

CAUSE NO.

AMERICAN EXPRESS NATIONAL BANK § IN THE JUSTICE COURTS  
Plaintiff §  
§  
§  
§  
vs. § OF BEXAR COUNTY, TEXAS  
§  
ANTOINETTE ASEMOTA §  
Defendant §  
§  
§  
§  
§ PRECINCT 4

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, AMERICAN EXPRESS NATIONAL BANK complains of Defendant ANTOINETTE ASEMOTA and would respectfully show the following:

PARTIES

Plaintiff, AMERICAN EXPRESS NATIONAL BANK is a national bank organized under the laws of the United States of America with its offices located at 115 W. Towne Ridge Parkway, Sandy, Utah 84070. Plaintiff may be contacted through its undersigned attorney of record.

Defendant Antoinette Asemota, is an individual and may be served by citation at 1203 Austin Street Unit 1244, San Antonio, TX 78208.

<sup>1</sup> On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. See, <https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html>. See also, 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 et seq.

## VENUE

Venue of this action is proper in the county named above because Defendant is an individual believed to be residing in said county at the time of commencement of suit.

## AMOUNT IN CONTROVERSY

The amount in controversy is within the jurisdictional limits of this court, including actual damages, interest, and costs of court.

## FACTS

### The American Express Platinum Card Account

American Express ("the Issuer") issued a Platinum Card in Defendant's name under its account number XXXX-XXXXXX-X1004 on February 15, 2021. Defendant received and used (or authorized the use of) the card and thereby became obligated to pay for the charges incurred with this credit card.

On or about thirty (30) days after November 30, 2024 Defendant defaulted on the obligation to make monthly payments on the credit card account. The entire balance on the credit card account is presently due and payable in full.

Defendant is presently indebted to Plaintiff in the amount of \$18,535.67. Plaintiff seeks judgment for such sums.

## BREACH OF CONTRACT

The issuance of a credit card constitutes the offer of a contract. Even in the absence of such an agreement the issuance of a credit card constitutes an offer of credit and the use of credit card constitutes the acceptance of the offer of credit. See Texas Business and Commerce Code, §26.02(a)(2)(A), *Winchek v. Am. Express Travel Related Servs. Co.*, 232 S.W.3d 197, 204 (Tex.

App.—Houston [1<sup>st</sup> Dist] 2007, no pet.).

By using and/or authorizing the use of the credit cards at issue Defendant accepted the contracts with Plaintiff and became bound to pay for all charges incurred with the credit cards. Defendant also became subject to all of the terms and conditions of Plaintiff's cardholder agreements.

Plaintiff sent to Defendant monthly billing statements reflecting, *inter alia*, all charges incurred with the credit cards, the monthly payment due, and the total balance due. To the best of Plaintiff's knowledge and belief Defendant did not ever send to Plaintiff any written disputes of the monthly billing statements or the charges reflected thereon. Defendant was contractually required to submit any disputes of the charges set forth in such statements, in writing, within sixty (60) days from the date of the statements. Defendant's failure to submit such disputes constitutes an admission of the account balances.

#### ACCOUNT STATED

Plaintiff asserts that Defendant's use of the credit cards to purchase goods and services represented periodic accounts, for which the Issuer generated regular monthly statements. Defendant is liable to Plaintiff for the account balances, together with interest thereon at the rate allowed by law. *See Neil v. Agrus*, 693 S.W.2d 604 (Tex. App.—Houston [14<sup>th</sup> Dist.] 1985, no writ), and *Magnuson v. Citibank (South Dakota) N.A.*, 2-06-465-CV (Tex. App.—Fort Worth 2<sup>nd</sup> Dist. 2008).

#### CONDITIONS PRECEDENT

Through its undersigned attorney Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be summoned to appear and answer, and that upon final hearing, Plaintiff have judgment against Defendant for:

- a. \$18,535.67, which is the balance due on the credit cards as of the date of Plaintiff's filing of this Petition;
- b. all costs of court; and
- c. all such other and further relief to which Plaintiff may be justly entitled, both in equity and in law.

Respectfully submitted By:



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Platinum Card®

ANTOINETTE ASEMOTA  
Closing Date 06/22/25  
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Customer Care: 1-800-525-3355  
TTY: Use Relay 711  
Website: americanexpress.com

New Balance	\$18,535.67
Adjusted Balance	\$16,576.97
Includes your Pay In Full New Balance, Pay Over Time and/or Cash Advance New Balance, and Plan Payment Due.	
Minimum Payment Due	\$8,526.95
Includes the past due amount of \$8,105.36	
Payment Due Date	07/17/25

**Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 07/17/25, you may have to pay a late fee of up to \$40.00 and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you have a Pay Over Time and/or Cash Advance balance and 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 and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	20 years	\$31,980

If you would like information about credit counseling services, call 1-888-733-4139.

- See page 2 for important information about your account.
- ⓘ Your account is cancelled.
- Please refer to the **IMPORTANT NOTICES** section.
- For more information on Plan It®, please refer to the **Plan Balance Details** section.

*Continued on page 3*

Visit  
[www.membershiprewards.com](http://www.membershiprewards.com)

Account Summary

<b>Pay In Full</b>	
Previous Balance	\$4,311.71
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$40.00
New Balance	= \$4,351.71

<b>Pay Over Time and/or Cash Advance</b>	
Previous Balance	\$10,545.92
Payments/Credits	-\$0.00
New Pay Over Time Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$10,545.92
Minimum Due	\$2,495.90

<b>Plan Balance</b>	
Previous Balance	\$3,638.04
Payments/Credits	-\$0.00
New Plan Principal	+\$0.00
Plan Fees	+\$0.00
Plan Balance	= \$3,638.04
Plan Payment Due	\$1,679.34

<b>Account Total</b>	
Previous Balance	\$18,495.67
Payments/Credits	-\$0.00
New Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$40.00
Interest Charged	+\$0.00
New Balance	\$18,535.67
Adjusted Balance	\$16,576.97
Minimum Payment Due	\$8,526.95

Pay Over Time Limit \$12,500.00  
Available Pay Over Time Limit \$0.00

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**  
Do not staple or use paper clips

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Pay by Phone**  
1-800-472-9297

**Account Ending █ 1004**

Enter 15 digit account # on all payments.  
Make check payable to American Express.

ANTOINETTE ASEMOTA  
1203 AUSTIN ST  
UNIT 1244  
SAN ANTONIO TX 78208-1154

Payment Due Date  
**07/17/25**

New Balance  
**\$18,535.67**

Minimum Payment Due  
**\$8,526.95**

See reverse side for instructions  
on how to update your address,  
phone number, or email.

AMERICAN EXPRESS  
PO BOX 6031  
CAROL STREAM IL 60197-6031

\$ \_\_\_\_\_ • \_\_\_\_\_  
**Amount Enclosed**



ANTOINETTE ASEMOTA

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**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

**Paying Interest:** Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will

be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**Credit Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

**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:

American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: [www.americanexpress.com](http://www.americanexpress.com)

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 [or electronically]. 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 is 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 or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

[www.americanexpress.com](http://www.americanexpress.com)

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.

**Pay Your Bill with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

**Change of Address, phone number, email**

- Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

**Please do not add any written communication or address change on this stub**

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).



## Platinum Card®

ANTOINETTE ASEMOTA  
Closing Date 06/22/25



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**Customer Care & Billing Inquiries**  
International Collect  
Cash Advance at ATMs Inquiries  
**Large Print & Braille Statements**

**1-800-525-3355**  
1-954-473-2123  
1-800-CASH-NOW  
**1-800-525-3355**

**Website:** americanexpress.com  
**Customer Care & Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535  
**Payments**  
PO BOX 6031  
CAROL STREAM IL  
60197-6031

**Hearing Impaired**  
Online chat at [americanexpress.com](http://americanexpress.com) or use **Relay dial 711** and **1-800-525-3355**

For more information on your Pay Over Time Limit and your purchasing options, please refer to the **Information on Pay Over Time and Purchasing Options** section.

Please note, your preset spending limit is \$0.00. You have spent \$18,535.67.

## Fees

	Amount
06/17/25 Late Payment Fee	\$40.00
<b>Total Fees for this Period</b>	<b>\$40.00</b>

## Interest Charged

	Amount
<b>Total Interest Charged for this Period</b>	<b>\$0.00</b>

### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

## 2025 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2025	\$471.65
Total Interest in 2025	\$1,180.70

## Interest Charge Calculation

Days in Billing Period: 30

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

Variable APRs will not exceed 29.99%.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	06/11/2024		29.99% (v)	\$0.00	\$0.00
Cash Advances	02/15/2021		29.49% (v)	\$0.00	\$0.00

Continued on reverse

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### Interest Charge Calculation Continued

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
 Variable APRs will not exceed 29.99%.

	Transactions Dated From	To	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Plan It		02/15/2021	0.00%	\$3,304.14	\$0.00
<b>Total</b>					<b>\$0.00</b>
(v) Variable Rate					

### Plan Balance Details

For more details of your plans, visit [www.americanexpress.com/viewyourplans](http://www.americanexpress.com/viewyourplans)

Created On	Description	Duration (Months)	Previous Balance	Payments/ Credits	Remaining Principal	Monthly Principal	Monthly Fee	Payment Due
01/20/24	PRIA HANDMADE ACCESSSan Antonio TX	24	\$122.39	\$0.00	\$107.32	\$7.67	\$2.15	\$76.43
04/24/24	H-E-B SAN ANTONIO TX	24	\$159.69	\$0.00	\$143.99	\$8.00	\$2.24	\$79.70
06/06/24	DELTA AIR LINES ATLANTA	24	\$181.63	\$0.00	\$164.60	\$8.67	\$2.43	\$86.39
06/17/24	LYFT 855-280-0278 CA	24	\$92.03	\$0.00	\$83.41	\$4.39	\$1.23	\$43.74
06/17/24	FOUR POINTS SHERATONNEW YORK NY	24	\$309.96	\$0.00	\$280.87	\$14.79	\$4.15	\$147.41
06/18/24	CAMP BOW WOW LIVE OASAN ANTONIO TX	24	\$421.39	\$0.00	\$381.86	\$20.11	\$5.64	\$200.41
06/20/24	HALF PRICE MOVERS 92SAN ANTONIO TX	24	\$292.67	\$0.00	\$265.20	\$13.96	\$3.92	\$139.15
06/20/24	ETT*TRIBUTEATTHEIRIMMIRVINE CA	24	\$1,352.29	\$0.00	\$1,225.00	\$64.48	\$18.16	\$643.13
07/02/24	SPOT & TANGO BEDFORD NY	24	\$189.01	\$0.00	\$172.11	\$8.61	\$2.41	\$85.78
11/24/24	Southwest Airlines DALLAS TX	24	\$516.98	\$0.00	\$479.78	\$20.00	\$6.20	\$177.20
<b>Plan Totals</b>			<b>\$3,638.04</b>	<b>\$0.00</b>	<b>\$3,304.14</b>	<b>\$170.68</b>	<b>\$48.53</b>	<b>\$1,679.34</b>



Platinum Card®

ANTOINETTE ASEMOA  
Closing Date 06/22/25



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## Information on Pay Over Time and Purchasing Options

### Pay Over Time Limit: \$12,500.00

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge or portion of a charge during the billing period will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. Charges will be added to your Pay Over Time balance, subject to your Available Pay Over Time Limit, at time of transaction. A charge or portion of a charge may be later added, subject to your Available Pay Over Time Limit, on the Statement Closing Date. **This is not a spending limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

### Available Pay Over Time Limit

Your Available Pay Over Time Limit is accurate as of your statement date. This Limit is the remaining amount that can be added to the total of your Pay Over Time, Cash Advance, and/or Plan balances. Remember that you can continue to create plans for purchases that are currently in your Pay Over Time balance even if you have reached your Pay Over Time Limit. Your total Cash Advance balance is subject to your Cash Advance Limit, which you can find in your Cardmember Agreement. If you have a preset spending limit on your Account that is less than your Pay Over Time Limit, you may not be able to use your Available Pay Over Time Limit.

### Interest on Your Pay Over Time Balance(s)

For charges added automatically to a Pay Over Time balance at the time they post to your account, we charge interest from the transaction date. For charges that we automatically move from your Pay In Full balance to your Pay Over Time balance on your Closing Date, we charge interest from the day after they are added to your Pay Over Time balance. We will not charge interest on charges automatically added to your Pay Over Time balances if you pay your Account Total New Balance by the Payment Due Date each month. If at the time you activate Pay Over Time, you're already carrying a Pay Over Time balance from your last billing period, we will charge interest on new eligible charges added to a Pay Over Time balance from the transaction date. However, for charges that we move from your Pay In Full balance to your Pay Over Time balance on your Closing Date, we will charge interest from the day after they are added to your Pay Over Time balance. We will begin charging interest on cash advances on the transaction date. You must pay in full, by the Payment Due Date, any charge or a portion of a charge that is not added to a Pay Over Time, Cash Advance, or Plan balance.

ANTOINETTE ASEMOTA

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## IMPORTANT NOTICES

### EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

## Department of Defense Manpower Data Center



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

SSN: XXX-XX-7074

Birth Date:

Last Name: ASEMOTA

First Name: ANTOINETTE

Middle Name:

Status As Of: Jan-30-2026

Certificate ID: H1Z1X5R9H154ZMQ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

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.