

CAUSE NO. \_\_\_\_\_

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

IN THE JUSTICE COURT

vs.

PRECINCT 1 PLACE 1

HANNAH D RICHEY  
Defendant

DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION****TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of HANNAH D RICHEY, the Defendant, and for cause of action shows:

**Discovery Level**

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

**Parties and Service of Citation**

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

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

HANNAH D RICHEY  
300 N AKARD ST APT 2507  
DALLAS, TX 75201-3465

**Venue and Jurisdiction; Relief Sought**

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

**Plaintiffs Efforts To Resolve  
The Underlying Obligation**

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

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

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

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

### **Count I**

8. Defendant had an account with CAPITAL ONE, N.A.. Plaintiff purchased Defendant's debt on or about December 27, 2024. Plaintiff has been assigned the debt, and Plaintiff is now owed money from Defendant. MIDLAND CREDIT MANAGEMENT, INC. is the current owner of the debt, and any prior holders of the debt are listed in the attached Affidavit Relating to Damages and Business Records and are incorporated by reference.

Relevant information related to the account is as follows:

ORIGINAL CREDITOR:	CAPITAL ONE, N.A.
ACCOUNT NO.:	XXXXXXXXXXXX-8579
DATE OF CHARGE-OFF:	November 21, 2024
CHARGE-OFF BALANCE:	\$5,820.03
DATE OF ORIGINATION:	November 27, 2023

Account Stated

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

10. Demand for payment has been made by Plaintiff, and as of December 10, 2025, Defendant has refused and failed to remit the remaining principal amount of \$5,783.45. No interest (0%) is accruing on the account.

### **Damages**

11. Plaintiff seeks liquidated damages in the amount of \$5,783.45 along with post judgment interest at the statutory rate provided by applicable law.

### **Conditions Precedent**

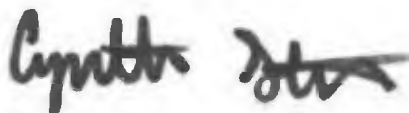
12. All conditions precedent have been performed, have occurred, or should be excused.

### **Prayer**

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

- a. Actual damages in the amount of \$5,783.45;
- b. All costs of suit; and
- c. All other relief, in law and equity, to which Plaintiff may be entitled.

Respectfully submitted  
MIDLAND CREDIT MANAGEMENT, INC.



Cynthia Stevens

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Brian Staley, Texas Bar No. 00797483  
Michael Young, Texas Bar No. 24037759  
Peter Newman, Texas Bar No. 24106928  
Juan Goenaga, Texas Bar No. 00797868  
Cynthia Stevens, Texas Bar No. 24129749  
Genail Logan, Texas Bar No. 24117754  
Sunny Park, Texas Bar No. 24149285  
John Gillespie, Texas Bar No. 07926300  
Amanda Okoli, Texas Bar No. 24140904  
Eliel Escobedo Jr., Texas Bar No. 24124860  
David D. Backer, Texas Bar No. 24128895  
Kristy Gabrielova, Texas Bar No. 24042929  
Attorneys for MIDLAND CREDIT MANAGEMENT,  
INC.  
P.O. Box 460568  
Houston, TX 77056  
Tel: (866) 300-8750  
Fax: 877-232-9721  
Email: InternalLegal-TexasFax@MCMCG.COM

PLEASE UNDERSTAND THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN  
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.

You can view documents related to your account by visiting our website at [www.midlandcredit.com](http://www.midlandcredit.com) and  
logging into your account.

## STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF ONOME SKELDON-EGI

HANNAH D RICHEY,

Defendant(s).

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

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CAPITAL ONE, N.A./WILLIAMS SONOMA account XXXXXXXXXXXXX8579 (MCM Number 330917739) (hereinafter "the Account").
2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.
3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge

AFFIDAVIT OF ONOME SKELDON-EGI - 1



330917739



AFFRECATTACH



25-421077

of the subsequent collection and/or servicing activities recorded, and a business duty to report, to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. The accuracy of such records is relied upon by Plaintiff in collecting this Account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the Account at issue in this case as required by law and/or suffer business loss.

5. MCM's records show that the Account was charged off on 2024-11-21 with a balance of \$5,820.03. On or about 2024-12-27, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$5,820.03. As of 2025-12-10, MCM's records show that the balance of \$5,783.45 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$5,783.45 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. CAPITAL ONE, N.A. 2024-12-27
2. Midland Credit Management, Inc.

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

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AFFIDAVIT OF ONOME SKELDON-EGI - 2



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

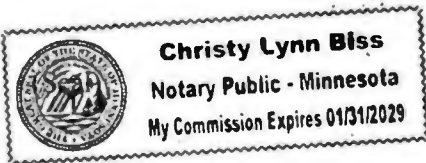
JAN 08 2026  
Date

  
Onome Skeldon-Egi

STATE OF MINNESOTA  
COUNTY OF STEARNS

JAN 08 2026

Signed and sworn to (or affirmed) before me on \_\_\_\_\_  
by Onome Skeldon-Egi.



  
Notary Public

CA137

AFFIDAVIT OF ONOME SKELDON-EGI - 3



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JPC-26-02193-11

FILED  
2/4/2026 12:38 PM  
Dallas County  
Justice of the Peace Pct 1-1  
By: Lenita Bailey

# EXHIBIT A

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated October 3, 2024

**BILL OF SALE**

**Closing Date: 12/27/2024**

Capital One, N.A. ("Seller"), in consideration of a Purchase Price of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, conveys, sets over, and transfers all right, title and interest in the Accounts identified in the Sale File entitled

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OMEGA.BN0076.SALES.PROD-EAST.PFRLE20241220\_BN0076\_main.dat.gz  
OMEGA.BN0076.SALES.PROD-EAST.PFRLE20241220\_BN0076\_phone.dat.gz

(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23, 2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

The Cutoff Date for the Sale File was December 20, 2024. The aggregate Sale Balance of the Accounts as of the Cutoff Date was [REDACTED]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has executed and delivered this Bill of Sale as of the date first above written.

**CAPITAL ONE NATIONAL ASSOCIATION**

By: 

Name: Wesley Perkins

Title: Managing Vice President

**MIDLAND CREDIT MANAGEMENT, INC.**

By: 

Name: Danielle Wohlfahrt

Title: MVP Business Development

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated October 3, 2024

AFFIDAVIT OF SALE  
OF ACCOUNT  
BY CREDITOR

Wesley Perkins being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Managing Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about December 20, 2024 Capital One, N.A. sold a pool of charged-off accounts (the Accounts) by a Master Account Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., a Kansas corporation. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One, N.A.

I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 16<sup>th</sup> day of January, 2025.



Wesley Perkins  
Managing Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

Commonwealth of Virginia

County of Goochland

The foregoing instrument was acknowledged before me this 16 day of January, 2025.

Notary Signature Jennifer Judith White

Notary Name: Jennifer Judith White

JENNIFER JUDITH WHITE  
NOTARY PUBLIC  
REG. # 7710751  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JULY 31, 2027

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated October 3, 2024

CERTIFICATE OF CONFORMITY

CERTIFICATE OF CONFORMITY  
MADE PURSUANT TO  
CPLR 2309(c)  
and RPL 299-a

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Jennifer Judith White, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on 1/16/25

James Olsted

Printed Name

[Signature]

Signed Name

Attorney at Law, Commonwealth of Virginia

Field	Field Data
Account Number	██████████ 8579
Seller Account ID	1024326734
First Name	HANNAH
Middle Name	D
Last Name	RICHEY
SSN	XXX-XX-0007
Date of Birth	██████████
Address 1	300 N AKARD ST
Address 2	APT 2507
City	DALLAS
State	TX
Zip	75201
Home Phone	4695145591
Open Date	11/27/2023
Last Purchase Date	05/09/2024
Last Purchase Amount	\$8.65
Last Payment Date	04/02/2024
Last Payment Amount	\$285.00
Sale Amount	\$5,820.03
Charge Off Date	11/21/2024
Charge off Balance	\$5,820.03
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	WILLIAMS SONOMA

Account information provided by Capital One, National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/27/2024 in connection with the sale of accounts from Capital One, National Association to Midland Credit Management, Inc.

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PFRLE20241220

# EXHIBIT B

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Account Sale Addendum dated October 3, 2024

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CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Name: Wesley Perkins

Title: Managing Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: 

Name: Danielle Wohlfahrt

Title: MVP Business Development

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I am over 18 and not a party to this action. I am the Managing Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

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I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 16<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
Wesley Perkins  
Managing Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by Wesley Perkins, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

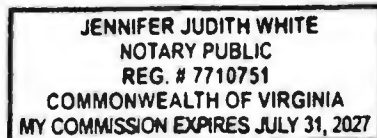
Commonwealth of Virginia

County of Goochland

The forgoing instrument was acknowledged before me this 16 day of January, 2025.

Notary Signature Jennifer Judith White

Notary Name: Jennifer Judith White



Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated October 3, 2024

**CERTIFICATE OF CONFORMITY**

**CERTIFICATE OF CONFORMITY  
MADE PURSUANT TO  
CPLR 2309(c)  
and RPL 299-a**

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that Jennifer Judith White, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on 1/16/25

James Olstad

Printed Name

[Signature]

Signed Name

Attorney at Law, Commonwealth of Virginia

WILLIAMS  
SONOMA



Justice of the Peace Ct 1-1  
Williams Sonoma Key Rewards Visa | Visa Signature ending in 8579  
Oct 22, 2024 - Nov 20, 2024 | 30 days in Billing Cycle  
By: Lenna Bailey

Payment Information	
Payment Due Date <b>PAST DUE</b>	For online and phone payments, the deadline is 8pm ET.
New Balance <b>\$5,820.03</b>	Minimum Payment Due <b>\$5,820.03</b>
Interest Saver Payment <b>\$5,820.03</b>	Pay at least this amount to avoid interest on new non-promotional purchases shown on your next statement.
<b>IMPORTANT:</b> Your account has charged off and is now serviced by the Recoveries department at 1-800-258-9319. Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.	

Account Summary	
Previous Balance	\$5,711.46
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$108.57
<b>New Balance</b>	<b>= \$5,820.03</b>
Available Credit (as of Nov 20, 2024)	N/A

### Account Notifications

Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at [williams-sonoma.capitalone.com](https://williams-sonoma.capitalone.com)

Customer Service: 844-390-4893

See reverse for Important Information

WILLIAMS  
SONOMA



HANNAH D RICHEY  
APT 2507  
300 N AKARD ST  
DALLAS, TX 75201-3465



Payment Due Date: Past Due Account ending in 8579

New Balance	Minimum Payment Due	Amount Enclosed
<b>\$5,820.03</b>	<b>\$5,820.03</b>	\$ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Capital One  
P.O. Box 60519  
City of Industry CA 91716-0519



**How can I Avoid Paying Interest Charges?** If you pay your statement's "New Balance" in full by the due date each month, we will not charge interest on any new transactions that post to the standard purchase balance. If you have been paying your account in full without interest charges, but fail to pay your next "New Balance" in full, we will charge interest on the unpaid balance. For cash advances and transfers, we will start charging interest on the transaction date. From time to time, we may offer balance transfers or promotional purchase financing that do allow you to pay less than the statement "New Balance" and still avoid interest on any new transactions that post to the standard purchase balance. However, in these cases you must pay in full transactions that are posted to the standard purchase balance and any cash advance balance, plus at least the minimum payment amount for all other balances on the account by the due date each month. We may also display an interest saver payment amount on your statement, if applicable, for your convenience.

**How is the Interest Charge applied?** Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

**How do you Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan, and 2) multiply the result by the number of days in the billing period.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

**How can I Close My Account?** You can contact Customer Service anytime to request that we close your account.

**How do you Process Payments?** When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**How do you Apply My Payment?** We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

#### Billing Rights Summary

**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: P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:


- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- 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 or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Purchase:** 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, the following must be true:


- 1) 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; and
  - 2) 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: P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

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ETC-35 04/15/2021



Pay online at [williams-sonoma.capitalone.com](http://williams-sonoma.capitalone.com)



Pay using the Capital One mobile app



Customer Service 844-390-4893

### Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

**How do I Make Payments?** You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

#### When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

**WILLIAMS  
SONOMA**



Williams Sonoma Key Rewards Visa | Visa Signature ending in 8579  
Oct 22, 2024 - Nov 20, 2024 | 30 days in Billing Cycle  
Justice of the Peace Pet 1-1  
By: Lenita Bailey

Transactions				
Visit		to see detailed transactions.		
HANNAH D RICHEY #8579: Payments, Credits and Adjustments				
Trans Date	Post Date	Description	Reference Number	Amount
HANNAH D RICHEY #8579: Transactions				
Trans Date	Post Date	Description	Reference Number	Amount
			Fees	
Trans Date	Post Date	Description		Amount
Total Fees for This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$108.57
Interest Charge on Cash Advances				\$0.00
Interest Charge on Other Balances				\$0.00
Total Interest for This Period				\$108.57
Totals Year-to-Date				
Total Fees charged				\$149.00
Total Interest charged				\$1,019.44

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 Charged
Purchases	29.74% P	\$4,441.66	\$108.57
Cash Advances	29.74% P	\$0.00	\$0.00
Waived Interest Promotion	29.74% P	\$0.00	\$0.00
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Feb., May, Aug., and Nov.	
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month	

Promotional Credit Plan Information					
Credit Plan/Promotion Type	Purchase Date	Promotional Expiration Date	Promotional Balance	Special Minimum Payment	Deferred Interest
12 MONTHS WAIVED INTEREST	11/27/2023	12/15/2024	\$1,322.05	\$1,322.05	\$0.00

**WILLIAMS  
SONOMA**



Williams Sonoma Key Rewards Visa I Visa Signature ending in 8579  
Mar 22, 2024 - Apr 20, 2024 | 30 days in Billing Cycle  
Justice of the Peace Pct 1-1  
By Lenta Bailey

### Payment Information

Payment Due Date  
**May 15, 2024**

For online and phone payments, the deadline is 8pm ET.

New Balance  
**\$5,008.45**

Minimum Payment Due  
**\$291.00**

Interest Saver Payment  
**\$3,977.40**

Pay at least this amount to avoid interest on new non-promotional purchases shown on your next statement.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

**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...
Minimum Payment	16 Years	\$12,683

If you would like information about credit counseling services, call 1-888-326-8055.

### Account Summary

Previous Balance	\$4,984.31
Payments	- \$285.00
Other Credits	- \$35.17
Transactions	+ \$255.69
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$88.62
<b>New Balance</b>	<b>= \$5,008.45</b>
Credit Limit	\$5,000.00
Available Credit (as of Apr 20, 2024)	\$0.00
Cash Advance Credit Limit	\$1,500.00
Available Credit for Cash Advances	\$0.00

### Rewards Summary Rewards as of: 04/19/2024

Rewards Progress <b>\$9.07</b>	Available Rewards <b>\$10.00</b>
Available Rewards can be used across brands and may have different expiration dates. Track and redeem at <a href="https://www.williams-sonoma.com">https://www.williams-sonoma.com</a> .	
Rewards Progress shows the earnings towards your next reward and may not reflect pending purchases and/or shipments. Rewards are unlocked in \$10 increments, and will be issued following a 30-day vesting period.	

### Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at [williams-sonoma.capitalone.com](https://www.williams-sonoma.capitalone.com)

Customer Service: 1-844-390-4893

See reverse for Important Information

**WILLIAMS  
SONOMA**



HANNAH D RICHEY  
5701 MCKINNEY PL DR APT 6313  
MCKINNEY, TX 75070-1782



Save time, stay informed.  
Discover new features with  
the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

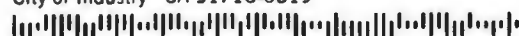
Payment Due Date: **May 15, 2024**

Account ending in 8579

New Balance	Minimum Payment Due	Amount Enclosed
<b>\$5,008.45</b>	<b>\$291.00</b>	\$ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Capital One  
P.O. Box 60519  
City of Industry CA 91716-0519



**How can I Avoid Paying Interest Charges?** If you pay your statement's "New Balance" in full by the due date each month, we will not charge interest on any new transactions that post to the standard purchase balance. If you have been paying your account in full without interest charges, but fail to pay your next "New Balance" in full, we will charge interest on the unpaid balance. For cash advances and transfers, we will start charging interest on the transaction date. From time to time, we may offer balance transfers or promotional purchase financing that do allow you to pay less than the statement "New Balance" and still avoid interest on any new transactions that post to the standard purchase balance. However, in these cases you must pay in full transactions that are posted to the standard purchase balance and any cash advance balance, plus at least the minimum payment amount for all other balances on the account by the due date each month. We may also display an interest saver payment amount on your statement, if applicable, for your convenience.

**How is the Interest Charge applied?** Interest Charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your statement. Interest Charges are added to the proper Credit Plan of your Account. However, we reserve the right to not assess Interest Charges.

**How do you Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan, and 2) multiply the result by the number of days in the billing period.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

**How can I Close My Account?** You can contact Customer Service anytime to request that we close your account.

**How do you Process Payments?** When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**How do you Apply My Payment?** We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

#### Billing Rights Summary

**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:

P.O. Box 30285, Salt Lake City, UT 84130-0285. In your letter, give us the following information:


- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- 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 or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Purchase:** 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, the following must be true:


- 1) 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; and
  - 2) 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: P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

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
ETC-35 04/15/2021



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Customer Service 1-844-390-4893

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- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

**WILLIAMS  
SONOMA**



Justice of the Peace Pet 1-1  
Williams Sonoma Key Rewards Visa | Visa Signature ending in 8579  
Mar 22, 2024 - Apr 20, 2024 | 30 days in Billing Cycle  
By Lenita Bailey

Transactions				
Visit		to see detailed transactions.		
HANNAH D RICHEY #8579: Payments, Credits and Adjustments				
Trans Date	Post Date	Description	Reference Number	Amount
Mar 29	Mar 29	AMZN Mktp USAmzn.com/billWA	Ue9GCJQpv1CVh6M	- \$24.89
Apr 2	Apr 2	CAPITAL ONE MOBILE PYMTAuthDate 02-Apr		- \$285.00
Apr 18	Apr 20	WHOLEFDS PKL 10239DALLASTX		- \$10.28
HANNAH D RICHEY #8579: Transactions				
Trans Date	Post Date	Description	Reference Number	Amount
Mar 24	Mar 25	AMZN Mktp US*RH56F21L1Amzn.com/billWA	tNGyfD9t3gQ2vNg	\$25.11
Mar 24	Mar 25	AMZN Mktp US*RA5N38MPOAmzn.com/billWA	DQ44DSqtm3ACp2o	\$24.89
Apr 7	Apr 8	KROGER #0518DALLASTX		\$39.22
Apr 7	Apr 8	CENTRAL MARKET #552DALLASTX	050552VY8Y7027024854	\$23.97
Apr 7	Apr 9	SPROUTS FARMERS MARDALLASTX	710160VY8Y7040431729	\$27.81
Apr 12	Apr 13	TARGET 00008755DALLASTX		\$66.22
Apr 13	Apr 15	WHOLEFDS UTD #10505DALLASTX		\$48.47
HANNAH D RICHEY #8579: Total Transactions				\$255.69
Total Transactions for This Period				\$255.69
Fees				
Trans Date	Post Date	Description		Amount
Total Fees for This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$88.62
Interest Charge on Cash Advances				\$0.00
Interest Charge on Other Balances				\$0.00
Total Interest for This Period				\$88.62
Totals Year-to-Date				
Total Fees charged				\$29.00
Total Interest charged				\$294.72

WILLIAMS  
SONOMAWilliams Sonoma Key Rewards Visa | Visa Signature ending in 8579  
Mar 22, 2024 - Apr 20, 2024 | 30 days in Billing CyclePage 3 of 2  
By Lenta Bailey

## 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 Charged
Purchases	30.24% P	\$3,565.42	\$88.62
Cash Advances	30.24% P	\$0.00	\$0.00
Waived Interest Promotion	30.24% P	\$0.00	\$0.00

**Variable APRs:** If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that begin in Jan., April, July, and Oct.
D	Prime Rate + margin	The first day of each Billing Cycle which begins in the next month

## Promotional Credit Plan Information

Credit Plan/Promotion Type	Purchase Date	Promotional Expiration Date	Promotional Balance	Special Minimum Payment	Deferred Interest
12 MONTHS WAIVED INTEREST	11/27/2023	12/15/2024	\$1,322.05	\$165.27	\$0.00

## Account Notifications

- \*\*\*IMPORTANT TIP\*\*\*** Pay at least the Interest Saver Payment (ISP) of \$3,977.40 by your due date to avoid interest on new purchases shown on your next statement.
- Your account has gone over its credit limit. In addition to your required minimum payment, please pay enough to bring your account balance below your credit limit to avoid the possibility of being declined.

JPC-26-02193-11

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC.	§	IN THE JUSTICE COURT
Plaintiff,	§	
	§	
vs.	§	PRECINCT 1 PLACE 1
	§	
HANNAH D RICHEY	§	
Defendant.	§	DALLAS COUNTY, TEXAS

EXHIBIT "B"

CERTIFICATE OF NON-MILITARY STATUS

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

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

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



Signature

Printed Name Rebecca Castillo

Department of Defense Manpower Data Center

Results as of : Jan-15-2026 08:11:39 AM EST

SCRA 8.37



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

SSN: XXX-XX-0007  
Birth Date: Aug-XX-2001  
Last Name: RICHEY  
First Name: HANNAH  
Middle Name: D  
Status As Of: Jan-15-2026  
Certificate ID: N12VQ2K1L785NRF

Active Duty Status Date	Active Duty Status	Active Duty Status Date	Active Duty Status
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	
NA	This response reflects whether the individual is on active duty as of the Active Duty Status Date.	NA	

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

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

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

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

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

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

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

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

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

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

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