

CAUSE NO. _____

MIDLAND CREDIT MANAGEMENT, INC. Plaintiff,	IN THE JUSTICE COURT
vs.	PRECINCT 1 PLACE 1
DANNY WILMORE Defendant	DALLAS COUNTY, TEXAS

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

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of DANNY WILMORE, 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 500.8 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:

DANNY WILMORE
2021 BARCLAY DR
LANCASTER, TX 75146-4924

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 25, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXXXX-2443
DATE OF CHARGE-OFF:	December 19, 2022
CHARGE-OFF BALANCE:	\$4,100.78
DATE OF ORIGINATION:	July 26, 2021

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant Dallas County Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action Justice of the Peace Pct 1-1 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. By: Lenita Bailey

10. Demand for payment has been made by Plaintiff, and as of December 22, 2025, Defendant has refused and failed to remit the remaining principal amount of \$4,100.78. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$4,100.78 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 \$4,100.78;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

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2/2/2026 2:32 PM

Dallas County

Justice of the Peace Pct 1-1

By: Lenita Bailey

Respectfully submitted

MIDLAND CREDIT MANAGEMENT, INC.



Genail Logan

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 and logging into your account.

STATE OF TEXAS

MIDLAND CREDIT MANAGEMENT, INC.,

Plaintiff

-vs-

AFFIDAVIT OF JESSE GREENWOOD

DANNY WILMORE,

Defendant(s).

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

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CITIBANK, N.A./THE HOME DEPOT account XXXXXXXXXXXX2443 (MCM Number 330153769) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

AFFIDAVIT OF JESSE GREENWOOD - 1

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AFFRECATTACH



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

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

5. MCM's records show that the Account was charged off on 2022-12-19 with a balance of \$4,100.78. On or about 2024-11-25, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$4,100.78. As of 2025-12-22, MCM's records show that the balance of \$4,100.78 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$4,100.78 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CITIBANK, N.A.

2024-11-25

2. Midland Credit Management, Inc.

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

AFFIDAVIT OF JESSE GREENWOOD - 2



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Justice of the Peace Pct 1-1
By: Lenita Bailey

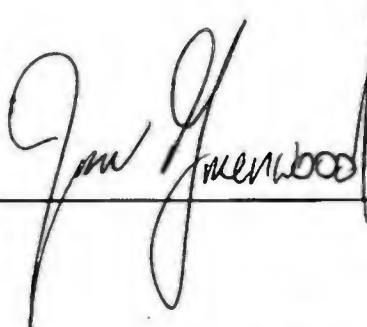
I certify under penalty of perjury that the foregoing statements are true and correct.

JAN 14 2026

Date

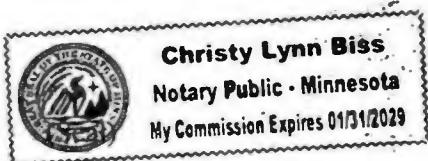
Jesse Greenwood

STATE OF MINNESOTA
COUNTY OF STEARNS



JAN 14 2026

Signed and sworn to (or affirmed) before me on _____
by Jesse Greenwood.



Notary Public

CA137

AFFIDAVIT OF JESSE GREENWOOD - 3



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Dallas County
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By: Lenita Bailey

JPC-26-02093-11

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

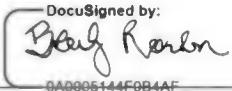
4Q2024 Citi Retail Services DSA Bulk

THIS BILL OF SALE AND ASSIGNMENT dated November 25, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "**Master Purchase Agreement**"), and that certain Addendum No. 12 dated November 20, 2024 between Bank and Buyer (the "**Addendum**," together with the Master Purchase Agreement, the "**Agreement**"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

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

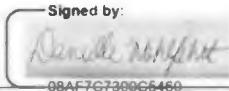
Citibank, N.A.

By: 
 DocuSigned by:
 Brandy Reardon
 0A0005144F0B4AF
 (Signature)

Name: Brandy Reardon

Title: Authorized Party

Midland Credit Management, Inc.

By: 
 Signed by:
 Danielle Wohlfahrt
 08AF7C7300C6460
 (Signature)

Name: Danielle Wohlfahrt

Title: MVP, BD & Strategic Partnerships

Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Midland-Citi-Retail-Services-DSA-Bulk-1124 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
4Q2024 Citi Retail Services DSA Bulk	111324MC1MU4IB	[REDACTED]	[REDACTED]	11/13/2024	[REDACTED]

AFFIDAVIT OF SALE OF ACCOUNTS

State of Missouri
County of Platte

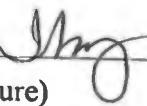
Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

On or about November 25, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 12 dated November 20, 2024 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

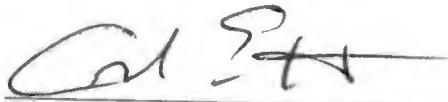
Executed on December 2, 2024.


 (Signature)

Terri Bergman
 Printed Name

State of Missouri)
) ss
County of Platte)

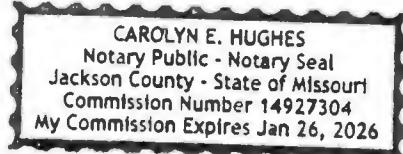
On this 2 day of Dec, 2024 before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]

Midland 120623

1



Field	Field Data
Account Number	[REDACTED] 2443
First Name	DANNY
Last Name	WILMORE
SSN	XXX-XX-4001
Date of Birth	[REDACTED]
Address 1	485 ROLLING HILLS PL
Address 2	APT 1414
City	LANCASTER
State	TX
Zip	75146
Home Phone	4698319637
Open Date	07/26/2021
Last Purchase Date	05/29/2022
Last Purchase Amount	\$31.37
Last Payment Date	05/13/2022
Last Payment Amount	\$87.13
Sale Amount	\$4,100.78
Charge Off Date	12/19/2022
Charge off Balance	\$4,100.78
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	THE HOME DEPOT

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 11/25/2024 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

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Dallas County
Justice of the Peace Pct 1-1
By: Lenita Bailey

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

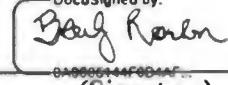
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Citibank, N.A.

By: 
DocuSigned by:
Brandy Reardon
01/05/2024 14:48:45
(Signature)

Name: Brandy ReardonTitle: Authorized Party**Midland Credit Management, Inc.**

By: 
Signed by:
Danielle Wohlfahrt
01/05/2024 14:48:45
(Signature)

Name: Danielle WohlfahrtTitle: MVP, BD & Strategic Partnerships

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4Q2024 Citi Retail Services DSA Bulk	111324MC1MU4IB	[REDACTED]	[REDACTED]	11/13/2024	[REDACTED]

AFFIDAVIT OF SALE OF ACCOUNTS

**State of Missouri
County of Platte**

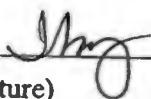
Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

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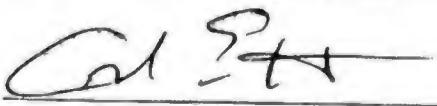
Executed on December 2, 2024.


(Signature)

Terri Bergman
Printed Name

State of Missouri)
) ss
County of Platte)

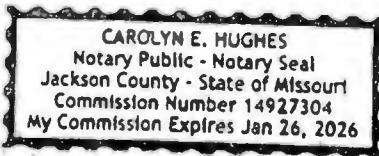
On this 2 day of Dec, 2024 before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]

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Midland 120623



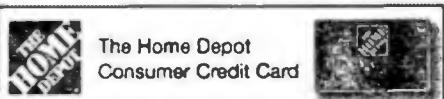
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Dallas County

Account Statement

Pct 1-1

By: Lenita Bailey



Customer Service:
homedepot.com/mycard
Account Inquiries:
 1-866-458-7683 (TTY: 711)

Send Notice of Billing Errors and Customer
HOME DEPOT CREDIT SERVICES
 PO Box 790328, St. Louis, MO 63179

Account Number: **2443**

Summary of Account Activity

Previous Balance	\$3,972.17
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$88.61
New Balance	\$4,100.78
Past Due Amount	\$986.40
Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$800.78
Statement Closing Date	12/18/2022
Next Statement Closing Date	01/18/2023
Days in Billing Cycle	31

Your Minimum Payment Due is \$1,156.40. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$4,100.78 by 01/14/23. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

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 will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
12/14	LATE FEE		\$ 40.00
	TOTAL FEES FOR THIS PERIOD		\$ 40.00

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ↓



P.O. Box 790393
 St. Louis, MO 63179

Your Account Number is **2443**

Payment Due Date **January 14, 2023**

New Balance **\$4,100.78**

Past Due Amount† **\$986.40**

Minimum Payment Due **\$1,156.40**

Amount Enclosed: \$

†Past Due Amount is included in the Minimum Payment Due.
 Please print address changes on the reverse side.
 Make Checks Payable to ▼

Statement Enclosed

DANNY WILMORE
 485 ROLLING HILLS PL
 APT 1414
 LANCASTER, TX 75146-1861

HOME DEPOT CREDIT SERVICES
 PO BOX 78011
 PHOENIX, AZ 85062-8011

03000 0115640 0410078 0008713 0 **2443 1112**

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Dallas County

Justice of the Peace Pct 1-1

By: Lentita Bailey

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services.
- No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

Payment Other Than By Mail.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD FEB20

/AV/ HD - 9196-0400-0002 /BV/ 000 - 29A /C/-E - 34 - X - 99 /DV/ P - E - Y - O - N /E/- 7 - - - N - Y - O - O /F/ 01/19/22 - 07/01/21 - 17 - November 17, 2022
 /G/ N - - - /H/ 0 - - HHKB /I/ - - 0 - 0 - - /J/ - - - - -

Page 2 of 4

Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)

*Cell:

*Home:

'Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: **** * 2443

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
INTEREST CHARGED			
12/18	INTEREST CHARGE ON PURCHASES		\$ 88.61
	TOTAL INTEREST FOR THIS PERIOD		\$ 88.61

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$269.00
Total Interest Charged in 2022	\$861.99

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
Revolving Balance	-	\$3,972.17	-	\$40.00	\$88.61	\$4,100.78	-	-	-
TOTAL		\$3,972.17	\$0.00	\$40.00	\$88.61	\$4,100.78	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	25.99% (M)	\$4,014.88	\$88.61

2/2/2026 2:32 PM

Dallas County

Account Statement

Pct 1-1

By Lenita Bailey

The Home Depot
Consumer Credit Card

Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232 (TTY: 711)

Send Notice of Billing Errors and Customer Voice to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179

Account Number: **2443****Summary of Account Activity**

Previous Balance	\$3,043.03
Payments	-\$87.13
Other Credits	-\$0.00
Purchases	+\$149.77
Fees Charged	+\$0.00
Interest Charged	+\$61.56
New Balance	\$3,167.23
Past Due Amount	\$0.00
Credit Limit	\$3,300.00
Available Credit	\$121.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	05/18/2022
Next Statement Closing Date	06/17/2022
Days in Billing Cycle	31

Your Minimum Payment Due is \$94.10. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$2,860.90 by 06/14/22. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of \$309.43 in full by 09/14/22 to avoid paying deferred interest charges.

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
05/07	THE HOME DEPOT LANCASTER TX HARDWARE	0610385	\$ 85.52
05/10	THE HOME DEPOT IRVING TX HARDWARE	7511014	\$ 25.95


MAKE MOVING EASY
 Shop homedepot.com/move.
 

HD 11

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

This Account is Issued by Citibank, N.A.

♦ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ♦

P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed

Your Account Number is **2443**

Your Account is enrolled in AutoPay. Your next AutoPay payment of \$94.10 will be deducted from your bank account on 06/13/2022. Please note that the next AutoPay payment may be reduced if you have made additional payments or received any credits during the current billing cycle.

Payment Due Date **June 14, 2022**New Balance **\$3,167.23**Past Due Amount **\$0.00**Minimum Payment Due **\$94.10**Amount Enclosed: \$

Please print address changes on the reverse side.
Make Checks Payable to ▼

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

DANNY WILMORE
485 ROLLING HILLS PL
APT 1414
LANCASTER, TX 75146-1861

03000 0009410 0316723 0008713 0 **2443 1111**

Dallas County

Justice of the Peace Pct 1-1

By: Lonna Bailey

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

Payment Other Than By Mail.

In-Store Payments. For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

Online/AutoPay. Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.

Phone. Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD FEB20

/A/ - HD - 9196-0400-0002 /B/ - 000 - 29A /C/ - 0 - - 99 /D/ - P - E - Y - 0 - Y /E/ - 0 - - N - - 0 - 0 - /F/ - 01/19/22 - 07/01/21 - 10 - April 17, 2022
/G/ - N - - - /H/ - 0 - - HHKB /I/ - - 0 - M - - /J/ - - - -

Page 2 of 6

Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)

*Cell:

*Home:

Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Giving back to veterans who have given so much.



2/2/2026 2:32 PM

Dallas County

Justice of the Peace Pct 1-1

By: Lenita Bailey

Account: **** * 2443

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
05/13	AUTOPAY PAYMENT THANK YOU IL	P919400GMEPFTL4Y1	\$ 87.13-
05/15	THE HOME DEPOT LANCASTER TX SEASONAL/GARDEN	2524310	\$ 38.30

FEES

TOTAL FEES FOR THIS PERIOD	\$ 0.00
----------------------------	---------

INTEREST CHARGED

05/18	INTEREST CHARGE ON PURCHASES	\$ 61.56
	TOTAL INTEREST FOR THIS PERIOD	\$ 61.56

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$0.00
Total Interest Charged in 2022	\$240.33

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
Revolving Balance		\$2,730.47	\$84.00-	\$149.77	\$61.56	\$2,857.80	-	-	-
-NO INT 12 MOS - PMT REQ	\$335.38 09/03/21	\$312.56	\$3.13-	-	-	\$309.43	\$3.10	\$65.34	09/14/22
TOTAL		\$3,043.03	\$87.13-	\$149.77	\$61.56	\$3,167.23	\$3.10	\$65.34	

INTEREST CHARGE CALCULATION

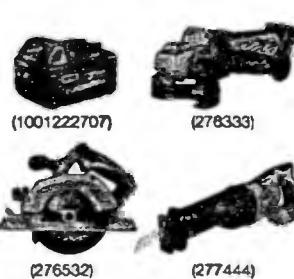
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rates	Interest Charge
PURCHASES			
Revolving Balance	25.99% (M)	\$2,789.27	\$61.56
-NO INT 12 MOS - PMT REQ	25.99% (M)		

**BUY A SELECT M18™ KIT...
OFFER VALID 5/2/22 – 7/31/22.****AND GET ONE SELECT M18
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OR



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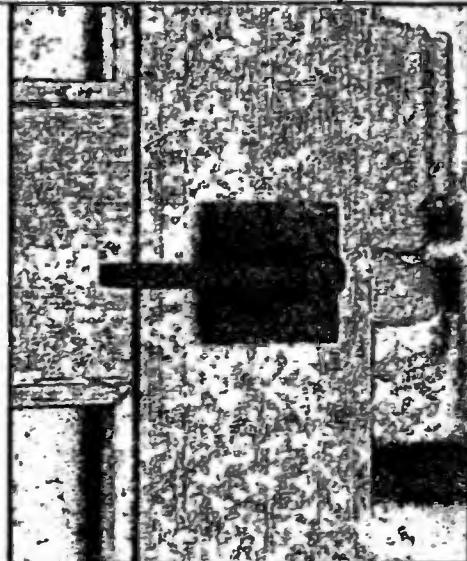
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- SmartKey Security is bump-proof, kick-in, pick, drill and saw-resistant to provide peace of mind against break ins
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Keyed Entry Door Handle
Featuring SmartKey Security
(1006497916)

Kwikset



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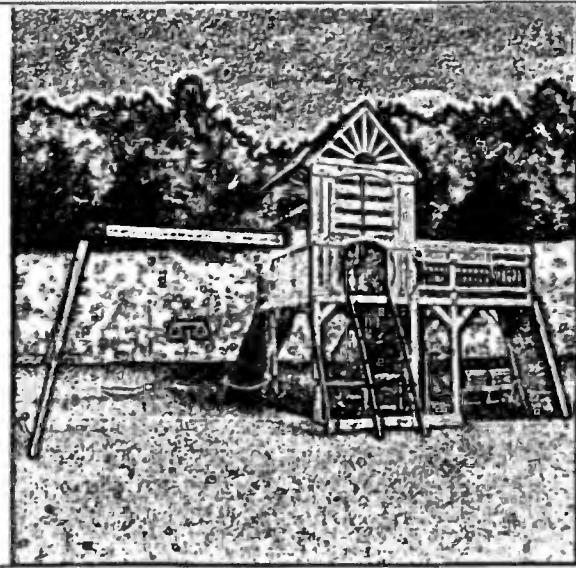
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(432-7766)

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- After we confirm your identity, you'll receive a text asking how much you would like to pay & which payment account** you would like to use
- That's it – you'll receive a payment confirmation via text

*Message and Data rates may apply.

**Payment account information must be on homedepot.com/mycard to take advantage of pay by text – feature is not available for debit card payments.

Home Depot cards are issued by Citibank, N.A. Home Depot is a registered trademark and is used under license from Home Depot Product Authority, LLC.

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2/2/2026 2:32 PM
Dallas County
Justice of the Peace Pct 1-1
By: Lenita Bailey

JPC-26-02093-11

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT
Plaintiff, §
§
vs. § PRECINCT 1 PLACE 1
§
DANNY WILMORE §
Defendant. § DALLAS COUNTY, TEXAS

EXHIBIT "B"

CERTIFICATE OF NON-MILITARY STATUS

I am employed by MIDLAND CREDIT MANAGEMENT, INC., the servicer for MIDLAND CREDIT MANAGEMENT, INC., Plaintiff in this case. I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained on Plaintiff's behalf. I have access to and have reviewed the electronic records pertaining to the account and am authorized to make this certificate on Plaintiff's behalf. The electronic records reviewed consist of data acquired from the seller when Plaintiff purchased the account, together with records generated in connection with servicing the account since the day the account was purchased by Plaintiff. In addition, I reviewed the documents that are attached.

Pursuant to the attachment, Defendant is not in active-duty status of the military.

I am declaring the above to be true, and I am signing this certificate under penalty of perjury.



Signature

Rebeca Castillo

Printed Name

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2/2/2026 2:32 PM
Dallas County
Justice of the Peace Pct 1-1
By: Lenita Bailey

Department of Defense Manpower Data Center

Results as of : Jan-19-2026 10:24:47 AM EST

SCRA 8.27



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-4001
Birth Date: Oct-XX-1977
Last Name: WILMORE
First Name: DANNY
Middle Name:
Status As Of: Jan-19-2026
Certificate ID: CXR912WH1TMY9HT

Or Active Duty Or Call-Up Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Completed
NA	NA	No	NA

This response reflects the individual's active duty status based on the Active Duty Status Date.

Last Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Completed
NA	NA	No	NA

This response reflects whether the individual left active duty within 367 days preceding the Active Duty Status Date.

The Member or Member Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Completed
NA	NA	No	NA

This response reflects whether the individual or member unit was notified to report for active duty.

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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2/2/2026 2:32 PM
Dallas County
Justice of the Peace Pct 1-1
By: Lenita Bailey

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq., as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA Is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last date of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.