

CAUSE NO.**Capital One, N.A.**
Plaintiff,

vs.

GAVIN T. RUSSELL
Defendant.§ **IN THE COUNTY COURT**
§
§
§ **AT LAW NO. ____**
§
§
§ **OF HARRIS COUNTY, TEXAS****PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Capital One, N.A. ("Plaintiff"). a national bank, and for cause of action against Defendant Gavin T. Russell, would show unto the Court as follows:

Discovery Control Plan

1. Discovery is to be conducted under Level 1 of Rule 190 of the Texas Rules of Civil Procedure.
2. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

Nature of Case

3. Plaintiff seeks a recovery for damages arising from Defendant Gavin T. Russell's breach of a Visa Credit Card Account agreement entered into by the Defendant, which Defendant used or authorized to be used and for which Defendant became obligated to repay. Plaintiff sues herein for suit on debt/account stated and for breach of contract. Plaintiff seeks a money judgment against the Defendant.

Parties

4. Plaintiff, Capital One, N.A., is a national bank .
5. Defendant Gavin T. Russell is an adult individual upon whom service of citation may be had at Defendant's residence which is located at 14614 Cypress Cottage Ct, Cypress, TX 77429 or where they may be found.

Venue

6. Venue is proper in Harris County pursuant to Section 15.002(a)(2) of the Texas Civil Practice and Remedies Code because it is the county of residence for one or more of the defendants at the time the cause of action accrued.

Facts

7. In the usual course of business, Capital One, N.A. advanced dollar amounts on a Visa Credit Card Account, account number XXXXXXXXXXXXX3595, which Defendant used or authorized to be used for the purchases of goods, merchandise, services or for cash advances and for which Defendant became bound to repay Capital One, N.A. for all amounts thereby advanced (hereinafter, the "Account").

8. The Defendant ceased making the required payments on the Account, thereby creating a default.

9. Ultimately the Account was charged-off on November 7, 2024. As of the filing of this lawsuit, there remained an unpaid balance of \$22,953.60. This amount represents the charge-off balance of the account, less any post-charge-off payments. Plaintiff does not seek, and has not accrued, post-charge-off interest on the account.

10. Plaintiff is the true party in interest to the Contract in that it is an original party to the Contract or legally affiliated with the original party to the Contract.

11. On or about November 26, 2024, Plaintiff sent a letter to Defendant demanding payment in full of the Account (the "Demand Letter"); however, despite delivery of the Demand Letter, the Account has not been paid.

12. There continues to be owed by Defendant to Plaintiff an unpaid balance of \$22,953.60.

COUNT I - Suit on Debt / Account Stated

13. Paragraphs 1 through 12 are incorporated by reference.

14. Plaintiff is the owner and beneficiary of all claims related to the Account. In accordance with federal regulations, Capital One, N.A. sent monthly periodic statements for the

Account to the Defendant. Based upon Plaintiff's records, there are no unresolved billing disputes related to the Account and the amount that is due and owing on the Account is \$22,953.60; said amount being just and true after all lawful offsets, payments and credits have been allowed.

15. Plaintiff is entitled to recover on the Account because (i) transactions between Plaintiff and the Defendant gave rise to an indebtedness, (ii) there existed an agreement between the Plaintiff and the Defendant which established the amount that was due to Plaintiff, and (iii) the Defendant promised to pay Plaintiff on the debt which was incurred, but failed to do so.

16. Plaintiff has presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

COUNT II - Breach of Contract

17. Paragraphs 1 through 16 are incorporated by reference.

18. Plaintiff is the owner and beneficiary of all rights under the Account opened by the Defendant with Plaintiff. Defendant has breached the agreement between the parties by failing to pay all amounts due and owing on the Account in accordance with the terms of the agreement.

19. \$22,953.60 remains due and owing on the Account.

20. Plaintiff has presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

Waiver of Attorneys Fees

21. Plaintiff expressly waives its right, if any, to recover its attorneys fees in this matter.

Conditions Precedent

22. All conditions precedent to Plaintiff's right of recovery have been fulfilled.

[Continued on Next Page]

Prayer

WHEREFORE, Plaintiff Capital One, N.A. prays that Defendant Gavin T. Russell be cited to appear and answer herein, that this Court set this matter for hearing, and that upon final hearing hereof, Plaintiff have judgment against the Defendant as set forth herein:

- a. Damages in the amount of \$22,953.60,
- b. Cost of Court.

Respectfully submitted,

SCOTT & ASSOCIATES, P.C.,

/s/ Jennings Kennady

Digitally signed by Jennings Kennady
DN: o=MJSPC, ou=Legal, uid=67619861
Date: 1/14/2025 3:46:44 PM

Jennings Kennady

SBN 24105660

P. O. Box 115220

Carrollton, Texas 75011

Telephone: (866) 298-3155

Facsimile: (214) 234-8454

Courts@scott-pc.com

For Court Inquiries Only: (214) 234-8456

ATTORNEYS FOR PLAINTIFF

Claim Exhibits

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Payment Information	
Payment Due Date	For online and phone payments, the deadline is 8pm ET.
PAST DUE	
New Balance	Minimum Payment Due
\$22,953.60	\$22,953.60

Account Summary	
Previous Balance	\$22,482.49
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$471.11
New Balance	= \$22,953.60
Available Credit (as of Nov 06, 2024)	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 at capitalone.com

Customer Service: 800-227-4825

See reverse for Important Information



GAVIN T RUSSELL
14614 CYPRESS COTTAGE CT
CYPRESS, TX 77429-8090



Payment Due Date: **Past Due** Account ending in 3595

New Balance	Minimum Payment Due	Amount Enclosed
\$22,953.60	\$22,953.60	\$ _____

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

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

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

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
 - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 800-227-4825

Changing your mailing address?

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

Any written request on this form will not be honored.

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

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

When will you Credit My Payment?

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

Transactions			
Visit capitalone.com to see detailed transactions.			
GAVIN T RUSSELL #3595: Payments, Credits and Adjustments			
Trans Date	Post Date	Description	Amount
GAVIN T RUSSELL #3595: Transactions			
Trans Date	Post Date	Description	Amount
ISMARI VERTIZ #1471: Payments, Credits and Adjustments			
Trans Date	Post Date	Description	Amount
ISMARI VERTIZ #1471: Transactions			
Trans Date	Post Date	Description	Amount
Fees			
Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00
Interest Charged			
Interest Charge on Purchases			\$471.11
Interest Charge on Cash Advances			\$0.00
Interest Charge on Other Balances			\$0.00
Total Interest for This Period			\$471.11
Totals Year-to-Date			
Total Fees charged			\$295.00
Total Interest charged			\$4,800.07

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	25.24% P	\$22,709.42	\$471.11
Cash Advances	27.74% P	\$0.00	\$0.00
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.	
L	3 month LIBOR + margin		
D	Prime Rate + margin	The first day of each Billing Cycle	
F	1 month LIBOR + margin		



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

Scan this QR Code with your phone's camera to learn more or visit
www.capitalone.com/stopscams

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Payment Information	
Payment Due Date Nov 01, 2024	For online and phone payments, the deadline is 8pm ET.
New Balance \$22,482.49	Minimum Payment Due \$4,702.00
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.	
MINIMUM PAYMENT WARNING: Even if you make no more charges with this card, if you make only the minimum payment each month we estimate you will never pay off the balance shown on this statement because your payment will be less than the interest charged each month. If you make more than the minimum payment each period, you will pay less in interest and pay off your balance sooner. For example, if you instead paid \$897.00 per month, you would pay off the balance shown on this statement in around 3 years.	
If you would like information about credit counseling services, call 888-326-8055.	

Account Summary	
Previous Balance	\$22,005.84
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$476.65
New Balance	= \$22,482.49
Credit Limit	\$23,000.00
Available Credit (as of Oct 07, 2024)	N/A
Cash Advance Credit Limit	\$6,000.00
Available Credit for Cash Advances	N/A

Rewards Summary		Rewards as of: 10/07/2024	
Rewards Balance 47,050		Track and redeem your rewards with our mobile app or on capitalone.com	
Previous Balance	Earned This Period	Redeemed this period	
47,050	0	0	

Account Notifications

- ① Your minimum payment was not received in time to avoid a late fee. As a courtesy, we didn't charge you a late fee this month. Please note that we may charge a late fee in future months if we don't receive at least your minimum payment by your due date.

Pay or manage your account at capitalone.com

Customer Service: 800-227-4825

See reverse for Important Information



GAVIN T RUSSELL
14614 CYPRESS COTTAGE CT
CYPRESS, TX 77429-8090



Payment Due Date: **Nov 01, 2024**

Account ending in 3595

New Balance	Minimum Payment Due	Amount Enclosed
\$22,482.49	\$4,702.00	\$ _____

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

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



3595

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

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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.

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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.

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- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
 - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 800-227-4825

Changing your mailing address?

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

Any written request on this form will not be honored.

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

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

When will you Credit My Payment?

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

Transactions			
Visit capitalone.com to see detailed transactions.			
GAVIN T RUSSELL #3595: Payments, Credits and Adjustments			
Trans Date	Post Date	Description	Amount
GAVIN T RUSSELL #3595: Transactions			
Trans Date	Post Date	Description	Amount
ISMARI VERTIZ #1471: Payments, Credits and Adjustments			
Trans Date	Post Date	Description	Amount
ISMARI VERTIZ #1471: Transactions			
Trans Date	Post Date	Description	Amount
Fees			
Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00
Interest Charged			
Interest Charge on Purchases			\$476.65
Interest Charge on Cash Advances			\$0.00
Interest Charge on Other Balances			\$0.00
Total Interest for This Period			\$476.65
Totals Year-to-Date			
Total Fees charged			\$295.00
Total Interest charged			\$4,328.96

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	25.24% P	\$22,235.58	\$476.65
Cash Advances	27.74% P	\$0.00	\$0.00
Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.			
Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change	
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.	
L	3 month LIBOR + margin		
D	Prime Rate + margin	The first day of each Billing Cycle	
F	1 month LIBOR + margin		



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

Scan this QR Code with your phone's camera to learn more or visit
www.capitalone.com/stopscams

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CAPITAL ONE, N.A.
Plaintiff,

vs.

GAVIN T. RUSSELL
Defendant.

§ **IN THE COUNTY COURT**

§

§

§ **AT LAW NO. ____**

§

§

§ **HARRIS COUNTY, TEXAS**

NON-MILITARY DECLARATION

Pursuant to Texas Civil Practice and Remedies Code ("TCPRC") §132.001, which provides that "an unsworn declaration may be used in lieu of a written sworn declaration, verification, certification, oath or affidavit required by statute or required by a rule, order, or requirement adopted as provided by law," and Texas Business and Commerce Code ("TBCC") §322.007 which provides that "if a law requires a record to be in writing, an electronic record satisfies the law" and "if a law requires a signature, an electronic signature satisfies the law," the undersigned attorney hereby submits the following unsworn declaration as to the military status of the above-named Defendant:

1. "My name is Jennings Kennady, my date of birth is July 3, 1993, and my address is 1120 Metrocrest Dr #100 Carrollton, TX 75006, Texas.

2. I declare under penalty of perjury that the following is true and correct. I am employed as an attorney by the law firm of Scott & Associates, P.C., which is the law firm representing Plaintiff in the above-styled case. I am one of the attorneys responsible for overseeing the litigation of this matter.

3. Relevant information for the Defendant has been submitted through the website maintained by the Department of Defense for issues pertaining to the Servicemembers Civil Relief Act ("SCRA"). According to the Department of Defense Manpower Data Center ("DMDC"), the DMDC does not indicate that the Defendant is currently on active duty, has been on active duty in the past 367 days, or has been notified of a future call-up to active duty in any branch of the United States Armed Forces. A copy of the results is attached.

4. Based upon my review of the matter, the attached results, and to the best of my knowledge, the Defendant in the above-styled case is not currently on active duty in any branch of the United States Armed Forces."

Executed in McLennan County, State of Texas, on January 14, 2025.

Jennings Kennady

Jennings Kennady

Digitally signed by Jennings Kennady
DN: o=MJSPC, ou=Legal, uid=67619661
Date: 1/14/2025 3:46:44 PM

SBN 24105660



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED] 8223
Birth Date: [REDACTED]
Last Name: RUSSELL
First Name: GAVIN
Middle Name: T
Status As Of: Jan-14-2025
Certificate ID: CHDKYVJBQ9XG330

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

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

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

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

ABC Legal Dallas on behalf of Jennings Kennedy

Bar No. 24105660

MJS Courts@abclegal.com

Envelope ID: 96300685

Filing Code Description: Petition

Filing Description:

Status as of 1/16/2025 1:25 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Scott Associates		courts@scott-pc.com	1/16/2025 11:37:04 AM	NOT SENT
ABC Legal		ServeOnlyTX@abclegal.com	1/16/2025 11:37:04 AM	NOT SENT

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