

IN THE COUNTY COURT IN AND FOR DUVAL COUNTY, FLORIDA

CASE NO.:

Midland Credit Management, Inc.

Plaintiff,

vs.

COMPLAINT

YOLANDA CRAWFORD,

Defendant.

_____/

COMES NOW the Plaintiff, Midland Credit Management, Inc., by and through its undersigned counsel, and sues Defendant, YOLANDA CRAWFORD, and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages that are within the jurisdictional limits of this court exclusive of costs.
2. Venue of this action is proper in the county named above because the Defendant is a resident of this county and/or because the Defendant executed the subject agreement in this county.
3. Upon Defendant's request, the original creditor, COMENITY CAPITAL BANK, issued a credit account in the name of Defendant bearing the account number XXXXXXXXXXXXXXX1127.
4. Prior to the commencement of this action, Plaintiff, Midland Credit Management, Inc., acquired Defendant's account originated by the original creditor, see attached Exhibit "A", and as such is entitled to all rights originally bestowed upon the original creditor.
5. Although demands have been made by Plaintiff, Midland Credit Management, Inc., upon Defendant for payment, Defendant has failed or refused to pay the amount due and owing on the account.
6. Plaintiff and its predecessors have duly performed all promises and conditions precedent as required.

COUNT I – ACCOUNT STATED

Plaintiff readopts and re-alleges allegations one (1) through seven (7) above and further states as follows:

7. Before the institution of this action, Plaintiff's predecessor in interest and the Defendant, YOLANDA CRAWFORD, had business transactions between them where the parties agreed upon a resulting balance. Plaintiff is an assignee and as such obtains all rights of the original creditor to be repaid.
8. There are no unresolved billing disputes made in response to receiving the account statements and, therefore, there is a prima facie case establishing the correctness of the account balance. *See, Farley v. Chase Bank, USA, NA, 37 So. 3d 936 (Fla. 4th DCA 2010)*. Copies of any available statements are attached hereto and incorporated herein as Composite Exhibit "B".
9. By using and/or making payments on the subject account, the Defendant accepted the resulting balance.
10. After adjustment for any credits or payments made after charge off of the account, Defendant owes Plaintiff, Midland Credit Management, Inc., the amount of \$2,631.05.

WHEREFORE Plaintiff, Midland Credit Management, Inc., respectfully requests this Honorable Court enter Judgment in its favor against Defendant, YOLANDA CRAWFORD, in the sum of \$2,631.05, post-judgment interest, together with court costs as described herein and any other just and further relief as this Honorable Court deems just and proper.

Respectfully submitted,
ANDREU, PALMA, LAVIN, & SOLIS, PLLC

/s/ Jorge L. Palma, esq. - FBN 597708

887 Donald Ross Road
Juno Beach, FL 33408
Tel. (877)229-5972
Fax. (800)391-2178
Email: eservice@andreupalma.com
2405000487



EXHIBIT A

EXHIBIT A

BILL OF SALE

Comenity Capital Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of February 22, 2022 all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the File Creation Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Credit Card Account Purchase Agreement.



This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

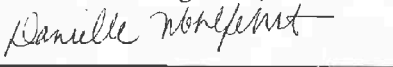
COMENITY CAPITAL BANK

By: 

Date: 3/9/22

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: 

Date: 3/17/2022

Title: VP of Business Development

**SCHEDULE 1 TO BILL OF SALE
ASSET SCHEDULE**

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG_HF_FEB_2022_DPL_CCB.TXT;MCMG_HF_FEB_2022_LCS_CCB.TXT delivered by Comenity Capital Bank to Midland Credit Management, Inc. on February 14, 2022 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
[REDACTED]			[REDACTED]

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