

THE STATE OF TEXAS

DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

To:



FOR SERVICE BY MAIL OR PERSONAL CIVIL PROCESS

Defendant, in the hereinafter styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the Court which issued this citation by 10:00 a.m. on the Monday next following the expiration of ten (10) days after you were served this citation and petition, a default judgment may be taken against you. Plaintiff's demand is more fully set out in the copy of the petition which is attached to this citation.

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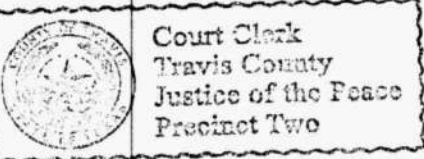
YOU MUST FILE A WRITTEN ANSWER AT THE ADDRESS BELOW. THE TEXAS RULES OF CIVIL PROCEDURE REQUIRE THAT CERTAIN TYPES OF LAWSUITS BE ANSWERED WITH A SWORN WRITTEN ANSWER. THIS COURT CANNOT GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS, CONSULT AN ATTORNEY.

\*\*\*\*\*

Your cause number is \_\_\_\_\_, and your case styled

MIDLAND FUNDING LLC, Plaintiff vs. \_\_\_\_\_ Defendant

was filed in Justice Court, Precinct 2, on DECEMBER 19, 2012 . Issued and given under my hand on DECEMBER 26, 2012 .



Court Clerk  
Travis County  
Justice of the Peace  
Precinct Two

Judge GLENN BASS  
Justice Court, Precinct 2  
10409 Burnet Road, Suite 180  
Austin, Texas 78758-4427

Plaintiff Attorney:



----- OFFICER'S RETURN -----

Came to the hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
Executed at \_\_\_\_\_ within County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named

a true copy of this citation together with the accompanying copy of the petition having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

To certify which witness my hand officially:

Private Server of \_\_\_\_\_ County, Texas  
By Deputy \_\_\_\_\_

MIDLAND FUNDING LLC

PLAINTIFF

v.

[REDACTED]

DEFENDANT

IN THE JUSTICE COURT

PRECINCT 2 PLACE 1

TRAVIS COUNTY, TEXAS

JUSTICE OF THE PEACE  
TRAVIS COUNTY, PCT. TWO

2012 DEC 19 PM 5:06

FILED

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND FUNDING LLC, the Plaintiff, complains of [REDACTED], and for cause of action shows:

**A. Discovery Level**

1. Plaintiff intends to conduct discovery under Level 1 of the Texas Rules of Civil Procedure.

**B. Parties and Service of Citation.**

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

3. The Defendant is a resident of TRAVIS, County, Texas, and may be served at the following address, or wherever the Defendant may be found:

[REDACTED]

**C. Venue**

4. Venue is proper in TRAVIS County because Defendant, a natural person, resides in this county.

**D. Midland's Efforts To Resolve The Underlying Obligation**

5. Plaintiff Midland Funding LLC owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff Midland Funding LLC and its affiliates (collectively, "Midland") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying obligation. In doing so, Midland



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

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

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

#### **E. Facts**

8. Defendant opened an account with CHASE BANK USA, N.A.. Plaintiff purchased Defendant's debt, and Plaintiff is now owed money from Defendant. Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CHASE BANK USA, N.A.
ORIGINAL ACCOUNT NO.:	[REDACTED]
DATE OF CHARGE-OFF:	04/30/2010
CHARGE-OFF BALANCE:	\$7,326.49

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JUSTICE OF THE PEACE  
TRAVIS COUNTY, PCT. 1

#### **F. Count 1 - Breach of Contract**

9. Defendant breached his/her obligation to pay Plaintiff by failing and/or refusing to pay the remainder of the obligation on this account. The breach was material because Defendant did not substantially perform a material obligation - payment - as required under the contract.

10. Demand for payment has been made by Plaintiff, and Defendant has refused and failed to remit the amount of \$7,326.49, as well as interest of \$0.00, for a total balance due of \$7,326.49.

11. Interest on the account continues to accrue at the contractual or legal rate.

12. Plaintiff's injury, which is the extent of the amount owed on the account, was a natural and probable consequence of Defendant's breach.

#### **G. Count 2 - Account Stated**

13. Plaintiff is entitled to relief under the common law cause of action of account stated. Transactions between the parties or their predecessors-in-interest gave rise to indebtedness of the

Defendant to the Plaintiff. An agreement, express or implied, between the parties fixed an amount due, and the Defendant made a promise, express or implied, to pay the indebtedness.

**H. Damages**

14. Plaintiff seeks liquidated damages in the amount of \$7,326.49, plus pre- and postjudgment interest as allowed by the contract and/or Texas law.

**I. Conditions Precedent**

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

**J. Prayer**

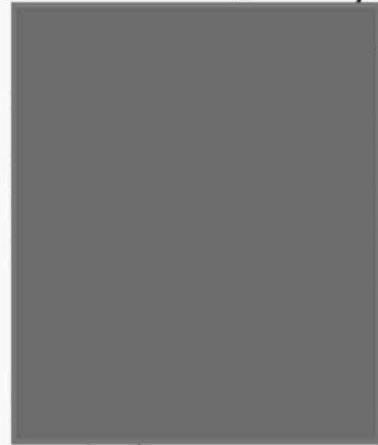
For these reasons, Plaintiff asks that Defendant be cited to appear and answer, and that Plaintiff have judgment against Defendant for the following:

- a. Actual damages in the amount of \$7,326.49;
- b. Prejudgment and postjudgment interest at the contractual rate or the highest legal rate;
- c. All costs of suit; and
- d. All other relief, in law and equity, to which Plaintiff may be entitled.

Respectfully submitted,

MIDLAND FUNDING LLC

By: 



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JUSTICE OF THE PEACE  
TRAVIS COUNTY PCT. - W/O

Payment Due Date    New Balance    Past Due Amount    Minimum Payment

05/17/10    \$7,326.49    \$1,801.00    \$2,096.09

Account number: [REDACTED]

\$ [REDACTED]

Make your check payable to:  
Chase Card Services.  
Please write amount enclosed.  
New address or e-mail? Print on back.

[REDACTED]

[REDACTED]



CARDMEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-4014

[REDACTED]



Manage your account online: [www.chase.com/creditcards](http://www.chase.com/creditcards)  
Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY	
Account Number:	[REDACTED]
Previous Balance	\$7,104.20
Fees Charged	+\$39.00
Interest Charged	+\$183.29
New Balance	\$7,326.49
Opening/Closing Date	03/21/10 - 04/20/10
Total Credit Line	\$15,300
Available Credit	\$7,973
Cash Access Line	\$15,300
Available for Cash	\$0

PAYMENT INFORMATION	
New Balance	\$7,326.49
Payment Due Date	05/17/10
Minimum Payment Due	\$2,096.00
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 late fee and your APRs will be subject to increase to a maximum Penalty APR of 29.99%.	
<b>Minimum Payment Warning:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	32 years	\$25,197
\$312	3 years	\$11,248 (Savings=\$13,949)

If you would like information about credit counseling services, call 1-866-797-2885.

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

**FLEXIBLE REWARDS SUMMARY**

Previous Points Balance	0	Thank you for using the credit card that earns rewards that can be used for travel, gift cards, cash, or merchandise. Remember, you can earn points by using your Flexible Rewards credit card for everyday purchases like groceries, gas, and drugstore purchases.
Points Earned on Purchases This Period	0	
Points Earned Through Chase Rewards Plus	0	
New Total Points Balance	0	

Your Chase Flexible Rewards credit card earns 1 point for every \$1 you spend on purchases. Earn up to an additional 10 points while shopping online through [www.chase.com/rewardsplus](http://www.chase.com/rewardsplus). Add authorized users, and sign up to have your monthly bills charged to your card, too. Why not get rewards for all those purchases too? It's that simple. Simply go [chase.com/rewards](http://chase.com/rewards) to choose your reward today! Redeem your points anytime, or just check out new offers at [www.chase.com/rewards](http://www.chase.com/rewards).

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>FEES CHARGED</b>		
04/18	LATE FEE	39.00
	TOTAL FEES FOR THIS PERIOD	\$39.00
<b>INTEREST CHARGED</b>		
04/20	PURCHASE INTEREST CHARGE	6.55
04/20	CASH ADVANCE INTEREST CHARGE	176.74
	TOTAL INTEREST FOR THIS PERIOD	\$183.29

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 TRAVIS COUNTY, PCT. - MO

Total fees charged in 2010	\$117.00
Total interest charged in 2010	\$516.84

Year-to-date totals reflect all charges minus any refunds applied to your account on or after January 31, 2010.

**INTEREST CHARGES**

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

Balance Type	Annual Percentage Rate (APR) 31 Days In Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	29.99% (v)	\$257.13	\$6.55	\$0.00
Cash Advances	29.99% (v)	\$6,939.09	\$176.74	\$0.00

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

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2012 DEC 19 PM 5:07

JUSTICE OF THE PEACE  
TRAVIS COUNTY, TEXAS

From Article at GetOutOfDebt.org

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CAUSE NO. [REDACTED]

MIDLAND FUNDING LLC

VS

[REDACTED]

JUSTICE COURT

JUSTICE COURT # 2/1

TRAVIS COUNTY, TEXAS

**ORDER FOR SUBSTITUTE SERVICE  
T.R.C.P. 536 (c)(2)**

On the Motion presented and the affidavit attached from stating the location of the Defendant's usual place of business/abode or other place where: [REDACTED]

the Defendant, can be found and stating specifically the facts showing that service has been attempted at [REDACTED] T.R.C.P. 536 (c)(2) and service at [REDACTED] reasonably effective to give the Defendant, notice of this suit.

IT IS ACCORDINGLY ORDERED that an authorized process server/officer that is not a party to this suit nor interested in the outcome shall give the Defendant, [REDACTED]

notice of this suit by:

X delivering a true copy of the citation and petition attached, to anyone over 16 years of age at [REDACTED]

OR

X attaching a true copy of the citation and petition securely to the front door/entry way at: [REDACTED]

serving a true copy of the citation and petition to the Texas Secretary of the State

which will be reasonable effective to give the Defendant notice of this suit.

It is further ordered that the return of the authorized person be endorsed on or attached to the citation, stating when and how the citation was served, and be signed by the authorized person/officer, and is to make due return in accordance with the Texas Rules of Civil Procedure Rule 107.

SIGNED this 2nd day of February, 2013

**Original Signed by  
Judge Glenn Bass**  
JUDGE PRESIDING



AX06A12C03073

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