

MIDLAND CREDIT MANAGEMENT, INC.

Plaintiff,

vs.

DA

Defendants.

IN THE COUNTY COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY, FLORIDA
CASE NO.:

COMPLAINT

Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., by counsel, sues Defendant,

under Account Stated and in support thereof states:

1. Plaintiff is authorized to file this Complaint in this Court. Plaintiff owns portfolios of consumer receivables, which it attempts to collect. Plaintiff strives to treat its consumers, such as Defendant, with respect, compassion and integrity, hoping to provide mutually-beneficial opportunities for consumers to repay their debts and attain financial recovery.
2. Defendant is subject to this Court's jurisdiction.
3. Defendant established an account with CITIBANK, N.A., under redacted account number XXXXXXXXXXXXX-3976. Defendant did not object to the statement.
4. Defendant was provided statements delineating Defendants use of the account and stating the current balance due.
5. Defendant defaulted on the account.
6. A statement of account balance was sent to Defendant and not paid. Defendant did not object to the statement.
7. Plaintiff has acquired all right, title and interest to Defendant's account, and has attempted to contact Defendant through several means in an effort to resolve the account with Defendant, but has been unsuccessful. Defendant has not repaid the balance owed on the account. Plaintiff remains willing to discuss various options to resolve the outstanding obligation, although the options may be different than they were prior to the initiation of litigation.
8. Plaintiff has met all conditions precedent to the initiation of this lawsuit, or those conditions have been waived.
9. Defendant owes Plaintiff \$9,452.34.
10. In support of the allegations, Plaintiff incorporates herein by reference the attached Exhibits.

WHEREFORE, Plaintiff requests judgment against the Defendant for \$9,452.34 and costs of the action and post judgment interest at the statutory rate.

/s/ _____, Esq.

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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.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated April 22, 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: 
(Signature)

By: 
(Signature)

Name: Terri Bergman

Name: Danielle Wohlfahrt

Title: Authorized Party

Title: VP of Business Development

Contract ID: EN8MUMAA043021
Addendum ID: EN8MUMAA092221C6
Document ID: 041322MC1MU3FMA1

Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Encore-Brands-Fresh-180-Day-Flow-Lot1-0422 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 180 Day Flow Lot 1	041322MC1MU3FM			4/13/2022	

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 April 22, 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.

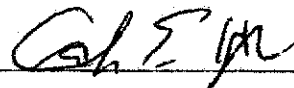
Signed this 26 day of April, 2022



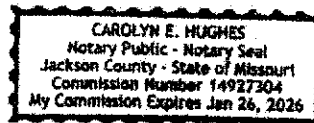
Terri Bergman

State of Missouri)
) ss
County of Platte)

On this 26 day of APR, 2022, 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]

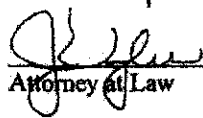


CERTIFICATE OF CONFORMITY

**STATE OF MISSOURI
CITY OF KANSAS CITY**

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 affidavit 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.

4-26-2022
Date


MO# 51227
Attorney at Law