

11DC2601299

CAUSE NO. _____

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

ELDA FLORES
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 ELDA FLORES, 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:

ELDA FLORES
4319 SCORPIUS
SAN ANTONIO, TX 78245-4269

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 CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about November 27, 2023. 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:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXXX-5834
DATE OF CHARGE-OFF:	October 11, 2023
CHARGE-OFF BALANCE:	\$8,216.32
DATE OF ORIGINATION:	July 25, 2021

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 June 27, 2024, Defendant has refused and failed to remit the remaining principal amount of \$8,216.32. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$8,216.32 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 \$8,216.32;
- 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

Eliel Escobedo Jr

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

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

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

EXHIBIT A

BILL OF SALE AND ASSIGNMENT
March 2022 Brands Fresh 180 Day Flow Lot 2

THIS BILL OF SALE AND ASSIGNMENT dated November 27, 2023, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 ("Bank"), to Midland Credit Management, Inc., a corporation organized under the laws of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated April 30, 2021 between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 9 dated March 11, 2022, between Bank and Buyer (the "Addendum", and together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and included in the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

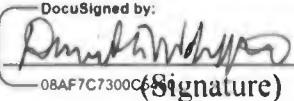
CITIBANK, N.A.

By: 
Brandy Reardon
(Signature)

Name: Brandy Reardon

Title: Authorized Party

MIDLAND CREDIT MANAGEMENT, INC.

By: 
Danielle Wohlfahrt
08AF7C7300C891
(Signature)

Name: Danielle Wohlfahrt

Title: MVP Business Development

Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Encore-Brands-Fresh-Flow-Lot2-1123 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	111323MC1MU4FM	[REDACTED]	[REDACTED]	11/13/2023	[REDACTED]

AFFIDAVIT OF SALE OF ACCOUNT

State of Kentucky
County of Boone

Michelle Bingle, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

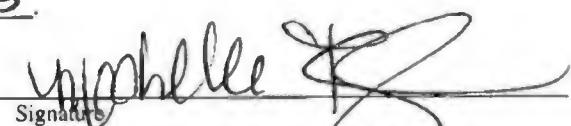
On or about November 27, 2023, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated April 30, 2021, Bill of Sale, and Addendum No. 9 dated March 11, 2022 to Midland Credit Management, Inc.. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on November 28, 2023.

Signature


Michelle Bingle

Name

STATE OF KENTUCKY)

) ss.

COUNTY OF BOONE)

Michelle Bingle

Subscribed and sworn to before me by _____

this 28 day of Nov,

2023


KATHLEEN DAUGHERTY
Notary Public

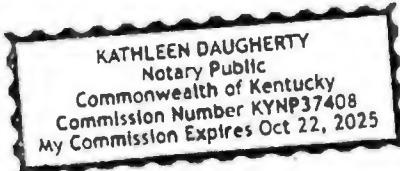
[Seal]

My commission expires: October 22, 2025

Personally known OR
Produced identification _____.

Type of identification produced:

N/A

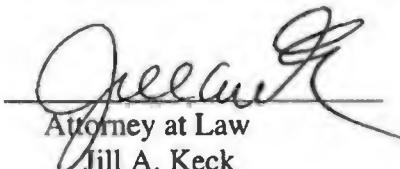


CERTIFICATE OF CONFORMITY

**STATE OF KENTUCKY
COUNTY OF BOONE**

I, Jill A. Keck, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 28th day of November, 2023.



Attorney at Law
Jill A. Keck
Kentucky Bar #92841

Field	Field Data
Account Number	[REDACTED] 5834
First Name	ELDA
Last Name	FLORES
SSN	XXX-XX-6881
Date of Birth	[REDACTED]
Address 1	517 ZEN CIR
City	CORP CHRISTI
State	TX
Zip	78418
Open Date	07/25/2021
Last Purchase Date	04/13/2023
Last Payment Date	04/04/2023
Last Payment Amount	\$500.00
Sale Amount	\$8,216.32
Charge Off Date	10/11/2023
Charge off Balance	\$8,216.32
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	AADVANTAGE PLATINUM

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 11/27/2023 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Encore-Brands-Fresh-Flow-Lot2-1123
111323MC1MU4FM

EXHIBIT B

BILL OF SALE AND ASSIGNMENT
March 2022 Brands Fresh 180 Day Flow Lot 2

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For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated April 30, 2021 between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 9 dated March 11, 2022, between Bank and Buyer (the "Addendum", and together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and included in the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

CITIBANK, N.A.

By:

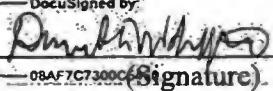

Brandy Reardon
0A0005 (Signature)

Name: Brandy Reardon

Title: Authorized Party

MIDLAND CREDIT MANAGEMENT, INC.

By:


Danielle Wohlfahrt
0BAF7C7300C6 (Signature)

Name: Danielle Wohlfahrt

Title: MVP Business Development

Contract ID: EN8MUMAA043021
Addendum ID: EN8MUMAA031122C9
Document ID: 111323MC1MU4FMA1

Exhibit A to Bill of Sale

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Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	111323MC1MU4FM	[REDACTED]	[REDACTED]	11/13/2023	[REDACTED]

AFFIDAVIT OF SALE OF ACCOUNT

State of Kentucky
County of Boone

Michelle Bingle, being duly sworn, deposes and says:

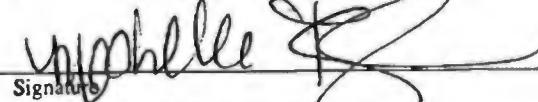
I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about November 27, 2023, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated April 30, 2021, Bill of Sale, and Addendum No. 9 dated March 11, 2022 to Midland Credit Management, Inc.. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on November 28, 2023.


Signature

Michelle Bingle

Name

STATE OF KENTUCKY

)
) ss.
)

COUNTY OF BOONE

Michelle Bingle

Subscribed and sworn to before me by _____

this 28 day of Nov,

20 23


Notary Public

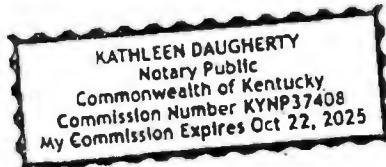
[Seal]

My commission expires: October 22, 2025

Personally known OR
Produced identification _____

Type of identification produced:

N/A

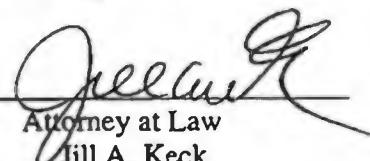


CERTIFICATE OF CONFORMITY

**STATE OF KENTUCKY
COUNTY OF BOONE**

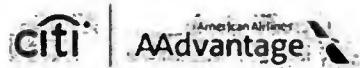
I, Jill A. Keck, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 28th day of November, 2023.



Attorney at Law
Jill A. Keck
Kentucky Bar #92841

CITI®/AADVANTAGE® PLATINUM SELECT® CARD



ELDA FLORES

Member Since 2021 Account number ending in: 5834

Billing Period: 09/13/23-10/11/23

Billing Inquiries and Customer Service
BOX 6500 SIOUX FALLS, SD 57117
1-800-925-8871, (TTY: 711)
www.citicards.com

OCTOBER STATEMENT

Minimum payment due:	\$8,216.32
New balance as of 10/11/23:	\$8,216.32
Payment due date:	10/11/23

See the back of this statement for important information about how to avoid paying interest on purchases.

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 and your APRs may be increased up to the Penalty APR of 29.99%.

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	1 month(s)	\$8,216

For information about credit counseling services, call 1-877-337-8188.

Account Summary

Previous balance	\$8,022.95
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$193.37
New balance	\$8,216.32

Credit Limit

Revolving Credit limit	\$7,000
Includes \$1,500 cash advance limit	

For Payments, send check to: CITI CARDS, PO BOX 78081, PHOENIX AZ, 85062-8081

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due	\$8,216.32
New balance	\$8,216.32
Payment due date	10/11/23

Amount enclosed:

Account number ending in 5834
Please make check payable to CITI CARDS.

000000 WE 3210

ELDA FLORES
517 ZEN CIR
CORP CHRISTI TX 78418-1337

CITI CARDS
PO BOX 78081
PHOENIX AZ 85062-8081

15009 0821632 0821632 0050000 0 [REDACTED] 5834 0811

ELDA FLORES

Account Summary

Trans. date	Post date	Description	Amount
-------------	-----------	-------------	--------

Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Date	Description	Amount
10/11	INTEREST CHARGED TO STANDARD PURCH	\$3.04
10/11	INTEREST CHARGED TO PUR PR-03/31/23.	\$186.61
10/11	INTEREST CHARGED TO PUR PR-07/03/23.	\$3.72
Total interest charged in this billing period		\$193.37

2023 totals year-to-date

Total fees charged in 2023	\$369.00
Total interest charged in 2023	\$1,816.48

Interest charge calculation

Days in billing cycle: 29

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.99% (V)	\$127.73 (D)	\$3.04
Pur Pr 033123	29.99% (V)	\$7,831.86 (D)	\$186.61
Pur Pr 070323	29.99% (V)	\$156.33 (D)	\$3.72
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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CITI®/AADVANTAGE® PLATINUM SELECT® CARD



ELDA FLORES

Member Since 2021 Account number ending in: 5834

Billing Period: 03/11/23-04/12/23

APRIL STATEMENT

Minimum payment due:	\$360.08
New balance as of 04/12/23:	\$6,868.95
Payment due date:	05/08/23

See the back of this statement for important information about how to avoid paying interest on purchases.

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 and your APRs may be increased up to the Penalty APR of 29.99%.

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	20 year(s)	\$21,461

For information about credit counseling services, call 1-877-337-8188.

Billing Inquiries and Customer Service
BOX 6500 SIOUX FALLS, SD 57117
1-888-766-CITI(2484), (TTY: 711)
www.citicards.com

Your account is past due \$59.33. Please pay at least the minimum payment due, which includes a past due amount.

Account Summary

Previous balance	\$7,137.20
Payments	-\$500.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$41.00
Interest	+\$190.75
New balance	\$6,868.95

Credit Limit

Revolving Credit limit	\$7,000
Includes \$1,500 cash advance limit	
Available Revolving credit	\$131
Includes \$131 available for cash advances	

AMERICAN AIRLINES
AADVANTAGE® MILES



AAdvantage® Miles
Earned this period:

0

» See page 3 for more information about your rewards

For Payments, send check to: CITI CARDS, PO BOX 78081, PHOENIX AZ, 85062-8081

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due \$360.08

New balance \$6,868.95

Payment due date 05/08/23

Amount enclosed:

Account number ending in 5834
Please make check payable to CITI CARDS.

000000 WE 00 A 0

ELDA FLORES
12161 SUN BRIDGE PL
EL PASO TX 79928-8205

CITI CARDS
PO BOX 78081
PHOENIX AZ 85062-8081

15009 0036008 0686895 0050000 0 5834 0819

ELDA FLORES

Account Summary

Trans.	Post date	Description	Amount
Payments, Credits and Adjustments			
04/04		PAYMENT THANK YOU	\$500.00

Fees charged

Date	Description	Amount
04/12	LATE FEE - MAR PAYMENT PAST DUE	\$41.00
Total fees charged in this billing period		\$41.00

Interest charged

Date	Description	Amount
04/12	INTEREST CHARGED TO PUR PR-03/31/23.	\$190.75
Total interest charged in this billing period		\$190.75

2023 totals year-to-date

Total fees charged in 2023	\$164.00
Total interest charged in 2023	\$690.34

Interest charge calculation

Days in billing cycle: 33

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.74% (V)	\$0.00 (D)	\$0.00
Pur Pr 033123	29.74% (V)	\$7,094.23 (D)	\$190.75
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Your account is past due \$59.33. Please pay at least the Minimum Payment Due, which includes a past due amount. If you have already sent us this payment, thank you.

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AADVANTAGE®
MILES EARNED
THIS PERIOD:



0

» Visit aa.com/aadvantage to
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11DC2601299

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF RAEJEANNA RIVERA

ELDA FLORES,

Defendant(s).

-
- RaeJeanna Rivera, 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 CITIBANK, N.A./AADVANTAGE PLATINUM account XXXXXXXXXXXX5834 (MCM Number 324793177) (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 RAEJEANNA RIVERA - 1



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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 2023-10-11 with a balance of \$8,216.32. On or about 2023-11-27, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$8,216.32. As of 2025-12-11, MCM's records show that the balance of \$8,216.32 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$8,216.32 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CITIBANK, N.A.

2023-11-27

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.

Left Blank Intentionally

AFFIDAVIT OF RAEJEANNA RIVERA - 2



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

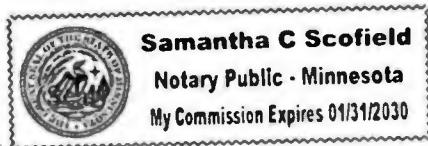
JAN 05 2026
Date

RaeJeanna Rivera

STATE OF MINNESOTA
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on
by RaeJeanna Rivera.

JAN 05 2026



SS
Notary Public

CA137

AFFIDAVIT OF RAEJEANNA RIVERA - 3



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24-143851

11DC2601299

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT
Plaintiff, §
§
vs. § PRECINCT 1 PLACE 1
§
ELDA FLORES §
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-6881
Birth Date: Oct-XX-1975
Last Name: FLORES
First Name: ELDA
Middle Name:
Status As Of: Jan-13-2026
Certificate ID: 6KNBFGJC5P6TBMH

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 whether 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 Start 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.