

STATE OF MICHIGAN

IN THE 47<sup>th</sup> DISTRICT OF THE COUNTY OF OAKLAND

MIDLAND FUNDING, LLC,  
As Assignee of CREDIT ONE BANK, N.A.

Plaintiff/Counter-Defendant,

Case No. Case No. 17-  
HON. Marla E. Parker

-vs-

**MOTION TO COMPEL  
DISCOVERY ANSWERS AND  
MOTION TO STRIKE  
SUPPLEMENT**

Defendant/Counter-Plaintiff.

---

STILLMAN LAW OFFICE

Michael R. Stillman )  
Michael P. Arnhold (  
Attorneys for Plaintiff  
30057 Orchard Lake Rd. #200  
Farmington Hills, MI 48334-2265  
(248) 851-6000

---

LAW OFFICES OF BRIAN  
PARKER, P.C.

BRIAN P. PARKER (  
Attorney for Defendant  
4301 Orchard Lake Road, # 180-208  
West Bloomfield, MI 48323  
(248) 342-9583  
[Brianparker@collectionstopper.com](mailto:Brianparker@collectionstopper.com)

---

**DEFENDANT'S MOTION TO COMPEL DISCOVERY ANSWERS AND FOR  
SANCTIONS, MOTION TO STRIKE AND BRIEF IN SUPPORT  
SUPPLEMENT**

NOW COMES Defendant (“Defendant”), by and through counsel,  
LAW OFFICES OF BRIAN PARKER, P.C., and for this Motion to Compel Discovery  
based on MCR 2.306, MCR 2.313(A)(2), MCR 2.115(B) and for Sanctions under MCR  
2.313(A)(5)(a) AND A SUPPLEMENTAL AUTHORITY and states as follows:

*Midland Funding, LLC v Michael Bassett*, No. 338404, April 24, 2018 just came  
down from the Court of Appeals based upon a trial that Mr. s Counsel, litigated in

Washtenaw Circuit Court, 's defense and counter claim against Midland Funding, LLC here is based upon the very same arguments that are the basis of the Appeals Court's Opinion attached at **Exhibit 1A**. They even mention the absence of an assignment or "Field Data Report" that shows no ownership between the debt buyers and therefore no chain of title to Midland Funding, LLC. The Appeals Court held:

"However, there was no information identifying any individual debtors in any of the chain of sale documents with respect to the sale between FIA Card Services, N.A. and Asset Acceptance, LLC, and likewise, no field data report, or similar document, was produced with respect to that sale. Therefore, there is a break in the chain of title as it relates to the inclusion of defendant's debt in the charged off debt pool.

Based on the foregoing, we conclude that plaintiff failed to affirmatively establish a continuous chain of title to defendant's debt between FIA Card Services, N.A. and Midland Funding. Instead, plaintiff only established a continuous chain of title to a generic debt pool... Because Midland Funding failed to prove by a preponderance of the evidence that it owned defendant's debt, defendant was entitled to judgment in his favor." **Page 5 of the COA Opinion at Exhibit 1A.**

This is exactly the facts of the case. There are no assignments or field data reports between Credit One and MHC Receivables and nothing between MHC Receivables and Sherman Originators III, LLC that show any connection to Mr. 's debt. Just a generic debt pool. Also, the Bill of Sale and Assignment between Sherman Originators and Midland Funding, LLC is not signed by the "assignee," Midland Funding. So, there is no assignment of the debt under Michigan's Statute of Fraud here either. Respectfully, all of the "Sales" paperwork should be struck by the court.

Appropriately, the following relief is requested again:

**RELIEF REQUESTED**

WHEREFORE, Defendant respectfully requests that this Honorable Court:

1. Grant its Motion to Compel Discovery; and

2. Order the Plaintiff to provide proper and non-evasive responses to Defendant's discovery showing the specific ownership chain of the Tucker debt with specific assignments between each debt buyer; and
3. Strike all documents attached the Plaintiff's complaint that don't evidence the specific transfer of ownership and assignment of the specific debt; and
4. Award Sanctions to Defendant for having to bring this motion after Plaintiff ignored **Exhibit 1 and 2**, in the amount of \$1,000.00; and
5. Other relief to the Defendant set by the Court.

Respectfully Submitted,

LAW OFFICES OF BRIAN PARKER, P.C.

---

BRIAN P. PARKER (P48617)  
Attorney for Defendant

Dated: April 24, 2018

**PROOF OF SERVICE**

Defendant Counsel Brian P. Parker served the Court this Supplement by first class mail and the Plaintiff Attorney by first class mail and email on this day, April 24, 2018.

---

BRIAN P. PARKER (  
Attorney for Defendant