

**BEFORE THE MARYLAND COLLECTION AGENCY LICENSING BOARD IN  
THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION  
AND THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION**

<b>In The Matter Of: Encore Capital Group, Inc., Midland Credit Management, Inc., MRC Receivables Corporation, Midland Funding LLC, Midland Funding NCC-2 Corporation,</b>	<b>Case No. CFR-FY2019-038 Case No. CFR-FY2019-039 Case No. CFR-FY2019-040 Case No. CFR-FY2019-041</b>
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**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This Consent Order and Settlement Agreement (“2019 Agreement”) is entered into this day by and between the Maryland State Collection Agency Licensing Board (“Board”), in the Office of the Commissioner of Financial Regulation (“OCFR”), the OCFR, Encore Capital Group, Inc., Midland Credit Management, Inc., Midland Funding LLC, Midland Funding NCC-2 Corporation, and MRC Receivables Corporation (collectively, the “Parties”), for the purpose of resolving all matters described herein without the need of a formal hearing. Further, this 2019 Agreement is fair and equitable under the circumstances and consistent with the best interest of the citizens of the State of Maryland (“Maryland”).

**PROCEDURAL HISTORY**

On December 17, 2009, the Board entered into a Settlement Agreement (“2009 Settlement Agreement”) with Midland Credit Management, Inc., Midland Funding LLC, Midland Funding NCC-2 Corporation, and MRC Receivables Corporation, Case No. DFR-FY2010-063. On December 5, 2011, the Board issued a Show Cause Order (“2011 Show Cause Order”) against Midland Credit Management, Inc., Midland Funding LLC, and Encore Capital Group, Inc., Case No. CFR-FY2012-073. On January 8, 2019 the Board denied the applications of Midland Credit Management, Inc., Midland Funding LLC, Midland Funding NCC-2 Corporation, and MRC Receivables Corporation to renew their collection agency licenses and on January 9, 2019 the OCFR denied the applications of Midland Credit Management, Inc., Midland Funding LLC, Midland Funding NCC-2 Corporation, and MRC Receivables Corporation to renew their consumer loan licenses, Case Nos. CFR-FY2019-038, CFR-FY2019-039, CFR-FY2019-040, and CFR-FY2019-041 (collectively, the “2019 license denials”). Based on Respondents request for hearings on the 2019 license denials, the Office of Administrative Hearings (“OAH”) has scheduled a consolidated hearing for August 26-30, 2019, to hear the matters.

## DEFINITIONS

As used in this 2019 Agreement, the terms below shall be defined as follows:

“Collect”, “collecting”, or “collection” mean any attempts by the Respondents, whether directly, or indirectly through a third party on the Respondents’ behalf, to obtain payments from a Maryland consumer for debts owned by the Respondents involving a representation, expressly or by implication, that a Maryland consumer owes a charged-off debt or as to the amount of a debt owed, that is currently owned by the Respondents.

“Collection agency” means a person who engages directly or indirectly in the business of: (1) (i) collecting for, or soliciting from another, a consumer claim; or (ii) collecting a consumer claim the person owns, if the claim was in default when the person acquired it; (2) collecting a consumer claim the person owns, using a name or other artifice that indicates that another party is attempting to collect the consumer claim; (3) giving, selling, attempting to give or sell to another, or using for collection of a consumer claim, a series or system of forms or letters that indicates directly or indirectly that a person other than the owner is asserting the consumer claim; or (4) employing the services of an individual or business to solicit or sell a collection system to be used for collection of a consumer claim.

“Collector” means a person collecting or attempting to collect an alleged debt arising out of a consumer transaction.

“Consumer claim” means a claim that is for money owed or said to be owed by a resident of the State of Maryland; and arises from a transaction in which, for family household, or personal purpose, the resident sought or got credit, money, personal property, real property, or services.

“Consumer debt collection action” means any judicial action or arbitration proceeding in which a claim is asserted to collect a consumer debt.

“Creditor” means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that person receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another.

“Debt buyer” means a person that purchases or otherwise acquires consumer debt from a creditor or from a subsequent owner of the debt. “Debt buyer” does not include the activities set forth in Section 5-1201(i) (2) of the Court and Judicial Proceedings Article, Annotated Code of Maryland.

“Effective date” means the date the Board and the OCFR sign this 2019 Agreement.

“Encore Capital Group, Inc.” means the direct, or indirect, owner of and a control person of the Respondents as the term “control person” defined in Md. Code Ann., Business Regulation Article (“BR”), §7-101(g).

“Law firm” means in-house counsel, a third party law firm, or any other legal representative retained by the Respondents to initiate a consumer debt collection action on the Respondents’ behalf.

“License term” means January 1 to December 31 of the year in which the Board or the OCFR issues a collection agency license or consumer loan license to a person.

“Loan” means any loan or advance of money or credit subject to the Maryland Consumer Loan Law-Credit Provisions, Md. Code Ann., Commercial Law Article (“CL”), Title 12, Subtitle 3, regardless of whether the loan or advance of money or credit is or purports to be made under the Maryland Consumer Loan-Licensing Provisions, Md. Code Ann., Financial Institutions Article (“FI”), Title 11, Subtitle 2.

“Maryland consumer” means an individual residing in Maryland who has an obligation or alleged obligation to pay a consumer debt.

“Maryland Consumer Loan Law” means FI, Title 11, Subtitle 2 and CL, Title 12, Subtitle 3.

“Person” means an individual, corporation, limited liability company, business trust, statutory trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.

“Respondents” means Midland Credit Management, Inc., Midland Funding LLC, Midland Funding NCC-2 Corporation, and MRC Receivables Corporation, collectively.

## **AGREEMENT**

The Parties stipulate and agree as follows:

1. At all times relevant, the Board and the OCFR have had jurisdiction over the Respondents. Encore Capital Group, Inc. is a direct, and/or indirect, owner and a control person of the Respondents.

2. During the 2018 license term, the Respondents held the following licenses:

(a) Midland Credit Management, Inc. (NMLS Identification Number 934164): Collection Agency License Numbers 04-2364, 04-3108, 04-4221, 04-4222, 04-6411, 04-6675, 04-6766, 04-6819, 04-7196, 04-7565 and Consumer Loan License Numbers 02-1531, 02-1532, 02-1534, 02-1535, 02-1536, 02-1537, 02-1538, 02-1539, and 02-1599;

(b) Midland Funding LLC (NMLS Identification Number 973111): Collection Agency License Number 04-5479 and Consumer Loan License Number 02-1540;

(c) Midland Funding NCC-2 Corporation (NMLS Identification Number 974880): Collection Agency License Number 04-5478 and Consumer Loan License Number 02-1542; and

(d) MRC Receivables Corporation (NMLS Identification Number 974881): Collection Agency License Number 04-5480 and Consumer Loan License Number 02-1541.

3. The Respondents identified in paragraph 2 applied to renew their respective collection agency and consumer loan licenses for the 2019 license term. The Board and the OFCR denied the Respondents' renewal applications by letters dated January 8, 2019 and January 9, 2019, respectively. The Respondents made requests for hearings on the 2019 license denials and the OAH scheduled a consolidated hearing, which has been continued to August 26-30, 2019. The Parties agree to enter into this 2019 Agreement to resolve all outstanding matters prior to participating in the hearings and without the need for such hearings.

4. Based upon the Respondents' agreement to take the required actions described below, all outstanding issues known to the Board and the OFCR are resolved as of the Effective Date of this 2019 Agreement.

#### **Required Actions By Respondents**

5. The Respondents shall comply with the provisions of the Maryland Collection Agency Licensing Act, BR, §7-101 *et. seq.* ("MCALA"), the Maryland Consumer Debt Collection Act, CL, §14-201, *et. seq.* ("MCDCA"); Sections 804 through 812 of the Fair Debt Collection Practices Act, 15 U.S.C., §1692 *et. seq.* ("FDCPA"), the Maryland Consumer Debt Collection Actions Act, Md. Code Ann., Courts and Judicial Proceedings ("C&JP"), §5-1201, *et. seq.* ("MCDCAA"), the Maryland Rules (including, but not limited to, Maryland Rules 3-306, 5-803(b)(6), 5-902(b)), the Maryland Consumer Loan Law, FI, §11-201, *et. seq.* and CL, §12-301, *et. seq.* (collectively "MCLL"), as may be amended, as well as the 2009 Settlement Agreement, and this 2019 Agreement.

6. The Respondents shall keep confidential all financial information obtained and maintained related to Maryland consumers in compliance with applicable laws, regulations, and rules.

7. The Respondents shall continue to maintain, and update, as needed, policies and procedures related to the Respondents' debt buyer, collector, collection agency, and/or consumer loan activity (if any) in Maryland, appropriate copies of which shall be submitted

to the Board and the OCFR periodically through the Nationwide Multistate Licensing System & Registry ("NMLS"), or as otherwise required by the Board or the OCFR.

8. The Respondents shall continue to maintain their policy that before any newly hired employee is permitted by the Respondents to undertake duties that involve or will involve making oral or written contact with a Maryland consumer and/or preparing an affidavit for use in a consumer debt collection action to be filed in a Maryland court, the Respondents shall conduct a background check of the newly hired employee.

9. The Respondents shall continue to train all employees, agents, representatives, and affiliates, whose duties include contact with Maryland consumers, to resolve disputes and address questions from Maryland consumers in a timely manner. The Respondents shall monitor a sample of collection calls of their account managers (*i.e.*, call center employees) for legal compliance and training purposes and shall record a sample of collection calls to the extent permissible under applicable Maryland and federal law. The Respondents' quality assurance team shall assess the job performance of Respondents' account managers (*i.e.*, call center employees). The Respondents shall take any corrective or disciplinary action needed based on the Respondents' monitoring and assessment of collection calls. For purposes of this paragraph, the term "agents, representatives, and affiliates" shall not include third-party law firms, third-party collection agencies, or these entities' employees.

10. During each license term that the Respondents hold licenses issued by the Board and/or the OCFR, the Respondents shall require their employees to participate in a training program that shall include training to enable full compliance with Maryland law directly applicable to each employee's duties. Following each such training program the Respondents shall require their employees to pass a written examination testing their employees' knowledge of the information required by this paragraph.

11. During each license term that the Respondents hold licenses issued by the Board and/or the OCFR, the Respondents shall continue to maintain an enterprise-wide risk and compliance management system addressing all aspects of the Respondents' business activities. The enterprise-wide risk and compliance management system shall identify, measure, monitor, and control risks through adequate policies and procedures and internal controls given the Respondents' size, operational complexity, and overall risk profile, and incorporate an adequate compliance management system. The Respondents shall employ legal counsel, compliance officers, and/or other managers responsible for compliance oversight, who will identify reasonably foreseeable internal and external violations of applicable laws by their employees, agents, representatives, affiliates, in-house counsel, and outside counsel.

12. During each license term that the Respondents hold licenses issued by the Board and/or the OCFR, the Respondents shall continue to maintain an independent internal audit function, that reports to the appropriate senior management and/or appropriate Boards of Director's representatives, designed to ensure that major business

risks (including the Respondents' debt buyer, collector, collection agency, and/or consumer loan activity (if any), in Maryland) are appropriately managed and that the Respondents' risk management and internal control framework are effectively operating. The independent audit function, and the individuals assigned to perform this function, shall use auditing methodologies and protocols based on accepted auditing practices to carry out the requirements of this paragraph.

13. All law firms engaged by the Respondents involved in consumer debt collection actions in Maryland shall continue to be subject to a due diligence process, which will include either regular site visits by a member(s) of the Respondents' vendor management team or equivalent evaluations. All currently active law firms involved in consumer debt collection actions in Maryland as of the Effective Date of this 2019 Agreement shall be subject to regular performance reviews. Should the Respondents learn that any of the Respondents' employees, agents, representatives, affiliates, in-house counsel, or that any law firm, third party collection agency, or other agent acting on their behalf, is acting in violation of any Maryland law, regulation, rule, or the requirements of this 2019 Agreement, the Respondents shall take timely action, if warranted, to prevent further violations and/or correct operational deficiencies up to and including termination.

14. During each license term that the Respondents hold licenses issued by the Board and/or the OCFR, the Respondents shall, on a biannual basis, conduct a random audit of twenty (20) consumer debt collection actions filed in at least ten distinct Maryland venues to determine whether the Respondents' consumer debt collection actions comply with the requirements of Maryland law, rules, and regulations applicable to consumer debt collection actions and this 2019 Agreement. The Respondents shall submit a complete copy of the twenty (20) reviewed consumer debt collection actions and the Respondents' written result of the review within forty-five (45) days of June 30 and within forty-five (45) days of December 31 for a period of two years from the Effective Date of this 2019 Agreement. Nothing in this provision shall be construed to inhibit the Board and/or the OCFR from seeking documents and information from the Respondents, and otherwise evaluating the Respondents pursuant to the Board's and OCFR's respective ongoing licensing and supervisory authority.

15. For any account purchased after September 9, 2015, neither the Respondents, nor any third party collection agency or law firm on the Respondents' behalf, shall engage in collection activity involving a Maryland consumer, including, but not limited to, commencement of a consumer debt collection action against a Maryland consumer, unless the debt was purchased through a purchase agreement with meaningful representations and warranties as to the accuracy and validity of the debt.

16. Prior to engaging in any collection activity involving a Maryland consumer whose debt was purchased in a portfolio of accounts from a creditor through a purchase agreement, the Respondents must have a reasonable basis to collect and be able to

substantiate any representation to a Maryland consumer concerning the obligations and claimed amounts due and owing.

17. The Respondents shall preserve and retain in the manner and to the extent prescribed by applicable Maryland and federal laws, regulations, and rules, all documents obtained, created, and/or maintained by the Respondents in connection with the Respondents' debt buyer, collector, collection agency and/or consumer loan activity (if any) in Maryland.

18. Neither the Respondents, nor any third party collection agency or law firm on the Respondents' behalf, shall commence a consumer debt collection action against a Maryland consumer, related to the Maryland consumer's debt, unless the Respondents possess the documents required by C&JP §5-1203(b) (3), that are also required in consumer debt collection actions filed in the District Courts of Maryland by Maryland Rule 3-306(d).

19. Neither the Respondents, nor any third party law firm on the Respondents' behalf, shall commence a time-barred consumer debt collection action against a Maryland consumer. Notwithstanding any other provision of law, any payment toward, written or oral affirmation of, or any other activity on the debt that occurs after the expiration of the statute of limitations applicable to the consumer debt collection action shall not revive the statute of limitations period.

20. Prior to commencing a consumer debt collection action against a Maryland consumer, the Respondents shall directly, or indirectly through a third party collection agency or law firm, make a good faith attempt to determine whether the Maryland consumer's debt is subject to a bankruptcy stay or has been discharged in bankruptcy, the Maryland consumer is a service member on active duty, and/or the Maryland consumer is deceased. Further:

(a) Should the Respondents directly, or indirectly through any third party collection agency or law firm on the Respondents' behalf, determine a Maryland consumer's debt is subject to a bankruptcy stay or has been discharged in bankruptcy, the Respondents' shall immediately cease and desist any consumer debt collection action subject to the bankruptcy stay or discharge; however, neither the Respondents, nor any third party or law firm on the Respondents' behalf, shall be precluded from filing a proof of claim or otherwise participating in a bankruptcy proceeding if permitted under federal bankruptcy law.

(b) Should the Respondents directly, or indirectly through any third party collection agency or law firm on the Respondents' behalf, determine a Maryland consumer is a service member on active duty, the Respondents shall comply with the requirements of the Servicemembers Civil Relief Act.

(c) Should the Respondents directly, or indirectly through any third party collection agency or law firm on the Respondents' behalf, determine a Maryland

consumer is deceased, the Respondents shall comply with all Maryland and federal laws regarding collection of a decedent's debt.

21. Upon commencement of and for so long as the Respondents pursue a consumer debt collection action against a Maryland consumer, the Respondents shall update their business records to include all relevant consumer account information obtained by the Respondents over the course of the consumer debt collection action.

22. Should the Respondents reach an oral settlement agreement with a Maryland consumer or a Maryland consumer's representative, the Respondents shall, within ten (10) business days of reaching the oral settlement agreement, either mail, fax, or electronically deliver written confirmation of the settlement agreement to the Maryland consumer's or the Maryland consumer's representative's current address, fax number, or email address.

23. The Respondents have submitted to the Board form affidavits for use in consumer debt collection actions the Respondents file against Maryland consumers in Maryland courts demanding judgment on affidavit ("Maryland form affidavits"). Additionally, the Board, after discussions with Respondents, has not objected to the use of the Maryland form affidavits. Respondents shall have 180 days from the Effective Date to implement the use of the non-objectionable Maryland form affidavits. Prior to and during the 180-day implementation period, it shall not be a violation of this 2019 Agreement for Respondents to use their pre-existing form affidavits, nor shall Respondents otherwise be penalized by the Board for such use during said time frame. To the extent the Respondents substantively change any Maryland form affidavits, Respondents shall submit a draft of said change to the Board prior to use.

24. For all accounts on which Respondents seek collection in Maryland courts, the Respondents shall continue their practice of not redacting from any bill of sale and/or affidavit of sale the name or number assigned to the portfolio of accounts, including the number assigned to the dataset comprising the portfolio of accounts associated with any bill of sale and/or affidavit of sale, the general terms of any bill of sale and/or affidavit of sale, or any bill of sale's and/or affidavit of sale's specific reference to the debt being sued upon.

25. The Respondents, whether acting directly, or indirectly through any third party collection agency or law firm, shall not make any factual assertions based on information the Respondents know is false or inaccurate in any affidavit, Checklist, or other document filed in a consumer debt collection action against a Maryland consumer in a Maryland court.

26. The Respondents' affiants shall continue to sign all affidavits and Checklists by hand in the presence of a notary. The Respondents shall not permit the Respondents' affiants to use a signature stamp to "sign" affidavits and Checklists. The Respondents shall not pay incentives to employees, agents, representatives, affiliates, in-

house counsel, outside counsel, or other third party providers based solely on volume of affidavits prepared, verified, executed, or notarized. A notary who is not the Respondents' employee, agent, representative, affiliate, or in-house counsel, may be paid customary and usual fees for providing notarial services.

27. For all accounts on which Respondents seek collection in Maryland courts, the Respondents shall continue to instruct their law firms to engage process servers who are reputable, licensed (if applicable), and in good standing with applicable regulatory agencies and trade associations, and who both conform to all legal requirements concerning the service of process and employ systematic checks to validate effective service (*e.g.*, the appropriate use of technology, digital pictures, compliance audits, etc.). The Respondents also shall continue to instruct their law firms to comply with all relevant Maryland and local statutes, regulations, rules, and procedures related to service of process on Maryland consumers.

28. The Respondents shall pay to the Board and the OCFR the administrative expense of eighty thousand dollars (\$80,000.00) through the Nationwide Mortgage Licensing System, also known as the Nationwide Multistate Licensing System, within seven (7) business days of the Effective Date of this 2019 Agreement.

29. The Respondents further agree that for purposes and proceedings to enforce payment of monies due and payable by the Respondents under this 2019 Agreement, including, but not limited to, a non-dischargeability complaint filed in a bankruptcy proceeding, the Board and the OCFR may sustain an action pursuant to Section 523(a) (2) (A) and (a) (7) of the Bankruptcy Code and this 2019 Agreement shall have res judicata and collateral estoppel effect in any such proceeding.

30. By execution of this 2019 Agreement, the Board and the OCFR release and forever discharge the Respondents, and their past and present directors, officers, employees, parents, and shareholders (the "Released Parties"), from all claims related to acts or omissions that the Board and the OCFR knew of, or should have known of, prior to the Effective Date of this 2019 Agreement, including, but not limited to, claims arising from the 2009 Settlement Agreement, 2011 Show Cause Order, and any acts or omissions that were the basis for the 2019 license denials. For purposes of this Release, the Board and OCFR "should have known" of a claim only if (i) the possibility of such a claim was reasonably evident from materials and information produced by Respondents to the Board, the OCFR, or the multistate Executive Committee during the course of the multistate investigation that ended in 2018, or (ii) the possibility of such a claim was reasonably evident from materials and information otherwise obtained by the Board, the OCFR, or the multistate Executive Committee during the course of the multistate investigation that ended in 2018.

31. Within thirty (30) days of the Effective Date of this 2019 Agreement, the Respondents agree to provide the Board and the OCFR with an acceleration contact for

resolution of any consumer complaints filed with the Board or the OCFR against the Respondents after the Effective Date of this 2019 Agreement.

32. The Respondents agree that this 2019 Agreement does not relate to, impact, otherwise affect the legal rights of, or preclude the Board and the OCFR from bringing enforcement actions against individuals or entities who are not among the Released Parties. The Respondents agree that this 2019 Agreement does not relate to, impact, or otherwise affect the legal rights of the Consumer Protection Division of the Office of the Attorney General from bringing any action against the Respondents, Encore Capital Group, Inc., and/or individuals or entities who are not party to this 2019 Agreement.

33. The Respondents acknowledge that should the Respondents fail to take any of the required actions set forth in this 2019 Agreement, the Board and/or the OCFR may take any actions authorized by applicable Maryland and/or federal law.

34. The Respondents do not admit to any violation of Maryland law related to their collection agency licenses and/or consumer loan licenses. Notwithstanding, to resolve this matter without a formal hearing, the Respondents enter into this 2019 Agreement knowingly, voluntarily, willingly, and with the advice of independent legal counsel.

35. No obligation imposed by the 2019 Agreement shall be construed to apply to any conduct by Respondents that is outside the jurisdiction of the Board or the OCFR, nor shall anything contained in the 2019 Agreement be construed to expand the jurisdiction of the Board or OCFR.

36. By entering into this 2019 Agreement, the Respondents expressly waive the right to an administrative hearing on the 2011 Show Cause Order and the 2019 license denials before an Administrative Law Judge ("ALJ") of the OAH, the making of Findings of Fact and Conclusions of Law by the ALJ, any and all further proceedings before the Board and/or the OCFR, and any rights to appeal from this 2019 Agreement to a court of competent jurisdiction. The provisions of this paragraph shall take effect if and when the Board and OCFR grant the Respondents license renewal applications for the 2019 license term related to the licenses listed in paragraph 2 of this 2019 Agreement.

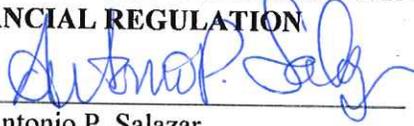
37. The 2019 Agreement will remain effective and enforceable, except to the extent that any provisions of the 2019 Agreement, based on a request of the Respondents, have been amended, suspended, waived, or terminated in writing by the Board and the OCFR. In 2022, and each two years thereafter, the Board and the OCFR shall evaluate the provisions and obligations of the 2019 Agreement to determine whether the 2019 Agreement should be amended, suspended, waived, or terminated. As part of such evaluation, the Board and the OCFR shall consider all relevant factors, including, but not limited to: (i) Respondents' compliance with the 2019 Agreement; (ii) Respondents' financial responsibility, business experience and general fitness to do business in Maryland; (iii) whether the Respondents have acted lawfully, honestly, fairly, and efficiently during the term of the 2019 Agreement; (iv) the Respondents' qualifications to

hold relevant licenses as established under Maryland law; and (v) the evolution of applicable law and industry practices since the Effective Date. Following each evaluation, the Board and the OCFR shall provide to Respondents a written explanation of the decision. To the extent that federal or state law (including statutes, regulations and applicable precedential case law) hereafter establishes different obligations than those imposed by this 2019 Agreement, the Respondents shall not be deemed in violation of this 2019 Agreement by adhering to such federal or state law in lieu of the obligations under this 2019 Agreement.

**BASED ON THE FOREGOING STIPULATIONS AND AGREEMENTS, IT IS THIS 23<sup>rd</sup> DAY OF August, 2019 BY THE MARYLAND COLLECTION AGENCY LICENSING BOARD AND BY THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION:**

**ORDERED** that the Respondents are subject to and shall abide by the terms and agreements set forth in this 2019 Agreement; and it is further

**ORDERED** that the Maryland State Collection Agency Licensing Board in the Office of the Commissioner of Financial Regulation's and the Office of the Commissioner of Financial Regulation's records and publications reflect the terms and agreements of this 2019 Agreement.

<p><b>MARYLAND STATE COLLECTION AGENCY LICENSING BOARD IN THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION</b></p> <p>By:  Antonio P. Salazar Chair, Maryland State Collection Agency Licensing Board</p>	<p><b>THE OFFICE OF THE COMMISSIONER OF FINANCIAL REGULATION</b></p> <p>By:  Antonio P. Salazar Commissioner of Financial Regulation</p>
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**IT IS SO AGREED:**

ENCORE CAPITAL GROUP, INC.

By: 

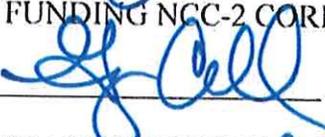
MIDLAND CREDIT MANAGEMENT, INC.

By: 

MIDLAND FUNDING LLC

By: 

MIDLAND FUNDING NCC-2 CORPORATION

By: 

MRC RECEIVABLES CORPORATION

By: 