

CAUSE NO. JPC-26-01648-51

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

LIYAN SERRANO  
Defendant

IN THE JUSTICE COURT  
PRECINCT 5 PLACE 1  
DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

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

**Discovery Level**

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

**Parties and Service of Citation**

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

3. The Defendant resides within the venue of the above referenced court and may be served at the following address, or wherever the Defendant may be found:

LIYAN SERRANO  
228 W 7TH ST APT 524  
DALLAS, TX 75208-0460

**Venue and Jurisdiction; Relief Sought**

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

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

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

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

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

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

### Count I

8. Defendant had an account with CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about August 20, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXXXX-9257
DATE OF CHARGE-OFF:	July 17, 2024
CHARGE-OFF BALANCE:	\$5,354.66
DATE OF ORIGINATION:	January 04, 2018

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant Dallas County Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action Justice of the Peace Pct 5-1 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 November 06, 2025, Defendant has refused and failed to remit the remaining principal amount of \$5,354.66. No interest (0%) is accruing on the account.

### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$5,354.66 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 \$5,354.66;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

FILED  
1/23/2026 12:44 PM

Dallas County

Justice of the Peace Pct 5-1

Respectfully submitted

By: Christopher Attocknie

MIDLAND CREDIT MANAGEMENT, INC.



Sunny Park

---

Brian Staley, Texas Bar No. 00797483

Michael Young, Texas Bar No. 24037759

Peter Newman, Texas Bar No. 24106928

Juan Goenaga, Texas Bar No. 00797868

Cynthia Stevens, Texas Bar No. 24129749

Genail Logan, Texas Bar No. 24117754

Sunny Park, Texas Bar No. 24149285

John Gillespie, Texas Bar No. 07926300

Amanda Okoli, Texas Bar No. 24140904

Eliel Escobedo Jr., Texas Bar No. 24124860

David D. Backer, Texas Bar No. 24128895

Kristy 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.

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT  
Plaintiff, §  
§  
vs. § PRECINCT 5 PLACE 1  
§  
LIYAN SERRANO §  
Defendant. § DALLAS COUNTY, TEXAS

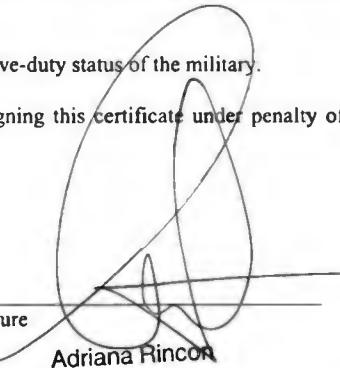
EXHIBIT "B"

CERTIFICATE OF NON-MILITARY STATUS

I am employed by MIDLAND CREDIT MANAGEMENT, INC., the servicer for MIDLAND CREDIT MANAGEMENT, INC., Plaintiff in this case. I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained on Plaintiff's behalf. I have access to and have reviewed the electronic records pertaining to the account and am authorized to make this certificate on Plaintiff's behalf. The electronic records reviewed consist of data acquired from the seller when Plaintiff purchased the account, together with records generated in connection with servicing the account since the day the account was purchased by Plaintiff. In addition, I reviewed the documents that are attached.

Pursuant to the attachment, Defendant is not in active-duty status of the military.

I am declaring the above to be true, and I am signing this certificate under penalty of perjury.



The image shows a handwritten signature in black ink, which appears to be "Adriana Rincon". The signature is fluid and cursive, with some loops and variations in thickness. It is positioned above a horizontal line that also contains the printed name "Adriana Rincon".

Printed Name

Department of Defense Manpower Data Center

Results as of : Dec-17-2025 08:19 AM EST

SCRA 5.27

**Status Report  
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-9787

Birth Date: Dec-XX-1979

Last Name: SERRANO

First Name: LIYAN

Middle Name:

Status As Of: Dec-17-2025

Certificate ID: 208B5J44071KF4Z

NA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
----	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

---

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq., as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARS), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

FILED  
1/23/2026 12:44 PM  
Dallas County  
Justice of the Peace Pct 5-1  
By: Christopher Attocknie

# EXHIBIT A

**BILL OF SALE AND ASSIGNMENT**

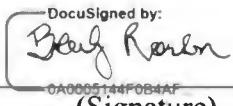
March 2022 Brands Fresh 180 Day Flow Lot 2

THIS BILL OF SALE AND ASSIGNMENT dated August 20, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

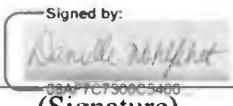
For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "Master Purchase Agreement"), and that certain Addendum No. 2 dated December 14, 2023 between Bank and Buyer (the "Addendum," together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

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

**Citibank, N.A.**

By:   
 DocuSigned by:  
 Brandy Reardon  
 0A0005144F0B4AF  
 (Signature)

Name: Brandy ReardonTitle: Authorized Party**Midland Credit Management, Inc.**

By:   
 Signed by:  
 Danielle Wohlfahrt  
 0817C7500C5400  
 (Signature)

Name: Danielle WohlfahrtTitle: MVP, BD & Strategic Partnerships

1/23/2026 12:44 PM

Dallas County

Contract ID: MC8MUMAAJ20623  
Addendum ID: MC8MUMAAJ21423C2  
Document ID: 080724MC1MU4FMAT  
By: Christopher Attocknie**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot2-0824 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	080724MC1MU4FM	[REDACTED]	[REDACTED]	8/7/2024	[REDACTED]

1/23/2026 12:44 PM

Contract ID: MC8MUMAA120623  
 Addendum ID: MC8MUMAA121423C2  
 Document ID: 080729MC8MUMAA120623  
 Dallas County Justice of the Peace Pct 5-1  
 By Christopher Attocknie

**AFFIDAVIT OF SALE OF ACCOUNTS**

**State of Missouri**  
**County of Platte**

Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

On or about August 20, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 2 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

Executed on August 28, 2024.



(Signature)

Terri Bergman  
 Printed Name

**State of Missouri** )  
 ) ss  
**County of Platte** )

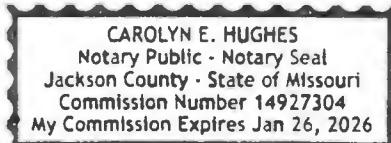
On this 28 day of Aug, 2024, before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]

Midland 120623

1



Field	Field Data
Account Number	[REDACTED] 257
First Name	LIYAN
Last Name	SERRANO
SSN	XXX-XX-9787
Date of Birth	[REDACTED]
Address 1	636 THAD DR
City	IRVING
State	TX
Zip	75061
Open Date	01/04/2018
Last Purchase Date	01/10/2024
Last Payment Date	12/26/2023
Last Payment Amount	\$150.00
Sale Amount	\$5,354.66
Charge Off Date	07/17/2024
Charge off Balance	\$5,354.66
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	AADVANTAGE PLATINUM
Alternate Account #1	[REDACTED] 0797
Alternate Account #2	[REDACTED] 7350

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 08/20/2024 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

FILED  
1/23/2026 12:44 PM  
Dallas County  
Justice of the Peace Pct 5-1  
By: Christopher Attocknie

# EXHIBIT B

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF NANCY CORONILLA

LIYAN SERRANO,

Defendant(s).

- 
- Nancy Coronilla, whose business address is 600 W. Saint Germain St Suite 200, St. Cloud, MN 56301-3616, certifies and says:
1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CITIBANK, N.A./ADVANTAGE PLATINUM account XXXXXXXXXXXXXXX9257 (MCM Number 328449898) (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 NANCY CORONILLA - 1



328449898



AFFRECATTACH



25-378675

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 2024-07-17 with a balance of \$5,354.66. On or about 2024-08-20, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$5,354.66. As of 2025-11-06, MCM's records show that the balance of \$5,354.66 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$5,354.66 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CITIBANK, N.A. 2024-08-20

2. Midland Credit Management, Inc.

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

LEFT BLANK INTENTIONALLY

---

AFFIDAVIT OF NANCY CORONILLA - 2



328449898



AFFRECATTACH

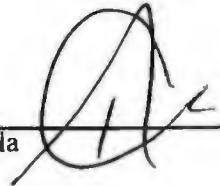


25-378675

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

DEC 08 2025  
Date

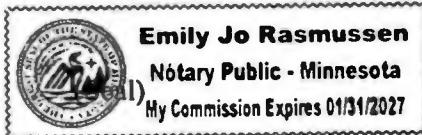
Nancy Coronilla



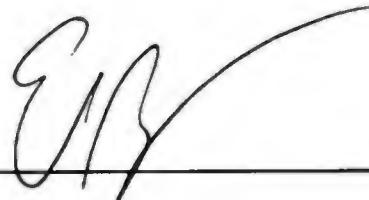
STATE OF MINNESOTA  
COUNTY OF STEARNS

DEC 08 2025

Signed and sworn to (or affirmed) before me on \_\_\_\_\_  
by Nancy Coronilla.



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



CA137

AFFIDAVIT OF NANCY CORONILLA - 3



328449898



AFFRECATTACH



25-378675

**BILL OF SALE AND ASSIGNMENT**

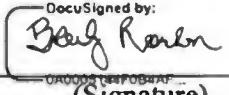
March 2022 Brands Fresh 180 Day Flow Lot 2

THIS BILL OF SALE AND ASSIGNMENT dated August 20, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "Bank") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

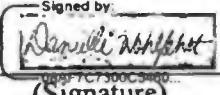
For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "Master Purchase Agreement"), and that certain Addendum No. 2 dated December 14, 2023 between Bank and Buyer (the "Addendum," together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

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

**Citibank, N.A.**

By:   
(Signature)

Name: Brandy ReardonTitle: Authorized Party**Midland Credit Management, Inc.**

By:   
(Signature)

Name: Danielle wohlfahrtTitle: MVP, BD & Strategic Partnerships

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot2-0824 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 2	080724MC1MU4FM	[REDACTED]	[REDACTED]	8/7/2024	[REDACTED]

**AFFIDAVIT OF SALE OF ACCOUNTS**

**State of Missouri**  
**County of Platte**

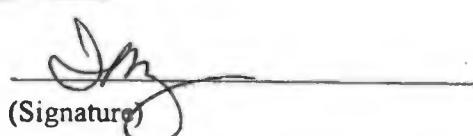
Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records. Original Creditor's records were made and kept in the regular course of business by, or from information transmitted by, a person with knowledge and it was the regular course of such business to make and keep the records in the course of a regularly conducted business activity. The records were made at or near the time of the events recorded. Based on my review of Original Creditor's books and records, I have personal knowledge of the facts set forth in this affidavit.

On or about August 20, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 2 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

Executed on August 28, 2024.

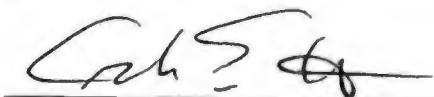


(Signature)

Terri Bergman  
 Printed Name

State of Missouri      )  
                         ) ss  
 County of Platte      )

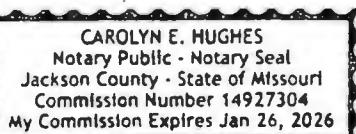
On this 28 day of Aug, 2024, before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



[SEAL]

Midland 120623

1



1/23/2026 12:44 PM

Dallas County

Justice of the Peace Pct 5-1

**CITI** By: Christopher Attocknie  
AAdvantage

## CITI®/ADVANTAGE® PLATINUM SELECT CARD

## LIYAN SERRANO

Member Since 2018 Account number ending in: 9257

Billing Period: 06/20/24-07/17/24

**Billing Inquiries and Customer Service**  
 80X 6500 SIOUX FALLS, SD 57117  
 1-800-925-8871, (TTY: 711)  
[www.citicards.com](http://www.citicards.com)

**JULY STATEMENT**

<b>Minimum payment due:</b>	<b>\$5,354.66</b>
<b>New balance as of 07/17/24:</b>	<b>\$5,354.66</b>
<b>Payment due date:</b>	<b>07/17/24</b>

**Late Payment Warning:** If we do not receive your Minimum Payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$5,355

For information about credit counseling services, call 1-877-337-8188 (TTY: 711).

**Account Summary**

Previous balance	\$5,232.93
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$121.73
<b>New balance</b>	<b>\$5,354.66</b>

**Credit Limit**

Revolving Credit limit	\$4,220
Includes \$0 cash advance limit	

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

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



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

<b>Minimum payment due</b>	<b>\$5,354.66</b>
<b>New balance</b>	<b>\$5,354.66</b>
<b>Payment due date</b>	<b>07/17/24</b>

**Amount enclosed:**

Account number ending in 9257  
 Please make check payable to CITI CARDS.

000000 WE 32 A 0

LIYAN SERRANO  
 636 THAD DR  
 IRVING TX 75061-6906

CITI CARDS  
 PO BOX 78081  
 PHOENIX AZ 85062-8081

15009 0535466 0535466 0015000 [REDACTED] 9257 1300

1/23/2026 12:44 PM

Dallas County

Justice of the Peace Pct 5-1

Customer Service 1-800-925-8871

Page 2 of 2

By Christopher Attocknie

[www.citicards.com](http://www.citicards.com)

LIYAN SERRANO

**Account Summary**

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

**Fees charged**

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

**Interest charged**

Date	Description	Amount
07/17	INTEREST CHARGED TO STANDARD PURCH	\$121.73
	<b>Total interest charged in this billing period</b>	<b>\$121.73</b>

**2024 totals year-to-date**

Total fees charged in 2024	\$304.00
Total interest charged in 2024	\$834.19

**Interest charge calculation**

Days in billing cycle: 28

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.99% (V)	\$5,291.39 (D)	\$121.73
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

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

**Account messages**

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

©2024 Citibank, N.A.

Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world. American Airlines, American Eagle, AAdvantage, AAdvantage Million Miler, MileSAAver, Business Extra, Flagship, Admirals Club, Platinum Pro, AAdvantage MileUp, AA Cargo, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc.

1/23/2026 12:44 PM

Dallas County

Justice of the Peace Pct 5-1

**CITI** By: Christopher Attocknie

## CITI®/AADVANTAGE® PLATINUM SELECT CARD

LIYAN SERRANO

Member Since 2018 Account number ending in: 9257

Billing Period: 12/20/23-01/17/24

## Billing Inquiries and Customer Service

BOX 6500 SIOUX FALLS, SD 57117

1-888-766-CITI(2484), (TTY: 711)

www.citicards.com

## JANUARY STATEMENT

<b>Minimum payment due:</b>	<b>\$602.19</b>
<b>New balance as of 01/17/24:</b>	<b>\$4,458.19</b>
<b>Payment due date:</b>	<b>02/15/24</b>

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

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	14 years(s)	\$12,221

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

Your account is past due \$176.28 and over the credit limit by \$238.19. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overlimit Amount.

## Account Summary

Previous balance	\$4,304.14
Payments	-\$150.00
Credits	-\$0.00
Purchases	+\$62.33
Cash advances	+\$0.00
Fees	+\$140.00
Interest	+\$101.72
<b>New balance</b>	<b>\$4,458.19</b>

## Credit Limit

Revolving Credit limit	\$4,220
Includes \$0 cash advance limit	

AMERICAN AIRLINES  
AADVANTAGE® MILES



AAdvantage® Miles  
Earned this period:

**62**

» See page 3 for more information about your rewards

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

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



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

<b>Minimum payment due</b>	<b>\$602.19</b>
<b>New balance</b>	<b>\$4,458.19</b>
<b>Payment due date</b>	<b>02/15/24</b>

## Amount enclosed:

Account number ending in 9257  
Please make check payable to CITI CARDS.

000000 WE 00 A 0

LIYAN SERRANO  
636 THAD DR  
IRVING TX 75061-6906

CITI CARDS  
PO BOX 78081  
PHOENIX AZ 85062-8081

15009 0060219 0445819 0015000 9257 1308

1/23/2026 12:44 PM

Dallas County

Justice of the Peace Pct 5-1

Customer Service 1-888-766-CITI(2484) Page 2 of 2  
BY Christopher Attocknie  
(T.T. 71)

www.citicards.com

LIYAN SERRANO

**Account Summary**

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

**Payments, Credits and Adjustments**

12/26	ONLINE PAYMENT, THANK YOU	\$150.00
-------	---------------------------	----------

**Standard Purchases**

01/02	01/02	ALBERTSONS #4289	DALLAS TX	\$45.28
01/06	01/06	ALBERTSONS #4289	DALLAS TX	\$9.07
01/08	01/08	ALBERTSONS #4289	DALLAS TX	\$7.98

**Fees charged**

Date	Description	Amount
01/17	MEMBERSHIP FEE JAN 24-DEC 24	
	SEE REVERSE FOR MORE RENEWAL INFORMATION	\$99.00
01/17	LATE FEE - DEC PAYMENT PAST DUE	\$41.00
<b>Total fees charged in this billing period</b>		<b>\$140.00</b>

**Interest charged**

Date	Description	Amount
01/17	INTEREST CHARGED TO STANDARD PURCH	\$101.72
<b>Total interest charged in this billing period</b>		<b>\$101.72</b>

**2024 totals year-to-date**

<b>Total fees charged in 2024</b>	<b>\$140.00</b>
<b>Total interest charged in 2024</b>	<b>\$101.72</b>

**Interest charge calculation**

Days in billing cycle: 29

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	29.99% (V)	\$4,269.05 (D)	\$101.72
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

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

**Account messages**

Your account is past due \$176.28 and over the credit limit by \$238.19. Please pay at least the Minimum Payment Due, which includes a past due amount and an Overlimit Amount. If you have already sent us this payment, thank you.

©2023 Citibank, N.A.

Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world. American Airlines, American Eagle, AAdvantage, AAdvantage Million Miler, MileSAAver, Business Extra, Flagship, Admirals Club, Platinum Pro, AAdvantage MileUp, AA Cargo, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc.

AADVANTAGE®  
MILES EARNED  
THIS PERIOD:

**62****Purchase****62****Accumulated This Period****62**

» Visit [aa.com/aadvantage](http://aa.com/aadvantage) to redeem miles, book flights and much more

American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward AAdvantage® status qualification or AAdvantage Million Miler™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage). American Airlines, American Eagle, AAdvantage®, AAdvantage Million Miler™, MileSAAver, Business Extra, Flagship, Admirals Club, AirPass, ConciergeKey, AAdvantage Executive Platinum®, AAdvantage Platinum Pro®, AAdvantage Platinum®, AAdvantage Gold®, AAdvantage MileUp®, AA Cargo™, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc.