

CAUSE NO. 6.226-01044-DB

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

MARTHA COVARRUBIAS  
Defendant

IN THE JUSTICE COURT

PRECINCT 6, PLACE 2

EL PASO COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of MARTHA COVARRUBIAS, 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 500.8 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:

MARTHA COVARRUBIAS  
3205 MOCHA FREEZE ST  
EL PASO, TX 79938-3201

**Venue and Jurisdiction; Relief Sought**

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

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

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

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

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

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

### **Count I**

8. Defendant had an account with COMENITY BANK. Plaintiff purchased Defendant's debt on or about April 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:	COMENITY BANK
ACCOUNT NO.:	XXXXXXXXXXXX-9989
DATE OF CHARGE-OFF:	March 31, 2023
CHARGE-OFF BALANCE:	\$3,327.90
DATE OF ORIGINATION:	July 31, 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 December 19, 2025, Defendant has refused and failed to remit the remaining principal amount of \$3,307.90. No interest (0%) is accruing on the account.

### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$3,307.90 along with post judgment interest at the statutory rate provided by applicable law.

### **Conditions Precedent**

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

### **Prayer**

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

- a. Actual damages in the amount of \$3,307.90;
- 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.



Peter Newman

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Brian Staley, Texas Bar No. 00797483  
Michael Young, Texas Bar No. 24037759  
Peter Newman, Texas Bar No. 24106928  
Juan Goenaga, Texas Bar No. 00797868  
Cynthia Stevens, Texas Bar No. 24129749  
Genail Logan, Texas Bar No. 24117754  
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](http://www.midlandcredit.com) and  
logging into your account.

# EXHIBIT A

EXHIBIT A

**BILL OF SALE**

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of April 25, 2023 all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule I (the "Asset Schedule") attached hereto and made part here of for all purposes, to Purchaser.

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

[REDACTED]

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

**COMENITY BANK**

By: Bruce Sweetser  
Date: 5/17/2023  
Title: Chief Credit Officer

**Midland Credit Management, Inc.**

By: Danille Wolfenut  
Date: 6/7/2023  
Title: MVP, Business Development

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

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG\_CB\_APRIL\_2023\_DPL\_CB.TXT;MCMG\_CB\_APRIL\_2023\_LCS\_CB.TXT and delivered by Comenity Bank to Midland Credit Management, Inc. on April 17, 2023 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
			4/14/2023

**PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR**

State of Utah

§

County of Salt Lake

On 5/17/2023, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 4/25/2023 Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.



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

FURTHER AFFIANT SAYETH NOT.

Signed this 17<sup>th</sup> day of May, 2023.

Bruce A. Sweeten

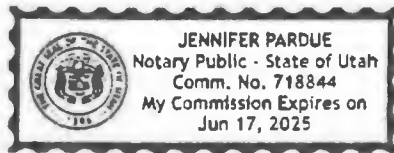
Bruce A. Sweeten (AFFIANT NAME)

Comenity Bank

Subscribed and sworn to before me Jennifer Pardue, on this 17<sup>th</sup> (date) day of May, in the year 2023, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue  
Notary Signature



## CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

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

May 31, 2023  
Date

  
Attorney at Law for the State of Utah

Field	Field Data
Account Number	00 [REDACTED] 989
Seller Account ID	985536995
First Name	MARTHA
Last Name	COVARRUBIAS
SSN	XXX-XX-1536
Date of Birth	[REDACTED]
Address 1	3205 MOCHA FREEZE ST
City	EL PASO
State	TX
Zip	79938
Home Phone	9158587118
Open Date	07/31/2018
Last Purchase Date	06/19/2022
Last Purchase Amount	\$184.52
Last Payment Date	04/05/2023
Last Payment Amount	\$20.00
Sale Amount	\$3,307.90
Charge Off Date	03/31/2023
Charge off Balance	\$3,327.90
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	-\$20.00
Post Charge off Payments and Credits	\$20.00
Post Charge off Credits	\$0.00
Affinity	COMENITY
Alternate Account #1	[REDACTED] 4117

Account information provided by Comenity Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 04/25/2023 in connection with the sale of accounts from Comenity Bank to Midland Credit Management, Inc.

MCMG\_CB\_APRIL\_2023\_DPL\_CB.TXT; MCMG\_CB\_APRIL\_2023\_LCS\_CB.TXT

# EXHIBIT B

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF DAVID MASON

MARTHA COVARRUBIAS,

Defendant(s).

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David Mason, whose business address is 600 W. Saint Germain St Suite 200, St. Cloud, MN 56301-3616, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's COMENITY BANK/COMENITY account XXXXXXXXXXXXXXX9989 (MCM Number 321886336) (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

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AFFIDAVIT OF DAVID MASON - 1



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 2023-03-31 with a balance of \$3,327.90. On or about 2023-04-25, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$3,307.90. As of 2025-12-21, MCM's records show that the balance of \$3,307.90 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$3,307.90 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. COMENITY BANK 2023-04-25
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.

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

JAN 14 2026

Date

DM

David Mason

STATE OF MINNESOTA

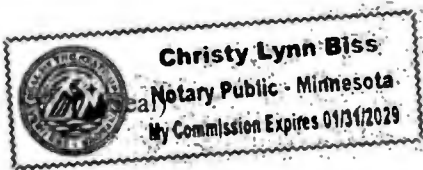
COUNTY OF STEARNS

JAN 14 2026

Signed and sworn to (or affirmed) before me on  
by David Mason.

Chris

Notary Public



CA137

AFFIDAVIT OF DAVID MASON - 3



EXHIBIT A

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

[REDACTED]

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

**COMENITY BANK**

By: Bruce A. Sweetser

Date: 5/17/2023

Title: Chief Credit Officer

**Midland Credit Management, Inc.**

By: Danille Norfaint

Date: 6/7/2023

Title: MVP, Business Development



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

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**PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR**

State of Utah

§

County of Salt Lake

On 5/17/2023, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 4/25/2023 Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

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

FURTHER AFFIANT SAYETH NOT.

Signed this 17<sup>th</sup> day of May, 2023.

Bruce A. Sweeten

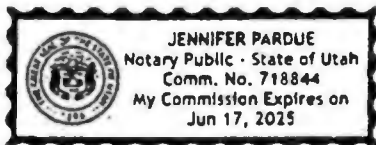
Bruce A. Sweeten (AFFIANT NAME)

Comenity Bank

Subscribed and sworn to before me Jennifer Pardue, on this 17<sup>th</sup> (date) day of May, in the year 2023, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue  
Notary Signature



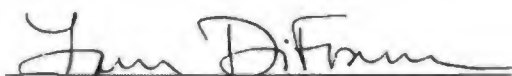
## CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

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

May 31, 2023  
Date

  
Attorney at Law for the State of Utah

PAGE 1 OF 4

### Summary of account activity

Account no.	****.****.9989
Previous balance	+\$3,206.10
Payments	-0.00
Other credits	-0.00
Purchases	+0.00
Other debits	+0.00
Cash advance	+0.00
Balance transfer	+0.00
Fees charged	+41.00
Interest charged	+80.80
<b>New balance</b>	<b>+\$3,327.90</b>
Past due amount	\$657.00
Credit limit	\$2,640.00
Available credit	\$0.00
Cash credit limit	\$528.00
Available cash	\$0.00
Statement closing date	03/08/2023
Days in billing cycle	31

### Payment information

New balance	\$3,327.90
Minimum payment due	\$771.00
Payment due date	04/02/2023

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

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	11 years	\$7,745
\$140	3 years	\$5,036 (Savings = \$2,709)

For information regarding credit counseling services, call 1-800-284-1706.

### Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
<b>Fees</b>		
03/02/2023	LATE FEE	41.00
	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$41.00</b>
<b>Interest charged</b>		
	Interest Charge on Purchases	\$80.80
	Interest Charge on Cash Advances	\$0.00
	<b>Total Interest For This Period</b>	<b>\$80.80</b>

<b>2023 totals year to date</b>	
Total fees charged in 2023	\$123.00
Total interest charged in 2023	\$224.90

### Interest charge calculation

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

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	29.24% (v)	3,254.20 (DA)	80.80
Cash Advances	29.99% (v)	0.00 (DA)	0.00

### Additional important messages

As a result of your delinquent payment status, your account has been temporarily suspended. Your account will be evaluated for reinstatement as you continue to make consistent, on-time payments.

(CONTINUED)

NOTICE: See reverse side for important information.

Please tear at perforation above



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

Account number	****.****.9989
New balance	\$3,327.90
Minimum payment	\$771.00

Amount enclosed: Mailed payments must reach us by 6 pm ET on 04/02/2023.

\$

Please make check payable to:  
COMENITY - COMENITY CARD

Please return this portion along with your payment to:  
P.O. Box 650968  
Dallas TX 75265-0968

MARTHA COVARRUBIAS  
3205 MOCHA FREEZE ST  
EL PASO TX 79938-3201

8616049405

0968

9989

000077100 000332790

Keep this portion for your records.

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

If you think there is an error on your statement, write to us at: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

In your letter, give us the following information:

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

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

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

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

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

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

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

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

**NOTICE OF CREDIT REPORT DISPUTES**

If you believe information we reported to a consumer reporting agency is inaccurate, notify us at Comenity Bank, PO Box 182789, Columbus, OH 43218-2789. Please provide:

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

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

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

**PAYING INTEREST.** Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

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

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

**CUSTOMER SERVICE.** Visit [COMENTY.NET/COMENTYCARD](http://COMENTY.NET/COMENTYCARD) or call 1-855-823-1001 (TDD/TTY 1-800-695-1788). Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, OH 43218-2273.

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

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

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

**PAYMENTS.** Payments in U.S. dollars received by the applicable due date and cutoff time will be credited as of the date received. Mailed or overnighted payments must also meet the requirements below. Otherwise, a payment may not be credited for up to five days or may be rejected. This card is issued by Comenity Bank pursuant to a license from Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated.

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

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

Pay By Phone (cutoff time 5:00 p.m. ET): Call us toll free at

1-855-823-1001 (TDD/TTY 1-800-695-1788).

Online (cutoff time 5:00 p.m. ET): Visit [COMENTY.NET/COMENTYCARD](http://COMENTY.NET/COMENTYCARD).

**New Information**

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

PAGE 3 OF 4

**Additional important messages - continued**

Consumers are entitled to one free credit report per year. To request yours call 1-877-322-8228 or visit [annualcreditreport.com](http://annualcreditreport.com)

We noticed you prefer to pay online.

To better serve you, we will no longer include a remittance envelope with billing statements. If you still prefer to receive one, contact Customer Care and we will include it with future statements.

**IMMEDIATE ATTENTION REQUIRED!** Your Account is extremely past due and will be written off as a bad debt SOON. To avoid this, you must pay the Minimum payment amount shown on this statement at least 4 days prior to the end of the month in which this statement closed. You can find the Statement closing date in the Summary of account activity on page 1 of this statement. If you are not able to pay the Minimum payment amount, we may still be able to assist you. Call us immediately at 1-855-617-8089 (TDD/TTY 1-800-695-1788) to discuss your payment options. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

**IMPORTANT INFORMATION ABOUT LATE FEE CREDITS**

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

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PAGE 1 OF 4

### Summary of account activity

Account no.	****-****-9989
Previous balance	+\$3,327.90
Payments	-20.00
Other credits	-0.00
Purchases	+0.00
Other debits	+0.00
Cash advance	+0.00
Balance transfer	+0.00
Fees charged	+0.00
Interest charged	+0.00
New balance	+\$3,307.90
Past due amount	\$785.00
Credit limit	\$2,640.00
Available credit	\$0.00
Cash credit limit	\$528.00
Available cash	\$0.00
Statement closing date	04/07/2023
Days in billing cycle	7

### Payment Information

New balance	\$3,307.90
Minimum payment due	\$819.00
Payment due date	05/02/2023
Minimum Payment Warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:
Only the minimum payment	5 years
	\$3,308

For information regarding credit counseling services, call 1-800-284-1706.

### Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
04/05/2023	PAYMENT - THANK YOU	-20.00

### Interest charged

Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00

2023 totals year to date	
Total fees charged in 2023	\$123.00
Total interest charged in 2023	\$224.90

### Interest charge calculation

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

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	29.49% (v)	0.00 (DA)	0.00
Cash Advances	29.99% (v)	0.00 (DA)	0.00

### Additional important messages

As a result of your delinquent payment status, your account has been temporarily suspended. Your account will be evaluated for reinstatement as you continue to make consistent, on-time payments.

How can you take charge against ID Theft? Visit [idtheft.gov](http://idtheft.gov) to find out.

(CONTINUED)

NOTICE: See reverse side for important information.

Please tear at perforation above



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

Account number	****-****-9989
New balance	\$3,307.90
Minimum payment	\$819.00

Amount enclosed: \$  Mailed payments must reach us by 6 pm ET on 05/02/2023.

Please make check payable to:  
COMENITY - COMENITY CARD

MARTHA COVARRUBIAS  
3205 MOCHA FREEZE ST  
EL PASO TX 79938-3201

Please return this portion along with your payment to:  
P.O. Box 650968  
Dallas TX 75265-0968



8616049405

0968

9989

000081900 000330790

Keep this portion for your records.

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

If you think there is an error on your statement, write to us at Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

In your letter, give us the following information:

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

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

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

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

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

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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Mailing or Overnight (cutoff time 6:00 p.m. Eastern Time (ET)):

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

Pay By Phone (cutoff time 5:00 p.m. ET): Call us toll free at 1-855-823-1001 (TDD/TTY 1-800-695-1788).

Online (cutoff time 5:00 p.m. ET): Visit [COMENTY.NET/COMENTYCARD](http://COMENTY.NET/COMENTYCARD).

**New Information**

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

PAGE 3 OF 4

**Additional important messages - continued**

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