

11DC2601196

CAUSE NO. _____

MIDLAND CREDIT MANAGEMENT, INC.
Plaintiff,

vs.

DIANA GARZA
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 DIANA GARZA, 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 500.9 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:

DIANA GARZA
7219 PLOW RUN
SAN ANTONIO, TX 78252-4552

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 SYNCHRONY BANK. Plaintiff purchased Defendant's debt on or about November 15, 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:	SYNCHRONY BANK
ACCOUNT NO.:	XXXXXXXXXXXX-5082
DATE OF CHARGE-OFF:	September 02, 2024
CHARGE-OFF BALANCE:	\$7,851.47
DATE OF ORIGINATION:	April 12, 2021

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 \$7,851.47. No interest (0%) is accruing on the account.

Damages

11. Plaintiff seeks liquidated damages in the amount of \$7,851.47 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 \$7,851.47;
- 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.

Eliel Escobedo Jr.

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

 synchrony
965 Keller Rd
Altamonte Springs, FL 32714

BILL of SALE

Midland (SFFSMFRS) – PSCC Fresh – November 2024

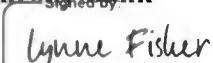
Transfer Date: 11/09/2024

For value received and in further consideration of the mutual covenants and conditions set forth in the Master Account Sale Agreement (the "Agreement"), dated as of this 13th day of February, 2023 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C., Synchrony Card Funding, LLC, and Retail Finance Credit Services, LLC (collectively "Seller") and Midland Credit Management, Inc. ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, the Accounts as set forth in the Notification File (as defined in the Agreement and Account Addendum dated 2/2/2024) named IC_SFFSMFRS_DMPLA_DebtManager-2024110042335053435000-453308-PLCMNT-EXPORT.xml.gz, delivered by Seller to Buyer on or about the 9th day of November, 2024, and as further described in the Agreement.

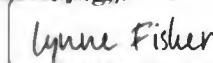
Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized in the Notification Files, the Seller represents and warrants to Buyer that (i) the Account information constitutes the Seller's own business records and accurately reflects in all material respects the information in the Seller's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Seller's business to maintain and compile such data.

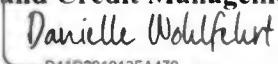
Synchrony Bank

By:  11/26/2024
Lynne Fisher
SVP Recovery Operations

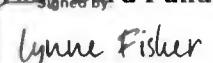
RFS Holding, LLC

By:  11/26/2024
Lynne Fisher
Duly Authorized Signatory

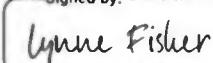
Midland Credit Management, Inc.

By:  11/26/2024
Danielle Wohlfahrt
Managing Vice President,
Business Development & Strategic Partnerships

Synchrony Card Funding, LLC

By:  11/26/2024
Lynne Fisher
Duly Authorized Signatory

Retail Finance, Credit Services, LLC

By:  11/26/2024
Lynne Fisher
Vice President

QC APPROVED

By: Sushila Pradhan

Date: 11/22/2024

Purchase Price Reconciliation/Funding Instructions

November 12, 2024

To: **Midland**

THIS ACCOUNT SALE ADDENDUM (the "Addendum") is entered into this 2nd day of February, 2024 by and among Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, LLC, Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC, ("Seller") and Midland Credit Management, Inc. ("Buyer"). Hereinafter Seller and Buyer are each referred to as a "party" and collectively, as the "parties", for themselves and their respective successors and permitted assigns.

Portfolio	<u>Debt Manager</u>
Agcy_Atty Code	<u>SFFSMFRS</u>
Total Number of Accounts	[REDACTED]
Outstanding Balances on Transfer Date:	[REDACTED]
Cut-Off Date	<u>November 9, 2024</u>
Transfer Date	<u>November 9, 2024</u>
Purchase Price Factor	[REDACTED]
Purchase Price	[REDACTED]
0% Holdout	[REDACTED]
Amount of Wire transfer	[REDACTED]
Date of Funding (no later than):	<u>November 15, 2024</u>
Wire Date:	<u>November 15, 2024</u>
Bank:	[REDACTED]
ABA No.	[REDACTED]
Account No:	[REDACTED]
Account Holder:	[REDACTED]
Location:	[REDACTED]

AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR

State of Florida
County of Seminole

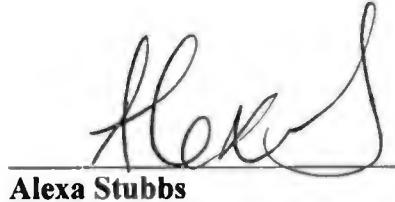
Alexa Stubbs being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am a Media Representative of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about **11/9/2024** Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to **Midland Credit Management, Inc.** 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 Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

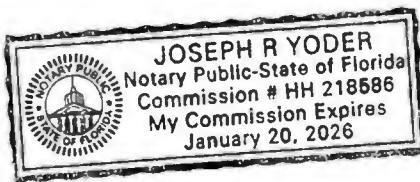
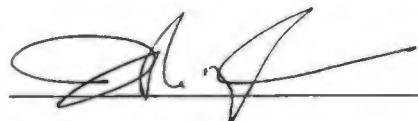
Signed this 10th day of December, 2024



Alexa Stubbs

Signed and sworn to before me this 10th day of December, 2024

(Notary Stamp)



**NY CoC CERTIFICATE OF CONFORMITY UNDER
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that he/she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that he/she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he/she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of **Alexa Stubbs** was taken by **Joe Yoder**, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on his/her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 10th day of December, 2024



Tyler Burich

Attorney-at-law, State of Florida.

Field	Field Data
Account Number	[REDACTED]5082
First Name	DIANA
Last Name	GARZA
SSN	XXX-XX-0147
Date of Birth	[REDACTED]
Address 1	1226 MIRA VIS APT 12201
City	SAN ANTONIO
State	TX
Zip	78228
Open Date	04/12/2021
Last Purchase Date	11/30/2023
Last Purchase Amount	\$250.00
Last Payment Date	01/20/2024
Last Payment Amount	\$215.00
Sale Amount	\$7,851.47
Charge Off Date	09/02/2024
Charge off Balance	\$7,851.47
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	CARECREDIT
Alternate Account #1	[REDACTED]3612

Account information provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 11/15/2024 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Credit Management, Inc.

EXHIBIT B

 **synchrony**
965 Keller Rd
Altamonte Springs, FL 32714

BILL of SALE

Midland (SFFSMFRS) – PSCC Fresh – November 2024

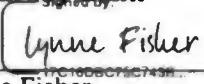
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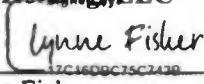
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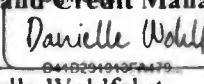
Synchrony Bank

By:  11/26/2024
Lynne Fisher
SVP Recovery Operations

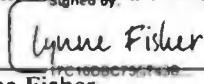
RFS Holding, LLC

By:  11/26/2024
Lynne Fisher
Duly Authorized Signatory

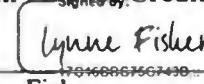
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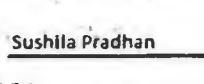
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By:  11/26/2024
Lynne Fisher
Duly Authorized Signatory

Retail Finance Credit Services, LLC

By:  11/26/2024
Lynne Fisher
Vice President

QC APPROVED

By:  _____
Date: 11/22/2024

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Portfolio

Debt Manager

Agcy_Atty Code

SFFSMFRS

Total Number of Accounts

Outstanding Balances on Transfer Date:

Cut-Off Date

November 9, 2024

Transfer Date

November 9, 2024

Purchase Price Factor

Purchase Price

0% Holdout

Amount of Wire transfer

Date of Funding (no later than):

November 15, 2024

Wire Date:

November 15, 2024

Bank:

ABA No.

Account No:

Account Holder:

Location:

**AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR**

State of Florida
County of Seminole

Alexa Stubbs being duly sworn, deposes and says:

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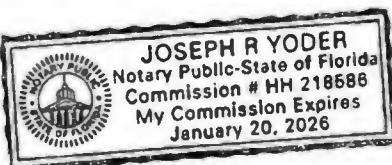
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Alexa Stubbs

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(Notary Stamp)



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NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

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Witness my signature this 10th day of December, 2024



Tyler Burich

Attorney-at-law, State of Florida.



CARECREDIT/SYNCHRONY BANK



DIANA GARZA
Account Number: [REDACTED] 5082
Statement Closing Date: 08/04/2024

Summary of Account Activity	
Previous Balance	\$7,590.76
+ New Purchases	\$0.00
- Payments	\$0.00
+/- Credits, Fees & Adjustments (net)	\$41.00
+/- Interest Charge (net)	\$178.71
New Balance	\$7,810.47
Credit Limit	\$6,120.00
Available Credit	\$0.00
Overlimit Amount	\$1,690.47
Days in Billing Period	31
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).	
Best times to call are Wednesday - Friday.	

Payment Information		
New Balance	\$7,810.47	
Minimum Payment This Period	\$298.00	
Amount Past Due	\$1,557.00	
Total Minimum Payment Due	\$1,855.00	
Payment Due Date	08/27/2024	
PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.		
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$41.00. Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:		
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	20 years	\$20,006.00
If you would like information about credit counseling services, call 1-877-302-8797.		

Transaction Summary					
Tran Date	Post Date	Reference Number	Description	Amount	
		FEES			
07/27/2024 07/27/2024		LATE FEE		\$41.00	
		TOTAL FEES FOR THIS PERIOD		\$41.00	

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 DFM 1 7 4 240804 EXP PAGE 1 of 3 9073 3800 C657 01GT5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,855.00	\$1,557.00	08/27/2024	\$7,810.47	[REDACTED] 5082

Payment Enclosed: \$

New address or e-mail? Check the box at left and print changes on back Payment due includes \$ 1,557.00 past due. Please pay the past due amount PROMPTLY.

DIANA GARZA
1226 MIRA VIE APT 12201
SAN ANTONIO TX 78228-1923

Make Payment to: SYNCHRONY BANK
PO BOX 71715
PHILADELPHIA, PA 19176-1715

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 71754, Philadelphia, PA 19176-1754. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remit coupon portion of this statement or pay online at www.synchrony.com.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 71756, Philadelphia, PA 19176-1756.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. 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. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 669823, Dallas, TX 75266-0779 and not the Payment Address.

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 the Billing Inquiries Address of Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756. 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, we 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 are 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.
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 Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756.

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments: received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 71756, Philadelphia, PA 19176-1756.

Credit To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 71757, Philadelphia, PA 19176-1757. In doing so, please identify the inaccurate information and let us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest:

Daily Balance Method: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on promotional purchases on the purchase date.

Your Account Is Owned and Serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[MF7573771N]

01GT5302 - 04/04/24

Bankruptcy Notice: If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 71783, Philadelphia, PA 19176-1783.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street
Address
City, State
ZIP
Phone #
Email

*Home Phone #

*Business Phone #

*Cell # or other phone # we can use to contact you

*Email Address

**Remember, you can update the above information as well as your email address online at www.mysynchrony.com.

Transaction Summary (Continued)

Tran Date	Post Date	Reference Number	Description	Amount
INTEREST CHARGED				
08/04/2024	08/04/2024		INTEREST CHARGE ON PURCHASES	\$178.71
			TOTAL INTEREST FOR THIS PERIOD	\$178.71
2024 Totals Year-to-Date				
			Total Fees Charged in 2024	\$246.00
			Total Interest Charged in 2024	\$1,788.46
			Total Interest Paid in 2024	\$0.00

Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Current Transactions				
Purchases	NA	29.99%	\$981.20	\$24.49
Transactions on or before 07/04/2023				
Regular Transactions	NA	26.99%	\$6,727.46	\$154.22

When is interest charged on my account?

If you make a purchase, generally we charge interest from the day you make the purchase until you pay it in full. You can avoid interest on new purchases (except some promotional purchases) if you have no balance at the start of your billing cycle or you pay your balance in full each month. If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at www.syf.com under the 'Contact Us' page.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.



CARECREDIT/SYNCHRONY BANK

 synchrony

DIANA GARZA
Account Number: [REDACTED] 5082
Statement Closing Date: 09/02/2024

Summary of Account Activity		Payment Information			
Previous Balance	\$7,810.47	New Balance	\$0.00		
+ New Purchases	\$0.00	Total Minimum Payment Due	\$2,111.00		
- Payments	\$0.00	Payment Due Date	09/04/2024		
+/- Credits, Fees & Adjustments (net)	(\$7,810.47)	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.			
+/- Interest Charge (net)	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$41.00.			
New Balance	\$0.00				
Credit Limit	\$6,120.00				
Available Credit	\$0.00				
Days in Billing Period	29				
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).					
Best times to call are Wednesday - Friday.					

Transaction Summary					
Tran Date	Post Date	Reference Number	Description	Amount	
09/02/2024	09/02/2024	F907200L600999990	CHARGE OFF ACCOUNT-PRINCIPALS	(\$4,913.68)	
09/02/2024	09/02/2024	F907200L600999990	CHARGE OFF ACCOUNT-INTEREST	(\$2,628.51)	
			CHARGE		
09/02/2024	09/02/2024	F907200L600999990	CHARGE OFF ACCOUNTS - FEES	(\$309.28)	
			FEES		
08/27/2024	08/27/2024		LATE FEE	\$41.00	
			TOTAL FEES FOR THIS PERIOD	\$41.00	

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

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Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$2,111.00	\$0.00	09/04/2024	\$0.00	[REDACTED] 5082

Payment Enclosed : \$

New address or e-mail? Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.
 Check the box at left and print changes on back

DIANA GARZA
1226 MIRA VIE APT 12201
SAN ANTONIO TX 78228-1923

Make Payment to: SYNCHRONY BANK
PO BOX 71715
PHILADELPHIA, PA 19176-1715

..Remember, you can update the above information as well as your email address at www/mysyndicationpartner.com

Street Address	City, State Zip	Phone #	E-mail
<input type="checkbox"/> I am aware of changes of address, phone number and/or email. Please check the box and print the changes below.			
or address of syndication partner you provide, and you consent to the use of my telephone services during syndication.			
By providing a telephone number or fax number you consent to Syndication Sales and any other service of your account contacting you about your account during syndication.			
This is an example to offer a desk and any information desired will be used for this purpose.			
Address: Syndication Sales, Attn: Barbershop Dept., P.O. Box 71756, Philadelphia, PA 19176-1756			
Property holder, if you do not send us notice, nothing sooner number and all information related to this proceeding by the following			
OCT2002-A002A			
NFTS73771N			

For changes of address, phone number and/or email, please check the box and print the changes below.
or address of syndication partner you provide, and you consent to Syndication Sales and any other service of your account during syndication.

This is an example to offer a desk and any information desired will be used for this purpose.

Address: Syndication Sales, Attn: Barbershop Dept., P.O. Box 71756, Philadelphia, PA 19176-1756

Property holder, if you do not send us notice, nothing sooner number and all information related to this proceeding by the following

OCT2002-A002A

NFTS73771N

Use of Information Account Your and Your Account Our Privacy Policy
Informational purposes to our service by Syndication Sales
Customer service telephone number disclosed on the front of this statement
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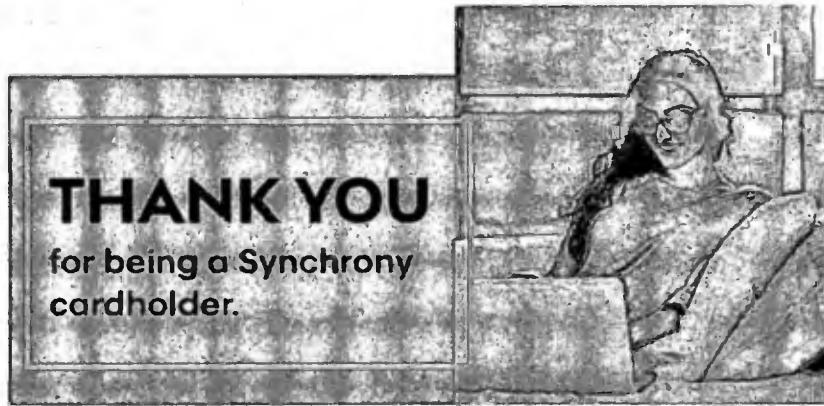
Informational purposes to our service by Syndication Sales
Informational purposes to our service by Syndication Sales

Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number	Description	Amount
INTEREST CHARGED				
09/02/2024	09/02/2024		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2024 Totals Year-to-Date				
			Total Fees Charged in 2024	\$287.00
			Total Interest Charged in 2024	\$1,788.46
			Total Interest Paid in 2024	\$0.00

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Current Transactions				
Purchases	NA	29.99%	\$0.00	\$0.00
Transactions on or before 07/04/2023				
Regular Transactions	NA	26.99%	\$0.00	\$0.00

When is interest charged on my account?				
<p>If you make a purchase, generally we charge interest from the day you make the purchase until you pay it in full.</p> <p>You can avoid interest on new purchases (except some promotional purchases) if you have no balance at the start of your billing cycle or you pay your balance in full each month.</p> <p>If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.</p>				

Cardholder News & Information				
<p>In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.</p>				
<p>If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at www.syf.com under the 'Contact Us' page.</p>				
<p>Statement not provided to customer.</p>				



CARECREDIT/SYNCHRONY BANK

synchrony

DIANA GARZA
Account Number: [REDACTED] 5082
Statement Closing Date: 02/04/2024

Summary of Account Activity

Previous Balance	\$6,534.84
+/- New Purchases	\$215.00
- Payments	\$215.00
+/- Credits, Fees & Adjustments (net)	(\$215.00)
+/- Interest Charge (net)	\$253.09
New Balance	\$6,572.93

Credit Limit	\$6,120.00
Available Credit	\$0.00
Overlimit Amount	\$452.93
Days in Billing Period	31

Pay online for free at: mysynchrony.com
For Synchrony Bank customer service or to report your
card lost or stolen, call (1-866-893-7864).

Best times to call are Wednesday - Friday.

Payment Information

New Balance	\$6,572.93
Total Minimum Payment Due	\$214.00
Payment Due Date	02/27/2024

PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.

We may convert your payment into an electronic debit. See reverse side.

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$41.00.

Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	20 years	\$19,719.00
\$270.00	3 years	\$9,717.00 (Savings = \$10,002.00)

If you would like information about credit counseling services, call 1-877-302-8797.

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 06/04/24.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

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Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

CareCredit

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$214.00	02/27/2024	\$6,572.93	[REDACTED] 5082

Payment Enclosed : \$

New address or e-mail? If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.
 Check the box at left and print changes on back

DIANA GARZA
1226 MIRA VIE APT 12201
SAN ANTONIO TX 78228-1923

Make Payment to: SYNCHRONY BANK
PO BOX 71715
PHILADELPHIA, PA 19176-1715

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTY. Unless your name is listed on the statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 71754, Philadelphia, PA 19176-1754. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remit coupon portion of this statement or pay online at www.mysynchrony.com.

Oversight Payments: Payments cannot be made in person, remit payments to Synchrony Bank, 400 White Clay Center Drive, Newark, NJ 19711.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 71756, Philadelphia, PA 19176-1756.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. 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. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by marking your payment (with the payment stub), in your own envelope - not the enclosed window envelope, addressed to: P.O. Box 665823, Dallas, TX 75268-0779 and not the Payment Address.

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 the Billing Inquiries Address of Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756

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.
- Write us to 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 are 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.
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 Synchrony Bank, P.O. Box 71756, Philadelphia, PA 19176-1756.

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.

Information About Payments: You may at any time pay in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Confidential Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 71756, Philadelphia, PA 19176-1756.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 71757, Philadelphia, PA 19176-1757. In doing so, please identify the inaccurate information and let us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest

Daily Balance Method: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charged section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on promotional purchases on the purchase date.

Your Account Is Owned and Serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

[MF5455521CU]

01FS5302-03/06/23

Bankruptcy Notice: If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 71783, Philadelphia, PA 19176-1783.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.



Street
Address
City, State
ZIP
Phone #
Email

*Home Phone #

*Business Phone #

*Cell # or other phone #
we can use to contact you

**Email Address

**Remember, you can update the above information as well as your email address online at www.mysynchrony.com.

Promotional Purchase Summary					
Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Deferred Interest Charge	Description/ Tran Date	Initial Purchase Amount
EXPIRED 06/04/2024	\$363.04 \$250.00	\$118.04 \$0.00	\$0.00 \$14.00	Deferred Interest/No Interest If Paid In Full 07/05/2023 Deferred Interest/No Interest If Paid In Full 11/29/2023	\$662.00 \$250.00
A summary of your promotional purchase is provided above. If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date. On a Fixed Payment (Extended Payment Plan) promotional purchase, the Interest Charge is billed monthly and included as part of the Minimum Payment due.					

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary							
Tran Date	Post Date	Reference Number	Description	Amount			
01/20/2024	01/20/2024	8534812D501G46WT6	PAYMENT - THANK YOU	(\$215.00)			
01/22/2024	01/22/2024	F907200D6000CP022	CR PROMO BAL PER PMT	(\$2.00)			
			DEFERRED INTEREST/NO INTEREST IF PAID IN FULL				
01/22/2024	01/22/2024	F907200D6000CP022	CR PROMO BAL PER PMT	(\$213.00)			
			DEFERRED INTEREST/NO INTEREST IF PAID IN FULL				
01/22/2024	01/22/2024	F907200D6000PD022	PYMT ADJ-PROMO CORRECT	\$2.00			
			DEFERRED INTEREST/NO INTEREST IF PAID IN FULL				
01/22/2024	01/22/2024	F907200D6000PD022	PYMT ADJ-PROMO CORRECT	\$213.00			
			DEFERRED INTEREST/NO INTEREST IF PAID IN FULL				
			FEES				
			TOTAL FEES FOR THIS PERIOD	\$0.00			
			INTEREST CHARGED				
02/04/2024	02/04/2024		INTEREST CHARGE ON PURCHASES	\$253.09			
			TOTAL INTEREST FOR THIS PERIOD	\$253.09			
2024 Totals Year-to-Date							
Total Fees Charged in 2024 \$0.00 Total Interest Charged in 2024 \$796.92 Total Interest Paid in 2024 \$0.00							

Interest Charge Calculation					
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
Current Transactions					
Purchases	NA	29.99%	\$9.29	\$0.24	
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$475.20	\$118.04	
Deferred Interest/No Interest If Paid In Full	06/04/2024	29.99%	\$246.99	\$0.00	
Transactions on or before 07/04/2023					
Regular Transactions	NA	26.99%	\$5,880.57	\$134.81	

New Promotional Financing Plans					
This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.					
No Interest If Paid Within Promotional Period (These can be advertised as Deferred Interest promotions) Under this promotion, no interest charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum or fixed monthly payments are required. This promotion may be offered for periods of 6, 12, 18, or 24 months.					
Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.					
Cardholder News & Information					

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

Continued on next page

Cardholder News & Information (Continued)

If you need to contact Synchrony about the loss of a Synchrony cardholder, you can submit a deceased notification form located at www.syf.com under the 'Contact Us' page.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

11DC2601196

STATE OF TEXAS

Midland Credit Management, Inc.,

Plaintiff

-vs-

AFFIDAVIT OF GRISEL LOPEZ PENA

DIANA GARZA,

Defendant(s).

Grisel Lopez Pena, 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 SYNCHRONY BANK/CARECREDIT account XXXXXXXXXXXXXXX5082 (MCM Number 329868106) (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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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 2024-09-02 with a balance of \$7,851.47. On or about 2024-11-15, Plaintiff purchased and was assigned the Account with a balance owed by Defendant of \$7,851.47. As of 2025-12-05, MCM's records show that the balance of \$7,851.47 remains due and owing and no interest has been assessed to the Account. Therefore, Plaintiff seeks the amount of \$7,851.47 from Defendant. All credits and offsets for payments have been applied to the balance.

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

- | | |
|------------------------------------|------------|
| 1. SYNCHRONY BANK | 2024-11-15 |
| 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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I certify under penalty of perjury that the foregoing statements are true and correct.

DEC 31 2025
Date

Grisel Lopez Pena

STATE OF MINNESOTA
COUNTY OF STEARNS

DEC 31 2025

Signed and sworn to (or affirmed) before me on
by Grisel Lopez Pena.

Christy Lynn Biss
Notary Public - Minnesota
My Commission Expires 01/31/2029

Notary Public

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11DC2601196

CAUSE NO.

MIDLAND CREDIT MANAGEMENT, INC. § IN THE JUSTICE COURT
Plaintiff, §
§
vs. § PRECINCT 1 PLACE 1
§
DIANA GARZA §
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

Rebeca Castille

Printed Name

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

SSN: XXX-XX-0147
Birth Date: Oct-XX-1979
Last Name: GARZA
First Name: DIANA
Middle Name:
Status As Of: Jan-06-2026
Certificate ID: SGK3HXKPLWZZXF

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Comments
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	Comments
NA	NA	No	NA

This response reflects whether the individual left active duty within 367 days preceding the Active Duty Status Date.

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Comments
NA	NA	No	NA

This response reflects whether the individual or his/her unit received 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 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.