

CAUSE NO. 31DC2600846

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

DAVID S GUY aka DAVID GUY  
Defendant

IN THE JUSTICE COURT

PRECINCT 3 PLACE 1

Filed Justice Court Pct 3 Place 1  
Bexar County, Texas  
2/4/2026 3:30 PM  
EC

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of DAVID S GUY aka DAVID GUY, 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:

DAVID S GUY aka DAVID GUY  
5903 BABCOCK RD APT 2006  
SAN ANTONIO, TX 78240-2173

**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 SYNCHRONY BANK. Plaintiff purchased Defendant's debt on or about November 15, 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:	SYNCHRONY BANK
ACCOUNT NO.:	XXXXXXXXXXXX-2880
DATE OF CHARGE-OFF:	September 29, 2024
CHARGE-OFF BALANCE:	\$5,379.58
DATE OF ORIGINATION:	July 26, 2019

#### **Count II**

Defendant had an account with CREDIT ONE BANK, N.A.. Plaintiff purchased Defendant's debt on or about October 17, 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:	CREDIT ONE BANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-1619
DATE OF CHARGE-OFF:	September 16, 2024
CHARGE-OFF BALANCE:	\$1,727.69
DATE OF ORIGINATION:	September 02, 2022

### Count III

Defendant had an account with CREDIT ONE BANK, N.A.. Plaintiff purchased Defendant's debt on or about October 17, 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:	CREDIT ONE BANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-7501
DATE OF CHARGE-OFF:	September 17, 2024
CHARGE-OFF BALANCE:	\$2,851.67
DATE OF ORIGINATION:	July 03, 2018

### 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 January 04, 2026, Defendant has refused and failed to remit the remaining principal amount of \$5,379.58. No interest (0%) is accruing on the account.

Demand for payment has been made by Plaintiff on Count II, and as of January 04, 2026, Defendant has refused and failed to remit the remaining principal amount of \$1,727.69. No interest (0%) is accruing on

the account.

Demand for payment has been made by Plaintiff on Count III, and as of January 04, 2026, Defendant has refused and failed to remit the remaining principal amount of \$2,851.67. No interest (0%) is accruing on the account.

### **Damages**

Plaintiff seeks liquidated damages on:

Count I in the amount of \$5,379.58  
Count II in the amount of \$1,727.69  
Count III in the amount of \$2,851.67

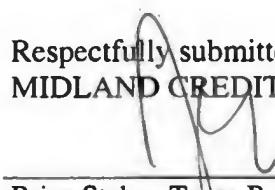
### **Conditions Precedent**

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 \$9,958.94;
- 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.

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

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

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

## **EXHIBIT A**



## BILL of SALE

### Midland (SFFSMFRS) – PSCC Fresh – November 2024

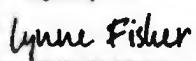
Transfer Date: 11/09/2024

For value received and in further consideration of the mutual covenants and conditions set forth in the Master Account Sale Agreement (the "Agreement"), dated as of this 13<sup>th</sup> day of February, 2023 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C., Synchrony Card Funding, LLC, and Retail Finance Credit Services, LLC (collectively "Seller") and Midland Credit Management, Inc. ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, the Accounts as set forth in the Notification File (as defined in the Agreement and Account Addendum dated 2/2/2024) named IC\_SFFSMFRS\_DMPLA\_DebtManager-20241110042335053435000-453308-PLCMNT-EXPORT.xml.gz, delivered by Seller to Buyer on or about the 9<sup>th</sup> day of November, 2024, and as further described in the Agreement.

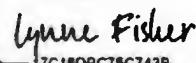
Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized in the Notification Files, the Seller represents and warrants to Buyer that (i) the Account information constitutes the Seller's own business records and accurately reflects in all material respects the information in the Seller'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 Seller's business to maintain and compile such data.

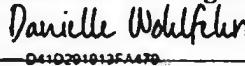
#### Synchrony Bank

By:  11/26/2024  
Lynne Fisher  
SVP Recovery Operations

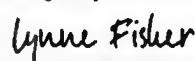
#### RFS Holding, LLC

By:  11/26/2024  
Lynne Fisher  
Duly Authorized Signatory

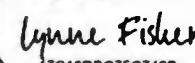
#### Midland Credit Management, Inc.

By:  11/26/2024  
Danielle Wohlfahrt  
Managing Vice President,  
Business Development & Strategic Partnerships

#### Synchrony Card Funding, LLC

By:  11/26/2024  
Lynne Fisher  
Duly Authorized Signatory

#### Retail Finance Credit Services, LLC

By:  11/26/2024  
Lynne Fisher  
Vice President

QC APPROVED

By:  \_\_\_\_\_  
Sushila Pradhan  
Date:  11/22/2024

Purchase Price Reconciliation/Funding Instructions

November 12, 2024

To: Midland

THIS ACCOUNT SALE ADDENDUM (the "Addendum") is entered into this 2nd day of February, 2024 by and among Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, LLC, Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC, ("Seller") and Midland Credit Management, Inc. ("Buyer"). Hereinafter Seller and Buyer are each referred to as a "party" and collectively, as the "parties", for themselves and their respective successors and permitted assigns.

Portfolio	<u>Debt Manager</u>
Agcy_Atty Code	<u>SFFSMFRS</u>
Total Number of Accounts	
Outstanding Balances on Transfer Date:	
Cut-Off Date	<u>November 9, 2024</u>
Transfer Date	<u>November 9, 2024</u>
Purchase Price Factor	
Purchase Price	
0% Holdout	
Amount of Wire transfer	
Date of Funding (no later than):	<u>November 15, 2024</u>
Wire Date:	<u>November 15, 2024</u>
Bank:	
ABA No.	
Account No:	
Account Holder:	
Location:	

**AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR**

**State of Florida  
County of Seminole**

**Alexa Stubbs being duly sworn, deposes and says:**

I am over 18 and not a party of this action. I am a Media Representative of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 11/9/2024 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. 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 Synchrony Bank formerly known as GE Capital Retail Bank.

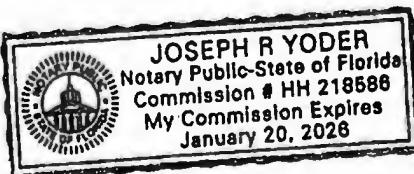
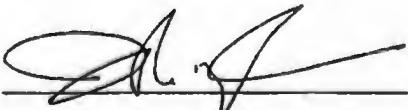
The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

Signed this 10th day of December, 2024

  
Alexa Stubbs

Signed and sworn to before me this 10th day of December, 2024

(Notary Stamp)



**NY CoC CERTIFICATE OF CONFORMITY UNDER  
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that he/she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that he/she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he/she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of Alexa Stubbs was taken by Joe Yoder, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on his/her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 10th day of December, 2024



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Tyler Burich

Attorney-at-law, State of Florida.

<b>Field</b>	<b>Field Data</b>
Account Number	[REDACTED] 2880
First Name	DAVID
Middle Name	S
Last Name	GUY
SSN	XXX-XX-8426
Date of Birth	[REDACTED]
Address 1	5903 BABCOCK RD APT 2006
City	SAN ANTONIO
State	TX
Zip	78240
Open Date	07/26/2019
Last Purchase Date	03/25/2024
Last Purchase Amount	\$43.13
Last Payment Date	02/15/2024
Last Payment Amount	\$219.00
Sale Amount	\$5,379.58
Charge Off Date	09/29/2024
Charge off Balance	\$5,379.58
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	DISCOUNT TIRE
Alternate Account #1	[REDACTED] 1897

Account information provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 11/15/2024 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Credit Management, Inc.

## **EXHIBIT B**

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JACQUELIN VILLARREAL

DAVID S GUY,

Defendant(s).

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Jacquelin Villarreal, 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 SYNCHRONY BANK/DISCOUNT TIRE account XXXXXXXXXXXXXXXX2880 (MCM Number 329865568) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

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AFFIDAVIT OF JACQUELIN VILLARREAL - 1



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AFFRECATTACH



25-414803

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 2024-09-29 with a balance of \$5,379.58. On or about 2024-11-15, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$5,379.58. As of 2025-12-04, MCM's records show that the balance of \$5,379.58 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$5,379.58 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. SYNCHRONY BANK

2024-11-15

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.

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AFFIDAVIT OF JACQUELIN VILLARREAL - 2



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

DEC 3 1 2025

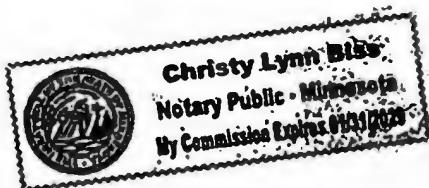
Date

Jacquelin Villarreal

STATE OF MINNESOTA  
COUNTY OF STEARNS

DEC 3 1 2025

Signed and sworn to (or affirmed) before me on  
by Jacquelin Villarreal.



Bias  
Notary Public

CA137

AFFIDAVIT OF JACQUELIN VILLARREAL - 3



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AFFRECATTACH



25-414803

 **Synchrony**  
965 Keller Rd  
Altamonte Springs, FL 32714

## BILL of SALE

**Midland (SFFSMFRS) – PSCC Fresh – November 2024**

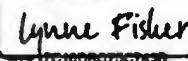
**Transfer Date:** 11/09/2024

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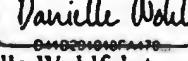
**Synchrony Bank**

By:  11/26/2024  
Lynne Fisher  
SVP Recovery Operations

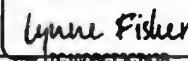
**RFS Holding, LLC**

By:  11/26/2024  
Lynne Fisher  
Duly Authorized Signatory

**Midland Credit Management, Inc.**

By:  11/26/2024  
Danielle Wohlfahrt  
Managing Vice President,  
Business Development & Strategic Partnerships

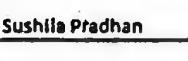
**Synchrony Card Funding, LLC**

By:  11/26/2024  
Lynne Fisher  
Duly Authorized Signatory

**Retail Finance Credit Services, LLC**

By:  11/26/2024  
Lynne Fisher  
Vice President

**QC APPROVED**

By:  \_\_\_\_\_  
Date: 11/22/2024

Purchase Price Reconciliation/Funding Instructions

November 12, 2024

To: Midland

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Portfolio	Debt Manager
Agcy_Atty Code	SFFSMFRS
Total Number of Accounts	[REDACTED]
Outstanding Balances on Transfer Date:	[REDACTED]
Cut-Off Date	November 9, 2024
Transfer Date	November 9, 2024
Purchase Price Factor	[REDACTED]
Purchase Price	[REDACTED]
0% Holdout	[REDACTED]
Amount of Wire transfer	[REDACTED]
Date of Funding (no later than):	November 15, 2024
Wire Date:	November 15, 2024
Bank:	[REDACTED]
ABA No.	[REDACTED]
Account No:	[REDACTED]
Account Holder:	[REDACTED]
Location:	[REDACTED]

**AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR**

State of Florida  
County of Seminole

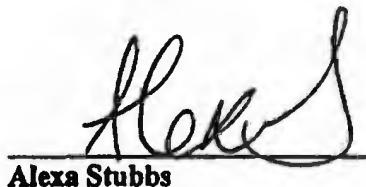
**Alexa Stubbs being duly sworn, deposes and says:**

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The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

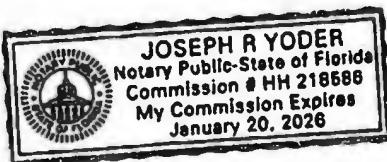
Signed this 10th day of December, 2024



Alexa Stubbs

Signed and sworn to before me this 10th day of December, 2024

(Notary Stamp)



**NY CoC CERTIFICATE OF CONFORMITY UNDER  
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that he/she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that he/she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he/she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of Alexa Stubbs was taken by Joe Yoder, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on his/her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 10th day of December, 2024



**Tyler Burich**

Attorney-at-law, State of Florida.

## DISCOUNT TIRE/SYNCHRONY CAR CARE



DAVID S GUY  
 Account Number : [REDACTED] 2880  
 Statement Closing Date: 08/30/2024

Summary of Account Activity		Payment Information	
Previous Balance	\$3,168.37	New Balance	\$3,338.58
+ New Purchases	\$0.00	Minimum Payment This Period	\$267.00
- Payments	\$0.00	Amount Past Due	\$1,426.00
+/- Credits, Fees & Adjustments (net)	\$41.00	Total Minimum Payment Due	\$1,693.00
+/- Interest Charge (net)	\$129.21	Payment Due Date	09/23/2024
<b>New Balance</b>	<b>\$3,338.58</b>	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$4,400.00		
Available Credit	\$0.00		
Overlimit Amount	\$938.58		
Days in Billing Period	30		
Pay online for free at: <a href="http://mysynchrony.com">mysynchrony.com</a> For Synchrony Bank customer service or to report your card lost or stolen, call 866-657-0376.			
Best times to call are Wednesday - Friday.			
		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...
		Only the minimum payment	\$ years
			\$3,848.00
		If you would like information about credit counseling services, call 1-877-302-6797.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
			FEES	
08/23/2024	08/23/2024		LATE FEE	\$41.00
			TOTAL FEES FOR THIS PERIOD	\$41.00
			INTEREST CHARGED	
08/30/2024	08/30/2024		INTEREST CHARGE ON PURCHASES	\$129.21
			TOTAL INTEREST FOR THIS PERIOD	\$129.21
2024 Totals Year-to-Date				
Total Fees Charged in 2024				
\$235.00				
Total Interest Charged in 2024				
\$940.28				
Total Interest Paid in 2024				
\$407.27				

Statement Credits Earned this period		Your Account News	
Total Statement Credits earned this period	\$0.00	Get Gas and Go. You can use your card for all your car care needs at thousands of Synchrony Car Care locations and gas stations nationwide.	
Annual Statement Credits earned	\$0.00	Find a location at <a href="http://mysynchrony.com/carcare">mysynchrony.com/carcare</a>	

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5392 02N 1 7 28 240830 EX PAGE 1 of 2 6362 0000 0799 01GTSJ302

Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose the coupon with your check. Please use blue or black ink.



[discounttire.com](http://discounttire.com)

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,693.00	\$1,426.00	09/23/2024	\$3,338.58	[REDACTED] 2880

Payment Enclosed : \$

New address or e-mail?  Payment due includes \$ 1,426.00 past due. Please pay the past due amount PROMPTLY.  
 Check the box at left and print changes on back.

DAVID S GUY  
 5903 BABCOCK RD APT 2006  
 SAN ANTONIO TX 78240-2173

Make Payment to: SYNCHRONY BANK  
 PO BOX 71715  
 PHILADELPHIA, PA 19176-1715

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTY. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 71754, Philadelphia, PA 19176-1754. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).

**Notice:** See below for your Billing Rights and other important information. Telephone calling about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 71754, Philadelphia, PA 19176-1754.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 695022, Dallas, TX 75269-0779 and not the Payment Address.

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

If you think there is an error on your statement, write to us at the Billing Inquiries Address: Synchrony Bank, P.O. Box 71754, Philadelphia, PA 19176-1754.

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
- While we investigate whether or not there has been an error, the following are true:
- We cannot hold you responsible for the amount of the error.
- 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, we will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an offer/invitation mailed to you, or if we can't identify the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
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: Synchrony Bank, P.O. Box 71754, Philadelphia, PA 19176-1754.

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.

**Information About Payments:** You may pay at any time, in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not made at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) consists of more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes payment in full or is tendered as full satisfaction of a disputed amount; or (ii) is endorsed with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 71754, Philadelphia, PA 19176-1754.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not reduce any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 71754, Philadelphia, PA 19176-1754. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

**How We Calculate Interest\***

**Daily Balance Method:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on promotional purchases on the purchase date.

**Your Account Is Owned and Serviced by Synchrony Bank.**

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

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01GTS302-04/04/24

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 71783, Philadelphia, PA 19176-1783.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or pre-recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street  
Address  
City, State  
ZIP  
Phone #  
Email

\_\_\_\_\_

\_\_\_\_\_

\*Home Phone #

\*Business Phone #

\*Cell # or other phone #  
we can use to contact you

\*\*Email Address

\*Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com).

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$5,241.38	\$129.21

Cardholder News & Information				
If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at <a href="http://www.syl.com">www.syl.com</a> under the 'Contact Us' page.				

## DISCOUNT TIRE/SYNCHRONY CAR CARE



DAVID S GUY  
 Account Number : [REDACTED] 2880  
 Statement Closing Date: 09/29/2024

Summary of Account Activity		Payment Information			
Previous Balance	\$3,338.58	New Balance	\$0.00		
+ New Purchases	\$0.00	Total Minimum Payment Due	\$1,982.00		
- Payments	\$0.00	Payment Due Date	09/30/2024		
+/-. Credits, Fees & Adjustments (net)	(\$3,338.58)	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b> We may convert your payment into an electronic debit. See reverse side.			
+/-. Interest Charge (net)	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$41.00.			
New Balance	\$0.00				
Credit Limit	\$4,400.00				
Available Credit	\$0.00				
Days in Billing Period	30				
Pay online for free at: <a href="http://mysynchrony.com">mysynchrony.com</a> For Synchrony Bank customers service or to report your card lost or stolen, call 888-657-0378.					
Best times to call are Wednesday - Friday.					

Transaction Summary			
Trans Date	Post Date	Reference Number	Description
09/29/2024	09/29/2024	F638200M10000000	CHARGE OFF ACCOUNT-PRINCIPALS
09/29/2024	09/29/2024	F638200M10000000	CHARGE OFF ACCOUNT-INTEREST
			CHARGE
09/29/2024	09/29/2024	F638200M10000000	CHARGE OFF ACCOUNTS - FEES
			FEES
09/23/2024	09/23/2024		LATE FEE
			TOTAL FEES FOR THIS PERIOD
			INTEREST CHARGED
09/29/2024	09/29/2024		INTEREST CHARGE ON PURCHASES
			TOTAL INTEREST FOR THIS PERIOD
2024 Totals Year-to-Date			
Total Fees Charged in 2024			
Total Interest Charged in 2024			
Total Interest Paid in 2024			

Statement Credits Earned this period		Your Account News	
Total Statement Credits earned this period	\$0.00	Get Gas and Go. You can use your card for all your car care needs at thousands of Synchrony Car Care locations and gas stations nationwide.	
Annual Statement Credits earned	\$0.00	Find a location at <a href="http://synchrony.com/tacare">synchrony.com/tacare</a>	

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$0.00	\$0.00

Cardholder News & Information				
If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at <a href="http://www.syt.com">www.syt.com</a> under the 'Contact Us' page.				
Statement not provided to customer.				

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

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Pay online at [synchrony.com](http://synchrony.com) or enclose this coupon with your check. Please use blue or black ink.



[discounttire.com](http://discounttire.com)

Total Minimum Payment Due	Post Due (if Amount Due)	Payment Due Date	New Balance	Account Number
\$1,982.00	\$0.00	09/30/2024	\$0.00	[REDACTED] 2880

Payment Enclosed : \$ :

New address or e-mail? Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.  
 Check the box at left and print changes on back

DAVID S GUY  
 5903 BABCOCK RD APT 2006  
 SAN ANTONIO TX 78240-2173

Make Payment to: SYNCHRONY BANK  
 PO BOX 71715  
 PHILADELPHIA, PA 19176-1715

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 71754, Philadelphia, PA 19176-1754. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).

**Note:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 71754, Philadelphia, PA 19176-1754.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by marking your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 60000, Dallas, TX 75206-0779 and not the Payment Address.

#### What To Do If You Think You Filed A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address at Synchrony Bank, P.O. Box 71754, Philadelphia, PA 19176-1754. In your letter, give us the following information:

- Account Information: Your name and account number.
- Date account: 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 end of the 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 account.
  - 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, we will not have to pay the amount in question or any interest or other fees related to that account.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**  
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Not all of these are necessary if your purchase was based on an advertisement we mailed to you or if the merchant that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have 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: Synchrony Bank, P.O. Box 71754, Philadelphia, PA 19176-1754.

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.

**Information About Payments:** You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address; (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S.; (c) is not accompanied by the remittance coupon attached to your statement; (d) contains more than one payment or remittance coupon; or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 71754, Philadelphia, PA 19176-1754.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not carry any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 71754, Philadelphia, PA 19176-1754. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information on your account to credit bureaus. Late payments, missed payments, or other details on your account may be reflected in your credit report.

#### How We Calculate Interest

**Daily Balance Method:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance," we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of zero or less will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on promotional purchases on the purchase date.

Your Account is owned and serviced by Synchrony Bank.

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[MF7573771N]

01GTS302-04/04/24

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 71753, Philadelphia, PA 19176-1753.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or call phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or pre-recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street  
Address  
City, State  
ZIP  
Phone #  
Email

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Home Phone #

\*Business Phone #

\*Cell # or other phone #  
we can use to contact you

\*\*Email Address

\*Remember, you can update the above information as well as your email address online at [www.mysynchrony.com](http://www.mysynchrony.com).

# AN EASY WAY TO PAY, EVERY DAY

You can use your Discount Tire® Synchrony Car Care™ credit card again and again — for gas, tires, wheels and more.



## Pay for gas

Accepted at gas stations nationwide\*



## Exclusive discounts

for Discount Tire cardholders



## Everyday financing

6 Months Promotional Financing is available on purchases of \$199 or more\*\* every day

Visit [mysynchrony.com/carcare](http://mysynchrony.com/carcare) to find gas locations near you.

\*\*\*Subject to credit approval.

\*Valid everywhere Synchrony Car Care is accepted in the U.S., including Puerto Rico. Visit [mysynchrony.com/carcare](http://mysynchrony.com/carcare) to find merchant locations.

\*\*Minimum monthly payments required. See [mysynchrony.com/carcare](http://mysynchrony.com/carcare) for Promotional Financing details and merchant locations. Gas station purchases are not eligible for Promotional Financing.

## DISCOUNT TIRE/SYNCHRONY CAR CARE



DAVID S GUY

Account Number : XXXXXXXXXXXXXX 2880

Statement Closing Date: 02/23/2024

### Summary of Account Activity

Previous Balance	\$4,368.34
+ New Purchases	\$19.20
- Payments	\$219.00
+/- Credits, Fees & Adjustments (net)	\$0.00
+/- Interest Charge (net)	\$103.02
<b>New Balance</b>	<b>\$4,271.58</b>
Credit Limit	\$4,400.00
Available Credit	\$128.00
Days in Billing Period	29
Pay online for free at: <a href="http://mysynchrony.com">mysynchrony.com</a> For Synchrony Bank customer service or to report your card lost or stolen, call 866-657-0376.	
Best times to call are Wednesday - Friday.	

### Payment Information

New Balance	\$4,271.58
Total Minimum Payment Due	\$214.00
Payment Due Date	03/23/2024

PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.  
We may convert your payment into an electronic debit. See reverse side.

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

Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:

If you make no additional charges using this card and each month you pay only ...	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	8 years	\$8,142.00

If you would like information about credit counseling services, call 1-877-302-8797.

### Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
02/15/2024	02/19/2024	85286020XVQTL50DR	PAYMENT - THANK YOU	(\$219.00)
02/03/2024	02/03/2024	7601100DL02BYRY3D	CIRCLE K #2741084 SAN ANTONIO TX FEES	\$19.20
			TOTAL FEES FOR THIS PERIOD	\$0.00

Continued on next page

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 02N 1 7 26 340239 PAGE 1 OF 3 6262 0000 DTW9 CIPS1302

Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose the coupon with your check. Please use blue or black ink.



discounttire.com

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$214.00	03/23/2024	\$4,271.58	<span style="background-color: black; color: black;">XXXXXXXXXXXXXX</span> 2880

Payment Enclosed : \$

New address or e-mail?  
Check the box at left and print changes on back

DAVID S GUY  
5903 BABCOCK RD APT 2008  
SAN ANTONIO TX 78240-2173

Make Payment to: SYNCHRONY BANK  
PO BOX 71715  
PHILADELPHIA, PA 19176-7175

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to P.O. Box 71754, Philadelphia, PA 19176-1754. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the small coupon portion of this statement or pay online at [www.mysynchrony.com](http://www.mysynchrony.com).

**Overnight Payments:** Payments cannot be made in person; mail payments to Synchrony Bank, 400 White Clay Center Drive, Newark, NJ 19711.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 71756, Philadelphia, PA 19176-1756.

Purchases, returns, and payments made just prior to the billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by returning your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to P.O. Box 686022, Dallas, TX 75264-0779 and not the Payment Address.

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

If you think there is an error on your statement, write to us at the Billing Inquiries Address at: Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756 in your letter, give us the following information:

- **Account Information:** Your name and account number;
- **Date/Amount:** The date 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. So, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount;
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance;
- We can apply any unpaid account 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 purchases must have been made in your home state or within 100 miles of your current mailing address, and the purchases must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if the merchant that sold you the goods or services had your address.)
2. You must have used your credit card for the purchase.
3. You must have timely 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: Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756.

While we investigate, the same rules apply to the disputed account 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 us we may report you as delinquent.

**Information About Payments:** You may at any time pay in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by theittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Confidential Information:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payment"), must be mailed or delivered to us at P.O. Box 71756, Philadelphia, PA 19176-1756.

**Credit To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credit will be applied to your previous balance immediately upon receipt, but will not reduce any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 71757, Philadelphia, PA 19176-1757. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other details on your account may be reflected in your credit report.

**How We Calculate Interest:**

**Daily Balance Method:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A customer's daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charge section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on promotional purchases on the purchase date.

**Your Account Is Owned and Serviced by Synchrony Bank.**

**Use of Information About You and Your Account: Our Privacy Policy** describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[MF545521CU]

01FS5302-0308/23

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 71753, Philadelphia, PA 19176-1753.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or call phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street  
Address  
City, State  
ZIP  
Phone #  
Email

\_\_\_\_\_

\_\_\_\_\_

\*Home Phone #

\*Business Phone #

\*Cell # or other phone #  
we can use to contact you

\*Email Address

## GO FURTHER WITH YOUR SYNCHRONY CAR CARE™ CREDIT CARD

For easy, 24/7 online account management, bill payment and more, register for online access at [mysynchrony.com/carcare](http://mysynchrony.com/carcare).



Plus: Free access to Your Credit Score\*. Track your score & learn how to improve it. Log in to your account on [mysynchrony.com/carcare](http://mysynchrony.com/carcare) to learn more & enroll.



### Transaction Summary (Continued)

Trans Date	Post Date	Reference Number	Description	Amount
<b>INTEREST CHARGED</b>				
02/29/2024	02/29/2024		INTEREST CHARGE ON PURCHASES	\$103.02
			TOTAL INTEREST FOR THIS PERIOD	\$103.02
<b>2024 Totals Year-to-Date</b>				
			Total Fees Charged in 2024	\$0.00
			Total Interest Charged in 2024	\$215.01
			Total Interest Paid in 2024	\$407.37

### Statement Credits Earned this period

Total Statement Credits earned this period	\$0.00
Annual Statement Credits earned	\$0.00

### Your Account News

Citi Gas and Go. You can use your card for all your car care needs at thousands of Synchrony Car Care locations and gas stations nationwide. Find a location at [mysynchrony.com/carcare](http://mysynchrony.com/carcare)

### Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$4,323.07	\$103.02

### New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transaction. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

No Interest if Paid Within Promotional Period  
(These can be advertised as Deferred interest promotions)

Under this promotion, no interest charges will be assessed if the promotional purchase balance (including any promotional fees) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 9, or 12 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

### Cardholder News & Information

If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at [www.syl.com](http://www.syl.com) under the 'Contact Us' page.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

## **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of June 26, 2024 ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

**Closing date: October 17, 2024**

**CREDIT ASSET SALES LLC**

By: \_\_\_\_\_  
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

*Danielle Wolfenut*  
By: \_\_\_\_\_  
Name: 11/8/2024  
Title: MVP, Business Development

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named CreditOne\_Fresh\_Escore\_102024 with such electronic file incorporated herein by reference.

Field	Field Data
Account Number	[REDACTED] 619
Seller Account ID	57815572
First Name	DAVID
Last Name	GUY
SSN	XXX-XX-8426
Date of Birth	[REDACTED]
Address 1	5903 BABCOCK RD APT 2006
City	SAN ANTONIO
State	TX
Zip	78240
Open Date	09/02/2022
Last Purchase Date	01/09/2024
Last Purchase Amount	\$25.31
Last Payment Date	02/01/2024
Last Payment Amount	\$42.00
Sale Amount	\$1,727.69
Charge Off Date	09/16/2024
Charge off Balance	\$1,727.69
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

Account information provided by Credit Asset Sales LLC pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 10/17/2024 in connection with the sale of accounts from Credit Asset Sales LLC to Midland Credit Management, Inc.

## **EXHIBIT B**

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JACQUELIN VILLARREAL

DAVID GUY,

Defendant(s).

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Jacquelin Villarreal, 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 CREDIT ONE BANK, N.A. account XXXXXXXXX1619 (MCM Number 329311756) (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 of the subsequent collection and/or servicing activities recorded, and a business duty to report,

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AFFIDAVIT OF JACQUELIN VILLARREAL - 1



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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 2024-09-16 with a balance of \$1,727.69. On or about 2024-10-17, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,727.69. As of 2025-12-04, MCM's records show that the balance of \$1,727.69 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,727.69 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- |                                    |            |
|------------------------------------|------------|
| 1. CREDIT ONE BANK, N.A.           | 2024-09-16 |
| 2. MHC Receivables, LLC            | 2024-10-17 |
| 3. CREDIT ASSET SALES LLC          | 2024-10-17 |
| 4. 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.

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AFFIDAVIT OF JACQUELIN VILLARREAL - 2



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

DEC 31 2025  
Date

STATE OF MINNESOTA  
COUNTY OF STEARNS

Jacquelin Villarreal

Signed and sworn to (or affirmed) before me on  
by Jacquelin Villarreal.

DEC 31 2025

Christy Lynn Bissell  
Notary Public - Minnesota  
My Commission Expires 01/31/2026

OBW

Notary Public

CA137

AFFIDAVIT OF JACQUELIN VILLARREAL - 3



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**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of September 30, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to, applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

**CREDIT ONE BANK, N.A.**

  
\_\_\_\_\_  
Michael Wiese  
Vice President

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of September 30, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgement, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

**CREDIT ONE BANK, N.A.**



Michael Wiese  
Vice President

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

• CONFORMS WITH, AND CONFORMS TO, THE

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM MHC RECEIVABLES, LLC TO FNBM, LLC**

As of October 17, 2024, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_102024 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC



Mark Ruseil, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM MHC RECEIVABLES, LLC TO PNBM, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM FNBM, LLC TO CREDIT ASSET SALES LLC**

On October 17, 2024, FNB M, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Credit Asset Sales LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled, CreditOne\_Fresh\_Encore\_102024 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

FNB M, LLC

Greg Hammond, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC

Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM FNB M, LLC TO CRREDIT ASSET SALES LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC**

On October 17, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Credit Asset Sales LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC



\_\_\_\_\_  
Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

Exhibit G

AFFIDAVIT OF CREDIT ONE BANK, N.A., FNBM, LLC, AND MHC RECEIVABLES, LLC

STATE OF NEVADA                         )  
  ) ss.  
COUNTY OF CLARK                         )

Your Affiant, Michael Wiese, being first duly sworn, states under oath as follows:

1. My name is Michael Wiese. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an authorized representative of Credit One, FNBm, LLC ("FNBm"), and MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One, FNBm, and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.
2. As part of my regular job duties, I have access to and routinely review the business records of Credit One, MHC, and FNBm related to accounts and associated receivables originated, serviced, and charged-off by Credit One. Such records include those maintained by or on behalf of Credit One, MHC and FNBm in the ordinary course of each entity's business with regard to the sale and assignment of Credit One's, MHC's, and FNBm's accounts and associated receivables.
3. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.

**4. Assignment or Sale of Receivables**

- a. Each day, any new receivables ("Receivables") associated with the Accounts (as defined below), are sold by (a) Credit One to MHC, as evidenced by a Bill of Sale and Assignment dated as of September 30, 2024, by Credit One in favor of MHC, a copy of which is attached hereto, and then (b) MHC to FNBm, as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by MHC in favor of FNBm, a copy of which is attached hereto.
- b. On or about October 17, 2024, FNBm sold the Receivables to Credit Asset Sales LLC ("Credit Asset Sales"), as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by FNBm in favor of Credit Asset Sales, a copy of which is attached hereto.

**5. Assignment or Sale of Accounts**

- a. On or about September 30, 2024, Credit One sold a pool of charged-off accounts ("Accounts") associated with the Receivables to MHC, as evidenced by a Bill of Sale and Assignment dated as of September 30, 2024, by Credit One in favor of MHC, a copy of which is attached hereto.
- b. On or about October 17, 2024, MHC sold the Accounts to Credit Asset Sales, as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by MHC in favor of Credit Asset Sales, a copy of which is attached hereto.

6. Neither Credit One, FNBm, nor MHC retains any rights to receive payments, or to collect on the Accounts or Receivables. As demonstrated in the preceding, the Accounts and Receivables are ultimately reunited and all rights, title, and interest in the Accounts and Receivables are ultimately held by Credit Asset Sales. Sections 4 and 5 of this Affidavit shall hereinafter be referred to collectively as the "Sale of Accounts and Receivables".

7. As part of the Sale of Accounts and Receivables, information contained in Credit One's, MHC's, and FNBm's business records relating to the Accounts and Receivables (collectively, the "Business Records") were provided to Credit Asset Sales. These Business Records were made and/or recorded by or for Credit One, FNBm, and MHC as part of the regular course of business of each entity at or near the time of the acts, events, or conditions

recorded. These Business Records accurately reflect the status of the Accounts and Receivables, are truthfully reflected in the computer file identified in each Bill of Sale and Assignment and are complete without errors to the best of my knowledge.

8. Credit One, as servicing agent for MHC and FNB, maintained the Business Records related to the Accounts and Receivables. To the extent the Business Records include records that were prepared by Credit One on behalf of MHC or FNB, those records were accurately incorporated into the records of both FNB and MHC as both FNB's and MHC's own Business Records. To the extent that the Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both FNB and MHC as Business Records and were relied upon thereon.

The above statements are true and accurate to the best of my knowledge and are made for the benefit of any court that from time to time considers whether Credit Asset Sales (or its successors or assigns) has the right to collect and/or enforce all or any portion of the Receivables, or to enforce any rights related to the Accounts.

Signed this 27<sup>th</sup> day of October, 2021.

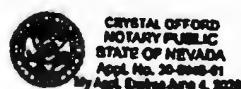
  
Michael Wiese  
Credit One Bank, N.A. - Authorized Representative and Vice President of Collections  
FNB, LLC - Authorized Representative  
MHC Receivables, LLC - Authorized Representative

ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY

STATE OF NEVADA                  )  
  )  
COUNTY OF CLARK                  ) es.  
  )

This instrument was acknowledged before me on the 23<sup>rd</sup> day of Oct, 2021 by Michael Wiese,  
authorized representative of FNB, LLC, authorized representative of MHC Receivables, LLC, and Vice President of  
Collections for Credit One Bank, N.A.

  
Notary Public



**CERTIFICATE OF CONFORMITY**

STATE OF NEVADA                  )  
                                      )  
COUNTY OF CLARK                  )as.

I, Jamie K. Combs, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale was taken by Crystal O'Ford, notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 23<sup>rd</sup> day of October, 2024.

Jamie K. Combs

Jamie K. Combs  
Nevada State Bar #13088  
6801 S. Cimarron Rd  
Las Vegas, NV 89113

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of June 26, 2024 ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

**Closing date: October 17, 2024**

**CREDIT ASSET SALES LLC**

By:   
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
Name: 11/8/2024  
Title: MVP, Business Development

EXHIBIT A

ACCOUNT SCHEDULE

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

**AFFIDAVIT OF SALE OF ACCOUNTS BY**  
**CREDIT ASSET SALES LLC**

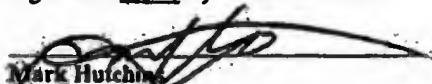
State of Nevada                          )  
    ) ss.  
County of Clark                         )

I, Mark Hutchins, hereby affirm as follows:

1. I am over 18 and not a party to this action. I am an Assistant Vice President of Credit One Bank, N.A. ("Credit One") and an Authorized Representative of Credit Asset Sales LLC ("Credit Asset Sales"). In that capacity, I have access to certain books and records of Credit Asset Sales LLC and am aware of the process of the sale and assignment of electronically stored business records.
2. Credit Asset Sales owns certain accounts and has information related to such accounts maintained and recorded on its behalf in its business records. I am authorized to make the statements and representations set forth in this affidavit on behalf of Credit Asset Sales. 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 Credit Asset Sales.
3. On October 17, 2024 (the "Sale Date"), Credit Asset Sales sold a pool of charged-off accounts, and receivables due and owing associated with those accounts (hereinafter referred to collectively as "Purchased Accounts"), described on the computer file which specifically references each account in the data file, named CreditOne\_Fresh\_Encore\_102024 (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Credit Management, Inc. (the "Buyer") (such transaction being the "Sale"). The originating creditor, charge-off creditor, and prior servicer of the Purchased Accounts was Credit One Bank, N.A.
4. Pursuant to the Sale, Credit Asset Sales sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Purchased Accounts; (ii) the right to any future payments made arising out of the Purchased Accounts, (iii) any unpaid balance related to the Purchased Accounts, and (iv) all account documents in Credit Asset Sales' possession. All of the assets transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Purchased Accounts, the Computer File, the account documents, or Credit Asset Sales' ownership of and title to the Purchased Accounts.
5. In connection with the Sale of the Purchased Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). As part of my regular job duties, I have knowledge of and access to Business Records relating to the Purchased Accounts. These Business Records were kept by Credit Asset Sales in the regular course of business. It was within Credit Asset Sales regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Credit Asset Sales becoming part of its own Business Records.
6. The charge-off creditor's address at time of charge-off was Credit One Bank, N.A., PO Box 98873, Las Vegas, NV 89193- 8873.

[signatures included on following page]

The above statements are true to the best of my knowledge.  
Signed this 23 day of October 2024

  
Mark Hutchins

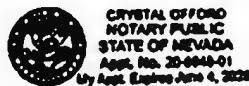
Authorized Representative

ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY

STATE OF NEVADA      )  
                            ) ss.  
COUNTY OF CLARK      )

The instrument was acknowledged before me this 23<sup>rd</sup> day of Oct, 2024 by Mark Hutchins.

  
Notary Public



CERTIFICATE OF CONFORMITY

STATE OF Nevada      )  
                            ) ss.  
COUNTY OF Clark      )

I, Jamie K. Combs, hereby certify that I am an attorney-at-law duly admitted to practice in the State of Nevada and am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state I am duly qualified to make this Certificate of Conformity and that the foregoing acknowledgment upon the Affidavit of Sale of Accounts by Credit Asset Sales LLC was taken before Crystal Offord, a notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada being the state in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in Nevada.

10/23/24

Date

Jamie K. Combs

Jamie K. Combs  
Nevada State Bar # 13088  
6801 S. Cimarron Rd.  
Las Vegas, NV 89113

CREDIT ONE BANK CREDIT CARD STATEMENT

Account Number [REDACTED] 1819  
August 18, 2024 to September 15, 2024

<b>SUMMARY OF ACCOUNT ACTIVITY</b>	
Previous Balance	\$1,560.68
Payments	- 30.00
Other Credits	- 50.00
Purchases	+ 60.00
Balance Transfers	+ 50.00
Cash Advances	+ 50.00
Fees Charged	+ \$134.00
Interest Charged	+ \$33.01
 New Balance	 <b>\$1,727.69</b>
Credit Limit	<b>\$1,150.00</b>
Available Credit	50.00
Statement Closing Date	09/15/24
Days In Billing Cycle	31

QUESTIONS?

**QUESTIONS?**

**Call Customer Service or Email**

**Call Customer Service or Report  
a Lost or Stolen Credit Card** 1-877-825-3242  
**Outside the U.S.** Call 1-702-406-2042

Please send billing inquiries and correspondence to:  
P.O. Box 330775, Dept. M, Atlanta, GA 30333-0775

P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance	\$1,727.69	
Past Due Amount	\$335.00	
Amount Due This Period	\$1,431.69	
Minimum Payment Due	\$1,727.69	
Payment Due Date	10/11/24	
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$30.		
<b>Minimum Payment Warning:</b> 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 the statement in about...  And you will end up paying an estimated total of...	
Only the minimum payment	1 month(s)	\$1,728.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit <a href="http://www.Justice.gov/fsc/counselorlocation">www.Justice.gov/fsc/counselorlocation</a> .		

Reference Number	TRANSACTIONS			Amount
	Trans Date	Post Date	Description of Transaction or Credit	
<b>Payments, Credits, and Adjustments</b>				
			<b>Fees</b>	
F322700LK000CYLAC	08/15	08/15	ANNUAL FEE 10/24 THROUGH 09/25	95.00
	08/15	09/15	LATE FEE	39.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>134.00</b>
			<b>Interest Charged</b>	
	08/15	08/15	Interest Charge on Purchases	33.01
	08/15	08/15	Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>33.01</b>
<b>2024 Totals Year-to-Date</b>				
Total fees charged in 2024			\$358.00	
Total interest charged in 2024			\$265.41	

Your account is currently closed.

INTEREST CHARGE CALCULATION			
<b>Your Annual Percentage Rate (APR) is the annual interest rate on your account.</b>			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	29.24% (v)	\$1,354.58	\$33.01
Cash Advances	29.24% (v)	\$0.00	\$0.00
<b>STANDARD BALANCE TRANSFER</b>	<b>29.24% (v)</b>	<b>\$0.00</b>	<b>\$0.00</b>

(v) = Variable Rate

6285 201 7 15 240913 9 C X PAGE 1 of 1 2 0 3227 3350 4288 01002343

Please return this portion with your payment, and write your account number on the check. Please payable to **CREDIT ONE BANK**.



For address, telephone and email changes,  
please complete the reverse side.  
Or, update your contact information online  
[at www.CreditOneBank.com](http://www.CreditOneBank.com).

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED] 1619

New Balance: \$1,727.69

Minimum Payment Due: \$1,727.69

Printed On Date: 10/11/21

**AMOUNT ENCLOSED:**

CREDIT ONE BANK  
PO BOX 60500  
CITY OF INDUSTRY CA 91716-0500

DAVID GUY  
5903 BABCOCK RD APT 2008  
SAN ANTONIO TX 78240-2173

## CREDIT ONE BANK CREDIT CARD STATEMENT

Account Number: [REDACTED] 1619

January 16, 2024 to February 15, 2024

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$1,173.50
Payments	\$42.00
Other Credits	\$1.02
Purchases	\$0.00
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$27.75
<b>New Balance</b>	<b>\$1,158.33</b>
Credit Limit	\$1,150.00
Available Credit	\$0.00
Statement Closing Date	02/15/24
Days in Billing Cycle	31

## QUESTIONS?

Call Customer Service or Report  
 a Lost or Stolen Credit Card 1-877-825-3242  
 Outside the U.S. Call 1-702-406-2042

Please send billing inquiries and correspondence to:  
 P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance	\$1,158.33	
Past Due Amount	\$0.00	
Amount Due This Period	\$41.00	
Minimum Payment Due	\$41.00	
Payment Due Date	03/11/24	
Late Payment Warning:		
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$30.		
Minimum Payment Warning:		
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.		
For example:		
If you make no additional charges using this card and each month you pay... Only the minimum payment \$48.00	You will pay off the balance shown on the statement in about... 6 years 3 years	And you will end up paying an estimated total of... \$2,443.00 \$1,753.00 (Savings = \$680.00)

If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit [www.justice.gov/usfa/credit-counseling-agencies-approved-pursuant-11-usc-111](http://www.justice.gov/usfa/credit-counseling-agencies-approved-pursuant-11-usc-111).

TRANSACTIONS					
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount	
7470793DG00XTMURJ	02/01	02/01	Payments, Credits, and Adjustments		
F322700DK000FR033	02/04	02/04	PAYMENT - MOBILE APP LAS VEGAS NV	-42.00	
			CREDIT ONE REWARD CREDIT CREDIT	-1.02	
			Fees		
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>0.00</b>	
			Interest Charged		
	02/15	02/15	Interest Charge on Purchases	27.75	
	02/15	02/15	Interest Charge on Cash Advances	0.00	
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>27.75</b>	
2024 Totals Year-to-Date					
Total fees charged in 2024 \$0.00					
Total interest charged in 2024 \$55.05					

INTEREST CHARGE CALCULATION				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
Purchases	29.24%(V)	\$1,138.79	\$27.75	
Cash Advances	29.24%(V)	\$0.00	\$0.00	
STANDARD BALANCE TRANSFER	29.24%(V)	\$0.00	\$0.00	
(V) = Variable Rate				

0385 JH1 001 7 16 240215 0 PAGE 1 of 1 2 0 3227 3880 A38 01005388

Please retain this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



P.O. BOX 98873  
 LAS VEGAS, NV 89193-8873

For address, telephone and email changes,  
 please complete the reverse side.  
 Or, update your contact information online  
 at [www.CreditOneBank.com](http://www.CreditOneBank.com).

## PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED] 1619

New Balance: \$1,158.33

Minimum Payment Due: \$41.00

Payment Due Date: 03/11/24

AMOUNT ENCLOSED: \$ [REDACTED]

CREDIT ONE BANK  
 PO BOX 60500  
 CITY OF INDUSTRY CA 91718-0500

DAVID GUY  
 5903 BABCOCK RD APT 2006  
 SAN ANTONIO TX 78240-2173

0004200 0115833 0004100 [REDACTED] 1619 3

## **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of June 26, 2024 ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

**Closing date:** October 17, 2024

**CREDIT ASSET SALES LLC**

By: \_\_\_\_\_  
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

*Danielle Wolfenut*  
By: \_\_\_\_\_  
Name: 11/8/2024  
Title: MVP, Business Development

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

Field	Field Data
Account Number	[REDACTED] 7501
Seller Account ID	37361778
First Name	DAVID
Last Name	GUY
SSN	XXX-XX-8426
Date of Birth	[REDACTED]
Address 1	5903 BABCOCK RD APT 2006
City	SAN ANTONIO
State	TX
Zip	78240
Open Date	07/03/2018
Last Purchase Date	02/13/2024
Last Purchase Amount	\$28.10
Last Payment Date	02/01/2024
Last Payment Amount	\$103.00
Sale Amount	\$2,851.67
Charge Off Date	09/17/2024
Charge off Balance	\$2,851.67
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

Account information provided by Credit Asset Sales LLC pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 10/17/2024 in connection with the sale of accounts from Credit Asset Sales LLC to Midland Credit Management, Inc.

## **EXHIBIT B**

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JACQUELIN VILLARREAL

DAVID GUY,

Defendant(s).

---

Jacquelin Villarreal, 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 CREDIT ONE BANK, N.A. account XXXXXXXXXXXXXXXX7501 (MCM Number 329311757) (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 of the subsequent collection and/or servicing activities recorded, and a business duty to report,

---

AFFIDAVIT OF JACQUELIN VILLARREAL - 1



329311757



AFFRECATTACH



25-413976

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 2024-09-17 with a balance of \$2,851.67. On or about 2024-10-17, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$2,851.67. As of 2025-12-04, MCM's records show that the balance of \$2,851.67 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$2,851.67 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- |                                    |            |
|------------------------------------|------------|
| 1. CREDIT ONE BANK, N.A.           | 2024-09-17 |
| 2. MHC Receivables, LLC            | 2024-10-17 |
| 3. CREDIT ASSET SALES LLC          | 2024-10-17 |
| 4. 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.

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AFFIDAVIT OF JACQUELIN VILLARREAL - 2



329311757



AFFRECATTACH



25-413976

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

DEC 31 2025

Date

Jacquelin Villarreal  
Jacquelin Villarreal

STATE OF MINNESOTA  
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on  
by Jacquelin Villarreal.

DEC 31 2025

Christy Lynn Blas  
Notary Public - Minnesota  
My Commission Expires 01/31/2029

Christy Lynn Blas

Notary Public

CA137

AFFIDAVIT OF JACQUELIN VILLARREAL - 3



329311757



AFFRECATTACH



25-413976

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of September 30, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to, applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor, and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

CREDIT ONE BANK, N.A.

  
\_\_\_\_\_  
Michael Wiese  
Vice President

EXHIBIT A

**ACCOUNT SCHEDULE**

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of September 30, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

**CREDIT ONE BANK, N.A.**



Michael Wiese  
Vice President

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM MHC RECEIVABLES, LLC TO FNBK, LLC**

As of October 17, 2024, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBK, LLC ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled CreditOne\_Fresh\_Encore\_102024 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant, any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC



Mark Rusail, Authorized Representative

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM MHC RECEIVABLES, LLC TO FNB M, LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM FNBM, LLC TO CREDIT ASSET SALES LLC**

On October 17, 2024, FNBm, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Credit Asset Sales LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled, CreditOne\_Fresh\_Enco\_102024 attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

FNBm, LLC

Greg Hammond, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC

Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Receivables pursuant to the BILL OF SALE AND ASSIGNMENT OF RECEIVABLES FROM FNB M, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC**

On October 17, 2024, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Credit Asset Sales LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC

  
\_\_\_\_\_  
Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM MHC RECEIVABLES, LLC TO CREDIT ASSET SALES LLC that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024, with such electronic file incorporated herein by reference.

Exhibit G

**AFFIDAVIT OF CREDIT ONE BANK, N.A., FNB M, LLC, AND MHC RECEIVABLES, LLC**

STATE OF NEVADA                         )  
  ) ss.  
COUNTY OF CLARK                         )

Your Affiant, Michael Wiese, being first duly sworn, states under oath as follows:

1. My name is Michael Wiese. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an authorized representative of Credit One, FNB M, LLC ("FNB M"), and MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One, FNB M, and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.
2. As part of my regular job duties, I have access to and routinely review the business records of Credit One, MHC, and FNB M related to accounts and associated receivables originated, serviced, and charged-off by Credit One. Such records include those maintained by or on behalf of Credit One, MHC and FNB M in the ordinary course of each entity's business with regard to the sale and assignment of Credit One's, MHC's, and FNB M's accounts and associated receivables.
3. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.

**4. Assignment or Sale of Receivables.**

- a. Each day, any new receivables ("Receivables") associated with the Accounts (as defined below), are sold by (a) Credit One to MHC, as evidenced by a Bill of Sale and Assignment dated as of September 30, 2024, by Credit One in favor of MHC, a copy of which is attached hereto, and then (b) MHC to FNB M, as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by MHC in favor of FNB M, a copy of which is attached hereto.
- b. On or about October 17, 2024, FNB M sold the Receivables to Credit Asset Sales LLC ("Credit Asset Sales"), as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by FNB M in favor of Credit Asset Sales, a copy of which is attached hereto.

**5. Assignment or Sale of Accounts.**

- a. On or about September 30, 2024, Credit One sold a pool of charged-off accounts ("Accounts") associated with the Receivables to MHC, as evidenced by a Bill of Sale and Assignment dated as of September 30, 2024, by Credit One in favor of MHC, a copy of which is attached hereto.
- b. On or about October 17, 2024, MHC sold the Accounts to Credit Asset Sales, as evidenced by a Bill of Sale and Assignment dated as of October 17, 2024, by MHC in favor of Credit Asset Sales, a copy of which is attached hereto.

6. Neither Credit One, FNB M, nor MHC retains any rights to receive payments, or to collect on the Accounts or Receivables. As demonstrated in the preceding, the Accounts and Receivables are ultimately reunited and all rights, title, and interest in the Accounts and Receivables are ultimately held by Credit Asset Sales. Sections 4 and 5 of this Affidavit shall hereinafter be referred to collectively as the "Sale of Accounts and Receivables".

7. As part of the Sale of Accounts and Receivables, information contained in Credit One's, MHC's, and FNB M's business records relating to the Accounts and Receivables (collectively, the "Business Records") were provided to Credit Asset Sales. These Business Records were made and/or recorded by or for Credit One, FNB M, and MHC as part of the regular course of business of each entity at or near the time of the acts, events, or conditions

recorded. These Business Records accurately reflect the status of the Accounts and Receivables, are truthfully reflected in the computer file identified in each Bill of Sale and Assignment and are complete without errors to the best of my knowledge.

8. Credit One, as servicing agent for MHC and FNB, maintained the Business Records related to the Accounts and Receivables. To the extent the Business Records include records that were prepared by Credit One on behalf of MHC or FNB, those records were accurately incorporated into the records of both FNB and MHC as both FNB's and MHC's own Business Records. To the extent that the Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both FNB and MHC as Business Records and were relied upon thereon.

The above statements are true and accurate to the best of my knowledge and are made for the benefit of any court that from time to time considers whether Credit Asset Sales (or its successors or assigns) has the right to collect and/or enforce all or any portion of the Receivables, or to enforce any rights related to the Accounts.

Signed this 23<sup>rd</sup> day of October, 2021.

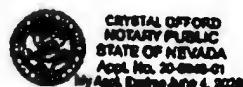
  
Michael Wiese  
Credit One Bank, N.A. - Authorized Representative and Vice President of Collections  
FNB, LLC - Authorized Representative  
MHC Receivables, LLC - Authorized Representative

**ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY**

STATE OF NEVADA                  )  
                                      )  
COUNTY OF CLARK                  )  
                                      )

This instrument was acknowledged before me on the 23<sup>rd</sup> day of Oct, 2021 by Michael Wiese, authorized representative of FNB, LLC, authorized representative of MHC Receivables, LLC, and Vice President of Collections for Credit One Bank, N.A.

  
Notary Public



CERTIFICATE OF CONFORMITY

STATE OF NEVADA                  )  
                                      ) ss.  
COUNTY OF CLARK                  )

I, Jamie K. Combs, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale was taken by Crystal Offord, notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 23<sup>rd</sup> day of October, 2024.

Jamie K. Combs

Jamie K. Combs  
Nevada State Bar #13088  
6801 S. Cimarron Rd  
Las Vegas, NV 89113

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES**  
**FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC.**

Credit Asset Sales LLC ("Seller"), the owner of certain accounts and associated receivables (hereinafter referred to collectively as "Purchased Accounts"), for value received and in accordance with the terms of the Purchase and Sale Agreement, by and between Seller and Midland Credit Management, Inc. ("Buyer"), dated as of June 26, 2024 ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the Purchased Accounts as described on the computer file named CreditOne\_Fresh\_Encore\_102024 (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

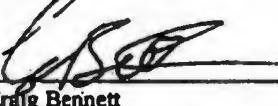
This Bill of Sale and Assignment of Accounts and Receivables is subject to the terms of the Agreement and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, to the best of Seller's knowledge, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business; (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded; (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment of Accounts and Receivables may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

**Closing date:** October 17, 2024

**CREDIT ASSET SALES LLC**

By:   
Name: Craig Bennett  
Title: Authorized Representative

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
Name: 11/8/2024  
Title: MVP, Business Development

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Purchased Accounts pursuant to the BILL OF SALE AND ASSIGNMENT OF ACCOUNTS AND RECEIVABLES FROM CREDIT ASSET SALES LLC TO MIDLAND CREDIT MANAGEMENT, INC. that are specifically identified in the electronic file named CreditOne\_Fresh\_Encore\_102024 with such electronic file incorporated herein by reference.

**AFFIDAVIT OF SALE OF ACCOUNTS BY**  
**'CREDIT ASSET SALES LLC'**

I, Mark Hutchins, hereby affirm as follows:

1. I am over 18 and not a party to this action. I am an Assistant Vice President of Credit One Bank, N.A. ("Credit One") and an Authorized Representative of Credit Asset Sales LLC ("Credit Asset Sales"). In that capacity, I have access to certain books and records of Credit Asset Sales LLC and am aware of the process of the sale and assignment of electronically stored business records.
  2. Credit Asset Sales owns certain accounts and has information related to such accounts maintained and recorded on its behalf in its business records. I am authorized to make the statements and representations set forth in this affidavit on behalf of Credit Asset Sales. 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 Credit Asset Sales.
  3. On October 17, 2024 (the "Sale Date"), Credit Asset Sales sold a pool of charged-off accounts, and receivables due and owing associated with those accounts (hereinafter referred to collectively as "Purchased Accounts"), described on the computer file which specifically references each account in the data file, named CreditOne\_Fresh\_Encore\_102024 (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Credit Management, Inc. (the "Buyer") (such transaction being the "Sale"). The originating creditor, charge-off creditor, and prior servicer of the Purchased Accounts was Credit One Bank, N.A.
  4. Pursuant to the Sale, Credit Asset Sales sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Purchased Accounts; (ii) the right to any future payments made arising out of the Purchased Accounts, (iii) any unpaid balance related to the Purchased Accounts, and (iv) all account documents in Credit Asset Sales' possession. All of the assets transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Purchased Accounts, the Computer File, the account documents, or Credit Asset Sales' ownership of and title to the Purchased Accounts.
  5. In connection with the Sale of the Purchased Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). As part of my regular job duties, I have knowledge of and access to Business Records relating to the Purchased Accounts. These Business Records were kept by Credit Asset Sales in the regular course of business. It was within Credit Asset Sales regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Credit Asset Sales becoming part of its own Business Records.
  6. The charge-off creditor's address at time of charge-off was Credit One Bank, N.A., PO Box 98873, Las Vegas, NV 89193-8873.

[signatures included on following page]

The above statements are true to the best of my knowledge.  
Signed this 23 day of October 2024

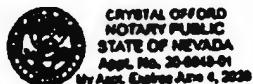
  
Mark Hutchins  
Authorized Representative

ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY

STATE OF NEVADA )  
                    ) ss.  
COUNTY OF CLARK )

The instrument was acknowledged before me this 23<sup>rd</sup> day of Oct. 2024 by Mark Hutchins.

  
Notary Public



CERTIFICATE OF CONFORMITY

STATE OF Nevada )  
                    ) ss.  
COUNTY OF Clark )

I, Jamie K. Combs, hereby certify that I am an attorney-at-law duly admitted to practice in the State of Nevada and am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state I am duly qualified to make this Certificate of Conformity and that the foregoing acknowledgment upon the Affidavit of Sale of Accounts by Credit Asset Sales LLC was taken before Crystal Offord, a notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada being the state in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in Nevada.

10/23/24  
Date

Jamie K. Combs

Jamie K. Combs  
Nevada State Bar # 13088  
6801 S. Cimarron Rd.  
Las Vegas, NV 89113

CREDIT ONE BANK CREDIT CARD STATEMENT  
 Account Number [REDACTED] 7501  
 August 17, 2024 to September 16, 2024

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$2,746.73
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$47.25
Interest Charged	\$57.69
New Balance	\$2,851.67
Credit Limit	\$2,100.00
Available Credit	\$0.00
Statement Closing Date	09/16/24
Days In Billing Cycle	31

QUESTIONS?

Call Customer Service or Report  
 a Lost or Stolen Credit Card 1-877-825-3242  
 Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:  
 P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance	\$2,851.67	
Past Due Amount	\$858.00	
Amount Due This Period	\$2,002.67	
Minimum Payment Due	\$2,851.67	
Payment Due Date	10/12/24	
Late Payment Warning:		
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$38.		
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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$2,852.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit <a href="http://www.justice.gov/fair-credit-counseling-agencies-approved-pursuant-11-csc-111">www.justice.gov/fair-credit-counseling-agencies-approved-pursuant-11-csc-111</a> .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
Payments, Credits, and Adjustments				
			Fees	
F572700LL000CYLAC	09/16	09/16	ANNUAL FEE 10/24 THROUGH 10/24	8.25
	09/16	09/16	LATE FEE	39.00
			TOTAL FEES FOR THIS PERIOD	47.25
			Interest Charged	
	09/16	09/16	Interest Charge on Purchases	57.69
	09/16	09/16	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	57.69
2024 Totals Year-to-Date				
			Total fees charged in 2024	\$336.25
			Total interest charged in 2024	\$478.39

Your account is currently closed.

INTEREST CHARGE CALCULATION				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
Purchases	29.15%(V)	\$2,374.97	\$57.69	
Cash Advances	29.15%(V)	\$0.00	\$0.00	
STANDARD BALANCE TRANSFER	29.15%(V)	\$0.00	\$0.00	
(V) = Variable Rate				

6363 JEM 001 7 18 260916 0 CX PAGE 1 of 1 20 6777 6830 6260 0YGRS385

Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes,  
 please complete the reverse side.  
 Or, update your contact information online  
 at [www.CreditOneBank.com](http://www.CreditOneBank.com).

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED] 7501  
 New Balance: \$2,851.67  
 Minimum Payment Due: \$2,851.67  
 Payment Due Date: 10/12/24

AMOUNT ENCLOSED: \$ [REDACTED]

CREDIT ONE BANK  
 PO BOX 60500  
 CITY OF INDUSTRY CA 91716-0500  
 [REDACTED]

DAVID GUY  
 5903 BABCOCK RD APT 2006  
 SAN ANTONIO TX 78240-2173

0000000 0285167 0285167 [REDACTED] 7501 7

CREDIT ONE BANK CREDIT CARD STATEMENT  
 Account Number [REDACTED] 7501  
 January 17, 2024 to February 16, 2024

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$2,052.15
Payments	\$103.00
Other Credits	\$0.00
Purchases	\$145.07
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$82.25
Interest Charged	\$49.47
New Balance	\$2,151.94
Credit Limit	\$2,100.00
Available Credit	\$0.00
Statement Closing Date	02/16/24
Days in Billing Cycle	31

QUESTIONS?

Call Customer Service or Report  
 a Lost or Stolen Credit Card 1-877-825-3242  
 Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:  
 P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance	\$2,151.94	
Past Due Amount	\$0.00	
Amount Due This Period	\$108.00	
Minimum Payment Due	\$108.00	
Payment Due Date	03/12/24	
Late Payment Warning:		
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$33.		
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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$3,826.00
If you would like a location for credit counseling services, call 1-866-618-5720. Or you may visit <a href="http://www.justice.gov/usdoj-credit-counseling-agencies-approved-pursuant-11-usc-111">www.justice.gov/usdoj-credit-counseling-agencies-approved-pursuant-11-usc-111</a> .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
2444500D700NR1W28	01/22	01/22	DOMINO'S 6708 210-590-1437 TX	33.10
2444500DNBLN1VBL3	02/08	02/08	WM SUPERCENTER #2599 SAN ANTONIO TX	83.87
2444500DXBLPRMH5F	02/13	02/13	WM SUPERCENTER #2599 SAN ANTONIO TX	28.10
			Payments, Credits, and Adjustments	
7407193DG00XTMILX	02/01	02/01	INTERNET PAYMENT LAS VEGAS NV	-103.00
			Fees	
F572700DZ000CYLAC	02/16	02/16	ANNUAL FEE 03/24 THROUGH 03/24	8.25
			TOTAL FEES FOR THIS PERIOD	8.25
			(Interest Charged)	
	02/16	02/16	Interest Charge on Purchases	49.47
	02/16	02/16	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	49.47
2024 Totals Year-to-Date				
			Total fees charged in 2024	\$16.50
			Total interest charged in 2024	\$98.41

INTEREST CHARGE CALCULATION				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
Purchases	29.15%(V)	\$2,036.44	\$49.47	
Cash Advances	29.15%(V)	\$0.00	\$0.00	
STANDARD BALANCE TRANSFER	29.15%(V)	\$0.00	\$0.00	
(V) = Variable Rate				

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Please make this portion with your payment, and write your account number on your check. Make payable to CREDIT ONE BANK.



P.O. BOX 98873  
 LAS VEGAS, NV 89193-8873

For address, telephone and email changes,  
 please complete the reverse side.  
 Or, update your contact information online  
 at [www.CreditOneBank.com](http://www.CreditOneBank.com).

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED] 7501  
 New Balance: \$2,151.94  
 Minimum Payment Due: \$108.00  
 Payment Due Date: 03/12/24

AMOUNT ENCLOSED: \$ [REDACTED]

CREDIT ONE BANK  
 PO BOX 60500  
 CITY OF INDUSTRY CA 91718-0500  
 0010300 0215194 0010800 [REDACTED] 7501 1

DAVID GUY  
 5903 BABCOCK RD APT 2008  
 SAN ANTONIO TX 78240-2173