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STATE OF MINNESOTA
IN COURT OF APPEALS
A17-0549

Midland Funding LLC,
Respondent,

vs.

Amaal Osman,
Appellant.

Filed January 29, 2018
Affirmed
Connolly, Judge

Hennepin County District Court
File No. 27-CV-16-5930

Jefferson Pappas, Messerli & Kramer P.A., Plymouth, Minnesota (for respondent)

Amaal Osman, Eden Prairie, Minnesota (pro se appellant)

Considered and decided by Florey, Presiding Judge; Connolly, Judge; and Jesson, Judge.

UNPUBLISHED OPINION

CONNOLLY, Judge

Appellant, a credit-card debtor, challenges pro se the summary judgment granted to respondent, the creditor's assignee, arguing that respondent did not have standing to bring an action against appellant. Because the district court did not err in concluding that respondent had standing, we affirm.

FACTS

In 2008, appellant Amaal Osman applied for a credit card issued by Synchrony Bank. She made her last payment on the credit-card account in July 2014, after which her account went into default.

Synchrony sold a pool of charge-off accounts that included appellant's account to respondent Midland Funding LLC. Respondent sued appellant in conciliation court for the amount owed. Appellant replied that she had no relationship or contract with respondent and that respondent therefore had no interest in her account and no standing to sue her. In April 2016, the conciliation court entered judgment, without explanation, in appellant's favor.

From May to November 2016, appellant was in Kenya. In September, respondent removed the case to the district court for a new trial and moved for summary judgment. Appellant learned of this when she returned from Kenya and requested that the hearing on the summary-judgment motion be postponed. Her request was granted, and the hearing was held in January 2017. Appellant appeared pro se.

Respondent presented as evidence (1) the bill of sale whereby respondent purchased from Synchrony Bank "the receivables as set forth in the [n]otification [f]iles," (2) the affidavit of sale of account by original creditor stating that Synchrony "sold a pool of charge-off accounts . . . to [respondent]," and (3) a document giving appellant's name, account number, last purchase date, address, phone numbers and last payment date.

Appellant argued to the district court that "I owed [Synchrony Bank] some money . . . but I had no relationship with [respondent]"; "[t]he only party that I had a relationship with was Synchrony Bank, and they can sue me. . . ."; and "[the bill of sale] doesn't say my name, anywhere. It's between [respondent] and Synchrony Bank." The district court explained to appellant:

> COURT: [Respondent has] your name on a document.
> [APPELLANT]: Do they [have] my name on the bill of sale?
> COURT: No. . . . [T]he bill of sale says [they]'re going to buy a lot of debt. . . . [Y]ou had an account number that ended in 7279, and you had an account address and an apartment and a ZIP code, and a phone number, and your name, and so this is the sheet that had yours . . . .
> . . . .
> [APPELLANT]: But it doesn't say in this bill of sale . . . . It doesn't say my name. . . .
> COURT: Yes, it does. I mean, it says that the receivables, quote, "as set forth in the notification files", delivered to [respondent]; so [respondent is] going to end up with a bill of sale which is going to have a bunch of documents [attached] to it that say . . . this is what we bought. It would not make any sense for [respondent] to buy debt, and not know who owed it. That would be silly. . . . [H]ow would they . . . ever collect it?
> . . . .
> [APPELLANT]: . . . I have no relationship with [respondent] . . . . [T]he bill of sale and the affidavit [don't] say my name.
> COURT: Well, actually, it does, . . . if you read the document as a whole . . . .

The district court granted respondent's summary judgment against appellant for $2,688.

Appellant challenges the grant of summary judgment.[1]

[1] In lieu of filing a brief, respondent notified this court by letter that it did not intend to file a brief because the "economic realities of this case do not warrant the time and expense of an appeal" and asked that the grant of summary judgment be affirmed.

D E C I S I O N

On an appeal from summary judgment, this court reviews de novo both whether there is a genuine issue of material fact and whether the district court erred in its application of the law. *STAR Centers, Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 77 (Minn. 2002). Appellant does not dispute that she had an account issued by Synchrony or that her account was in default, and respondent provided documentation showing that it had purchased a pool of accounts, including appellant's account, from Synchrony. Thus, there are no material facts in dispute. "When the facts relevant to standing are undisputed, the standing inquiry raises a question of law subject to de novo review." *Olson v. State*, 742 N.W.2d 681, 684 (Minn. App. 2007).

Based on appellant's testimony, the district court found that she

> questions the validity of the assignment or transfer of the debt from Synchrony Bank to [respondent], asserting that she has no relationship or contract with [respondent], received no notice of the assignment of her debt from Synchrony to [respondent], and that [respondent] has not sufficiently proven that it has purchased her debt.

However, appellant now states in her brief that, "The district court wrongfully assumed that I was challenging the assignment of my account to a 3rd party, here [respondent]. I have never challenged the assignment. Rather, my argument rests on the fact that the alleged bill of sale does not identify me personally." But the district court explained to appellant that she was personally identified on the list of accounts attached to the affidavit that accompanies the bill of sale. The conflict between appellant's testimony to the district court that she had no relationship with respondent and her assertion on appeal that she "never challenged" the assignment of her debt to respondent demonstrates her lack of understanding of the law on this point.

Appellant continues to argue on appeal that her name is not on the bill of sale, so respondent lacks standing to sue her. But there are no names on the bill of sale itself: appellant's argument implies that respondent may not bring actions against any of the defaulting account holders. Appellant does not explain why respondent would have purchased a group of the accounts it could never hope to recover.

The district court noted that appellant "misunderstands what the law in Minnesota is" and cited *Gen. Underwriters, Inc. v. Kline*, 233 Minn. 345, 350, 46 N.W.2d 794, 797-98 (1951) ("[A] debtor has no standing to question the validity of an assignment which is accepted as valid between the creditor [here, Synchrony Bank] and his assignee [here, respondent]."). Appellant does not address *Gen. Underwriters* in her brief and continues to be unaware that it is not respondent who lacks standing to sue her but she who lacks standing to challenge Synchrony Bank's transfer to respondent of both appellant's account and the right to sue appellant.

Affirmed.