

CAUSE NO. 11DC2601321

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

RUBEN EMORY  
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 RUBEN EMORY, 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:

RUBEN EMORY  
11506 CAVENDISH CIR  
SAN ANTONIO, TX 78251-3101

**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 COMENITY 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:	COMENITY BANK
ACCOUNT NO.:	XXXXXXXXXXXXXX-9427
DATE OF CHARGE-OFF:	November 30, 2024
CHARGE-OFF BALANCE:	\$1,543.24
DATE OF ORIGINATION:	December 01, 2020

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 04, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,543.24. No interest (0%) is accruing on the account.

#### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$1,543.24 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 \$1,543.24;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

Respectfully submitted  
MIDLAND CREDIT MANAGEMENT, INC.



Cynthia Stevens

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Brian Staley, Texas Bar No. 00797483  
Michael Young, Texas Bar No. 24037759  
Peter Newman, Texas Bar No. 24106928  
Juan Goenaga, Texas Bar No. 00797868  
Cynthia Stevens, Texas Bar No. 24129749  
Genail Logan, Texas Bar No. 24117754  
Sunny Park, Texas Bar No. 24149285  
John Gillespie, Texas Bar No. 07926300  
Amanda Okoli, Texas Bar No. 24140904  
Eliel Escobedo Jr., Texas Bar No. 24124860  
David D. Backer, Texas Bar No. 24128895  
Kristy Gabrielova, Texas Bar No. 24042929  
Attorneys for MIDLAND CREDIT MANAGEMENT,  
INC.  
P.O. Box 460568  
Houston, TX 77056  
Tel: (866) 300-8750  
Fax: 877-232-9721  
Email: InternalLegal-TexasFax@MCMCG.COM

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

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

# **EXHIBIT A**

**EXHIBIT A**

**BILL OF SALE**

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date December 26, 2024 of all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the File Creation Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, 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 Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Credit Card Account Purchase Agreement.

Comenity Bank



This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Comenity Bank

By: Bruce Smeeton

Date: 1/22/2025

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Wohlfahrt

Date: 2/17/2025

Title: MVP Business Development

**SCHEDULE 1 TO BILL OF SALE**

**ASSET SCHEDULE**

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG.HF.DEC 2024.CM.WFNB.TXT; MCMG.HF.DEC 2024.LC.WFNB.TXT delivered by Comenity Bank to Midland Credit Management, Inc. on December 18, 2024 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
[REDACTED]	[REDACTED]	[REDACTED]	12/16/2024

**EXHIBIT B**  
**CLOSING STATEMENT**

Agreement Date:	October 25, 2019
Seller:	Comenity Bank
Purchaser:	Midland Credit Management, Inc.
File Number:	MCMG.HF.DEC 2024.CM.WFNB.TXT; MCMG.HF.DEC 2024.LC.WFNB.TXT
Number of Accounts:	
Total Unpaid Purchase Balance:	
Purchase Price Percentage:	
Purchase Price	
File Creation Date	December 16, 2024
Closing Date:	December 26, 2024
Wiring Instructions:	Comenity Bank [REDACTED]

**PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR**

State of Utah

§

County of Salt Lake

On 1/22/2025, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 12/26/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were 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 Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that

the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

7. I certify under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Signed this 22<sup>nd</sup> day of January, 2025

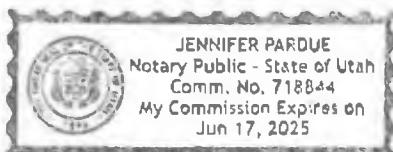
Bruce Sweeten

Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 22<sup>nd</sup> (date) day of January, in the year 2025, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue  
Notary Signature



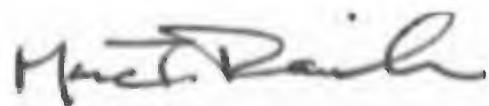
## CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

The undersigned does hereby certify that she/he is an attorney at law duly admitted to practice in the State of Utah and is a resident of Utah, County of Salt Lake, Utah; that she/he is a person duly qualified to make this certificate of conformity; that the foregoing acknowledgment by Bruce A. Sweeten named in the foregoing instrument taken before Jennifer Pardue a notary in the State of Utah duly conforms with the laws of the State of Utah, being the State in which it was taken; and when executed by Mr. Sweeten in the manner indicated will qualify as a valid and effective sworn statement in such state.

2/4/2025  
Date



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Attorney at Law for the State of Utah

<b>Field</b>	<b>Field Data</b>
Account Number	00 [REDACTED] 9427
Seller Account ID	000000001098168036
First Name	RUBEN
Last Name	EMORY
SSN	XXX-XX-2166 [REDACTED]
Date of Birth	
Address 1	11506 CAVENDISH CIR
City	SAN ANTONIO
State	TX
Zip	78251
Home Phone	2106320750
Open Date	12/01/2020
Last Purchase Date	12/10/2020
Last Purchase Amount	\$1,000.00
Last Payment Date	03/27/2024
Last Payment Amount	\$198.00
Sale Amount	\$1,543.24
Charge Off Date	11/30/2024
Charge off Balance	\$1,543.24
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	HELZBERG DIAMOND

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

# **EXHIBIT B**

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The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the File Creation Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, 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 Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Credit Card Account Purchase Agreement.

Comenity Bank



This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Comenity Bank

By: Bruce Sweeten  
Date: 1/22/2025  
Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Wolfenut  
Date: 2/17/2025  
Title: MVP Business Development

**SCHEDULE 1 TO BILL OF SALE**

**ASSET SCHEDULE**

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Purchaser:	Midland Credit Management, Inc.
File Number:	MCMG.HF.DEC 2024.CM.WFNB.TXT; MCMG.HF.DEC 2024.LC.WFNB.TXT
Number of Accounts:	
Total Unpaid Purchase Balance:	
Purchase Price Percentage:	
Purchase Price	
File Creation Date	December 16, 2024
Closing Date:	December 26, 2024
Wiring Instructions:	Comenity Bank [REDACTED]

**PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR**

State of Utah

§

County of Salt Lake

On 1/22/2025, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 12/26/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were 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 Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that

the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

7. I certify under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT,

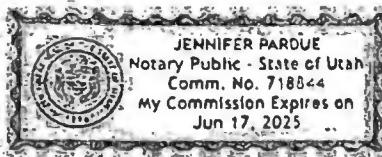
Signed this 22<sup>nd</sup> day of January, 2025



Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 22<sup>nd</sup> (date) day of January, in the year 2025, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

  
Notary Signature

## CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

The undersigned does hereby certify that she/he is an attorney at law duly admitted to practice in the State of Utah and is a resident of Utah, County of Salt Lake, Utah; that she/he is a person duly qualified to make this certificate of conformity; that the foregoing acknowledgment by Bruce A. Sweeten named in the foregoing instrument taken before Jennifer Pardue a notary in the State of Utah duly conforms with the laws of the State of Utah, being the State in which it was taken; and when executed by Mr. Sweeten in the manner indicated will qualify as a valid and effective sworn statement in such state.

2/4/2025  
Date



Attorney at Law for the State of Utah

**Summary of account activity**

Account no.	*****-****-9427
Previous balance	\$1,463.63
Payments	-0.00
Other credits	-0.00
Purchases	+0.00
Other debits	+0.00
Fees charged	+41.00
Interest charged	+38.61
New balance	<b>\$1,543.24</b>
Past due amount	\$305.00
Credit limit	\$1,000.00
Available credit	-\$543.00
Statement closing date	11/03/2024
Days in billing cycle	31

**Payment information**

New balance	\$1,543.24
Minimum payment due	\$359.00
Payment due date	11/28/2024

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	6 years	\$2,818

For information regarding credit counseling services, call 1-800-284-1706.

**Details of your transactions**

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
<b>Fees</b>		
10/28/2024	LATE FEE	41.00
	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$41.00</b>

**Interest charged**

Interest Charge on Purchases	\$38.61
Total Interest For This Period	\$38.61

<b>2024 totals year to date</b>	
Total fees charged in 2024	\$327.00
Total interest charged in 2024	\$343.04

**Interest charge calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.49% (v)	296.69 (DA)	8.19
PBMERCH 2321502	29.99% (v)	1,194.68 (DA)	30.42

**Details of your plans**

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	283.60	41.00	0.00	332.79	8.19

(CONTINUED)

NOTICE: See reverse side for important information.

Please tear at perforation above

**HELZBERG**  
 DIAMONDS.

 Yes, I have moved or updated my e-mail address - see reverse.

Account number

\*\*\*\*\*-\*\*\*\*-9427

New balance

\$1,543.24

Minimum payment

\$359.00

CIT

Amount enclosed: Mailed payments must reach us by 5 pm ET on 11/28/2024.

\$

Please make check payable to:  
COMENITY - HELZBERG DIAMONDS CREDIT CARDPlease return this portion along with your payment to:  
P.O. Box 650973  
Dallas TX 75265-0973
 RUBEN EMORY  
 11506 CAVENDISH CIR  
 SAN ANTONIO TX 78251-3101


9635035402

0973

9427

000035900 000154324

Keep this portion for your records.

**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: Community Bank, PO Box 182782, Columbus, OH 43218-2782.

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 exceeds 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: Community Bank, PO Box 182782, Columbus, OH 43218-2782.

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.

**CREDIT 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.

**NOTICE OF CREDIT REPORT DISPUTES**

If you believe information we reported to a consumer reporting agency is inaccurate, notify us at: Community Bank, PO Box 182782, Columbus, OH 43218-2782. Please provide:

- Your name and account number
- Your address and telephone number
- What information you dispute and why you believe it is inaccurate
- If available, a copy of the section of the credit report showing the information you are disputing

Send all bankruptcy notices and related correspondence to: Community Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

**PAYMENTS MARKED "PAID IN FULL".** All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.

**DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.**

- We may accept payment sent to any other address without losing any of our rights.

**HOW TO AVOID PAYING INTEREST.** Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

**BALANCE COMPUTATION METHOD.** We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

**CUSTOMER SERVICE.** Visit [WWW.COMENITY.NET/HELZBERG](http://WWW.COMENITY.NET/HELZBERG) or call 1-855-810-2541 (TDD/TTY 1-800-695-1788). Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, OH 43218-2273.

**TELEPHONE MONITORING.** To provide you with high-quality service, phone communication with us is monitored and/or recorded.

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**Mailing or Overnight (cutoff time 5:00 p.m. Eastern Time (ET)):**

- Send a personal check, money order, traveler's check or cashier's check to the name and address on the payment stub (regular mail) or 3000 Kellway Drive, Suite 120, Carrollton, TX 75006 (overnight).
- Include your payment stub, use the return envelope provided with your statement, write your account number on the check and send one payment with one payment stub.
- Do not staple or clip your payment to the stub, send any correspondence with your payment or send cash or gift certificates.

**Pay By Phone (cutoff time 5:00 p.m. ET):** Call us toll free at 1-855-810-2541 (TDD/TTY 1-800-695-1788).

**Online (cutoff time 5:00 p.m. ET):** Visit [WWW.COMENITY.NET/HELZBERG](http://WWW.COMENITY.NET/HELZBERG).

**In-store:** By the time the store closes at the location you made your payment.

**New Information**

Title (optional)	First Name	MI	
Last Name	Soc. Sec. No.		
Street Address			
Apt. No.	RR	PO Box	
City	State	Zip Code	Foreign Map Code
Home Phone	Work Phone		
Email Address			

**Details of your plans - continued**

PBMERCH-232 Purchases prior to 01/03/2023  
1502

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	1,180.03	0.00	0.00	1,210.45	0.00

**Additional important messages**

We may charge a \$2.99 fee each month your balance is greater than \$3.50 and a paper billing statement is mailed to you. You can avoid this fee if you are enrolled in paperless statements as of 5:00 p.m. ET on the last day of your billing period. You can enroll at [WWW.COMENITY.NET/HELZBERG](http://WWW.COMENITY.NET/HELZBERG)

Protect yourself against mail and phone consumer fraud. <http://about.usps.com/publications/pub281/welcome.htm>

Thank you for enrolling in paperless statements. Please note that your account payment is past due and you will continue to receive a paper statement until your account is current. To change your paperless statement preferences, login to your account and select My Profile.

**IMMEDIATE ATTENTION REQUIRED!** Your Account is extremely past due and will be written off as a bad debt SOON. To avoid this, you must pay the Minimum payment amount shown on this statement at least 4 days prior to the end of the month in which this statement closed. You can find the Statement closing date in the Summary of account activity on page 1 of this statement. If you are not able to pay the Minimum payment amount, we may still be able to assist you. Call us immediately at 1-855-617-8089 (TDD/TTY 1-800-695-1788) to discuss your payment options. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

**IMPORTANT INFORMATION ABOUT LATE FEE CREDITS**

We may occasionally provide a credit for the amount, part or all, of a late fee charged to your account. If we do, we will charge a fee of up to \$41.00 for any subsequent late payment. In addition, we may reverse the credit and reapply the charge to your account if you fail to make the minimum payment due on or before the due date in the next billing period.

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**Important Information about Promotional Offers - Keep for your Records**

As of the date of this correspondence, your purchase APR is 32.49%. This APR will vary based on the Prime Rate.

Purchases made at a participating Helzberg Diamonds location or the Helzberg Diamonds website on a Helzberg Diamonds Credit Card Account may qualify for a promotional Credit Plan. A "Credit Plan" is a payment option Comenity Bank may offer from time to time. Credit Plans and their particular features (including minimum purchase requirements and minimum payment) may vary occasionally at our discretion. For Credit Plan availability visit a participating Helzberg Diamonds location or the Helzberg Diamonds website for details. See your Credit Card Agreement for more information.

The following promotional Credit Plans may be available for qualifying purchases charged to your Helzberg Diamonds Credit Card Account.

**Deferred Interest, Payment Required:** No interest if paid in full within 6, 12, 18, or 24 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

**Low APR, Equal Payment:** 2.99% APR for 36 months; 3.99% APR for 36 months; 4.99% APR for 36 months; 5.99% APR for 36 months; 6.99% APR for 36 months; 7.99% APR for 36 months; 8.99% APR for 36 months; 9.99% APR for 36 or 60 months; 17.99% APR for 36 months; 19.99% APR for 36 months. After that the Purchase APR will apply to any remaining plan balance.

**Waived Interest, Equal Payment:** No Interest for 12, 36, 48 or 60 months. After that the Purchase APR will apply to any remaining plan balance.

**Applicable to all Credit Plans**

- Available plans and offer terms are subject to change. Plan availability may be limited to certain locations or web purchases. For more information, visit a participating Helzberg Diamonds location or the Helzberg Diamonds website.
- Minimum payments are required for each Credit Plan.
- Minimum payments are not guaranteed to pay the promotional plan balance within the promotional period. You may have to pay more than the minimum payment to avoid paying interest at the Purchase APR. Some balances may be paid off before the promotional period ends.
- Your minimum payment may be higher than if you did not select promotional financing.
- If a single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.
- Multiple transactions that qualify for the same type of Promotional Credit Plan that post on a single day may be combined into one Credit Plan without respect to minimum purchase requirements.

Regular Account terms apply to all non-promotional Credit Plan purchases. Offers are subject to credit approval. To learn more about how promotional plans work, visit [comenity.com/financial-education](http://comenity.com/financial-education). We look forward to continuing to serve you.

PPPN3YS

# Cardmember Benefits



SPECIAL  
FINANCING<sup>®</sup>

See reverse side for details.



EXCLUSIVE  
OFFERS



BUY ONLINE  
& IN-STORE

HELZBERG DIAMONDS

PAGE 1 OF 6

## Summary of account activity

Account no.	*****.*****.9427
Previous balance	\$1,282.07
Payments	-198.00
Other credits	-82.00
Purchases	+0.00
Other debts	+0.00
Fees charged	+0.00
Interest charged	+29.73
<b>New balance</b>	<b>\$1,031.80</b>
Past due amount	\$0.00
Credit limit	\$1,000.00
Available credit	-\$31.00
Statement closing date	04/03/2024
Days in billing cycle	31

## Payment information

New balance	\$1,031.80
Minimum payment due	\$40.00
Payment due date	04/28/2024

### Late payment warning:

If we do not receive your minimum payment by 04/28/2024 you may have to pay up to a \$41.00 late fee.

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	4 years	\$1,784
\$44	3 years	\$1,578 (Savings = \$206)

For information regarding credit counseling services, call 1-800-284-1706.

Account Questions? Need to make a payment? Want to know how to go paperless?  
Visit [WWW.COMENITY.NET/HELZBERG](http://WWW.COMENITY.NET/HELZBERG) or call 1-855-810-2541 (TDD/TTY 1-800-695-1788).

## Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
03/26/2024	PAYMENT THANK YOU	-198.00
03/04/2024	REFUND OF LATE FEES	-82.00

## Interest charged

Interest Charge on Purchases	\$29.73
Total Interest For This Period	\$29.73

## 2024 totals year to date

Total fees charged in 2024	\$41.00
Total interest charged in 2024	\$117.60

## Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.99% (v)	101.56 (DA)	2.84
PBMERCH 2321502	29.99% (v)	1,055.89 (DA)	26.89

NOTICE: See reverse side for important information.

Please tear at perforation above

**HELZBERG**  
**DIAMONDS**

Yes, I have moved or updated my e-mail address - see reverse.

Account number	*****.*****.9427
New balance	Minimum payment \$40.00

Mailed payments must reach us by 6 pm ET on 04/28/2024.

Amount enclosed: \$

Please make check payable to:  
COMENITY - HELZBERG DIAMONDS CREDIT CARD

Please return this portion along with your payment to:  
P.O. Box 650973  
Dallas TX 75265-0973



RUBEN EMORY  
11506 CAVENDISH CIR  
SAN ANTONIO TX 78251-3101



9635035402

0973

9427

000004000 000103180

**1**Minimum payments are required for each Credit Plan. Valid for single transaction only. If the single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.

Keep this portion for your records.

**What To Do If You Think A Mistake On Your Statement**  
If you think there is an error on your statement, write to us at: Community Bank, PO Box 182782, Columbus, OH 43218-2782.

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 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: Community Bank, PO Box 182782, Columbus, OH 43218-2782.

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.

**CREDIT 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.

**NOTICE OF CREDIT REPORT DISPUTES**  
If you believe information we reported to a consumer reporting agency is inaccurate, notify us at: Community Bank, PO Box 182782, Columbus, OH 43218-2782. Please provide:

- Your name and account number.
- Your address and telephone number.
- What information you dispute and why you believe it is inaccurate.
- If available, a copy of the section of the credit report showing the information you are disputing.

Send all bankruptcy notices and related correspondence to Community Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

**PAYMENTS MARKED "PAID IN FULL"**: All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.

**DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.**

- We may accept payment sent to any other address without losing any of our rights.

**HOW TO AVOID PAYING INTEREST**: Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

**BALANCE COMPUTATION METHOD**: We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance," we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (leaving any net credit balance as a zero balance). This gives us the daily balance.

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New Information

Title (optional) _____	First Name _____	MI _____
Last Name _____	Soc. Sec. No. _____	
Street Address _____		
Apt. No. _____	RR _____	PO Box _____
City _____	State _____	Zip Code _____ Foreign Map Code _____
Home Phone _____	Work Phone _____	
Email Address _____		

**Details of your plans**

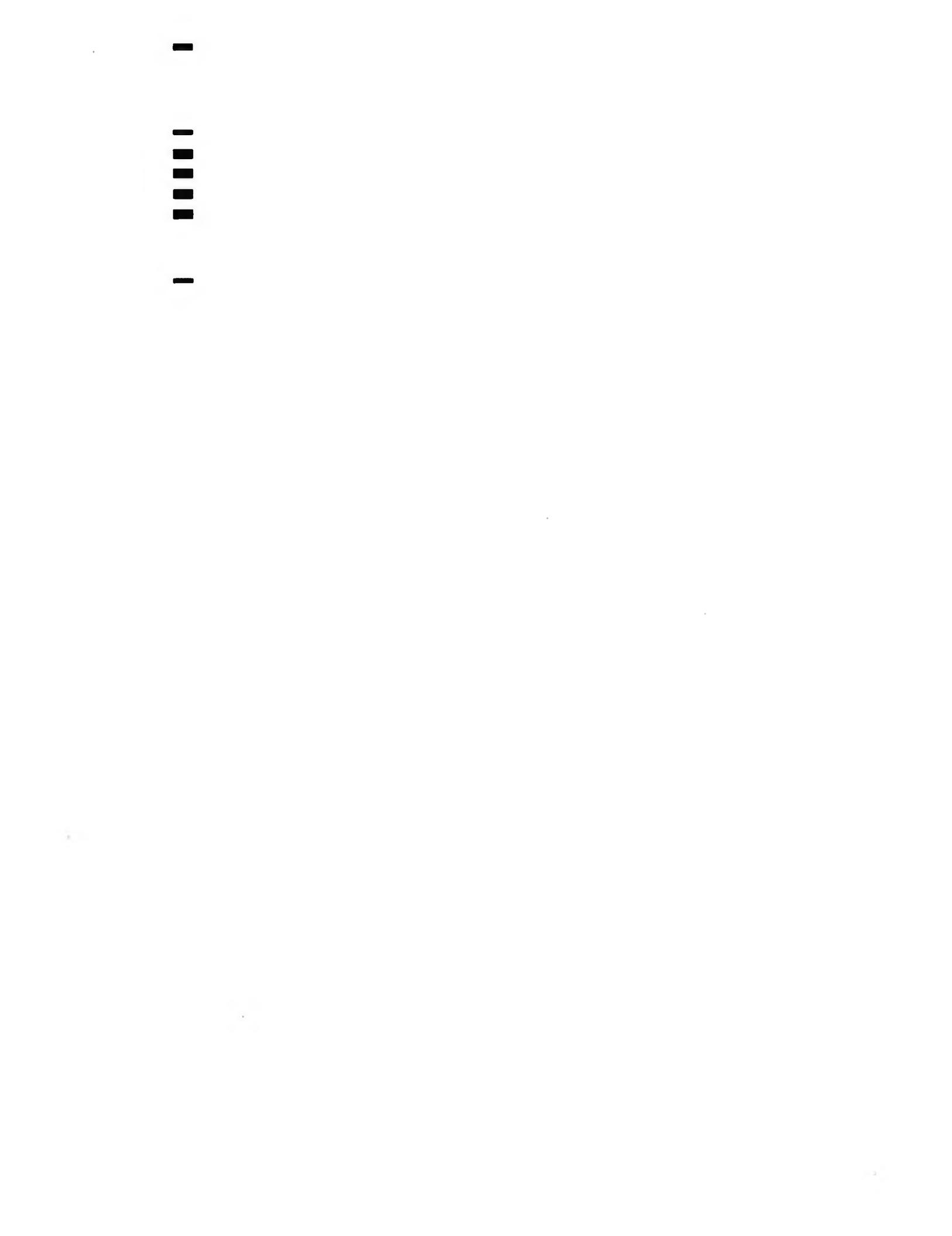
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	217.14	0.00	203.58	16.40	2.84
PBMERCH-232 Purchases prior to 08/03/2023 1502							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	1,064.93	0.00	76.42	1,015.40	0.00

**Additional important messages**

How can you prevent ID Theft? Visit [idtheft.gov](http://idtheft.gov) to find out.

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