

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

NEVAEH MARTINEZ  
Defendant

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

TARRANT COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of NEVAEH MARTINEZ, 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:

NEVAEH MARTINEZ  
7345 MAPLE DR  
NORTH RICHLAND HILLS, TX 76180-6335

**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 THE BANK OF MISSOURI. Plaintiff purchased Defendant's debt on or about October 28, 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:	THE BANK OF MISSOURI
ACCOUNT NO.:	XXXXXXXXXXXX-6201
DATE OF CHARGE-OFF:	October 13, 2024
CHARGE-OFF BALANCE:	\$5,973.80
DATE OF ORIGINATION:	March 07, 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 05, 2025, Defendant has refused and failed to remit the remaining principal amount of \$5,973.80. No interest (0%) is accruing on the account.

#### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$5,973.80 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 \$5,973.80;
- 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.



Genail Logan

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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.

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT  
Plaintiff, §  
§  
vs. § PRECINCT 1 PLACE 1  
§  
NEVAEH MARTINEZ §  
Defendant. § TARRANT 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



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

SSN: XXX-XX-9759  
Birth Date: Apr-XX-2004  
Last Name: MARTINEZ  
First Name: NEVAEH  
Middle Name:  
Status As Of: Jan-06-2026  
Certificate ID: WH5TCVT653T0BL7

On Active Duty Within 90 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date.			

On Active Duty Within 567 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 567 days preceding the Active Duty Status Date.			

Order Notification Within 90 Days of Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual received notification 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.

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 dates 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.

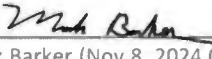
# **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
FROM THE BANK OF MISSOURI TO CONCORA CREDIT INC.**

Pursuant to and in accordance with THE BANK OF MISSOURI: Section 36 of that certain Second Amended and Restated Receivables Sale Agreement (as amended, the "RSA"), effective as of February 5, 2020, by and between The Bank of Missouri ("Seller") and Concora Credit Inc., formerly known as Genesis FS Card Services, Inc., ("Buyer"), 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: **11/08/2024**

THE BANK OF MISSOURI

By:   
Mark Barker  
\_\_\_\_\_  
By: Mark Barker (Nov 8, 2024 07:53 CST)

Name: Mark Barker  
Title: Chief Contract Services Officer

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

Those accounts pursuant to the RSA and this BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM THE BANK OF MISSOURI TO CONCORA CREDIT INC. that are specifically identified in the electronic file named 'Account Data (CO-1033) - Midland - GPCC - Flow 26.xlsx' and 'Account Data (CO-1033) - Midland - Jewelry and Other - Flow 20.xlsx' with such electronic file incorporated herein by reference.

## BILL OF SALE

**Closing Date: October 28, 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 - Jewelry and Other - Flow 20.xlsx" (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 March 29, 2023, 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: Danielle Wohlfehrt  
Name: Danielle Wohlfehrt  
Title: MVP Business Development

### CONCORA CREDIT INC.

By: Drew Hatton  
Drew Hatton Oct 28, 2024 10:02 AM  
Name: DREW HATTON  
Title: CFO

**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:

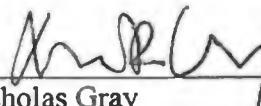
I am over 18 and not a party to this action. I am the Charge Off Sales Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

On 10/28/2024 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").

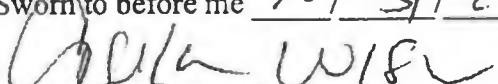
All records were kept in the regular course of business.

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

Dated: 10 / 31 / 2024

  
Nicholas Gray

Sworn to before me 10 / 31 / 2024

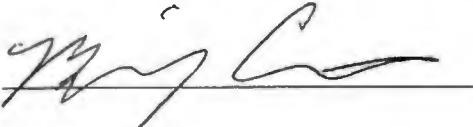
  
(Notary Stamp)



ANGELA WISE  
Notary Public, State of Ohio  
My Commission Expires  
December 8, 2025

**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 10 / 31 / 2024. 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: 10 / 31 / 2024

<b>Field</b>	<b>Field Data</b>
Account Number	[REDACTED] 6201
Seller Account ID	7636006001670680
First Name	NEVAEH
Last Name	MARTINEZ
SSN	XXX-XX-9759
Date of Birth	[REDACTED]
Address 1	7345 MAPLE DR
City	NORTH RICHLAND HIL
State	TX
Zip	76180
Open Date	03/07/2024
Last Purchase Date	03/07/2024
Last Purchase Amount	\$4,600.00
Sale Amount	\$5,973.80
Charge Off Date	10/13/2024
Charge off Balance	\$5,973.80
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	GENESIS CREDIT TBOM

Account information provided by Concora Credit Inc. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 10/28/2024 in connection with the sale of accounts from Concora Credit Inc. to Midland Credit Management, Inc.

# **EXHIBIT B**

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF GRISEL LOPEZ PENA

NEVAEH MARTINEZ,

Defendant(s).

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Grisel Lopez Pena, 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 THE BANK OF MISSOURI/GENESIS CREDIT TBOM account XXXXXXXXXXXXXXX6201 (MCM Number 329546806) (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

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AFFIDAVIT OF GRISEL LOPEZ PENA - 1



329546806



AFFRECATTACH



25-312335

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 2024-10-13 with a balance of \$5,973.80. On or about 2024-10-28, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$5,973.80. As of 2025-12-05, MCM's records show that the balance of \$5,973.80 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$5,973.80 from Defendant. All credits and offsets for payments have been applied to the balance.

6. The complete chain of title including THE BANK OF MISSOURI, the original creditor, and all post-charge-off purchasers/assignees of the debt are as follows:

- |                                    |            |
|------------------------------------|------------|
| 1. THE BANK OF MISSOURI            | 2024-10-13 |
| 2. CONCORA CREDIT INC.             | 2024-10-28 |
| 3. 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.

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AFFIDAVIT OF GRISEL LOPEZ PENA - 2



329546806



AFFRECATTACH



25-312335

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

DEC 3 1 2025

Date

Grisel Lopez Pena

STATE OF MINNESOTA

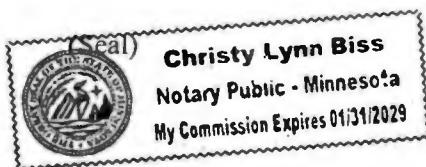
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on  
by Grisel Lopez Pena.

DEC 3 1 2025

Grisel

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



CA137

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AFFIDAVIT OF GRISEL LOPEZ PENA - 3



329546806



AFFRECATTACH



25-312335

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
FROM THE BANK OF MISSOURI TO CONCORA CREDIT INC.**

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Dated: **11/08/2024**

**THE BANK OF MISSOURI**

By: Mark Barker  
Mark Barker (Nov 8, 2024 07:53 CST)

Name: Mark Barker  
Title: Chief Contract Services Officer

**EXHIBIT A**

**ACCOUNT SCHEDULE**

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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.

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### MIDLAND CREDIT MANAGEMENT, INC.

By: Danielle Wohlfahrt  
Name: Danielle Wohlfahrt  
Title: MVP Business Development

### CONCORA CREDIT INC.

By: Drew Hatton  
Drew Hatton (Oct 28, 2024 16:22 EST)  
Name: DREW HATTON  
Title: CFO

**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:

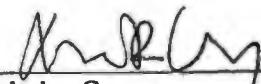
I am over 18 and not a party to this action. I am the Charge Off Sales Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

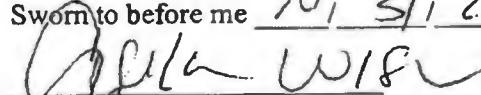
On 10/28/2024 Debt Seller sold a pool of charged-off accounts (the "Accounts") by a Loan Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer").

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: 10 / 31 / 2024

  
Nicholas Gray

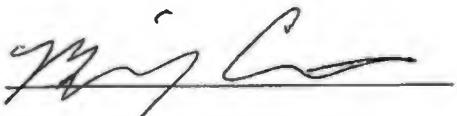
Sworn to before me 10 / 31 / 2024  
  
(Notary Stamp)



ANGELA WISE  
Notary Public, State of Ohio  
My Commission Expires  
December 8, 2025

**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 10 / 31 / 2024. 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: 10 / 31 / 2024



NEVAEH MARTINEZ

Account number [REDACTED] 6201

**ACCOUNT SUMMARY**

Credit Limit	\$7,000.00
Available Credit	\$0.00
Past Due Amount	\$1,674.07
Overlimit Amount	\$0.00
Statement Closing Date	October 11, 2024
Days in Billing Cycle	30
Previous Balance	\$5,763.54
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$0.00
+ FEES CHARGED	\$44.95
+ INTEREST CHARGED	\$165.31
= New Balance	\$5,973.80

QUESTIONS? Call 1-800-229-0386

Please mail billing inquiries to:

Concora Credit  
 P.O. Box 4499  
 Beaverton, OR 97076-4499  
[www.concoracredit.com](http://www.concoracredit.com)

**PAYMENT INFORMATION**

New Balance	\$5,973.80
Minimum Payment Due	\$1,920.02
Payment Due Date	November 10, 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 \$40.00.

**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	\$7,951.00

If you would like information about credit counseling services, call 1-800-229-0386.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
<b>FEES</b>				
10/11	10/11		MONTHLY FEE	4.95
10/11	10/11		LATE FEE	40.00
<b>TOTAL FEES FOR THIS PERIOD</b>				
44.95				
<b>INTEREST CHARGED</b>				
10/11	10/11		Interest Charge on Purchases	165.31
<b>TOTAL INTEREST FOR THIS PERIOD</b>				
165.31				

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
 PO BOX 4477  
 Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number	[REDACTED] 6201
Payment Due Date	November 10, 2024
New Balance	\$5,973.80
Minimum Payment Due	\$1,920.02

NEVAEH MARTINEZ  
 7345 MAPLE DR  
 NORTH RICHLAND HILLS TX 76180-63  
 [REDACTED]

Make Check Payable to: Amount Enclosed: \$ [REDACTED]

Concora Credit  
 PO BOX 96541  
 Charlotte NC 28296-0541  
 [REDACTED]

0680

**YOUR ACCOUNT IS ISSUED BY THE BANK OF MISSOURI  
AND SERVICED BY CONCORA CREDIT INC.**

**PAYMENTS**

Payments should be mailed with the payment coupon and in the envelope provided to the Concora Credit payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a non banking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting concoracredit.com.

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 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 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.

**BALANCE SUBJECT TO INTEREST RATE**

We use the Average Daily Balance (including new purchases) method to calculate the balance on which we charge interest. To find out more about the balance computation method and how interest charges were determined, call us at the toll-free telephone number on the front of the first page of your billing statement.

**DEFERRED INTEREST PROMOTIONS**

If applicable, each deferred interest promotion balance accrues interest from the date of purchase, but interest will not be charged if you pay the promotion balance in full before the end of the deferred interest period and you make monthly payments as required. The deferred interest period will end when one or more of the following events occur:

- Promotional end date as reflected on the front of your statement;
- Your Account becomes more than 180 days past due;
- Your Account is charged off for any reason.

Interest on a promotion balance will accrue during the deferred interest period at the APR reflected on the front of your statement, and such interest will be charged to your Account if you do not pay the promotion balance in full before the end of the deferred interest period.

You must make monthly minimum payments during the deferred interest period. Paying only the monthly minimum payment may not pay off the deferred interest balance within the deferred interest period. You may have to make additional or increased payments during the deferred interest period to avoid having to pay all accrued deferred interest.

**ALLOCATING YOUR PAYMENT**

**YOUR PAYMENTS WILL BE ALLOCATED AS REQUIRED BY LAW. ANY PAYMENT AMOUNT ABOVE THE MINIMUM PAYMENT DUE WILL BE APPLIED AS FOLLOWS:**  
**(1) IF YOU HAVE A DEFERRED INTEREST PROMOTION BALANCE IN THE LAST TWO CYCLES PRIOR TO EXPIRATION, EXCESS PAYMENTS WILL BE APPLIED TO THAT BALANCE FIRST, AND (2) IN ALL OTHER SITUATIONS, WE WILL APPLY EXCESS PAYMENTS TO YOUR HIGHER INTEREST BALANCES.**

**YOUR RIGHTS**

**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: Concora Credit, P.O. Box 4499, Beaverton, Oregon 97076-4499.

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: Concora Credit, 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.

**OTHER DISCLOSURES**

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

**California Collection Agency License Number 10739-99**

NEVAEH MARTINEZ

Account number

6201

Totals 2024 Year-to-Date	
Total fees charged in 2024	\$293.75
Total interest charged in 2024	\$1,080.05

#### IMPORTANT ACCOUNT INFORMATION

**MONTHLY FEE:** For each Billing Cycle, if the New Balance is not \$9.99 or less at the close of the Billing Cycle, a Monthly Fee of \$4.95 will be charged at the close of the Billing Cycle. To avoid paying the Monthly Fee, for each Billing Cycle, the New Balance on your Account must be \$9.99 or less at the close of the Billing Cycle.

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

YOUR ACCOUNT IS CURRENTLY CLOSED.

#### 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	34.90%	\$266.65	\$7.64
PURCHASE	34.90%	\$5,497.05	\$157.67

(v) = variable



NEVAEH MARTINEZ



Account number [REDACTED] 6201

**ACCOUNT SUMMARY**

Credit Limit	\$7,000.00
Available Credit	\$2,378.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00
Statement Closing Date	March 11, 2024
Days in Billing Cycle	5
Previous Balance	\$0.00
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$4,600.00
+ FEES CHARGED	\$0.00
+ INTEREST CHARGED	\$21.99
= New Balance	\$4,621.99

QUESTIONS? Call 1-800-229-0386

Please mail billing inquiries to:

Concora Credit  
 P.O. Box 4499  
 Beaverton, OR 97076-4499  
[www.concoracredit.com](http://www.concoracredit.com)

IMPORTANT NOTICE OF CHANGE IN TERMS: Please see the back of your statement, page 2, for changes to your Account Agreement.

**PAYMENT INFORMATION**

New Balance	\$4,621.99
Minimum Payment Due	\$230.00
Payment Due Date	April 10, 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 \$40.00.

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	3 years	\$7,041.00

If you would like information about credit counseling services, call 1-800-229-0386.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/07	03/07	P960800EL00XTPYYN	MARBLE LAW Scottsdale AZ 0000000000001687007829	4,600.00
<b>FEES CHARGED</b>				
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>0.00</b>
<b>INTEREST CHARGED</b>				
03/11	03/11		Interest Charge on Purchases <b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>21.99</b> <b>21.99</b>

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
 PO BOX 4477  
 Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number	[REDACTED] 6201
Payment Due Date	April 10, 2024
New Balance	\$4,621.99
Minimum Payment Due	\$230.00

NEVAEH MARTINEZ  
 7345 MAPLE DR  
 NORTH RICHLAND HILLS TX 76180-63  
 [REDACTED]

Make Check Payable to: Amount Enclosed: \$ [REDACTED]

Concora Credit  
 PO BOX 84049  
 Columbus GA 31908-4049  
 [REDACTED]

[REDACTED] 0680 [REDACTED]

**YOUR ACCOUNT IS ISSUED BY THE BANK OF MISSOURI  
AND SERVICED BY CONCORA CREDIT INC.**

**PAYMENTS**

Payments should be mailed with the payment coupon and in the envelope provided to the Concora Credit payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a non banking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting concoracredit.com.

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 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 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.

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- Your Account is charged off for any reason.

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- 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.
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**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: Concora Credit, 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.

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**California Collection Agency License Number 10739-99**

NEVAEH MARTINEZ

Account number

6201

<b>Totals 2024 Year-to-Date</b>	
Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$21.99

**IMPORTANT ACCOUNT INFORMATION**

**MONTHLY FEE:** For each Billing Cycle, if the New Balance is not \$9.99 or less at the close of the Billing Cycle, a Monthly Fee of \$4.95 will be charged at the close of the Billing Cycle. To avoid paying the Monthly Fee, for each Billing Cycle, the New Balance on your Account must be \$9.99 or less at the close of the Billing Cycle.

**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	34.90%	\$0.00	\$0.00
PURCHASE	34.90%	\$4,600.00	\$21.99

(v) = variable

**Important Change to Your Account Terms****Summary of Changes**

We are changing some of the terms of your Account Agreement:

- The address for mailed payments; and
- Payments for amounts greater than the balance on your Account may be returned to sender.

Please read this notice carefully so that you understand the effect on your Account and keep this notice for your records.

The "Monthly Minimum Payment" section in your Account Agreement is being updated to the following:

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the monthly statement to Concora Credit, P.O. Box 96541, Charlotte, North Carolina 28296. Any payment we receive in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If we receive your payment in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. Please allow at least seven (7) business days for postal delivery. Payments we receive at any other location or in any other form may not be credited as of the day we receive them. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur Late Payment Fees and additional interest charges and may result in your Account being declared in default.

Payments received for amounts greater than the balance on your Account may be returned to sender. This may cause you to incur Late Payment Fees and additional interest charges and may result in your Account being declared in default.

*This change is effective with your April 2024 billing statement.*

If you have questions about this notice, please call our servicer, Concora Credit, at the toll-free phone number on this statement. Their customer service hours are from 9:00 A.M. to 9:00 P.M. Eastern Time, seven days a week.