisticated debtors who are in dire financial straits into believing that a vital source of income for them, their employment, is in jeopardy if the consumer fails to pay the money demanded.

CLASS ALLEGATIONS

36. Pierni brings this case as a Class Action pursuant to Mass. R. Civ. P. 23(b) on behalf of Pierni and all others similarly situated.

37. Pierni represents, and is a member of, the following class (the "Class") defined as:

All persons within the State of Massachusetts in which MCM sent a communication, within one (1) year prior to the filing of this Complaint, which was substantially similar or identical to the March 17, 2022 communication sent to Pierni.

38. Pierni represents and is a members of the Class because Pierni received a communication from MCM (as described above) in MCM's attempt to collect a debt that misstated the requirements of 15 U.S.C. § 1692c(a)(1) by erroneously representing that oral revocation requests must be followed up in writing for MCM to stop contacting a consumer at their place of employment.

39. MCM, its employees and agents are excluded from the Class.

40. Pierni does not know the number of members in the Class, but believes the Class members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of this matter.

41. Pierni and members of the Class were harmed by the acts of MCM in that, at a minimum, MCM mislead consumers regarding their rights under the FDCPA and sought to diminish such rights by attempting to increase the burden on the consumer by requiring a written letter before MCM would cease contacting them at their place of employment.

42. This suit seeks only damages and relief for recovery of economic injury on behalf of the Class and it expressly is not intended to request any recovery for personal injury and claims related thereto.

43. Pierni reserves the right to expand the Class definition to seek recovery on behalf of additional persons as warranted as additional facts are learned in further investigation and discovery.

44. The joinder of the Class members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the court.

45. The Class can be identified through the business records of MCM.

46. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact to the Class predominate over questions which may affect individual Class and Subclass members, including, but not limited to, the following:

- a. Whether, within the one year prior to the filing of this Complaint, MCM sent communications to consumers that were substantially similar to the letter communication MCM sent to Pierni in March of 2022;
- b. Whether Pierni and the Class were damaged thereby, and the extent of damages for such violation; and
- c. Whether MCM should be enjoined from engaging in such conduct in the future.

47. As persons that received a letter substantially similar to the letter communication described above, Pierni are asserting claims that are typical of the Class. Plaintiff will fairly and adequately represent and protect the interests of the Class in that Pierni have no interests antagonistic to any member of the Class.

48. Plaintiff and the members of the Class have all suffered irreparable harm as a result of the MCM's unlawful and wrongful conduct. Absent a Class Action, the Class will continue to face the potential for irreparable harm.

49. In addition, these violations of law will be allowed to proceed without remedy and MCM will likely continue such illegal conduct. Because of the size of the Class member's claims, few, if any, the members of the Class could afford to seek legal redress for the wrongs complained of herein.

50. The illegal actions of MCM has, and continues, to competitively disadvantaged other debt collectors that refrain from using abusive debt collection practices.

51. Plaintiff has retained counsel experienced in handling class action claims and claims involving consumer actions and violations of the Fair Debt Collection Practices Act (FDCPA).

52. A Class Action is a superior method for the fair and efficient adjudication of this controversy. Class-wide damages are essential to induce MCM to comply with Federal law. The interest of class members in individually controlling the prosecution of separate claims against MCM is small because the maximum statutory damages in an individual action for violation the statutes alleged herein are minimal, as the collective maximum statutory damages for an individual action under the FDCPA is \$1,000.

53. Management of these claims is likely to present significantly fewer difficulties than those presented in many class claims.

54. MCM has acted on grounds generally applicable to the Class, thereby making appropriate final relief with respect to the Class as a whole.

CAUSES OF ACTION

COUNT I VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT (“FDCPA”) 15 U.S.C. §§ 1692, *ET SEQ.*

55. Pierni repeat, re-allege, and incorporates by reference, all other paragraphs.

56. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 *et seq.*

57. As a result of each and every violation of the FDCPA, Plaintiff are entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from MCM.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for the following relief:

- That this action be certified as a Class Action on behalf of the Class;
- That Pierni be appointed as the representative of the Class;
- That Pierni's counsel be appointed as Class Counsel;
- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of pre-judgment and post-judgment interest as permitted by law;
- Any and all other relief that this Court may deem just and proper;

JURY DEMAND

Plaintiff and Class Members hereby demand a trial by jury.

Dated: February 17, 2023

Respectfully Submitted,

THE LAW OFFICES OF NICK YOUSIF

By: /s/ Nicola Yousif, Esq.

Nicola Yousif, Esq. (MA #679545)

Matthew A. McKenna, Esq. (MA #705644)

157 Belmont St.

Brockton, MA 02301

Email: nick@yousiflaw.com

Abbas Kazerounian, Esq. (*pro hac vice*)

Pamela E. Prescott, Esq. (*pro hac vice*)

KAZEROUNI LAW GROUP, APC

245 Fischer Avenue, Unit D1

Costa Mesa, CA 92626

Date Filed 2/17/2023 2:20 PM
Superior Court - Plymouth
Docket Number

Telephone: (800) 400-6808
Email: ak@kazlg.com
pamela@kazlg.com

Counsel for Plaintiff and the Class

Date Filed 2/17/2023 2:20 PM
 Superior Court - Plymouth
 Docket Number

RECEIVED
 2/17/2023

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court
		COUNTY <u>Plymouth</u>

Plaintiff <u>Amanda Pierni, individually and on behalf of all others similarly situated</u>	Defendant: <u>Midland Credit Management, Inc.</u>
ADDRESS: <u>418 South Ave. Apt. 31, Whitman, MA 02382</u>	ADDRESS:
Plaintiff Attorney:	Defendant Attorney:
ADDRESS:	ADDRESS:
BBO:	BBO:

TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)

CODE NO. <u>A99</u>	TYPE OF ACTION (specify) <u>Other Contract/Business Action</u>	TRACK <u>F</u>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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*If "Other" please describe: Violations of 15 U.S.C. §§ 1692, ET SEQ

Is there a claim under G.L. c. 93A? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Is there a class action under Mass. R. Civ. P. 23? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	---

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

A. Documented medical expenses to date

1. Total hospital expenses _____
2. Total doctor expenses _____
3. Total chiropractic expenses _____
4. Total physical therapy expenses _____
5. Total other expenses (describe below)

Subtotal (1-5): \$0.00

B. Documented lost wages and compensation to date _____

C. Documented property damages to date _____

D. Reasonably anticipated future medical and hospital expenses _____

E. Reasonably anticipated lost wages _____

F. Other documented items of damages (describe below)

TOTAL (A-F): \$0.00

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

CONTRACT CLAIMS

This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.		
Total		

Signature of Attorney/Unrepresented Plaintiff: X _____ Date: _____

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney/Unrepresented Plaintiff: X /s/ Nicola Yousif Date: 2/17/2023

CIVIL ACTION COVER SHEET INSTRUCTIONS
SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

AC Actions Involving the State/Municipality *

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
- AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
- A02 Goods Sold and Delivered (F)
- A03 Commercial Paper (F)
- A04 Employment Contract (F)
- A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)
- A06 Insurance Contract (F)
- A08 Sale or Lease of Real Estate (F)
- A12 Construction Dispute (A)
- A14 Interpleader (F)
- BA1 Governance, Conduct, Internal Affairs of Entities (A)
- BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
- BB1 Shareholder Derivative (A)
- BB2 Securities Transactions (A)
- BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
- BD1 Intellectual Property (A)
- BD2 Proprietary Information or Trade Secrets (A)
- BG1 Financial Institutions/Funds (A)
- BH1 Violation of Antitrust or Trade Regulation Laws (A)
- A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
- D02 Reach and Apply (F)
- D03 Injunction (F)
- D04 Reform/ Cancel Instrument (F)
- D05 Equitable Replevin (F)
- D06 Contribution or Indemnification (F)
- D07 Imposition of a Trust (A)
- D08 Minority Shareholder's Suit (A)
- D09 Interference in Contractual Relationship (F)
- D10 Accounting (A)
- D11 Enforcement of Restrictive Covenant (F)
- D12 Dissolution of a Partnership (F)
- D13 Declaratory Judgment, G.L. c. 231A (A)
- D14 Dissolution of a Corporation (F)
- D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)
- PB1 Tortious Action involving an Incarcerated Party (A)
- PC1 Real Property Action involving an Incarcerated Party (F)
- PD1 Equity Action involving an Incarcerated Party (F)
- PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
- B04 Other Negligence - Personal Injury/Property Damage (F)
- B05 Products Liability (A)
- B06 Malpractice - Medical (A)
- B07 Malpractice - Other (A)
- B08 Wrongful Death - Non-medical (A)
- B15 Defamation (A)
- B19 Asbestos (A)
- B20 Personal Injury - Slip & Fall (F)
- B21 Environmental (F)
- B22 Employment Discrimination (F)
- BE1 Fraud, Business Torts, etc. (A)
- B99 Other Tortious Action (F)

RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)
- S02 Summary Process - Commercial/ Non-residential (F)

RP Real Property

- C01 Land Taking (F)
- C02 Zoning Appeal, G.L. c. 40A (F)
- C03 Dispute Concerning Title (F)
- C04 Foreclosure of a Mortgage (X)
- C05 Condominium Lien & Charges (X)
- C99 Other Real Property Action (F)

MG Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
- E97 Prisoner Habeas Corpus (X)
- E22 Lottery Assignment, G.L. c. 10, § 28 (X)

AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
- E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
- E03 Certiorari Action, G.L. c. 249, § 4 (X)
- E05 Confirmation of Arbitration Awards (X)
- E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)
- E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)
- E08 Appointment of a Receiver (X)
- E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)
- E10 Summary Process Appeal (X)
- E11 Worker's Compensation (X)
- E16 Auto Surcharge Appeal (X)
- E17 Civil Rights Act, G.L. c.12, § 11H (A)
- E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)
- E25 Pleural Registry (Asbestos cases) (X)
- E94 Forfeiture, G.L. c. 265, § 56 (X)
- E95 Forfeiture, G.L. c. 94C, § 47 (F)
- E99 Other Administrative Action (X)
- Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)
- Z02 Appeal Bond Denial (X)

SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)
- E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)
- E27 Minor Seeking Consent, G.L. c.112, § 12S(X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:


CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.

CIVIL TRACKING ORDER (STANDING ORDER 1-88)	DOCKET NUMBER 2383CV00150	Trial Court of Massachusetts The Superior Court 
CASE NAME: Amanda Pierni vs. Midland Credit Management, Inc.		Robert S. Creedon, Jr., Clerk of Courts Plymouth County
TO: Matthew A McKenna, Esq. Shield Law, LLC 157 Belmont St Brockton, MA 02301		COURT NAME & ADDRESS Plymouth County Superior Court - Brockton 72 Belmont Street Brockton, MA 02301

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		05/18/2023	
Response to the complaint filed (also see MRCP 12)		06/20/2023	
All motions under MRCP 12, 19, and 20	06/20/2023	07/17/2023	08/16/2023
All motions under MRCP 15	06/20/2023	07/17/2023	08/16/2023
All discovery requests and depositions served and non-expert depositions completed	12/14/2023		
All motions under MRCP 56	01/15/2024	02/12/2024	
Final pre-trial conference held and/or firm trial date set			06/11/2024
Case shall be resolved and judgment shall issue by			02/17/2025

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED 02/17/2023	ASSISTANT CLERK	PHONE
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**COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH SUPERIOR COURT**

Amanda Pierni, individually and on behalf of all
others similarly situated,

CLASS ACTION

Case No: 2383CV00150

Plaintiff,

vs.

Midland Credit Management, Inc.,

Defendant.

ACKNOWLEDGEMENT ON BEHALF OF
DEFENDANT MIDLAND CREDIT MANAGEMENT, INC.

I Stephanie Sprague, counsel for defendant Midland Credit Management, Inc., hereby state that I am authorized to and do accept service of process and acknowledge receipt of the following documents on behalf of defendant Midland Credit Management, Inc., and hereby waive defenses of insufficient of process and insufficient of service of process:

- 1) Summons
- 2) Complaint
- 3) Civil Cover Sheet; and
- 4) Civil Tracking Order

Respectfully Submitted,

Midland Credit Management, Inc.

By: Their Attorney



Stephanie Sprague (MA BBO#667714)

Locke Lord LLP

111 Huntington Ave.

Boston, MA 02199

T:617-239-0222

Fax:617-507-5576

Stephanie.Sprague@lockelord.com

Dated: 4/10/23