

CAUSE NO. 262100051881

MIDLAND CREDIT MANAGEMENT, INC.  
Plaintiff,

vs.

FABIAN MARTINEZ  
Defendant

IN THE JUSTICE COURT  
PRECINCT 2 PLACE 1  
HARRIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE COURT:**

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of FABIAN MARTINEZ, 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:

FABIAN MARTINEZ  
2734 ARLINGTON CT  
PASADENA, TX 77502-4234

**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 26, 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.:	XXXXXXXXXXXXXX-7781
DATE OF CHARGE-OFF:	October 10, 2023
CHARGE-OFF BALANCE:	\$3,738.52
DATE OF ORIGINATION:	July 19, 2016

Account Stated

9. Plaintiff is the owner and beneficiary of all claims related to the account opened by Defendant with 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 November 27, 2025, Defendant has refused and failed to remit the remaining principal amount of \$3,738.52. No interest (0%) is accruing on the account.

**Damages**

11. Plaintiff seeks liquidated damages in the amount of \$3,738.52 along with post judgment interest at the statutory rate provided by applicable law.

**Conditions Precedent**

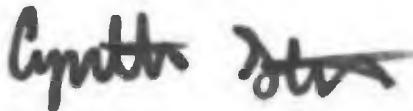
12. All conditions precedent have been performed, have occurred, or should be excused.

**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 \$3,738.52;
- 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

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 NANCY PETERSON

FABIAN MARTINEZ,

Defendant(s).

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Nancy Peterson, 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./WORLD ELITE account XXXXXXXXXXXXXXXXX7781 (MCM Number 330759437) (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

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AFFIDAVIT OF NANCY PETERSON - 1



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AFFRECATTACH



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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 2023-10-10 with a balance of \$3,738.52. On or about 2024-12-26, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$3,738.52. As of 2025-12-23, MCM's records show that the balance of \$3,738.52 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$3,738.52 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. 2024-12-26

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 NANCY PETERSON - 2



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

JAN 15 2026

Date

*NJP*

Nancy Peterson

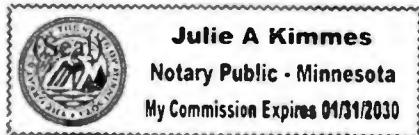
STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on

JAN 15 2026

by Nancy Peterson.



*Julie A Kimmes*  
Notary Public

CA137

AFFIDAVIT OF NANCY PETERSON - 3



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25-406241

# EXHIBIT A

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated December 9, 2024

BILL OF SALE

Closing Date: 12/26/2024

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

OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_customer.dat.gz  
OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_main.dat.gz  
OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_phone.dat.gz

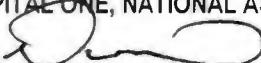
(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined 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 19, 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.

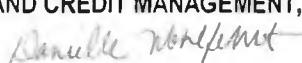
CAPITAL ONE, NATIONAL ASSOCIATION

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 December 9, 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 19, 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.

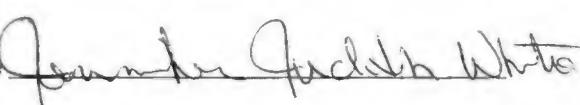
  
Wesley Perkins  
Managing Vice President

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.

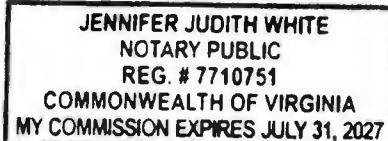
Commonwealth of Virginia

County of Goochland

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

Notary Signature 

Notary Name: Jennifer Judith White



Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated December 9, 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.

Jennifer Olmsted

Printed Name

J. Olmsted

Signed Name

Attorney at Law, Commonwealth of Virginia

**Field**

**Field Data**

Account Number	[REDACTED] 7781
Seller Account ID	1017046470
First Name	FABIAN
Last Name	MARTINEZ
SSN	XXX-XX-4786
Date of Birth	[REDACTED]
Address 1	701 PRESTON AVE
Address 2	APT 119
City	PASADENA
State	TX
Zip	77503
Home Phone	2817390112
Open Date	07/19/2016
Last Purchase Date	01/16/2023
Last Purchase Amount	\$67.25
Last Payment Date	02/24/2023
Last Payment Amount	\$225.00
Sale Amount	\$3,738.52
Charge Off Date	10/10/2023
Charge off Balance	\$3,738.52
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	WORLD ELITE

Account information provided by Capital One, National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/26/2024 in connection with the sale of accounts from Capital One, National Association to Midland Credit Management, Inc.

OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_customer.dat.gz ; OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_main.dat.gz ; OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_BN0076\_phone.dat.gz  
BPSLE20241219

# EXHIBIT B

Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated December 9, 2024

BILL OF SALE

Closing Date: 12/26/2024

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OMEGA.BN0076.SALES.PROD-EAST.BPSLE20241219\_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).

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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: [Signature]

Name: Wesley Perkins

Title: Managing Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: Danielle Wohlfahrt

Name: Danielle Wohlfahrt

Title: MVP Business Development

Master Account Sale Agreement dated April 23, 2021  
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AFFIDAVIT OF SALE  
OF ACCOUNT  
BY CREDITOR

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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.

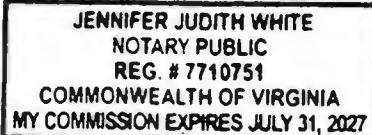
Commonwealth of Virginia

County of Goochland

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

Notary Signature 

Notary Name: Jennifer Judith White



Master Account Sale Agreement dated April 23, 2021  
Account Sale Addendum dated December 9, 2024

CERTIFICATE OF CONFORMITY

CERTIFICATE OF CONFORMITY  
MADE PURSUANT TO  
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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 Olmsted

Printed Name

J. Olmsted

Signed Name

Attorney at Law, Commonwealth of Virginia



QUICKSILVER  
ONE

Page 1 of 2

QuicksilverOne Card | World Elite Mastercard ending in 7781  
Sep 09, 2023 - Oct 09, 2023 | 31 days in Billing Cycle

Payment Information	
Payment Due Date	For online and phone payments, the deadline is 8pm ET.
<b>PAST DUE</b>	
New Balance	Minimum Payment Due
<b>\$3,738.52</b>	<b>\$3,738.52</b>
<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	\$3,649.95
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$88.57
<b>New Balance</b>	<b>= \$3,738.52</b>
Available Credit (as of Oct 09, 2023)	N/A

### Account Notifications

- (i) Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at [capitalone.com](http://capitalone.com)

Customer Service: 1-800-227-4825

See reverse for Important Information



FABIAN MARTINEZ  
APT 119  
701 PRESTON AVE  
PASADENA, TX 77503-1902

[Barcode]

Payment Due Date: Past Due

Account ending in 7781

New Balance	Minimum Payment Due	Amount Enclosed
\$3,738.52	\$3,738.52	\$ _____

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

[Barcode]

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.

**How can I Avoid Paying Interest Charges?** If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without interest charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

**How is the Interest Charge Determined?** Interest charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe interest charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing interest charges, you generally must pay your New Balance in full two consecutive Billing Cycles before interest charges stop being posted to your statement. Interest charges are added to the corresponding segment of your account.

**Do you assess a Minimum Interest Charge?** We may assess a minimum interest charge of \$0.00 for each Billing Cycle if your account is subject to an interest charge.

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

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic interest charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the interest charges for all segments together. The result is your total interest charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

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

**How can I Avoid Membership Fees?** If a Renewal Notice is printed on this statement, you may avoid paying an annual membership fee by contacting Customer Service fewer than 40 days after the annual membership fee was assessed to request that we close your account. To avoid paying a monthly membership fee, close your account and we will stop assessing your monthly membership fee.

**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 or other related 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 (Does not Apply to Small Business Accounts)**

**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:

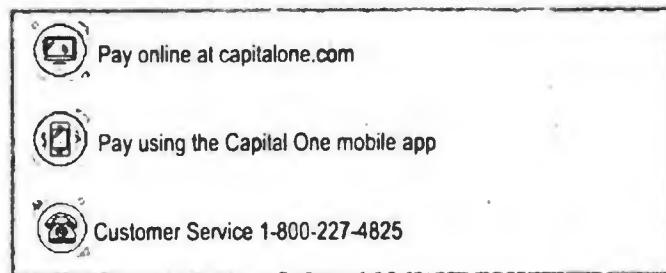
- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error 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-08 07/13/2023



### 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.



QUICKSILVER  
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Page 2 of 2

QuicksilverOne Card I World Elite Mastercard ending in 7781  
Sep 09, 2023 - Oct 09, 2023 | 31 days in Billing Cycle

## Transactions

Visit [capitalone.com](http://capitalone.com) to see detailed transactions.

### FABIAN MARTINEZ #7781: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
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### FABIAN MARTINEZ #7781: Transactions

Trans Date	Post Date	Description	Amount
------------	-----------	-------------	--------

## Fees

Trans Date	Post Date	Description	Amount
------------	-----------	-------------	--------

Total Fees for This Period	\$0.00
----------------------------	--------

## Interest Charged

Interest Charge on Purchases	\$88.57
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Interest Charge on Cash Advances	\$0.00
----------------------------------	--------

Interest Charge on Other Balances	\$0.00
-----------------------------------	--------

Total Interest for This Period	\$88.57
--------------------------------	---------

## Totals Year-to-Date

Total Fees charged	\$239.00
--------------------	----------

Total Interest charged	\$763.74
------------------------	----------

## 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	28.24% P	\$3,692.62	\$88.57
Cash Advances	28.24% 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 end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	



### Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR code with your phone's camera to learn more or visit  
[www.capitalone.com/stopscams](http://www.capitalone.com/stopscams)



QUICKSILVER  
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Page 1 of 2

QuicksilverOne Card | World Elite Mastercard ending in 7781  
Feb 07, 2023 - Mar 09, 2023 | 31 days in Billing Cycle

### Payment Information

Payment Due Date	For online and phone payments, the deadline is 8pm ET.
Apr 03, 2023	
New Balance	Minimum Payment Due
\$3,023.47	\$105.00

**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	17 Years	\$9,021
\$124	3 Years	\$4,458

Estimated savings if balance is paid off in about 3 years: \$4,563

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

### Account Summary

Previous Balance	\$3,201.33
Payments	-\$250.00
Other Credits	\$0.00
Transactions	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$72.14
New Balance	= \$3,023.47
Credit Limit	\$3,250.00
Available Credit (as of Mar 09, 2023)	\$226.53
Cash Advance Credit Limit	\$750.00
Available Credit for Cash Advances	\$226.53

### Rewards Summary

Rewards as of: 03/08/2023

Rewards Balance	Track and redeem your rewards with our mobile app or on <a href="#">capitalone.com</a>
\$96.49	
Previous Balance	Earned This Period
\$96.49	\$0.00
	Redeemed this period
	\$0.00

### Account Notifications

- (i) Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at [capitalone.com](#)

Customer Service: 1-800-227-4825

See reverse for Important Information



FABIAN MARTINEZ  
APT 119  
701 PRESTON AVE  
PASADENA, TX 77503-1902

Payment Due Date: Apr 03, 2023

Account ending in 7781

New Balance	Minimum Payment Due	Amount Enclosed
\$3,023.47	\$105.00	\$ _____

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



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.

**How can I Avoid Paying Interest Charges?** If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without interest charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

**How is the Interest Charge Determined?** Interest charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe interest charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing interest charges, you generally must pay your New Balance in full two consecutive Billing Cycles before interest charges stop being posted to your Statement. Interest charges are added to the corresponding segment of your account.

**Do you assess a Minimum Interest Charge?** We may assess a minimum interest charge of \$0.00 for each Billing Cycle if your account is subject to an interest charge.

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

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic interest charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the interest charges for all segments together. The result is your total interest charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

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

**How can I Avoid Membership Fees?** If a Renewal Notice is printed on this statement, you may avoid paying an annual membership fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership fee, close your account and we will stop assessing your monthly membership fee.

**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 or other related 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 (Does not Apply to Small Business Accounts)**

**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:

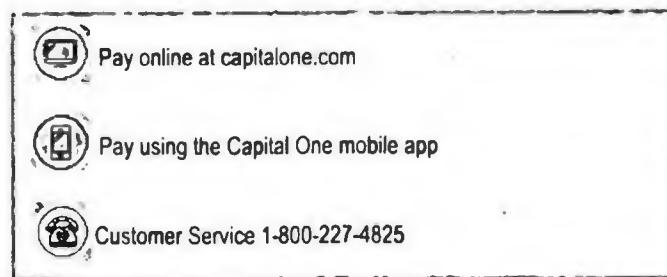
- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error 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-08 10/01/2020



### 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.



QUICKSILVER  
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Page 2 of 2  
QuicksilverOne Card | World Elite Mastercard ending in 7781  
Feb 07, 2023 - Mar 09, 2023 | 31 days in Billing Cycle

## Transactions

Visit [capitalone.com](http://capitalone.com) to see detailed transactions.

### FABIAN MARTINEZ #7781: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Feb 17	Feb 17	CAPITAL ONE MOBILE PYMTAuthDate 17-Feb	-\$25.00
Feb 24	Feb 24	Payment received. Thank you!	-\$225.00

### FABIAN MARTINEZ #7781: Transactions

Trans Date	Post Date	Description	Amount

## Fees

Trans Date	Post Date	Description	Amount
		Total Fees for This Period	\$0.00

## Interest Charged

Interest Charge on Purchases	\$72.14
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00
Total Interest for This Period	\$72.14

## Totals Year-to-Date

Total Fees charged	\$80.00
Total Interest charged	\$207.69

## 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	27.24% P	\$3,118.26	\$72.14
Cash Advances	27.24% 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 end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	

262100051881

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT  
Plaintiff, §  
§  
vs. § PRECINCT 2 PLACE 1  
§  
FABIAN MARTINEZ §  
Defendant. § HARRIS 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

Rebeca Castillo

Printed Name

Department of Defense Manpower Data Center

Results as of : Jan-19-2026 10:24:40 AM EST

SCRA 5.27



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

SSN: XXX-XX-4786  
Birth Date: Jun-XX-1984  
Last Name: MARTINEZ  
First Name: FABIAN  
Middle Name:  
Status As Of: Jan-19-2026  
Certificate ID: MZSKTYNJC835MDR

Active Duty Within 90 Days of Active Duty Status Date		
NA	Yes	NA
This response reflects whether the individual was in active duty status as of the Active Duty Status Date.		
Active Duty Within 30 Days of Active Duty Status Date		
NA	Yes	No
This response reflects whether the individual left active duty within 30 days prior to the Active Duty Status Date.		
Active Duty Within 15 Days of Active Duty Status Date		
NA	Yes	NA
This response reflects whether the individual left active duty within 15 days prior 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/#tags>. 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 an 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.