

CAUSE NO. 11DC2601321

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

RUBEN EMORY
Defendant

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

MIDLAND CREDIT MANAGEMENT, INC., the Plaintiff, complains of RUBEN EMORY, 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:

RUBEN EMORY
11506 CAVENDISH CIR
SAN ANTONIO, TX 78251-3101

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 COMENITY BANK. 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:	COMENITY BANK
ACCOUNT NO.:	XXXXXXXXXXXXXXXX-9427
DATE OF CHARGE-OFF:	November 30, 2024
CHARGE-OFF BALANCE:	\$1,543.24
DATE OF ORIGINATION:	December 01, 2020

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 December 04, 2025, Defendant has refused and failed to remit the remaining principal amount of \$1,543.24. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$1,543.24 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 \$1,543.24;
- 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 and
logging into your account.

EXHIBIT A

EXHIBIT A

BILL OF SALE

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated October 25, 2019 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date December 26, 2024 of all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

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

Comenity Bank



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

Comenity Bank

By: Bruce A. Sweeten

Date: 1/22/2025

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Norfemt

Date: 2/17/2025

Title: MVP Business Development



SCHEDULE 1 TO BILL OF SALE

ASSET SCHEDULE

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG.HF.DEC 2024.CM.WFNB.TXT; MCMG.HF.DEC 2024.LC.WFNB.TXT delivered by Comenity Bank to Midland Credit Management, Inc. on December 18, 2024 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
			12/16/2024

EXHIBIT B
CLOSING STATEMENT

Agreement Date:	October 25, 2019
Seller:	Comenity Bank
Purchaser:	Midland Credit Management, Inc.
File Number:	MCMG.HF.DEC 2024.CM.WFNB.TXT; MCMG.HF.DEC 2024.LC.WFNB.TXT
Number of Accounts:	
Total Unpaid Purchase Balance:	
Purchase Price Percentage:	
Purchase Price	
File Creation Date	December 16, 2024
Closing Date:	December 26, 2024
Wiring Instructions:	Comenity Bank 

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On 1/22/2025, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 12/26/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person. (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that

the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

7. I certify under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Signed this 22nd day of January, 2025

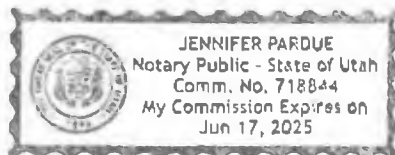
Bruce A. Sweeten

Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 22nd (date) day of January, in the year 2025, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue
Notary Signature



CERTIFICATE OF CONFORMITY

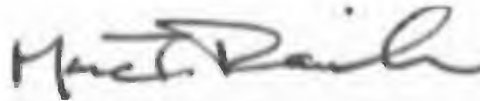
STATE OF UTAH

COUNTY OF SALT LAKE

The undersigned does hereby certify that she/he is an attorney at law duly admitted to practice in the State of Utah and is a resident of Utah, County of Salt Lake, Utah; that she/he is a person duly qualified to make this certificate of conformity; that the foregoing acknowledgment by Bruce A. Sweeten named in the foregoing instrument taken before Jennifer Pardue a notary in the State of Utah duly conforms with the laws of the State of Utah, being the State in which it was taken; and when executed by Mr. Sweeten in the manner indicated will qualify as a valid and effective sworn statement in such state.

2/4/2025

Date



Attorney at Law for the State of Utah

Field	Field Data
Account Number	00 [REDACTED] 9427
Seller Account ID	000000001098168036
First Name	RUBEN
Last Name	EMORY
SSN	XXX-XX-2166
Date of Birth	[REDACTED]
Address 1	11506 CAVENDISH CIR
City	SAN ANTONIO
State	TX
Zip	78251
Home Phone	2106320750
Open Date	12/01/2020
Last Purchase Date	12/10/2020
Last Purchase Amount	\$1,000.00
Last Payment Date	03/27/2024
Last Payment Amount	\$198.00
Sale Amount	\$1,543.24
Charge Off Date	11/30/2024
Charge off Balance	\$1,543.24
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	HELBURG DIAMOND

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

MCMG.HF.DEC 2024.CM.WFNB.TXT ; MCMG.HF.DEC 2024.LC.WFNB.TXT

EXHIBIT B

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

Comenity Bank



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

Comenity Bank

By: Brian A. Sweeten

Date: 1/22/2025

Title: Chief Credit Officer

Midland Credit Management, Inc.

By: Danielle Nohelput

Date: 2/17/2025

Title: MVP Business Development



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Number of Accounts:	
Total Unpaid Purchase Balance:	
Purchase Price Percentage:	
Purchase Price	
File Creation Date	December 16, 2024
Closing Date:	December 26, 2024
Wiring Instructions:	Comenity Bank 

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On 1/22/2025, Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 12/26/2024, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person. (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that

the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

7. I certify under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Signed this 22nd day of January, 2025

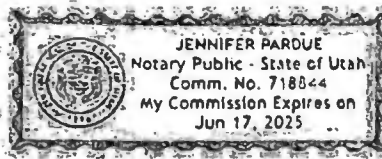
Bruce A. Sweeten

Bruce A. Sweeten (AFFIANT NAME)

Subscribed and sworn to before me Jennifer Pardue, on this 22nd (date) day of January, in the year 2025, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue
Notary Signature



CERTIFICATE OF CONFORMITY


STATE OF UTAH

COUNTY OF SALT LAKE

The undersigned does hereby certify that she/he is an attorney at law duly admitted to practice in the State of Utah and is a resident of Utah, County of Salt Lake, Utah; that she/he is a person duly qualified to make this certificate of conformity; that the foregoing acknowledgment by Bruce A. Sweeten named in the foregoing instrument taken before Jennifer Pardue a notary in the State of Utah duly conforms with the laws of the State of Utah, being the State in which it was taken; and when executed by Mr. Sweeten in the manner indicated will qualify as a valid and effective sworn statement in such state.

2/4/2025

Date

A handwritten signature in dark ink, appearing to read "Mr. Sweeten", is written over a horizontal line.

Attorney at Law for the State of Utah

Summary of account activity

Account no. ****-****-9427

Previous balance	+ \$1,463.63
Payments	-0.00
Other credits	-0.00
Purchases	+0.00
Other debits	+0.00
Fees charged	+41.00
Interest charged	+38.61
New balance	+ \$1,543.24
Past due amount	\$305.00
Credit limit	\$1,000.00
Available credit	-\$543.00
Statement closing date	11/03/2024
Days in billing cycle	31

Payment information

New balance \$1,543.24
 Minimum payment due \$359.00
 Payment due date 11/28/2024

Minimum Payment Warning: If you make only the minimum payment for 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 the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	6 years	\$2,818

For information regarding credit counseling services, call 1-800-284-1706.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
10/28/2024	LATE FEE	41.00
	TOTAL FEES FOR THIS PERIOD	\$41.00
Interest charged		
	Interest Charge on Purchases	\$38.61
	Total Interest For This Period	\$38.61

2024 totals year to date

Total fees charged in 2024	\$327.00
Total interest charged in 2024	\$343.04

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.49% (v)	298.69 (DA)	8.19
PBMERCH 2321502	29.99% (v)	1,194.68 (DA)	30.42

Details of your plans

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	283.60	41.00	0.00	332.79	8.19

(CONTINUED)

NOTICE: See reverse side for important information.
 Please tear at perforation above

**HELZBERG
DIAMONDS.**

☐ Yes, I have moved or updated my e-mail address - see reverse.



RUBEN EMORY
 11506 CAVENDISH CIR
 SAN ANTONIO TX 78251-3101

Account number	****-****-9427
New balance	\$1,543.24
Minimum payment	\$359.00

CIT

Amount enclosed: Mailed payments must reach us by 5 pm ET on 11/28/2024.

\$

Please make check payable to:
 COMENITY - HELZBERG DIAMONDS CREDIT CARD

Please return this portion along with your payment to:
 P.O. Box 650973
 Dallas TX 75265-0973



Keep this portion for your records.

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: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

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, 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 at: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

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.

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.

NOTICE OF CREDIT REPORT DISPUTES

If you believe information we reported to a consumer reporting agency is inaccurate, notify us at Comenity Bank, PO Box 182789, Columbus, OH 43218-2789. Please provide:

- Your name and account number
- Your address and telephone number
- What information you dispute and why you believe it is inaccurate
- If available, a copy of the section of the credit report showing the information you are disputing

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

- We may accept payment sent to any other address without losing any of our rights.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (leaving any net credit balance as a zero balance). This gives us the daily balance.

CUSTOMER SERVICE. Visit WWW.COMENITY.NET/HELZBERG or call 1-855-810-2541 (TDD/TTY 1-800-695-1788). Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, OH 43218-2273.

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. Abbreviations on your statement mean the following: (V) means variable rate (this rate may vary); WV INT PAY RO means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PAY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RO means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. You may pay all of your Account balance at any time without penalty. **NOTICE ABOUT ELECTRONIC CHECK CONVERSION.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

PAYMENTS. Payments in U.S. dollars received by the applicable due date and cutoff time will be credited as of the date received. Mailed or overnighted payments must also meet the requirements below. Otherwise, a payment may not be credited for up to five days or may be rejected.

- Mailing or Overnight (cutoff time 5:00 p.m. Eastern Time (ET)):
 - Send a personal check, money order, traveler's check or cashier's check to the name and address on the payment stub (regular mail) or 3000 Kellway Drive, Suite 120, Carrollton, TX 75006 (overnight).
- Include your payment stub, use the return envelope provided with your statement, write your account number on the check and send one payment with one payment stub.
- Do not staple or clip your payment to the stub; send any correspondence with your payment or send cash or gift certificates.

Pay By Phone (cutoff time 5:00 p.m. ET): Call us toll free at 1-855-810-2541 (TDD/TTY 1-800-695-1788).

Online (cutoff time 5:00 p.m. ET): Visit WWW.COMENITY.NET/HELZBERG. In-store: By the time the store closes at the location you make your payment.

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

Details of your plans - continued

PBMERCH-232 1502		Purchases prior to 08/03/2023					
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	1,180.03	0.00	0.00	1,210.45	0.00

Additional important messages

We may charge a \$2.99 fee each month your balance is greater than \$3.50 and a paper billing statement is mailed to you. You can avoid this fee if you are enrolled in paperless statements as of 5:00 p.m. ET on the last day of your billing period. You can enroll at WWW.COMENITY.NET/HELZBERG

Protect yourself against mail and phone consumer fraud. <http://about.usps.com/publications/pub281/welcome.htm>

Thank you for enrolling in paperless statements. Please note that your account payment is past due and you will continue to receive a paper statement until your account is current. To change your paperless statement preferences, login to your account and select My Profile.

IMMEDIATE ATTENTION REQUIRED! Your Account is extremely past due and will be written off as a bad debt SOON. To avoid this, you must pay the Minimum payment amount shown on this statement at least 4 days prior to the end of the month in which this statement closed. You can find the Statement closing date in the Summary of account activity on page 1 of this statement. If you are not able to pay the Minimum payment amount, we may still be able to assist you. Call us immediately at 1-855-617-8089 (TDD/TTY 1-800-695-1788) to discuss your payment options. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

We may occasionally provide a credit for the amount, part or all, of a late fee charged to your account. If we do, we will charge a fee of up to \$41.00 for any subsequent late payment. In addition, we may reverse the credit and reposit the charge to your account if you fail to make the minimum payment due on or before the due date in the next billing period.

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Important Information about Promotional Offers - Keep for your Records

As of the date of this correspondence, your purchase APR is 32.49%. This APR will vary based on the Prime Rate.

Purchases made at a participating Helzberg Diamonds location or the Helzberg Diamonds website on a Helzberg Diamonds Credit Card Account may qualify for a promotional Credit Plan. A "Credit Plan" is a payment option Comenity Bank may offer from time to time. Credit Plans and their particular features (including minimum purchase requirements and minimum payment) may vary occasionally at our discretion. For Credit Plan availability visit a participating Helzberg Diamonds location or the Helzberg Diamonds website for details. See your Credit Card Agreement for more information.

The following promotional Credit Plans may be available for qualifying purchases charged to your Helzberg Diamonds Credit Card Account.

Deferred Interest, Payment Required: No interest if paid in full within 6, 12, 18, or 24 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

Low APR, Equal Payment: 2.99% APR for 36 months; 3.99% APR for 36 months; 4.99% APR for 36 months; 5.99% APR for 36 months; 6.99% APR for 36 months; 7.99% APR for 36 months; 8.99% APR for 36 months; 9.99% APR for 36 or 60 months; 17.99% APR for 36 months; 19.99% APR for 36 months. After that the Purchase APR will apply to any remaining plan balance.

Waived Interest, Equal Payment: No Interest for 12, 36, 48 or 60 months. After that the Purchase APR will apply to any remaining plan balance.

Applicable to all Credit Plans

- Available plans and offer terms are subject to change. Plan availability may be limited to certain locations or web purchases. For more information, visit a participating Helzberg Diamonds location or the Helzberg Diamonds website.
- Minimum payments are required for each Credit Plan.
- Minimum payments are not guaranteed to pay the promotional plan balance within the promotional period. You may have to pay more than the minimum payment to avoid paying interest at the Purchase APR. Some balances may be paid off before the promotional period ends.
- Your minimum payment may be higher than if you did not select promotional financing.
- If a single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.
- Multiple transactions that qualify for the same type of Promotional Credit Plan that post on a single day may be combined into one Credit Plan without respect to minimum purchase requirements.

Regular Account terms apply to all non-promotional Credit Plan purchases. Offers are subject to credit approval. To learn more about how promotional plans work, visit comenity.com/financial-education. We look forward to continuing to serve you.

PPPN3YS

Cardmember Benefits



HELZBERG DIAMONDS

PAGE 1 OF 6

Summary of account activity

Account no. ****-****-****-9427

Previous balance	+\$1,282.07
Payments	-198.00
Other credits	-82.00
Purchases	+0.00
Other debits	+0.00
Fees charged	+0.00
Interest charged	+29.73
New balance	+\$1,031.80
Past due amount	\$0.00
Credit limit	\$1,000.00
Available credit	-\$31.00
Statement closing date	04/03/2024
Days in billing cycle	31

Payment Information

New balance \$1,031.80
Minimum payment due \$40.00
Payment due date 04/28/2024

Late payment warning:
If we do not receive your minimum payment by 04/28/2024 you may have to pay up to a \$41.00 late fee.

Minimum Payment Warning: If you make only the minimum payment for 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 the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	4 years	\$1,784
\$44	3 years	\$1,578 (Savings = \$206)

For information regarding credit counseling services, call 1-800-284-1706.

Account Questions? Need to make a payment? Want to know how to go paperless?
Visit WWW.COMENITY.NET/HELZBERG or call 1-855-810-2541 (TDD/TTY 1-800-695-1788).

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
03/26/2024	PAYMENT THANK YOU	-198.00
03/04/2024	REFUND OF LATE FEES	-82.00

Interest charged

Interest Charge on Purchases	\$29.73
Total Interest For This Period	\$29.73

2024 totals year to date

Total fees charged in 2024	\$41.00
Total interest charged in 2024	\$117.60

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	32.99% (v)	101.56 (DA)	2.84
PBMERCH 2321502	29.99% (v)	1,055.89 (DA)	26.89

NOTICE: See reverse side for important information.
Please tear at perforation above

HELZBERG
DIAMONDS

☐ Yes, I have moved or updated my e-mail address - see reverse.



RUBEN EMORY
11506 CAVENDISH CIR
SAN ANTONIO TX 78251-3101

Account number	****-****-****-9427
New balance	\$1,031.80
Minimum payment	\$40.00
CIT	

Amount enclosed: Mailed payments must reach us by 6 pm ET on 04/28/2024.

\$

Please make check payable to:
COMENITY - HELZBERG DIAMONDS CREDIT CARD

Please return this portion along with your payment to:
P.O. Box 650973
Dallas TX 75265-0973



9635035402

0973

9427

000004000 000103180

¹Minimum payments are required for each Credit Plan. Valid for single transaction only. If the single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.

Keep this portion for your records.

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: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

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, 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 at: Comenity Bank, PO Box 182782, Columbus, OH 43218-2782.

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.

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.

NOTICE OF CREDIT REPORT DISPUTES

If you believe information we reported to a consumer reporting agency is inaccurate, notify us at Comenity Bank, PO Box 182788, Columbus, OH 43218-2788. Please provide:

- Your name and account number
- Your address and telephone number
- What information you dispute and why you believe it is inaccurate
- If available, a copy of the section of the credit report showing the information you are disputing

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

PAYMENTS MARKED "PAID IN FULL." All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 3000 Kellway Drive, Suite 120, Carrollton, TX 75006.
DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.
• We may accept payment sent to any other address without losing any of our rights.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

CUSTOMER SERVICE. Visit WWW.COMENTY.NET/HELZBERG or call 1-855-810-2541 (TDD/TTY 1-800-695-1788). Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, OH 43218-2273.

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. Abbreviations on your statement mean the following: (v) means variable rate (this rate may vary); WV INT PAY RO means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; DEF INT PY RO means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DEF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. You may pay all of your Account balance at any time without penalty.

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Mailing or Overnight (cutoff time 5:00 p.m. Eastern Time (ET)):

- Send a personal check, money order, traveler's check or cashier's check to the name and address on the payment stub (regular mail) or 3000 Kellway Drive, Suite 120, Carrollton, TX 75006 (overnight).
- Include your payment stub, use the return envelope provided with your statement, write your account number on the check and send one payment with one payment stub.
- Do not staple or clip your payment to the stub, send any correspondence with your payment or send cash or gift certificates.

Pay By Phone (cutoff time 5:00 p.m. ET): Call us toll free at 1-855-810-2541 (TDD/TTY 1-800-695-1788).

Online (cutoff time 8:00 p.m. ET): Visit WWW.COMENTY.NET/HELZBERG.

In-store: By the time the store closes at the location you make your payment.

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

Details of your plans

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	217.14	0.00	203.58	16.40	2.84
PBMERCH-232 1502 Purchases prior to 08/03/2023							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	TOTAL ACCRUED INTEREST
N/A	N/A	NONE	1,064.93	0.00	76.42	1,015.40	0.00

Additional important messages

How can you prevent ID Theft? Visit idtheft.gov to find out.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

We may occasionally provide a credit for the amount, part or all, of a late fee charged to your account. If we do, we will charge a fee of up to \$41.00 for any subsequent late payment. In addition, we may reverse the credit and repost the charge to your account if you fail to make the minimum payment due on or before the due date in the next billing period.

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Important Information about Promotional Offers - Keep for your Records

As of the date of this correspondence, your purchase APR is 32.99%. This APR will vary based on the Prime Rate.

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- Your minimum payment may be higher than if you did not select promotional financing.
- Valid for single transaction only. If the single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.

Regular Account terms apply to all non-promotional Credit Plan purchases. Offers are subject to credit approval. To learn more about how promotional plans work, visit comenity.com/financial-education. We look forward to continuing to serve you.

PPPNFRS

11DC2601321

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF DAYNA HALVERSON

RUBEN EMORY,

Defendant(s).

Dayna Halverson, 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 COMENITY BANK/HELVBERG DIAMOND account XXXXXXXXXXXXXXX9427 (MCM Number 330598749) (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 DAYNA HALVERSON - 1



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 2024-11-30 with a balance of \$1,543.24. On or about 2024-12-26, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$1,543.24. As of 2025-12-05, MCM's records show that the balance of \$1,543.24 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$1,543.24 from Defendant. All credits and offsets for payments have been applied to the balance.

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

1. COMENITY BANK

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.

LEFT BLANK INTENTIONALLY

AFFIDAVIT OF DAYNA HALVERSON - 2



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

DEC 31 2025

Date

Dayna Halverson

Dayna Halverson

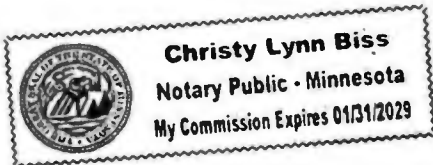
STATE OF MINNESOTA

COUNTY OF STEARNS

DEC 31 2025

Signed and sworn to (or affirmed) before me on

by Dayna Halverson.



Christy Lynn Biss

Notary Public

CA137

AFFIDAVIT OF DAYNA HALVERSON - 3



330598749



AFFRECATTACH



25-418318

11DC2601321

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC.	§	IN THE JUSTICE COURT
Plaintiff,	§	
	§	
vs.	§	PRECINCT 1 PLACE 1
	§	
RUBEN EMORY	§	
Defendant.	§	BEXAR COUNTY, TEXAS

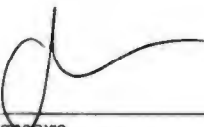
EXHIBIT "B"

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 Marcos J. Silva

Printed Name

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

SSN: XXX-XX-2166
Birth Date: Jun-XX-1978
Last Name: EMORY
First Name: RUBEN
Middle Name:
Status As Of: Jan-09-2026
Certificate ID: X4CZ2SVQCHF2XQ7

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 individual's 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 Member 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 member unit 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.