

CAUSE NO. 11DC2601315

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

JUANITA AGUIRRE  
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 JUANITA AGUIRRE, 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:

JUANITA AGUIRRE  
715 CYPRESSTREE DR  
SAN ANTONIO, TX 78245-1007

**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 FIRST ELECTRONIC BANK. Plaintiff purchased Defendant's debt on or about December 26, 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:	FIRST ELECTRONIC BANK
ACCOUNT NO.:	XXXXXXXXXXXX-7369
DATE OF CHARGE-OFF:	December 15, 2024
CHARGE-OFF BALANCE:	\$1,547.25
DATE OF ORIGINATION:	March 22, 2024

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 10, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,547.25. No interest (0%) is accruing on the account.

### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$1,547.25 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 \$1,547.25;
- 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  
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John Gillespie, Texas Bar No. 07926300  
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Eliel Escobedo Jr., Texas Bar No. 24124860  
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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 OF ACCOUNTS  
FROM FIRST ELECTRONIC BANK TO CONCORA CREDIT INC.**

Pursuant to Section 35 of that certain Amended and Restated General Purpose Credit Card Program Receivables Sale Agreement (the "GP RSA"), effective as of July 15, 2020, by and between First Electronic Bank ("Seller") and Concora Credit Inc., formerly known as Genesis FS Card Services, Inc. ("Buyer"), with respect to accounts originated in the general purpose credit card program, and pursuant to Section 37 of that certain Amended and Restated Receivables Sale Agreement (the "PL RSA" and together with the GP RSA, the "RSA"), effective as of July 15, 2020, by and between Seller and Buyer, with respect to accounts originated in the private label credit card program, as of the applicable account charge off date, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller transferred, assigned and set-over to Buyer all right, title and interest of Seller in and to those certain charged-off accounts specified in Exhibit A, which were originated by Seller.

Dated: 12/31/2024

FIRST ELECTRONIC BANK

DocuSigned by:  
By:   
F66BB28CE6D3412...  
Name: Mike Martin  
Title: SVP Strategic Partnerships

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

Those accounts pursuant to the RSA and this BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM FIRST ELECTRONIC BANK TO CONCORA CREDIT INC. that are specifically identified in the electronic file named 'Account Data (CO-1033) - Midland - GPCC - Flow 28.xlsx' and 'Account Data (CO-1033) - Midland - Jewelry and Other - Flow 22.xlsx' with such electronic file incorporated herein by reference.

## BILL OF SALE

**Closing Date: December 26, 2024**

Concora Credit Inc., a Delaware corporation ("Seller"), in consideration of the Purchase Price (as defined in the Agreement referred to below) and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in and to (i) the Accounts identified in the Sale File entitled 'Account Data (CO-1033) - Midland - GPCC - Flow 28' (which may be in electronic form) to Midland Credit Management, Inc., a Kansas Corporation ("Buyer"), without recourse or representation except as expressly provided herein or pursuant to the terms, and subject to the conditions, set forth in the Agreement (the "Accounts"), and (ii) all proceeds of such Accounts.

The information contained in the Sale File (collectively, "Account Information") is true and complete in all material respects as of the Closing Date. Further, the information contained in the Account Information (a) constitutes business records regarding the Accounts maintained by the Seller and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. The Account Information, whether acquired or created, has been kept in the regular course of business by Seller and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in business records maintained by Seller, or (ii) who caused the data to be entered into and maintained in business records maintained by the Seller. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Agreement.

This Bill of Sale is delivered pursuant to that certain Receivables Sale Agreement, dated as of October 12, 2022, by and between Seller and Buyer (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement"). All capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

**MIDLAND CREDIT MANAGEMENT, INC.**

By: 

Name: Danielle Wohlfahrt

Title: MVP Business Development

**CONCORA CREDIT INC.**

By: 

Name: BENJAMIN COMSTON

Title: VP, Operations and Strategy



**Receivables Sale Agreement dated October 12, 2022**

**AFFIDAVIT OF SALE OF ACCOUNT BY DEBT SELLER**

State of Ohio, County of Summit.

Nicholas Gray being duly sworn, deposes and says:

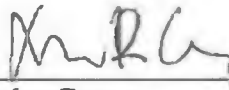
I am over 18 and not a party to this action. I am the Charge Off Sales Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

On 12/26/2024 Debt Seller sold a pool of charged-off accounts (the "Accounts") by a Loan Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer").


All records were kept in the regular course of business.

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

Dated: 1 / 8 / 2025

  
\_\_\_\_\_  
Nicholas Gray

Sworn to before me 1 / 8 / 2025

  
(Notary Stamp)



SHELBY DAVIES  
Notary Public  
State of Ohio  
My Comm. Expires  
November 1, 2026

**CERTIFICATE OF CONFORMITY**

I Benjamin Comston, an attorney duly licensed to practice law in the State of Ohio, affirm under penalty of perjury and certify that I witnessed the signature of Nicholas Gray as applied to the Affidavit annexed to this Certificate, which was signed and dated on 1 / 8 / 2025. The manner in which same was signed was, and is, in accordance with, and conforms to, the laws for taking oaths and acknowledgments, in the State of Ohio.

  
\_\_\_\_\_

Dated: 1 / 8 / 2025

Field	Field Data
Account Number	██████████7369
Seller Account ID	5322110024397728
First Name	JUANITA
Last Name	AGUIRRE
SSN	XXX-XX-4544
Date of Birth	██████████
Address 1	715 CYPRESSTREE DR
City	SAN ANTONIO
State	TX
Zip	78245
Open Date	03/22/2024
Last Purchase Date	06/06/2024
Last Purchase Amount	\$14.90
Sale Amount	\$1,547.25
Charge Off Date	12/15/2024
Charge off Balance	\$1,547.25
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	DESTINY

Account information provided by Concora Credit Inc. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/26/2024 in connection with the sale of accounts from Concora Credit Inc. to Midland Credit Management, Inc.

# **EXHIBIT B**

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Dated: 12/31/2024

FIRST ELECTRONIC BANK

DocuSigned by:  
By: Mike Martin  
F668B28CE6D3412...  
Name: Mike Martin  
Title: SVP Strategic Partnerships

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

Those accounts pursuant to the RSA and this BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM FIRST ELECTRONIC BANK TO CONCORA CREDIT INC. that are specifically identified in the electronic file named 'Account Data (CO-1033) - Midland - GPCC - Flow 28.xlsx' and 'Account Data (CO-1033) - Midland - Jewelry and Other - Flow 22.xlsx' with such electronic file incorporated herein by reference.

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
The information contained in the Sale File (collectively, "Account Information") is true and complete in all material respects as of the Closing Date. Further, the information contained in the Account Information (a) constitutes business records regarding the Accounts maintained by the Seller and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. The Account Information, whether acquired or created, has been kept in the regular course of business by Seller and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in business records maintained by Seller, or (ii) who caused the data to be entered into and maintained in business records maintained by the Seller. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Agreement.

This Bill of Sale is delivered pursuant to that certain Receivables Sale Agreement, dated as of October 12, 2022, by and between Seller and Buyer (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement"). All capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
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Title: MVP Business Development

**CONCORA CREDIT INC.**

By:   
Name: BENJAMIN COMSTON  
Title: VP, Operations and Strategy

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State of Ohio, County of Summit.

Nicholas Gray being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Charge Off Sales Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

On 12/26/2024 Debt Seller sold a pool of charged-off accounts (the "Accounts") by a Loan Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer").

All records were kept in the regular course of business.

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

Dated: 1 / 8 / 2025

Nicholas Gray  
Nicholas Gray

Sworn to before me 1 / 8 / 2025

(Notary Stamp)



SHELBY DAVIES  
Notary Public  
State of Ohio  
My Comm. Expires  
November 1, 2026

CERTIFICATE OF CONFORMITY

I Benjamin Comston, an attorney duly licensed to practice law in the State of Ohio, affirm under penalty of perjury and certify that I witnessed the signature of Nicholas Gray as applied to the Affidavit annexed to this Certificate, which was signed and dated on 1 / 8 / 2025. The manner in which same was signed was, and is, in accordance with, and conforms to, the laws for taking oaths and acknowledgments, in the State of Ohio.

Benjamin Comston

Dated: 1 / 8 / 2025



JUANITA AGUIRRE

Account number ending in 7369

**ACCOUNT SUMMARY**

Credit Limit	\$1,000.00
Available Credit	\$0.00
Past Due Amount	\$419.00
Overlimit Amount	\$547.25
Statement Closing Date	December 13, 2024
Days in Billing Cycle	30
Previous Balance	\$1,462.50
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$0.00
+ FEES CHARGED	\$41.00
+ INTEREST CHARGED	\$43.75
= New Balance	\$1,547.25

QUESTIONS? Call 1-800-583-5698

Please mail billing inquiries to:

Concora Credit

P.O. Box 4499

Beaverton, OR 97076-4499

www.destinycard.com

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit.

If you do go over your credit limit, we will charge you an Overlimit Fee

of up to \$41. To cancel Overlimit Coverage, call us at 1-800-583-5698

or visit www.destinycard.com. You may also write us at:

P.O. Box 4477, Beaverton OR 97076-4477.

**PAYMENT INFORMATION**

New Balance	\$1,547.25
Minimum Payment Due	\$496.00
Payment Due Date	January 12, 2025

**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 \$41.00.

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

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	4 years	\$2,469.00

If you would like information about credit counseling services, call 1-800-583-5698.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			<b>FEES</b>	
12/13	12/13		LATE FEE	41.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	41.00
			<b>INTEREST CHARGED</b>	
12/13	12/13		Interest Charge on Purchases	43.75

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number ending in	7369
Payment Due Date	January 12, 2025
New Balance	\$1,547.25
Minimum Payment Due	\$496.00

Make Check  
Payable to:

Amount Enclosed:

\$

JUANITA AGUIRRE  
715 CYPRESSTREE DR  
SAN ANTONIO TX 78245-1007



Concora Credit  
PO BOX 96541  
Charlotte NC 28296-0541



7728

000496000

001547250



## Additional Renewal Information

### ANNUAL FEE (if applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must notify us to close your Account within (30) days from the mailing date of the statement or letter containing the renewal Annual Fee notice by calling us at the phone number on the front of the statement or letter or by writing (see instructions below). Otherwise, your Account will be charged a renewal Annual Fee. (This does not apply to the initial Annual Fee charged in connection with the opening of your Account.)

### MONTHLY FEE (if applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the Monthly Fee, you must notify us to close your Account at least 10 days prior to the Payment Due Date reflected on your last Billing Statement by calling us at the phone number on the front of your statement or by writing (see instructions below). Otherwise, your Account will be charged a Monthly Fee.

### NOTICE OF ACCOUNT CLOSURE

Written notice of closure must be sent to Concora Credit, P.O. Box 4477, Beaverton, OR 97076. Closing your Account will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement.

### HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

1. A Cash Advance Transaction Fee imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance, not to exceed \$100. Any unpaid Cash Advance Transaction Fee will be added to the calculation of your Average Daily Balance of Cash Advances.
2. Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APRs) to:
  - a. your Average Daily Balance of Cash Advances (including new Cash Advances); and
  - b. your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$1, then a Minimum Interest Charge Fee of \$1 will be imposed instead of such smaller amounts.
3. A Foreign Currency Conversion Fee in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

**When Interest Charges Begin to Accrue.** Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
  - a. if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
  - b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

### Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

**Average Daily Balance of Purchases (including new Purchases):** To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid fees, interest charges on Purchases and Foreign Currency Conversion Fees on Purchases, add any new Purchases and new fees as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid Late Fees and Overlimit Fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

**Average Daily Balance of Cash Advances (including new Cash Advances):** To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fees on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

**Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APRs):** The Monthly Periodic Rate is calculated by dividing the APR by 12. See the "Important Account Information" section on this statement for APRs and corresponding Monthly Periodic Rates.

O1BG1202 - 04/05/2024

JUANITA AGUIRRE

Account number ending in 7369

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			<b>INTEREST CHARGED</b>	
12/13	12/13		Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>43.75</b>

**Totals 2024 Year-to-Date**

Total fees charged in 2024	\$590.26
Total interest charged in 2024	\$268.30

**IMPORTANT ACCOUNT INFORMATION**

We will charge you a Monthly Fee to your Account unless you notify us to close your Account at least 10 days prior to the payment due date reflected on your last Billing Statement. In the first year, the Monthly Fee is \$0; thereafter, the Monthly Fee is \$19.25 (\$231.00 annually). Please see the Monthly Fee on the back of the statement for additional renewal information.

YOUR ACCOUNT IS PAST DUE. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT.  
PLEASE REMIT IMMEDIATELY.

YOUR ACCOUNT IS CURRENTLY OVER YOUR CREDIT LIMIT.

The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 35.90% and the corresponding Monthly Periodic Rate is 2.99%.  
The Cash Advance APR is 35.90% and the corresponding Monthly Periodic Rate is 2.99%.

**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	35.90%	\$1,462.50	\$43.75
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable

Your Account is issued by First Electronic Bank  
and serviced by Concora Credit Inc.

#### PAYMENTS

Payments should be mailed with the payment coupon in the envelope provided to the payment address reflected on the payment coupon. Any payment received in that form and at that address on or before 5pm ET on a normal banking day will be credited to your Account that day. If your payment is received in that form and at the address after 5pm ET on a normal banking day or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments may also be made online or through the mobile app. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Payments received at an address other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

#### CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at our servicer's address of P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at our servicer's address of P.O. Box 4499, Beaverton, Oregon 97076. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

#### DISCLOSURES FROM CONCORA CREDIT INC.

**For AR, HI, IA, ME Residents:** This communication is from a debt collector. This is an Attempt to collect debt and any information obtained will be used for the purpose.

California Collection Agency License Number 10739-99



JUANITA AGUIRRE

Account number ending in 7369

**ACCOUNT SUMMARY**

Credit Limit	\$1,000.00
Available Credit	\$0.00
Past Due Amount	\$42.00
Overlimit Amount	\$42.38
Statement Closing Date	June 13, 2024
Days in Billing Cycle	31
Previous Balance	\$839.48
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$130.57
+ FEES CHARGED	\$44.86
+ INTEREST CHARGED	\$27.47
= New Balance	\$1,042.38

QUESTIONS? Call 1-800-583-5698

Please mail billing inquiries to:

Concora Credit  
P.O. Box 4499  
Beaverton, OR 97076-4499  
www.destinycard.com

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit.

If you do go over your credit limit, we will charge you an Overlimit Fee of up to \$41. To cancel Overlimit Coverage, call us at 1-800-583-5698 or visit www.destinycard.com. You may also write us at:

P.O. Box 4477, Beaverton OR 97076-4477.

**PAYMENT INFORMATION**

New Balance	\$1,042.38
Minimum Payment Due	\$94.00
Payment Due Date	July 12, 2024

**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 \$41.00.

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

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	4 years	\$1,777.00

If you would like information about credit counseling services, call 1-800-583-5698.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/20	05/20	5543286GXSPNWLXQ	MY OBVI LLC 201-218-6080 NJ	79.99
06/05	06/05	0543684HEBLK0PWNT	WM SUPERCENTER #3888 SAN ANTONIO TX	35.68
06/06	06/06	1527021HE013XY80L	SUBWAY 38281 SAN ANTONIO TX	14.90
			<b>FEES CHARGED</b>	
06/13	06/13		CREDIT PROTECTION FEES	14.86

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

JUANITA AGUIRRE  
715 CYPRESSTREE DR  
SAN ANTONIO TX 78245-1007

**PAYMENT INFORMATION**

Account number ending in	7369
Payment Due Date	July 12, 2024
New Balance	\$1,042.38
Minimum Payment Due	\$94.00

Make Check  
Payable to:

Amount Enclosed:

\$

Concora Credit  
PO BOX 96541  
Charlotte NC 28296-0541



7728 000094005 001042385

## Additional Renewal Information

### ANNUAL FEE (If applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must notify us to close your Account within (30) days from the mailing date of the statement or letter containing the renewal Annual Fee notice by calling us at the phone number on the front of the statement or letter or by writing (see instructions below). Otherwise, your Account will be charged a renewal Annual Fee. (This does not apply to the initial Annual Fee charged in connection with the opening of your Account.)

### MONTHLY FEE (If applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the Monthly Fee, you must notify us to close your Account at least 10 days prior to the Payment Due Date reflected on your last Billing Statement by calling us at the phone number on the front of your statement or by writing (see instructions below). Otherwise, your Account will be charged a Monthly Fee.

### NOTICE OF ACCOUNT CLOSURE

Written notice of closure must be sent to Concoira Credit, P.O. Box 4477, Beaverton, OR 97076. Closing your Account will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement.

### HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

1. A Cash Advance Transaction Fee imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$5 or 5% of the amount of each Cash Advance, not to exceed \$100. Any unpaid Cash Advance Transaction Fee will be added to the calculation of your Average Daily Balance of Cash Advances.
2. Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APRs) to:
  - a. your Average Daily Balance of Cash Advances (including new Cash Advances); and
  - b. your Average Daily Balance of Purchases (including new Purchases).However, if the total of the amounts so computed is an amount less than \$1, then a Minimum Interest Charge Fee of \$1 will be imposed instead of such smaller amounts.
3. A Foreign Currency Conversion Fee in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
  - a. if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
  - b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle; then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

### Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

**Average Daily Balance of Purchases (including new Purchases):** To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid fees, interest charges on Purchases and Foreign Currency Conversion Fees on Purchases, add any new Purchases and new fees as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid Late Fees and Overlimit Fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

**Average Daily Balance of Cash Advances (including new Cash Advances):** To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fees on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

**Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APRs):** The Monthly Periodic Rate is calculated by dividing the APR by 12. See the "Important Account Information" section on this statement for APRs and corresponding Monthly Periodic Rates.

O18G1202 - 04/05/2024

JUANITA AGUIRRE

Account number ending in 7369

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
06/13	06/13		<b>FEES CHARGED</b>	
			LATE FEE	30.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>44.86</b>
			<b>INTEREST CHARGED</b>	
06/13	06/13		Interest Charge on Purchases	27.47
06/13	06/13		Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>27.47</b>

**Totals 2024 Year-to-Date**

Total fees charged in 2024	\$310.91
Total interest charged in 2024	\$42.78

**IMPORTANT ACCOUNT INFORMATION**

FOR CREDIT PROTECTION CUSTOMERS, YOU MAY CONTACT THE PLAN ADMINISTRATOR'S CUSTOMER SERVICE TOLL FREE AT  
1-800-693-9571.

We will charge you a Monthly Fee to your Account unless you notify us to close your Account at least 10 days prior to the payment due date reflected on your last Billing Statement. In the first year, the Monthly Fee is \$0; thereafter, the Monthly Fee is \$19.25 (\$231.00 annually). Please see the Monthly Fee on the back of the statement for additional renewal information.

YOUR ACCOUNT IS PAST DUE. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT.  
PLEASE REMIT IMMEDIATELY.  
YOUR ACCOUNT IS CURRENTLY OVER YOUR CREDIT LIMIT.

The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 35.90% and the corresponding Monthly Periodic Rate is 2.992%. The Cash Advance APR is 35.90% and the corresponding Monthly Periodic Rate is 2.992%.

**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	35.90%	\$918.19	\$27.47
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable

Your Account is issued by First Electronic Bank  
and serviced by Concora Credit Inc.

#### PAYMENTS

Payments should be mailed with the payment coupon in the envelope provided to the payment address reflected on the payment coupon. Any payment received in that form and at that address on or before 5pm ET on a normal banking day will be credited to your Account that day. If your payment is received in that form and at the address after 5pm ET on a normal banking day or anytime on a nonbanking day, we will credit it to your Account the next banking day. Payments may also be made online or through the mobile app. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Payments received at an address other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

#### CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at our service's address of P.O. Box 4499, Beaverton, Oregon 97076.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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