

CAUSE NO. \_\_\_\_\_

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

TIFFANY D BIEWER  
Defendant

IN THE JUSTICE COURT  
PRECINCT 1  
GREGG COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of TIFFANY D BIEWER, 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:

TIFFANY D BIEWER  
600 BAYLOR DR APT 163  
LONGVIEW, TX 75601-4516

**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 WEBBANK. Plaintiff purchased Defendant's debt on or about May 25, 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:	WEBBANK
ACCOUNT NO.:	XXXXXXXXXXXXX-0847
DATE OF CHARGE-OFF:	May 09, 2023
CHARGE-OFF BALANCE:	\$2,963.63
DATE OF ORIGINATION:	June 24, 2018

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 January 15, 2025, Defendant has refused and failed to remit the remaining principal amount of \$2,963.63. No interest (0%) is accruing on the account.

**Damages**

11. Plaintiff seeks liquidated damages in the amount of \$2,963.63 along with post judgment interest at the statutory rate provided by applicable law.

**Conditions Precedent**

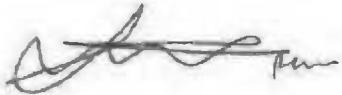
12. All conditions precedent have been performed, have occurred, or should be excused.

**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 \$2,963.63;
- 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.



Sunny Park

---

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

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

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

# **EXHIBIT A**

FHT BB ALLIUM RECEIVABLES FORWARD FLOW - MIDLAND

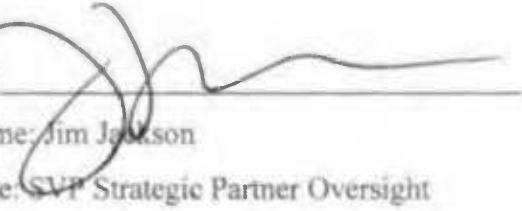
BILL OF SALE OF ORIGINAL CREDITOR OR ACQUIRER (WEBBANK)

FOR VALUE RECEIVED, and subject to the terms and conditions of that certain Program Agreement between WebBank ("Bank") and BLST Sales, Marketing & Servicing, LLC, dated December 21, 2021, Bank does hereby transfer, assign and convey to BLST Sales, Marketing & Servicing, LLC, as of the date hereof all right, title and interest of Bank in and to those certain Charged-Off Accounts described in Schedule 1 attached hereto and made a part hereof for all purposes. Terms used herein shall have the meanings set forth in the Account Purchase Agreement.

This BILL OF SALE is executed without recourse and without representation of any warranty of collectability or otherwise, expressed or implied.

Dated this 25 day of March, 2023,

WEBBANK

By: 

Name: Jim Jackson

Title: SVP Strategic Partner Oversight

**SCHEDULE 1 TO BILL OF SALE OF ORIGINAL CREDITOR  
ACCOUNTS SCHEDULE**

The individual Purchased Accounts transferred are described in the final electronic files named ENCR\_FHT\_BBAllium\_052023 and ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023 delivered by WebBank to BLST Sales, Marketing & Servicing, LLC, on or about May 25th, 2023 the same deemed attached hereto by this reference.

FHT BB ALLIUM RECEIVABLES FORWARD FLOW - MIDLAND

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR OR ACQUIRER (WEBBANK)

STATE OF UTAH  
COUNTY OF SALT LAKE

Jim Jackson, being duly sworn, deposes and says:

1. I am over 18 and not a party, nor employed by a party, to the sale of certain accounts by BLST Sales, Marketing, & Servicing, LLC to Midland Credit Management Inc. I am Controller of WebBank. In that capacity, I am aware of the process of the sale and assignment of electronically stored business records.
2. WebBank owned certain accounts and instructed its servicer, BLST Sales, Marketing, & Servicing, LLC, to maintain and record certain information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of WebBank. The statements set forth herein are true and correct based on my personal knowledge, my review of the business records of WebBank, or representations made by BLST Sales, Marketing, & Servicing, LLC.
3. My duties include having knowledge of, and access through WebBank's servicer, BLST Sales, Marketing, & Servicing, LLC, to certain business records relating to the Accounts (as defined below). These records are kept by WebBank's servicer, BLST Sales, Marketing, & Servicing, LLC, on behalf of WebBank in the regular course of business.
4. On or about May 25th, 2023, WebBank ("Transferor") transferred (or caused to be transferred) or otherwise conveyed certain charged-off accounts (the "Accounts") to BLST Sales, Marketing, & Servicing, LLC ("Transferee"). Pursuant to the related bill of sale for such Accounts, Transferor transferred, assigned, and conveyed to Transferee and its successors and permitted assigns, all right, title and interest the Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Transferee and its affiliates.
5. BLST Sales, Marketing, & Servicing, LLC was the servicer of the Accounts from the origination of the Accounts through May 25th, 2023. In its role as servicer of the Accounts, during the period WebBank owned the Accounts, BLST Sales, Marketing, & Servicing, LLC kept and maintained business records on behalf of WebBank in the regular course of business, and it was in the regular course of business of BLST Sales, Marketing, & Servicing, LLC for an employee or representative with personal knowledge of the act, event condition or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence.
6. The above statements are true to the best of my knowledge.

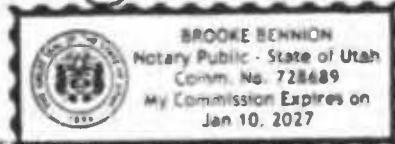
FURTHER AFFIANT SAYETH NOT.

Signed this 25 day of MAY, 20 23.

Jim Jackson  
WebBank

Subscribed and sworn to before me this 25 day of MAY, 20 23, by Jim Jackson, an employee of WebBank.

Brooke Bennion  
Notary Public



CERTIFICATE OF CONFORMITY

STATE OF UTAH  
CITY OF SALT LAKE

I am a member of the Utah State Bar and licensed to practice law in the State of Utah. The form of the foregoing sworn statement and the form of the notary certificate each complies with the laws of the State of Utah, which is the state in which the statement is given, and if properly sworn and executed qualifies as a valid and effective affidavit in the State of Utah.

5/25/2023  
Date

Jim Reed Attorney at law in the State of Utah  
SOOSH HOLMSEN

## ASSIGNMENT AND BILL OF SALE

BLST Sales, Marketing & Servicing, LLC ("Bluestem"), for itself and as agent for BB Allium Borrowing Trust ("BB ALLIUM") (collectively, "Seller") has entered into a Purchase Agreement ("Agreement") dated July 22, 2022 for the sale of accounts and associated receivables, described in Schedule 1 hereto ("Purchased Accounts"), to Midland Credit Management, Inc. ("Buyer") upon the terms and conditions set forth in that Agreement.

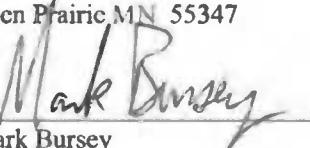
This ASSIGNMENT AND BILL OF SALE, effective as of May 25th, 2023 is for the Purchased Accounts, as further described in Schedule 1 which is hereby included by reference, delivered by Seller to Buyer on May 25th, 2023.

NOW, THEREFORE, for good and valuable consideration, Bluestem hereby sells, assigns and transfers to Buyer all rights, title and interest in each and every one of the Purchased Accounts described in the Agreement. BB Allium hereby sells, assigns and transfers to Buyer all rights, title and interest in the Receivables in each and every one of the Purchased Accounts described in the Agreement.

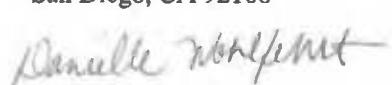
This ASSIGNMENT AND BILL OF SALE is executed without recourse or warranties except as stated and provided for herein and within the Agreement. All of the information contained in Seller's Accounts information (a) constitutes Seller's own business records regarding the Purchased Accounts and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Accounts information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records or (ii) who caused the data to be entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 25th day of May, 2023.

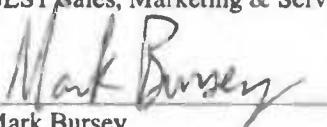
Seller: BLST Sales, Marketing & Servicing, LLC  
13300 Pioneer Trail  
Eden Prairie MN 55347

By:   
Mark Bursey  
VP, Collections and Credit Ops

Buyer: Midland Credit Management, Inc.  
350 Camino De La Reina, Suite 100  
San Diego, CA 92108

By:   
Danielle Wohlfahrt  
MVP, Business Development

BB Allium Borrowing Trust  
By: BLST Sales, Marketing & Servicing, LLC, as agent

By:   
Name: Mark Bursey  
VP, Collections and Credit Ops

**SCHEDULE 1 TO ASSIGNMENT AND BILL OF SALE  
ACCOUNTS SCHEDULE**

The individual Purchased Accounts transferred are described in the final electronic files named ENCR\_FHT\_BBAllium\_052023, ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023, FHT\_BBALLIUM\_FHT\_ENCR\_ChainofAccounts\_20230525, FHT\_BBALLIUM\_FHT\_ENCR\_COBalance\_20230525, and FHT\_BBALLIUM\_FHT\_ENCR\_PostCOtransactions\_20230525 delivered by the Seller to Buyer on or about May 25th, 2023 the same deemed attached hereto by this reference.

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

**State of Minnesota**

**County of Hennepin**

Mark Bursey being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the VP, Collections and Credit Ops of BLST Sales, Marketing & Servicing, LLC ("BLST"). In that capacity, I am a custodian of certain books and records of BLST and am aware of the process of the sale and assignment of electronically stored business records.

BLST owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of BLST. BLST is the agent of BB Allium Borrowing Trust ("BB ALLIUM") (collectively with BLST, the "Debt Seller"). BB ALLIUM owns certain receivables associated with the accounts, and BLST maintains and records information in the records as they relate to such receivables. I am authorized to make the statements and representations set forth in this affidavit on behalf of BB ALLIUM. The statements set forth herein are true and correct to the best of my knowledge, information, and belief based on either personal knowledge or review of the business records of the BLST.

As a custodian of records for BLST my duties include having knowledge of, and access to, business records relating to the Accounts and Receivables (as defined below). These records are kept by BLST in the regular course of business, and it was in the regular course of business of BLST for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

On May 25th, 2023 BLST sold a pool of charged-off accounts (the "Accounts") by a Purchase and Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer"). WebBank had previously sold, assigned and conveyed the Accounts to BLST pursuant to a Bill of Sale and Assignment, as attached hereto and incorporated herein by reference.

**Original Creditor**

The original creditor was CIT Bank for accounts originated between September 29, 2003 and June 16, 2010. (CIT previously sold, assigned and conveyed the Accounts originated prior to June 17, 2010, to MetaBank pursuant to an Account Transfer Agreement dated June 5, 2010) ("CIT Agreement").

MetaBank for accounts originated between June 17, 2010 and June 30, 2012 or WebBank for accounts originated between July 1, 2012 and the present. (MetaBank previously sold, assigned and conveyed to WebBank the Accounts originated prior to July 1, 2012, pursuant to an Account Transfer Agreement dated June 28, 2012) ("MetaBank Agreement").

WebBank is the original creditor for all Accounts that were originated after July 1, 2012.

**Sale and Transfer of Receivables**

WebBank had previously sold, assigned and conveyed the "Receivables" to BLST pursuant to a Program Agreement between the parties.

Santander Consumer USA Inc. purchased the Receivables from BLST and thereafter conveyed the Receivables to BB Allium LLC, which subsequently assigned the Receivables to its wholly owned affiliate BB Allium Borrowing Trust (previously BB Allium Borrowing LLC).

On May 25th, 2023, BLST, as agent for BB Allium sold the Receivables by a Purchase Agreement and related Bill of Sale to Buyer. (BLST has all rights and authority to sell, assign and convey said Receivables to Buyer as agent for BB Allium.)

**Sale and Transfer of Accounts**

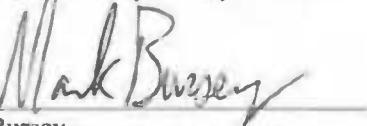
BLST is the sole and absolute owner of, and has good and marketable title to, each of the Accounts, which includes the right to enforce, file suit, collect, settle or take any similar action.

Pursuant to the sale, Debt Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and, on behalf of BB ALLIUM the associated Receivables and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts or the associated Receivables.

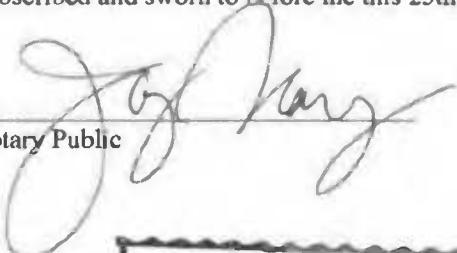
In connection with the sale of the Accounts and the Receivables, electronic and other records were transferred to or otherwise made available to the Buyer ("Transferred Records"). The Transferred Records are kept by BLST in the regular course of business, and it was in the regular course of business of BLST an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of BLST as a business record and the accuracy of such records are relied upon by BLST in the regular course of business.

The above statements are true to the best of my knowledge,

Signed this 25th day of May, 2023.

  
Mark Bursey  
VP, Collections and Credit Ops  
BLST Sales, Marketing & Servicing, LLC

Subscribed and sworn to before me this 25th day of May, 2023 by Mark Bursey, VP, Collections and Credit Ops

  
Notary Public

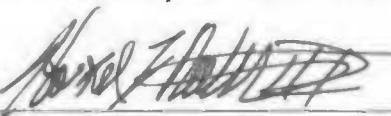


**CERTIFICATE OF CONFORMITY**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of Minnesota and is a resident of Hennepin County, in the State of Minnesota; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Minnesota; that the foregoing acknowledgment by Mark Bursey named in the foregoing instrument taken before a notary in the State of Minnesota was taken in the manner prescribed by such laws of the State of Minnesota, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

05/25/2023  
Date

  
Harold T. Mitchell III  
Attorney at law licensed in the State of Minnesota

## ASSIGNMENT AND BILL OF SALE

BLST Sales, Marketing & Servicing, LLC ("Bluestem"), for itself and as agent for BB Allium Borrowing Trust ("BB ALLIUM") (collectively, "Seller") has entered into a Purchase Agreement ("Agreement") dated July 22, 2022 for the sale of accounts and associated receivables, described in Schedule 1 hereto ("Purchased Accounts"), to Midland Credit Management, Inc. ("Buyer") upon the terms and conditions set forth in that Agreement.

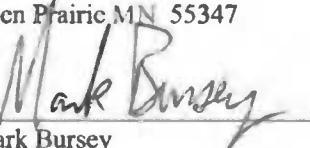
This ASSIGNMENT AND BILL OF SALE, effective as of May 25th, 2023 is for the Purchased Accounts, as further described in Schedule 1 which is hereby included by reference, delivered by Seller to Buyer on May 25th, 2023.

NOW, THEREFORE, for good and valuable consideration, Bluestem hereby sells, assigns and transfers to Buyer all rights, title and interest in each and every one of the Purchased Accounts described in the Agreement. BB Allium hereby sells, assigns and transfers to Buyer all rights, title and interest in the Receivables in each and every one of the Purchased Accounts described in the Agreement.

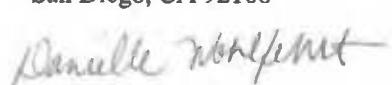
This ASSIGNMENT AND BILL OF SALE is executed without recourse or warranties except as stated and provided for herein and within the Agreement. All of the information contained in Seller's Accounts information (a) constitutes Seller's own business records regarding the Purchased Accounts and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Accounts information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records or (ii) who caused the data to be entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 25th day of May, 2023.

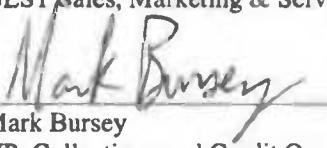
Seller: BLST Sales, Marketing & Servicing, LLC  
13300 Pioneer Trail  
Eden Prairie MN 55347

By:   
Mark Bursey  
VP, Collections and Credit Ops

Buyer: Midland Credit Management, Inc.  
350 Camino De La Reina, Suite 100  
San Diego, CA 92108

By:   
Danielle Wohlfahrt  
MVP, Business Development

BB Allium Borrowing Trust  
By: BLST Sales, Marketing & Servicing, LLC, as agent

By:   
Name: Mark Bursey  
VP, Collections and Credit Ops

**SCHEDULE 1 TO ASSIGNMENT AND BILL OF SALE  
ACCOUNTS SCHEDULE**

The individual Purchased Accounts transferred are described in the final electronic files named ENCR\_FHT\_BBAllium\_052023, ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023, FHT\_BBALLIUM\_FHT\_ENCR\_ChainofAccounts\_20230525, FHT\_BBALLIUM\_FHT\_ENCR\_COBalance\_20230525, and FHT\_BBALLIUM\_FHT\_ENCR\_PostCOtransactions\_20230525 delivered by the Seller to Buyer on or about May 25th, 2023 the same deemed attached hereto by this reference.

Field	Field Data
Account Number	[REDACTED] 0847
Seller Account ID	[REDACTED] 5343
First Name	TIFFANY
Middle Name	D
Last Name	BIEWER
SSN	XXX-XX-2981
Date of Birth	[REDACTED]
Address 1	PO BOX 36706
City	HOUSTON
State	TX
Zip	77236
Open Date	06/24/2018
Last Purchase Date	02/04/2022
Last Purchase Amount	\$16.50
Last Payment Date	09/18/2022
Last Payment Amount	\$125.16
Sale Amount	\$2,963.63
Charge Off Date	05/09/2023
Charge off Balance	\$2,963.63
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	FINGERHUT

Account information provided by BLST SALES, MARKETING & SERVICING, LLC pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 05/25/2023 in connection with the sale of accounts from BLST SALES, MARKETING & SERVICING, LLC to Midland Credit Management, Inc.

ENCR\_FHT\_BBAllium\_052023, ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023,  
FHT\_BBALLIUM\_FHT\_ENCR\_ChainofAccounts\_20230525, FHT\_BBALLIUM\_FHT\_ENCR\_COBalance\_20230525,  
FHT\_BBALLIUM\_FHT\_ENCR\_PostCOTransactions\_20230525

# **EXHIBIT B**

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF LADEJA STANSIL

TIFFANY D BIEWER,

Defendant(s).

---

LaDeja Stansil, 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 WEBBANK/FINGERHUT account XXXXXXXXXXXXXXX0847 (MCM Number 322583597) (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 LADEJA STANSIL - 1



322583597



AFFRECATTACH



24-264865

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 2023-05-09 with a balance of \$2,963.63. On or about 2023-05-25, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$2,963.63. As of 2025-10-16, MCM's records show that the balance of \$2,963.63 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$2,963.63 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- |   |            |
|---|------------|
| 1. WEBBANK                                | 2023-05-25 |
| 2. BLST SALES, MARKETING & SERVICING, LLC | 2023-05-25 |
| 3. MIDLAND CREDIT MANAGEMENT, INC.        |            |

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

---

AFFIDAVIT OF LADEJA STANSIL - 2



322583597



AFFRECATTACH



24-264865

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

NOV 17 2025

Date

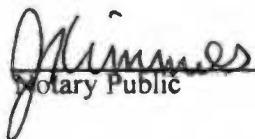
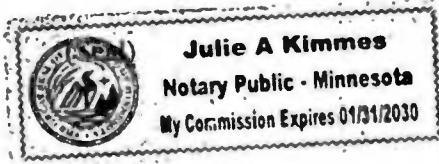


LaDeja Stansil

STATE OF MINNESOTA  
COUNTY OF STEARNS

NOV 17 2025

Signed and sworn to (or affirmed) before me on \_\_\_\_\_  
by LaDeja Stansil.



Julie A Kimmes  
Notary Public

CA137

---

AFFIDAVIT OF LADEJA STANSIL - 3



322583597



AFFRECATTACH



24-264865

FHT BB ALLIUM RECEIVABLES FORWARD FLOW - MIDLAND

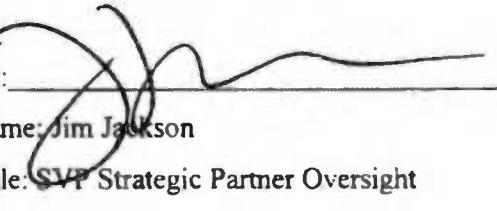
BILL OF SALE OF ORIGINAL CREDITOR OR ACQUIRER (WEBBANK)

FOR VALUE RECEIVED, and subject to the terms and conditions of that certain Program Agreement between WebBank ("Bank") and BLST Sales, Marketing & Servicing, LLC, dated December 21, 2021, Bank does hereby transfer, assign and convey to BLST Sales, Marketing & Servicing, LLC, as of the date hereof all right, title and interest of Bank in and to those certain Charged-Off Accounts described in Schedule 1 attached hereto and made a part hereof for all purposes. Terms used herein shall have the meanings set forth in the Account Purchase Agreement.

This BILL OF SALE is executed without recourse and without representation of any warranty of collectability or otherwise, expressed or implied.

Dated this 25 day of MAR, 2023.

WEBBANK

By: 

Name: Jim Jackson

Title: SVP Strategic Partner Oversight

**SCHEDULE I TO BILL OF SALE OF ORIGINAL CREDITOR**  
**ACCOUNTS SCHEDULE**

The individual Purchased Accounts transferred are described in the final electronic files named ENCR\_FHT\_BBAllium\_052023 and ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023 delivered by WebBank to BLST Sales, Marketing & Servicing, LLC, on or about May 25th, 2023 the same deemed attached hereto by this reference.

FHT BB ALLIUM RECEIVABLES FORWARD FLOW - MIDLAND

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR OR ACQUIRER (WEBBANK)

STATE OF UTAH  
COUNTY OF SALT LAKE

Jim Jackson, being duly sworn, deposes and says:

1. I am over 18 and not a party, nor employed by a party, to the sale of certain accounts by BLST Sales, Marketing, & Servicing, LLC to Midland Credit Management Inc. I am Controller of WebBank. In that capacity, I am aware of the process of the sale and assignment of electronically stored business records.
2. WebBank owned certain accounts and instructed its servicer, BLST Sales, Marketing, & Servicing, LLC, to maintain and record certain information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of WebBank. The statements set forth herein are true and correct based on my personal knowledge, my review of the business records of WebBank, or representations made by BLST Sales, Marketing, & Servicing, LLC.
3. My duties include having knowledge of, and access through WebBank's servicer, BLST Sales, Marketing, & Servicing, LLC, to certain business records relating to the Accounts (as defined below). These records are kept by WebBank's servicer, BLST Sales, Marketing, & Servicing, LLC, on behalf of WebBank in the regular course of business.
4. On or about May 25th, 2023, WebBank ("Transferor") transferred (or caused to be transferred) or otherwise conveyed certain charged-off accounts (the "Accounts") to BLST Sales, Marketing, & Servicing, LLC ("Transferee"). Pursuant to the related bill of sale for such Accounts, Transferor transferred, assigned, and conveyed to Transferee and its successors and permitted assigns, all right, title and interest Transferor held in the Accounts free and clear of any lien created by Transferor, except for any interest of Transferee and its affiliates.
5. BLST Sales, Marketing, & Servicing, LLC was the servicer of the Accounts from the origination of the Accounts through May 25th, 2023. In its role as servicer of the Accounts, during the period WebBank owned the Accounts, BLST Sales, Marketing, & Servicing, LLC kept and maintained business records on behalf of WebBank in the regular course of business, and it was in the regular course of business of BLST Sales, Marketing, & Servicing, LLC for an employee or representative with personal knowledge of the act, event condition or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records at or near the time of occurrence.
6. The above statements are true to the best of my knowledge.

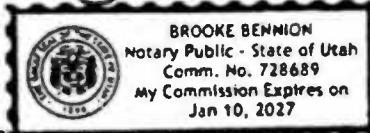
FURTHER AFFIANT SAYETH NOT.

Signed this 25 day of MAY, 20 23.

Jim Jackson  
WebBank

Subscribed and sworn to before me this 25 day of May, 20 23, by Jim Jackson, an employee of WebBank.

Brooke Bennion  
Notary Public



CERTIFICATE OF COMPLETENESS

STATE OF UTAH  
CITY OF SALT LAKE

I am a member of the Utah State Bar and licensed to practice law in the State of Utah. The form of the foregoing sworn statement and the form of the notary certificate each complies with the laws of the State of Utah, which is the state in which the statement is given, and if properly sworn and executed qualifies as a valid and effective affidavit in the State of Utah.

5/25/2023  
Date

Jon Reed Attorney at law in the State of Utah

Joshua H. Thompson

## ASSIGNMENT AND BILL OF SALE

BLST Sales, Marketing & Servicing, LLC ("Bluestem"), for itself and as agent for BB Allium Borrowing Trust ("BB ALLIUM") (collectively, "Seller") has entered into a Purchase Agreement ("Agreement") dated July 22, 2022 for the sale of accounts and associated receivables, described in Schedule 1 hereto ("Purchased Accounts"), to Midland Credit Management, Inc. ("Buyer") upon the terms and conditions set forth in that Agreement.

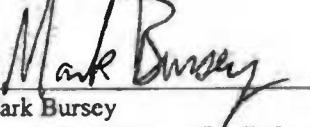
This ASSIGNMENT AND BILL OF SALE, effective as of May 25th, 2023 is for the Purchased Accounts, as further described in Schedule 1 which is hereby included by reference, delivered by Seller to Buyer on May 25th, 2023.

NOW, THEREFORE, for good and valuable consideration, Bluestem hereby sells, assigns and transfers to Buyer all rights, title and interest in each and every one of the Purchased Accounts described in the Agreement. BB Allium hereby sells, assigns and transfers to Buyer all rights, title and interest in the Receivables in each and every one of the Purchased Accounts described in the Agreement.

This ASSIGNMENT AND BILL OF SALE is executed without recourse or warranties except as stated and provided for herein and within the Agreement. All of the information contained in Seller's Accounts information (a) constitutes Seller's own business records regarding the Purchased Accounts and (b) accurately reflects in all material respects the information about the Purchased Accounts in Seller's possession. All of Seller's Accounts information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records or (ii) who caused the data to be entered into and maintained in Seller's business records. It is the regular practice of Seller's business to maintain and compile such data.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 25th day of May, 2023.

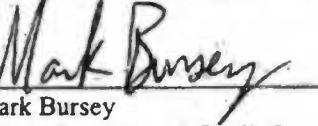
Seller: BLST Sales, Marketing & Servicing, LLC  
13300 Pioneer Trail  
Eden Prairie MN 55347

By:   
Mark Bursey  
VP, Collections and Credit Ops

Buyer: Midland Credit Management, Inc.  
350 Camino De La Reina, Suite 100  
San Diego, CA 92108

By:   
Danielle Wohlfahrt  
MVP, Business Development

BB Allium Borrowing Trust  
By: BLST Sales, Marketing & Servicing, LLC, as agent

By:   
Name: Mark Bursey  
VP, Collections and Credit Ops

**SCHEDULE 1 TO ASSIGNMENT AND BILL OF SALE  
ACCOUNTS SCHEDULE**

The individual Purchased Accounts transferred are described in the final electronic files named ENCR\_FHT\_BBAllium\_052023, ENCR\_FHT\_BBAllium\_TrueUpReport\_05.25.2023, FHT\_BBALLIUM\_FHT\_ENCR\_ChainofAccounts\_20230525, FHT\_BBALLIUM\_FHT\_ENCR\_COBalance\_20230525, and FHT\_BBALLIUM\_FHT\_ENCR\_PostCOTransactions\_20230525 delivered by the Seller to Buyer on or about May 25th, 2023 the same deemed attached hereto by this reference.

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

**State of Minnesota**

**County of Hennepin**

Mark Bursey being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the VP, Collections and Credit Ops of BLST Sales, Marketing & Servicing, LLC ("BLST"). In that capacity, I am a custodian of certain books and records of BLST and am aware of the process of the sale and assignment of electronically stored business records.

BLST owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of BLST. BLST is the agent of BB Allium Borrowing Trust ("BB ALLIUM") (collectively with BLST, the "Debt Seller"). BB ALLIUM owns certain receivables associated with the accounts, and BLST maintains and records information in the records as they relate to such receivables. I am authorized to make the statements and representations set forth in this affidavit on behalf of BB ALLIUM. The statements set forth herein are true and correct to the best of my knowledge, information, and belief based on either personal knowledge or review of the business records of the BLST.

As a custodian of records for BLST my duties include having knowledge of, and access to, business records relating to the Accounts and Receivables (as defined below). These records are kept by BLST in the regular course of business, and it was in the regular course of business of BLST for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

On May 25th, 2023 BLST sold a pool of charged-off accounts (the "Accounts") by a Purchase and Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer"). WebBank had previously sold, assigned and conveyed the Accounts to BLST pursuant to a Bill of Sale and Assignment, as attached hereto and incorporated herein by reference.

**Original Creditor**

The original creditor was CIT Bank for accounts originated between September 29, 2003 and June 16, 2010. (CIT previously sold, assigned and conveyed the Accounts originated prior to June 17, 2010, to MetaBank pursuant to an Account Transfer Agreement dated June 5, 2010) ("CIT Agreement").

MetaBank for accounts originated between June 17, 2010 and June 30, 2012 or WebBank for accounts originated between July 1, 2012 and the present. (MetaBank previously sold, assigned and conveyed to WebBank the Accounts originated prior to July 1, 2012, pursuant to an Account Transfer Agreement dated June 28, 2012) ("MetaBank Agreement").

WebBank is the original creditor for all Accounts that were originated after July 1, 2012.

**Sale and Transfer of Receivables**

WebBank had previously sold, assigned and conveyed the "Receivables" to BLST pursuant to a Program Agreement between the parties.

Santander Consumer USA Inc. purchased the Receivables from BLST and thereafter conveyed the Receivables to BB Allium LLC, which subsequently assigned the Receivables to its wholly owned affiliate BB Allium Borrowing Trust (previously BB Allium Borrowing LLC).

On May 25th, 2023, BLST, as agent for BB Allium sold the Receivables by a Purchase Agreement and related Bill of Sale to Buyer. (BLST has all rights and authority to sell, assign and convey said Receivables to Buyer as agent for BB Allium.)

**Sale and Transfer of Accounts**

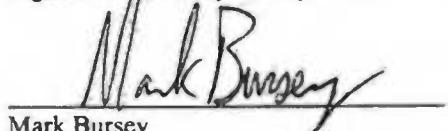
BLST is the sole and absolute owner of, and has good and marketable title to, each of the Accounts, which includes the right to enforce, file suit, collect, settle or take any similar action.

Pursuant to the sale, Debt Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and, on behalf of BB ALLIUM the associated Receivables and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts or the associated Receivables.

In connection with the sale of the Accounts and the Receivables, electronic and other records were transferred to or otherwise made available to the Buyer ("Transferred Records"). The Transferred Records are kept by BLST in the regular course of business, and it was in the regular course of business of BLST an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of BLST as a business record and the accuracy of such records are relied upon by BLST in the regular course of business.

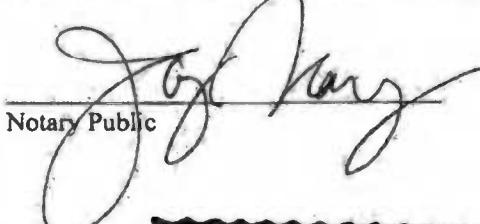
The above statements are true to the best of my knowledge,

Signed this 25th day of May, 2023.

  
\_\_\_\_\_  
Mark Bursey

Mark Bursey  
VP, Collections and Credit Ops  
BLST Sales, Marketing & Servicing, LLC

Subscribed and sworn to before me this 25th day of May, 2023 by Mark Bursey, VP, Collections and Credit Ops

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



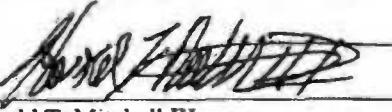
**CERTIFICATE OF CONFORMITY**

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of Minnesota and is a resident of Hennepin County, in the State of Minnesota; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Minnesota; that the foregoing acknowledgment by Mark Bursey named in the foregoing instrument taken before a notary in the State of Minnesota was taken in the manner prescribed by such laws of the State of Minnesota, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

05/25/2023

Date

  
\_\_\_\_\_  
Harold T. Mitchell III  
Attorney at law licensed in the State of Minnesota



Your account is past due, Tiffany. To keep your account in good standing, please make your payment of \$952.53 today.

### Account Summary

Previous Balance	2,891.38
Payments & Credits	0.00
Purchases & Debits	0.00
Fees Charged	0.00
Interest Charged	72.25
New Balance	2,963.63
Credit Limit	0
Available Credit	0
Statement Closing Date	04/11/23
Days in Cycle	31
Past Due Amount	804.35
Minimum Payment Due	952.53

### Interest Charge Calculation

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Non Deferred	29.99%	2,891.38	72.25

(v) APR will vary with the market, based on the Prime Rate.

### Payment Information

New Balance	2,963.63
Minimum Payment Due	952.53
Mail Payment By	04/30/23
Payment Due Date	05/07/23

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

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	6 years	\$4,503

If you would like information about credit counseling services call 1-888-364-2268. To avoid additional interest charges, pay the New Balance by the Payment Due Date.

Fees	Date	Transaction ID	Description	Amount
<b>TOTAL FEES FOR THIS PERIOD</b>				
Interest Charged	04/11/23		INTEREST CHARGE	72.25
<b>TOTAL INTEREST THIS PERIOD</b>				
<b>TOTAL FEES YTD 2023</b>				
<b>TOTAL INTEREST YTD 2023</b>				

### NOTICE: See Reverse Side for Important Information

Inquiries Regarding Your Fingerhut Advantage Credit Account issued by WebBank, Member FDIC: 1-800-208-2500



Make payments online at [fingerhut.com/MyAccount](http://fingerhut.com/MyAccount)

Or tear off and return with your payment by mail. Make your check payable to Fingerhut.

Account Number  
XXXX-XXXX-XXXX-0847  
Customer Number  
2877745343

<b>PAYMENT DUE DATE</b>	<b>MINIMUM DUE</b>	<b>New Balance</b>	<b>Amount Enclosed</b>
05/07/23	\$952.53	\$2,963.63	\$

Make your check payable to Fingerhut and mail to:

2877745343  
TIFFANY D BIEWER  
PO BOX 36706  
HOUSTON TX 77236-6706

PO BOX 70281  
PHILADELPHIA, PA 19176-0281

### IMPORTANT NOTICE

Your payment will be credited to your account on the same day we receive it if the bottom portion of this statement and your check are received by us on a processing day by 5:00 pm Eastern Time in the enclosed envelope at our processing center. Payments received after 5:00 pm Eastern Time will be credited on the next processing day. Please allow at least seven (7) days for postal delivery. Payments received at any other location in another form or with other documents may not be credited the same day we receive the payment. Our processing days are Monday through Sunday, excluding holidays for payments received by mail. Payments received on holidays will be credited as of the previous processing day. When you send us a check as a payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your deposit account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account soon as the same day we receive payment, and you will not receive your check back from your financial institution. If your check is returned to us due to non-sufficient funds we may also re-deposit it through a one-time electronic fund transfer. You may also make a payment at anytime on your Fingerhut Advantage Account at fingerhut.com/myaccount or via an automated phone payment at 1-800-208-2500. Online and automated phone payments will be posted as of the same day if made before 11:00 pm Central Time. If your statement shows a credit balance, you may request a refund of the credit by contacting Fingerhut Credit Services, at the address shown below. You may pay the entire balance on your account at anytime without incurring any additional charges for prepayment.

### PAYMENTS

Make checks payable to Fingerhut and mail to:

Fingerhut Credit Account Services, P.O. Box 70281, Philadelphia, PA 19176-0281

Please write your Fingerhut Advantage Account number on your check. Do not send correspondence to this address. Mail your payment in the enclosed envelope with the payment coupon at the bottom of your statement.

### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write us at:

Fingerhut Credit Account Services, P.O. Box 1250, Saint Cloud MN 56395-1250.

In your letter, give us the following information:

- Account Information: Your name and your 10-digit Fingerhut Customer Number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

- We cannot try to collect the amount in question, or report you as delinquent.
- 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 PURCHASES

If you use your card to make a purchase and you are dissatisfied with the goods or services that you receive, 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.)

64814 2/22 - 64913 2/22

2. You must have used your card for the purchase.

3. You must have not yet 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 Fingerhut Credit Account Services, P.O. Box 1250, Saint Cloud MN 56395-1250.

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

### CREDIT BUREAU DISPUTES

If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, write to us at: Credit Bureau Reporting Services, 6250 Ridgewood Road, Saint Cloud MN 56303. Please provide the Fingerhut Advantage Credit Account number along with a copy of your credit bureau report reflecting the information that you believe is inaccurate.

### HOW WE CALCULATE INTEREST CHARGES

To calculate the interest charge payable each month, we multiply the average daily balance times the monthly periodic rate. Your monthly periodic rate may vary each billing cycle. The monthly periodic rate is determined by dividing the APR by 12. Your Account is subject to a minimum interest charge of \$1.00. Average Daily Balance: We figure the interest charge on your Account by applying the monthly periodic rate to the "average daily balance" of your Account, including current transactions. To get the "average daily balance" we take the beginning balance of your Account, each day, add any new purchases, charges and other fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for that billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on the statement, then: (1) if you pay the new balance on your current billing statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current billing statement that is less than the new balance, we will credit that payment as of the first day in your current billing cycle. In addition, if your Statement reflected a new balance and you did not pay that new balance in full by the payment due date on that previous statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the balance shown on your current Statement by the payment due date reflected on that current statement.

### DEFERRAL PERIODS

WebBank may offer Accounts promotional credit offers, including deferred payment offers. Special rules apply to promotional credit offers, which are described at the time of the offer.

- The date, amount and description of each purchase are identified on your periodic statement for the period when you make the purchase.
- Each periodic statement contains a summary of all active deferred offers, including unpaid balances, any interest charges and the date on which the deferral periods expire.
- We figure interest charges each month by multiplying the average daily balance of each deferred balance by the monthly periodic rate.
- We do consider all deferred purchases for purposes of determining your available credit.

**NOTICE OF ASSIGNMENT:** The right to receive payment on your Fingerhut Advantage Credit Account has been assigned by WebBank to Fingerhut.

### QUESTIONS ABOUT YOUR STATEMENT

E-mail us at customerservice@fingerhut.com or call 1-800-208-2500 (English) 1-800-556-3208 (En Espanol)

**IMPORTANT!** Has your address, phone number, or e-mail address changed? If so, please fill in any NEW information in the spaces below and we will update your account.

Last 4 Digits of Your 16-Digit Credit Account Number:     Phone

Name

Address

City             . State   Zip

E-Mail Address

Please provide your e-mail address for business transactions.

(We will not send promotional material without your permission.)

Check here if you'd like to receive e-mails about Fingerhut special deals and events.

Check here if you also have a WebBank/Fingerhut Fetti Credit Account and you'd like to update your contact information on that account too.

**Consent for Use of Telephone Numbers:** You authorize WebBank/Fingerhut, their affiliates, agents, and others calling at their request or on their behalf to contact you at any number (i) you have provided to us (ii) from which you have called us, or (iii) which we obtain and believe we can reach you at. We may contact you in any way, such as calling, texting, using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.



### Account Summary

Previous Balance	2,503.33
Payments & Credits	125.16
Purchases & Debits	0.00
Fees Charged	0.00
Interest Charged	59.95
New Balance	2,438.12
Credit Limit	3,000
Available Credit	0
Statement Closing Date	10/11/22
Days in Cycle	30
Past Due Amount	0.00
Minimum Payment Due	121.90

### Interest Charge Calculation

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Non Deferred	29.99%	2,399.03	59.95

(v) APR will vary with the market, based on the Prime Rate.

Tiffany, Don't forget! Visit [www.fingerhut.com/](http://www.fingerhut.com/)  
MyAccount to see your account information and pay your  
bill online. Continue to make on-time payments to keep  
your credit in good standing.

### Payment Information

New Balance	2,438.12
Minimum Payment Due	121.90
Mail Payment By	10/31/22
Payment Due Date	11/07/22

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

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	7 years	\$4,250

If you would like information about credit counseling services call 1-888-364-2268. To avoid additional interest charges, pay the New Balance by the Payment Due Date.

Transactions	Date	Transaction ID	Description	Amount
	09/17/22		PAYMENT - THANK YOU	-125.16

### Fees

	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>0.00</b>
--	-----------------------------------	-------------

<b>Interest Charged</b>	10/11/22	<b>INTEREST CHARGE</b>	<b>59.95</b>
		<b>TOTAL INTEREST THIS PERIOD</b>	<b>59.95</b>

<b>TOTAL FEES YTD 2022</b>	<b>30.00</b>
<b>TOTAL INTEREST YTD 2022</b>	<b>679.37</b>

### NOTICE: See Reverse Side for Important Information

Inquiries Regarding Your Fingerhut Advantage Credit Account issued by WebBank, Member FDIC: 1-800-208-2500



Make payments online at [fingerhut.com/MyAccount](http://fingerhut.com/MyAccount)

Or tear off and return with your payment by mail. Make your check payable to Fingerhut.

Account Number  
XXXX-XXXX-XXXX-0847

Customer Number  
2877745343

<b>PAYMENT DUE DATE</b>	<b>MINIMUM DUE</b>	<b>New Balance</b>	<b>Amount Enclosed:</b>
11/07/22	\$121.90	\$2,438.12	\$

Make your check payable to Fingerhut and mail to:

2877745343  
TIFFANY D BIEWER  
PO BOX 36706  
HOUSTON TX 77236-6706

PO BOX 70281  
PHILADELPHIA, PA 19176-0281

### IMPORTANT NOTICE

Your payment will be credited to your account on the same day we receive it if the bottom portion of this statement and your check are received by us on a processing day by 5:00 pm Eastern Time in the enclosed envelope at our processing center. Payments received after 5:00 pm Eastern Time will be credited on the next processing day. Please allow at least seven (7) days for postal delivery. Payments received at any other location in another form or with other documents may not be credited the same day we receive the payment. Our processing days are Monday through Sunday, excluding holidays for payments received by mail. Payments received on holidays will be credited as of the previous processing day. When you send us a check as a payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your deposit account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive payment, and you will not receive your check back from your financial institution. If your check is returned to us due to non-sufficient funds we may also re-deposit it through a one-time electronic fund transfer. You may also make a payment at anytime on your Fingerhut Advantage Account at fingerhut.com/MyAccount or via an automated phone payment at 1-800-208-2500. Online and automated phone payments will be posted as of the same day if made before 11:00 pm Central Time. If your statement shows a credit balance, you may request a refund of the credit by contacting Fingerhut Credit Services, at the address shown below. You may pay the entire balance on your account at anytime without incurring any additional charges for prepayment.

### PAYMENTS

Mail checks payable to Fingerhut and mail to:

Fingerhut Credit Account Services, P.O. Box 70281, Philadelphia, PA 19176-0281

Please write your Fingerhut Advantage Account number on your check. Do not send correspondence to this address. Mail your payment in the enclosed envelope with the payment coupon at the bottom of your statement.

### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write us at:

Fingerhut Credit Account Services, P.O. Box 1250, Saint Cloud MN 56395-1250.

In your letter, give us the following information:

- Account Information: Your name and your 10-digit Fingerhut Customer Number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

- We cannot try to collect the amount in question, or report you as delinquent.
- 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 PURCHASES

If you use your card to make a purchase and you are dissatisfied with the goods or services that you receive, 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.)

64814 2/22 64313 2/22

2. You must have used your card for the purchase.

3. You must have not yet 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: Fingerhut Credit Account Services, P.O. Box 1250, Saint Cloud MN 56395-1250.

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

### CREDIT BUREAU DISPUTES

If you believe we inaccurately reported credit history information about you or your Account to a credit reporting agency, write to us at: Credit Bureau Reporting Services, 6250 Ridgewood Road, Saint Cloud MN 56303. Please provide the Fingerhut Advantage Credit Account number along with a copy of your credit bureau report reflecting the information that you believe is inaccurate.

### HOW WE CALCULATE INTEREST CHARGES

To calculate the interest charge payable each month, we multiply the average daily balance times the monthly periodic rate. Your monthly periodic rate may vary each billing cycle. The monthly periodic rate is determined by dividing the APR by 12. Your Account is subject to a minimum interest charge of \$1.00. Average Daily Balance: We figure the interest charge on your Account by applying the monthly periodic rate to the "average daily balance" of your Account, including current transactions. To get the "average daily balance" we take the beginning balance of your Account, each day, add any new purchases, charges and other fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for that billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

Interest charges begin to accrue on each purchase on the date of the purchase. However, if you paid the new balance on your previous Statement by the payment due date shown on the statement, then: (1) if you pay the new balance on your current billing statement by the payment due date shown, we impose no interest charges on purchases during the current billing cycle, and (2) if you make a payment by the payment due date shown on your current billing statement that is less than the new balance, we will credit that payment as of the first day in your current billing cycle. In addition, if your Statement reflected a new balance and you did not pay that new balance in full by the payment due date on that previous statement, then we will not impose interest charges on any purchases during the current billing cycle if you pay the balance shown on your current Statement by the payment due date reflected on that current statement.

### DEFERRAL PERIODS

WebBank may offer Accounts promotional credit offers, including deferred payment offers. Special rules apply to promotional credit offers, which are described at the time of the offer.

- The date, amount and description of each purchase are identified on your periodic statement for the period when you make the purchase.
- Each periodic statement contains a summary of all active deferred offers, including unpaid balances, any interest charges and the date on which the deferral periods expire.
- We figure interest charges each month by multiplying the average daily balance of each deferred balance by the monthly periodic rate.
- We do consider all deferred purchases for purposes of determining your available credit.

**NOTICE OF ASSIGNMENT:** The right to receive payment on your Fingerhut Advantage Credit Account has been assigned by WebBank to Fingerhut.

### QUESTIONS ABOUT YOUR STATEMENT

E-mail us at [customerservice@fingerhut.com](mailto:customerservice@fingerhut.com) or call 1-800-208-2500 (English) 1-800-556-3208 (En Espanol)

**IMPORTANT!** Has your address, phone number, or e-mail address changed? If so, please fill in any NEW information in the spaces below and we will update your account.

Last 4 Digits of Your 16-Digit Credit Account Number     Phone

Name

Address

City  .State   Zip

E-Mail Address

Please provide your e-mail address for business transactions.

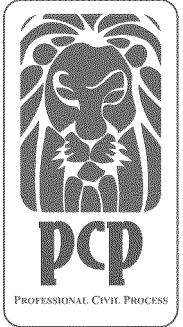
(We will not send promotional material without your permission.)

Check here if you'd like to receive e-mails about Fingerhut special deals and events.

Check here if you also have a WebBank/Fingerhut Fetti Credit Account and you'd like to update your contact information on that account too.

**Consent for Use of Telephone Numbers:** You authorize WebBank/Fingerhut, their affiliates, agents, and others calling at their request or on their behalf to contact you at any number (i) you have provided to us (ii) from which you have called us, or (iii) which we obtain and believe we can reach you at. We may contact you in any way, such as calling, texting, using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

PCP Corporate  
103 Vista View Trail  
Spicewood, TX, 78669  
(512) 477-3500



Jan 23, 2026

**ORIGINAL PETITION FILING REQUEST**

B. H. JAMESON  
Justice Court 1/1 of GREGG County  
101 E. METHVIN, STE 512  
LONGVIEW TX 75601

Re: **MIDLAND CREDIT MANAGEMENT INC.**  
**vs.**  
**TIFFANY D BIEWER**

Dear Court Clerk,

Please find enclosed Plaintiff's Original Petition with Attachment(s) for filing with the Court and a copy for each defendant to be filed stamped and returned. We have also enclosed a check for filing fee cost and the issuance of the citation(s). Pursuant to TRCP 502.4(b) if the address does not belong to you precinct, please do not forward to another court for filing, but return the documents unfiled back to our office.

**Please issue a citation on the following person or entity:**

**BIEWER, TIFFANY D  
600 BAYLOR DR APT 163 LONGVIEW TX 75601-4516**

Pursuant to TRCP 501.1 (a) and 501.3 (a) please retain the original citation in the courts file. We respectfully request that the court only return the service copy of the citation to our office along with the file stamped copy of the Petition with Attachment(s). Also, please file stamp and attach this Clerk Letter and filing fee receipt to the citation and:

**PLEASE EMAIL THE CITATION BACK TO EFILING@PCPUSA.NET**

We will be using a JBCC Certified Process Server, or a person already authorized to serve the citation. Please feel free to contact our office if you have any questions or concerns about this request.

Sincerely,

PCP Team  
1-866-PROCESS

PCP#: A26104777  
CLT#: 24-264865