

CAUSE NO. 11DC2601322

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

MARCO A FLORES  
Defendant

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of MARCO A FLORES, the Defendant, and for cause of action shows:

**Discovery Level**

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.8 of the Texas Rules of Civil Procedure.

**Parties and Service of Citation**

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

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

MARCO A FLORES  
9974 W LOOP 1604 S  
SAN ANTONIO, TX 78252-2880

**Venue and Jurisdiction; Relief Sought**

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

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

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

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

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

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

#### **Count I**

8. Defendant had an account with CITIBANK, N.A.. Plaintiff purchased Defendant's debt on or about December 21, 2022. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CITIBANK, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-7837
DATE OF CHARGE-OFF:	October 19, 2022
CHARGE-OFF BALANCE:	\$8,681.91
DATE OF ORIGINATION:	March 20, 2004

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant with Plaintiff's predecessor-in-interest. Thus, Plaintiff is entitled to relief under the common law cause of action account stated because (i) transactions between the parties or their predecessors-in-interest gave rise to indebtedness of the Defendant to the Plaintiff (ii) there existed an agreement, express or implied, between the parties establishing a fixed amount due, and (iii) the Defendant made a promise, express or implied, to pay the indebtedness, but has failed to do so.

10. Demand for payment has been made by Plaintiff, and as of November 24, 2023, Defendant has refused and failed to remit the remaining principal amount of \$8,681.91. No interest (0%) is accruing on the account.

#### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$8,681.91 along with post judgment interest at the statutory rate provided by applicable law.

#### **Conditions Precedent**


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

#### **Prayer**

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

- a. Actual damages in the amount of \$8,681.91;
- 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.



Cynthia Stevens

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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 AND ASSIGNMENT**  
**September 2021 Brands Fresh 180 Day Flow Lot 1**

THIS BILL OF SALE AND ASSIGNMENT dated December 21, 2022, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 ("Bank"), to Midland Credit Management, Inc., a corporation organized under the laws of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated April 30, 2021 between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 6 dated September 22, 2021, between Bank and Buyer (the "Addendum", and together with the Master Purchase Agreement, the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and included in the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

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

CITIBANK, N.A.

MIDLAND CREDIT MANAGEMENT, INC.

By: Brandy Reardon  
(Signature)

By: Danielle Wohlfahrt  
(Signature)

Name: Brandy Reardon

Name: Danielle Wohlfahrt

Title: Authorized Party

Title: VP of BD

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Encore-Brands-Fresh-Flow-Lot1-1222 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 1	121222MC1MU3FM			12/12/2022	

**AFFIDAVIT OF SALE OF ACCOUNT**

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


Terri Bergman, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about December 21, 2022, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated April 30, 2021, Bill of Sale, and Addendum No. 6 dated September 22, 2021 to Midland Credit Management, Inc.. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.


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

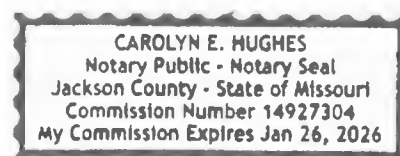
Signed this 4 day of January, 2023.

  
Terri Bergman

State of Missouri     )  
                                  ) ss  
County of Platte     )

On this 4 day of JAN, 2023, before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

 [SEAL]



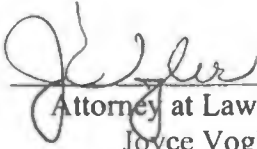


## CERTIFICATE OF CONFORMITY

### STATE OF MISSOURI CITY OF KANSAS CITY

I, Joyce Vogler an attorney-at-law of the State of Missouri who is licensed to practice law in the State of Missouri and is fully acquainted with the laws of the State of Missouri pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Carolyn E. Hughes a notary public in the State of Missouri, in the manner prescribed by the laws of the State of Missouri and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 4<sup>th</sup> day of JAN, 2023.

  
\_\_\_\_\_  
Attorney at Law Bar # 51227  
Joyce Vogler

Field	Field Data
Account Number	██████████7837
First Name	MARCO
Middle Name	A
Last Name	FLORES
SSN	XXX-XX-8679
Date of Birth	██████████
Address 1	1150 N LOOP 1604 W
Address 2	STE 108-426
City	SAN ANTONIO
State	TX
Zip	78248
Open Date	03/20/2004
Last Purchase Date	04/13/2022
Last Payment Date	03/22/2022
Last Payment Amount	\$140.00
Sale Amount	\$8,681.91
Charge Off Date	10/19/2022
Charge off Balance	\$8,681.91
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	DIAMOND PREFERRED
Alternate Account #1	██████████6503

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/21/2022 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

# **EXHIBIT B**

**BILL OF SALE AND ASSIGNMENT**  
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CITIBANK, N.A.

MIDLAND CREDIT MANAGEMENT, INC.

By: Brandy Reardon  
(Signature)

By: Danielle Wohlfahrt  
(Signature)

Name: Brandy Reardon

Name: Danielle Wohlfahrt

Title: Authorized Party

Title: VP of BD

Contract ID: EN8MUMAA043021  
Addendum ID: EN8MUMAA092221C6  
Document ID: 121222MC1MU3FMA1

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the Final Electronic File named Encore-Brands-Fresh-Flow-Lot1-1222 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

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


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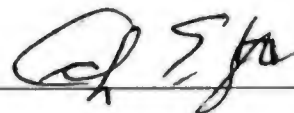
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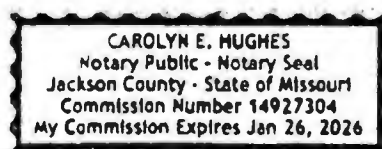
Signed this 4 day of January, 2023.

  
Terri Bergman

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

On this 4 day of Jan, 2023 before me, the undersigned notary, personally appeared Terri Bergman, personally known to me to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

 [SEAL]

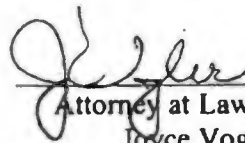


**CERTIFICATE OF CONFORMITY**

**STATE OF MISSOURI  
CITY OF KANSAS CITY**

I, Joyce Vogler an attorney-at-law of the State of Missouri who is licensed to practice law in the State of Missouri and is fully acquainted with the laws of the State of Missouri pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Carolyn E. Hughes a notary public in the State of Missouri, in the manner prescribed by the laws of the State of Missouri and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 4<sup>th</sup> day of Jan, 2023.



Attorney at Law Bar # 51227  
Joyce Vogler

# Citi Diamond Preferred® Card

citi

MARCO A FLORES

Member Since 2004 Account number ending in: 7837

Billing Period: 09/20/22-10/19/22

www.citilcards.com

Customer Service 1-800-823-4086

TTY: 711

BOX 6500 SIOUX FALLS, SD 57117

## OCTOBER STATEMENT

Minimum payment due: **\$8,681.91**  
New balance as of 10/19/22: **\$8,681.91**  
Payment due date: **10/19/22**

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

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$8,682

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

## Account Summary

Previous balance \$8,550.36  
Payments -\$0.00  
Credits -\$0.00  
Purchases +\$0.00  
Cash advances +\$0.00  
Fees +\$0.00  
Interest +\$131.55  
**New balance \$8,681.91**

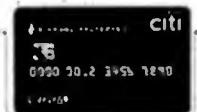
## Credit Limit

Credit limit \$7,710  
Includes \$0 cash advance limit

## Savings Spotlight

Maximize your savings using Citi Easy Deals at [citleasydeals.com](http://citleasydeals.com)

See Page 3 to view Citi Easy Deals tiers and learn more



For Payments, send check to: CITI CARDS, PO BOX 78045, Phoenix, AZ, 85062-8045

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



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

Minimum payment due **\$8,681.91**  
New balance **\$8,681.91**  
Payment due date **10/19/22**

Amount enclosed:

Account number ending in 7837  
Please make check payable to CITI CARDS.

000000 MC 32 A 0

MARCO A FLORES  
1150 N LOOP 1604 W  
STE 108-426  
SAN ANTONIO TX 78248-4552

CITI CARDS  
PO BOX 78045  
Phoenix, AZ 85062-8045

15009 0868191 0868191 0014000 0 7837 1317



MARCO A FLORES

**Account Summary**

Trans. date	Post date	Description	Amount
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**Fees charged**

Total fees charged in this billing period	\$0.00
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**Interest charged**

Date	Description	Amount
10/19	INTEREST CHARGED TO STANDARD PURCH	\$39.30
10/19	INTEREST CHARGED TO PUR PR-10/08/21.	\$92.25
Total interest charged in this billing period	\$131.55	

**2022 totals year-to-date**

Total fees charged in 2022	\$280.00
Total interest charged in 2022	\$1,014.41

**Interest charge calculation**

Days in billing cycle: 30

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	29.99% (V)	\$1,594.44 (D)	\$39.30
Pur Pr 100821	15.99% (V)	\$7,019.32 (D)	\$92.25
<b>ADVANCES</b>			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

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

**Account messages**

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

© 2022 Citibank, N.A.

Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.

**Savings Spotlight****Jumpstart your savings****Citi Easy Deals<sup>SM</sup>**

Here's how it works:

1. Just for being an eligible Citi cardmember, enjoy the Base tier, which gives you access to local coupons
2. Make purchases with your card to meet minimum annual purchase requirements to gain access to the other tiers
3. Whenever you reach a required purchase amount in a given calendar year, your access to that tier will last for the remainder of that year and the entire following year

» Visit [citieasydeals.com](https://citieasydeals.com)  
to start saving today

# Citi Diamond Preferred® Card



MARCO A FLORES

Member Since 2004 Account number ending in: 7837

Billing Period: 03/18/22-04/19/22

www.citilicards.com

Customer Service 1-800-823-4086

TTY: 711

BOX 6500 SIOUX FALLS, SD 57117

## APRIL STATEMENT

Minimum payment due: **\$441.09**

New balance as of 04/19/22: **\$7,773.70**

Payment due date: **05/15/22**

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

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 27.49%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	20 year(s)	\$18,147

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

Your account is past due \$167.02 and overlimit \$63.70. Please pay at least the minimum payment due, which includes a past due amount and an overlimit amount.

## Account Summary

Previous balance	\$6,665.27
Payments	-\$140.00
Credits	-\$0.00
Purchases	+\$1,116.06
Cash advances	+\$0.00
Fees	+\$40.00
Interest	+\$92.37

**New balance** **\$7,773.70**

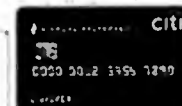
## Credit Limit

Credit limit **\$7,710**  
Includes \$0 cash advance limit

## Savings Spotlight

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



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

Minimum payment due **\$441.09**  
New balance **\$7,773.70**  
Payment due date **05/15/22**

Amount enclosed:

Account number ending in 7837  
Please make check payable to CITI CARDS.

000000 MC 0010

MARCO A FLORES  
1150 N LOOP 1604 W  
STE 108-426  
SAN ANTONIO TX 78248-4552

CITI CARDS  
PO BOX 78045  
Phoenix, AZ 85062-8045

15009 0044109 0777370 0014000 7837 1316

MARCO A FLORES

**Account Summary**

Trans. date	Post date	Description	Amount
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**Payments, Credits and Adjustments**

03/21		PAYMENT THANK YOU	-\$140.00
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**Standard Purchases**

04/02	04/02	AMZN Mktp US*1H7CN3VT1 Amzn.com/bill WA	\$26.00
04/02	04/02	AMZN Mktp US*163PP4QL2 Amzn.com/bill WA	\$129.00
04/02	04/02	AMZN MKTP US*1H9E2ICMO AMZN.COM/BILL WA	\$247.99
04/03	04/03	Amazon.com*1H6KI5460 Amzn.com/bill WA	\$259.98
04/04	04/04	UBER EATS 8005928996 CA	\$77.53
04/06	04/06	AMZN Mktp US*1H5KABVWO Amzn.com/bill WA	\$195.99
04/07	04/07	AMZN Mktp US*1H5UJ9BZO Amzn.com/bill WA	\$18.48
04/11	04/11	AMZN Mktp US*1A8HA6601 Amzn.com/bill WA	\$154.10
04/13	04/13	AMZN Mktp US*1A2LO8W61 Amzn.com/bill WA	\$6.99

**Fees charged**

Date	Description	Amount
04/19	MEMBERSHIP FEE APR 22-MAR 23	\$0.00
04/19	LATE FEE - MAR PAYMENT PAST DUE	\$40.00

Total fees charged in this billing period **\$40.00****Interest charged**

Date	Description	Amount
04/19	INTEREST CHARGED TO STANDARD PURCH	\$14.14
04/19	INTEREST CHARGED TO PUR PR-10/08/21.	\$78.23

Total interest charged in this billing period **\$92.37****2022 totals year-to-date**

Total fees charged in 2022	\$80.00
Total interest charged in 2022	\$306.20

**Interest charge calculation**

Days in billing cycle: 33

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	27.49% (V)	\$568.76 (D)	\$14.14
Pur Pr 100821	13.24% (V)	\$6,535.92 (D)	\$78.23
<b>ADVANCES</b>			
Standard Adv	27.49% (V)	\$0.00 (D)	\$0.00

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

**Account messages**

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 05/08/2022 to allow enough time for regular mail to reach us.

**Savings Spotlight**

Jumpstart your savings

**Citi Easy Deals™**

Here's how it works:

1. Just for being an eligible Citi cardmember, enjoy the Base tier, which gives you access to local coupons
2. Make purchases with your card to meet minimum annual purchase requirements to gain access to the other tiers
3. Whenever you reach a required purchase amount in a given calendar year, your access to that tier will last for the remainder of that year and the entire following year.

» Visit [citleasydeals.com](https://citleasydeals.com) to start saving today**Citi Easy Deals™**

To find out your current tier: Visit [citleasydeals.com](https://citleasydeals.com) or call the number provided above.

Deals you can access, by tier:

**Base Tier**

- Minimum Annual Purchases: \$0.00
- Coupons for local dining and shopping

**Enhanced Tier**

- Minimum Annual Purchases: \$100
- Base tier benefit
- Plus deals on gift cards and magazines

**Plus Tier**

- Minimum Annual Purchases: \$500
- Base and Enhanced tier benefits
- Plus deals on merchandise, travel and daily deals

» For complete details, go to [citleasydeals.com](https://citleasydeals.com)

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

Customer Service 1-800-823-4086  
TTY: 711

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MARCO A FLORES

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11DC2601322

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF JENNIFER DITTBERNER

MARCO A FLORES,

Defendant(s).

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

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CITIBANK, N.A./DIAMOND PREFERRED account XXXXXXXXXXXXX7837 (MCM Number 319654088) (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 JENNIFER DITTBERNER - 1



319654088



AFFRECATTACH



23-208646

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 2022-10-19 with a balance of \$8,681.91. On or about 2022-12-21, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$8,681.91. As of 2025-12-09, MCM's records show that the balance of \$8,681.91 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$8,681.91 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CITIBANK, N.A. 2022-12-21

2. Midland Credit Management, Inc.

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

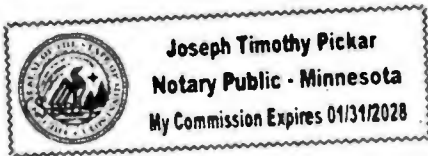
I certify under penalty of perjury that the foregoing statements are true and correct.

JAN 06 2026  
Date

Jennifer Dittberner

STATE OF MINNESOTA  
COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on JAN 06 2026  
by Jennifer Dittberner.



Notary Public

CA137

AFFIDAVIT OF JENNIFER DITTBERNER - 3



11DC2601322

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC.	§	IN THE JUSTICE COURT
Plaintiff,	§	
	§	
vs.	§	PRECINCT 1 PLACE 1
	§	
MARCO A FLORES	§	
Defendant.	§	BEXAR COUNTY, TEXAS

EXHIBIT "B"

CERTIFICATE OF NON-MILITARY STATUS

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

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

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



Signature

Rebeca Castillo

Printed Name



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

SSN: XXX-XX-8679  
Birth Date: Nov-XX-1973  
Last Name: FLORES  
First Name: MARCO  
Middle Name: A  
Status As Of: Jan-13-2026  
Certificate ID: SLTF9V6BVMLXF1Q

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified at a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

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

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

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

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

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

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

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

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

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

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

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