UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORIGA
ATLANTA DIVISION

Tanya Franklin, individually and on behalf of all others similarly situated, Plaintiff(s), -v.- Lloyd & McDaniel, LLC; Midland Funding, LLC; Defendant(s).	**CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiff Tanya Franklin (hereinafter, “Plaintiff”), a Georgia resident, brings this Class Action Complaint by and through her attorneys, against Defendants Lloyd & McDaniel, PLC (hereinafter “Defendant” or “L&M”) and Midland Funding LLC (hereinafter “Defendant” or “Midland”), individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted the Fair Debt Collection Practices Act (hereinafter "the FDCPA") in 1977 in response to the "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. §1692(a). At that time, Congress was concerned that "abusive debt collection practices contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy." *Id.* Congress concluded that "existing laws…[we]re inadequate to protect consumers," and that "'the effective collection of debts" does not require "misrepresentation or other abusive debt collection practices." 15 U.S.C. §§ 1692(b) and (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to "insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged." Id. § 1692(e). "After determining that the existing consumer protection laws ·were inadequate." Id. § l692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. Id. § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d). The Court has pendent jurisdiction over the State law claims in this action pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as this is where the Plaintiff resides as well as where a substantial part of the events or omissions giving rise to the claim occurred.

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of Georgia consumers under §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA"), and

6. Plaintiff is seeking damages and declaratory relief.

PARTIES

7. Plaintiff is a resident of the State of Georgia in the County of Clayton.

8. Defendant L&M is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address for service in the State of Georgia c/o Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, GA 30092.

9. Upon information and belief, Defendant L&M is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

10. Defendant Midland is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address for service in the State of Georgia c/o Midland Credit Management, Inc., located at 675 Ponce de Leon Ave. NE, Suite 7500, Atlanta, GA 30308.

11. Upon information and belief, Defendant Midland is a company that uses the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

CLASS ALLEGATIONS

12. Plaintiff brings this claim on behalf of the following case, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

13. The Class consists of:

a. all individuals with addresses in the State of Georgia;

b. to whom Defendant L&M sent a collection letter attempting to collect a consumer debt;

c. on behalf of Defendant Midland;

d. to an outside third party who was not an agent or representative of the Plaintiff; and

e. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

The Sub-Class consists of:

a. all individuals with addresses in the State of Georgia;
b. to whom Defendant L&M sent a collection letter attempting to collect a consumer debt;
c. on behalf of Defendant Midland;
d. which failed to disclose in the letter that the alleged debt was time-barred;
e. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

The second Sub-Class consists of:

a. all individuals with addresses in the State of Georgia;
b. to whom Defendant L&M sent a collection letter attempting to collect a consumer debt; and
c. on behalf of Defendant Midland;
d. in which the letter included conflicting information as to the owner of the account; and

e. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

14. The identities of all class members are readily ascertainable from the records of Defendants and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

15. Excluded from the Plaintiff Class are the Defendants and all officer, members, partners, managers, directors and employees of the Defendants and their respective immediate families, and legal counsel for all parties to this action, and all members of their immediate families.

16. There are questions of law and fact common to the Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, in the forms attached as Exhibit A, violate 15 U.S.C. §§ 1692c, l692e, 1692f, and 1692g.

17. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex

legal issues, and class actions, and neither the Plaintiff nor her attorneys have any interests, which might cause them not to vigorously pursue this action.

18. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class defined above is so numerous that joinder of all members would be impractical.

b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions predominance over any questions or issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, in the forms attached as Exhibit A violate 15 USC §§ l692c,1692e, 1692f, and 1692g.

c. **Typicality:** The Plaintiff's claims are typical of the claims of the class members. The Plaintiffs and all members of the Plaintiff Class have claims arising out of the Defendants' common uniform course of conduct complained of herein.

d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff have no interests that are adverse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

19. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

20. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

FACTUAL ALLEGATIONS

21. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered above herein with the same force and effect as if the same were set forth at length herein.

22. Some time prior to November 6, 2024, an obligation was allegedly incurred to Synchrony Bank by Plaintiff.

23. The Synchrony Bank obligation arose out of transactions in which money, property, insurance or services which were the subject of the transactions were used to purchase items primarily for personal, family or household purposes, specifically personal purchases made at Dick's Sporting Goods.

24. The alleged Synchrony Bank/Dick's Sporting Goods obligation is a "debt" as defined by 15 U.S.C. §1692a(5).

25. Synchrony Bank is a "creditor" as defined by 15 U.S.C. § 1692a(4).

26. Defendant Midland, a debt collector and the subsequent owner of the debt, contracted with Defendant L&M to collect the alleged debt.

27. Defendants collect and attempt to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone and internet.

Violation I – November 6, 2024 Collection Letter Sent to Third Party

28. On or about November 6, 2024, Defendant L&M attempted to send Plaintiff a collection letter (the "Letter") regarding the alleged debt currently owed to Defendant Midland. **See Exhibit A**.

29. Defendant addressed the letter as follows:

To: TANYA FRANKLIN
C/O Jonathan B. Mason
1100 Peachtree St. NE, Ste 200
Atlanta, GA 30309

30. The Plaintiff does not reside at 1100 Peachtree St. NE, Ste 200, Atlanta, GA 3039, and has never resided there.

31. The aforementioned address is the location of the law offices of Jonathan B. Mason.

32. Defendants had no reason to think that Plaintiff was represented by Mr. Mason or that Plaintiff appointed Mr. Mason as her agent to accept correspondence from the Defendants.

33. Thus Defendants in their attempt to collect the alleged debt, sent the Letter to an outside third party in direct violation of § 1692c.

Violation II – Defendants Failure to Disclose the Expiration of the Statute of Limitations on the November 6, 2024 Letter

34. The Letter further states in relevant part:

You had an account from MIDLAND FUNDING LLC ASSIGNEE OF SYNCHRONY BANK/DICK'S SPORTING GOODS with account number ************6694. MIDLAND FUNDING LLC ASSIGNEE OF SYNCHRONY BANK/DICK'S SPORTING GOODS is the current creditor to whom the debt is owed.

As of July 26, 2018, you owed:		$1,344.81
Between July 26, 2018 and today:		
You were charged this amount in interest:		$ 665.29
You were charged this amount in fees:		$ 9.00
You paid or were credited this amount toward the debt:	-	$ 0.00
Total amount of the debt now:		**$2,019.10**

See Exhibit A.

35. The letter states that the alleged debt was owed on July 26, 2018. *Id.*

36. The Statute of Limitations in the State of Georgia for prosecuting a debt is six (6) years.

37. Accordingly, the Statute of Limitations for Defendants to prosecute this debt from Plaintiff has expired on July 26, 2024.

38. Thus the Defendants' November 6, 2024 Letter was an attempt to collect a debt that was time-barred.

39. Pursuant to the FDCPA, a debt collector must disclose to the Plaintiff that if she issues any payment towards the debt, even merely a partial payment

or just agreeing to make a payment, she would lose the protection of the Statute of Limitations.

40. Defendants failed to include such disclosures in the Letter, which is a material omission and in direct violation of the FDCPA.

41. Consumers have a right to receive accurate notice of their rights.

42. When a debt collector fails to effectively inform the consumer of such right, the debt collector has harmed the consumer.

43. Furthermore, the letter includes a breakdown of the debt which shows that interest has accrued since chargoff.

44. The letter failes to inform the consumer if interest and/or fees is still accruing.

Violation III – Conflicting Statements as to the Identity of the Owner of the Alleged Debt

45. The Letter states in relevant part:

> **Lloyd & McDaniel is a debt collector.** We are trying to collect a debt that you owe to MIDLAND FUNDING LLC ASSIGNEE OF SYNCHRONY BANK/DICK'S SPORTING GOODS. We will use any information you give us to help collect the debt.

See Exhibit A.

46. On the second page of the Letter it states: "Our client purchased the above-referenced account from MIDLAND FUNDING LLC ASSIGNEE OF

SYNCHRONY BANK/DICK'S SPORTING GOODS on November 29, 2016." *Id.*

47. The Plaintiff was understandably very confused by the aforementioned statement on the second page of the letter, as the opening of the Letter clearly states that Defendant L&M is collecting the alleged debt on behalf of Midland, whereas the second page of the letter states that L&M's client purchased the account from Midland. *Id.*

48. These conflicting statements misled and confused the Plaintiff as to the identity of the owner of the alleged account; was it Midland Funding or another "client" of L&M?

49. By stating such blatant inconsistencies within the same dunning letter, Defendants gave Plaintiff ample reason to be skeptical and doubtful as to the validity and veracity of the alleged debt.

50. As a result of Defendant's deceptive misleading and false debt collection practices, Plaintiff has been damaged.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692c *et seq.*

51. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

52. Defendants’ debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692c.

53. Pursuant to 15 U.S.C. § 1692c, a debt collector may not communicate in connection with the collection of any debt, with any person other than the consumer, her attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

54. Defendants violated 15 U.S.C. § 1692c by sending the Letter to Jonathan B. Mason who was not representing the Plaintiff as her attorney at or around the time that Defendants sent Mr. Mason the Letter.

55. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants’ conduct violated Section 1692c et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys’ fees.

COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692e *et seq.*

56. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

57. Defendants' debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

58. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

59. Defendant violated said section by:

a. sending the Letter to a third party;
b. failing to disclose the fact that the debt was time-barred;
c. failing to inform the Plaintiff if interest was still accruing;
d. stating in the Letter conflicting information as to the identity of the owner of the alleged account; and
e. making false and misleading representations in violation of § 1692e(10).

60. By reason thereof, Defendants are liable to Plaintiff for judgment that Defendants' conduct violated Section 1692e et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT III
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692f *et seq.*

61. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

62. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

63. Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair or unconscionable means in connection with the collection of any debt.

64. Defendant violated this section by unfairly sending the Letter to an outside third party, and by failing to disclose the fact that the debt was time-barred and that repayment, partial repayment and/or acknowledgment of the alleged debt can revive the Statute of Limitations.

65. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692f et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT IV
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692g *et seq.*

66. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

67. Defendant’s debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

68. Pursuant to 15 U.S.C. §1692g, any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the original creditor.

69. Defendant violated this section by omitting in the Letter the fact that the alleged debt was time-barred and further failing to disclose that payment, partial payment, or even acknowledging the debt can revive the Statute of Limitations.

70. Defendant violated this section failing to inform the Plaintiff if interest was still accruing.

71. Defendant further violated this section by provided the consumer with inconsistent information regarding the owner of the debt.

72. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692g et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys’ fees.

DEMAND FOR TRIAL BY JURY

73. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Tanya Franklin, individually and on behalf of all others similarly situated demands judgment from Defendants as follows:

a. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and the undersigned as Class Counsel;

b. Awarding Plaintiff and the Class statutory damages;

c. Awarding Plaintiff and the Class actual damages;

d. Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;

e. Awarding pre-judgment interest and post-judgment interest; and

f. Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

/s/ Misty Oaks Paxon
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Certificate of Compliance with Local Rule 7.1D

Pursuant to Local Rule 7.1D, the undersigned counsel certifies that this document has been prepared using Times New Roman 14-point font.

Dated: November 5, 2025 Respectfully Submitted,

/s/ Misty Oaks Paxon
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