

26-JDC31-08628

CAUSE NO. _____

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

SHANTAL PEARSON
Defendant

IN THE JUSTICE COURT

PRECINCT 3

FORT BEND COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of SHANTAL PEARSON, the Defendant, and for cause of action shows:

Discovery Level

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

The Plaintiff is a foreign limited liability company duly authorized to conduct business in the State of Texas.

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:

SHANTAL PEARSON
[REDACTED]
[REDACTED]

Venue and Jurisdiction; Relief Sought

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**

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.

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.

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

Defendant had an account with CAPITAL ONE, N.A.. Plaintiff purchased Defendant's debt on or about March 21, 2025. 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 Record and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CAPITAL ONE, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX [REDACTED]
DATE OF CHARGE-OFF:	February 25, 2025
CHARGE-OFF BALANCE:	\$3,112.07
DATE OF ORIGINATION:	December 04, 2019

Count II

Defendant had an account with COMENITY CAPITAL BANK. Plaintiff purchased Defendant's debt on or about October 29, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from

Defendant, MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Record and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	COMENITY CAPITAL BANK
ACCOUNT NO.:	XXXXXXXXXXXX
DATE OF CHARGE-OFF:	September 30, 2024
CHARGE-OFF BALANCE:	\$2,204.17
DATE OF ORIGINATION:	December 01, 2019

Account Stated

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.

Demand for payment has been made by Plaintiff on Count I, and as of December 28, 2025, Defendant has refused and failed to remit the remaining principal amount of \$3,112.07. No interest (0%) is accruing on the account.

Demand for payment has been made by Plaintiff on Count II, and as of December 28, 2025, Defendant has refused and failed to remit the remaining principal amount of \$2,204.17. No interest (0%) is accruing on the account.

Damages

Plaintiff seeks liquidated damages on:

Count I in the amount of \$3,112.07
Count II in the amount of \$2,204.17

Conditions Precedent

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 \$5,316.24;

- 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.

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
David Caviness, Texas Bar No. 04033300
John Gillespie, Texas Bar No. 07926300
Amanda Okoli, Texas Bar No. 24140904
Eliel Escobedo Jr., Texas Bar No. 24124860
Kristy Gabrielova, Texas Bar No. 240 [REDACTED] 9
Attorneys for MIDLAND CREDIT
MANAGEMENT, INC.
P.O. Box 460568
Houston, [REDACTED] 77056
Tel: (866) 300-8750
Fax: 877-232-9721
Email: InternalLegal-TexasFax@MCMCG.COM

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

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

EXHIBIT A

**Master Account Sale Agreement dated April 23,2021
Account Sale Addendum dated February 25,2025**

BILL OF SALE

Closing Date: 3/21/2025

Capital One, N.A. ("Seller"), in consideration of a Purchase Price of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, conveys, sets over, and transfers all right, title and interest in the Accounts identified in the Sale File entitled

OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_customer.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_main.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_phone.dat.gz

(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23,2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

The Cutoff Date for the Sale File was March 18,2025. The aggregate Sale Balance of the Accounts as of the Cutoff Date was [REDACTED]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has executed and delivered this Bill of Sale as of the date first above written.

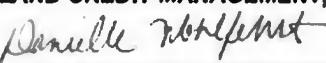
CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Name: Wesley Perkins

Title: Managing Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: 

Name: Danielle Wohlfahrt

Title: MVP Business Development

**Master Account Sale Agreement dated April 23,2021
Account Sale Addendum dated February 25,2025**

**AFFIDAVIT OF SALE
OF ACCOUNT
BY CREDITOR**

Wesley Perkins being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Managing Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about March 18,2025 Capital One, N.A. sold a pool of charged-off accounts (the Accounts) by a Master Account Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., a Kansas corporation. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One, N.A.

I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 16th day of April, 2025.


Wesley Perkins
Managing Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

Commonwealth of Virginia

County of Goochland

The forgoing instrument was acknowledged before me this 16 day of April, 2025.

Notary Signature Kierra Alicia Scott

Notary Name: Kierra Alicia Scott



**Master Account Sale Agreement dated April 23,2021
Account Sale Addendum dated February 25,2025**

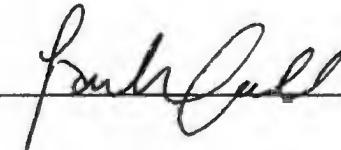
CERTIFICATE OF CONFORMITY

**CERTIFICATE OF CONFORMITY
MADE PURSUANT TO
CPLR 2309(c)
and RPL 299-a**

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Kierra Alicia Scott, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on 4/16/25.

Sarah Carroll
Printed Name


Signed Name

Attorney at Law, Commonwealth of Virginia

Field	Field Data
Account Number	[REDACTED]
Seller Account ID	1026208537
First Name	SHANTAL
Last Name	PEARSON
SSN	[REDACTED]
Date of Birth	[REDACTED]
Address 1	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip	[REDACTED]
Home Phone	[REDACTED]
Open Date	12/04/2019
Last Purchase Date	06/14/2024
Last Purchase Amount	\$427.59
Last Payment Date	07/26/2024
Last Payment Amount	\$82.00
Sale Amount	\$3,112.07
Charge Off Date	02/25/2025
Charge off Balance	\$3,112.07
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	NEIMAN MARCUS

Account information provided by Capital One, National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 03/21/2025 in connection with the sale of accounts from Capital One, National Association to Midland Credit Management, Inc.

OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_customer.dat.gz ; OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_main.dat.gz ; OMEGA.BN0076.SALES.PROD-EAST.PFRLE20250318_BN0076_phone.dat.gz

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF BREND A BITTMAN

SHANTAL PEARSON,

Defendant(s).

Brenda Bittman, 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 CAPITAL ONE, N.A./NEIMAN MARCUS account [REDACTED] (MCM Number [REDACTED]) (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 BREND A BITTMAN - 1



AFFRECATTACH



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 2025-02-25 with a balance of \$3,112.07. On or about 2025-03-21, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$3,112.07. As of 2025-11-27, MCM's records show that the balance of \$3,112.07 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$3,112.07 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CAPITAL ONE, N.A. 2025-03-21

2. Midland Credit Management, Inc.

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

AFFIDAVIT OF BRENDA BITTMAN - 2



AFFRECATTACH



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

DEC 18 2025

Date

BBB

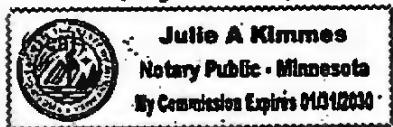
Brenda Bittman

STATE OF MINNESOTA

COUNTY OF STEARNS

DEC 18 2025

Signed and sworn to (or affirmed) before me on
by Brenda Bittman.



Julie A Kimmies
Notary Public

CA137

AFFIDAVIT OF BRENDABITTMAN - 3



AFFRECATTACH

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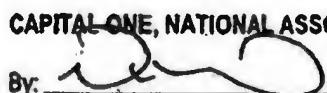
(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23,2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

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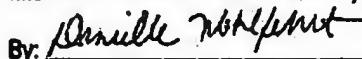
CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Name: Wesley Perkins

Title: Managing Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: 

Name: Danielle Wohlfahrt

Title: MVP Business Development

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AFFIDAVIT OF SALE
OF ACCOUNT
BY CREDITOR

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I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 16th day of April, 2025.



Wesley Perkins
Managing Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

Commonwealth of Virginia

County of Goochland

The forgoing instrument was acknowledged before me this 16 day of April, 2025.

Notary Signature Kierra Alicia Scott

Notary Name: Kierra Alicia Scott



**Master Account Sale Agreement dated April 23, 2021
Account Sale Addendum dated February 25, 2025**

CERTIFICATE OF CONFORMITY

**CERTIFICATE OF CONFORMITY
MADE PURSUANT TO
CPLR 2309(c)
and RPL 299-a**

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Kierra Alicia Scott, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on 4/16/25.

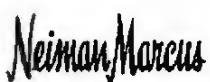
Sarah Carroll

Printed Name



Signed Name

Attorney at Law, Commonwealth of Virginia



Page 1 of 2

Neiman Marcus® Credit Card ending in [REDACTED]
Jan 28, 2025 - Feb 24, 2025 | 28 days in Billing Cycle

Payment Information	
Payment Due Date PAST DUE	For online and phone payments, the deadline is 8pm ET.
New Balance \$3,112.07	Minimum Payment Due \$3,112.07
IMPORTANT: Your account has charged off and is now serviced by the Recoveries department at 1-800-258-9319. Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.	

Account Summary	
Previous Balance	\$3,041.90
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$70.17
New Balance	= \$3,112.07
Available Credit (as of Feb 24, 2025)	N/A

Account Notifications

- ① Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at NeimanMarcus.com/card

Customer Service: 800-685-6695

See reverse for Important Information



SHANTAL PEARSON

[REDACTED]

[REDACTED]

[REDACTED]

Payment Due Date: Past Due

Account ending in [REDACTED]

New Balance \$3,112.07	Minimum Payment Due \$3,112.07	Amount Enclosed \$ _____
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Capital One
P.O. Box 60519
City of Industry CA 91716-0519
[REDACTED]

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

How can I Avoid Paying Interest Charges? We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your statement each month, plus any minimum payment due appearing on your statement. More information about Interest Charges, including treatment of promotional balances, can be found in your Customer Agreement, in the section titled "Interest Charges and Fees." We may display an "Interest Saver Payment" amount on the front of your statement when your account is eligible to avoid interest by paying less than the full statement balance.

How is the Interest Charge Determined? Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan, and 2) multiply the result by the number of days in the billing period.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary

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

P.O. Box 30285, Salt Lake City, UT 84130-0285. 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 or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

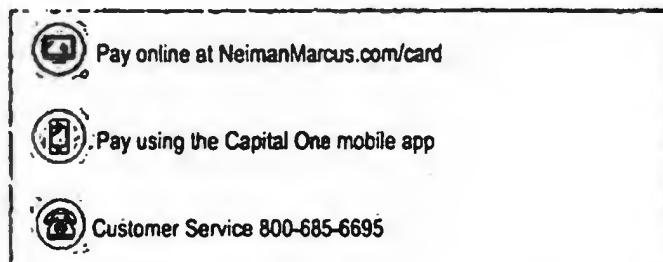
Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) 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, and
- 2) 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: P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

© 2020 Capital One. Capital One is a federally registered service mark.

ETC-32 10/10/2020



Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

*Neiman Marcus***CapitalOne**

Page 2 of 2

Neiman Marcus® Credit Card ending in [REDACTED]
Jan 28, 2025 - Feb 24, 2025 | 28 days in Billing Cycle**Transactions**

Visit			to see detailed transactions.	
SHANTAL PEARSON [REDACTED]: Payments, Credits and Adjustments				
Trans Date	Post Date	Description	Reference Number	Amount
SHANTAL PEARSON [REDACTED]: Transactions				
Trans Date	Post Date	Description	Reference Number	Amount
Fees				
Trans Date	Post Date	Description		Amount
Total Fees for This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$70.17
Interest Charge on Other Balances				\$0.00
Total Interest for This Period				\$70.17
Totals Year-to-Date				
Total Fees charged				\$0.00
Total Interest charged				\$146.64

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	29.74% D	\$3,075.59	\$70.17
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Feb., May, Aug., and Nov.	
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month	

Neiman Marcus**Capital One**

Page 1 of 2

Neiman Marcus® Credit Card ending in [REDACTED]
Jun 27, 2024 - Jul 27, 2024 | 31 days in Billing Cycle**Payment Information**

Payment Due Date Aug 21, 2024	For online and phone payments, the deadline is 8pm ET.
New Balance \$2,494.60	Minimum Payment Due \$106.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

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...
Minimum Payment	13 Years	\$7,268
\$107	3 Years	\$3,849

Estimated savings if balance is paid off in about 3 years: \$3,439

If you would like information about credit counseling services, call 888-326-8055.

Account Summary

Previous Balance	\$2,471.20
Payments	-\$82.00
Other Credits	\$0.00
Transactions	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$65.40
New Balance	= \$2,494.60
Credit Limit	\$2,500.00
Available Credit (as of Jul 27, 2024)	\$5.40

Rewards Summary

Rewards as of: 07/25/2024

Rewards Tier: CIRCLE ONE LEVEL

Rewards Balance 1,366	Visit NeimanMarcus.com or call 888-462-4725 for details. 2024 Points expire 01/31/2025.	
Previous Balance 1,366	Earned This Period 0	Points Redeemed 0

Account Notifications

- (1) You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

Pay or manage your account at NeimanMarcus.com/card

Customer Service: 800-685-6695

See reverse for Important Information

Neiman Marcus**Capital One**

SHANTAL PEARSON

Payment Due Date: Aug 21, 2024

Account ending in [REDACTED]

New Balance \$2,494.60	Minimum Payment Due \$106.00	Amount Enclosed \$ _____
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Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



Save time, stay informed:
Discover new features with
the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the
top-rated Capital One Mobile app.

Capital One
P.O. Box 60519
City of Industry, CA 91716-0519

How can I Avoid Paying Interest Charges? We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your statement each month, plus any minimum payment due appearing on your statement. More information about Interest Charges, including treatment of promotional balances, can be found in your Customer Agreement, in the section titled "Interest Charges and Fees." We may display an "Interest Saver Payment" amount on the front of your statement when your account is eligible to avoid interest by paying less than the full statement balance.

How Is the Interest Charge Determined? Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan, and 2) multiply the result by the number of days in the billing period.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary

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

P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:

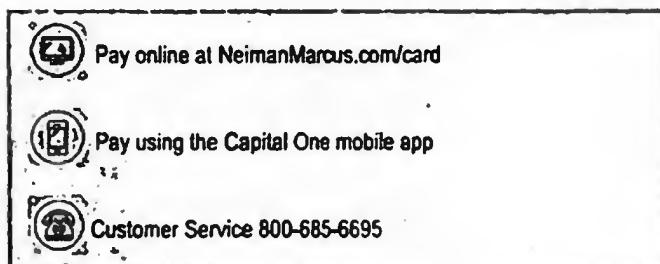
- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 60 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: 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, the following must be true:

- 1) 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, and
 - 2) 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: P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

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ETC-32 10/10/2020



Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Neiman Marcus

Capital One

Page 2 of 2

Neiman Marcus® Credit Card ending in [REDACTED]
Jun 27, 2024 - Jul 27, 2024 | 31 days in Billing Cycle

Transactions

Visit [to see detailed transactions.](#)

SHANTAL PEARSON [REDACTED]: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Reference Number	Amount
Jul 26	Jul 26	Cap 1 ElecPhonePmt VRUAuthDate 25-Jul		\$82.00

SHANTAL PEARSON [REDACTED]: Transactions

Trans Date	Post Date	Description	Reference Number	Amount

Fees

Trans Date	Post Date	Description	Amount
Jul 22	Jul 22	PAST DUE FEE	\$40.00

Total Fees for This Period \$40.00

Interest Charged

Interest Charge on Purchases	\$65.40
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$65.40

Totals Year-to-Date

Total Fees charged	\$69.00
Total Interest charged	\$398.80

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	30.74% D	\$2,505.13	\$65.40

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Feb., May, Aug., and Nov.
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month

EXHIBIT A

BILL OF SALE

Comenity Capital Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date October 29, 2024 of all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

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

Comenity Capital Bank



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

Comenity Capital Bank

By: Bruce Sweeten

Date: 12/4/2024

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Wolfenut

Date: 01/02/2025

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
PROD.CM.AHSA.MASTER.FILE.WFCB.[REDACTED];PROD.LC.AHSA.MASTER.FILE.WFCB.[REDACTED]
delivered by Comenity Capital Bank to Midland Credit Management, Inc. on October 23, 2024 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
[REDACTED]	[REDACTED]	[REDACTED]	10/23/2024

EXHIBIT B
CLOSING STATEMENT

Agreement Date:	October 25, 2019
Seller:	Comenity Capital Bank
Purchaser:	Midland Credit Management, Inc.
File Number:	PROD.CM.AHSA.MASTER.FILE.WFCB [REDACTED] ; PROD.LC.AHSA.MASTER.FILE.WFCB [REDACTED]
Number of Accounts:	[REDACTED]
Total Unpaid Purchase Balance:	[REDACTED]
Purchase Price Percentage:	[REDACTED]
Purchase Price	[REDACTED]
File Creation Date	October 23, 2024
Closing Date:	October 29, 2024
Wiring Instructions:	[REDACTED]

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On 12/4/2024, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Capital Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 10/29/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Capital Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted

by) a person. (i)with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

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

FURTHER AFFIANT SAYETH NOT.

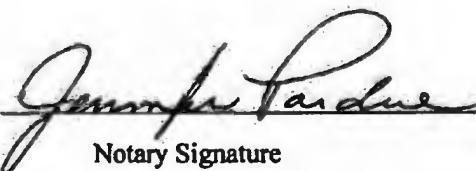
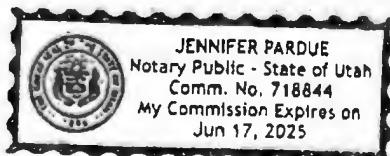
Signed this 4th day of December, 2024.



Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 4th (date) day of December, in the year 2024, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)


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.

12/17/2024

Date



Attorney at Law for the State of Utah

Field	Field Data
Account Number	00 [REDACTED]
Seller Account ID	[REDACTED]
First Name	SHANTAL
Last Name	PEARSON
SSN	[REDACTED]
Date of Birth	[REDACTED]
Address 1	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip	[REDACTED]
Open Date	12/01/2019
Last Purchase Date	10/17/2022
Last Purchase Amount	\$43.63
Last Payment Date	02/21/2024
Last Payment Amount	\$75.00
Sale Amount	\$2,204.17
Charge Off Date	09/30/2024
Charge off Balance	\$2,204.17
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	SAKS
Alternate Account #1	[REDACTED]
Alternate Account #2	[REDACTED]

Account information provided by Comenity Capital Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 10/29/2024 in connection with the sale of accounts from Comenity Capital Bank to Midland Credit Management, Inc.

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF LADEJA STANSIL

SHANTAL PEARSON,

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 COMENITY CAPITAL BANK/SAKS account XXXXXXXXXXXXXXXXX (MCM Number [REDACTED] 8) (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



AFFRECATTACH

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

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

5. MCM's records show that the Account was charged off on 2024-09-30 with a balance of \$2,204.17. On or about 2024-10-29, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$2,204.17. As of 2025-11-30, MCM's records show that the balance of \$2,204.17 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$2,204.17 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. COMENITY CAPITAL BANK 2024-10-29

2. Midland Credit Management, Inc.

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

AFFIDAVIT OF LADEJA STANSIL - 2



AFFRECATTACH

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

DEC 19 2025

Date



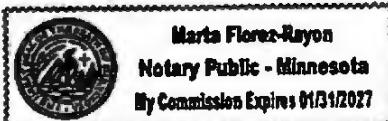
LaDeja Stansil

STATE OF MINNESOTA

COUNTY OF STEARNS

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

DEC 19 2025



Notary Public

CA137

AFFIDAVIT OF LADEJA STANSIL - 3



AFFRECATTACH

EXHIBIT A

BILL OF SALE

Comenity Capital Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date October 29, 2024 of all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

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

Comenity Capital Bank



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

Comenity Capital Bank

By: Brian A. Sauer

Date: 01/27/2024

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Nohlen

Date: 01/02/2025

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 PROD.CM.AHSA.MASTER.FILE.WFCB.[REDACTED];PROD.LC.AHSA.MASTER.FILE.WFCB.[REDACTED] delivered by Comenity Capital Bank to Midland Credit Management, Inc. on October 23, 2024 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
[REDACTED]	[REDACTED]	[REDACTED]	10/23/2024

EXHIBIT B
CLOSING STATEMENT

Agreement Date:	October 25, 2019	
Seller:	Comenity Capital Bank	
Purchaser:	Midland Credit Management, Inc.	
File Number:	PROD.CM.AHSA.MASTER.FILE.WFCB [REDACTED] ; PROD.LC.AHSA.MASTER.FILE.WFCB [REDACTED]	
Number of Accounts:		
Total Unpaid Purchase Balance:		
Purchase Price Percentage:		
Purchase Price		
File Creation Date	October 23, 2024	
Closing Date:	October 29, 2024	
Wiring Instructions:		

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On 12/4/2024, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Capital Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 10/29/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Capital Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted

by) a person. (i)with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

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

FURTHER AFFIANT SAYETH NOT,

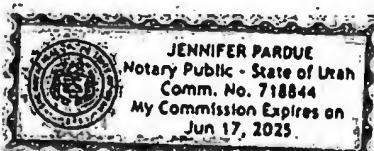
Signed this 4th day of December, 2024.



Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 4th (date) day of December, in the year 2024, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

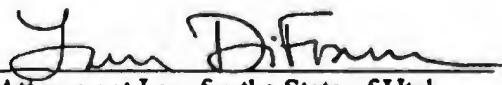

Notary Signature

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.

12/17/2024
Date



Attorney at Law for the State of Utah

PAGE 1 OF 4

Summary of account activity		Payment information	
Account no.	*****-****-****	New balance	\$2,204.17
Previous balance	\$2,112.63	Minimum payment due	\$682.00
Payments	-0.00	Payment due date	10/07/2024
Other credits	-0.00	Minimum Payment Warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
Purchases	+0.00	If you make no additional charges using this card and a each month you pay:	You will pay off the balance shown on the statement in about:
Other debits	+0.00	Only the minimum payment	9 years \$4,578
Fees charged	+40.00	For information regarding credit counseling services, call 1-800-264-1708.	
Interest charged	\$1.54		
New balance	\$2,204.17		
Past due amount	\$608.00		
Credit limit	\$2,000.00		
Available credit	\$0.00		
Statement closing date	09/12/2024		
Days in billing cycle	30		

Details of your transactions			
TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT	
Fees			
09/07/2024	LATE FEE	40.00	
	TOTAL FEES FOR THIS PERIOD	\$40.00	
Interest charged			
	Interest Charge on Purchases	\$1.54	
	Total Interest For This Period	\$1.54	
2024 totals year to date			
	Total fees charged in 2024	\$200.00	
	Total Interest charged in 2024	\$418.86	

YOUR ACCOUNT IS CURRENTLY CLOSED.

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)	222.95 (DA)	6.35
SAKSV 2422601 SAKS PURCHASES	29.24% (v)	1,922.38 (DA)	46.19

NOTICE: See reverse side for important information.

Please see back or perforation above

Saks Fifth Avenue

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

Account number	*****-****-****
New balance	\$2,204.17
Minimum payment	\$682.00

Mailed payments must reach us by 5pm ET on 10/07/2024.

\$

Please make check payable to:
COHENITY - SAKS CREDIT CARD

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

SHANTAL PEARSON
[REDACTED]

[REDACTED]

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at: Community Capital Bank, PO Box 182120, Columbus, OH 43218-3820.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Date:** Indicate the date 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 fees related to that amount.
- We'll do our best to have the amount in question, or report you as responsible for the remainder of your balance.
- We can apply any unpaid amounts 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 purchased must have been made in your name alone or while 100 miles of your current mailing address, and the purchase price must have been more than \$50. (State Law of these is necessary if your purchase was based on an advertisement you received by mail, or if we sent 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 did not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Community Capital Bank, PO Box 182120, Columbus, OH 43218-3820.

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

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

NOTICE OF CREDIT REPORT DISPUTES:
If you believe information we reported to a consumer reporting agency is inaccurate, notify us at Community Capital Bank, PO Box 182120, Columbus, OH 43218-3820. Please provide:

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

Send all bankruptcy notices and related correspondence to Community Capital Bank, Bankruptcy Department, PO Box 143443, Columbus, OH 43218-3843.

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

HOW TO AVOID PAYING INTEREST. Your due date is at least 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 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 types of percentages used in the balance include Interest Rate (either in the Interest Charge Calculation section on the statement or on the following).

(A) We figure the interest charges on this balance by applying the periods due 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 (paying any new credit balances on a zero balance). This gives us the daily balance.

CUSTOMER SERVICE: Visit COMMUNITY.NET/BANKS or call 1-800-979-7287 (TDD/TTY 1-800-679-1813). Send all inquiries to CUSTOMER SERVICE, PO Box 182120, Columbus, OH 43218-3820.

TELEPHONE BANKING: To provide you with high-quality service, phone communication with us is standard under regulation.

ADDITIONAL INFORMATION: Information on your statement since the last 12 months includes: (a) new rate (b) INT PAY NO means PAYMENT DUE, PAYMENT, PAYMENT; (c) INT LOW PAY means PAYMENT, PAYMENT, PAYMENT; (d) INT DEFER means DEFERRED INTEREST, DEFERRED PAYMENT; (e) INT EO PAY means DEFERRED INTEREST, EQUAL PAYMENT; (f) INT LOW PAY means DEFER INTEREST, EQUAL PAYMENT and LOW APR PAY means LOW APR EQUAL PAYMENT. You may pay off all of your Account balance at any time without penalty.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION: When you provide a check or 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 on a check conversion.

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

Mail or Overnight: Postmark date, 8:00 a.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 Kaliway Drive, Suite 120, Carrollton, TX 75006 (overnight).
- Include your payment stub, use the return envelope provided with your statement, and 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 one correspondence with your payment or send cash or gift certificates.

Pay By Phone: (IntraNet lines 8:00 a.m. ET): Call us toll free at 1-800-979-7287 (TDD/TTY 1-800-679-1813).
Online: (IntraNet lines 8:00 a.m. ET): Visit COMMUNITY.NET/BANKS.
In-store: By the time the store closes at the location you make your payment.

New Information

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

Details of your plans

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	212.47	40.00	0.00	257.82	0.35
BALJSV-247280 You must pay your plan balance of \$1,946.35 in full by NONE to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
\$1,900.16	08/13/2024	NONE	1,900.16	0.00	0.00	1,946.35	0.00

Additional important messages

Your credit account is closed. A monthly billing statement will be sent until the balance is paid in full. You do not have any available credit due to your account being closed.

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 1-855-817-8089 (TDD/TTY 1-888-819-1916) 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.

Find out how to shop safely online at onguardonline.gov

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SAKSFIRST



Page 1 of 3

SaksFirst Credit Card ending in [REDACTED]

Feb 12, 2024 - Mar 13, 2024 | 31 days in Billing Cycle

Payment Information					
Payment Due Date Apr 07, 2024	For online and phone payments, the deadline is 8pm ET.				
New Balance \$1,791.50	Minimum Payment Due \$185.00				
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.					
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:					
<table border="1"> <tr> <td>Minimum Payment</td> <td>10 Years</td> <td>\$4,445</td> </tr> </table>			Minimum Payment	10 Years	\$4,445
Minimum Payment	10 Years	\$4,445			
<p>If you make only the minimum payment shown above, you will end up paying additional charges using the minimum shown. An estimated total of this card's balance would be [REDACTED] if you continued to make only the minimum payment each month for 10 years.</p> <p>If you would like information about credit counseling services, call 1-888-326-8055.</p>					

Account Summary	
Previous Balance	\$1,782.80
Payments	- \$75.00
Other Credits	\$0.00
Transactions	+ \$0.00
Fees Charged	+ \$40.00
Interest Charged	+ \$43.70
New Balance	= \$1,791.50
Credit Limit	\$2,000.00
Available Credit (as of Mar 13, 2024)	\$208.50



Get your account back on track.

Visit capitalone.com to make a payment today.

300080

Pay or manage your account at saks.capitalone.com

Customer Service: 1-800-221-8340

See reverse for Important Information



SHANTAL PEARSON

Payment Due Date: Apr 07, 2024

Account ending in [REDACTED]

New Balance \$1,791.50	Minimum Payment Due \$185.00	Amount Enclosed \$ _____
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Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.



Save time, stay informed.
Discover new features with
the Capital One® mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Capital One
P.O. Box 60519
City of Industry, CA 91716-0519

How can I Avoid Paying Interest Charges? We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your statement each month, plus any minimum payment due appearing on your statement. More information about Interest Charges, including treatment of promotional balances, can be found in your Customer Agreement, in the section titled "Interest Charges and Fees." We may display an "Interest Saver Payment" amount on the front of your statement when your account is eligible to avoid interest by paying less than the full statement balance.

How is the Interest Charge applied? Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing interest charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before interest charges stop being posted to your statement. Interest charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess interest charges.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we: 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your interest charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan other than Same As Cash Credit Plans, and 2) multiply the result by the number of days in the billing period. For Same As Cash Credit Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current Billing Cycle. The interest charge for Same As Cash Credit Plans is the total of:

- the applicable daily periodic rate (APR divided by 365) for the current Billing Cycle times the daily balance for each day in the current Billing Cycle; plus
- the applicable daily periodic rate for each prior Billing Cycle times the daily balances of the Credit Plan for each day during each prior Billing Cycle.

We add the interest charges for all Credit Plans together. The result is your total interest charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs. If your Account has a Same as Cash Credit Plan balance, we will treat that balance as having a 0% APR for this purpose, until the last two Billing Cycles of the promotional period. During the last two Billing Cycles of the promotional period, we will apply payments exceeding the minimum payment to the Same as Cash Credit Plan(s) that is expiring, in the order of expiration date.

Billing Rights Summary

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: P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:

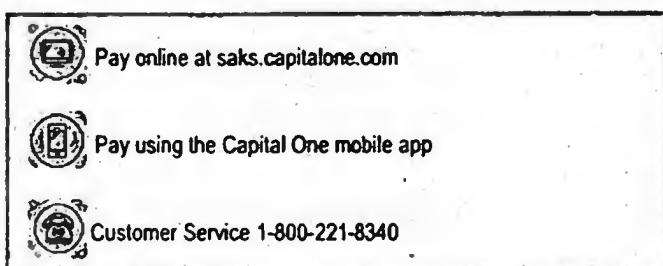
- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: 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, the following must be true:

- 1) 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; and
 - 2) 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 P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

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ETC-06 10/01/2020



Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Page 2 of 3

SaksFirst Credit Card ending in [REDACTED]
Feb 12, 2024 - Mar 13, 2024 | 31 days in Billing Cycle

Transactions

Visit [www.capitalone.com](#) to see detailed transactions.

SHANTAL PEARSON # [REDACTED]: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Reference Number	Amount
Feb 21	Feb 21	CAPITAL ONE ONLINE PYMTAuthDate 21-Feb		\$75.00

SHANTAL PEARSON # [REDACTED]: Transactions

Trans Date	Post Date	Description	Reference Number	Amount

Trans Date	Post Date	Description	Amount
Mar 7	Mar 7	PAST DUE FEE	\$40.00
Total Fees for This Period			\$40.00

Interest Charged

Interest Charge on Saks Purchases	\$41.74
Interest Charge on Purchases	\$1.96
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$43.70

Total Year-to-Date

Total Fees charged	\$80.00
Total Interest charged	\$126.02

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Saks Purchases	29.24% D	\$1,680.87	\$41.74
Other Purchases	29.24% D	\$78.89	\$1.96

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that begin in Jan., April, July, and Oct.
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month



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SaksFirst Credit Card ending in [REDACTED]

Feb 12, 2024 - Mar 13, 2024 | 31 days in Billing Cycle

Account Notifications

- (1)** For questions about this account, please give us a call at 1-800-955-6600. We'll be glad to help you Monday through Friday from 8 a.m. to 11 p.m. ET, and Saturday and Sunday from 8 a.m. to 5 p.m. ET.
- (1)** You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.