

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Karen Moskowitz  
CHRISTINA ARNOLD, State Bar No.: 297590  
HYO JIN JULIA JUNG, State Bar No.: 316090  
MELINE GRIGORYAN, State Bar No.: 321133  
MICHAEL D. KAHN, State Bar No.: 236898  
ABRIL F. SAGLIO-RUIZ, State Bar No.: 299586  
Midland Credit Management, Inc.  
350 CAMINO DE LA REINA, SUITE 100  
SAN DIEGO, CA 92108  
Telephone: (866) 300-8750  
Facsimile: (858) 309-1588  
Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**CHATSWORTH COURTHOUSE NORTH VALLEY DISTRICT**

Midland Credit Management, Inc.

Case No. **22CHLC05241**

Plaintiff,

**COMPLAINT FOR:**

vs.

**(1) Account Stated**

Darrell A Smith aka DARRELL SMITH;  
and DOES 1 through 10, inclusive

PRAYER AMT: \$2,545.33  
Limited

Defendant.

1. Plaintiff, Midland Credit Management, Inc. ("Plaintiff"), is a Limited Liability Company qualified to do business in California.

2. This court is the proper court because Plaintiff is informed and believes that Defendant Darrell A Smith aka DARRELL SMITH ("Defendant"), is a resident of LOS ANGELES County, State of California.

3. Plaintiff is unaware of the true names and capacities of Defendants sued by the fictitious names DOES 1 through 10. Plaintiff will ask leave of court to amend this complaint as and when the true names and capacities of Defendants named herein as DOES 1 through 10 have been ascertained.

4. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers, employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and scope of said authority of such agents, servants, and employees.

5. Pursuant to California Civil Code §1788.58(a)(1), Plaintiff is a debt buyer as defined by California Civil Code §1788.50(a).

6. Attached hereto are records regarding the accounts and/or payments received.

**FIRST CAUSE OF ACTION**

**ACCOUNT STATED - AGAINST ALL DEFENDANTS**

7. Pursuant to California Civil Code §1788.58(a)(2), Plaintiff is seeking to recover the amount of \$1,447.16 for the account listed in the First Cause of Action. This is the amount due on credit card account number XXXXXXXXXXXX-6286 ("Account")<sup>1</sup> which was originally issued by CITIBANK, N.A.. The amount due is the result of transactions that occurred on the Account.

8. Pursuant to California Civil Code §1788.58(a)(3), Plaintiff is the sole owner of the debt. Attached hereto is a true and correct copy of the Bill of Sale from CITIBANK, N.A. to Plaintiff. The account was purchased by the Plaintiff on June 19, 2020.

9. Pursuant to California Civil Code §1788.58(a)(4), the Account balance at the time of charge-off was \$1,447.16.

10. In accordance with California Civil Code §1788.58(a)(4), the following is an explanation of the amount that the Plaintiff is seeking to recover at the time of the filing of this Complaint:

Charge-off Balance <sup>2</sup>	\$1,447.16
Total Post Charge-Off Interest	\$0.00
Total Post Charge-Off Fees <sup>3</sup>	\$0.00

11. Pursuant to California Civil Code §1788.58(a)(5), Plaintiff alleges that the date of default is October 25, 2019 and the date of the last payment was September 05, 2019.

12. Pursuant to California Civil Code §1788.58(a)(6), Plaintiff alleges that the name of the charge-off creditor at the time of the charge-off is CITIBANK, N.A.. On information and belief the Plaintiff alleges that an address utilized by CITIBANK, N.A. at the time of charge-off was 5800 SOUTH CORPORATE PLACE SIOUX FALLS SD 57108. At the time of charge off the account number associated with the debt was XXXXXXXXXXXX-6286.

13. Pursuant to California Civil Code §1788.58(a)(7), Plaintiff alleges that the name of the debtor as it appeared in the records of CITIBANK, N.A. is DARRELL A SMITH and the last known address as it appeared in the records of CITIBANK, N.A. is 5553 RETREAT XING SW MABLETON GA 301262565.

<sup>1</sup> Pursuant to California Rule of Court and California Civil Code §1788.58(c) the Account number has been redacted to protect the Defendant's confidential information.

<sup>2</sup> This amount may include the charged-off principal amount and pre-charge-off accrued interest as set forth in the seller data sheet attached hereto.

<sup>3</sup> This amount is not reflective of the costs incurred in the filing and service of this action which are recoverable pursuant to California Code of Civil Procedure §1033.5.

14. Pursuant to California Civil Code §1788.58(a)(8), Plaintiff alleges that the name and address of all post charge-off purchasers of the debt are as follows:

Name	Address
MIDLAND CREDIT MANAGEMENT, INC.	350 CAMINO DE LA REINA SUITE 100 SAN DIEGO CA 92108

15. Pursuant to California Civil Code §1788.58(a)(9) Plaintiff alleges that it has complied with the provisions of Civil Code §1788.52 and that it informed Defendant of the assignment of the account.

16. Pursuant to California Civil Code §1788.58(b) attached hereto is a true and correct copy of a monthly statement recording a purchase transaction, payment or balance transfer while the account was active as required by California Civil Code §1788.52(b).

17. The Account balance at the time of charge-off was \$1,447.16, attached hereto is a true and correct copy of a billing statement that was mailed to Defendant stating the balance due on the Account at or around the time of charge-off.

18. By this complaint, Plaintiff seeks to recover amounts of \$1,447.16 from Defendant.

19. As alleged above, before filing this suit, all right, title and interest to the Account were sold and assigned to Plaintiff. Plaintiff owns the Account and is entitled to collect on the Account as if it were the original creditor. To the extent that Plaintiff acts in its capacity as successor-in-interest to the original creditor or its assigns, references herein to Plaintiff may include Plaintiff's predecessor-in-interest.

20. Before commencement of this action, Plaintiff informed Defendant in writing that it intended to file this action and that this action could result in a judgment against Defendant that would include court costs allowed by California Code of Civil Procedure § 1033(b)(2).

21. Defendant opened, used, and derived benefit from the Account through Defendant's own use of the Account or by another's use at Defendant's direction. By using the Account, Defendant expressly agreed or impliedly promised to repay Plaintiff.

1           22.     Within the last four (4) years, Defendant became indebted on the Account to Plaintiff in  
2 the sum of \$1,447.16 on an account stated in writing by and between Plaintiff and Defendant.

3           23.     Regular monthly statements were mailed to Defendant listing the debits, credits, and  
4 balance due on the Account.

5           24.     Defendant last made a payment on the Account on September 05, 2019.

6           25.     Plaintiff has no record of Defendant objecting to the monthly statements after receipt.

7           26.     Plaintiff has made demand on Defendant for repayment of the account stated but  
8 Defendant has failed to pay the balance due.

9           27.     As of the date of this complaint there is due and owing the unpaid sum of \$1,447.16.  
10 This amount was arrived by subtracting all payments and applying all credits (if any) to the charge-off  
11 balance of \$1,447.16 as indicated on the charge-off statement.  
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SECOND CAUSE OF ACTION

ACCOUNT STATED - AGAINST ALL DEFENDANTS

28. Pursuant to California Civil Code §1788.58(a)(2), Plaintiff is seeking to recover the amount of \$1,098.17 for the account listed in the Second Cause of Action. This is the amount due on credit card account number XXXXXXXXXXXXX-9144 ("Account")<sup>1</sup> which was originally issued by CITIBANK, N.A.. The amount due is the result of transactions that occurred on the Account.

29. Pursuant to California Civil Code §1788.58(a)(3), Plaintiff is the sole owner of the debt. Attached hereto is a true and correct copy of the Bill of Sale from CITIBANK, N.A. to Plaintiff. The account was purchased by the Plaintiff on October 28, 2020.

30. Pursuant to California Civil Code §1788.58(a)(4), the Account balance at the time of charge-off was \$1,098.17.

31. In accordance with California Civil Code §1788.58(a)(4), the following is an explanation of the amount that the Plaintiff is seeking to recover at the time of the filing of this Complaint:

Charge-off Balance <sup>2</sup>	\$1,098.17
Total Post Charge-Off Interest	\$0.00
Total Post Charge-Off Fees <sup>3</sup>	\$0.00

32. Pursuant to California Civil Code §1788.58(a)(5), Plaintiff alleges that the date of default is November 10, 2019 and the date of the last payment was February 06, 2020.

33. Pursuant to California Civil Code §1788.58(a)(6), Plaintiff alleges that the name of the charge-off creditor at the time of the charge-off is CITIBANK, N.A.. On information and belief the Plaintiff alleges that an address utilized by CITIBANK, N.A. at the time of charge-off was 5800 SOUTH CORPORATE PLACE SIOUX FALLS SD 57108. At the time of charge off the account number associated with the debt was XXXXXXXXXXXXX-9144.

34. Pursuant to California Civil Code §1788.58(a)(7), Plaintiff alleges that the name of the debtor as it appeared in the records of CITIBANK, N.A. is DARRELL SMITH and the last known address as it appeared in the records of CITIBANK, N.A. is 5553 RETREAT XING SW MABLETON GA 30126.

<sup>1</sup> Pursuant to California Rule of Court and California Civil Code §1788.58(c) the Account number has been redacted to protect the Defendant's confidential information.

<sup>2</sup> This amount may include the charged-off principal amount and pre-charge-off accrued interest as set forth in the seller data sheet attached hereto.

<sup>3</sup> This amount is not reflective of the costs incurred in the filing and service of this action which are recoverable pursuant to California Code of Civil Procedure §1033.5.

1           35. Pursuant to California Civil Code §1788.58(a)(8), Plaintiff alleges that the name and  
address of all post charge-off purchasers of the debt are as follows:

Name	Address
MIDLAND CREDIT MANAGEMENT, INC.	350 CAMINO DE LA REINA SUITE 100 SAN DIEGO CA 92108

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5           36. Pursuant to California Civil Code §1788.58(a)(9) Plaintiff alleges that it has complied  
6 with the provisions of Civil Code §1788.52 and that it informed Defendant of the assignment of the  
account.

7           37. Pursuant to California Civil Code §1788.58(b) attached hereto is a true and correct copy  
8 of a monthly statement recording a purchase transaction, payment or balance transfer while the account  
9 was active as required by California Civil Code §1788.52(b).

10           38. The Account balance at the time of charge-off was \$1,098.17, attached hereto is a true  
11 and correct copy of a billing statement that was mailed to Defendant stating the balance due on the  
12 Account at or around the time of charge-off.

13           39. By this complaint, Plaintiff seeks to recover amounts of \$1,098.17 from Defendant.

14           40. As alleged above, before filing this suit, all right, title and interest to the Account were  
15 sold and assigned to Plaintiff. Plaintiff owns the Account and is entitled to collect on the Account as if it  
16 were the original creditor. To the extent that Plaintiff acts in its capacity as successor-in-interest to the  
17 original creditor or its assigns, references herein to Plaintiff may include Plaintiff's predecessor-in-  
interest.

18           41. Before commencement of this action, Plaintiff informed Defendant in writing that it  
19 intended to file this action and that this action could result in a judgment against Defendant that would  
20 include court costs allowed by California Code of Civil Procedure § 1033(b)(2).

21           42. Defendant opened, used, and derived benefit from the Account through Defendant's own  
22 use of the Account or by another's use at Defendant's direction. By using the Account, Defendant  
23 expressly agreed or impliedly promised to repay Plaintiff.

1           43.     Within the last four (4) years, Defendant became indebted on the Account to Plaintiff in  
2 the sum of \$1,098.17 on an account stated in writing by and between Plaintiff and Defendant.

3           44.     Regular monthly statements were mailed to Defendant listing the debits, credits, and  
4 balance due on the Account.

5           45.     Defendant last made a payment on the Account on February 06, 2020.

6           46.     Plaintiff has no record of Defendant objecting to the monthly statements after receipt.

7           47.     Plaintiff has made demand on Defendant for repayment of the account stated but  
8 Defendant has failed to pay the balance due.

9           48.     As of the date of this complaint there is due and owing the unpaid sum of \$1,098.17.  
10 This amount was arrived by subtracting all payments and applying all credits (if any) to the charge-off  
11 balance of \$1,098.17 as indicated on the charge-off statement.  
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1 **WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

2 **On the First and Second Cause of Action:**

- 3 1. For the unpaid balance of \$2,545.33;
- 4 2. Costs of suit;
- 5 3. Such other relief as the Court may deem just and proper.

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7 Dated: February 09, 2022

Midland Credit Management, Inc.

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9 By: 

10 ☐ JIYO JIN JULIA JUNG

11 ☒ MELINE GRIGORYAN

12 ☐ CHRISTINA ARNOLD

13 ☐ MICHAEL D. KAHN

14 ☐ ABRIL F. SAGLIO-RUIZ

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## **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT dated June 19, 2020, 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 May 16, 2019, between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 3 dated May 17, 2019, 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.

By:   
(Signature)

Name: Steven Dasch

Title: Authorized Party

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the final electronic file named "Encore-THD-Early-Out-Flow-0620" delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

<b>Lot</b>	<b>Sale ID</b>	<b># of Accounts</b>	<b>Sale Amount</b>	<b>Sale Rate</b>	<b>Cut-Off Date</b>
<b>THD Early Out Flow</b>	<b>060320MC1TH1EM</b>				<b>6/3/2020</b>

**AFFIDAVIT OF SALE OF ACCOUNT**

**State of Missouri  
County of Platte**

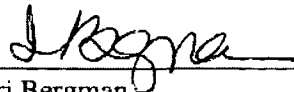
Terri Bergman, being duly sworn, deposes and says:

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 June 19, 2020, CBNA sold a pool of charged-off accounts (the "Accounts") by a Master Purchase and Sale Agreement May 16, 2019, Bill of Sale, and Addendum No. 3 dated May 17, 2019, to MIDLAND CREDIT MANAGEMENT, INC. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to MIDLAND CREDIT MANAGEMENT, INC. 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 24 day of June, 2020.

  
Terri Bergman

Sworn before me this 24 day of June, 2020.

CAROLYN E HUGHES  
Notary Public - Notary Seal  
State of Missouri, Jackson County  
Commission #14927304  
My Commission Expires Jan 26, 2022

  
Notary Public

(Notary Seal)

My Commission Expires: January 26, 2022

**CERTIFICATE OF CONFORMITY**

**STATE OF MISSOURI  
CITY OF KANSAS CITY**

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of MISSOURI and is a resident of Platte County, in the State of MISSOURI; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of MISSOURI; that the foregoing acknowledgment by Terri Bergman named in the foregoing instrument taken before Carolyn E. Hughes a Notary in the State of Missouri, was taken in the manner prescribed by such laws of the State of Missouri, 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 such state.

6-24-2020  
Date

Carolyn E. Hughes MO # 51227  
Attorney at Law

Field	Field Data
Account Number	██████████6286
First Name	DARRELL
Middle Name	A
Last Name	SMITH
SSN	XXX-XX-2082
Date of Birth	██████████
Address 1	5553 RETREAT XING SW
City	MABLETON
State	GA
Zip	301262565
Home Phone	3107028422
Open Date	07/06/2018
Last Purchase Date	11/21/2018
Last Purchase Amount	\$123.03
Last Payment Date	09/05/2019
Last Payment Amount	\$119.00
Sale Amount	\$1,447.16
Charge Off Date	04/28/2020
Charge off Balance	\$1,447.16
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	THE HOME DEPOT CONSUMER CREDIT CARD

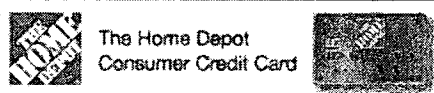
Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 06/19/2020 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Encore-THD-Early-Out-Flow-0620

## **EXHIBIT B**

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790328, St. Louis, MO 63179



**Customer Service:**  
homedepot.com/mycard  
**Account Inquiries:**  
1-800-677-0232

Account Number: 6286

## Summary of Account Activity

Previous Balance	\$1,093.72
Payments	-\$119.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$22.48
New Balance	\$997.20
Past Due Amount	\$0.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	09/27/2019
Next Statement Closing Date	10/28/2019
Days in Billing Cycle	30

## Payment Information

New Balance	\$997.20
Minimum Payment Due	\$33.00
Payment Due Date	October 24, 2019

**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 this statement in about	And you will end up paying an estimated total of
Only the minimum payment	6 years	\$1,942
\$41	3 years	\$1,466 (Savings-\$476)

If you would like information about credit counseling services, call 1-877-337-8187.

Your Minimum Payment Due is \$33.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$997.20 by 10/24/19. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Please update your phone number, including cell phone number on the back of the payment coupon.

## TRANSACTIONS

Trans Date	Description	Reference #	Amount
09/05	DEBIT CARD PAYMENT-THANK YOU TN	P9194007REKSGP69Y	\$ 119.00-

## FEES

TOTAL FEES FOR THIS PERIOD	\$ 0.00
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## INTEREST CHARGED

09/27	INTEREST CHARGE ON PURCHASES	\$ 22.48
TOTAL INTEREST FOR THIS PERIOD		\$ 22.48

HD 18

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



P.O. Box 790393  
St. Louis, MO 63179

Your Account Number is 6286



Payment Due Date	October 24, 2019
New Balance	\$997.20
Past Due Amount	\$0.00
Minimum Payment Due	\$33.00

Amount Enclosed: \$

Please print address changes on the reverse side.  
Make Checks Payable to ▼

Statement Enclosed

For proper credit, please write  
6286  
on your check and enclose  
with this payment coupon.

DARRELL A SMITH  
19502 CARDIN PL  
NORTHRIDGE, CA 91324-1676

HOME DEPOT CREDIT SERVICES  
PO BOX 78011  
PHOENIX, AZ 85062-8011

03000 0003300 0099720 0011900 06286 1813



**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

**Other Account and Payment Information.**

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

**Payment Other Than By Mail.**

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

**Credit Reporting Disputes.** We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

**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 address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. Account information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. 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:

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

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

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

## KEY CREDIT TERMS

**\*Promotion Terms**

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD APR 19

HD-9196-0400-0002 # 000-27A # E-0 - - 52 # P - - 0-Y # 0 - - - 0-0 # 01/28/19-07/31/18-14-August 28 2019  
N - - - # 0 - - H4DB # - - 0-0 - - # - - - - -

**Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)**

'Cell:

\*Home:

**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: \*\*\*\* \* 6286

2019 Totals Year-to-Date	
Total Fees Charged in 2019	\$228.00
Total Interest Charged in 2019	\$311.88

**ACTIVITY AND PROMOTIONS DETAIL**

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
	Revolving Balance								
-	-	\$1,093.72	\$119.00-	-	\$22.48	\$997.20	-	-	-
TOTAL		\$1,093.72	\$119.00-	\$0.00	\$22.48	\$997.20	\$0.00	\$0.00	

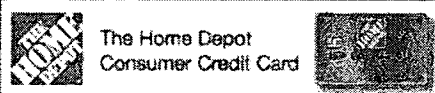
INTEREST CHARGE CALCULATION				Your Annual Percentage Rate (APR) is the annual interest rate on your account.
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
PURCHASES				
Revolving Balance	25.99% (M)	\$1,013.54	\$22.48	



## **EXHIBIT C**

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790328, St. Louis, MO 63179



**Customer Service:**  
homedepot.com/mycard  
**Account Inquiries:**  
1-866-458-7683

**Account Number:** 6286

## Summary of Account Activity

Previous Balance	\$1,377.13
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
<b>Fees Charged</b>	<b>+\$38.00</b>
<b>Interest Charged</b>	<b>+\$32.03</b>
New Balance	\$1,447.16
Past Due Amount	\$488.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$447.16
Statement Closing Date	04/27/2020
Next Statement Closing Date	05/28/2020
Days in Billing Cycle	31

## Payment Information

New Balance	\$1,447.16
Minimum Payment Due	\$573.00
Payment Due Date	May 24, 2020

**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 \$35.

**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	5 years	\$2,206
\$59	3 years	\$2,127 (Savings-\$79)

If you would like information about credit counseling services, call 1-877-337-8188.

Your Minimum Payment Due is \$573.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$1,447.16 by 05/24/20. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

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 will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

## TRANSACTIONS

Trans Date	Description	Reference #	Amount
04/24	LATE FEE		\$ 38.00
TOTAL FEES FOR THIS PERIOD			\$ 38.00

8 HD 18

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



P.O. Box 790393  
St. Louis, MO 63179

Your Account Number is 6286



Payment Due Date	May 24, 2020
New Balance	\$1,447.16
Past Due Amount†	\$488.00
Minimum Payment Due	\$573.00

**Amount Enclosed:** \$

† Past Due Amount is included in the Minimum Payment Due.  
Please print address changes on the reverse side.  
**Make Checks Payable to ▼**

Statement Enclosed

For proper credit, please write  
6286  
on your check and enclose  
with this payment coupon.

DARRELL A SMITH  
5553 RETREAT XING SW  
MABLETON, GA 30126-2555

HOME DEPOT CREDIT SERVICES  
PO BOX 78011  
PHOENIX, AZ 85062-8011

03000 0057300 0144716 0011900 0 6286 1812

### Information About Your Account.

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

### Other Account and Payment Information.

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

### Payment Other Than By Mail.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

## KEY CREDIT TERMS

### \*Promotion Terms

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD APR19

1A/ - HD - 9185-0400-0002 #BK-000 - 2/A - /C/ E - 0 - X - 82 - /D/ P - - - 0 - N - /Z/ - / - - - N - - 0 - 0 - /H/ 01/29/20 - 0/01/18 - 21 - March 27, 2020  
- /G/ N - - - - /H/ 0 - - - HDDB /H/ - - - 0 - 0 - - - /J/ - - - - -

Please provide change of address and update/add your phone numbers\* here: (Use blue or black ink.)

\*Cell:

\*Home:

\*Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: \*\*\*\* \* 6286

**TRANSACTIONS (cont.)**

Trans Date	Description	Reference #	Amount
<b>INTEREST CHARGED</b>			
04/27	INTEREST CHARGE ON PURCHASES		\$ 32.03
	TOTAL INTEREST FOR THIS PERIOD		\$ 32.03

<b>2020 Totals Year-to-Date</b>	
Total Fees Charged in 2020	\$152.00
Total Interest Charged in 2020	\$116.89

**ACTIVITY AND PROMOTIONS DETAIL**

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
	Revolving Balance								
-	-	\$1,377.13	-	\$38.00	\$32.03	\$1,447.16	-	-	-
<b>TOTAL</b>		<b>\$1,377.13</b>	<b>\$0.00</b>	<b>\$38.00</b>	<b>\$32.03</b>	<b>\$1,447.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**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			
Revolving Balance	25.99% (M)	\$1,397.41	\$32.03





## **EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT dated October 28, 2020, 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 May 16, 2019, between Bank, Department Stores National Bank, and Buyer (the "Master Purchase Agreement"), and that certain Addendum No. 15 dated July 27, 2020, 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.

By:   
(Signature)

Name: Steven Dasch

Title: Authorized Party

**Exhibit A to Bill of Sale**

The individual Accounts transferred are described in the final electronic file named "Encore-Best-Buy-Post-Early-Out-Flow-1020" delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

<b>Lot</b>	<b>Sale ID</b>	<b># of Accounts</b>	<b>Sale Balance</b>	<b>Cut-Off Date</b>	<b>Purchase Price Percentage</b>
<b>Best Buy Early Out Flow</b>	<b>100520MC1BB1EM</b>			<b>10/05/2020</b>	

**AFFIDAVIT OF SALE OF ACCOUNT**

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

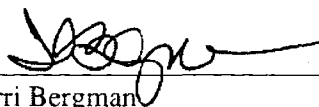
Terri Bergman, being duly sworn, deposes and says:

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 October 28, 2020, CBNA sold a pool of charged-off accounts (the "Accounts") by a Master Purchase and Sale Agreement May 16, 2019, Bill of Sale, and Addendum No. 15 dated July 27, 2020, to MIDLAND CREDIT MANAGEMENT, INC. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to MIDLAND CREDIT MANAGEMENT, INC. 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 05 day of November, 2020

  
Terri Bergman

Sworn before me this 5 day of Nov, 2020.

**CAROLYN E. HUGHES**  
Notary Public - Notary Seal  
State of Missouri, Jackson County  
Commission #14827304  
My Commission Expires Jan 26, 2022

  
Notary Public

(Notary Seal)

My Commission Expires: January 26, 2022


## CERTIFICATE OF CONFORMITY

STATE OF MISSOURI  
CITY OF KANSAS CITY

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of Missouri and is a resident of PLATTE County, in the State of MISSOURI; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Missouri; that the foregoing acknowledgment by Terri Bergman named in the foregoing instrument taken before Carolyn E. Hughes, a Notary in the State of Missouri, was taken in the manner prescribed by such laws of the State of Missouri, 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 such state.

11-05-2020

Date

 MO # 51227  
Attorney at Law

Field	Field Data
Account Number	██████████9144
First Name	DARRELL
Last Name	SMITH
SSN	XXX-XX-2082
Date of Birth	██████████
Address 1	5553 RETREAT XING SW
City	MABLETON
State	GA
Zip	30126
Home Phone	3107028422
Open Date	11/02/2018
Last Purchase Date	11/18/2018
Last Purchase Amount	\$1,000.00
Last Payment Date	02/06/2020
Last Payment Amount	\$112.00
Sale Amount	\$1,098.17
Charge Off Date	08/16/2020
Charge off Balance	\$1,098.17
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	BEST BUY

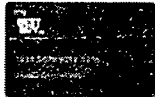
Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 10/28/2020 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Encore-Best-Buy-Post-Early-Out-Flow-1020

## **EXHIBIT B**

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
BEST BUY CREDIT SERVICES  
PO Box 780441 St. Louis, MO 63179



**My Best Buy®  
Credit Card**

**Customer Service:**  
bestbuy.accountonline.com  
**Account Inquiries:**  
1-888-574-1301

**Account Number:** 9144

## Summary of Account Activity

Previous Balance	\$922.00
Payments	-\$112.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
<b>Fees Charged</b>	<b>+\$40.00</b>
<b>Interest Charged</b>	<b>+\$0.00</b>
New Balance	\$850.00
Past Due Amount	\$50.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	02/13/2020
Next Statement Closing Date	03/15/2020
Days in Billing Cycle	29

## Payment Information

New Balance	\$850.00
Minimum Payment Due	\$99.00
Payment Due Date	March 9, 2020

**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 this statement in about	And you will end up paying an estimated total of
Only the minimum payment	8 years	\$2,665
\$49	3 years	\$1,777 (Savings=\$888)

If you would like information about credit counseling services, call 1 877 337 8188.

You must pay your promotional balance of **\$810.00** in full by **12/09/20** to avoid paying deferred interest charges.

Please update your phone number, including cell phone number on the back of the payment coupon.

## TRANSACTIONS

Trans Date	Description	Reference #	Amount
02/06	DEBIT CARD PAYMENT - I HANK YOU IL	P919400DM09EDAX33	\$ 112.00-
<b>FEES</b>			
02/09	LATE FEE		\$ 38.00
02/13	MINIMUM INTEREST CHARGE		\$ 2.00
	<b>TOTAL FEES FOR THIS PERIOD</b>		<b>\$ 40.00</b>

**Your account is past due.** Please make at least your minimum payment within this billing period to avoid any additional fees that may apply. You can avoid missing payments with automatic payments and stay on top of your account activity with Alerts.

» Visit us online or call us at 1-888-620-5879 (TTY: 1-800-995-9305 for hearing and speech impaired services only).

Hours of Operation: Monday - Friday: 8:00 a.m. to 11:00 p.m. ET • Saturday: 8:00 a.m. to 8:00 p.m. ET • Sunday: 9:00 a.m. to 8:00 p.m. ET  
We're available to assist you with your account.

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment, to insure proper credit. Retain upper portion for your records. ↓



PO BOX 6204  
SIOUX FALLS SD 57117-6204

Your Account Number is 9144



Payment Due Date	March 9, 2020
New Balance	\$850.00
Past Due Amount†	\$50.00
Minimum Payment Due	\$99.00

**Amount Enclosed:** \$

† Past Due Amount is included in the Minimum Payment Due.  
Please print address changes on the reverse side.  
**Make Checks Payable to ▼**

Statement Enclosed

DARRELL SMITH  
5553 RETREAT XING SW  
MABLETON, GA 30126-2565

BEST BUY CREDIT SERVICES  
PO BOX 78009  
PHOENIX, AZ 85062-8009

04900 0009900 0085000 0011200 0 9144 0916



914401

- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

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

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.
- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied the same day and you will be charged a \$5.00 agent expedited payment fee.

BBY PL NA AUG19

1A/- 4N - 9038-7001-0002 - N1 -7B/- 455532/490 - E -7C/- E - 90 - D - 22 -7D/- P - - - 0 - Y -7E/- 1 - - - - 0 - 0 -7F/- 01/18/20 - 11/01/18 - 15 - January 15 2020  
15/- N - - - -7H/- 0 - - - YA4H - V -7I/- - - 0 - 0 - - -7J/- - - - -

**Please provide change of address and update/add your phone numbers\* here: (Use blue or black ink.)**

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

•Cell:

\*Home:

**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: \*\*\*\* \* 9144

**TRANSACTIONS (cont.)**

| Trans Date | Description | Reference # | Amount |
|------------|-------------|-------------|--------|
|------------|-------------|-------------|--------|

**INTEREST CHARGED**

|                                |    |      |
|--------------------------------|----|------|
| TOTAL INTEREST FOR THIS PERIOD | \$ | 0.00 |
|--------------------------------|----|------|

| 2020 Totals Year-to-Date       |         |
|--------------------------------|---------|
| Total Fees Charged in 2020     | \$80.00 |
| Total Interest Charged in 2020 | \$0.00  |

**ACTIVITY AND PROMOTIONS DETAIL**

| Original<br>Promotion<br>Trans<br>Amount | Promo<br>Trans<br>Date | Previous<br>Balance | Payments<br>& Other<br>Credits | Purchases,<br>Cash Adv.<br>Fees &<br>Other Debits | Interest<br>Charged | New<br>Balance  | Promotion<br>Minimum<br>Payment Due | Deferred<br>Interest<br>Charges | Promotion<br>Expiration<br>Date |
|--|------------------------|---------------------|--------------------------------|---|---------------------|-----------------|-------------------------------------|---------------------------------|---------------------------------|
| PURCHASES                                |                        |                     |                                |   |                     |                 |                                     |                                 |                                 |
| REGULAR                                  | -                      | \$107.00            | \$107.00-                      | \$40.00   | -                   | \$40.00         | -                                   | -                               | -                               |
| NO INT W/PYMTS FOR 24 MOS                |                        |                     |                                |   |                     |                 |                                     |                                 |                                 |
| \$1,000.00                               | 11/16/18               | \$815.00            | \$5.00-                        | -   | -                   | \$810.00        | -                                   | \$363.62                        | 12/09/20                        |
| <b>TOTAL</b>                             |                        | <b>\$922.00</b>     | <b>\$112.00-</b>               | <b>\$40.00</b>                                    | <b>\$0.00</b>       | <b>\$850.00</b> | <b>\$0.00</b>                       | <b>\$363.62</b>                 |                                 |

**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                 |                              |                                  |                 |
| REGULAR                   | 26.74% (M)(V)                | \$78.51                          | \$0.00          |
| NO INT W/PYMTS FOR 24 MOS | 26.74% (M)(V)                | -                                | -               |
| (V) - Variable Rate       |                              |                                  |                 |

204476



## **EXHIBIT C**

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
BEST BUY CREDIT SERVICES  
PO Box 780441, St. Louis, MO 63179



**My Best Buy®  
Credit Card**

**Customer Service:**  
bestbuy.accountonline.com  
**Account Inquiries:**  
1-888-620-5879

**Account Number:** 9144

## Summary of Account Activity

|                         |                 |
|-------------------------|-----------------|
| Previous Balance        | \$1,054.88      |
| Payments                | -\$0.00         |
| Other Credits           | -\$0.00         |
| Purchases               | +\$0.00         |
| Cash Advances           | +\$0.00         |
| <b>Fees Charged</b>     | <b>+\$38.00</b> |
| <b>Interest Charged</b> | <b>+\$5.29</b>  |
| New Balance             | \$1,098.17      |
| Past Due Amount         | \$355.00        |

## Payment Information

|                     |                   |
|---------------------|-------------------|
| New Balance         | \$1,098.17        |
| Minimum Payment Due | \$410.00          |
| Payment Due Date    | September 9, 2020 |

**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 this statement in about: | And you will end up paying an estimated total of |
|--|--|--|
| Only the minimum payment   | 8 years  | \$3,062  |
| \$65   | 3 years  | \$2,328<br>(Savings=\$734)                       |

If you would like information about credit counseling services, call 1 877 337 8188.

|                             |            |
|-----------------------------|------------|
| Credit Limit                | \$0.00     |
| Available Credit            | \$0.00     |
| Amount Over Credit Limit    | \$98.17    |
| Statement Closing Date      | 08/14/2020 |
| Next Statement Closing Date | 09/14/2020 |
| Days in Billing Cycle       | 30         |

You must pay your promotional balance of **\$810.00** in full by **12/09/20** to avoid paying deferred interest charges.

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 will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

## TRANSACTIONS

| Trans Date                 | Description | Reference # | Amount   |
|----------------------------|-------------|-------------|----------|
| 08/09                      | LATE FEE    |             | \$ 38.00 |
| TOTAL FEES FOR THIS PERIOD |             |             | \$ 38.00 |

SHIN 9

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓



PO BOX 6204  
ST LOUIS MO 63179-6204

Your Account Number is 9144



|                     |                   |
|---------------------|-------------------|
| Payment Due Date    | September 9, 2020 |
| New Balance         | \$1,098.17        |
| Past Due Amount†    | \$355.00          |
| Minimum Payment Due | \$410.00          |

Amount Enclosed: \$

† Past Due Amount is included in the Minimum Payment Due.  
Please print address changes on the reverse side.  
**Make Checks Payable to ▼**

Statement Enclosed

DARRELL SMITH  
5553 RETREAT XING SW  
MABLETON, GA 30126-2555

BEST BUY CREDIT SERVICES  
PO BOX 78009  
PHOENIX, AZ 85062-8009

04900 0041000 0109817 0011200 0 9144 0917

### Information About Your Account.

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a reduced rate credit plan, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle. Deferred interest offers may also be called Same As Cash or No Interest.

In addition, certain promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If that is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

### Other Account and Payment Information.

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

### Payment Other Than By Mail.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.
- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied the same day and you will be charged a \$5.00 agent expedited payment fee.

- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

**Credit Reporting Disputes.** We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

**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 address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

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

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

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

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

BBY PL NA FEB20

/A/- HN - 9039 /001-0002 - N1 -B/- 455532/490 - E -C/- E - 90 - X - 22 -D/- P - - - - - N -E/- / - - - - - N - - - - - 0 -D -H/- 01/18/20 - 11/01/18 - 21 - July 15, 2020  
/3/- V - - - - - H/- 0 - - - - - YA4B - V -H/- - - - - - 0 - - - - - H/- - - - - -

Page 2 of 4

**Please provide change of address and update/add your phone numbers here:** (Use blue or black ink.)

\*Cell:

\*Home:

\*Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: \*\*\*\* \* 9144

**TRANSACTIONS (cont.)**

| Trans Date              | Description                    | Reference # | Amount  |
|-------------------------|--------------------------------|-------------|---------|
| <b>INTEREST CHARGED</b> |                                |             |         |
| 08/14                   | INTEREST CHARGE ON PURCHASES   |             | \$ 5.29 |
|                         | TOTAL INTEREST FOR THIS PERIOD |             | \$ 5.29 |

| 2020 Totals Year-to-Date       |          |
|--------------------------------|----------|
| Total Fees Charged in 2020     | \$312.00 |
| Total Interest Charged in 2020 | \$16.17  |

**ACTIVITY AND PROMOTIONS DETAIL**

| Original<br>Promotion<br>Trans<br>Amount | Promo<br>Trans<br>Date | Previous<br>Balance | Payments<br>& Other<br>Credits | Purchases,<br>Cash Adv,<br>Fees &<br>Other Debits | Interest<br>Charged | New<br>Balance | Promotion<br>Minimum<br>Payment Due | Deferred<br>Interest<br>Charges | Promotion<br>Expiration<br>Date |
|--|------------------------|---------------------|--------------------------------|---|---------------------|----------------|-------------------------------------|---------------------------------|---------------------------------|
| PURCHASES                                |                        |                     |                                |   |                     |                |                                     |                                 |                                 |
| REGULAR                                  |                        |                     |                                |   |                     |                |                                     |                                 |                                 |
| -  | -                      | \$244.88            | -                              | \$38.00   | \$5.29              | \$288.17       | -                                   | -                               | -                               |
| NO INT W/PYMTS FOR 24 MOS                |                        |                     |                                |   |                     |                |                                     |                                 |                                 |
| \$1,000.00                               | 11/16/18               | \$810.00            | -                              | -   | -                   | \$810.00       | -                                   | \$522.97                        | 12/09/20                        |
| TOTAL                                    |                        | \$1,054.88          | \$0.00                         | \$38.00   | \$5.29              | \$1,098.17     | \$0.00                              | \$522.97                        |                                 |

**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                 |                              |                                  |                 |
| REGULAR                   | 25.24% (M)(V)                | \$254.96                         | \$5.29          |
| NO INT W/PYMTS FOR 24 MOS | 25.24% (M)(V)                | -                                | -               |

(V) = Variable Rate

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