

CAUSE NO. _____ JPC-26-01646-51

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

AIDA LANTAO
Defendant

IN THE JUSTICE COURT

PRECINCT 5 PLACE 1

DALLAS COUNTY, TEXAS

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

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of AIDA LANTAO, 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:

AIDA LANTAO
3519 MELINDA HILLS DR
DALLAS, TX 75212-2307

Venue and Jurisdiction; Relief Sought

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

**Plaintiffs Efforts To Resolve
The Underlying Obligation**

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

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

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

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

Count I

8. Defendant had an account with COMENITY CAPITAL BANK. Plaintiff purchased Defendant's debt on or about July 29, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	COMENITY CAPITAL BANK
ACCOUNT NO.:	XXXXXXXXXXXXXX-5079
DATE OF CHARGE-OFF:	June 30, 2024
CHARGE-OFF BALANCE:	\$3,709.69
DATE OF ORIGINATION:	June 21, 2023

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant Dallas County Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action Justice of the Peace Pct 5-1 account stated because (i) transactions between the parties or their predecessors-in-interest gave rise to indebtedness of the Defendant to the Plaintiff (ii) there existed an agreement, express or implied, between the parties establishing a fixed amount due, and (iii) the Defendant made a promise, express or implied, to pay the indebtedness, but has failed to do so.

10. Demand for payment has been made by Plaintiff, and as of November 06, 2025, Defendant has refused and failed to remit the remaining principal amount of \$3,709.69. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$3,709.69 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 \$3,709.69;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

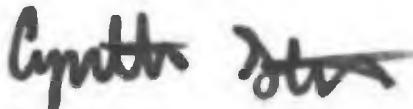
Dallas County

Justice of the Peace Pct 5-1

Respectfully submitted

By: Christopher Attocknie

MIDLAND CREDIT MANAGEMENT, INC.



Cynthia Stevens

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 Gabri洛va, Texas Bar No. 24042929

Attorneys for MIDLAND CREDIT MANAGEMENT,
INC.

P.O. Box 460568

Houston, TX 77056

Tel: (866) 300-8750

Fax: 877-232-9721

Email: InternalLegal-TexasFax@MCMCG.COM

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

You can view documents related to your account by visiting our website at www.midlandcredit.com and logging into your account.

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT
Plaintiff, §
§
vs. § PRECINCT 5 PLACE 1
§
AIDA LANTAO §
Defendant. § DALLAS COUNTY, TEXAS

EXHIBIT "B"

CERTIFICATE OF NON-MILITARY STATUS

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

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

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



Signature

Rebeca Castillo

Printed Name

FILED
1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

Department of Defense Manpower Data Center

Results as of : Dec-18-2025 09:40:00 AM EST

SCRA 5.27

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

SSN: XXX-XX-5061
Birth Date: May-XX-1973
Last Name: LANTAO
First Name: AIDA
Middle Name:
Status As Of: Dec-18-2025
Certificate ID: X003W9PSM89MMFY

NA	SEARCHED	INDEXED	SERIALIZED	FILED	NA
This response reflects whether the individual was last active duty status as of the Active Duty Status Date.					
NA	SEARCHED	INDEXED	SERIALIZED	FILED	NA
This response reflects whether the individual was last active duty status as of the Active Duty Status Date.					
NA	SEARCHED	INDEXED	SERIALIZED	FILED	NA
This response reflects whether the individual was last active duty status as of the Active Duty Status Date.					

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 an Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

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

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

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

FILED
1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

EXHIBIT A

EXHIBIT A

BILL OF SALE

Comenity Capital Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of July 29, 2024 all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule I (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

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

COMENITY CAPITAL BANK



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

COMENITY CAPITAL BANK

By: Brent Sweeney
Date: 8/14/2024
Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danette Wolfenit
Date: 10/09/2024
Title: MVP, Business Development & Strategic Partnerships

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1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

**SCHEDULE 1 TO BILL OF SALE
ASSET SCHEDULE**

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG_HF_JULY_2024_DPL_CCB.TXT;MCMG_HF_JULY_2024_LCS_CCB.TXT delivered by Comenity Capital Bank to Midland Credit Management, Inc. on July 22, 2024 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
[REDACTED]	[REDACTED]	[REDACTED]	7/19/2024

EXHIBIT B

CLOSING STATEMENT

AGREEMENT DATE:	<u>October 25, 2019</u>
SELLER:	<u>COMENITY CAPITAL BANK</u>
PURCHASER:	<u>Midland Credit Management, Inc.</u>
FILE NUMBER:	<u>MCMG_HF_JULY_2024_DPL_CCB.TXT;</u> <u>MCMG_HF_JULY_2024_LCS_CCB.TXT</u>
NUMBER OF ACCOUNTS:	[REDACTED]
TOTAL UNPAID BALANCE:	[REDACTED]
PURCHASE PRICE	[REDACTED]
PERCENTAGE:	[REDACTED]
PURCHASE PRICE:	[REDACTED]
FILE CREATION DATE:	<u>July 19, 2024</u>
CLOSING DATE:	<u>July 29, 2024</u>

WIRING INSTRUCTIONS

COMENITY CAPITAL BANK

[REDACTED]

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On [8/14/2024], Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Capital Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 7/29/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Capital Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i)with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

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

FURTHER AFFIANT SAYETH NOT.

Signed this 14th day of August, 2024.

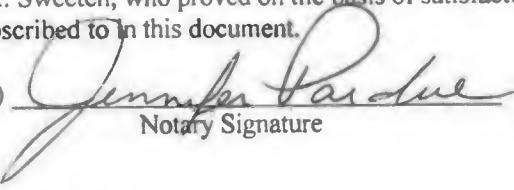


Bruce A. Sweeten (AFFIANT NAME)

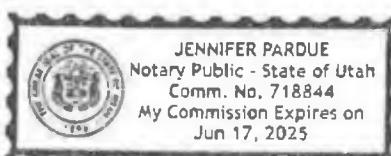
Comenity Capital Bank

Subscribed and sworn to before me Jennifer Pardue, on this 14th (date) day of August, in the year 2024, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)



Jennifer Pardue
Notary Signature



CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

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

8/16/24
Date



Attorney at Law for the State of Utah

Field	Field Data
Account Number	00 [REDACTED] 5079
Seller Account ID	000000001120711320
First Name	AIDA
Last Name	LANTAO
SSN	XXX-XX-5061
Date of Birth	[REDACTED]
Address 1	3519 MELINDA HILLS DR
City	DALLAS
State	TX
Zip	75212
Home Phone	9565340189
Open Date	06/21/2023
Last Purchase Date	06/22/2023
Last Purchase Amount	\$4,316.80
Last Payment Date	11/16/2023
Last Payment Amount	\$500.00
Sale Amount	\$3,709.69
Charge Off Date	06/30/2024
Charge off Balance	\$3,709.69
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	SMILE GENERATION

Account information provided by Comenity Capital Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 07/29/2024 in connection with the sale of accounts from Comenity Capital Bank to Midland Credit Management, Inc.

FILED
1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

EXHIBIT B

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF MOHAMED HASSAN

AIDA LANTAO,

Defendant(s).

Mohamed Hassan, 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 COMENITY CAPITAL BANK/SMILE GENERATION account XXXXXXXXXXXXXXXX5079 (MCM Number 328378017) (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 MOHAMED HASSAN - 1



328378017



AFFRECA ATTACH



25-378560

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 2024-06-30 with a balance of \$3,709.69. On or about 2024-07-29, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$3,709.69. As of 2025-11-06, MCM's records show that the balance of \$3,709.69 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$3,709.69 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. COMENITY CAPITAL BANK 2024-07-29

2. Midland Credit Management, Inc.

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

AFFIDAVIT OF MOHAMED HASSAN - 2



328378017



AFFRECATTACH



25-378560

FILED
1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

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

DEC 04 2025
Date

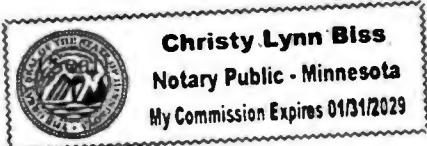
Mohamed Hassan

STATE OF MINNESOTA
COUNTY OF STEARNS

DEC 04 2025

Signed and sworn to (or affirmed) before me on
by Mohamed Hassan.

Christy Lynn Biss



Notary Public

CA137

AFFIDAVIT OF MOHAMED HASSAN - 3



328378017



AFFRECATTACH



25-378560

EXHIBIT A

BILL OF SALE

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

COMENITY CAPITAL BANK



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

COMENITY CAPITAL BANK

By: Bruce A. Sweeten
Date: 8/14/2024
Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danille Wolfenut
Date: 10/09/2024
Title: MVP, Business Development & Strategic Partnerships

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1/23/2026 12:57 PM
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By: Christopher Attocknie

**SCHEDULE 1 TO BILL OF SALE
ASSET SCHEDULE**

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			7/19/2024

EXHIBIT B

CLOSING STATEMENT

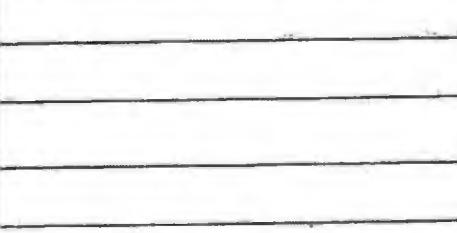
AGREEMENT DATE: October 25, 2019

SELLER: COMENITY CAPITAL BANK

PURCHASER: Midland Credit Management, Inc.

FILE NUMBER: MCMG_HF_JULY_2024_DPL_CCB.TXT;
MCMG_HF_JULY_2024_LCS_CCB.TXT

NUMBER OF ACCOUNTS: 

TOTAL UNPAID BALANCE: 

PURCHASE PRICE: 

PERCENTAGE: 

PURCHASE PRICE: 

FILE CREATION DATE: July 19, 2024

CLOSING DATE: July 29, 2024

WIRING INSTRUCTIONS

COMENITY CAPITAL BANK



PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On 8/14/2024, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Capital Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 7/29/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Capital Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i)with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

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

FURTHER AFFIANT SAYETH NOT.

Signed this 14th day of August, 2024.

Bruce Sweeten

Bruce A. Sweeten (AFFIANT NAME)

Comenity Capital Bank

Subscribed and sworn to before me Jennifer Pardue, on this 14th (date) day of August, in the year 2024, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue
Notary Signature

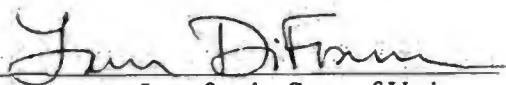


CERTIFICATE OF CONFORMITY

STATE OF UTAH
COUNTY OF SALT LAKE

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

8/16/24
Date



Attorney at Law for the State of Utah

PAGE 1 OF 4

Summary of account activity		Payment information		
Account no.	5079	New balance	\$3,709.69	
Previous balance	\$3,661.38	Minimum payment due	\$1,136.00	
Payments	-0.00	Payment due date	07/16/2024	
Other credits	-0.00	Minimum Payment Warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
Purchases	+0.00	If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about: Only the minimum payment And you will end up paying an estimated total of:	
Other debits	+0.00			
Fees charged	+41.00	14 years	\$13,326	
Interest charged	+7.31			
New balance	\$3,709.69	For information regarding credit counseling services, call 1-800-284-1706.		
Past due amount	\$988.00			
Credit limit	\$3,700.00			
Available credit	\$0.00			
Statement closing date	06/21/2024			
Days in billing cycle	30			

TO AVOID PAYING ACCRUED INTEREST, YOU MUST PAY THE \$3,396.80 BALANCE OF YOUR PROMOTIONAL PLAN 18 MTH DF INT PY RQ IN FULL BY 12/22/24. THIS PAYMENT AMOUNT NEEDS TO BE IN ADDITION TO YOUR MINIMUM PAYMENT DUE. NOTE: IF YOU HAVE AUTOMATIC PAYMENTS, WE'LL SUBTRACT ANY ONE-TIME PAYMENT AMOUNT FROM YOUR NEXT SCHEDULED AUTOMATIC PAYMENT. THAT MEANS WE'LL REDUCE OR CANCEL AN AUTOMATIC PAYMENT, DEPENDING ON THE AMOUNT AND TIMING OF YOUR ONE-TIME PAYMENT.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
06/16/2024	LATE FEE	41.00
	TOTAL FEES FOR THIS PERIOD	\$41.00

Interest charged

Interest Charge

Interest Charge on Purchases	\$7.31
Total Interest For This Period	\$7.31

Total interest charges in 2014

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

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.24% (v)	276.20 (DA)	7.31
18DS-B 22172301.18 MNTH DE INT BY PO	32.24% (v)	4,747.15 (DA)	0.00

NOTICE: See reverse side for important information.

Please tear at perforation above



Account number	*****-5079
New balance	Minimum payment

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

Amount enclosed: Mailed payments must reach us by 5pm ET on 07/16/2024.

Please make check payable to:
COMENITY - SMILE GENERATION FINANCIAL

AIDA LANTAO
3519 MELINDA HILLS DR
DALLAS TX 75212-2307

Please return this portion along with your payment to:
PO Box 650965
Dallas TX 75265-0965

1/23/2026 12:57 PM

Dallas County

Justice of the Peace Pct 5-1

By: Christopher Attocknie

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at: Community Capital Bank, PO Box 182620, Columbus, OH 43218-2620.

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: Community Capital Bank, PO Box 182620, Columbus, OH 43218-2620.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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

NOTICE OF CREDIT REPORT DISPUTES

If you believe information we reported to a consumer reporting agency is inaccurate, notify us at: Community Capital Bank, PO Box 182120, Columbus, OH 43218-2120. Please provide:

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

Send all bankruptcy notices and related correspondence to: Community Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, OH 43218-3043.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.
DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.
 • We may accept payment sent to any other address without losing any of our rights.

HOW TO AVOID PAYING INTEREST: Your due date is at least 20 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

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

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

CUSTOMER SERVICE: Visit COMMUNITY.NET/SMILEGENERATION or call 1-877-267-8879 (TDD/TTY - 1-866-819-1918). Send all inquiries to: CUSTOMER SERVICE, PO Box 183003, Columbus, OH 43218-3003.

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

ADDITIONAL INFORMATION: Abbreviations on your statement mean the following: (V) means variable rate (this rate may vary); WV INT PAY RO means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EO PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RO means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EO PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EO PAY means LOW APR, EQUAL PAYMENT. You may pay off all of your Account balance at any time without penalty.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

PAYMENTS: Payments in U.S. dollars received by the applicable due date and cutoff time will be credited as of the date received. Mailed or overnighted payments must also meet the requirements below. Otherwise, a payment may not be credited for up to five days or may be rejected.

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

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

Pay By Phone (cutoff time 5:00 p.m. ET): Call us toll free at 1-877-267-8879(TDD/TTY - 1-866-819-1918).

Online (cutoff time 5:00 p.m. ET): Visit COMMUNITY.NET/SMILEGENERATION.

New Information

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

PAGE 3 OF 4

Details of your plans

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	264.58	41.00	0.00	312.89	7.31

18DS-R-23173 You must pay your plan balance of \$3,396.80 in full by 12/22/2024 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
\$4,316.80	06/21/2023	12/22/2024	3,396.80	0.00	0.00	3,396.80	1,415.62

Additional important messages

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

IMMEDIATE ATTENTION REQUIRED! Your Account is extremely past due and will be written off as a bad debt SOON. To avoid this, you must pay the Minimum payment amount shown on this statement at least 4 days prior to the end of the month in which this statement closed. You can find the Statement closing date in the Summary of account activity on page 1 of this statement. If you are not able to pay the Minimum payment amount, we may still be able to assist you. Call us immediately at 1-855-617-8089 (TDD/TTY 1-888-819-1918) to discuss your payment options. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

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

FILED
1/23/2026 12:57 PM
Dallas County
Justice of the Peace Pct 5-1
By: Christopher Attocknie

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1/23/2026 12:57 PM

Dallas County

Justice of the Peace Pct 5-1

By: Christopher Attocknie

Keep this portion for your records.

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

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

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, OH 43218-3043.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellaway Drive, Suite 120, Carrollton, TX 75008.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

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- Include your payment stub, use the return envelope provided with your statement, write your account number on the check and send one payment with one payment stub.
- Do not staple or clip your payment to the stub, send any correspondence with your payment or send cash or gift certificates.

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Online (cutoff time 5:00 p.m. ET): Visit [COMENITY.NET/SMILEGENERATION](#).

New Information

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

PAGE 3 OF 4

2023 totals year to date	
Total fees charged in 2023	\$30.00
Total interest charged in 2023	\$0.00

Interest charge calculation

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

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.24% (v)	0.00 (DA)	0.00
18DS=R 2317301 18 MNTH DF INT PY RQ	32.24% (v)	4,305.31 (DA)	0.00

Details of your plans

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCURED INTEREST
N/A	N/A	NONE	30.00	0.00	30.00	0.00	0.00
18DS=R-23173 You must pay your plan balance of \$3,396.80 in full by 12/22/2024 to avoid paying interest charges at the higher purchase APR noted above.							
4,316.80	06/21/2023	12/22/2024	3,866.80	0.00	470.00	3,396.80	590.71

Additional important messages

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

GO PAPERLESS and manage your account online]

With paperless billing, you receive an email reminder prior to your payment due date. Get started today by visiting COMENITY.NET/SMILEGENERATION

STEP 1: Sign in or register your account. STEP 2: Click Paperless account preference on the home page.

Save on Interest Payment: To save on non-promotional purchases interest, you must pay the Save on Interest Payment amount by your billing statement due date.

The Save on Interest Payment amount may or may not be the same as your New Balance amount.

The Save on Interest Payment includes:

- The balance of all non-promotional purchases and cash advances.
- The full remaining balance of deferred interest promotional credit plans expiring in the billing period.
- The required minimum payment amount for any other promotional credit plan or balance transfer.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

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

**Statements at your fingertips
(without the paper cuts)**



Goodbye paper, hello convenience. To enroll in
paperless communications, scan the QR code or
visit comenity.net/smilegeneration/paperless