

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

IN THE JUSTICE COURT

Filed: 1/28/2026 1:56 PM

MM

vs.

PRECINCT 3

XIMENA ROJAS  
Defendant

TRAVIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of XIMENA ROJAS, the Defendant, and for cause of action shows:

**Discovery Level**

1. 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**

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

3. 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:

XIMENA ROJAS  
4201 MONTEREY OAKS BLVD APT 917  
AUSTIN, TX 78749-1029

**Venue and Jurisdiction; Relief Sought**

4. 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**

5. 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.

6. 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.

7. 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**

8. Defendant had an account with CREDIT ONE BANK, N.A.. Plaintiff purchased Defendant's debt on or about December 19, 2023. 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 Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CREDIT ONE BANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-3547
DATE OF CHARGE-OFF:	November 09, 2023
CHARGE-OFF BALANCE:	\$1,846.51
DATE OF ORIGINATION:	December 25, 2017

Account Stated

9. 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.

10. Demand for payment has been made by Plaintiff, and as of December 08, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,846.51. No interest (0%) is accruing on the account.

#### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$1,846.51 along with post judgment interest at the statutory rate provided by applicable law.

#### **Conditions Precedent**


12. 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 \$1,846.51;
- 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.



Cynthia Stevens

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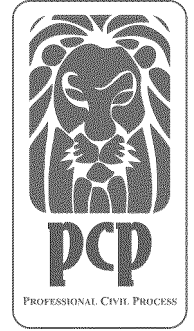
Brian Staley, Texas Bar No. 00797483  
Michael Young, Texas Bar No. 24037759  
Peter Newman, Texas Bar No. 24106928  
Juan Goenaga, Texas Bar No. 00797868  
Cynthia Stevens, Texas Bar No. 24129749  
Genail Logan, Texas Bar No. 24117754  
Sunny Park, Texas Bar No. 24149285  
John Gillespie, Texas Bar 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.

PCP Corporate  
103 Vista View Trail  
Spicewood, TX, 78669  
(512) 477-3500

Travis County JP3  
Judge Sylvia Holmes  
J3-CV-26-000553  
Filed: 1/28/2026 1:56 PM MM



Jan 23, 2026

**ORIGINAL PETITION FILING REQUEST**

SYLVIA HOLMES  
Justice Court 3/1 of TRAVIS County  
8656-B WEST HWY 71, SUITE 200  
AUSTIN TX 78735

Re: **MIDLAND CREDIT MANAGEMENT INC.**  
**vs.**  
**XIMENA ROJAS**

Dear Court Clerk,

Please find enclosed Plaintiff's Original Petition with Attachment(s) for filing with the Court and a copy for each defendant to be to be filed stamped and returned. We have also enclosed a check for filing fee cost and the issuance of the citation(s). Pursuant to TRCP 502.4(b) if the address does not belong to you precinct, please do not forward to another court for filing, but return the documents unfiled back to our office.

**Please issue a citation on the following person or entity:**

**ROJAS, XIMENA**  
**4201 MONTEREY OAKS BLVD APT 917 AUSTIN TX 78749-1029**

Pursuant to TRCP 501.1 (a) and 501.3 (a) please retain the original citation in the courts file. We respectfully request that the court only return the service copy of the citation to our office along with the file stamped copy of the Petition with Attachment(s). Also, please file stamp and attach this Clerk Letter and filing fee receipt to the citation and:

**PLEASE EMAIL THE CITATION BACK TO EFILING@PCPUSA.NET**

We will be using a JBCC Certified Process Server, or a person already authorized to serve the citation. Please feel free to contact our office if you have any questions or concerns about this request.

Sincerely,

PCP Team  
1-866-PROCESS

PCP#: A26105012  
CLT#: 25-44107

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JENNIFER DITTBERNER

XIMENA ROJAS,

Defendant(s).

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Jennifer Dittberner, 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 CREDIT ONE BANK, N.A. account XXXXXXXXXXXXX3547 (MCM Number 325091357) (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 of the subsequent collection and/or servicing activities recorded, and a business duty to report,

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AFFIDAVIT OF JENNIFER DITTBERNER - 1

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 2023-11-09 with a balance of \$1,846.51. On or about 2023-12-19, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,846.51. As of 2025-12-08, MCM's records show that the balance of \$1,846.51 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,846.51 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- |                                    |            |
|------------------------------------|------------|
| 1. CREDIT ONE BANK, N.A.           | 2023-11-09 |
| 2. MHC Receivables, LLC            | 2023-12-19 |
| 3. CREDIT ASSET SALES LLC          | 2023-12-19 |
| 4. 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.

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

JAN 07 2026  
Date

Jennifer Dittberner

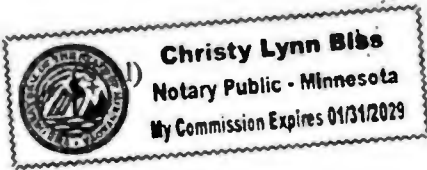
STATE OF MINNESOTA  
COUNTY OF STEARNS

JAN 07 2026

Signed and sworn to (or affirmed) before me on  
by Jennifer Dittberner.

Christy Lynn Bibb

Notary Public



CA137

AFFIDAVIT OF JENNIFER DITTBERNER - 3





# EXHIBIT B

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of November 30, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_122023 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

**CREDIT ONE BANK, N.A.**



Michael Wiese  
Vice President

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of November 30, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named CreditOne\_Fresh\_Encore\_122023 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

CREDIT ONE BANK, N.A.



Michael Wiese  
Vice President

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the **BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC** that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

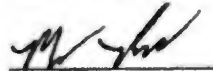
**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM MHC RECEIVABLES, LLC, TO FNBM, LLC**

As of December 19, 2023, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC, ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_122023 attached hereto and incorporated by reference as "Exhibit A" ; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

**EXHIBIT A**

**ACCOUNT SCHEDULE**

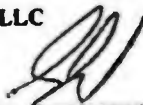
The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM MHC RECEIVABLES, LLC TO FNBM, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_122023, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM FNB, LLC TO CREDIT ASSET SALES LLC**

On December 19, 2023, FNB, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Credit Asset Sales LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_122023 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

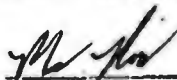
FNB, LLC



\_\_\_\_\_  
Greg Hammond, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC



\_\_\_\_\_  
Mark Rufail, Authorized Representative



**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM FNBM, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_122023, with such electronic file incorporated herein by reference.

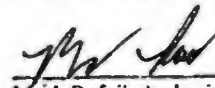
**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC**

On December 19, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Credit Asset Sales LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_122023 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

**Exhibit G**

**AFFIDAVIT OF CREDIT ONE BANK, N.A., FNBM, LLC, AND MHC RECEIVABLES, LLC**

STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF CLARK                 )

Your Affiant, Mike Wiese Vice, being first duly sworn, states under oath as follows:

1. My name is Mike Wiese. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an authorized representative of Credit One, FNBM, LLC ("FNBM"), and MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One, FNBM, and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.

2. As part of my regular job duties, I have access to and routinely review the business records of Credit One, MHC, and FNBM related to accounts and associated receivables originated, serviced, and charged-off by Credit One. Such records include those maintained by or on behalf of Credit One, MHC and FNBM in the ordinary course of each entity's business with regard to the sale and assignment of Credit One's, MHC's, and FNBM's accounts and associated receivables.

3. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.

4. Assignment or Sale of Receivables.

a. Each day, any new receivables ("Receivables") associated with the Accounts (as defined below), are sold by (a) Credit One to MHC, as evidenced by a Bill of Sale and Assignment dated as of November 30 2023, by Credit One in favor of MHC, a copy of which is attached hereto, and then (b) MHC to FNBM, as evidenced by a Bill of Sale and Assignment dated as of December 19, 2023, by MHC in favor of FNBM, a copy of which is attached hereto.

b. On or about December 19, 2023, FNBM sold the Receivables to Credit Asset Sales LLC ("Credit Asset Sales"), as evidenced by a Bill of Sale and Assignment dated as of December 19, 2023, by FNBM in favor of Credit Asset Sales, a copy of which is attached hereto.

5. Assignment or Sale of Accounts.

a. On or about November 30 2023, Credit One sold a pool of charged-off accounts ("Accounts") associated with the Receivables to MHC, as evidenced by a Bill of Sale and Assignment dated as of November 30 2023, by Credit One in favor of MHC, a copy of which is attached hereto.

b. On or December 19, 2023, MHC sold the Accounts to Credit Asset Sales, as evidenced by a Bill of Sale and Assignment dated as of December 19, 2023, by MHC in favor of Credit Asset Sales, a copy of which is attached hereto.

6. Neither Credit One, FNBM, nor MHC retains any rights to receive payments, or to collect on the Accounts or Receivables. As demonstrated in the preceding, the Accounts and Receivables are ultimately reunited and all rights, title, and interest in the Accounts and Receivables are ultimately held by Credit Asset Sales. Sections 4 and 5 of this Affidavit shall hereinafter be referred to collectively as the "Sale of Accounts and Receivables".

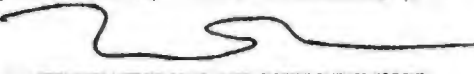
7. As part of the Sale of Accounts and Receivables, information contained in Credit One's, MHC's, and FNBM's business records relating to the Accounts and Receivables (collectively, the "Business Records") were provided to Credit Asset Sales. These Business Records were made and/or recorded by or for Credit One, FNBM, and

MHC as part of the regular course of business of each entity at or near the time of the acts, events, or conditions recorded. These Business Records accurately reflect the status of the Accounts and Receivables, are truthfully reflected in the computer file identified in each Bill of Sale and Assignment, and are complete without errors to the best of my knowledge.

8. Credit One, as servicing agent for MHC and FNBM, maintained the Business Records related to the Accounts and Receivables. To the extent the Business Records include records that were prepared by Credit One on behalf of MHC or FNBM, those records were accurately incorporated into the records of both FNBM and MHC as both FNBM's and MHC's own Business Records. To the extent that the Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both FNBM and MHC as Business Records, and were relied upon thereon.

The above statements are true and accurate to the best of my knowledge and are made for the benefit of any court that from time to time considers whether Credit Asset Sales (or its successors or assigns) has the right to collect and/or enforce all or any portion of the Receivables, or to enforce any rights related to the Accounts.

Signed this 21<sup>st</sup> day of December, 2023

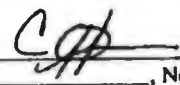


Michael Wiese  
Credit One Bank, N.A. – Authorized Representative and Vice President of Collections  
FNBM, LLC – Authorized Representative  
MHC Receivables, LLC – Authorized Representative

**ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY**

STATE OF NEVADA           )  
  ) ss.  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 21<sup>st</sup> day of Dec, 2023 by Michael Wiese, authorized representative of FNBM, LLC, authorized representative of MHC Receivables, LLC, and Vice President of Collections for Credit One Bank, N.A.

  
\_\_\_\_\_, Notary Public



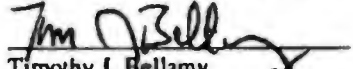
CRYSTAL OFFORD  
NOTARY PUBLIC  
STATE OF NEVADA  
Appl. No. 20-5948-01  
My Appt. Expires June 4, 2024

**CERTIFICATE OF CONFORMITY**

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

I, Timothy J. Bellamy, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale was taken by Crystal Offord, notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 4th day of January, 2024

  
Timothy J. Bellamy  
Nevada State Bar # 149730  
Credit One Bank, N.A.  
6801 S. Cimmaron Rd  
Las Vegas, NV 89113

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT,**  
**INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of **July 31, 2023** ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named **CreditOne\_Fresh\_Encore\_122023** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement, and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

DATE: **December 19, 2023**

**CREDIT ASSET SALES LLC**

By: \_\_\_\_\_

Name: **Craig Bennett**

Title: **Authorized Representative**

**MIDLAND CREDIT MANAGEMENT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Danielle Wohlfahrt**

Title: \_\_\_\_\_

**MVP, BD & Strategic Partnerships**

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_122023 with such electronic file incorporated herein by reference.



**AFFIDAVIT OF SALE OF ACCOUNTS BY**  
**CREDIT ASSETS SALES LLC**

State of Nevada    )  
                              ) ss.  
County of Clark    )

I, Mark Hutchins, hereby affirm as follows:

1. I am over 18 and not a party to this action. I am an Assistant Vice President of Credit One Bank, N.A. ("Credit One") and an Authorized Representative of Credit Assets Sales LLC ("Credit Asset Sales"). In that capacity, I have access to certain books and records of Credit Asset Sales LLC, and am aware of the process of the sale and assignment of electronically stored business records.
2. Credit Asset Sales owns certain accounts and has information related to such accounts maintained and recorded on its behalf in its business records. I am authorized to make the statements and representations set forth in this affidavit on behalf of Credit Asset Sales. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Credit Asset Sales.
3. On December 19, 2023 (the "Sale Date"), Credit Asset Sales sold a pool of charged-off accounts, and receivables due and owing associated with those accounts (hereinafter referred to collectively as "Purchased Accounts"), described on the computer file which specifically references each account in the data file, named "CreditOne\_Fresh\_Encore\_122023" (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Credit Management, Inc (the "Buyer") (such transaction being the "Sale"). The originating creditor, charge-off creditor, and servicer of the Purchased Accounts was Credit One Bank, N.A.
4. Pursuant to the Sale, Credit Asset Sales sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Purchased Accounts; (ii) the right to any future payments made arising out of the Purchased Accounts, (iii) any unpaid balance related to the Purchased Accounts, and (iv) all account documents in Credit Asset Sales' possession. All of the assets transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Purchased Accounts, the Computer File, the account documents, or Credit Asset Sales' ownership of and title to the Purchased Accounts.
5. In connection with the Sale of the Purchased Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). As part of my regular job duties, I have knowledge of and access to Business Records relating to the Purchased Accounts. These Business Records were kept by or on behalf of Credit Asset Sales in the regular course of business. It was within Credit Asset Sales' regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Credit Asset Sales becoming part of its own Business Records.
6. The charge-off creditor's address at time of charge-off was Credit One Bank, N.A., PO Box 98873, Las Vegas, NV 89193- 8873.

[signatures included on following page]

The above statements are true to the best of my knowledge.

Signed this 4th day of Jan, 2024

Mark Hutchins  
Mark Hutchins  
Authorized Representative

ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

The instrument was acknowledged before me this 4th day of Jan, 2024 by Mark Hutchins.

Crystal Offord  
Notary Public



CRYSTAL OFFORD  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 20-5948-01  
My Appt. Expires June 4, 2024

CERTIFICATE OF CONFORMITY

STATE OF Nevada     )  
                                  ) ss.  
COUNTY OF Clark    )

I, Jamie K. Combs, hereby certify that I am an attorney-at-law duly admitted to practice in the State of Nevada and am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state I am duly qualified to make this Certificate of Conformity and that the foregoing acknowledgment upon the Affidavit of Sale of Accounts by Credit Asset Sales LLC was taken before Crystal Offord, a notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada being the state in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in Nevada.

01/04/2024  
Date

Jamie K. Combs  
Jamie K. Combs  
Nevada State Bar # 13088  
6801 S. Cimarron Rd.  
Las Vegas, NV 89113

Account Number [REDACTED] 3547  
October 09, 2023 to November 08, 2023

## QUESTIONS?

Call Customer Service or Report  
a Lost or Stolen Credit Card **1-877-825-3242**  
Outside the U.S. Call **1-702-405-2042**

Please send billing inquiries and correspondence to  
P.O. Box 98873, Las Vegas, NV 89193-8873

**Late Payment Warning:**

If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.

**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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$1,847.00

If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit [www.justice.gov/usfist-credit-counseling-agencies-approved-pursuant-11-usc-111](http://www.justice.gov/usfist-credit-counseling-agencies-approved-pursuant-11-usc-111).

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
<b>Payments, Credits, and Adjustments</b>				
<b>Fees</b>				
F5727009R000CYLAC	11/08	11/08	ANNUAL FEE 12/23 THROUGH 12/23	8.25
	11/08	11/08	LATE FEE	39.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>47.25</b>
<b>Interest Charged</b>				
	11/08	11/08	Interest Charge on Purchases	37.24
	11/08	11/08	Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>37.24</b>
<b>2023 Totals Year-to-Date</b>				
Total fees charged in 2023			\$421.75	
Total interest charged in 2023			\$360.81	

Your account is currently closed.

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 Charge
Purchases	29.15%(v)	\$1,532.97	\$37.24
Cash Advances	29.15%(v)	\$0.00	\$0.00
STANDARD BALANCE TRANSFER	29.15%(v)	\$0.00	\$0.00

(v) = Variable Rate

5385 JBM 001 7 8 231108 0 C X PAGE 1 of 1 20 5727 0820 M250 O1GR5385

Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



P.O. BOX 98873  
LAS VEGAS, NV 89193-8873

For address, telephone and email changes,  
please complete the reverse side.  
Or, update your contact information online  
at [www.CreditOneBank.com](http://www.CreditOneBank.com).

**PAY YOUR BILL ONLINE at [CreditOneBank.com](http://CreditOneBank.com)**

Account Number: [REDACTED] 3547  
New Balance: \$1,846.51  
Minimum Payment Due: \$1,846.51  
Payment Due Date: 12/04/23

AMOUNT ENCLOSED:

0.111.1.1.0.199.1.0.1...4.0.....00.0.100.10.0001.110111....101

CREDIT ONE BANK  
PO BOX 60500  
CITY OF INDUSTRY CA 91716-0500

XIMENA ROJAS  
1081 WASS ST  
TUSTIN CA 92780-2851

March 09, 2023 to April 08, 2023

P.O. Box 98873, Las Vegas, NV 89193-8873

If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit [www.justice.gov/ustlist-credit-counseling-agencies-approved-pursuant-11-usc-111](http://www.justice.gov/ustlist-credit-counseling-agencies-approved-pursuant-11-usc-111).

Go Paperless and manage your account online! We will notify you by email when your documents are available to view online. It's secure, convenient, and easy. Enroll today by logging into your account and going to 'Documents & Statements'.

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 Charge
Purchases	28.65%(v)	\$1,302.40	\$31.10
Cash Advances	28.65%(v)	\$0.00	\$0.00
STANDARD BALANCE TRANSFER	28.65%(v)	\$0.00	\$0.00
(v) = Variable Rate			

R5385

Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



# EXHIBIT A

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

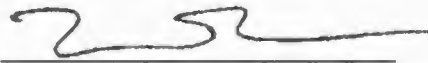
As of November 30, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_122023 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

**CREDIT ONE BANK, N.A.**



Michael Wiese  
Vice President

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Accounts pursuant to the **BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC** that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of November 30, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named **CreditOne\_Fresh\_Encore\_122023** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

**CREDIT ONE BANK, N.A.**



Michael Wiese  
Vice President



**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the **BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC** that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

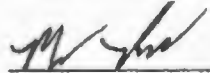
**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM MHC RECEIVABLES, LLC, TO FNBM, LLC**

As of December 19, 2023, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC, ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_122023 attached hereto and incorporated by reference as "Exhibit A" ; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM MHC RECEIVABLES, LLC TO FNBM, LLC that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM FNBM, LLC TO CREDIT ASSET SALES LLC**

On December 19, 2023, FNBM, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Credit Asset Sales LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_122023 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

FNBM, LLC



\_\_\_\_\_  
Greg Hammond, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC



\_\_\_\_\_  
Mark Rufail, Authorized Representative

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM FNBM, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

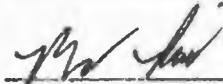
**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC**

On December 19, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Credit Asset Sales LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named **CreditOne\_Fresh\_Encore\_122023** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023**, with such electronic file incorporated herein by reference.

**Exhibit G**

**AFFIDAVIT OF CREDIT ONE BANK, N.A., FNBM, LLC, AND MHC RECEIVABLES, LLC**

STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF CLARK                 )

Your Affiant, Mike Wiese Vice, being first duly sworn, states under oath as follows:

1. My name is Mike Wiese. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an authorized representative of Credit One, FNBM, LLC ("FNBM"), and MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One, FNBM, and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.

2. As part of my regular job duties, I have access to and routinely review the business records of Credit One, MHC, and FNBM related to accounts and associated receivables originated, serviced, and charged-off by Credit One. Such records include those maintained by or on behalf of Credit One, MHC and FNBM in the ordinary course of each entity's business with regard to the sale and assignment of Credit One's, MHC's, and FNBM's accounts and associated receivables.

3. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.

4. Assignment or Sale of Receivables.

a. Each day, any new receivables ("Receivables") associated with the Accounts (as defined below), are sold by (a) Credit One to MHC, as evidenced by a Bill of Sale and Assignment dated as of **November 30 2023**, by Credit One in favor of MHC, a copy of which is attached hereto, and then (b) MHC to FNBM, as evidenced by a Bill of Sale and Assignment dated as of **December 19, 2023**, by MHC in favor of FNBM, a copy of which is attached hereto.

b. On or about **December 19, 2023**, FNBM sold the Receivables to Credit Asset Sales LLC ("Credit Asset Sales"), as evidenced by a Bill of Sale and Assignment dated as of **December 19, 2023**, by FNBM in favor of Credit Asset Sales, a copy of which is attached hereto.

5. Assignment or Sale of Accounts.

a. On or about **November 30 2023**, Credit One sold a pool of charged-off accounts ("Accounts") associated with the Receivables to MHC, as evidenced by a Bill of Sale and Assignment dated as of **November 30 2023**, by Credit One in favor of MHC, a copy of which is attached hereto.

b. On or **December 19, 2023**, MHC sold the Accounts to Credit Asset Sales, as evidenced by a Bill of Sale and Assignment dated as of **December 19, 2023**, by MHC in favor of Credit Asset Sales, a copy of which is attached hereto.

6. Neither Credit One, FNBM, nor MHC retains any rights to receive payments, or to collect on the Accounts or Receivables. As demonstrated in the preceding, the Accounts and Receivables are ultimately reunited and all rights, title, and interest in the Accounts and Receivables are ultimately held by Credit Asset Sales. Sections 4 and 5 of this Affidavit shall hereinafter be referred to collectively as the "Sale of Accounts and Receivables".

7. As part of the Sale of Accounts and Receivables, information contained in Credit One's, MHC's, and FNBM's business records relating to the Accounts and Receivables (collectively, the "Business Records") were provided to Credit Asset Sales. These Business Records were made and/or recorded by or for Credit One, FNBM, and



MHC as part of the regular course of business of each entity at or near the time of the acts, events, or conditions recorded. These Business Records accurately reflect the status of the Accounts and Receivables, are truthfully reflected in the computer file identified in each Bill of Sale and Assignment, and are complete without errors to the best of my knowledge.

8. Credit One, as servicing agent for MHC and FNBM, maintained the Business Records related to the Accounts and Receivables. To the extent the Business Records include records that were prepared by Credit One on behalf of MHC or FNBM, those records were accurately incorporated into the records of both FNBM and MHC as both FNBM's and MHC's own Business Records. To the extent that the Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both FNBM and MHC as Business Records, and were relied upon thereon.

The above statements are true and accurate to the best of my knowledge and are made for the benefit of any court that from time to time considers whether Credit Asset Sales (or its successors or assigns) has the right to collect and/or enforce all or any portion of the Receivables, or to enforce any rights related to the Accounts.

Signed this 21<sup>st</sup> day of December, 2023

Michael Wiese

**Credit One Bank, N.A. – Authorized Representative and Vice President of Collections**

**FNBM, LLC – Authorized Representative**

**MHC Receivables, LLC – Authorized Representative**

**ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY**

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

This instrument was acknowledged before me on the 21<sup>st</sup> day of Dec, 2023 by Michael Wiese, authorized representative of FNBM, LLC, authorized representative of MHC Receivables, LLC, and Vice President of Collections for Credit One Bank, N.A.

C. J. [Signature]  
\_\_\_\_\_, Notary Public

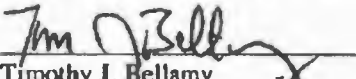


**CERTIFICATE OF CONFORMITY**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

I, Timothy J. Bellamy, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale was taken by Crystal Offord, notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 4th day of January, 2024

  
Timothy J. Bellamy  
Nevada State Bar # 149730  
Credit One Bank, N.A.  
6801 S. Cimmaron Rd  
Las Vegas, NV 89113

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT,**  
**INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of **July 31, 2023** ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named **CreditOne\_Fresh\_Encore\_122023** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement, and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

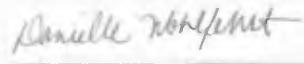
This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

DATE: December 19, 2023

**CREDIT ASSET SALES LLC**

By:   
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
Name: Danielle Wohlfahrt  
Title: MVP, BD & Strategic Partnerships

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023** with such electronic file incorporated herein by reference.

**AFFIDAVIT OF SALE OF ACCOUNTS BY**  
**CREDIT ASSETS SALES LLC**

State of Nevada    )  
                                  ) ss.  
County of Clark    )

I, Mark Hutchins, hereby affirm as follows:

1.       I am over 18 and not a party to this action. I am an Assistant Vice President of Credit One Bank, N.A. ("Credit One") and an Authorized Representative of Credit Assets Sales LLC ("Credit Asset Sales"). In that capacity, I have access to certain books and records of Credit Asset Sales LLC, and am aware of the process of the sale and assignment of electronically stored business records.
2.       Credit Asset Sales owns certain accounts and has information related to such accounts maintained and recorded on its behalf in its business records. I am authorized to make the statements and representations set forth in this affidavit on behalf of Credit Asset Sales. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Credit Asset Sales.
3.       On December 19, 2023 (the "Sale Date"), Credit Asset Sales sold a pool of charged-off accounts, and receivables due and owing associated with those accounts (hereinafter referred to collectively as "Purchased Accounts"), described on the computer file which specifically references each account in the data file, named "**CreditOne\_Fresh\_Encore\_122023**" (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Credit Management, Inc (the "Buyer") (such transaction being the "Sale"). The originating creditor, charge-off creditor, and servicer of the Purchased Accounts was Credit One Bank, N.A.
4.       Pursuant to the Sale, Credit Asset Sales sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Purchased Accounts; (ii) the right to any future payments made arising out of the Purchased Accounts, (iii) any unpaid balance related to the Purchased Accounts, and (iv) all account documents in Credit Asset Sales' possession. All of the assets transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Purchased Accounts, the Computer File, the account documents, or Credit Asset Sales' ownership of and title to the Purchased Accounts.
5.       In connection with the Sale of the Purchased Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). As part of my regular job duties, I have knowledge of and access to Business Records relating to the Purchased Accounts. These Business Records were kept by or on behalf of Credit Asset Sales in the regular course of business. It was within Credit Asset Sales' regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Credit Asset Sales becoming part of its own Business Records.
6.       The charge-off creditor's address at time of charge-off was Credit One Bank, N.A., PO Box 98873, Las Vegas, NV 89193- 8873.

{signatures included on following page}

The above statements are true to the best of my knowledge.

Signed this January 4, 2024

Mark Hutchins  
Authorized Representative

**ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY**

STATE OF NEVADA     )  
                                      ) ss.  
COUNTY OF CLARK    )

The instrument was acknowledged before me this 4<sup>th</sup> day of Jan., 2024 by Mark Hutchins.

Crystal Offord  
Notary Public



CRYSTAL OFFORD  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 20-5948-01  
My Appt. Expires June 4, 2024

**CERTIFICATE OF CONFORMITY**

STATE OF Nevada     )  
                                      ) ss.  
COUNTY OF Clark    )

I, Jamie K. Combs, hereby certify that I am an attorney-at-law duly admitted to practice in the State of Nevada and am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state I am duly qualified to make this Certificate of Conformity and that the foregoing acknowledgment upon the Affidavit of Sale of Accounts by Credit Asset Sales LLC was taken before Crystal Offord a notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada being the state in which it was taken, and that it duly conforms with such laws and is in all respects valid and effective in Nevada.

01/04/2024  
Date

Jamie K. Combs  
Jamie K. Combs  
Nevada State Bar # 13088  
6801 S. Cimarron Rd.  
Las Vegas, NV 89113

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT,**  
**INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of **July 31, 2023** ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named **CreditOne\_Fresh\_Encore\_122023** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement, and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

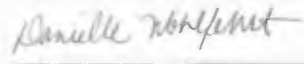
This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

DATE: December 19, 2023

**CREDIT ASSET SALES LLC**

By:   
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
Name: Danielle Wohlfahrt  
Title: MVP, BD & Strategic Partnerships

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named **CreditOne\_Fresh\_Encore\_122023** with such electronic file incorporated herein by reference.



Field	Field Data
Account Number	██████████3547
Seller Account ID	35104608
First Name	XIMENA
Last Name	ROJAS
SSN	XXX-XX-6242
Date of Birth	██████████
Address 1	1081 WASS ST
City	TUSTIN
State	CA
Zip	92780
Open Date	12/25/2017
Last Purchase Date	11/09/2022
Last Purchase Amount	\$50.00
Last Payment Date	04/02/2023
Last Payment Amount	\$110.00
Sale Amount	\$1,846.51
Charge Off Date	11/09/2023
Charge off Balance	\$1,846.51
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

Account information provided by Credit Asset Sales LLC pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/19/2023 in connection with the sale of accounts from Credit Asset Sales LLC to Midland Credit Management, Inc.