

CAUSE NO. 11DC2601315

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

JUANITA AGUIRRE  
Defendant

IN THE JUSTICE COURT  
PRECINCT 1 PLACE 1  
BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of JUANITA AGUIRRE, the Defendant, and for cause of action shows:

**Discovery Level**

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

**Parties and Service of Citation**

2. The Plaintiff is a foreign limited liability company duly authorized to conduct business in the State of Texas.

3. The Defendant resides within the venue of the above referenced court and may be served at the following address, or wherever the Defendant may be found:

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

**Venue and Jurisdiction; Relief Sought**

4. Venue is proper in this county because Defendant, a natural person, resides in this county. The amount in controversy is within the jurisdictional limit of this court. The Plaintiff seeks only monetary relief of \$20,000.00 or less, including damages of any kind, penalties, cost, expenses if any. Plaintiff does not seek pre-judgment interest or attorney's fees.

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

5. Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., and its affiliates (collectively, "Plaintiff") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying

obligation. In doing so, Plaintiff attempts to assess each consumer's willingness to pay, through phone calls, letters or other means. Plaintiff attempts to exclude consumers from its collection efforts, where Plaintiff believes those consumers are facing extenuating circumstances or hardships that would prevent them from making any payments.

6. When Plaintiff contacts consumers, it strives to treat consumers with respect, compassion and integrity. Plaintiff works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Plaintiff's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Plaintiff strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.

7. Despite Plaintiff's efforts to reach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Plaintiff. Those who do are often offered discounts or payment plans that are intended to suit their needs. Plaintiff would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations. However, the majority of Plaintiff's consumers ignore calls or letters, and some simply refuse to repay their obligations despite an apparent ability to do so. When this happens, Plaintiff must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

### **Count I**

8. Defendant had an account with FIRST ELECTRONIC BANK. Plaintiff purchased Defendant's debt on or about December 26, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	FIRST ELECTRONIC BANK
ACCOUNT NO.:	XXXXXXXXXXXX-7369
DATE OF CHARGE-OFF:	December 15, 2024
CHARGE-OFF BALANCE:	\$1,547.25
DATE OF ORIGINATION:	March 22, 2024

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant with Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action account stated because (i) transactions between the parties or their predecessors-in-interest gave rise to indebtedness of the Defendant to the Plaintiff (ii) there existed an agreement, express or implied, between the parties establishing a fixed amount due, and (iii) the Defendant made a promise, express or implied, to pay the indebtedness, but has failed to do so.

10. Demand for payment has been made by Plaintiff, and as of December 10, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,547.25. No interest (0%) is accruing on the account.

#### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$1,547.25 along with post judgment interest at the statutory rate provided by applicable law.

#### **Conditions Precedent**

12. All conditions precedent have been performed, have occurred, or should be excused.

#### **Prayer**

For these reasons, Plaintiff asks that Defendant be cited to appear and answer, and that Plaintiff have judgment against Defendant for the following:

- a. Actual damages in the amount of \$1,547.25;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

Respectfully submitted  
MIDLAND CREDIT MANAGEMENT, INC.

*Eliel Escobedo Jr.*

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

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

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

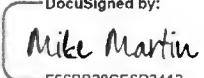
# **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
FROM FIRST ELECTRONIC BANK TO CONCORA CREDIT INC.**

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

Dated: 12/31/2024

FIRST ELECTRONIC BANK

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

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

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

## BILL OF SALE

**Closing Date: December 26, 2024**

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

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

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

**MIDLAND CREDIT MANAGEMENT, INC.**

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

**CONCORA CREDIT INC.**

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

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

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

State of Ohio, County of Summit.

Nicholas Gray being duly sworn, deposes and says:

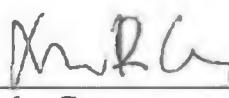
I am over 18 and not a party to this action. I am the Charge Off Sales Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

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

All records were kept in the regular course of business.

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

Dated: 1 / 8 / 2025

  
Nicholas Gray

Sworn to before me 1 / 8 / 2025

  
(Notary Stamp)



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

**CERTIFICATE OF CONFORMITY**

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



Dated: 1 / 8 / 2025

<b>Field</b>	<b>Field Data</b>
Account Number	[REDACTED] 7369
Seller Account ID	5322110024397728
First Name	JUANITA
Last Name	AGUIRRE
SSN	XXX-XX-4544
Date of Birth	[REDACTED]
Address 1	715 CYPRESSTREE DR
City	SAN ANTONIO
State	TX
Zip	78245
Open Date	03/22/2024
Last Purchase Date	06/06/2024
Last Purchase Amount	\$14.90
Sale Amount	\$1,547.25
Charge Off Date	12/15/2024
Charge off Balance	\$1,547.25
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	DESTINY

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

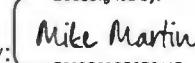
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Dated: 12/31/2024

FIRST ELECTRONIC BANK

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

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

Dated: 1 / 8 / 2025

  
Nicholas Gray

Sworn to before me 1 / 8 / 2025

  
(Notary Stamp)



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

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Dated: 1 / 8 / 2025



JUANITA AGUIRRE

Account number ending in 7369

## ACCOUNT SUMMARY

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

QUESTIONS? Call 1-800-583-5698

Please mail billing inquiries to:

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

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit. If you do go over your credit limit, we will charge you an Overlimit Fee of up to \$41. To cancel Overlimit Coverage, call us at 1-800-583-5698 or visit [www.destinycard.com](http://www.destinycard.com). You may also write us at: P.O. Box 4477, Beaverton OR 97076-4477.

## PAYMENT INFORMATION

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

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41.00.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	4 years	\$2,469.00

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

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

## TRANSACTIONS

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

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope

## PAYMENT INFORMATION

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

Make Check  
Payable to:

Amount Enclosed: \$

DESTINY™

Concra Credit  
PO BOX 4477  
Beaverton OR 97076-4477

JUANITA AGUIRRE  
715 CYPRESSTREE DR  
SAN ANTONIO TX 78245-1007

Concra Credit  
PO BOX 96541  
Charlotte NC 28296-0541

7728 000496000 001547250

## Additional Renewal Information

### **ANNUAL FEE (if applicable)**

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

### **MONTHLY FEE (if applicable)**

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

### **NOTICE OF ACCOUNT CLOSURE**

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

### **HOW INTEREST CHARGES ARE DETERMINED**

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

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

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

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

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

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

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

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

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

JUANITA AGUIRRE

Account number ending in 7369

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
<b>INTEREST CHARGED</b>				
12/13	12/13		Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>43.75</b>
<b>Totals 2024 Year-to-Date</b>				
			Total fees charged in 2024	\$590.26
			Total interest charged in 2024	\$268.30

**IMPORTANT ACCOUNT INFORMATION**

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

**YOUR ACCOUNT IS PAST DUE. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT.**

**PLEASE REMIT IMMEDIATELY.**

**YOUR ACCOUNT IS CURRENTLY OVER YOUR CREDIT LIMIT.**

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

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	35.90%	\$1,462.50	\$43.75
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable

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

#### PAYMENTS

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

#### CREDIT BUREAU REPORTING

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

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

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

In your letter, give us the following information:

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

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

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

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

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

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

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

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

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

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

#### DISCLOSURES FROM CONCORA CREDIT INC.

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

California Collection Agency License Number 10739-99



JUANITA AGUIRRE

Account number ending in 7369

**ACCOUNT SUMMARY**

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

QUESTIONS? Call 1-800-583-5698

Please mail billing inquiries to:

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

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit. If you do go over your credit limit, we will charge you an Overlimit Fee of up to \$41. To cancel Overlimit Coverage, call us at 1-800-583-5698 or visit [www.destinycard.com](http://www.destinycard.com). You may also write us at: P.O. Box 4477, Beaverton OR 97076-4477.

**PAYMENT INFORMATION**

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

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41.00.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	4 years	\$1,777.00

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

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/20	05/20	5543286GX5XPWLXQ	MY OBVI LLC 201-218-6080 NJ	79.99
06/05	06/05	0543684HEBLKOPWNT	WM SUPERCENTER #3888 SAN ANTONIO TX	35.68
06/06	06/06	1527021HE013XY80L	SUBWAY 38281 SAN ANTONIO TX	14.90
<b>FEES CHARGED</b>				
06/13	06/13		CREDIT PROTECTION FEES	14.86

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope

**PAYMENT INFORMATION**

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

↳ DESTINY®

Concora Credit  
 PO BOX 4477  
 Beaverton OR 97076-4477

Make Check  
 Payable to:

Amount Enclosed:

\$

Concora Credit  
 PO BOX 96541  
 Charlotte NC 28296-0541

JUANITA AGUIRRE  
 715 CYPRESSTREE DR  
 SAN ANTONIO TX 78245-1007  
 [Barcode]

[Barcode]

7728 000094005 001042385

## Additional Renewal Information

### ANNUAL FEE (If applicable)

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

### MONTHLY FEE (If applicable)

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

### NOTICE OF ACCOUNT CLOSURE

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

### HOW INTEREST CHARGES ARE DETERMINED

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

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

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

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

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

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

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

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

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

JUANITA AGUIRRE

Account number ending in 7369

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			FEES CHARGED	
06/13	06/13		LATE FEE	30.00
			TOTAL FEES FOR THIS PERIOD	44.86
			INTEREST CHARGED	
06/13	06/13		Interest Charge on Purchases	27.47
06/13	06/13		Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	27.47
<b>Totals 2024 Year-to-Date</b>				
Total fees charged in 2024				\$310.91
Total interest charged in 2024				\$42.78

**IMPORTANT ACCOUNT INFORMATION**

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

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

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

YOUR ACCOUNT IS CURRENTLY OVER YOUR CREDIT LIMIT.

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

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	35.90%	\$918.19	\$27.47
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable

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

#### PAYMENTS

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

#### CREDIT BUREAU REPORTING

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

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California Collection Agency License Number 10739-99

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JACOB BIARD

JUANITA AGUIRRE,

Defendant(s).

Jacob Biard, 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 FIRST ELECTRONIC BANK/DESTINY account XXXXXXXXXXXX7369 (MCM Number 330787776) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

AFFIDAVIT OF JACOB BIARD - 1



330787776



AFFRECATTACH



25-420609

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 2024-12-15 with a balance of \$1,547.25. On or about 2024-12-26, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,547.25. As of 2025-12-10, MCM's records show that the balance of \$1,547.25 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,547.25 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- |                                    |            |
|------------------------------------|------------|
| 1. FIRST ELECTRONIC BANK           | 2024-12-15 |
| 2. CONCORA CREDIT INC.             | 2024-12-26 |
| 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 JACOB BIARD - 2



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

JAN 08 2026

Date

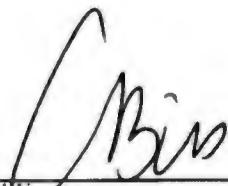
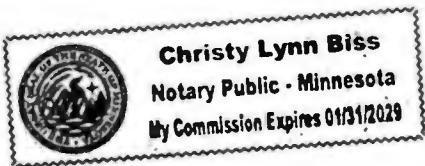
Jacob Biard

STATE OF MINNESOTA  
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on  
by Jacob Biard.

JAN 08 2026

Notary Public



A handwritten signature of "Christy Lynn Biss" in black ink.

CA137

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AFFIDAVIT OF JACOB BIARD - 3



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25-420609

11DC2601315

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT  
Plaintiff, §  
§  
vs. § PRECINCT 1 PLACE 1  
§  
JUANITA AGUIRRE §  
Defendant. § BEXAR COUNTY, TEXAS

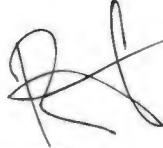
EXHIBIT "B"

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-4544  
Birth Date: Dec-XX-1981  
Last Name: AGUIRRE  
First Name: JUANITA  
Middle Name:  
Status As Of: Jan-13-2026  
Certificate ID: TM5PHR046STYG23

On Active Duty On 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.

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

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

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Issue Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit received early 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.