

11DC2601219

CAUSE NO. _____

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

MARINA S ROCHA
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 MARINA S ROCHA, 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:

MARINA S ROCHA
2640 BANDITOS RDG
SAN ANTONIO, TX 78245-3923

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 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: | CITIBANK, N.A. |
| ACCOUNT NO.: | XXXXXXXXXXXXXX-1533 |
| DATE OF CHARGE-OFF: | October 25, 2024 |
| CHARGE-OFF BALANCE: | \$1,660.64 |
| DATE OF ORIGINATION: | September 04, 2012 |

Account Stated

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

10. Demand for payment has been made by Plaintiff, and as of December 04, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,660.64. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$1,660.64 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 \$1,660.64;
- 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

November 2024 THD Fresh Flow

THIS BILL OF SALE AND ASSIGNMENT dated December 26, 2024, 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 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State 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 December 6, 2023 between Buyer and the Bank (the “**Master Purchase Agreement**”), and that certain Addendum No. 13 dated November 21, 2024 between Bank and Buyer (the “**Addendum**,” 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 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.

DocuSigned by:

By: Greg Rorben
0A0005144F0B4AF..
(Signature)

Name: Brandy Reardon

Title: **Authorized Party**

Midland Credit Management, Inc.

Signed by:

Danielle Wright
08AF7C7300C5460...
(Signature)

Name: Danielle wolfahrt

Title: MVP, BD & Strategic Partnerships

Contract ID: MC8MUMAA120623
Addendum ID: MC8MUMAA112124C13
Document ID: 121224MC1TH1FMA1

Exhibit A

The individual Accounts transferred are described in the final electronic file named Midland-THD-Fresh-Flow-1224 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 |
|----------------|----------------|---------------|--------------|--------------|---------------------------|
| THD Fresh Flow | 121224MC1TH1FM | [REDACTED] | [REDACTED] | 12/12/2024 | [REDACTED] |

AFFIDAVIT OF SALE OF ACCOUNTS

State of Missouri
County of Platte

Jesse Steiner, 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. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

On or about December 26, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 13 dated November 21, 2024 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.

Executed on Jan 8, 2025.



(Signature)

Jesse Steiner

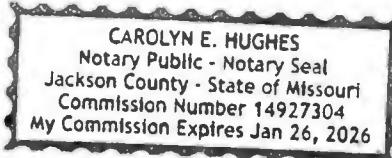
Printed Name

State of Missouri)
)ss
County of Platte)

On this 8 day of JAN, 2025, before me, the undersigned notary, personally appeared Jesse Steiner, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]



| Field | Field Data |
|--------------------------------------|-------------------|
| Account Number | [REDACTED] 1533 |
| First Name | MARINA |
| Middle Name | S |
| Last Name | ROCHA |
| SSN | XXX-XX-1907 |
| Date of Birth | [REDACTED] |
| Address 1 | 2640 BANDITOS RDG |
| City | SAN ANTONIO |
| State | TX |
| Zip | 78245 |
| Open Date | 09/04/2012 |
| Last Purchase Date | 11/24/2022 |
| Last Purchase Amount | \$115.82 |
| Last Payment Date | 03/18/2024 |
| Last Payment Amount | \$800.00 |
| Sale Amount | \$1,660.64 |
| Charge Off Date | 10/25/2024 |
| Charge off Balance | \$1,660.64 |
| 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 | THE HOME DEPOT |

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

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

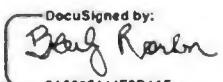
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Citibank, N.A.

By: 

0A0005144F0B4AF
(Signature)
Name: Brandy Reardon

Midland Credit Management, Inc.

By: 

08AF7C7300C5460
(Signature)
Name: Danielle Wohlfahrt

Title: Authorized Party

Title: MVP, BD & Strategic Partnerships

Contract ID: MC8MUMAA120623
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Jesse Steiner, 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. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

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Executed on Jan 8, 2025



(Signature)

Jesse Steiner

Printed Name

State of Missouri)
)
County of Platte)
)

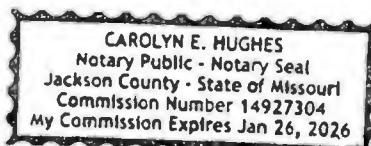
On this 8 day of Jan, 2025, before me, the undersigned notary, personally appeared Jesse Steiner, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]

Midland 120623

1





The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard



Account Inquiries:
1-866-458-7683 (TTY: 711)



Text to Pay: 71469

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 700328, St. Louis, MO 63179

Account number ending in 1533

Summary of Account Activity

| | |
|-----------------------------|------------|
| Previous Balance | \$1,583.93 |
| Payments | -\$0.00 |
| Other Credits | -\$0.00 |
| Purchases/Other Debits | +\$0.00 |
| Fees Charged | +\$40.00 |
| Interest Charged | +\$36.71 |
| New Balance | \$1,660.64 |
| Past Due Amount | \$561.00 |
| Credit Limit | \$0.00 |
| Available Credit | \$0.00 |
| Amount Over Credit Limit | \$160.64 |
| Statement Closing Date | 10/24/2024 |
| Next Statement Closing Date | 11/22/2024 |
| Days in Billing Cycle | 31 |

Your Minimum Payment Due is \$655.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,660.64 by 11/20/24. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

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

TRANSACTIONS

| Trans Date | Description | Reference # | Amount |
|-------------|----------------------------|-------------|----------|
| FEES | | | |
| 10/20 | LATE FEE | | \$ 40.00 |
| | TOTAL FEES FOR THIS PERIOD | | \$ 40.00 |

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

♦ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ♦



P.O. Box 700393
St. Louis, MO 63179

Account number ending in 1533



| | |
|------------------------------|-------------------|
| Payment Due Date | November 20, 2024 |
| New Balance | \$1,660.64 |
| Past Due Amount [†] | \$561.00 |
| Minimum Payment Due | \$655.00 |

Amount Enclosed: \$

[†]Past Due Amount is included in the Minimum Payment Due.
Please see reverse side to change your address.
Make Checks Payable to ▼

Statement Enclosed

MARINA S ROCHA
2640 BANDITOS RDG
SAN ANTONIO, TX 78245-3923

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

03009 0065500 0166064 0080000 1533 1517

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on Page 1 of your statement.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the Minimum Payment Due.

When Your Payment Will Be Credited. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services.
- No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

Payment Other Than By Mail.

Online/AutoPay. Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment Account you choose.

In-Store Payments. For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.

Text to Pay (If Available). Text "pay" to the Text to Pay number on Page 1 of your statement. To pay via text you must use the cell phone or mobile device number and payment accounts associated with your Account. Text to Pay is not available for debit card payments. Message and data rates may apply.

Phone. Call the Account Inquiries number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. For AutoPay, you also authorize us to automatically debit your specified bank account every

month, in the amount and on the same date each month that you indicate on the phone, until you withdraw your authorization. You may cancel a one-time phone payment or withdraw your authorization for automatic debits by calling us at the Account Inquiries number on Page 1 of your statement within the timeframe disclosed to you on the phone.

Express Mail. Send payment by express mail or courier to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.

Crediting Payments other than by Mail. The payment cutoff time for Online bill payments, Text to Pay payments, Phone payments, Express Mail, and courier payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. **Account information:** Your name and account number.
2. **Dollar amount:** The dollar amount of the suspected error.
3. **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 are 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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 29.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD NOV23

/A/- HD - 9196-0400-0002 /B/- 00 - 000 - 29A - N - /C/- E - 0 - X - 62 /D/- P - E - Y - 0 - N - /E/- 7 - . . . - N - - 0 - 0 - 0 /F/- 01/24/24 - 09/01/12 - 145 - September 23, 2024
/G/- N - - . . . /H/- 0 - - HDFO /I/- . - 0 - 0 - . . . /J/- . - E40GM - - 0621

Page 2 of 4

Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the Customer Service section on the front of your statement, or
- Call the Account Inquiries phone number located in the Customer Service section on the front of your statement

Account number ending in 1533

TRANSACTIONS (cont.)

| Trans Date | Description | Reference # | Amount |
|-------------------------|--------------------------------|-------------|----------|
| INTEREST CHARGED | | | |
| 10/24 | INTEREST CHARGE ON PURCHASES | | \$ 36.71 |
| | TOTAL INTEREST FOR THIS PERIOD | | \$ 36.71 |

| 2024 Totals Year-to-Date | |
|--------------------------------|----------|
| Total Fees Charged in 2024 | \$360.00 |
| Total Interest Charged in 2024 | \$340.14 |

ACTIVITY AND PROMOTIONS DETAIL

| Original Promotion Trans Amount | Promotion Trans Date | Previous Balance | Payments & Other Credits | Purchases, Fees & Other Debits | Interest Charged | New Balance | Promotion Minimum Payment Due | Deferred Interest Charges | Promotion Expiration Date |
|---------------------------------|----------------------|-------------------|--------------------------|--------------------------------|------------------|-------------------|-------------------------------|---------------------------|---------------------------|
| PURCHASES | | | | | | | | | |
| Revolving Balance | | \$1,583.93 | | \$40.00 | \$36.71 | \$1,660.64 | | | |
| TOTAL | | \$1,583.93 | \$0.00 | \$40.00 | \$36.71 | \$1,660.64 | \$0.00 | \$0.00 | |

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 | | | |
| Revolving Balance | 26.99% (M) | \$1,601.62 | \$36.71 |

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The Home Depot
Consumer Credit Card



Customer Service:
homedepo.com/mycard



Account Inquiries:
1-800-677-0232 (TTY: 711)

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179

Account number ending in 1533

Summary of Account Activity

| | |
|-----------------------------|------------|
| Previous Balance | \$1,921.19 |
| Payments | -\$800.00 |
| Other Credits | -\$0.00 |
| Purchases/Other Debits | +\$0.00 |
| Fees Charged | +\$0.00 |
| Interest Charged | +\$40.37 |
| New Balance | \$1,161.56 |
| Past Due Amount | \$0.00 |
| Credit Limit | \$0.00 |
| Available Credit | \$0.00 |
| Amount Over Credit Limit | \$0.00 |
| Statement Closing Date | 03/24/2024 |
| Next Statement Closing Date | 04/23/2024 |
| Days in Billing Cycle | 31 |

Your Minimum Payment Due is \$52.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,161.56 by 04/20/24. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Payment Information

| | |
|---------------------|----------------|
| New Balance | \$1,161.56 |
| Minimum Payment Due | \$52.00 |
| Payment Due Date | April 20, 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 up to \$40.

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 only the minimum payment | 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 | 6 years | \$2,340 |
| \$47 | 3 years | \$1,707 (Savings=\$633) |

If you would like information about credit counseling services, call 1-877-337-818 (TTY: 711).

TRANSACTIONS

| Trans Date | Description | Reference # | Amount |
|-------------|----------------------------|-------------------|-----------|
| 03/18 | PAYMENT - THANK YOU | P919600EZ010K4PNE | \$ 800.00 |
| FEES | | | |
| | TOTAL FEES FOR THIS PERIOD | | \$ 0.00 |

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

HD 15

♦ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ♦



P.O. Box 790393
St. Louis, MO 63179

Account number ending in 1533



| | |
|---------------------|----------------|
| Payment Due Date | April 20, 2024 |
| New Balance | \$1,161.56 |
| Past Due Amount | \$0.00 |
| Minimum Payment Due | \$52.00 |

Amount Enclosed:

Please see reverse side to change your address.
Make Checks Payable to ▼

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

MARINA S ROCHA
2640 BANDITOS RDG
SAN ANTONIO, TX 78245-3923

03009 0005200 0116156 0080000 0 1533 1511

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on Page 1 of your statement.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the Minimum Payment Due.

When Your Payment Will Be Credited. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services.
No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

Payment Other Than By Mail.

- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment Account you choose.
- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Text to Pay (If Available).** Text "pay" to the Text to Pay number on Page 1 of your statement. To pay via text you must use the cell phone or mobile device number and payment accounts associated with your Account. Text to Pay is not available for debit card payments. Message and data rates may apply.
- **Phone.** Call the Account Inquiries number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. For AutoPay, you also authorize us to automatically debit your specified bank account every

month, in the amount and on the same date each month that you indicate on the phone, until you withdraw your authorization. You may cancel a one-time phone payment or withdraw your authorization for automatic debits by calling us at the Account Inquiries number on Page 1 of your statement within the timeframe disclosed to you on the phone.

• **Express Mail.** Send payment by express mail or courier to Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.

• **Credit Payments other than by Mail.** The payment cutoff time for Online bill payments, Text to Pay payments, Phone payments, Express Mail, and courier payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. **Account information:** Your name and account number.
2. **Dollar amount:** The dollar amount of the suspected error.
3. **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 are 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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 29.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD NOV23

/AV- HD - 9196-0400-0002 /BV- 00 - 000 - 29A - N - /C/E - 0 - - 62 /DV- P - E - Y - 0 - Y /EJ- 0 - - - N - - 0 - 0 - /F/ - 01/24/24 - 06/01/12 - 138 - February 22, 2024
/VG- N - - /AV- 0 - - HOFQ /V- - - 0 - 0 - - /J/ - - - E403M - - 0621

Page 2 of 4

Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the Customer Service section on the front of your statement, or
- Call the Account Inquiries phone number located in the Customer Service section on the front of your statement

Account number ending in 1533

TRANSACTIONS (cont.)

| Trans Date | Description | Reference # | Amount |
|-------------------------|--------------------------------|-------------|----------|
| INTEREST CHARGED | | | |
| 03/24 | INTEREST CHARGE ON PURCHASES | | \$ 40.37 |
| | TOTAL INTEREST FOR THIS PERIOD | | \$ 40.37 |

| 2024 Totals Year-to-Date | |
|--------------------------------|----------|
| Total Fees Charged in 2024 | \$80.00 |
| Total Interest Charged in 2024 | \$121.06 |

ACTIVITY AND PROMOTIONS DETAIL

| Original Promotion Trans Amount | Promotion Trans Date | Previous Balance | Payments & Other Credits | Purchases, Fees & Other Debits | Interest Charged | New Balance | Promotion Minimum Payment Due | Deferred Interest Charges | Promotion Expiration Date |
|---------------------------------|----------------------|-------------------|--------------------------|--------------------------------|------------------|-------------------|-------------------------------|---------------------------|---------------------------|
| PURCHASES | | | | | | | | | |
| - | - | \$1,921.19 | \$800.00- | - | \$40.37 | \$1,161.56 | - | - | - |
| TOTAL | | \$1,921.19 | \$800.00- | \$0.00 | \$40.37 | \$1,161.56 | \$0.00 | \$0.00 | |

INTEREST CHARGE CALCULATION

| | | |
|-------------------|----------------------------------|--|
| Type of Balance | Annual Percentage Rate (APR) | Your Annual Percentage Rate (APR) is the annual interest rate on your account. |
| PURCHASES | Balance Subject to Interest Rate | Interest Charge |
| Revolving Balance | 26.99% (M) | \$1,761.59 |
| | | \$40.37 |

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11DC2601219

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF LORI JONES

MARINA S ROCHA,

Defendant(s).

Lori Jones, 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./THE HOME DEPOT account XXXXXXXXXXXX1533 (MCM Number 330656719) (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 LORI JONES - 1



330656719



AFFRECATTACH



25-419146

of the subsequent collection and/or servicing activities recorded, and a business duty to report, to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. The accuracy of such records is relied upon by Plaintiff in collecting this Account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the Account at issue in this case as required by law and/or suffer business loss.

5. MCM's records show that the Account was charged off on 2024-10-25 with a balance of \$1,660.64. On or about 2024-12-26, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,660.64. As of 2025-12-05, MCM's records show that the balance of \$1,660.64 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,660.64 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. 2024-12-26

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 LORI JONES - 2



330656719



AFFRECATTACH



25-419146

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

JAN 06 2026

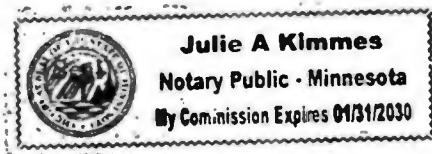
Date

Lori Jones

STATE OF MINNESOTA
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on _____
by Lori Jones.

JAN 06 2026



Julie A Kimmes
Notary Public

CA137

AFFIDAVIT OF LORI JONES - 3



330656719



AFFRECATTACH



25-419146

11DC2601219

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT
Plaintiff, §
§
vs. § PRECINCT 1 PLACE 1
§
MARINA S ROCHA §
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-1907
Birth Date: Sep-XX-1984
Last Name: ROCHA
First Name: MARINA
Middle Name: S
Status As Of: Jan-12-2026
Certificate ID: XZSQVPXBGWJ8F95

| 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 where 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 has 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.