

2DC-26-0458

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

GLORIA RECIO aka GLORIA E RECIO  
Defendant

IN THE JUSTICE COURT

PRECINCT 2 PLACE 1

WILLIAMSON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION****TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of GLORIA RECIO aka GLORIA E RECIO, the Defendant, and for cause of action shows:

**Discovery Level**

Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

**Parties and Service of Citation**

The Plaintiff is a foreign limited liability company duly authorized to conduct business in the State of Texas.

The Defendant resides within the venue of the above referenced court and may be served at the following address, or wherever the Defendant may be found:

GLORIA RECIO aka GLORIA E RECIO  
504 DIPPREY LN  
ANDICE, TX 78628-2537

**Venue and Jurisdiction; Relief Sought**

Venue is proper in this county because Defendant, a natural person, resides in this county. The amount in controversy is within the jurisdictional limit of this court. The Plaintiff seeks only monetary relief of \$20,000.00 or less, including damages of any kind, penalties, cost, expenses if any. Plaintiff does not seek pre-judgment interest or attorney's fees.

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., and its affiliates (collectively, "Plaintiff") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying

obligation. In doing so, Plaintiff attempts to assess each consumer's willingness to pay, through phone calls, letters or other means. Plaintiff attempts to exclude consumers from its collection efforts, where Plaintiff believes those consumers are facing extenuating circumstances or hardships that would prevent them from making any payments.

When Plaintiff contacts consumers, it strives to treat consumers with respect, compassion and integrity. Plaintiff works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Plaintiff's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Plaintiff strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.

Despite Plaintiff's efforts to reach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Plaintiff. Those who do are often offered discounts or payment plans that are intended to suit their needs. Plaintiff would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations. However, the majority of Plaintiff's consumers ignore calls or letters, and some simply refuse to repay their obligations despite an apparent ability to do so. When this happens, Plaintiff must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

### **Count I**

Defendant had an account with CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about March 27, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Record and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-0057
DATE OF CHARGE-OFF:	February 09, 2024
CHARGE-OFF BALANCE:	\$7,055.75
DATE OF ORIGINATION:	May 18, 2023

### **Count II**

Defendant had an account with CAPITAL ONE, N.A.. Plaintiff purchased Defendant's debt on or about August 23, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from

Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Record and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CAPITAL ONE, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-9158
DATE OF CHARGE-OFF:	July 22, 2024
CHARGE-OFF BALANCE:	\$1,638.17
DATE OF ORIGINATION:	May 08, 2023

### **Count III**

Defendant had an account with CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about April 24, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Record and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-2667
DATE OF CHARGE-OFF:	March 04, 2024
CHARGE-OFF BALANCE:	\$3,152.21
DATE OF ORIGINATION:	June 25, 2023

### **Account Stated**

Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant with Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action account stated because (i) transactions between the parties or their predecessors-in-interest gave rise to indebtedness of the Defendant to the Plaintiff (ii) there existed an agreement, express or implied, between the parties establishing a fixed amount due, and (iii) the Defendant made a promise, express or implied, to pay the indebtedness, but has failed to do so.

Demand for payment has been made by Plaintiff on Count I, and as of January 02, 2026, Defendant has refused and failed to remit the remaining principal amount of \$7,055.75. No interest (0%) is accruing on the account.

Demand for payment has been made by Plaintiff on Count II, and as of January 02, 2026, Defendant has refused and failed to remit the remaining principal amount of \$1,638.17. No interest (0%) is accruing on

the account.

Demand for payment has been made by Plaintiff on Count III, and as of January 02, 2026, Defendant has refused and failed to remit the remaining principal amount of \$3,152.21. No interest (0%) is accruing on the account.

### **Damages**

Plaintiff seeks liquidated damages on:

Count I in the amount of \$7,055.75  
Count II in the amount of \$1,638.17  
Count III in the amount of \$3,152.21

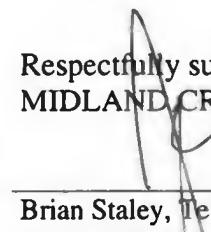
### **Conditions Precedent**

All conditions precedent have been performed, have occurred, or should be excused.

### **Prayer**

For these reasons, Plaintiff asks that Defendant be cited to appear and answer, and that Plaintiff have judgment against Defendant for the following:

- a. Actual damages in the amount of \$11,846.13;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

Respectfully submitted  
  
MIDLAND CREDIT MANAGEMENT, INC.

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Brian Staley, Texas Bar No. 00797483  
Michael Young, Texas Bar No. 24037759  
Peter Newman, Texas Bar No. 24106928  
Juan Goenaga, Texas Bar No. 00797868  
Cynthia Stevens, Texas Bar No. 24129749  
Genail Logan, Texas Bar No. 24117754  
David Caviness, Texas Bar No. 04033300  
John Gillespie, Texas Bar No. 07926300  
Amanda Okoli, Texas Bar No. 24140904  
Eliel Escobedo Jr., Texas Bar No. 24124860  
David D. Backer, Texas Bar No. 24128895  
Kristy Gabrielova, Texas Bar No. 24042929  
Attorneys for MIDLAND CREDIT  
MANAGEMENT, INC.  
P.O. Box 460568  
Houston, TX 77056  
Tel: (866) 300-8750  
Fax: 877-232-9721  
Email: InternalLegal-TexasFax@MCMCG.COM

PLEASE UNDERSTAND THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

You can view documents related to your account by visiting our website at [www.midlandcredit.com](http://www.midlandcredit.com) and logging into your account.

## **EXHIBIT A**

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C2  
 Document ID: 031824MC1MU4FMB1

**BILL OF SALE AND ASSIGNMENT**

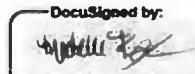
March 2022 Brands Fresh 180 Day Flow Lot 2

THIS BILL OF SALE AND ASSIGNMENT dated March 27, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "Master Purchase Agreement"), and that certain Addendum No. 2 dated December 14, 2023 between Bank and Buyer (the "Addendum," together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

**Citibank, N.A.**

By:   
 (Signature)

Name: Michelle Bingle

Title: Authorized Party

**Midland Credit Management, Inc.**

By:   
 (Signature)

Name: Danielle Wohlfahrt

Title: MVP, BD & Strategic Partnerships

DocuSign Envelope ID: 66040255-FD0B-4979-B365-5B07E6C57C6B

Contract ID: MC8MUMAA120623  
Addendum ID: MC8MUMAA121423C2  
Document ID: 031824MC1MU4FMA1

### Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot2-0324 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	031824MC1MU4FM	[REDACTED]	[REDACTED]	3/18/2024	[REDACTED]

## AFFIDAVIT OF SALE OF ACCOUNTS

**State of Kentucky  
County of Boone**

Michelle Bingle, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about March 27, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 2 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this 9 day of April, 2024.

  
Signature  
Michelle Bingle  
Name

STATE OF KENTUCKY )  
 ) ss.  
 COUNTY OF BOONE )

Michelle Bingle

Subscribed and sworn to before me by \_\_\_\_\_ this 9 day of Apr, 2024.

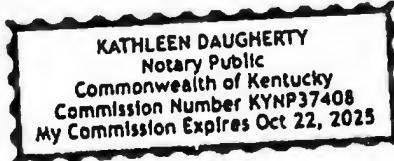
  
Notary Public [Seal]

October 22, 2025  
 My commission expires: \_\_\_\_\_

Personally known  OR

Produced identification \_\_\_\_\_.

Type of identification produced: N/A



Field	Field Data
Account Number	[REDACTED] 0057
First Name	GLORIA
Last Name	RECIO
SSN	XXX-XX-9403 [REDACTED]
Date of Birth	
Address 1	504 DIPPREY LN
City	ANDICE
State	TX
Zip	78628
Open Date	05/18/2023
Last Purchase Date	08/04/2023
Sale Amount	\$7,055.75
Charge Off Date	02/09/2024
Charge off Balance	\$7,055.75
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	AADVANTAGE PLATINUM

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 03/27/2024 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Midland-Brands-Fresh-Flow-Lot2-0324  
031824MC1MU4FM

## **EXHIBIT B**

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

## AFFIDAVIT OF MINDI KODET

GLORIA RECIO,

Defendant(s).

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Mindi Kodet, whose business address is 600 W. Saint Germain St Suite 200, St. Cloud, MN 56301-3616, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CITIBANK, N.A./ADVANTAGE PLATINUM account XXXXXXXXXXXX0057 (MCM Number 326730297) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

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AFFIDAVIT OF MINDI KODET - 1



326730297



AFFRECATTACH



25-369537

of the subsequent collection and/or servicing activities recorded, and a business duty to report, to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. The accuracy of such records is relied upon by Plaintiff in collecting this Account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the Account at issue in this case as required by law and/or suffer business loss.

5. MCM's records show that the Account was charged off on 2024-02-09 with a balance of \$7,055.75. On or about 2024-03-27, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$7,055.75. As of 2025-11-03, MCM's records show that the balance of \$7,055.75 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$7,055.75 from Defendant. All credits and offsets for payments have been applied to the balance.

6. The complete chain of title including CITIBANK, N.A., the original creditor, and all post-charge-off purchasers/assignees of the debt are as follows:

1. CITIBANK, N.A.

2024-03-27

2. Midland Credit Management, Inc.

7. Based upon my review, attached hereto are records regarding the Account being a reproduction from Plaintiff's records. The documents attached hereto, are true and correct copies of the originals, except to the extent that confidential and privileged information is omitted or redacted and personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law.

Left Blank Intentionally

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AFFIDAVIT OF MINDI KODET - 2



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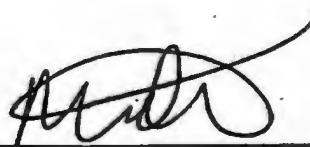


25-369537

I certify under penalty of perjury that the foregoing statements are true and correct.

NOV 20 2025

Date



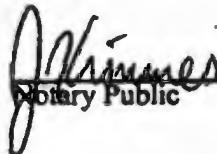
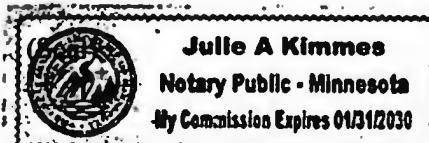
Mindi Kodet

STATE OF MINNESOTA

COUNTY OF STEARNS

NOV 20 2025

Signed and sworn to (or affirmed) before me on  
by Mindi Kodet.



Julie A Kimmes

Notary Public

CA137

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AFFIDAVIT OF MINDI KODET - 3



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AFFRECATTACH



25-369537

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C2  
 Document ID: 031824MC1MU4FMB1

**BILL OF SALE AND ASSIGNMENT**

March 2022 Brands Fresh 180 Day Flow Lot 2

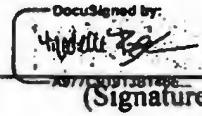
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With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

**Citibank, N.A.**

By:

DocuSigned by:  
  
 (Signature)

Name: Michelle BingleTitle: Authorized Party**Midland Credit Management, Inc.**

By:

DocuSigned by:  
  
 (Signature)

Name: Danielle WohlfahrtTitle: MVP, BD & Strategic Partnerships

DocuSign Envelope ID: 66040255-FD0B-4979-B365-5B07E6C57C68

Contract ID: MC8MUMAA120623  
Addendum ID: MC8MUMAA121423C2  
Document ID: 031824MC1MU4FMA1

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Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	031824MC1MU4FM	[REDACTED]	[REDACTED]	3/18/2024	[REDACTED]

Midland 120623

Envelope# 110868420  
Case# 2DC-26-0458

DocuSign Envelope ID: 66040255-FD0B-4979-B365-5B07E6C57C68

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C2  
 Document ID: 031824MC1MU4FMG1

**AFFIDAVIT OF SALE OF ACCOUNTS**

**State of Kentucky**  
**County of Boone**

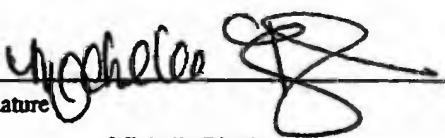
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I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this 9 day of April, 2024.

  
 Signature  
Michelle Bingle  
 Name

STATE OF KENTUCKY )

) ss.

COUNTY OF BOONE )

Michelle Bingle

Subscribed and sworn to before me by \_\_\_\_\_ this 9 day of Apr, 20 24

  
 Notary Public

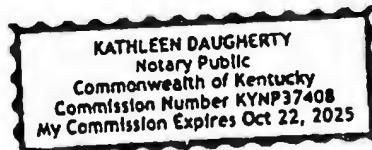
[Seal]

October 22, 2025

My commission expires: \_\_\_\_\_

Personally known  OR

Produced identification \_\_\_\_\_



Type of identification produced: N/A

## CITI®/ADVANTAGE® PLATINUM SELECT® CARD



GLORIA RECIO

Member Since 2023 Account number ending in: 0057  
 Billing Period: 01/10/24-02/09/24

Billing Inquiries and Customer Service  
 BOX 6500 SIOUX FALLS, SD 57117  
 1-800-925-8871, (TTY: 711)  
[www.citicards.com](http://www.citicards.com)

## FEBRUARY STATEMENT

Minimum payment due:	\$7,055.75
New balance as of 02/09/24:	\$7,055.75
Payment due date:	02/09/24

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$7,056

For information about credit counseling services, call 1-877-337-8188.

## Account Summary

Previous balance	\$6,887.07
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$168.68
New balance	\$7,055.75

## Credit Limit

Revolving Credit limit	\$6,070
Includes \$0 cash advance limit	

For Payments, send check to: CITI CARDS, PO BOX 78081, PHOENIX AZ, 85062-8081

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
 Text 'App15' to MyCiti (692484)  
 or go to your device's app store.  
 Or visit [www.citicards.com](http://www.citicards.com)

Minimum payment due	\$7,055.75
New balance	\$7,055.75
Payment due date	02/09/24

Amount enclosed:

Account number ending in 0057  
 Please make check payable to CITI CARDS.

000000 WE 32 A O

GLORIA RECIO  
 504 DIPPREY LN  
 ANDICE TX 78628-2537

CITI CARDS  
 PO BOX 78081  
 PHOENIX AZ 85062-8081

15009 0705575 0705575 0000000 0057 0706

www.citicards.com

GLORIA RECIO

Customer Service 1-800-925-8871  
(TTY: 711)

Page 2 of 2

**Account Summary**

Trans. date	Post date	Description	Amount
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**Fees charged**

Total fees charged in this billing period	\$0.00
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**Interest charged**

Date	Description	Amount
02/09	INTEREST CHARGED TO STANDARD ADV	\$26.56
02/09	INTEREST CHARGED TO STANDARD PURCH	\$142.12
Total interest charged in this billing period		\$168.68

**2024 totals year-to-date**

Total fees charged in 2024	\$41.00
Total interest charged in 2024	\$321.91

**Interest charge calculation**

Days in billing cycle: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	28.24% (V)	\$5,925.41(D)	\$142.12
ADVANCES			
Standard Adv	29.99% (V)	\$1,042.94 (D)	\$26.56

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions). Balances followed by (A) are determined by the average daily balance method.

**Account messages**

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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## CITI®/ADVANTAGE® PLATINUM SELECT CARD



GLORIA RECIO

Member Since 2023 Account number ending in: 0057  
 Billing Period: 07/12/23-08/09/23

Billing Inquiries and Customer Service  
 BOX 6500 SIOUX FALLS, SD 57117  
 1-888-766-CITI(2484), (TTY: 711)  
[www.citicards.com](http://www.citicards.com)

## AUGUST STATEMENT

<b>Minimum payment due:</b>	<b>\$240.36</b>
<b>New balance as of 08/09/23:</b>	<b>\$5,920.91</b>
<b>Payment due date:</b>	<b>09/07/23</b>

See the last page of this statement for important information about how to avoid paying interest on purchases.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	17 year(s)	\$17,795
\$247	3 year(s)	\$8,892 (Savings=\$8,903)

For information about credit counseling services, call 1-877-337-6188.

Your account is past due \$41.00. Please pay at least the minimum payment due, which includes a past due amount.

## Account Summary

Previous balance	\$2,944.36
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$1,942.59
Cash advances	+\$842.75
Fees	+\$80.85
Interest	+\$110.36
<b>New balance</b>	<b>\$5,920.91</b>

## Credit Limit

Revolving Credit limit	\$8,500
Includes \$2,600 cash advance limit	
Available Revolving credit	\$2,579
Includes \$1,691 available for cash advances	

## AMERICAN AIRLINES AADVANTAGE® MILES

AAdvantage® Miles  
 Earned this period:  
**1,942**

» See page 3 for more information about your rewards

For Payments, send check to: CITI CARDS, PO BOX 78081, PHOENIX AZ, 85062-8081

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
 Text 'App15' to MyCiti (692484)  
 or go to your device's app store.  
 Or visit [www.citicards.com](http://www.citicards.com)

<b>Minimum payment due</b>	<b>\$240.36</b>
<b>New balance</b>	<b>\$5,920.91</b>
<b>Payment due date</b>	<b>09/07/23</b>

**Amount enclosed:**

Account number ending in 0057  
 Please make check payable to **CITI CARDS**.

000000 WE OO A O

GLORIA RECIO  
 504 DIPPREY LN  
 ANDICE TX 78628-2537

CITI CARDS  
 PO BOX 78081  
 PHOENIX AZ 85062-8081

15009 0024036 0592091 00000000 0057 0709

www.citicards.com

Customer Service 1-888-766-CITI(2484)  
(TTY: 711)

Page 2 of 3

GLORIA RECIO

**Account Summary**

Trans. date	Post date	Description	Amount
<b>Standard Purchases</b>			
07/22	07/22	DELTA 00641028734415 DELTA.COM CA NAME: RECIO/VIVIANAAR DEPART: 07/22/23 LAX TO LAX :DL: CLASS: X :STOP:O	\$160.18
07/22	07/22	HILTON ALL INC TULUM TULUM OROO MEX 24,286.86 MEXICAN PESO	\$1,453.40
07/22	07/22	DELTA 00641028734404 DELTA.COM CA NAME: RECIO/ERIKAMONA DEPART: 07/22/23 LAX TO LAX :DL: CLASS: X :STOP:O	\$160.18
07/22	07/22	DELTA 00641028734393 DELTA.COM CA NAME: RECIO/GLORIAELV DEPART: 07/22/23 LAX TO LAX :DL: CLASS: X :STOP:O	\$160.18
08/03	08/03	Etsy.com - BeherVinylC Brooklyn NY	\$8.65
<b>Cash Advances</b>			
07/10	07/12	AL103611 AL103611 GEORGE TO TX	\$205.00
07/10	07/12	0783 0783 LIBERTY H TX	\$303.00
07/31	07/31	VENMO NEW YORK NY	\$309.00
08/05	08/05	VENMO NEW YORK NY	\$25.75

**Fees charged**

Date	Description	Amount
08/09	LATE FEE - JUL PAYMENT PAST DUE	\$30.00
08/09	ADVANCES*TRANSACTION FEE	\$50.85
Total fees charged in this billing period		
\$80.85		

**Interest charged**

Date	Description	Amount
08/09	INTEREST CHARGED TO STANDARD ADV	\$14.90
08/09	INTEREST CHARGED TO STANDARD PURCH	\$95.46
Total interest charged in this billing period		
\$110.36		

**2023 totals year-to-date**

Total fees charged in 2023	\$80.85
Total interest charged in 2023	\$110.36

**Interest charge calculation**

Days in billing cycle: 29

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	28.24% (V)	\$4,254.49 (D)	\$95.46
<b>ADVANCES</b>			
Standard Adv	29.99% (V)	\$625.28 (D)	\$14.90

AADVANTAGE®  
MILES EARNED  
THIS PERIOD:

**1,942**

Purchase 1,942

Accumulated This Period 1,942

» Visit aa.com/aadvantage to  
redeem miles, book flights and  
much more

American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward AAdvantage® status qualification or AAdvantage Million Miler™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit www.aa.com/aadvantage. American Airlines, American Eagle, AAdvantage®, AAdvantage Million Miler™, MilesAaver, Business Extra, Flagship, Admirals Club, AirPass, ConiergeKey, AAdvantage Executive Platinum®, AAdvantage Platinum Pro®, AAdvantage Platinum®, AAdvantage Gold®, AAdvantage MileUp®, AA Cargo™, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc.

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Customer Service 1-888-766-CITI(2484)  
(TTY: 711)

Page 3 of 3

GLORIA RECIO

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

#### Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

Your account is past due \$41.00. Please pay at least the Minimum Payment Due, which includes a past due amount. If you have already sent us this payment, thank you.

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Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.  
American Airlines, American Eagle, AAdvantage, AAdvantage Million Miler, MileSAAver, Business Extra, Flagship, Admirals Club, Platinum Pro, AAdvantage MileUp, AA Cargo, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc.

## **EXHIBIT A**

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024

BILL OF SALE

Closing Date: 8/23/2024

Capital One, N.A. ("Seller"), in consideration of a Purchase Price of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, conveys, sets over, and transfers all right, title and interest in the Accounts identified in the Sale File entitled

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OMEGA.BN0076.SALES.PROD-WEST.PFRL20240813\_BN0076\_customer.dat.gz  
OMEGA.BN0076.SALES.PROD-WEST.PFRL20240813\_BN0076\_phone.dat.gz

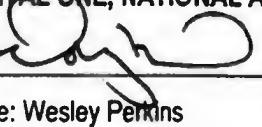
(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23, 2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

The Cutoff Date for the Sale File was August 20, 2024. The aggregate Sale Balance of the Accounts as of the Cutoff Date was [REDACTED]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has executed and delivered this Bill of Sale as of the date first above written.

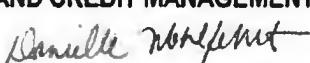
CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Name: Wesley Perkins

Title: Managing Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: 

Name: Danielle Wohlfahrt

Title: MVP, BD & Strategic Partnerships

**Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024**

**AFFIDAVIT OF SALE  
OF ACCOUNT  
BY CREDITOR**

Wesley Perkins being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Managing Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about August 20, 2024 Capital One, N.A. sold a pool of charged-off accounts (the Accounts) by a Master Account Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., a Kansas corporation. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One, N.A.

I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 28<sup>th</sup> day of August, 2024.



Wesley Perkins  
Managing Vice President

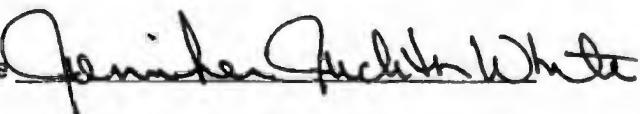
SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

Commonwealth of Virginia

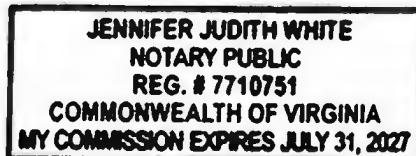
County of Groton

The forgoing instrument was acknowledged before me this 26 day of August, 2024.

Notary Signature



Notary Name: Jennifer Judith White



Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024

CERTIFICATE OF CONFORMITY

CERTIFICATE OF CONFORMITY  
MADE PURSUANT TO  
CPLR 2309(c)  
and RPL 299-a

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Jennifer Judith White, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on

August 28, 2024.

Lindsay Barnes  
Printed Name

Lindsay Barnes  
Signed Name

Attorney at Law, Commonwealth of Virginia

Field	Field Data
Account Number	[REDACTED] 9158
Seller Account ID	1022225612
First Name	GLORIA
Last Name	RECIO
SSN	XXX-XX-9403
Date of Birth	[REDACTED]
Address 1	504 DIPPREY LN
City	GEORGETOWN
State	TX
Zip	78628
Home Phone	9564554791
Open Date	05/08/2023
Last Purchase Date	11/25/2023
Last Purchase Amount	\$1,198.28
Sale Amount	\$1,638.17
Charge Off Date	07/22/2024
Charge off Balance	\$1,638.17
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	CAPITAL ONE CREDIT

Account information provided by Capital One, National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 08/23/2024 in connection with the sale of accounts from Capital One, National Association to Midland Credit Management, Inc.

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Envelope# 110060420  
Case# 2DC-26-0458  
PFRLE20240813\_BN0076\_phone.dat.gz

## **EXHIBIT B**

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF MINDI KODET

GLORIA RECIO,

Defendant(s).

---

Mindi Kodet, whose business address is 600 W. Saint Germain St Suite 200, St. Cloud, MN 56301-3616, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CAPITAL ONE, N.A./CAPITAL ONE CREDIT account XXXXXXXXXXXXXXX9158 (MCM Number 328620904) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

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AFFIDAVIT OF MINDI KODET - 1

328620904



AFFRECATTACH



25-367536

of the subsequent collection and/or servicing activities recorded, and a business duty to report, to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. The accuracy of such records is relied upon by Plaintiff in collecting this Account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the Account at issue in this case as required by law and/or suffer business loss.

5. MCM's records show that the Account was charged off on 2024-07-22 with a balance of \$1,638.17. On or about 2024-08-23, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,638.17. As of 2025-11-03, MCM's records show that the balance of \$1,638.17 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,638.17 from Defendant. All credits and offsets for payments have been applied to the balance.

6. The complete chain of title including CAPITAL ONE, N.A., the original creditor, and all post-charge-off purchasers/assignees of the debt are as follows:

- |   |            |
|---|------------|
| 1. CAPITAL ONE, N.A.<br>2. Midland Credit Management, Inc.  | 2024-08-23 |
| 7. Based upon my review, attached hereto are records regarding the Account being a reproduction from Plaintiff's records. The documents attached hereto, are true and correct copies of the originals, except to the extent that confidential and privileged information is omitted or redacted and personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law. |            |

Left Blank Intentionally

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AFFIDAVIT OF MINDI KODET - 2



328620904



AFFRECATTACH



25-367536

I certify under penalty of perjury that the foregoing statements are true and correct.

NOV 20 2025

Date



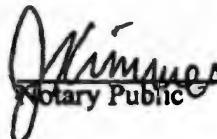
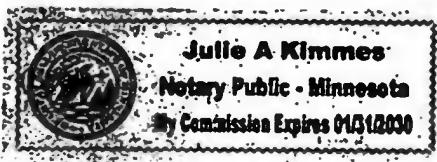
Mindi Kodet

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on  
by Mindi Kodet.

NOV 20 2025



Julie A. Kimmies

Notary Public

CA137

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AFFIDAVIT OF MINDI KODET - 3



328620904



AFFRECATTACH



25-367536

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024

**BILL OF SALE**

Closing Date: 8/23/2024

Capital One, N.A. ("Seller"), in consideration of a Purchase Price of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, conveys, sets over, and transfers all right, title and interest in the Accounts identified in the Sale File entitled

- OMEGA.BN0076.SALES.PROD-WEST.PFRL20240813\_BN0076\_main.dat.gz
- OMEGA.BN0076.SALES.PROD-WEST.PFRL20240813\_BN0076\_customer.dat.gz
- OMEGA.BN0076.SALES.PROD-WEST.PFRL20240813\_BN0076\_phone.dat.gz

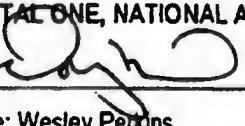
(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23, 2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

The Cutoff Date for the Sale File was August 20, 2024. The aggregate Sale Balance of the Accounts as of the Cutoff Date was [REDACTED]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has executed and delivered this Bill of Sale as of the date first above written.

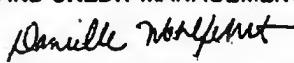
**CAPITAL ONE, NATIONAL ASSOCIATION**

By: 

Name: Wesley Perkins

Title: Managing Vice President

**MIDLAND CREDIT MANAGEMENT, INC.**

By: 

Name: Danielle Wohlfahrt

Title: MVP, BD & Strategic Partnerships

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024

AFFIDAVIT OF SALE  
OF ACCOUNT  
BY CREDITOR

Wesley Perkins being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Managing Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about August 20, 2024 Capital One, N.A. sold a pool of charged-off accounts (the Accounts) by a Master Account Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., a Kansas corporation. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One, N.A.

I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 28<sup>th</sup> day of August, 2024.



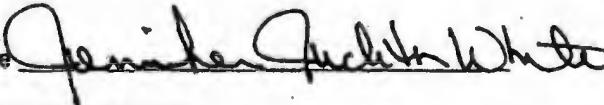
Wesley Perkins  
Managing Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

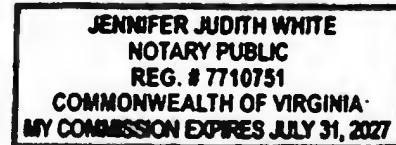
Commonwealth of Virginia

County of Grochland

The forgoing instrument was acknowledged before me this 26 day of August, 2024.

Notary Signature 

Notary Name: Jennifer Judith White



Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated March 14, 2024

**CERTIFICATE OF CONFORMITY**

**CERTIFICATE OF CONFORMITY  
MADE PURSUANT TO  
CPLR 2309(c)  
and RPL 299-a**

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Jennifer Judith White, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on

August 28, 2024

Lindsay Barnes  
Printed Name

Lindsay Barnes  
Signed Name

Attorney at Law, Commonwealth of Virginia



Page 1 of 2

SaksFirst Credit Card ending in 9158  
Jun 21, 2024 - Jul 21, 2024 | 31 days in Billing Cycle

## Payment Information

Payment Due Date	For online and phone payments, the deadline is 8pm ET.
<b>PAST DUE</b>	
New Balance	Minimum Payment Due
<b>\$1,638.17</b>	<b>\$1,638.17</b>

**IMPORTANT:** Your account has charged off and is now serviced by the Recoveries department at 1-800-258-9319. Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

## Account Summary

<b>Previous Balance</b>	<b>\$1,598.00</b>
<b>Payments</b>	<b>\$0.00</b>
<b>Other Credits</b>	<b>\$0.00</b>
<b>Transactions</b>	<b>+ \$0.00</b>
<b>Fees Charged</b>	<b>+ \$0.00</b>
<b>Interest Charged</b>	<b>+ \$40.17</b>
<b>New Balance</b>	<b>= \$1,638.17</b>
<b>Available Credit (as of Jul 21, 2024)</b>	<b>N/A</b>

## Account Notifications

- Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at [saks.capitalone.com](http://saks.capitalone.com)

**Customer Service: 800-221-8340**

**See reverse for Important Information**



**GLORIA RECIO  
504 DIPPREY LN  
GEORGETOWN, TX 78628-2537**

**Payment Due Date: Past Due**

**Account ending in 9158**

New Balance	Minimum Payment Due	Amount Enclosed
\$1,638.17	\$1,638.17	\$

**Capital One  
P.O. Box 60519  
City of Industry CA 91716-0519**

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

1 [REDACTED] 9158 21 163817000000000009

001

**How can I Avoid Paying Interest Charges?** We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your statement each month, plus any minimum payment due appearing on your statement. More information about Interest Charges, including treatment of promotional balances, can be found in your Customer Agreement, in the section titled "Interest Charges and Fees." We may display an "Interest Saver Payment" amount on the front of your statement when your account is eligible to avoid interest by paying less than the full statement balance.

**How is the Interest Charge applied?** Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

**How do you Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan other than Same As Cash Credit Plans, and 2) multiply the result by the number of days in the billing period. For Same As Cash Credit Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current Billing Cycle. The interest charge for Same as Cash Credit Plans is the total of:

- the applicable daily periodic rate (APR divided by 365) for the current Billing Cycle times the daily balance for each day in the current Billing Cycle; plus
- the applicable daily periodic rate for each prior Billing Cycle times the daily balances of the Credit Plan for each day during each prior Billing Cycle.

We add the interest charges for all Credit Plans together. The result is your total interest charge for the Billing Cycle.

**NOTE:** Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can I Close My Account?** You can contact Customer Service anytime to request that we close your account.

**How do you Process Payments?** When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**How do you Apply My Payment?** We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs. If your Account has a Same as Cash Credit Plan balance, we will treat that balance as having a 0% APR for this purpose, until the last two Billing Cycles of the promotional period. During the last two full Billing Cycles of the promotional period, we will apply payments exceeding the minimum payment to the Same as Cash Credit Plan(s) that is expiring, in the order of expiration date.

#### Billing Rights Summary

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:

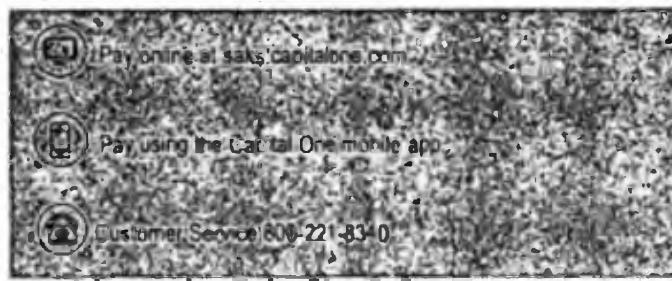
- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Purchase:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify, and
  - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 1001/2020



#### Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

**How do I Make Payments?** You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

#### When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Page 2 of 2

SaksFirst Credit Card ending in 9158  
Jun 21, 2024 - Jul 21, 2024 | 31 days in Billing Cycle

## Transactions

Visit

to see detailed transactions

## GLORIA RECIO #9158: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Reference Number	Amount
------------	-----------	-------------	------------------	--------

## GLORIA RECIO #9158: Transactions

Trans Date	Post Date	Description	Reference Number	Amount
------------	-----------	-------------	------------------	--------

Trans Date	Post Date	Description	Amount
------------	-----------	-------------	--------

Total Fees for This Period	\$0.00
----------------------------	--------

## Interest Charged

Interest Charge on Saks Purchases	\$37.14
-----------------------------------	---------

Interest Charge on Purchases	\$3.03
------------------------------	--------

Interest Charge on Other Balances	\$0.00
-----------------------------------	--------

Total Interest for This Period	\$40.17
--------------------------------	---------

## Totals Year-to-Date

Total Fees charged	\$109.00
--------------------	----------

Total Interest charged	\$252.00
------------------------	----------

## Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Saks Purchases	29.24% P	\$1,495.44	\$37.14
Other Purchases	29.24% P	\$121.90	\$3.03

**Variable APRs:** If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following Indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Feb., May, Aug., and Nov.
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month



Page 1 of 3

SaksFirst Credit Card ending in 9158  
Nov 21, 2023 - Dec 21, 2023 | 31 days in Billing Cycle

## Payment Information

Payment Due Date	For online and phone payments, the deadline is 8pm ET.
Jan 15, 2024	
New Balance	Minimum Payment Due
\$1,277.17	\$29.00

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

All you make now is a minimum payment.	You will still incur additional charges using the balance shown and the total amount on this card and each card on this statement.
Minimum Payment	8 Years      \$2,955
\$54	3 Years      \$1,933
Estimated savings if balance is paid off in about 3 years: \$1,022	

If you would like information about credit counseling services, call 1-800-326-8055.

## Account Summary

Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$1,277.17
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$1,277.17
Credit Limit	\$1,500.00
Available Credit (as of Dec 21, 2023)	\$222.83

## Rewards Summary

Rewards as of: 12/20/2023

## Rewards Tier: Premier

Rewards Balance 2,359 Every 2,500 points equals a \$25 SaksFirst gift card. Visit [saksfirst.com](http://saksfirst.com) for more details.

Previous Balance	Earned This Period	Points Redeemed
0	2,359	0

## Account Notifications

Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at [saks.capitalone.com](http://saks.capitalone.com)

Customer Service: 1-800-221-8340

See reverse for Important Information



GLORIA RECIO  
504 DIPPREY LN  
GEORGETOWN, TX 78628-2537

Payment Due Date: Jan 15, 2024

Account ending in 9158

New Balance	Minimum Payment Due	Amount Enclosed
\$1,277.17	\$29.00	\$ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



Capital One  
P.O. Box 60519  
City of Industry CA 91716-0519

**How can I Avoid Paying Interest Charges?** We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your statement each month, plus any minimum payment due appearing on your statement. More information about Interest Charges, including treatment of promotional balances, can be found in your Customer Agreement, in the section titled "Interest Charges and Fees." We may display an "Interest Severe Payment" amount on the front of your statement when your account is eligible to avoid interest by paying less than the full statement balance.

**How is the Interest Charge applied?** Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 28th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 28th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

**How do you Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan other than Same As Cash Credit Plans, and 2) multiply the result by the number of days in the billing period. For Same As Cash Credit Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current Billing Cycle. The Interest Charge for Same As Cash Credit Plans is the total of:

- the applicable daily periodic rate (APR divided by 365) for the current Billing Cycle times the daily balance for each day in the current Billing Cycle; plus
- the applicable daily periodic rate for each prior Billing Cycle times the daily balances of the Credit Plan for each day during each prior Billing Cycle.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

**NOTE:** Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

**How can I Close My Account?** You can contact Customer Service anytime to request that we close your account.

**How do you Process Payments?** When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**How do you Apply My Payment?** We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs. If your Account has a Same as Cash Credit Plan balance, we will treat that balance as having a 0% APR for this purpose, until the last two Billing Cycles of the promotional period. During the last two full Billing Cycles of the promotional period, we will apply payments exceeding the minimum payment to the Same as Cash Credit Plan(s) that is expiring, in the order of expiration date.

#### Billing Rights Summary

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Purchase:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify, and
  - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 10/01/2020



#### Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

**How do I Make Payments?** You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

#### When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Page 2 of 3  
**SaksFirst Credit Card ending in 9158**  
 Nov 21, 2023 - Dec 21, 2023 | 31 days in Billing Cycle

### Transactions

Visit [to see detailed transactions.](#)

#### GLORIA RECIO #9158: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Reference Number	Amount
<b>GLORIA RECIO #9158: Transactions</b>				
Trans Date	Post Date	Description	Reference Number	Amount
Nov 22	Nov 24	SaksOff5th.comPOTTSVILLEPA CREW NECK PAJAMA Sales Tax	07890855491270101000	\$35.06 \$32.39 \$2.67
Nov 22	Nov 24	SaksOff5th.comPOTTSVILLEPA W CORE SHOES Sales Tax	07890855661670101000	\$43.83 \$40.49 \$3.34
Nov 25	Nov 27	SaksOff5th.comPOTTSVILLEPA 38MM IPYG BLK D 36MM SS BLK DIAL CREW Sales Tax	07890875908770101000	\$1,198.28 \$490.49 \$413.98 \$202.49 \$91.32
<b>GLORIA RECIO #9158: Total Transactions</b>				
<b>Total Transactions for This Period</b>				
<b>\$1,277.17</b>				

### Fees

Trans Date	Post Date	Description	Amount
<b>Total Fees for This Period</b>			<b>\$0.00</b>

### Interest Charged

Interest Charge on Saks Purchases	\$0.00
Interest Charge on Purchases	\$0.00
Interest Charge on Other Balances	\$0.00
<b>Total Interest for This Period</b>	<b>\$0.00</b>

### Totals Year-to-Date

Total Fees charged	\$0.00
<b>Total Interest charged</b>	<b>\$0.00</b>

Additional Information on the next page



Page 3 of 3  
**SaksFirst Credit Card ending in 9158**  
 Nov 21, 2023 - Dec 21, 2023 | 31 days in Billing Cycle

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Saks Purchases	29.24% P	\$0.00	\$0.00
Other Purchases	29.24% P	\$0.00	\$0.00

**Variable APRs:** If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that begin in Jan., April, July, and Oct.
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month

## **EXHIBIT A**

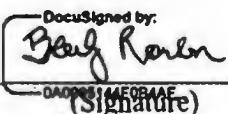
**BILL OF SALE AND ASSIGNMENT**  
 September 2021 Brands Fresh 180 Day Flow Lot 1

THIS BILL OF SALE AND ASSIGNMENT dated April 24, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "Master Purchase Agreement"), and that certain Addendum No. 1 dated December 14, 2023 between Bank and Buyer (the "Addendum," together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

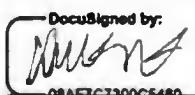
Citibank, N.A.

By:   
 Brandy Reardon  
 (Signature)

Name: Brandy Reardon

Title: Authorized Party

Midland Credit Management, Inc.

By:   
 Danielle Wohlfahrt  
 (Signature)

Name: Danielle Wohlfahrt

Title: MVP, BD & Strategic Partnerships

Contract ID: MC8MUMAA120623  
Addendum ID: MC8MUMAA121423C1  
Document ID: 041124MC1MU3FMA1

### Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot1-0424 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 1	041124MC1MU3FM	[REDACTED]	[REDACTED]	4/11/2024	[REDACTED]

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C1  
 Document ID: 041124MC1MU3FMG1

### AFFIDAVIT OF SALE OF ACCOUNTS

**State of Missouri**  
**County of Platte**

Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about April 24, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 1 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

EXECUTED on May 1, 2024.

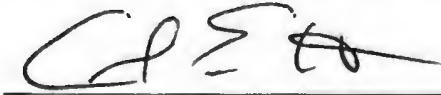


Terri Bergman

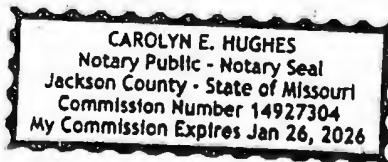
Name

**State of Missouri** )  
                     )  
                     ) ss  
**County of Platte** )

On this 1 day of May, 2024 before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[SEAL]



<u>Field</u>	<u>Field Data</u>
Account Number	[REDACTED] 667
First Name	GLORIA
Middle Name	E
Last Name	RECIO
SSN	XXX-XX-9403
Date of Birth	[REDACTED]
Address 1	504 DIPPREY LN
City	ANDICE
State	TX
Zip	78628
Open Date	06/25/2023
Last Purchase Date	09/04/2023
Sale Amount	\$3,152.21
Charge Off Date	03/04/2024
Charge off Balance	\$3,152.21
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	AADVANTAGE MILEUP

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 04/24/2024 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Midland-Brands-Fresh-Flow-Lot1-0424  
041124MC1MU3FM

## **EXHIBIT B**

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF NANCY PETERSON

GLORIA E RECIO,

Defendant(s).

---

Nancy Peterson, whose business address is 600 W. Saint Germain St Suite 200, St. Cloud, MN 56301-3616, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CITIBANK, N.A./ADVANTAGE MILEUP account XXXXXXXXXXXXXXX2667 (MCM Number 326880308) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

---

AFFIDAVIT OF NANCY PETERSON - 1



326880308



AFFRECATTACH



25-369864

of the subsequent collection and/or servicing activities recorded, and a business duty to report, to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. The accuracy of such records is relied upon by Plaintiff in collecting this Account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the Account at issue in this case as required by law and/or suffer business loss.

5. MCM's records show that the Account was charged off on 2024-03-04 with a balance of \$3,152.21. On or about 2024-04-24, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$3,152.21. As of 2025-10-30, MCM's records show that the balance of \$3,152.21 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$3,152.21 from Defendant. All credits and offsets for payments have been applied to the balance.

6. The complete chain of title including CITIBANK, N.A., the original creditor, and all post-charge-off purchasers/assignees of the debt are as follows:

1. CITIBANK, N.A.

2024-04-24

2. Midland Credit Management, Inc.

7. Based upon my review, attached hereto are records regarding the Account being a reproduction from Plaintiff's records. The documents attached hereto, are true and correct copies of the originals, except to the extent that confidential and privileged information is omitted or redacted and personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law.

---

AFFIDAVIT OF NANCY PETERSON - 2



326880308



AFFRECATTACH



25-369864

I certify under penalty of perjury that the foregoing statements are true and correct.

NOV 25 2025

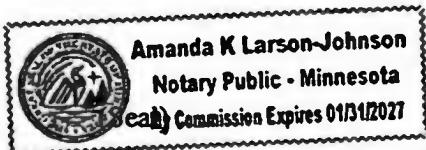
MSJ

Nancy Peterson

**STATE OF MINNESOTA  
COUNTY OF STEARNS**

Signed and sworn to (or affirmed) before me on  
by Nancy Peterson.

NOV 25 2025



**Notary Public**

CA137

**AFFIDAVIT OF NANCY PETERSON - 3**



326880308



#### AFFREFCATTACH



25-369864

DocuSign Envelope ID: 442FD2C6-24CB-4585-9023-272AE74AF0FA

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C1  
 Document ID: 041124MC1MU3FMBI

**BILL OF SALE AND ASSIGNMENT**  
 September 2021 Brands Fresh 180 Day Flow Lot 1

THIS BILL OF SALE AND ASSIGNMENT dated April 24, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "Master Purchase Agreement"), and that certain Addendum No. 1 dated December 14, 2023 between Bank and Buyer (the "Addendum," together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

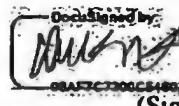
Citibank, N.A.

By:


Name: Brandy ReardonTitle: Authorized Party

Midland Credit Management, Inc.

By:


Name: Danielle WohlfahrtTitle: MVP, BD & Strategic Partnerships

Midland 120623

Contract ID: MC8MUMAA120623  
Addendum ID: MC8MUMAA121423C1  
Document ID: 041124MC1MU3FMA1

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot1-0424 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 1	041124MC1MU3FM	[REDACTED]	[REDACTED]	4/11/2024	[REDACTED]

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C1  
 Document ID: 041124MC1MU3FMG1

### AFFIDAVIT OF SALE OF ACCOUNTS

**State of Missouri  
 County of Platte**

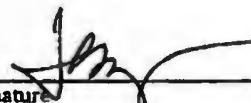
Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about April 24, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 1 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

EXECUTED on May 1, 2024



Signature

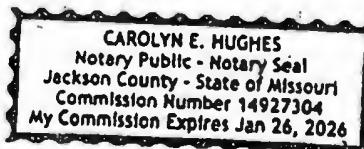
Terri Bergman

Name

**State of Missouri** )  
                     ) ss  
**County of Platte** )

On this 1 day of May, 2024 before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

C E H [SEAL]



## AAdvantage® MileUp® Card



GLORIA E RECIO

Member Since 2023 Account number ending in: 2667

Billing Period: 02/03/24-03/04/24

Billing Inquiries and Customer Service  
 BOX 6500 SIOUX FALLS, SD 57117  
 1-800-925-8871, (TTY: 711)  
[www.citicards.com](http://www.citicards.com)

## MARCH STATEMENT

Minimum payment due:	\$3,152.21
New balance as of 03/04/24:	\$3,152.21
Payment due date:	03/04/24

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$3,152

For information about credit counseling services, call 1-877-337-8188.

## Account Summary

Previous balance	\$3,072.97
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$79.24
New balance	\$3,152.21

## Credit Limit

Revolving Credit limit \$2,500  
 Includes \$800 cash advance limit

For Payments, send check to: CITI CARDS, PO BOX 78081, PHOENIX AZ, 85062-8081

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
 Text "App15" to MyCiti (692484)  
 or go to your device's app store.  
 Or visit [www.citicards.com](http://www.citicards.com)

Minimum payment due	\$3,152.21
New balance	\$3,152.21
Payment due date	03/04/24

Amount enclosed:

Account number ending in 2667  
 Please make check payable to CITI CARDS.

000000 PW 32 A 0

GLORIA E RECIO  
 504 DIPPREY LN  
 ANDICE TX 78628-2537

CITI CARDS  
 PO BOX 78081  
 PHOENIX AZ 85062-8081

15009 0315221 0315221 00000000 2667 0214

[www.citicards.com](http://www.citicards.com)

GLORIA E RECIO

Customer Service 1-800-925-8871  
(TTY: 711)

Page 2 of 2

**Account Summary**

Trans. date	Post date	Description	Amount
-------------	-----------	-------------	--------

**Fees charged**

Total fees charged in this billing period	\$0.00
---	--------

**Interest charged**

Date	Description	Amount
03/04	INTEREST CHARGED TO STANDARD ADV	\$15.64
03/04	INTEREST CHARGED TO STANDARD PURCH	\$63.60
Total Interest charged in this billing period		\$79.24

**2024 totals year-to-date**

Total fees charged in 2024	\$82.00
Total interest charged in 2024	\$224.06

**Interest charge calculation**

Days in billing cycle: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.99% (V)	\$2,496.91(D)	\$63.60
ADVANCES			
Standard Adv	29.99% (V)	\$614.24 (D)	\$15.64

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions). Balances followed by (A) are determined by the average daily balance method.

**Account messages**

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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## AAdvantage® MileUp® Card



GLORIA E RECIO

Member Since 2023 Account number ending in: 2667

Billing Period: 08/03/23-09/04/23

## SEPTEMBER STATEMENT

Minimum payment due:	<b>\$171.48</b>
New balance as of 09/04/23:	<b>\$2,524.05</b>
Payment due date:	<b>09/28/23</b>

See the back of this statement for important information about how to avoid paying interest on purchases.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional payments, you will pay off the balance using this card over 10 years. And you will end up paying interest charges using this card over 10 years. See the table below for details.

Only the minimum payment	10 year(s)	\$6,504
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For information about credit counseling services, call 1-877-337-8188.

Billing Inquiries and Customer Service  
BOX 6500 SIOUX FALLS, SD 57117  
1-800-552-7922, (TTY: 711)  
[www.citicards.com](http://www.citicards.com)

Your account is past due \$41.00 and over the credit limit by \$24.05. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overlimit Amount.

## Account Summary

Previous balance	\$641.45
Payments	-\$0.00
Credits	-\$50.00
Purchases	+\$1,851.17
Cash advances	+\$0.00
Fees	+\$30.00
Interest	+\$51.43
<b>New balance</b>	<b>\$2,524.05</b>

## Credit Limit

Revolving Credit limit	<b>\$2,500</b>
Includes \$800 cash advance limit	

AMERICAN AIRLINES  
AADVANTAGE® MILES

AAdvantage® Miles  
Earned this period:  
**11,853**

See page 3 for more information  
about your rewards

For Payments, send check to: Citi Cards, PO Box 78081, Phoenix AZ, 85062-8081

Pay your bill from virtually anywhere  
with the Citi Mobile® App and Citi® Online



To download:  
Text 'App15' to MyCiti (692484)  
or go to your device's app store.  
Or visit [www.citicards.com](http://www.citicards.com)

Minimum payment due	<b>\$171.48</b>
New balance	<b>\$2,524.05</b>
Payment due date	<b>09/28/23</b>

Amount enclosed:

Account number ending in 2667  
Please make check payable to Citi Cards.

Citi Cards  
PO Box 78081  
Phoenix AZ 85062-8081

000000 PW 00 A 0

GLORIA E RECIO  
504 DIPPREY LN  
ANDICE TX 78628-2537

15009 0017148 0252405 0000000 2667 0210

www.citicards.com

GLORIA E RECIO

Customer Service 1-800-552-7922  
(TTY: 711)

Page 2 of 3

**Account Summary**

Trans. date	Post date	Description	Amount
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**Payments, Credits and Adjustments**

09/04	Congrats! Purchase Bonus	\$50.00
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**Standard Purchases**

08/06	08/06	PAYPAL *RAQUELEVITA	4029357733	CA	\$514.80
08/07	08/07	Monica Vinader Inc	8557535555	NY	\$162.38
08/07	08/07	Monica Vinader Inc	8557535555	NY	\$194.40
08/08	08/08	UBER EATS	8005928996	CA	\$23.76
08/10	08/10	ETSY.COM - BEHERVINYL	C 8446593879	NY	\$8.65
08/14	08/14	BHN*GIFTCARDS.COM	PLEASANTON	CA	\$105.95
08/14	08/14	SP JICR FIRST AID	UPLAND	CA	\$109.58
08/15	08/15	GWCTX 1253	CEDAR PARK	TX	\$75.00
08/16	08/16	McDonalds 38955	CEDAR PARK	TX	\$3.55
08/16	08/16	McDonalds 38955	CEDAR PARK	TX	\$8.97
08/19	08/19	UBER EATS	8005928996	CA	\$128.24
08/20	08/20	SQ *DONUTNV	Liberty Hill	TX	\$12.00
08/20	08/20	UBER EATS	8005928996	CA	\$29.12
08/21	08/21	WHATABURGER 1175	LEANDER	TX	\$9.89
08/23	08/23	McDonalds 38955	CEDAR PARK	TX	\$3.98
08/23	08/23	McDonalds 38955	CEDAR PARK	TX	\$8.97
08/23	08/23	SP JUNGLE BOX	LONGMONT	CO	\$42.64
08/23	08/23	SP TAO CLEAN	SANTA ANA	CA	\$164.66
08/25	08/25	McDonalds 38955	CEDAR PARK	TX	\$3.98
08/25	08/25	McDonalds 38955	CEDAR PARK	TX	\$3.98
08/25	08/25	McDonalds 38955	CEDAR PARK	TX	\$8.53
08/28	08/28	UBER EATS	8005928996	CA	\$57.45
08/29	08/29	MURPHY7666ATWALMART	CEDAR PARK	TX	\$43.28
08/30	08/30	McDonalds 38955	CEDAR PARK	TX	\$4.86
08/30	08/30	McDonalds 38955	CEDAR PARK	TX	\$5.60
08/30	08/30	STICKER MULE	AMSTERDAM	NY	\$86.40
08/31	08/31	SP CLIXAUTO	SANFORD	FL	\$6.90
09/01	09/01	McDonalds 38955	CEDAR PARK	TX	\$3.55
09/01	09/01	McDonalds 38955	CEDAR PARK	TX	\$8.97
09/02	09/02	CARLS JR 1101854	GEOGETOWN	TX	\$11.13

**Fees charged**

Date	Description	Amount
09/04	LATE FEE - AUG PAYMENT PAST DUE	\$30.00
Total fees charged in this billing period		\$30.00

**Interest charged**

Date	Description	Amount
09/04	INTEREST CHARGED TO STANDARD ADV	\$14.33
09/04	INTEREST CHARGED TO STANDARD PURCH	\$37.10
Total interest charged in this billing period		\$51.43

**2023 totals year-to-date**

Total fees charged in 2023	\$59.31
Total interest charged in 2023	\$54.48

AADVANTAGE®  
MILES EARNED  
THIS PERIOD:

**11,853**

Purchase Bonus	1,853 10,000
----------------	-----------------

Accumulated This Period 11,853  
» Visit [aa.com/aadvantage](http://aa.com/aadvantage) to  
Redeem miles, book flights and  
much more

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www.citicards.com

Customer Service 1-800-552-7922  
(TTY: 711)

Page 3 of 3

GLORIA E RECIO

<b>Interest charge calculation</b>		Days in billing cycle: 33	
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.99% (V)	\$1,368.38 (D)	\$37.10
ADVANCES			
Standard Adv	29.99% (V)	\$528.53 (D)	\$14.33

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

### Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

Your account is past due \$41.00 and over the credit limit by \$24.05. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overtlimit Amount. If you have already sent us this payment, thank you.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 09/21/2023 to allow enough time for regular mail to reach us.

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