

11DC2601299

CAUSE NO. \_\_\_\_\_

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

ELDA FLORES  
Defendant

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of ELDA FLORES, 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:

ELDA FLORES  
4319 SCORPIUS  
SAN ANTONIO, TX 78245-4269

**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 CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about November 27, 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:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-5834
DATE OF CHARGE-OFF:	October 11, 2023
CHARGE-OFF BALANCE:	\$8,216.32
DATE OF ORIGINATION:	July 25, 2021

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 June 27, 2024, Defendant has refused and failed to remit the remaining principal amount of \$8,216.32. No interest (0%) is accruing on the account.

**Damages**

11. Plaintiff seeks liquidated damages in the amount of \$8,216.32 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 \$8,216.32;
- 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.



Eliel Escobedo Jr.

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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.

# EXHIBIT A

**BILL OF SALE AND ASSIGNMENT**  
**March 2022 Brands Fresh 180 Day Flow Lot 2**

THIS BILL OF SALE AND ASSIGNMENT dated November 27, 2023, 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 ("Bank"), to Midland Credit Management, Inc., a corporation organized under the laws of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

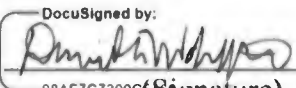
For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated April 30, 2021 between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 9 dated March 11, 2022, between Bank and Buyer (the "Addendum", and 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 included in 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.

MIDLAND CREDIT MANAGEMENT, INC.

By:   
0A090C7E (Signature)

By:   
08AF7C7300C6 (Signature)

Name: Brandy Reardon

Name: Danielle wohlfahrt

Title: Authorized Party

Title: MVP Business Development

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Encore-Brands-Fresh-Flow-Lot2-1123 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	111323MC1MU4FM			11/13/2023	

## AFFIDAVIT OF SALE OF ACCOUNT

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 November 27, 2023, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated April 30, 2021, Bill of Sale, and Addendum No. 9 dated March 11, 2022 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.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on November 28, 2023.

Michelle Bingle  
Signature  
Michelle Bingle  
Name

STATE OF KENTUCKY )

) ss.

COUNTY OF BOONE )

Michelle Bingle

Subscribed and sworn to before me by \_\_\_\_\_ this 28 day of Nov

2023

Kathleen Daugherty  
Notary Public

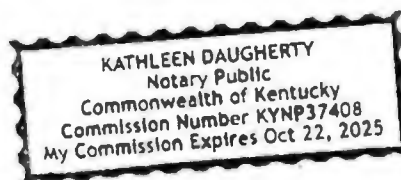
[Seal]

My commission expires: October 22, 2025

Personally known ☒ OR  
Produced identification \_\_\_\_\_

Type of identification produced:

N/A



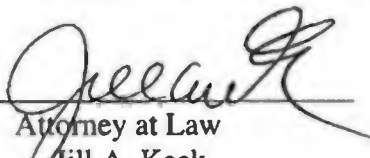


## CERTIFICATE OF CONFORMITY

### STATE OF KENTUCKY COUNTY OF BOONE

I, Jill A. Keck, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 28<sup>th</sup> day of November, 2023.

  
Attorney at Law  
Jill A. Keck  
Kentucky Bar #92841

Field	Field Data
Account Number	██████████5834
First Name	ELDA
Last Name	FLORES
SSN	XXX-XX-6881
Date of Birth	██████████
Address 1	517 ZEN CIR
City	CORP CHRISTI
State	TX
Zip	78418
Open Date	07/25/2021
Last Purchase Date	04/13/2023
Last Payment Date	04/04/2023
Last Payment Amount	\$500.00
Sale Amount	\$8,216.32
Charge Off Date	10/11/2023
Charge off Balance	\$8,216.32
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 11/27/2023 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Encore-Brands-Fresh-Flow-Lot2-1123  
111323MC1MU4FM

# **EXHIBIT B**

Contract ID: EN8MUMAA043021  
Addendum ID: EN8MUMAA031122C9  
Document ID: 111323MC1MU4FMB1

**BILL OF SALE AND ASSIGNMENT**  
**March 2022 Brands Fresh 180 Day Flow Lot 2**

THIS BILL OF SALE AND ASSIGNMENT dated November 27, 2023, 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 ("Bank"), to Midland Credit Management, Inc., a corporation organized under the laws 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 April 30, 2021 between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 9 dated March 11, 2022, between Bank and Buyer (the "Addendum", and 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 included in 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.

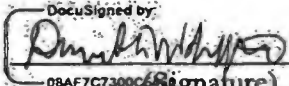
CITIBANK, N.A.

MIDLAND CREDIT MANAGEMENT, INC.

By:   
0A0005 (Signature)

Name: Brandy Reardon

Title: Authorized Party

By:   
0BAF7C7300C (Signature)

Name: Danielle wohlfahrt

Title: MVP Business Development

Contract ID: EN8MUMAA043021  
Addendum ID: EN8MUMAA031122C9  
Document ID: 111323MC1MU4FMA1

**Exhibit A to Bill of Sale**

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Brands Fresh Flow Lot 2	111323MC1MU4FM			11/13/2023	

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State of Kentucky  
County of Boone

Michelle Bingle, being duly sworn, deposes and says:

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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.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on November 28, 2023.

Michelle Bingle  
Signature  
Michelle Bingle  
Name

STATE OF KENTUCKY )

) ss.

COUNTY OF BOONE )

Michelle Bingle

Subscribed and sworn to before me by \_\_\_\_\_ this 28 day of Nov

2023

Kathleen Daugherty  
Notary Public

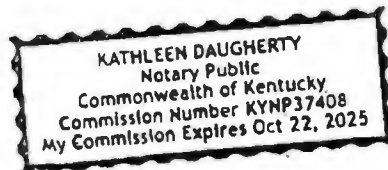
[Seal]

My commission expires: October 22, 2025

Personally known ☒ OR  
Produced identification \_\_\_\_\_

Type of identification produced:

N/A



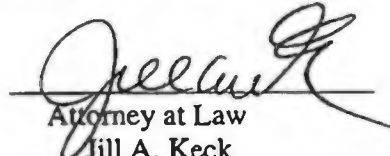
## CERTIFICATE OF CONFORMITY

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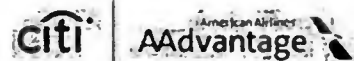
**STATE OF KENTUCKY  
COUNTY OF BOONE**

I, Jill A. Keck, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 28<sup>th</sup> day of November, 2023.

  
Attorney at Law  
Jill A. Keck  
Kentucky Bar #92841

## CITI/AADVANTAGE PLATINUM SELECT CARD



ELDA FLORES

Member Since 2021 Account number ending in: 5834

Billing Period: 09/13/23-10/11/23

Billing Inquiries and Customer Service

BOX 6500 SIOUX FALLS, SD 57117

1-800-925-8871, (TTY: 711)

www.citlicards.com

## OCTOBER STATEMENT

Minimum payment due: **\$8,216.32**  
 New balance as of 10/11/23: **\$8,216.32**  
 Payment due date: **10/11/23**

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 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)	\$8,216

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

## Account Summary

Previous balance \$8,022.95  
 Payments -\$0.00  
 Credits -\$0.00  
 Purchases +\$0.00  
 Cash advances +\$0.00  
 Fees +\$0.00  
 Interest +\$193.37  
**New balance \$8,216.32**

## Credit Limit

Revolving Credit limit \$7,000  
 Includes \$1,500 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.citlicards.com

Minimum payment due **\$8,216.32**  
 New balance **\$8,216.32**  
 Payment due date **10/11/23**

Amount enclosed:

Account number ending in 5834  
 Please make check payable to CITI CARDS.

000000 WE 3210

ELDA FLORES  
 517 ZEN CIR  
 CORP CHRISTI TX 78418-1337

CITI CARDS  
 PO BOX 78081  
 PHOENIX AZ 85062-8081

15009 0821632 0821632 0050000 5834 0811



ELDA FLORES

**Account Summary**

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

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

**Interest charged**

Date	Description	Amount
10/11	INTEREST CHARGED TO STANDARD PURCH	\$3.04
10/11	INTEREST CHARGED TO PUR PR-03/31/23.	\$186.61
10/11	INTEREST CHARGED TO PUR PR-07/03/23.	\$3.72
Total interest charged in this billing period	\$193.37	

**2023 totals year-to-date**

Total fees charged in 2023	\$369.00
Total interest charged in 2023	\$1,816.48

**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	29.99% (V)	\$127.73 (D)	\$3.04
Pur Pr 033123	29.99% (V)	\$7,831.86 (D)	\$186.61
Pur Pr 070323	29.99% (V)	\$156.33 (D)	\$3.72
<b>ADVANCES</b>			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

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).

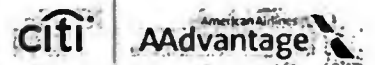
**Account messages**

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.

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## CITI/AADVANTAGE® PLATINUM SELECT® CARD

**ELDA FLORES**

Member Since 2021 Account number ending in: 5834

Billing Period: 03/11/23-04/12/23

**Billing Inquiries and Customer Service**

BOX 6500 SIOUX FALLS, SD 57117

1-888-766-CITI(2484), (TTY: 711)

www.citlicards.com

**APRIL STATEMENT****Minimum payment due:** \$360.08**New balance as of 04/12/23:** \$6,868.95**Payment due date:** 05/08/23

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 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	20 year(s)	\$21,461

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

Your account is past due \$59.33. Please pay at least the minimum payment due, which includes a past due amount.

**Account Summary**

Previous balance	\$7,137.20
Payments	-\$500.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$41.00
Interest	+\$190.75
<b>New balance</b>	<b>\$6,868.95</b>

**Credit Limit**

Revolving Credit limit	\$7,000
Includes \$1,500 cash advance limit	
Available Revolving credit	\$131
Includes \$131 available for cash advances	

**AMERICAN AIRLINES  
AADVANTAGE® MILES**


AAdvantage® Miles  
Earned this period:

0

» 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.citlicards.com

Minimum payment due	\$360.08
New balance	\$6,868.95
Payment due date	05/08/23

**Amount enclosed:**

Account number ending in 5834  
Please make check payable to CITI CARDS.

000000 WE 00 A 0

ELDA FLORES  
12161 SUN BRIDGE PL  
EL PASO TX 79928-8205

CITI CARDS  
PO BOX 78081  
PHOENIX AZ 85062-8081

15009 0036008 0686895 0050000 0 5834 0819

ELDA FLORES

**Account Summary**

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

04/04		PAYMENT THANK YOU	\$500.00
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**Fees charged**

Date	Description	Amount
04/12	LATE FEE - MAR PAYMENT PAST DUE	\$41.00

**Total fees charged in this billing period****\$41.00****Interest charged**

Date	Description	Amount
04/12	INTEREST CHARGED TO PUR PR-03/31/23.	\$190.75

**Total interest charged in this billing period****\$190.75****2023 totals year-to-date**

<b>Total fees charged in 2023</b>	<b>\$164.00</b>
<b>Total interest charged in 2023</b>	<b>\$690.34</b>

**Interest charge calculation**

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
<b>PURCHASES</b>			
Standard Purch	29.74% (V)	\$0.00 (D)	\$0.00
Pur Pr 033123	29.74% (V)	\$7,094.23 (D)	\$190.75
<b>ADVANCES</b>			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

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**

Your account is past due \$59.33. 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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