

CHRISTINA ARNOLD, State Bar No.: 297590
HYO JIN JULIA JUNG, State Bar No.: 316090
MELINE GRIGORYAN, State Bar No.: 321133
MICHAEL D. KAHN, State Bar No.: 236898
ABRIL F. SAGLIO-RUIZ, State Bar No.: 299586
Midland Credit Management, Inc.
350 CAMINO DE LA REINA, SUITE 100
SAN DIEGO, CA 92108
Telephone: (866) 300-8750
Facsimile: (858) 309-1588
Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

CHATSWORTH COURTHOUSE NORTH VALLEY DISTRICT

Midland Credit Management, Inc.

Case No. **22CHLC05245**

Plaintiff,

COMPLAINT FOR:

vs.

(1) Account Stated

Jose Hernandez aka JOSE G HERNANDEZ;
and DOES 1 through 10, inclusive

PRAYER AMT: \$6,109.86
Limited

Defendant.

1. Plaintiff, Midland Credit Management, Inc. ("Plaintiff"), is a Limited Liability Company qualified to do business in California.

2. This court is the proper court because Plaintiff is informed and believes that Defendant Jose Hernandez aka JOSE G HERNANDEZ ("Defendant"), is a resident of LOS ANGELES County, State of California.

3. Plaintiff is unaware of the true names and capacities of Defendants sued by the fictitious names DOES 1 through 10. Plaintiff will ask leave of court to amend this complaint as and when the true names and capacities of Defendants named herein as DOES 1 through 10 have been ascertained.

4. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers, employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and scope of said authority of such agents, servants, and employees.

5. Pursuant to California Civil Code §1788.58(a)(1), Plaintiff is a debt buyer as defined by California Civil Code §1788.50(a).

6. Attached hereto are records regarding the accounts and/or payments received.

FIRST CAUSE OF ACTION

ACCOUNT STATED - AGAINST ALL DEFENDANTS

7. Pursuant to California Civil Code §1788.58(a)(2), Plaintiff is seeking to recover the amount of \$3,450.23 for the account listed in the First Cause of Action. This is the amount due on credit card account number XXXXXXXXXXXXX-8631 ("Account")¹ which was originally issued by SYNCHRONY BANK. The amount due is the result of transactions that occurred on the Account.

8. Pursuant to California Civil Code §1788.58(a)(3), Plaintiff is the sole owner of the debt. Attached hereto is a true and correct copy of the Bill of Sale from SYNCHRONY BANK to Plaintiff. The account was purchased by the Plaintiff on January 28, 2020.

9. Pursuant to California Civil Code §1788.58(a)(4), the Account balance at the time of charge-off was \$3,489.23.

10. In accordance with California Civil Code §1788.58(a)(4), the following is an explanation of the amount that the Plaintiff is seeking to recover at the time of the filing of this Complaint:

Charge-off Balance ²	\$3,489.23
Total Post Charge-Off Interest	\$0.00
Total Post Charge-Off Fees ³	\$0.00

11. Pursuant to California Civil Code §1788.58(a)(5), Plaintiff alleges that the date of default is June 11, 2019 and the date of the last payment was May 06, 2019.

12. Pursuant to California Civil Code §1788.58(a)(6), Plaintiff alleges that the name of the charge-off creditor at the time of the charge-off is SYNCHRONY BANK. On information and belief the Plaintiff alleges that an address utilized by SYNCHRONY BANK at the time of charge-off was 170 ELECTION RD SUITE 125 DRAPER UT 84020. At the time of charge off the account number associated with the debt was XXXXXXXXXXXXX-8631.

13. Pursuant to California Civil Code §1788.58(a)(7), Plaintiff alleges that the name of the debtor as it appeared in the records of SYNCHRONY BANK is JOSE HERNANDEZ and the last known address as it appeared in the records of SYNCHRONY BANK is APT 14 13073 SAN FERNANDO RD SYLMAR CA 913423584.

¹ Pursuant to California Rule of Court and California Civil Code §1788.58(c) the Account number has been redacted to protect the Defendant's confidential information.

² This amount may include the charged-off principal amount and pre-charge-off accrued interest as set forth in the seller data sheet attached hereto.

³ This amount is not reflective of the costs incurred in the filing and service of this action which are recoverable pursuant to California Code of Civil Procedure §1033.5.

14. Pursuant to California Civil Code §1788.58(a)(8), Plaintiff alleges that the name and address of all post charge-off purchasers of the debt are as follows:

Name	Address
MIDLAND CREDIT MANAGEMENT, INC.	350 CAMINO DE LA REINA SUITE 100 SAN DIEGO CA 92108

15. Pursuant to California Civil Code §1788.58(a)(9) Plaintiff alleges that it has complied with the provisions of Civil Code §1788.52 and that it informed Defendant of the assignment of the account.

16. Pursuant to California Civil Code §1788.58(b) attached hereto is a true and correct copy of a monthly statement recording a purchase transaction, payment or balance transfer while the account was active as required by California Civil Code §1788.52(b).

17. The Account balance at the time of charge-off was \$3,489.23, attached hereto is a true and correct copy of a billing statement that was mailed to Defendant stating the balance due on the Account at or around the time of charge-off.

18. By this complaint, Plaintiff seeks to recover amounts of \$3,450.23 from Defendant.

19. As alleged above, before filing this suit, all right, title and interest to the Account were sold and assigned to Plaintiff. Plaintiff owns the Account and is entitled to collect on the Account as if it were the original creditor. To the extent that Plaintiff acts in its capacity as successor-in-interest to the original creditor or its assigns, references herein to Plaintiff may include Plaintiff's predecessor-in-interest.

20. Before commencement of this action, Plaintiff informed Defendant in writing that it intended to file this action and that this action could result in a judgment against Defendant that would include court costs allowed by California Code of Civil Procedure § 1033(b)(2).

21. Defendant opened, used, and derived benefit from the Account through Defendant's own use of the Account or by another's use at Defendant's direction. By using the Account, Defendant expressly agreed or impliedly promised to repay Plaintiff.

1 22. Within the last four (4) years, Defendant became indebted on the Account to Plaintiff in
2 the sum of \$3,450.23 on an account stated in writing by and between Plaintiff and Defendant.

3 23. Regular monthly statements were mailed to Defendant listing the debits, credits, and
4 balance due on the Account.

5 24. Defendant last made a payment on the Account on May 06, 2019.

6 25. Plaintiff has no record of Defendant objecting to the monthly statements after receipt.

7 26. Plaintiff has made demand on Defendant for repayment of the account stated but
8 Defendant has failed to pay the balance due.

9 27. As of the date of this complaint there is due and owing the unpaid sum of \$3,450.23.
10 This amount was arrived by subtracting all payments and applying all credits (if any) to the charge-off
11 balance of \$3,489.23 as indicated on the charge-off statement.
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SECOND CAUSE OF ACTION

ACCOUNT STATED - AGAINST ALL DEFENDANTS

28. Pursuant to California Civil Code §1788.58(a)(2), Plaintiff is seeking to recover the amount of \$2,659.63 for the account listed in the Second Cause of Action. This is the amount due on credit card account number XXXXXXXXXXXXX-9496 ("Account")¹ which was originally issued by CAPITAL ONE BANK (USA), N.A.. The amount due is the result of transactions that occurred on the Account.

29. Pursuant to California Civil Code §1788.58(a)(3), Plaintiff is the sole owner of the debt. Attached hereto is a true and correct copy of the Bill of Sale from CAPITAL ONE BANK (USA), N.A. to Plaintiff. The account was purchased by the Plaintiff on December 20, 2019.

30. Pursuant to California Civil Code §1788.58(a)(4), the Account balance at the time of charge-off was \$2,659.63.

31. In accordance with California Civil Code §1788.58(a)(4), the following is an explanation of the amount that the Plaintiff is seeking to recover at the time of the filing of this Complaint:

Charge-off Balance ²	\$2,659.63
Total Post Charge-Off Interest	\$0.00
Total Post Charge-Off Fees ³	\$0.00

32. Pursuant to California Civil Code §1788.58(a)(5), Plaintiff alleges that the date of default is May 21, 2019 and the date of the last payment was May 22, 2019.

33. Pursuant to California Civil Code §1788.58(a)(6), Plaintiff alleges that the name of the charge-off creditor at the time of the charge-off is CAPITAL ONE BANK (USA), N.A.. On information and belief the Plaintiff alleges that an address utilized by CAPITAL ONE BANK (USA), N.A. at the time of charge-off was 4851 COX ROAD GLEN ALLEN VA 23060. At the time of charge off the account number associated with the debt was XXXXXXXXXXXXX-9496.

34. Pursuant to California Civil Code §1788.58(a)(7), Plaintiff alleges that the name of the debtor as it appeared in the records of CAPITAL ONE BANK (USA), N.A. is JOSE G HERNANDEZ and the last known address as it appeared in the records of CAPITAL ONE BANK (USA), N.A. is 13073 SAN FERNANDO RD APT 14 SYLMAR CA 913423584.

¹ Pursuant to California Rule of Court and California Civil Code §1788.58(c) the Account number has been redacted to protect the Defendant's confidential information.

² This amount may include the charged-off principal amount and pre-charge-off accrued interest as set forth in the seller data sheet attached hereto.

³ This amount is not reflective of the costs incurred in the filing and service of this action which are recoverable pursuant to California Code of Civil Procedure §1033.5.

1 35. Pursuant to California Civil Code §1788.58(a)(8), Plaintiff alleges that the name and
address of all post charge-off purchasers of the debt are as follows:

2 Name	Address
3 MIDLAND CREDIT MANAGEMENT, INC.	350 CAMINO DE LA REINA SUITE 100 SAN DIEGO CA 92108

4 36. Pursuant to California Civil Code §1788.58(a)(9) Plaintiff alleges that it has complied
5 with the provisions of Civil Code §1788.52 and that it informed Defendant of the assignment of the
6 account.

7 37. Pursuant to California Civil Code §1788.58(b) attached hereto is a true and correct copy
8 of a monthly statement recording a purchase transaction, payment or balance transfer while the account
9 was active as required by California Civil Code §1788.52(b).

10 38. The Account balance at the time of charge-off was \$2,659.63, attached hereto is a true
11 and correct copy of a billing statement that was mailed to Defendant stating the balance due on the
12 Account at or around the time of charge-off.

13 39. By this complaint, Plaintiff seeks to recover amounts of \$2,659.63 from Defendant.

14 40. As alleged above, before filing this suit, all right, title and interest to the Account were
15 sold and assigned to Plaintiff. Plaintiff owns the Account and is entitled to collect on the Account as if it
16 were the original creditor. To the extent that Plaintiff acts in its capacity as successor-in-interest to the
17 original creditor or its assigns, references herein to Plaintiff may include Plaintiff's predecessor-in-
interest.

18 41. Before commencement of this action, Plaintiff informed Defendant in writing that it
19 intended to file this action and that this action could result in a judgment against Defendant that would
20 include court costs allowed by California Code of Civil Procedure § 1033(b)(2).

21 42. Defendant opened, used, and derived benefit from the Account through Defendant's own
22 use of the Account or by another's use at Defendant's direction. By using the Account, Defendant
23 expressly agreed or impliedly promised to repay Plaintiff.
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1 43. Within the last four (4) years, Defendant became indebted on the Account to Plaintiff in
2 the sum of \$2,659.63 on an account stated in writing by and between Plaintiff and Defendant.

3 44. Regular monthly statements were mailed to Defendant listing the debits, credits, and
4 balance due on the Account.

5 45. Defendant last made a payment on the Account on May 22, 2019.

6 46. Plaintiff has no record of Defendant objecting to the monthly statements after receipt.

7 47. Plaintiff has made demand on Defendant for repayment of the account stated but
8 Defendant has failed to pay the balance due.

9 48. As of the date of this complaint there is due and owing the unpaid sum of \$2,659.63.
10 This amount was arrived by subtracting all payments and applying all credits (if any) to the charge-off
11 balance of \$2,659.63 as indicated on the charge-off statement.
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1 **WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

2 **On the First and Second Cause of Action:**

- 3 1. For the unpaid balance of \$6,109.86;
- 4 2. Costs of suit;
- 5 3. Such other relief as the Court may deem just and proper.

6

7 Dated: February 08, 2022

Midland Credit Management, Inc.

8

9 By: _____

- 10 ☐ HYO JIN JULIA JUNG
- 11 ☒ MELINE GRIGORYAN
- 12 ☐ CHRISTINA ARNOLD
- 13 ☐ MICHAEL D. KAHN
- 14 ☐ ABRIL F. SAGLIO-RUIZ
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EXHIBIT A



4500 Munson St NW
Canton Oh 44718, U.S.

BILL of SALE

Midland (M11S) – PLCC Fresh – January 2020

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Accounts Purchase Agreement (the "Agreement"), dated as of the 18th day of February 2019 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C.; 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 Files, delivered by Seller to Buyer on or about January 16th 2020, 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: Lynne Fisher
By: Lynne Fisher (Feb 5, 2020)

Lynne Fisher

Title: SVP Recovery Operations

Retail Finance Credit Services, LLC

By: Lynne Fisher
By: Lynne Fisher (Feb 5, 2020)

Lynne Fisher

Title: Vice President

RFS Holding, LLC

By: Lynne Fisher
By: Lynne Fisher (Feb 5, 2020)

Lynne Fisher

Title: Duly Authorized Signatory

Midland Credit Management, Inc.

By: Sarah Cosgrave
By: Sarah Cosgrave (Feb 7, 2020)

Sarah Cosgrave

Title: MVP, Business Development

QC APPROVED

By: Gregory Lincir, Data Analyst

Date: 02/04/2020

Purchase Price Reconciliation/Funding Instructions

January 17, 2020

To: Midland

This FORWARD FLOW ACCOUNTS PURCHASE AGREEMENT, is made this 18th day of February, 2019 (the "Effective Date"), by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C.; and Retail Finance Credit Services, LLC (collectively, "Seller") and Midland Credit Management, Inc. ("Buyer") with reference to the following facts and circumstances:

Portfolio	<u>RMS NG</u>
Agcy_Atty Code	M11S
Total Number of Accounts	
Outstanding Balances on Transfer Date	
Cut-Off Date	<u>January 16, 2020</u>
Transfer Date	January 16, 2020
Purchase Price Factor	
Purchase Price	
0% Holdout	
Amount of Wire transfer	
Date of Funding:	January 28, 2020
Bank:	
ABA No.	
Account No:	
Account Holder:	
Location:	

AFFIDAVIT OF SALE
OF ACCOUNT
BY ORIGINAL CREDITOR

State of Florida County of Seminole


Nellie Lluesma 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 **1/16/2020** 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.

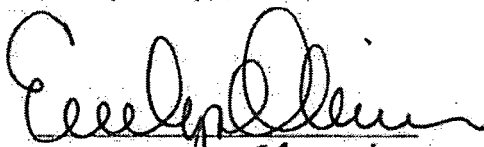
The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

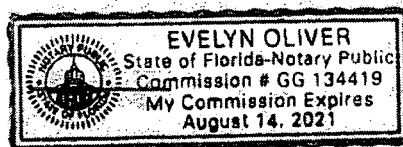
Signed this 6th day of February, 2020


Nellie Lluesma

Signed and sworn to before me this 6th day of February, 2020

(Notary Stamp)

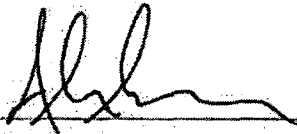

8-14-21



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 **Nellie Lluesma** was taken by **Evelyn Oliver**, 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 6th day of February, 2020



Alexandria Gordon

Attorney-at-law, State of Florida.

Field	Field Data
Account Number	8631
First Name	JOSE
Last Name	HERNANDEZ
SSN	XXX-XX-8027
Date of Birth	
Address 1	APT 14
Address 2	13073 SAN FERNANDO RD
City	SYLMAR
State	CA
Zip	91342-3584
Open Date	02/29/2016
Last Purchase Date	04/26/2019
Last Payment Date	05/06/2019
Last Payment Amount	\$88.00
Sale Amount	\$3,489.23
Charge Off Date	12/10/2019
Charge off Balance	\$3,489.23
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments and Credits	\$0.00
Affinity	GAP
Alternate Account #1	8634

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 01/28/2020 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Credit Management, Inc.

Midland (M11S) - PLCC Fresh - January 2020

EXHIBIT B



Gap VISA® CARD

JOSE G HERNANDEZ

Account Number [REDACTED] 8631

Visit us at eservice.gap.com

Customer Service: 1-866-450-4467

Summary of Account Activity	
Previous Balance	\$2,718.44
- Payments	\$94.00
+ Interest Charged	\$60.97
New Balance	\$2,685.41
Credit Limit	\$2,800.00
Available Credit	\$114.00
Cash Limit	\$560.00
Available Cash	\$114.00
Statement Closing Date	04/11/2019
Days in Billing Cycle	30

Payment Information	
New Balance	\$2,685.41
Total Minimum Payment Due	\$88.00
Payment Due Date	05/04/2019
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 \$39.00.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about
Only the Minimum payment	11 years
\$110.00	3 years
	\$6,775.00
	\$3,959.00 (Savings = \$2,816.00)
If you would like information about credit counseling services , call 1-877-302-8775.	

Your Rewards Summary	
BEGINNING POINTS BALANCE	421
TOTAL POINTS	421
POINTS CONVERTED TO REWARDS	0
ENDING POINTS	421
POINTS TO NEXT REWARD	79

Gap Account News	
You're only 79 points away from earning a \$5 Reward. Earn 5 points for every dollar spent at Gap, Banana Republic, Old Navy, Athleta and Hill City. Plus, earn 1 point for every dollar spent everywhere else Visa is accepted.	
Great News, Cardmember! You can now earn points and redeem your Rewards at Hill City. Check out Gap Inc.'s newest brand at HillCity.com.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
*Purchases in Our Stores (Gap, Old Navy, Banana Republic, Athleta and Hill City)				
Other Transactions (gas, groceries, etc.)				
04/04	04/04	74479942Z00XS6H14	ONLINE PAYMENT THANK YOU	(\$94.00)
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
04/11	04/11		INTEREST CHARGE ON PURCHASES	\$60.97
04/11	04/11		INTEREST CHARGE ON CASH ADVANCES	\$0.00
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

ES44 BHH 1 7 9 190111 PAGE 1 of 3 3179 1300 C501 01P06544



Account Number: [REDACTED] 8631

Total Minimum Payment Due	Payment Due Date	New Balance
\$88.00	05/04/2019	\$2,685.41

Save a stamp, pay on-line.



We currently do not accept payments in our stores.

JOSE G HERNANDEZ
APT 14
13073 SAN FERNANDO RD
SYLMAR CA 91342-3584

Make Payment To: GAP VISA/SYNCHRONY BANK
PO BOX 960017
ORLANDO, FL 32896-0017



Transaction Summary (continued)				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
TOTAL INTEREST FOR THIS PERIOD				\$60.97
2019 Totals Year-To-Date				
Total Fees Charged in 2019			\$38.00	
Total Interest Charged in 2019			\$246.15	
Total Interest Paid in 2019			\$247.49	

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Current Transactions				
Purchases	N/A	28.24% (v)	\$0.00	\$0.00
Cash Advances	N/A	29.24% (v)	\$0.00	\$0.00
Transactions on or before 04/11/2019				
Regular Purchases	N/A	27.24%(v)	\$2,722.92	\$60.97
(v) = variable rate				

Cardholder News and Information				
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.				

Cardholder Benefits and Information				
Looking for a more convenient due date? Call customer service at the phone number on your statement to determine if eligible and discuss available options.				

5544

HWB

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190411

PAID 20 2

2179 1300 0501 0109544

EXHIBIT C

Gap VISA® CARD

JOSE G HERNANDEZ

Account Number [REDACTED] 8631

Visit us at eservice.gap.com

Customer Service: 1-866-419-0954

Summary of Account Activity

Previous Balance	\$3,334.12
+ Fees Charged	\$39.00
+ Interest Charged	\$77.11
New Balance	\$3,450.23
Credit Limit	\$2,800.00
Available Credit	\$0.00
Cash Limit	\$560.00
Available Cash	\$0.00
Statement Closing Date	11/11/2019
Days in Billing Cycle	31

Payment Information

New Balance	\$3,450.23
Amount Past Due	\$831.00
Total Minimum Payment Due	\$982.00
Overtime Amount	\$650.23
Payment Due Date	12/04/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

<p>If you make no additional charges using this card and each month you pay</p>	<p>You will pay off the balance shown on this statement in about</p>	<p>And you will end up paying an estimated total of</p>
<p>Only the Minimum payment</p>	<p>10 years</p>	<p>\$7,197.00</p>

If you would like information about **credit counseling services**, call 1-877-302-8775.

Your Rewards Summary

BEGINNING POINTS BALANCE	384
TOTAL POINTS	384
POINTS CONVERTED TO REWARDS	0
ENDING POINTS	384
POINTS TO NEXT REWARD	116
Rewards Earned This Year	\$5.00

Gap Account News

You're only 116 points away from earning a \$5 Reward.
Earn 5 points for every dollar spent at Gap, Banana Republic, Old Navy, Athleta and Hill City. Plus, earn 1 point for every dollar spent everywhere else Visa is accepted.

Great News. Cardmember! You can now earn points and redeem your Rewards at Hill City. Check out Gap Inc.'s newest brand at HillCity.com.

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
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*Purchases in Our Stores (Gap, Old Navy, Banana Republic, Athleta and Hill City)

(Continued on next page)

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6544 BWH 1 7 9 191111 EX PAGE 1 of 3 3179 1360 C501 01FQ6544

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 8631

Total Minimum Payment Due	Past Due Amount	Payment Due Date	Overlimit Amount	New Balance
\$982.00	\$831.00	12/04/2019	\$650.23	\$3,450.23

Payment Enclosed:
Please use blue or black ink.

OR pay on-line at
eservice.gap.com

New address or email? Print changes on back.

We currently do not accept payments in our stores.

JOSE G HERNANDEZ
APT 14
13073 SAN FERNANDO RD
SYLMAR CA 91342-3584

Make Payment To:GAP VISA/SYNCHRONY BANK
PO BOX 960017
ORLANDO, FL 32896-0017



Transaction Summary (continued)				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
FEES				
11/04	11/04		LATE FEE	\$39.00
			TOTAL FEES FOR THIS PERIOD	\$39.00
INTEREST CHARGED				
11/11	11/11		INTEREST CHARGE ON PURCHASES	\$77.11
11/11	11/11		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$77.11
2019 Totals Year-To-Date				
Total Fees Charged in 2019			\$311.00	
Total Interest Charged in 2019			\$733.44	
Total Interest Paid in 2019			\$308.46	

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Current Transactions				
Purchases	N/A	27.74%(v)	\$369.74	\$8.71
Cash Advances	N/A	28.74%(v)	\$0.00	\$0.00
Transactions on or before 04/11/2019				
Regular Purchases	N/A	26.74%(v)	\$3,011.51	\$68.40
(v) = variable rate				

Cardholder News and Information				
You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.				

EXHIBIT A

Forward Flow Receivable Sale Agreement dated November 15, 2018

BILL OF SALE

Closing Date: December 20, 2019

Capital One Bank (USA), National Association ("Seller"), in consideration of a Purchase Price of [REDACTED] and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in the Accounts identified in the Sale File entitled

OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_main.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_customer.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_phone.dat.gz

(which may be in electronic form) to Midland Credit Management, Inc., as successor in interest to, Midland Funding LLC ("Buyer"), without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to that certain Forward Flow Receivable Sale Agreement, dated as of November 15, 2018, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Sale File Delivery Date for the Sale File was December 16, 2019. The aggregate Sale Balance of the Accounts as of the Sale File Delivery Date was [REDACTED]

**CAPITAL ONE BANK (USA),
NATIONAL ASSOCIATION**

By: 

Name: James R. Lane

Title: Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: 

Name: Sarah Cosgrove

Title: MVP, Business Development

Forward Flow Receivable Sale Agreement dated November 15, 2018

**AFFIDAVIT OF SALE
OF ACCOUNT
BY CREDITOR**

State of Virginia, County of Goochland.


James R. Lane being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am a Vice President of Capital One Bank (USA), National Association. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about December 16, 2019, Capital One Bank (USA), National Association sold a pool of charged-off accounts (the Accounts) by a Forward Flow Receivable Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., as successor in interest to, Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One Bank (USA), National Association.

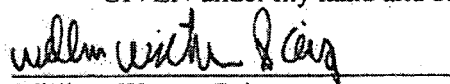
I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

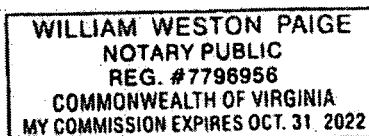
Signed this 7 day of January, 2020.


James R. Lane
Vice President

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

GIVEN under my hand and seal this 7 day of January, 2020.


William Weston Paige
Notary Public



Forward Flow Receivable Sale Agreement dated November 15, 2018

CERTIFICATE OF CONFORMITY

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

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that William Weston Paige, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One Bank (USA), National Association are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 7th day of January, 2020.

James Olsted
Printed Name
[Signature]
Signed Name

Attorney at Law, Commonwealth of Virginia

Field	Field Data
Account Number	██████████9496
Seller Account ID	1001944058
First Name	JOSE
Middle Name	G
Last Name	HERNANDEZ
SSN	XXX-XX-8027
Date of Birth	██████████
Address 1	13073 SAN FERNANDO RD APT 14
City	SYLMAR
State	CA
Zip	913423584
Home Phone	8186752400
Open Date	12/09/2014
Last Purchase Date	03/21/2019
Last Purchase Amount	\$40.36
Last Payment Date	05/22/2019
Last Payment Amount	\$40.00
Sale Amount	\$2,659.63
Charge Off Date	10/25/2019
Charge off Balance	\$2,659.63
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

Account information provided by Capital One Bank (USA), National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/20/2019 in connection with the sale of accounts from Capital One Bank (USA), National Association to Midland Credit Management, Inc.

OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_main.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_customer.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.BFRLLE20191213_BN0076_phone.dat.gz

EXHIBIT B



Payment Information

Payment Due Date
Jun. 21, 2019

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

New Balance
\$2,377.39

Minimum Payment Due
\$243.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$38.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Minimum Payment	14 Years	\$5,860

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

Account Summary

Previous Balance	\$2,334.54
Payments	- \$40.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$38.00
Interest Charged	+ \$44.85
New Balance	= \$2,377.39
Credit Limit	\$2,300.00
Available Credit (as of May 24, 2019)	\$0.00
Cash Advance Credit Limit	\$2,150.00
Available Credit for Cash Advances	\$0.00



Get your account
back on track.

Visit capitalone.com to make a payment today.

300080

Account Notifications



For questions about this account, please give us a call at 1-800-955-6600. We'll be glad to help you Monday through Friday from 8 a.m. to 11 p.m. ET, and Saturday and Sunday from 8 a.m. to 5 p.m. ET.



Your account has gone over its credit limit and is currently past due.

Additional notifications on page 2

Pay or manage your account on our mobile app or at www.capitalone.com.

Customer Service: 1-800-903-3637

See reverse for Important Information



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

Payment Due Date: **Jun. 21, 2019**

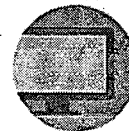
Account Ending in 9496

New Balance
\$2,377.39

Minimum Payment Due
\$243.00

Amount Enclosed
\$ _____

JOSE G HERNANDEZ
13073 SAN FERNANDO RD APT 14
SYLMAR, CA 91342-3584



Manage your account
on your time.

You can access account information
on our secure website anytime, 24/7.

Manage your account at capitalone.com

Capital One
P.O. Box 60599
City of Industry, CA 91716-0599



How can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding segment of your account.

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

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

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

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

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

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in *The Wall Street Journal*). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle.
F	1 month LIBOR + margin	

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

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

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

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

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement : If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.


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ETC-08

11/01/16

Changing Mailing Address?

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

 Pay online at www.capitalone.com

 Pay using our mobile app

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

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

When will you Credit My Payment?


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

Any written requests on this form **will not be honored**. To manage your account, please refer to your billing statement for customer service options.




Transactions		
Visit	to see detailed transactions	
JOSE G HERNANDEZ #9496: Payments, Credits and Adjustments		
Date	Description	Amount
May 22	CAPITAL ONE MOBILE PYMTAuthDate 21-May	- \$40.00
JOSE G HERNANDEZ #9496: Transactions		
Date	Description	Amount
Fees		
Date	Description	Amount
May 21	PAST DUE FEE	\$38.00
Total Fees for This Period		\$38.00
Interest Charged		
Interest Charge on Purchases		\$44.85
Interest Charge on Cash Advances		\$0.00
Interest Charge on Other Balances		\$0.00
Total Interest for This Period		\$44.85
Totals Year-to-Date		
Total Fees charged		\$76.00
Total Interest charged		\$219.89

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate(APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.15% P	\$2,357.20	\$44.85
Cash Advances	23.15% P	\$0.00	\$0.00
P,L,D,F = Variable Rate. See reverse of page 1 for details.			

Additional Account Notifications	
	You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

300086



Get the app designed to save time.
Effortlessly manage your account on the go with the Capital One® mobile app.

Text ONE to 80101 to download the app. Messaging & Data rates may apply.

EXHIBIT C



Payment Information	
Payment Due Date PAST DUE	For online and phone payments, the deadline is 8pm ET.
New Balance \$2,659.63	Minimum Payment Due \$2,659.63
IMPORTANT ACCOUNT UPDATES:	
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.	

Account Summary	
Previous Balance	\$2,610.59
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$49.04
New Balance	= \$2,659.63
Available Credit (as of Oct. 24, 2019)	N/A



Account Notifications

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

Pay or manage your account on our mobile app or at www.capitalone.com.

Customer Service: 1-800-258-9319

See reverse for Important Information



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



Payment Due Date: **Past Due**

Account Ending in 9496

New Balance	Minimum Payment Due	Amount Enclosed
\$2,659.63	\$2,659.63	\$ _____

JOSE G HERNANDEZ
13073 SAN FERNANDO RD APT 14
SYLMAR, CA 91342-3584



Capital One
P.O. Box 60599
City of Industry, CA 91716-0599



How can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

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

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

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
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3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

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

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

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in *The Wall Street Journal*). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle.
F	1 month LIBOR + margin	

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

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

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

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

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.


If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.


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ETC-08
11/01/16

Changing Mailing Address?

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

 Pay online at www.capitalone.com

 Pay using our mobile app

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

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

When will you Credit My Payment?

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

Any written requests on this form **will not be honored**. To manage your account, please refer to your billing statement for customer service options.



Transactions		
Visit here to see detailed transactions.		
JOSE G HERNANDEZ #9496: Payments, Credits and Adjustments		
Date	Description	Amount
JOSE G HERNANDEZ #9496: Transactions		
Date	Description	Amount
Fees		
Date	Description	Amount
Total Fees for This Period		\$0.00
Interest Charged		
Interest Charge on Purchases		\$49.04
Interest Charge on Cash Advances		\$0.00
Interest Charge on Other Balances		\$0.00
Total Interest for This Period		\$49.04
Totals Year-to-Date		
Total Fees charged		\$114.00
Total Interest charged		\$464.13



Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	22.65% P	\$2,634.22	\$49.04
Cash Advances	22.65% P	\$0.00	\$0.00
P, L, D, F = Variable Rate. See reverse of page 1 for details.			

Your account has charged off.

It is now being serviced by the Recoveries department.
Call 1-800-258-9319 if you have questions about this notice.