

LEGAL DISCLAIMER-TERMS AND CONDITIONS OF PURCHASE

BEFORE WE BEGIN, I must demand that you read the following disclaimer. It is important that you know I AM NOT A LAWYER and THIS IS NOT LEGAL ADVICE

The information you will be utilizing and reading inside this packet has been used successfully to defend myself and my husband as laypeople on how to respond to your credit card debt lawsuit. It worked for us, and has worked for many others, IT MAY WORK FOR YOU, we don't know the details of your case and could not possibly put together a packet to suit each person's individual needs. USE THIS PACKET AT YOUR OWN RISK the author accepts NO LIABILITY NOR RESPONSIBILITY for damaged incurred by person(s) utilizing the information, data, documents and opinions contained herein this package.

- 1) I am not a lawyer nor have I worked or consulted a lawyer in preparing the foregoing documentation
- 2) I am not providing legal advice nor am I claiming to be a legal or debt expert
- 3) The information that I am providing is purely based on our own circumstances and research experience as defendants in debt lawsuits and others we have helped to re-establish their credit and defend suits similar to our own
- 4) My opinions are my own. Documents from our cases are in fact public record and can be verified should you choose to check, I accept no liability for the outcome of your case
- 5) I make no guarantee that my opinions and documents will help your case and in certain circumstances may harm your case



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SYNOPSIS OF PACKAGE AND HOW TO USE IT



OKAY, now that we have all that stuff out of the way, let's get started. This will require some effort on your part as well, stay on top of your court dates, mail out validation and follow up letters, getting started with those credit reports. These are all the things you will need to do, I have provided information for you to better understand what is really going on here and help you through the process (especially if you have more than one lawsuit going on at the same time as we did).

Before you do anything else, pick up your phone and call FACTACT 1-877-322-8228 you can also mail a request but, I find it's quicker to just make the phone call and STAY on the line. You have to go through a prompt for each agency, use the address on your driver's license. If you wish to mail a request the address is Annual Credit Service P.O. Box 105281 Atlanta, GA 30348-5281. The best information service I found is FTC.GOV for information on FCRA (fair credit reporting act) and FDCPA (fair debt collection practices act.) Your state also has laws governing actions of debt collectors and I strongly suggest you familiarize yourself with them. There are too many phony websites out to get your credit report; I got scammed a few times myself! You will NEED these reports, they are extremely important; in defending yourself for the information they have on the last date of activity and to find out who is listing debts. Also, and MOST IMPORTANTLY who is pulling your credit without your knowledge or permission. They will use these reports to sue you on other defaulted accounts. Personally, I think the credit reporting agencies have FAR too much power to screw up your life and in my own case all three major credit report agencies were the ones who not ONCE not TWICE but FOUR times allowed the Debt Collection Attorneys to hard pull my credit reports prior to filing 4 separate lawsuits against me, after buying the bad debt, from Capital One then listed themselves as the original lender.

It is important to note that if you find yourself being sued in a county you do not live in you can immediately file a MOTION FOR DISMISSAL of the case based on jurisdiction. Ironically, the 2 of the cases against me were filed within months of each other and they used a 13 year old address even though we all know that after pulling my credit 4 times they knew darn well where I lived. On top of that, the credit reporting companies showed my real address was listed as a "bad address." If you think you aren't dealing with the bottom of the barrel on sneaky tricks and underhanded techniques, you need to know you are. When you read your suit go to the last page and see who filed it. Don't assume its Bank of America, Chase Bank, US Bank, Discover, American Express or whoever, then log on to your Secretary of State debt collector search the name of whoever the attorney is as in the State of Texas a debt attorney MUST be licensed and bonded to collect debt. Big surprise I found every one of the firms suing us were in fact debt collectors listing themselves as the original lender.

What is a surety bond? When a debt collector wants to engage in the collection of debts in the State of Texas, they are required by the Secretary of State to acquire a Texas Surety Bond. A surety bond is like an insurance policy that the debt collector takes out. Usually, a Texas approved bonding company will issue a surety bond to a collection agent as a form of insurance in case a debt collector violates Texas law. Debt collectors must have a surety bond valued at \$10,000 or more.

Because most debt collectors attempting to collect debts from a Texas resident are located outside of the state, a resident would have no recourse but to take civil action against the debt collector if they violated the law by making harassing, threatening, false or misleading statements.

In the event that a third party debt collector violates Texas statute, the consumer has the right to file a civil claim against the surety bond in place.

This provides a civil level of protection for the consumer against unethical and law breaking collection agencies. To verify if a debt collector is legally allowed to collect debt in Texas (for other states please visit the Secretary of State website) visit the following link <http://direct.sos.state.tx.us/debtcollectors/DCSeach.asp> just put in the name of the attorney who filed the suit and this will tell you a few things. First, whether they are actually who they say they are and second whether they are legally bonded to collect debt. What to do if the debt collector does not have an active surety bond: several steps that should be taken if the debt collector is illegally attempting to collect a debt in Texas are;

1. A debt validation or cease and desist letter sent to the collector, requesting that debt collections efforts cease and all information pertaining to the debt be removed from any credit reporting agencies (it is possible that the search did not turn up an active surety bond due to a variety of errors, so a debt validation letter would normally be the first course of action.
2. A letter may be sent to the Credit Reporting Agency requesting an immediate removal of the information pertaining to the debt due to a Violation of Texas Law.
3. If the debt collector refuses to comply with your requests, you can file a complaint with the FTC and Texas Attorney General however, we did numerous times only to receive correspondence back saying that they were “monitoring trends” and do not directly work with consumers. I would file a complaint with the Better Business Bureau. Believe it or not I had a better response from them than the worthless, “we appreciate your efforts to alert us” letters from the FTC and Attorney General.
4. Everywhere you look, the internet debtor chat boards etc., all say contact the FTC and your attorney general will help you, brother they couldn’t be more wrong. If you are counting on these people to save you, WAKE UP, YOU HAVE TO SAVE YOURSELF, and

thankfully you had the good sense to invest a small amount on this package to stand up and defend yourself.

5. The lawsuit debt collectors will want you to answer questions that will incriminate yourself, DON'T PROVIDE THE ROPE to these people. Make them prove everything, in most cases they can't. Your answer should be a GENERAL DENIAL. The lawsuits filed against us contained no supporting evidence for the claims presented and you need to know that there are actually debt attorneys who work on contingency and the likelihood of them having YOUR signed contract is slim to none as copies of your billing statements are hearsay, not proof, whether they have a robo-signed affidavit swearing to it or not.
6. If they are a third party you DO NOT have a contract with THEM. Several of our lawsuits were "breach of contract" humph! Who's contract? Don't be bullied into a corner by them.
7. After all, when you have someone representing themselves as the original lender "who is the real liar here?"
8. Go to the post office and get a stack of green cards and white delivery confirmation receipts. It will be easier for you to fill these out at home because you will be using them EVERYTIME you mail something to the opposing council, a debt collector, etc.
9. After you receive all 3 of your credit reports I want you to get on the phone number listed on your report and FREEZE all of your reports immediately to prevent further lawsuits by the vultures pulling credit on defaulted cards (they are actively looking for easy marks).
10. Each and every item you DO NOT RECOGNIZE something listed on your report I want you to send certified mail with return receipt the cease and desist letter you will find in your pamphlet. There are 3 different varieties and you will use them in sequence if one isn't effective, you will follow up with the next one.
11. I found that after my credit report was pulled there were 28 NEW collection accounts that were sold to other debt collectors listed. You see, one sells your information to the next one and so on and so on.
12. THE STATUTE OF LIMITATIONS IN TEXAS IS 4 YEARS FROM THE LAST DATE OF ACTIVITY WHICH MEANS THE LAST PURCHASE OR PAYMENT YOU MADE NOT THE DATE OF CHARGE OFF- this is really important as if your debt is more than 4 years old it is time barred from collecting unless it is State or child support or IRS enforced.
13. All of our lawsuits were filed within months of the 4 year mark-yours probably will be too, so if you get one lawsuit you REALLY need to "hunker down" and get organized for more lawsuits, which is why I want you to make several copies of those credit reports.
14. When you freeze your credit the agencies HAVE to notify you of any changes collectors make to your account, my name was changed 6 times! And my address was changed 4 times, prior to all of this no one from the credit reporting agencies notified me my credit

had been pulled OR all the collections had been listed, un-validated of course, but I will get to that later. Apparently, the reporting agencies could let just about anybody list derogatory information on your account. You'll have to fight like a mad dog to get it off. However, when you do (and I will show you how) it means IT SHOULDN'T HAVE EVER BEEN ON THERE IN THE FIRST PLACE! This means you may have a civil suit for defamation of character as well as violations for FCRA, FDCPA and other damages against the collectors.

15. When you get those credit reports, look closely at your addresses! There will be several, send a dispute on any old address as this is where the low down, dirty skunks try to sneak a lawsuit in on you. If you don't know you've been sued, how the heck are you going to file an answer and defend yourself? You aren't and now they get a default judgment against you for up to 4 times the original amount. Don't let it happen, it's a lot harder to get it removed if you fight it to begin with. After you send your dispute, hustle over to the nearest post office and file change of address on ALL OLD ADDRESSES!
16. The worst thing you can do is NOT know you have been served in the first place and is the precise goal of these collectors! They don't want you to (a) know you've been sued, (b) have the ability to file an answer, GENERAL DENIAL, or (c) show up at the hearing where they have asked for a SUMMARY JUDGEMENT.

When we were first sued, my husband hired attorneys. We were terrified as the letters we received in the mail were from attorneys going through public filings and sending out letters wanting us to hire them to defend us. If you get one of these letters, hustle down to the courthouse with it and get a copy of the suit. This is really important because TIME MATTERS. You will have to file an answer within a certain time frame and it can be from 10-51 days read the allegations carefully and find out if there are any supporting documents attached.

You can hand write an answer if you choose, however, I feel it looks more professional if you type it. What if you don't have a computer? Or type writer? Get a library card and familiarize yourself with your local branch, honestly people are there to help you and will if you ask. All courthouses have public access to a law library and normally the people working there are happy to point you in the right direction.

I know this is scary, but you can do this. After all, if you don't save yourself who will? I am enclosing a few of our own lawsuits so you can get a better handle on what you will be doing to "demand strict proof thereof" as well as what you need to know once you get into the courtroom as you may have to show up once or twice but, if you follow my methods and KEEP EVERY BIT OF MAIL the opposing council will probably non-suit your case as they have ours.

Not too many people realize that every time you throw a debt collector letter in your trash it contains what is called "the mini Miranda" at the bottom or somewhere on that document is a

statement “this is an attempt to collect a debt, if you dispute this debt you must contact us within 30 days,” you will! And you will do it with my provided letter by certified mail. Keep any and all letters they send back to you. Often, you will get notice from the original lender that they have sold the debt to so and so, this letter is gold!! You can now use it in your defense against the attorney suing you as the original lender.

Paying attention to the details will be the key to your success, don’t forget that bill collectors know how to use the internet too and often do to list false information about your credit. Making a payment or negotiating a settlement WILL RE-OPEN your debt and start the clock ticking all over again. I strongly urge you not to do this, often you will hear “why not just file bankruptcy” the problem is even after doing this, which by the way is an atom bomb to your credit, if you thought it was bad before, now it’s really bad. You can still have lawsuits filed against you after bankruptcy.

Our goal is to clean up your credit and get rid of all those collectors who threw erroneous un-validated and re-aged debt on you in the first place so you don’t have another vulture swoop in and decide to file a lawsuit on top of it all. This happens more than you know. Google, “junk debt lawsuit” or even, “bad debt lawsuit” and the hottest title going is, “credit card lawsuit.” All of the ads are from attorneys making statements that they fight these types of lawsuits all the time bla, bla, bla. I’m here to tell you that my husband and I hired 2 attorneys that not only had us answer all the accusatory, and by the way exact duplicate questions as if they had photo copies, but one even argued with me saying “they are Capital One! You owe this debt, “let’s get in there and cut a settlement.” needless to say, even after showing him where they had pulled my credit 4 times, sued me at an old address and in a different county this attorney absolutely refused to believe they weren’t Capital One. I even gave him letters from them stating they had sold the debt. Sick of arguing my point, I fired him. My husband was shocked and frightened about what would happen next.

I filed my own paperwork with the court and within 3 days the debt attorneys non-suited in BOTH counties. My husband’s lawsuits were nearing 2 years old and still no end in sight, by the way other debt collectors were suing my husband as well, and this time they claimed were State Farm!? Also, we were quickly running very short of money and didn’t have more money to throw at the attorneys to save us, not knowing we had a load of lawsuits heading straight at us. After convincing my husband, who after losing his job due to the economy, was in a constant state of depression and I couldn’t get a decent job, due to our poor credit, I knew that I would certainly fight harder to save us than the attorneys, they didn’t care if we sank or swim and had in fact advised him to consider settling with the debt attorneys. How? We didn’t have the money to do this and even if we did, how were we supposed to survive? Who is going to

buy our groceries? Pay the light bill? Put gas in the car? Realistically, these are things you need to consider. There are states that put you in jail for debts, luckily, Texas isn't one of them!

Most people don't realize that if you sign an agreed settlement at the court house that they call "MEDIATION" it is a legally binding contract and you may be signing this contract with someone you don't even owe the money to and now you're in "CONTEMPT OF COURT" if you don't pay, how ironic is that?

A few facts that nobody told us regarding laws and statutes, because frankly at this point I was a nervous wreck and felt like angry wolves were clawing at the door. I decided to stay up every night after coming home from my horrible job and get to the bottom of all this, which is how I came up with this helpful packet to tell everyone else how to do what we did and fight back. My husband finally agreed to let his attorney go and we filed his paperwork and got them non-suited within 3 days. 2 ½ years after all this started, we felt like an anvil had been lifted from our shoulders.

More lawsuits came but, this time I was ready for them. You will have to go to the courthouse. Unless you can search public filing for your county online and check your name for future suits, this will become normal for you after a while and one day you won't need to but, for now it's important you know if something has been filed so you can file your response.

If you are a woman and have been married, you will need to check your maiden name and married name. Gentlemen, believe it or not you too may have to change the spelling and also occasionally add your middle initial when checking yourself. Filings are based on how the variations of your name are listed on the credit reports so please review them carefully.

After reviewing your credit reports, I want you to number the defaults that have the highest dollar amounts. These will be the first you will send validation requests for and make sure that they have not been listed as many as 10 times more on the same account number. You will find this quite frequently, and there is so much of it going on, I'd love to find someone to help me sue the credit reporting agencies that allow it to happen and debt collectors usually change the dates on the numerous listings effectively re-aging your original last date of default so they can re-start the clock. CHALLENGE THEM!

The highest charge off amounts are the most worthwhile lawsuits for debt attorneys to sue you for as they can sue for a lot more money, please don't believe all the crap on the internet that you won't be sued over small amounts, this is B.S. I've personally seen people sued for a \$300 Target credit card-they double, triple, and add "the highest interest allowed" then top it all off with attorney's fees. As you can see, no one is immune.

Once you have frozen all of your reports, every Tom, Dick and Harry will no longer be allowed to “hard pull” and sell your information to other collection agencies. It may surprise you to know that people who know they have bad credit never bother to check it and are surprised when they do at the number of errors they find. Debt collectors know this and prey on your naïve nature banking on the fact you don’t have a clue about it and if you don’t dispute it since you don’t know about it you can be sued! It will be worth it for you to freeze all 3 credit reports for \$30 (its \$10 to each agency in Texas) as not only are you closing the door on them but, you have an opportunity to get to work and start doing some self help repair for yourself.

Our lawsuits are public record and because of this I have no problem enclosing them for your review, you will find that no account numbers or evidence is listed on either of the Capital One lawsuits. Furthermore, there are process servers who never even attempt to find you. This is called “sewer service” meaning they’d rather throw the citation in the gutter than give it to you. In my case I was lucky that my sister was living in the house in Parker County and called to tell me a man was there to serve me with a lawsuit, I got his number and called him. He told me it was a lawsuit from Capital One. I laughed and said “oh I know all about it I’ve already filed an answer.” The next day he called to tell me after checking at the courthouse there was no listing of my being served. I explained there was a letter sent explaining I had been sued and I went to the courthouse to get a copy and file my answer. You can imagine my shock when he asked “which county” I said Tarrant and he said “this is filed in Parker County.” I couldn’t believe it! They had filed the same suit in two different counties both seeking summary judgment. In Fort Worth they were trying to sneak one in on me in Weatherford too! I told him when I’d be home and gave him my “real address” since the debt collecting attorney didn’t bother to do so!

DO NOT DODGE A PROCESS SERVER YOU NEED TO KNOW WHATS GOING ON!

The civil court system has been flooded with two types of debt collection lawsuits:

1. Lawsuits filed by Original Creditors (supposedly) mainly credit card companies.
2. Lawsuits filed by Debt Buyers, who claim (occasionally they are consignment and I will explain this later) to have purchased a debt from the first category, the Original Creditors, or in some instances from other Debt Buyers.

You are not alone! You are one of thousands upon thousands who have found yourself in this position. Also, once the Debt Collector has filed a lawsuit, he ceased being merely a Debt Collector and became a Plaintiff. This means that the Collector is no longer allowed the free reign that they so often enjoy. They are now required to prove their case by a preponderance of the credible evidence, and they must do so within the confines of the Texas Rules of Civil Procedure, the Texas rules of Evidence, and whatever local rules may apply to the Court with jurisdiction in your case.

SECURED VS UNSECURED CREDIT

LEGAL TERMS/STATUTES



It is important to understand the difference between secured debt and unsecured debt, such as that owed to a credit card company. Secured debt is a debt that you take out for a specific tangible item, such as a car, home, furniture or household appliance (refrigerator, washing machine, or dryer). If you default on a secured debt, the item can be re-possessed. A bank can foreclose on your property, a car dealership can take back a car, and a local business can obtain other goods sold to you on credit through their store, such as furniture or major appliances. However, unsecured debt is debt accrued through credit card purchases for a variety of goods and services. A credit card company cannot repossess any item that you purchased. To collect a debt, the credit card company must file a suit against you in court for the money you owe in order to collect (within the statute of limitations for your state.)

GARNISHING WAGES

Wages cannot be garnished by a credit card company in Texas. Most states allow private creditors to take up to 25% of a debtors disposable weekly earnings or 30 times the weekly federal minimum wage (in conformation with Title III of the Consumer Credit Protection Act) after the creditor gets a civil judgment against the debtor. Texas is one of a handful of states that opted out of federal law authorizing states to allow credit card companies to garnish income. In Texas, the only type of wage garnishment will typically be when child support is in arrears. Also, the federal government may garnish wages for back taxes owed or a student loan in default.

CAN A CREDIT CARD COMPANY TAKE MY HOME?

In Texas, a credit card company cannot take your home or place a lien against it if you claim it as a homestead. In Texas, the only time a homestead is subject to a lien is when the homeowner fails to make mortgage payments, owes ad valorem or federal income taxes, fails to pay a contractor (in which case the contractor can place a mechanic's lien on the property) or defaults on a home equity loan.

WHAT IS A SUMMARY JUDGEMENT?

A procedural device used during civil litigation to promptly and expeditiously dispose of a case without a trial. It is used when there is NO DISPUTE as to the material facts of the case and a party is entitled to judgment as a Matter of Law.

The purpose of summary judgment is to avoid unnecessary trials. It may also simplify a trial, as when partial summary judgment dispenses with certain issues or claims. For example, a court

might grant partial summary judgment in a person injury case on the issue of liability. A trial would still be necessary to determine the amount of the damages.

IMPORTANT! Two criteria must be met before a summary judgment may be properly granted (1) there must be no genuine issues of material fact, and (2) the Movant must be entitled to judgment as a matter of law. A genuine issue implies that certain facts are disputed. Usually a party opposing summary judgment must introduce evidence that contradicts the moving parties' version of the facts. Moreover, the facts in dispute must be central to the case; irrelevant or minor factual disputes will not defeat a motion for summary judgment. Finally, the law as applied to the undisputed facts of the case must mandate judgment for the moving party. Summary judgment does NOT mean that a judge decides which side would prevail at trial, nor does a judge determine the credibility of witnesses. Rather, it is used when no factual questions exist for a judge or jury to decide.

The moving party has the initial burden to show that summary judgment is proper even if the moving party would not have the Burden of Proof at trial. The court generally examines the evidence presented with the motion in the light most favorable to the opposing party. Where the opposing party will bear the burden of proof at trial, the moving party may obtain summary judgment by showing that the opposing party has NO evidence or that its evidence is INSUFFICIENT to meet its burden at trial.

Jurisdictions vary in their requirements for opposing a summary judgment motion. Federal rule of civil procedure 56 governs the applicability of summary judgment in federal proceedings, and each state has its own rules. In some states it is sufficient if the party opposing the motion merely calls the courts attention to inconsistencies in the pleadings and the movants without introducing further evidence. This approach rarely results in a court granting summary judgment. On the other hand, other jurisdictions, including federal courts, do not permit a party opposing summary judgment to rest on the pleadings alone. Once the movant has met the initial burden of showing the absence of genuine issue of material fact, the burden shifts to the opposing party to introduce evidence to contradict the movants allegations.

MALICIOUS PROSECUTION

An action for damages brought by one against whom a civil suit or criminal proceeding has been unsuccessfully commenced without Probable Cause and for a purpose other than that of bringing the alleged offender to justice.

A claim for malicious prosecution is a tort action. A tort action is filed in civil court to recover money damages for certain harm suffered. The plaintiff in a malicious prosecution suit seeks to win money from the respondent as recompense for the various costs associated with having to defend against the baseless and Vexatious Litigation. This policy must compete against one

that favors the freedom of law enforcement officers, judicial officers, and private citizens to participate and assist in the administration of justice. An action for malicious prosecution is appropriate only when the JUDICIAL SYSTEM HAS BEEN MISUSED.

ELEMENTS OF PROOF TO WIN A LAWSUIT FOR MALICIOUS PROSECUTION

In order to win a suit for malicious prosecution, the plaintiff must prove 4 elements: (1) that the original case was terminated in favor of the plaintiff, (2) that the defendant played an active role in the original case, and (3) that the defendant did not have probable cause or reasonable grounds to support the original case, and (4) that the defendant initiated or continued the initial case with an IMPROPER PURPOSE. Each of these elements presents a challenge to the plaintiff.

The original case was terminated in favor of the plaintiff. The original case must end before the defendant or respondent in that case may file a malicious prosecution suit. This requirement is relatively easy to prove. The original case qualifies as a prosecution if the defendant or respondent had to appear in court. The original case need not have gone to trial: it is enough that the defendant or respondent was forced to answer to a complaint in court. The original case is being appealed, it is not considered terminated, and the defendant or respondent must wait to file a malicious prosecution suit.

To proceed with a malicious prosecution claim, the plaintiff must show that the original case was concluded in his or her favor. Generally, if the original case was a criminal prosecution, it must have been dismissed by the court, rejected by the Grand Jury, abandoned by the prosecutor, or decided in favor of the accused at trial or on appeal. If the original case was a civil suit, the respondent must have won at trial or the trial court must have disposed of the case in favor of the respondent (now the plaintiff.)

THE BONA FIDE ERROR DEFENSE

We actually had a debt attorney use this one on us. Bona Fide: in or with good faith. A bona fide purchaser is one who purchases property for a valuable consideration that is inducement for entering into a contract and without suspicion of being defrauded or deceived by the seller. He or she has no notice of any defects of the title. A bona fide purchaser pays in good faith full value for the property and without any fraud takes possession. The law requires all persons in their transactions to act with good faith and a contract where the parties have not acted in good faith a bona fide is void at the pleasure of the innocent party. If a contract is made, in good faith, subsequent fraudulent acts will not vitiate it; although such acts may rise of

presumption of antecedent fraud, and thus become a means of proving the want of good faith in the making of the contract.

VOLENTI NON FIT INJURIA

Legal principle that one who knowingly and voluntarily consents to and takes on a risk, for example, by participating in a dangerous sport, such as motor racing or skiing, CANNOT ask for compensation for the damage or injury resulting from it. In some jurisdictions (such as the UK) however, neither the knowledge nor the willingness of the inherent risk of injury is considered assent, only a written waiver of the right to claim compensation for negligence suffices. Latin meaning to a willing person it is not a wrong.

In the past few years over 134 billion dollars of charged off debts have been sold to companies who then pursued those debts as if they owned them. You signed the original contract agreement with the credit card company you DID NOT sign one with the debt buyer, the debt buyer purchased bad debt knowing it was bad debt and therefore is not entitled to compensation for doing so.

The plaintiff is required, by law, to trace his statement of claim the derivation of his cause of action from his assignor so that the defendant may challenge the plaintiff's claim that he is the present owner of the cause of action. The collection attorney MUST show proof you signed an agreement with him. The mistake you could make is ONLY if you make payments to his organization or company. DO NOT MAKE PAYMENTS OR AGREEMENTS TO MAKE PAYMENTS TO A COMPANY THAT IS CONTACTING YOU REGARDING A DEBT YOU OWE TO SOMEONE ELSE, BY DOING SO YOU CREATE A CONTRACT THAT MAY BE BINDING. A claim is "based on a written agreement, the pleading shall state specifically if the agreement is oral or written" the law requires that the plaintiff produce the original contract with the credit card company bearing your original signature. No blank contracts, no "supposed or forged" copies the original and ONLY the original will do.

Also, in most states, if the lawyer filing the claim for the collection company knowingly files a suit without having the original contract in hand, he is in violation of the law. He has to either have the contract or have someone with personal knowledge of the signed contract and he has neither. When he signed the suit papers, he stated that he had these proofs by his signature.

INSUFFICIENT SPECIFICITY IN A PLEADING

When the lawyer for the collection company seeks damages based on a contractual relationship, an agreement or contract and these damages are ascertainable based on that contract or agreement, then the lawyer is required to plead those damages with specificity.

FAILURE OF CONSIDERATION

“Whereas no exchange of money or goods occurred between the plaintiff and the defendant, therefore, defendant cites failure of consideration” what you are saying here is that there never was any exchange of money or items of value between you and the collection company, between Plaintiff and Defendant. You tell the court that you never entered into any contractual or debtor/creditor arrangements with Plaintiff. Consideration is a necessary fact that the plaintiff is required to show in order to prove that you and the collection company had a valid, binding and enforceable agreement or contract. Consideration means the collection company was giving you a service in exchange for your money. Were they a credit card company? Were they giving you money? Not likely. Therefore, they were not giving you any consideration and you do not have a contract with them. Since they have no contract or agreement with you this is a “failure of consideration” they have no case.

REPUDIATION

Defendant demands proof of ownership of alleged debt, as plaintiff is not named in any alleged agreement that is purported to have been entered into between defendant and plaintiff.

If your original credit card company had made an agreement with the collection company, you were not a party to those terms. Just because an assignment clause exists in a credit agreement does not mean that it is sufficient to create a new obligation to the collection company. The assignment clause merely takes away the rights of your original credit card company to collect if they decide to assign it to another company. The collection company would then have to offer you a new contract, you would have to agree to its terms, and you finally would have to sign this “new contract.” IF YOU HAVE NOT SIGNED A CONTRACT WITH THE COLLECTION AGENT OR ATTORNEY YOU OWE THEM NOTHING.

You could easily argue that Plaintiff is not an assignee for the purported agreements, and Plaintiff has not offered any evidence to the contrary. As there is no proof offered, assuming that it exists would create an unfair prejudice against the defendant.

PRIVITY

Is the legal term for a close, mutual or successive relationship to the same right of property, or the power to enforce a promise or warranty. No relationship exists between the collection agencies. A collection agency cannot collect any amount of money that is not permitted by law or by agreement. "It further states that the debt collector cannot collect any amount of money that is not permitted by law or by the agreement." Because there is no agreement between the collector and the alleged debtor, no collection can be sustained. (Fair Debt Collection Practices Act)

VIOLATING THE STATUTE OF FRAUDS

Plaintiff claims to have a contract with you, thus, Plaintiff has to produce it, because such a contract falls within a class of contracts or agreements required to be in writing, the purported contract or agreement alleged in the complaint was not in writing and signed by the Defendant or by some other person authorized by the Defendant and who was to answer for the debt, default, or miscarriage of another person. In order for the collection company to state that it had an agreement with you it has to show how it was going to benefit you. Therefore, to say it had a contract with you is fraudulent, because the collection company cannot provide the same services as the credit card company did. The collection company cannot provide the same services as the original credit card company, so it is breach of contract," invoke the statute of frauds."

SCIENTI ET VOLENTI NON FIT INJURIA

"An injury is not done to one who knows and wills it" laws in this country do not provide a remedy for a collection company that knowingly and voluntarily take on a bad debt and then sue the debtor in an attempt to collect the alleged debt. What the law says is that an entity cannot place itself in harm's way and later sue for damages.

Most collection companies know not to go after debts that are past the statute of limitations, but there are those who do. So, you should know most states will not allow claims on debts that are more than 3-4 years old.

Often, the credit card company has made an insurance claim, or taken a tax deduction, and this is known as "accord and satisfaction." This renders the debt satisfied and legally, no one can attempt any further to collect this debt.

Collection companies know this and still sue because they know if you DON'T show up in court, or answer the suit, the law reverses everything and you lose on default.

MOTION TO ABATE

Refers to a motion filed to abate or stop the proceeding for some other action to take place. For example, a related proceeding in another court that might answer some of the factual or legal issues or an appeal that might moot the bankruptcy proceeding. The movant usually wants to maintain the status quo until the other proceeding is finished, to prevent a waste of time or judicial resources and to preserve the statute of limitations periods. Further, a motion to abate may be filed against you for improper filing of the suit (wrong court, defined purpose of the complaint, etc.) we had 3 motions to abate filed against us as although filing a lawsuit against those who unlawfully filed as the original lender (without evidence required to do so) and while we had the evidence to prove our claims, we did not have certified court copies. These very important requirements were never discussed in anything I had read prior to filing the cases and I have attached them for your review. Also, you **MUST** have the citation addressed to the registered agent of the company or organization you are suing and be sure to check the spelling prior to moving forward.

Life is not as simple as the internet or the books written by authors claiming to have filed “hundreds of lawsuits against creditors for violations” would have you believe.

COUNTERSUIT

To bring proceedings against (a plaintiff) in direct opposition to a suit brought against oneself. This is a comprehensive term for any proceeding in a court of law whereby an individual seeks legal remedy. **IMPORTANT-** a countersuit **MUST** be filed at the same time you are defending yourself against the original claim in the same court.

JURISPRUDENCE

The collection of rules imposed by authority; “civilization presupposes respect for the law” the great problem for jurisprudence to allow freedom while enforcing this order.

FDCPA VIOLATIONS

When citing violations it is imperative you are specific in your pleadings as to which specific violations have occurred and how. Everyone needs to familiarize themselves with State guidelines as they vary from federal guidelines and must cite them one by one.

FAIR DEBT COLLECTION LAWS PERTAINING TO DEBT COLLECTION



FAIR DEBT COLLECTION PRACTICES ACT- DEFINITIONS

Section 803.

As used in this title-

- (1) The term “commission” means Federal Trade Commission.
- (2) The term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium.
- (3) The term “consumer” means any natural person obligated or allegedly obligated to pay any debt.
- (4) The term “creditor” means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include ANY person as to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitation COLLECTION OF SUCH DEBT FOR ANOTHER.
- (5) The term “debt” means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.
- (6) The term “debt collector” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or ATTEMPTS to collect, directly or indirectly, DEBTS OWED OR DUE OR ASSERTED TO BE OWED OR DUE ANOTHER. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, IN THE PROCESS OF COLLECTING HIS OWN DEBTS, USES ANY NAME OTHER THAN HIS OWN WHICH WOULD INDICATE THAT A THIRD PERSON IS COLLECTING OR ATTEMPTING TO COLLECT SUCH DEBTS. For the purpose of Section 808 (6) such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interest. The term does not include-
 - (A) Any officer or employee of a creditor while, in the name of the creditor, collecting debts for such creditor:
 - (B) Any person while acting as a debt collector for another person, both of whom are related by common ownership or affiliated by corporate control, if the person acting as a debt collector does so only for persons to whom is so related or affiliated and if the principal business of such person is NOT the collection of debts;
 - (C) Any officer or employee of the United States or any State to the extent that collecting or attempting to collect any debt is in the performance of his official duties;

- (D) Any person while serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any debt;
- (E) Any nonprofit organization which, at the request of consumers, performs bona fide consumer credit counseling and assists consumers in the liquidation of their debts by receiving payment from such consumers and distributing such amounts to creditors; an
- (F) Any person collecting or attempting to collect any debt owed or due or asserted to be OWED OR DUE ANOTHER TO THE EXTENT SUCH ACTIVITY
 - (i) Is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement;
 - (ii) Concerns a debt which was originated by such person;
 - (iii) Concerns a debt obtained by such person as a secured party in a commercial credit transaction INVOLVING the creditor.
- (7) The term "location information" means a consumer's place of abode and his telephone number at such place, or his place of employment.
- (8) The term "State" means any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any political subdivision of any of the foregoing.

ACQUISITION OF LOCATION INFORMATION

Section 804.

Any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall-

- (1) Identify himself, state that he is confirming or correcting location information concerning the consumer, and only if expressly requested, identify his employer;
- (2) Not state that such consumer owes any debt;
- (3) Not communicate with any such person more than once unless requested to do so by such person or unless the debt collector reasonable believes that the earlier response of such person is erroneous or incomplete and that such person now has correct or complete location information;
- (4) Not communicate by post card;
- (5) Not use any language or symbol or any enveloper or contents of any communication effected by mails or telegram that indicates that the debt collector is in the debt collection business or that the communication relates to the collection of a debt; and

- (6) After the debt collector know the consumer is represented by an attorney with regard to the subject debt and has knowledge of, or can readily ascertain, such an attorney's name and address, not communicate with any person other than that attorney, unless the attorney fails to respond within a reasonable period of time to the communication from the debt collector.

COMMUNICATION IN CONNECTION WITH THE DEBT COLLECTION

Section 805. (a) COMMUNICATION WITH THE CONSUMER GENERALLY. Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection of any debt-

- (1) At any unusual time or place or a time or place know or which should be know to be inconvenient to the consumer. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume a convenient time for communication with a consumer is after 8:00 am and before 9:00 pm
- (2) If the debt collector know the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer; or
- (3) At the consumers place of employment if the debt collector knows or has reason to know that the consumers employer prohibits the consumer from receiving such communication.

(c) CEASING COMMUNICATION. If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except-

- (1) to advise the consumer that the debt collector's further efforts are being terminated;
- (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or creditor;

UNFAIR PRACTICES

Section 808.

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The collection of any amount (including interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.
- (2) The acceptance by a debt collector from any person of a check or other payment instrument postdated by more than five days unless such person is notified in writing of the debt collector's intent to deposit such check or instrument not more than ten nor less than three business days prior to such deposit.
- (3) The solicitation by a debt collector of any postdated check or other postdated payment instrument for the purpose of threatening or instituting criminal prosecution.
- (4) Depositing or threatening to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument.
- (5) Causing charges to be made to any person for communications by concealment of the true purpose of the communication. Such charges include, but are not limited to, collect telephone calls and telegram fees.
- (6) Taking or threatening to take ANY nonjudicial action to effect dispossession or disablement of property if-
 - a. There is no present right to possession of the property claimed as collateral through an enforceable security interest:
 - b. There is no present intention to take possession of the property: or
 - c. The property is exempt BY LAW from such dispossession or disablement.

LEGAL ACTIONS BY DEBT COLLECTORS

Section 811.

- (a) Any debt collector who brings any legal action on a debt against any consumer shall-
- (1) In the case of an action to enforce an interest in real property securing the consumer's obligation, bring such action only in a judicial district or similar legal entity in which such real property is located; or
 - (2) In the case of an action not described in paragraph (1) bring such action only in the judicial district or similar legal entity
 - (A) In which such consumer SIGNED the contract sued upon; or
 - (B) In which such consumer resides at the commencement of the action.
- (b) Nothing in this title shall be construed to authorize the bringing of legal actions by debt collectors.

FURNISHING CERTAIN DECEPTIVE FORMS

Section 812.

- (a) It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the FALSE belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer owes such creditor, WHEN IN FACT SUCH PERSON IS NOT SO PARTICIPATING.
- (b) Any person who violates this section shall be liable to the same extent and in the same manner as a debt collector is liable under section 813 for failure to comply with a provision of this title.

CIVIL LIABILITY

- (a) Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this title with respect to any person is liable to such person in an amount equal to the sum of-
 - (1) Any actual damage sustained by such person as a result of such failure;
 - (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; or (B) in the case of class action,
 - (i) Such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of the debt collector, and
 - (3) In the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought IN BAD FAITH OR FOR THE PURPOSE OF HARASSMENT, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs. (b) In determining the amount of liability in any action under subsection (a), the court shall consider, among other relevant factors- (1) in any individual action under subsection (a)(2)(A), the frequency and persistence of noncompliance by the debt collector, the nature of such
- (4) noncompliance, and the extent to which such noncompliance was intentional; or (2) in any class action under subsection (a)(2)(B), the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance , the resources of the debt collector, the number of persons adversely affected, and the extent to which the debt collector's noncompliance was intentional. (c) A debt collector may not be held

liable in any action brought under this title if the debt collector shows by a preponderance of evidence that the violation was not intentional and resulted from a BONA FIDE ERROR notwithstanding the maintenance of procedures reasonable adapted to avoid any such error. (d) An action to enforce any liability created by this title may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs. (e) No provision of this section imposing any liability shall apply to any act done or omitted in good faith in conformity with any advisory opinion is amended, rescinded, or determined by judicial or other authority to be invalid for any reason.

ADMINISTRATIVE ENFORCEMENT

Section 814. (a) Compliance with this title shall be enforced by the commission, except to the extent that enforcement of the requirements imposed under this title is specifically committed to another agency under subsection (b). For purpose of the exercise by the Commission of its functions and powers under the Federal Trade Commission Act, a violation of this title shall be deemed an unfair or deceptive act or practice in violation of that Act. All of the functions and powers of the Commission under the Federal Trade Commission Act are available to the Commission to enforce compliance by any person with this title, irrespective of whether that person is engaged in commerce or meets any other jurisdictional tests in the Federal Trade Commission Act, including the power to enforce the provisions of this title in the same manner as if the violation had been a violation of a Federal Trade Commission trade regulation rule.

Sounds good, doesn't it? Expecting a white horse to pull up at this point and put an end to this is the WORST mistake you can make—reference the form letters from not only the FTC but the Attorney General and go try to beg your District Attorney to get involved!

I have enclosed several letters from both stating they cannot assist consumers and instead monitor trends! How on earth is that sort of response going to help ANYONE who has a time frame to respond in a lawsuit?

Guess what? It isn't! We have sold everything we could to come up with enough money to fund this project at an affordable price for people in the same situation as ours so even if you cannot afford an attorney you will be educated as to how to defend yourself and clean up your credit to prevent further lawsuits since during my research I have found WE ARE NOT ALONE. Unlike other books, articles and e-books I actually INCLUDE

REAL CASES AND REAL RESULTS so you can easily understand the process and how to find out who is actually filing the suit. Our cases listed the original lender when in fact a junk/bad/defaulted debt buyer purchased the original debt (sometimes numerous debt collectors pass to the next) occasionally, you will even find a debt attorney who doesn't even own the debt and is merely consigned on to attempt to collect on it.

The problem is who QUESTIONS whether the defendant is actually is the real party of interest (except me until now) NOT the judge, NOT your attorney (if you hired one) and most ironically, not the defendant. These lawsuits are filed WITHOUT ANY DOCUMENTS and in my cases WITHOUT ANY ACCOUNT NUMBERS OR ASSIGNMENT OF THE DEBT OR AN ACCOUNT HISTORY SEEKING SUMMARY JUDGEMENT WITH ADDED INTEREST, ATTORNEYS FEES AND COURT COSTS.

Contact the FTC, Attorney General and sue for violations, all sounds so easy doesn't it? Well, life isn't easy and defending yourself will take work and research but I have provided our case history as well as return and sent letters so you have a better understanding of what to expect.

Frankly, I read everything I could get my hands on for over a year and none of the things I read by so-called persons claiming to have sued creditors hundreds of times bother to list any case numbers or provide certified copies. Hmmm are you as suspicious about that as I am? If you file a lawsuit incorrectly you could get stuck paying attorney fees and court costs, don't jump the gun too soon or it will backfire on you. In my case, we non suited those cases as they were filed in a different court, something that over the hundreds of hours of reading I did that was never discussed. If you are in a pinch yourself, file a non-suit as it is effective immediately before anyone has an opportunity to pinch you for making a mistake. You can always start over, and remember if you are in a different court than the one you were originally sued in, ALL documents from the previous suit MUST be CERTIFIED or they are inadmissible as hearsay.

STATUTES OF LIMITATIONS BY YOUR STATE

Knowing the statute of limitations for your state is the quickest way to put an end to a frivolous lawsuit, to do this you will need a cancelled check, credit report or record to prove your defense. This is where those credit reports come in! The default date will often be misrepresented by the unscrupulous debt collection agencies, when they purchase the debt they list the purchase date knowing full well they are effectively re-aging it and even list the same item several times with different agencies. Do research and pay the small fee for a cancelled check if you have to as this alone will put an end to a credit card lawsuit. Below is a list of state statutes- pay close attention to yours.

Alabama 3

Alaska 6

Arizona	3
Arkansas	3
California	4
Colorado	6
Connecticut	6
Delaware	3
District Of	3
Columbia	
Florida	4
Georgia	4
Hawaii	6
Idaho	4
Illinois	5
Indiana	6
Iowa	5
Kansas	3
Kentucky	5
Louisiana	3
Maine	6
Maryland	3
Massachusetts	6
Michigan	6
Minnesota	6
Mississippi	3

Missouri	5
Montana	5
Nebraska	4
Nevada	4
New Hampshire	3
New Jersey	6
New Mexico	4
New York	6
North Carolina	3
North Dakota	6
Ohio	6
Oklahoma	3
Oregon	6
Pennsylvania	6
Rhode Island	10
South Carolina	3
South Dakota	6
Tennessee	6
Texas	4
Utah	4
Vermont	6
Virginia	3
Washington	3
West Virginia	5

Wisconsin 6

Wyoming 8

I suggest everyone update their address by filing a change of address on any old or previous address you have listed on your credit reports and follow this up by contacting the 3 credit agencies and requesting their removal. Several of our lawsuits used addresses 5-13 years old to ensure we would never receive notice!

Equifax (CSC) 1-800-525-6285

Experian (formerly TRW) 1-888-397-3742

Transunion 1-800-680-7289

Social Security Administration Fraud Line 1-800-269-0271

In closing, please review the attached letters we received from attorneys who regularly pull lawsuits and notify litigants by mail in order to expand their business. The problem is, they often include scare tactics designed to make you pick up your phone and hire them. I have blocked out the name and address of the recipient for privacy reasons.

If you make a payment—YOU ARE RE-AGING THE DEBT AND STATUTES OF LIMITATIONS TO COLLECT THE DEBT.

If you file bankruptcy- THE LAWS HAVE CHANGED AND YOU WILL NOT BE PROTECTED FROM LAWSUITS BY UNETHICAL DEBT COLLECTION ATTORNEYS.

If you do nothing, YOU WILL RECEIVE A DEFAULT JUDGEMENT.

READ any and all information you can find on this subject to educate yourself and be in a better position to respond to your lawsuit.

In Texas, if a collector “clouds” the title of your home, the debtor can sue for damages. Make certain your home has a homestead. Check the laws in your State, as most have laws in place to further protect consumers as well as Federal Rules and Regulations.

My hope is that at some point Congress, State and Federal Agencies WILL get involved with these erroneous lawsuits and come to the aid of the general public. Most Americans pay and have always kept up with their expenses and responsibilities. Due to the economy and loss of employment and/or pay cuts many of us found ourselves in a position of making the choice to either keep our homes and buy groceries OR pay credit cards.

Our situation is not unique, my husband was a real estate developer for over 30 years. Like many others, he was unable find employment for nearly 3 years. Because of this our previously perfect credit scores suffered greatly. Therefore, after 20 years in retail sales with a strong track record, employers that checked my credit denied me hundreds of jobs I applied for. I took positions that paid much less but offered health insurance for us at such great expense that we had very little left over to buy food and pay utilities. I find it VERY disturbing that any company has the authority to base their decision on hiring an individual based on their credit history with no regard to the circumstances that led to the demise.

Identity theft is ridiculous high. Could it be that the ease in which debt collectors can attain credit histories with NO SUPPORTING DOCUMENTS TO DO SO and list erroneous and un-validated debts with false dates of activity solely routinely without being challenged by the reporting agency and the failure to notify the individual have something to do with all of this?

Congress needs to address employers pulling credit-this is an invasion of privacy and completely unnecessary act at consumers expense to seek gainful employment.

It is my prayer THAT EVERY PERSON AFFECTED BY DEBT LAWSUITS STAND UP AND FIGHT! The reason there are thousands filed every day is it's a lucrative business and people either don't know the laws in their State or have been so beaten down by society and their situation they have lost hope.

Employment should be based on your ability to perform the job description NOT your credit score. Freeze your credit, you can always un freeze it if you need to make a purchase or apply for credit, if you don't reporting agencies will continue to sell your information.

Go out and VOTE!

We are all beaten down in this country, the middle class are the people that these debt collectors are suing after pulling your credit to decide if you have anything worth taking, this should be illegal. But, it isn't and we were never notified our credit had been pulled, negative entries listed (sometimes multiple times) our names and addresses had been changed several times without our knowledge or consent until we froze our credit and forced them to comply with federal guidelines.

If you were never served and received a default judgment as a result, I would urge you to seek to overturn it based on non-compliance.

I do hope by gaining knowledge as to your rights and laws, you find yourself with enough courage challenge those who filed lawsuits against you and DEMAND strict proof thereof.

This author would like to thank her family for their patience during all night studying and typing to get this information out to the public and the sacrifices they have made during the past year. Without my husband helping to prepare meals and clean the house as well as meet customers purchasing our furniture sold to fund this project. Most importantly, having the courtesy to deal with my exhaustion and anxiety after a long day at my miserable job coming straight home and going straight to work on this package he has been an angel. My sister, son and nieces were also affected by this project and pitched in whenever necessary by courthouse runs and post office drop offs and without this group and encouragement from others in our same situation I'm not sure the completion would have gone so smoothly.

EXAMPLES OF COLLECTION LETTERS WITH RESPONSES INCLUDED



mcm

P.O. Box 939069
San Diego, CA 92193

Contact Information: (800) 825-8131
Hours of Operations: M-TH 6am-7pm
Fri-Sat 6am-5pm

May 2, 2012

Account Information

Original Creditor:

Original Account No.:

MCM Account No.:

Current Balance: \$

Dear

We have received your correspondence but we are unable to locate an account in our system with the information provided. Please provide the following additional information to assist us:

☒ Full MCM Account Number or Full Original Account Number

☒ SSN

☐ Address

☐ Full Name

We can be reached at (800) 825-8131, Ext. 32980 should you have any further questions.

Sincerely,

Consumer Support Services

Please understand this communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.



P.O. BOX 939069
SAN DIEGO, CA 92193-9019

07/17/2012

RE:
Original Account No.
MCM Account No.:

Dear

Based on the information that has been supplied to us, Midland Credit Management Inc. has notified the three major credit-reporting agencies to delete any reference to the Midland account from your credit file.*

If you have questions regarding your credit report being updated you may contact the credit-reporting agencies in writing or by telephone:

Equifax / CBI	Experian	Trans Union
PO Box 740241	PO Box 2002	PO Box 2000
Atlanta, GA 30374-0241	Allen, TX 75013	Chester, PA 19064
(800) 685-1111	(888) 397-3742	(800) 916-8800
www.equifax.com	www.experian.com	www.transunion.com

Please feel free to contact Midland at 800-825-8131 ext. 32980, should you have any questions.

Sincerely,

Consumer Support Services

*Your credit report will not be updated if the federal reporting period has expired, or we have not previously reported on this account.

PLEASE SEE SECOND PAGE FOR IMPORTANT DISCLOSURE INFORMATION

PO Box 21625
Columbia, SC 29221
Forwarding Service Requested



111 Lancewood Road Columbia, SC 29210
Phone: (803) 217-3800
Toll Free: (800) 849-8500

Date: 10/1/2010
Total Due: \$4,786.95

This is notification to advise you that your unpaid account(s) are scheduled to be recorded as unpaid item(s) on your credit bureau record.

So why is good credit important? Did you know:

- * Many employers check credit references before hiring new people.
- * Banks and leasing companies often base the interest rate they offer you on your credit rating or score.
- * Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- * The policy of the three major credit bureaus is that accurate information will remain on a credit report for several years from the date of occurrence.

We would like to offer you the opportunity to prevent these from being filed on your credit record but the final decision is yours whether or not your credit rating is important enough to pay in full or to contact this office.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Please tear along the fold and return this portion with your payment.

Creditor: Baylor All Saints Medical Center

Date: 10/1/2010
Account:
Service Date: 01/1/2010

IF PAYING BY VISA, MASTERCARD, OR DISCOVER, FILL OUT BELOW		
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER
CARD NUMBER	EXP. DATE	AMOUNT
SIGNATURE		MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD
PAY BY CREDIT CARD		

Total Due

\$4,786.95

AMCOL Systems Inc.
PO Box 21625
Columbia, SC 29221



4/1 2012

Re: Baylor All Saints Medical Center
Account #:

Please be advised the above listed account has been closed with our Agency. We have submitted a request for this account to be removed from your credit if it applies. If you have any questions, please contact us.

Sincerely,

AMCOL Systems, Inc.

This communication is from a debt collector.

O: 803-798-6370
F: 803-798-4966

AMCOL SYSTEMS
111 Lancewood Road
Columbia, South Carolina 29210



May 1, 2012

RE: Continental Finance Company, LLC MasterCard® REF: Validation of Debt

Dear Valued Customer:

We are in receipt of your recent correspondence requesting proof of your debt to First Bank of Delaware as well as validation of the debt and the reporting of our trade line to the credit reporting agencies.

Please be advised that First Bank of Delaware no longer has information regarding the above debt. The debt, along with all servicing rights, has been sold to Continental Finance Company. Please forward all correspondences to them. Their contact information is listed below for your convenience.

Continental Finance Customer Support
PO Box 8099
Newark, DE 19714-8099
Telephone: 800-518-6141

If you require any additional information from the First Bank of Delaware, please contact Customer Service at (888)-323-3511.

Sincerely,

Customer Service
First Bank of Delaware

July 5, 2012

Mr.

This is in response to your recent correspondence to Ms. Danelle Gulley, Assistant General Counsel, CSC Credit Services, Inc.

Enclosed is a complimentary copy of your CSC consumer credit report. Please review it carefully and send any disputes to me in writing at the address or fax number below.

If you have any questions, please do not hesitate to call me at 281.878.4949.

Sincerely,

Gail K. Scott

Gail K. Scott
Paralegal
CSC Credit Services, Inc.
1.281.878.4949 (phone)
1.281.504.0645 (fax)

Enclosure

June 2012

CONFIDENTIAL SETTLEMENT COMMUNICATION

Re: Better Business Bureau Complaint
Case

We have received your recent complaint to the Better Business Bureau of Metropolitan Dallas. Following are the results of reinvestigation of certain elements of your CSC consumer credit file:

The following items have been deleted:

Midland Funding Account #

US Bank Account #

WFNNB/Victoria's Secret Account

National Credit Systems Collection Account #

Your credit report has been updated as a result of our reinvestigation. Please review it carefully and send any disputes to Ms. Gail Scott at the address or fax number below.

CSC respectfully declines your offer to settle this matter for

If you have any questions, please do not hesitate to call me at 281.878.4949.

Sincerely,

Danelle D. Gulley
Assistant General Counsel
CSC
1.281.878.4949 (phone)
1.281.504.0645 (fax)

Enclosure

Better Business

Bureau®

Title: Mr.
First Name:
Last Name:
Country: UNITED STATES
Address:
City/Town:
State/Province/Region:
ZIP/Postal Code/Postcode:
Daytime Phone:
Email:
Age:
Gender:

Business Information

Name: Equifax, Inc. — CSC IS EQUifax!
Address: 1550 Peachtree Street, Mail Drop 65
City: Atlanta
State: GA
Zip/Postal Code: 30309

Complaint Information

Complaint Type: Sales Issues

Description of Complaint: Equifax over the past 2 years on more than 7 occasions I have requested a copy of my report from you. I provided my drivers license, copy of my social security card as well as my birth certificate and still you refuse to provide a copy to myself or my husband. I was forced to hire lexington law firm to obtain your records on my behalf and only then did I learn of your gross negligence with erroneous errors and re aged activities which has resulted in hundreds of dollars on certified letters to your offices and the fees for copies of all correspondence to prove your inaccuracies and rather than TRULY VALIDATE DATES AND ALLEGED DEBYS EVEN THOUGH I PROVIDED YOU WITH LETTERS FROM THE ORIGINAL CREDITORS STATING THEY HAVE NO ACCOUNT INFORMATION ON FILE YOU CONTINUE TO SEND ME YOUR STUPID LETTERS THAT THOSE DEBTS HAVE BEEN VALIDATED? IS DONALD DUCK RUNNING YOUR ORGANIZATION? OR IS IT THIRD PARTY DEBT COLLECTORS YOU HAVE YOUR HANDS IN THE POCKETS OF? THE STATUTE OF LIMITATIONS IN TEXAS IS 4 YEARS BUT SINCE YOU LET ANYONE (PROBABLY BECAUSE YOU ARE GETTING A KICK BACK ALONG THE LINE!) LIST ERRONEOUS, UNVALIDATED DEBTS AND REFUSE ANY ONE THE ABILITY TO ARGUE WITH THE TRUTH AND DOCUMENTS TO SUPPORT THEIR ARGUMENTS, YOU VIOLATE STATE/FEDERAL GUIDELINES AND USING ESTOPPEL OF SILENCE TACTICS ALLOW THIRD PARTIES TO FILE LAWSUITS ON UNSUSPECTING CITIZENS, REFERENCES VOLENTI NON FIT INJURIA PEOPLE YOU CANNOT SUE FOR A DEBT YOU PURCHASED AS UNCOLLECTABLE IN THE FIRST PLACE--WHY DO YOU PEOPLE INSIST ON CONTINUING TO RUIN LIVES AND REPUTATIONS WHATS IN IT FOR YOU? DO YOU REFUSE TO GIVE ME MY REPORT BECAUSE WE BOTH KNOW WHATS GOING ON HERE? WILL I BE FORCED TO SUE YOU IN STATE COURT TO GET MY OWN INFORMATION? SHOULD I PRETEND TO BE ONE OF THE TOP 3 DEBT COLLECTION AGENCIES IN ORDER TO GET A COPY?

Desired Settlement: Other (requires explanation)

Desired Outcome Description: I DEMAND A COPY OF MY REPORT, YOUR GROSS NEGLIGENCE HAS RESULTED IN 2 RIDICULOUS LAWSUITS (I WAS FORCED TO HIRE AN ATTORNEY AND OH YEA BY THE WAY I WON) UNABLE TO SEEK GAINFUL EMPLOYMENT SINCE YOU HAVE RUINED MY CREDIT AND CONTINUE TO REFUSE TO VALIDATE THE ERRONEOUS AND RE AGED ENTRIES AND AM HAUNTED BY YET ANOTHER UNETHICAL LAWSUIT ON TIME BARRED DEBT. PAY ME THE 38,679.00 I WOULD HAVE MADE IF I HADN'T LOST MY JOB DUE TO DEBT COLLECTOR PHONE CALLS--THANKS FOR RUINING MY LIFE



National Credit Systems, Inc. P.O. Box 312125 Atlanta, GA 31131 (800) 459-1539 (404) 629-2728
Monday - Thursday 8:00 am - 7:00 pm Friday 8:00 am - 5:00pm

07/06/2012

Client: RIVERSTONE APTS / VENTERRA
Client Account Number:
NCS Account Number:

Balance: \$3,555.49

We have received your correspondence concerning the above referenced account.

Your dispute has been investigated; however, we have yet to find sufficient evidence to validate your claim(s). It is very important that you provide our company with all documentation supporting your position.

In the event that new information is obtained which places doubt on the validity of this debt, we will promptly update our records accordingly. In addition, National Credit Systems, Inc. will revise or delete the information it may have reported to the three major credit bureaus, in full compliance with the provisions of The Fair Credit Reporting Act, The Fair Debt Collections Practices Act and any state regulations that may be applicable.

Be advised that National Credit Systems, Inc. is a third party debt collection agency whose efforts are solely on behalf of other companies who have previously validated debts.

Enclosed you will find documentation provided to us by RIVERSTONE APTS / VENTERRA.

Sincerely,

Collection Representative
404-629-2728

11

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for this purpose.

*Refusal
to
validate
time barred
Debt*

July 5, 2012

This is in response to your recent correspondence to Ms. Danelle Gulley, Assistant General Counsel, CSC Credit Services, Inc. Following are the results of reinvestigation of certain elements of your CSC consumer credit file:

National Credit Systems Collection Account No.
This item has been deleted.

Your credit report has been updated as a result of our reinvestigation. Please review it carefully and send any disputes to me in writing at the address or fax number listed below.

When reinvestigating disputed information, CSC Credit Services, Inc.'s (CSC) procedure is to contact the source of information directly, either by an automated system, by letter, or by telephone.

If the results of the reinvestigation indicate that the source continues to report the information you disputed, you have the right to contact the creditor directly or request us to include a notation regarding the disputed information. You may also submit a brief statement to CSC that will be included at the end of all subsequent credit reports which may serve as an explanation of any information you dispute.

If the reinvestigation results in changing or deleting the information, you may request an updated credit report be sent to any credit grantor that received your credit report in the past six months and/or any company which received your credit report in the last two years for employment purposes.

If you have any questions, please do not hesitate to call me at 281.878.4949.

Reference BBB letter

Sincerely,

Gail K. Scott
Paralegal
CSC Credit Services, Inc.
1.281.878.4949 (phone)
1.281.504.0645 (fax)

Enclosure

June 2012

**Important information about
your recent request.**

RE: Your account ending in

Dear

Thank you for your recent inquiry seeking validation of the balance on the above referenced account under the Fair Debt Collection Practices Act (FDCPA). We appreciate the opportunity to assist you.

Chase is considered an original creditor under the Fair Debt Collections Practices Act (FDCPA), not a debt collector. As an original creditor, we provided monthly billing statements to the address on file. We have enclosed three months of statements showing the last charge or payment activity on the account as an example of the statements you received on a monthly basis before your account was sold.

Because the account was sold to Midland, please contact them to assist you in verifying the balance due on the account.

If you have any other questions or concerns about your inquiry, please feel free to contact the Chase Customer Support Team at 1-800-290-1314.

Sincerely,

Customer Support Team

GMAC

PO BOX 380902
BLOOMINGTON MN 55438-0902

June 15, 2012

Account No:
Account Bal: \$23,723.79



SETTLEMENT OFFER

Dear

This is a reminder that a balance of \$23,723.79 remains on your account. Previously, we expressed our willingness to work with you in satisfying this obligation. We would like to restate this and offer the following:

GMAC is offering you the opportunity to settle your account by paying a lump sum of \$9,489.52. As you can see, this amount is less than the account balance stated above.

If you wish to take advantage of this offer, contact us within 10 days of the date of this letter. Upon our receipt of the settlement amount in good funds, you will have no further obligations on the referenced account and GMAC will give the Credit Bureau notification of the settlement.

We urge that you contact us immediately toll free at 1-888-340-1583.

Sincerely,

GMAC Representative

*failed to identify
themselves as a collection
agency - this is illegal!*

(Please detach and return)

RETURN THIS PORTION WITH PAYMENT. MAKE CHECKS PAYABLE TO: GMAC

ACCOUNT NUMBER _____

GMAC ARC

NAME: _____

Reference #:

Amount Enclosed:

GMAC PAYMENT PROCESSING CENTER
P.O. BOX 78369
PHOENIX AZ 85062-8369



DO NOT SEND CASH OR POST DATED CHECKS. ALL CHECKS WILL BE DEPOSITED UPON RECEIPT. MAKE CHECKS PAYABLE TO GMAC.
RETURN THIS COUPON WITH YOUR PAYMENT TO THE ABOVE ADDRESS.

Date Sent:

RE: False Date of Last Activity Notice & Demand

To Whom It May Concern,

I recently reviewed my credit report to discover that you are reporting a false debt on my credit report. I have no knowledge of ever receiving a notice of collection from you nor have I had any direct dealings with you.

I also noticed you took it upon yourself to report a false recent date of last activity which is against the FCRA and a clear violation of my consumer rights. I have already filed complaint with the FTC and my state attorney general and now I am disputing this debt as time barred and unverifiable. Since you are alleging that I owe you monies, have a personal debt with you and are reporting on my credit report please forward the following information.

- Copy of the original application showing terms of agreement.
- Summary of my account activities – including all purchases, payments, late charges, date of payments received and posted.
- All documents signed by me proving the amount of obligation.
- Documented proof that this is my obligation.
- Copy of the purchase agreement between me and your corporation.
- Copies of any and all collection notices sent to me by your corporation.

If you cannot supply me with this pertinent information within 30 days, then I demand that you cease reporting this information and instruct the credit bureaus to remove the entire record from my credit reports. Per the Federal Fair Debt Collection Practices Act you are also given notice to only communicate with me in writing. Any phone calls will be recorded and used against you. You may contact me in writing to inform me if you intend to evoke a specific remedy. Your prompt attention to this matter is requested.

Sincerely,

Signature

Name
Address
City State Zip

Creditor Name
Address
City State Zip

Certified Mail #: 00

Date:

RE: Collection Agency – Validate – Final Notice – Estoppel By Silence

Account #

To Whom It May Concern,

This certified letter is to formally advise your company has violated several of my consumer rights. Specifically you failed to validate a debt at my request and continue to report a disputed debt to the credit bureaus. Not only have you ignored my prior requests for validation of but you continue to report this debt to the credit bureaus causing damage to my character.

As you may be aware, "Estoppel by Silence" legally means that you had a duty to speak but failed to do so therefore that must mean you agree with me that this debt is false. I will use the Estoppel in my case against you. I expect to receive bona fide proof requested above, within 15 days of this letter or send me documentation releasing me from the alleged debt. Should you again ignore my request for validation of debt I reserve the right to sue your company for violations of my consumer rights as indicated under both the FDCPA and the FCRA and you will be forced to travel and defend yourself.

On a final note, I insist that any negative information reported to the credit bureaus regarding this account be deleted immediately! If all the information reported by you regarding this account is not deleted from all 3 credit bureaus within 15 days of receipt of this letter, I will also sue for additional damages including defamation of character. I strongly urge you to govern yourself accordingly and remember I have rights.

Sincerely,

Signature

Date Sent:

RE: False Date of Last Activity Notice & Demand

To Whom It May Concern,

I recently reviewed my credit report to discover that you are reporting a false debt on my credit report. I have no knowledge of ever receiving a notice of collection from you nor have I had any direct dealings with you.

I also noticed you took it upon yourself to report a false recent date of last activity which is against the FCRA and a clear violation of my consumer rights. I have already filed complaint with the FTC and my state attorney general and now I am disputing this debt as time barred and unverifiable. Since you are alleging that I owe you monies, have a personal debt with you and are reporting on my credit report please forward the following information.

- Copy of the original application showing terms of agreement.
- Summary of my account activities – including all purchases, payments, late charges, date of payments received and posted.
- All documents signed by me proving the amount of obligation.
- Documented proof that this is my obligation.
- Copy of the purchase agreement between me and your corporation.
- Copies of any and all collection notices sent to me by your corporation.

If you cannot supply me with this pertinent information within 30 days, then I demand that you cease reporting this information and instruct the credit bureaus to remove the entire record from my credit reports. Per the Federal Fair Debt Collection Practices Act you are also given notice to only communicate with me in writing. Any phone calls will be recorded and used against you. You may contact me in writing to inform me if you intend to evoke a specific remedy. Your prompt attention to this matter is requested.

Sincerely,

Signature

Date: _____

To Whom It May Concern:

RE: _____ (case or file number if applicable)

This letter will serve as your legal notice under provisions of Federal Law, the Fair Debt Collection Practices Act (FDCPA) found under 1292©, to cease and desist from all telephone communication with myself in regards to the alleged debt that your firm is attempting to collect.

I demand that all further correspondence must be done by WRITTEN CORRESPONDENCE to the address indicated at the top of this page.

Be advised that I am well aware of my rights. Any further telephone contact by you or a representative of your firm violates the FDCPA and since I've provided you with a location at which to correspond with me, any calls made by you or a representative of your firm to any 3rd party concerning me violates Section 805(b) of the FDCPA.

If you fail to heed this notice, I will file a formal complaint against you with the Federal Trade Commission who is responsible for enforcement, the Texas Attorney General's office, the Texas Bar Association, and the Better Business Bureau.

Thank you for your cooperation and compliance with this request.

Regards,

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Journal compilation © 2006 Blackwell Publishing Ltd

LETTERS FROM ATTORNEYS NOTIFYING YOU OF A LAWSUIT



HULL & ASSOCIATES, P.C.

Attorneys at Law

June 2, 2011

Creditor: FIA Card Services, N.A.

Account Number: -

Balance:

Our File Number:

Important: To insure proper credit, please return this letter with your payment in full.

Dear Mr.

The above matter has been forwarded to our office for collection. In order to settle this matter on an amicable basis, please forward your check in the amount indicated above, made payable to our client.

If there is any reason why you should not or cannot pay this matter at this time, please contact us at 713/952-8336 or at 800/561-0042. If you ignore the matter, our client may have no alternative but to file suit against you. Your cooperation in this matter will be greatly appreciated.

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

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving the notice, this office will provide you with the name and address of the original credit grantor, if different from the current credit grantor.

Sincerely,

/JAMES N HULL

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

ATTORNEYS AT LAW

SEUNG W. CHAE
WILLIAM T. BURKE
SHAUN G. BROWN
MICHAEL R. CASTRO

TIMOTHY A. GASAWAY
DREW B. MCKIMMEY
BENTON M. MARTIN
DEBORAH PETERSON

15851 NORTH DALLAS PARKWAY, SUITE 245

ADDISON TX 75001

TOLL FREE: (888) 302-4011

FAX: (214) 453-0974

LAWFIRM@RSIEH.COM

WWW.RSIEH.COM

JUN 1 2012

Re:

Our File Number:

Account #:

Account Balance:

Dear

The above referenced account has been referred to this office. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Please either pay the balance in full to our office, or call our office to make arrangements for payment. Any further payments you make on the account should be made to our office rather than to our client. Payments can be mailed, made by phone or at our website, <http://www.rsieh.com>. Because interest, late charges, and other charges may vary from day to day, the account balance on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

This firm is a debt collector. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

If you have any questions, please contact us by writing the undersigned or calling (888) 302-4011.

Yours truly,

Rausch, Sturm, Israel, Enerson & Hornik, LLC



SEUNG W. CHAE
ESTHER A. GROSSMAN
WILLIAM T. BURKE
SHAUN G. BROWN

MICHAEL R. CASTRO
TIMOTHY A. GASAWAY
DEBORAH PETERSON

15851 NORTH DALLAS PARKWAY, SUITE 245
ADDISON TX 75001
TOLL FREE: (877) 689-7968
FAX: (214) 453-0974
LAWFIRM@RSIEH.COM
WWW.RSIEH.COM

November 2010

Re:

Our Client:
Our File Number
Account #:
Account Balance:

Dear

The above referenced account has been referred to this office. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Please either pay the balance in full to our office, or call our office to make arrangements for payment. Any further payments you make on the account should be made to our office rather than to our client. Payments can be mailed, made by phone or at our website, <http://www.rsieh.com>. Because interest, late charges, and other charges may vary from day to day, the account balance on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

This firm is a debt collector. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

If you have any questions, please contact us by writing the undersigned or calling (877) 667-8010.

Yours truly,

HESTON ★ CIMENT

ATTORNEYS AT LAW

Principal Office
11757 Katy Freeway, Suite 1300
Houston, Texas 77079

Las Colinas Office
5605 North MacArthur Blvd., 10th Floor
Irving, TX 75038
(By Appointment Only)

1-888-414-1721
www.hestonlawfirm.com

Re: FIA Card Services, N.A.

Fort Worth, TX 76108

Dear :

We learned from the Tarrant County Clerk's office that FIA Card Services, N.A. filed a lawsuit against you on 06/14/2012 for an unpaid debt.

We are not the law firm that is suing you. We want to help you stop the lawsuit and reduce or eliminate your debt with FIA Card Services, N.A.. Over 95% of our clients never appear in state court on the lawsuits.

You have only 21-27 days to file a response to the lawsuit from the day you receive it (11-17 days if the lawsuit was filed in Justice Court). If you don't file your response on time, FIA Card Services, N.A. can get a judgment against you. **With a judgment, FIA Card Services, N.A. can cloud the title to your home and garnish (freeze and take) your checking and savings accounts.**

Here's what we may be able to help you do:

- **FIGHT THE LAWSUIT.** Often (but not always) we can get the lawsuit dismissed. **In fact, we have gotten over 1,000 debt lawsuits dismissed, just in the last 4 years.** See the colored sheet for a detailed list. If your lawsuit is dismissed, you pay nothing to the creditor.
- **SUE THE CREDITOR THAT'S SUING YOU.** If the creditor that is suing you broke debt collection laws, we can help you sue them. Sometimes, we can use the debt collection claim to reduce or even eliminate the debt they are suing you on.
- **FILE BANKRUPTCY (IF YOU QUALIFY).** Filing bankruptcy would stop this lawsuit immediately and could cancel the debt you are getting sued on and most or all of your other unsecured debts also.

You don't have to wait until you receive the lawsuit to get started. So call us today at 1-888-414-1721. There is no fee to meet with us and get all your questions answered.

Sincerely,



James Heston

ADVERTISEMENT

We are a debt relief agency. We help people fight lawsuits, and, when necessary, file for bankruptcy under the bankruptcy code. In Tarrant County, the County and District clerk's offices are located at 100 E. Weatherford Street, Fort Worth, TX 76196. In Dallas County, the County and District clerk's offices are located at 509 Main Street, Suite 200, Dallas, TX 75202. Justice Courts are located throughout both counties.

Case #:

ADDITIONAL SERVICES OFFERED

VALIDATION SERVICES

FILING SERVICES

CONSULTING



REGISTER OF ACTIONS**CASE NO. 2010-079539-2****U.S. BANK NATIONAL ASSOCIATION ND DBA ELAN FINANCIAL SERVICES vs !**Case Type: **Suit on Debt**
Date Filed: **02/16/2010**
Location: **County Court at Law No. 2****PARTY INFORMATION**

		Lead Attorneys
Defendant		
Plaintiff	U.S. BANK NATIONAL ASSOCIATION ND <i>Doing Business As</i> ELAN FINANCIAL SI DBA ELAN FINANCIAL SERVICES 9321 OLIVE BLVD ST LOUIS, MO 63132	JODY D. JENKINS <i>Retained</i> 806-687-9172(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS		
05/08/2012	Order of Non Suit (Judicial Officer: Rymell, Jennifer)	
OTHER EVENTS AND HEARINGS		
02/16/2010	OCA Case Open	
02/16/2010	Case Filing	
02/16/2010	Original Petition	
	Vol./Book , Page	
02/22/2010	Receipt of Payment	
02/22/2010	Issue Paper	
	Vol./Book , Page	
02/22/2010	Citation	
	Served	03/26/2010
	Returned	04/08/2010
03/02/2010	Receipt of Payment	
04/07/2010	Certificate of Written Discovery	
	Vol./Book , Page	
04/07/2010	Defendant's Original Answer	
	Vol./Book , Page	
04/07/2010	Letter	
	Vol./Book , Page	
04/22/2010	1st Amended Original Answer	
	Vol./Book , Page	
11/17/2010	Plaintiff's Motion for Summary Judgment	Doc ID# 2
11/22/2010	Motion to Substitute Counsel	Doc ID# 1
11/24/2010	Order Setting Hearing	Doc ID# 3
11/29/2010	Order to Substitute Counsel	Doc ID# 4
12/13/2010	Letter	Doc ID# 5
01/05/2011	Response to Motion for Summary Judgment	Doc ID# 6
01/10/2011	Motion for Summary Judgment (9:30 AM) (Judicial Officer Rymell, Jennifer)	
09/27/2011	Notice of Dismissal by Court	Doc ID# 7
10/25/2011	Motion to Retain Cause on Docket	Doc ID# 8
10/25/2011	Notice of Change of Address	Doc ID# 9
10/31/2011	Order to Retain Cause on Docket	Doc ID# 10
03/06/2012	Notice of Dismissal by Court	Doc ID# 11
04/04/2012	Motion to Retain Cause on Docket	Doc ID# 12
04/13/2012	Order	
04/24/2012	Letter of Confirmation of Hearing	Doc ID# 13
05/01/2012	Motion to Dismiss	Doc ID# 14
05/07/2012	Motion for Non Suit	Doc ID# 15

FINANCIAL INFORMATION

	Defendant			
	Total Financial Assessment			7.00
	Total Payments and Credits			7.00
	Balance Due as of 06/11/2012			0.00
03/02/2010	Transaction			
	Assessment			7.00
03/02/2010	Payment	Receipt # 0284428		(7.00)
	Plaintiff U.S. BANK NATIONAL ASSOCIATION ND			
	Total Financial Assessment			231.00
	Total Payments and Credits			231.00
	Balance Due as of 06/11/2012			0.00
02/22/2010	Transaction			
	Assessment			219.00
02/22/2010	Transaction			
	Assessment			4.00
02/22/2010	Payment	Receipt # 0283953		(223.00)
10/26/2011	Transaction			
	Assessment			2.00
10/26/2011	eFiling Payments	Receipt # CCL-0315080	Jody D Jenkins	(2.00)
10/26/2011	Transaction			
	Assessment			2.00
10/26/2011	eFiling Payments	Receipt # CCL-0315081	Jody D. Jenkins	(2.00)
04/05/2012	Transaction			
	Assessment			2.00
04/05/2012	eFiling Payments	Receipt # CCL-0323400	JENKINS, JODY D.	(2.00)
05/08/2012	Transaction			
	Assessment			2.00
05/08/2012	eFiling Payments	Receipt # CCL-0324782	Jenkins, Wagnon & Young, P.C.	(2.00)

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Location : All JP Courts [Help](#)**REGISTER OF ACTIONS**

CASE NO. JP01-12-SC00009955

JENKINS, WAGNON & YOUNG

§
§
§
§
§Case Type: **Small Claims**Date Filed: **05/15/2012**Location: **JP No. 1****PARTY INFORMATION**

Defendant JENKINS, WAGNON & YOUNG
1623 10TH ST
LUBBOCK, TX 79408-0420

Lead Attorneys
JODY D. JENKINS

Retained

806-687-9172(W)

Plaintiff**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

05/15/2012	Original Petition Filed		
05/21/2012	CITATION		
	JENKINS, WAGNON & YOUNG	Served	05/24/2012
		Returned	05/29/2012
05/29/2012	Answer Due On		
06/01/2012	Answer Filed		
06/01/2012	Letter Issued		
06/06/2012	Comments		
08/17/2012	CANCELED Pre-Trial Mediation (8:30 AM) (Judicial Officer Swearingin, Ralph, Junior)		
	<i>Other</i>		

FINANCIAL INFORMATION

	Plaintiff		
	Total Financial Assessment		31.00
	Total Payments and Credits		31.00
	Balance Due as of 06/11/2012		0.00
05/15/2012	Transaction Assessment		31.00
05/15/2012	Counter Payment	Receipt # JP1-2012-01892	WORTHAM, MATTHEW (31.00)

Logout My Account Search Menu New Civil Search Refine Search Back

Location : All CCL Courts Images Help

REGISTER OF ACTIONSCASE No. 2010-085274-1

STATE FARM BANK vs

09/17/2010

Case Type: **Suit on Debt**Date Filed: **09/17/2010**Location: **County Court at Law No. 1****PARTY INFORMATION****Defendant****Lead Attorneys****Plaintiff**STATE FARM BANK
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710**Seung W. Chae***Retained*

877-689-7966(W)

EVENTS & ORDERS OF THE COURT**DISPOSITIONS**

02/17/2012 Dismissal Want of Prosecution

OTHER EVENTS AND HEARINGS

09/17/2010 OCA Case Open

09/17/2010 Case Filing

09/17/2010 Original Petition

Vol./Book , Page

09/22/2010 Issue Paper

09/22/2010 Citation

Served

11/18/2010

Returned

12/06/2010

09/23/2010 Receipt of Payment

12/08/2010 Defendant's Original Answer Doc ID# 1

01/12/2012 Notice of Dismissal by Court Doc ID# 2

02/17/2012 Dismissal for Want of Prosecution

02/17/2012 Civil Docket Doc ID# 3

FINANCIAL INFORMATION

Plaintiff STATE FARM BANK

Total Financial Assessment

223.00

Total Payments and Credits

223.00

Balance Due as of 06/11/2012

0.00

09/23/2010 Transaction
Assessment

219.00

09/23/2010 Transaction
Assessment

4.00

09/23/2010 Payment Receipt # 0294581

RAUSCH,STURM

(223.00)

Exhibit A

U.S. BANK NATIONAL ASSOCIATION D/B/A
ELAN FINANCIAL SERVICES
Plaintiff

V.

No. 2010-079539-2

Page | 3

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

1. On February 16, 2010, A lawsuit was filed against Defendant by McCleskey, Harriger, Brazill, & Graf L.L.P. on behalf of U.S. Bank National Association d/b/a Elan Financial Services.
2. Upon receipt of Notice, Defendant hired Attorney Matthew R. McConahay from The Myres Law Firm to act on Defendants behalf.
3. On September 27, 2011, the Honorable Judge Jennifer Rymell filed a Notice of Dismissal on the above referenced case.
4. On October 25, 2011, Jody Jenkins of Jenkins, Wagnon, and Young of Lubbock Texas, filed a motion of Change of Address and Change of Lead Counsel. Motions were made on behalf of Midland Funding LLC, not US Bank National Association.
5. On October 25, 2011, Jody Jenkins of Jenkins, Wagnon, and Young of Lubbock Texas, filed a motion for the above referenced case to remain on the docket for an additional 45 days. Motions were made on behalf of Midland Funding LLC, not US Bank National Association

6. On October 25, 2011, Jody Jenkins faxed an offer to settle the above referenced case in the amount of \$12,000.00 as an attempt to collect a debt on behalf of a debt collection company as stated at the bottom of their offer.
7. Midland Funding is a Debt Collection Agency.
8. Defendant has no written or oral contract with Midland Funding.
9. On November 17, 2011, Defendant retained attorney Craig Towson to act on Defendants behalf.
10. December 9, 2011 was the end of the additional 45 days the court granted.
11. April 20, 2012, Defendants counsel, Craig Towson, was sent an e-mail from alleged Plaintiff with a Notice of Hearing for a Motion to Retain the above referenced case.
12. An Order for a Hearing for a Motion to Retain is scheduled for May 8, 2012.
13. Defendant was notified by Counsel On April 27, 2012, of the above referenced Hearing.
14. April 27, 2012, Counsel for Defendant forwarded the above referenced e-mail to the Defendant.
15. On April 27, 2012, Defendant sent an e-mail to attorney Craig Towson requesting to file a Motion to withdraw as Counsel.
16. Defendant would ask this Honorable Court to dismiss the above referenced case as Defendant had belief that as of December 9, 2012, the additional 45 days granted to alleged Plaintiff had expired, and therefore that the case had expired.
17. Defendant believes he had ineffectual Counsel during this time period.
18. Defendant would ask this Honorable Court to dismiss the above referenced case as Defendant has no contract with Midland Funding. (mcm) see attached Exhibit
19. Defendant would ask this Honorable Court to dismiss the above referenced case under Volenti non fit Injuria, the Plaintiff is not the real party of the alleged debt, and therefore is owed no damages from the Defendant.
20. Defendant would ask this Honorable Court to dismiss the above referenced case pursuant to the Fair Debt Practices Act section 808. Unfair practices: A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the

27. Defendant would ask this Honorable Court to dismiss the above referenced case pursuant to the Fair Debt Practices Act section 813. Civil liability (a) Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this title with respect to any person is liable to such person in an amount equal to the sum of— (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought in bad faith and for the purpose of harassment, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs.
28. Defendant asks for reasonable attorneys fees to be awarded.

PRAYERS

1. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case as the Defendant had belief that as of December 9, 2012, the additional 45 days granted to alleged Plaintiff had expired, and therefore that the case had expired.
2. Now comes the Defendant, Matthew R. Wortham, and prays for this Honorable Court to dismiss this case under Volenti non fit Injuria, the Plaintiff is not the real party of the alleged debt, and therefore is owed no damages from the Defendant.
3. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case pursuant to the Fair Debt Practices Act section 808. Defendant has seen no proof of alleged debt or alleged amount.
4. Now comes the Defendant, _____ and prays for this Honorable Court to dismiss this case pursuant to the Fair Debt Practices Act section 811. Defendant maintains there is no Real Property involved. Defendant maintains there is no signed contract between these parties.

5. Now comes the Defendant, _____, prays for this Honorable Court to dismiss this case pursuant to the Fair Debt Practices Act section 812. Defendant maintains that the alleged original creditor is not participating in the above referenced case.

Page | 7

6. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case pursuant to the Fair Debt Practices Act section 813. Defendant Prays that this Honorable Court would grant him reasonable attorneys fees.

7. Now comes the Defendant, _____ and prays for this Honorable Court to assess all court related costs to the Plaintiff.

8. Now comes the Defendant, _____ I prays for this Honorable Court award the Defendant any other relief this court deems appropriate.

Dated May __, 2012

State of Texas
County of Tarrant

Sworn to and subscribed before me this _____ day, May, 2012.

NOTARY PUBLIC

My Commission Expires: _____

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

ATTORNEYS AT LAW

SEUNG W. CHAE
WILLIAM T. BURKE
SHAUN G. BROWN
MICHAEL R. CASTRO
TIMOTHY A. GASAWAY

FALLON HAMILTON
JEFFREY S. KRAMER
YVONNE MIKULIK
MELVIN THATHIAH

15551 NORTH DALLAS PARKWAY, SUITE 245
ADDISON TX 75001
TOLL FREE: (866)456-3744
ATTORNEY DIRECT NO. (877) 689-7966
FAX: (877) 396-4464
ATTORNEY DIRECT FAX (877) 492-5185
LAWFIRM@RSIEH.COM
WWW.RSIEH.COM

December 21, 2011

Parker County Justice Court PR 3
1112 SANTA FE DR
WEATHERFORD, TX 76086-2050

Re: CAPITAL ONE BANK (USA), N.A. vs.
Our File No. 1478361 / 3101

Dear Civil Clerk:

Please find enclosed for filing Plaintiff's Original Petition along with a copy for each defendant. Please issue the citation(s) and note on those citation(s) that Admissions have also been served on the Defendant at the time of service. **Please return the file-marked petition(s) and citation(s) in the self-addressed, postage-paid envelope provided, as service will be perfected by a private process server. Please use a separate return envelope for each filed petition and citation due to specific pre-paid postage amount on envelope. If you return multiple filings in one envelope it will exceed the postage amount.**

If you have any questions regarding our request, please do not hesitate to contact our offices. Thank you for your attention to this matter.

Sincerely,

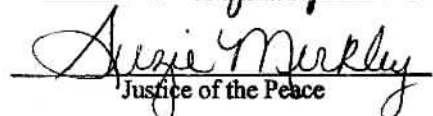
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC

Enclosures

* Please contact our office immediately at 877-689-7966 if there is any problem filing the attached petition.

SOL

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Petition on Petition Original Pt on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

Case No. CV3-12-1841CAPITAL ONE BANK (USA), N.A.
PlaintiffRECEIVED AND FILED
§
§ FOR RECORD
AT § 3:30 O'CLOCK P M

In the Justice Court PR 3

v.

JAN 19 2012

of

JUSTICE OF THE PEACE #3
PARKER COUNTY, TEXAS

PARKER County Texas

Defendant(s).

BY W. M. M. M.PLAINTIFF'S ORIGINAL PETITION & REQUEST FOR ADMISSIONSA. Discovery-Control Plan

1. Plaintiff intends to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2 because this suit involves only monetary relief totaling \$50,000 or less, excluding court costs, prejudgment interest, and attorney fees.

B. Parties

2. The address for Plaintiff, CAPITAL ONE BANK (USA), N.A., is 1680 CAPITAL ONE DRIVE, MCLEAN, VA 22102.

3. Defendant, _____ may be served with process at 76086-5630, or at such other place as the Defendant may be found.

C. Jurisdiction

4. Plaintiff asserts that the above-named court has jurisdiction over the subject matter of this case and the person(s) of Defendant(s).

D. Venue

5. Venue of this action is proper in the county named above because Defendant(s) is/are individual(s) believes to be residing in said county at the time of commencement of suit.

E. Facts

6. CAPITAL ONE BANK (USA), N.A. issued a credit card in the Defendant's(s') name under its account number. Plaintiff is the current owner of this account; Defendant(s) received and used the card and thereby became obligated to pay for the charges incurred with the card.

7. Defendant(s) defaulted on the obligation to make monthly payments on the credit card account, and the card was subsequently canceled. The credit card account was subsequently charged off to profit and loss. The entire balance on the credit card account is presently due and payable in full.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plaintiff's Orig. Pet. Request for on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012. adm con

Suzie Merkley
Justice of the Peace

8. Defendant(s) defaulted in making the payments on the account. After all just and lawful offsets, credits, and payments have been allowed, the total balance due Plaintiff on the Account is \$1,355.29 plus interest.

9. The Plaintiff has made demand upon the Defendant(s) for payment of the amount due and payable in full. The Defendant(s) have failed, neglected, and refused to pay that amount, plus accrued interest, less all lawful offsets, credits, and payments, is still due and owing.

10. Plaintiff has performed all conditions precedent to the filing of this action or all such conditions precedent have been performed or have occurred.

F. First Cause of Action – Breach of Contract

11. The issuance of a credit card constitutes the offer of a contract. See, e.g. *Bank One, Columbus, N.A. v. Palmer*, 63 Ohio App. 3d 491, 492, 579 N.E. 2d 284, 285 (Ohio Ct. App. 1989). Use of a credit card constitutes acceptance of the terms of the cardholder agreement, which accompanied the card when issued to the Defendant(s). See e.g., *Grasso v. First USA Bank*, 713 A.2d 304 (Del. 1998); *Read v. Gulf Oil Corporation*, 114 Ga. App. 21, 150 S.E. 2d 319, 320 (1966); *Magnolia Petroleum Co. v. McMillan*, 168 S.W. 2d 881 (Tex. Civ. App. 1943). Even in the absence of such an agreement the issuance of the credit card constitutes an offer of credit, and the use of the credit card constitutes the acceptance of the offer of credit. *Feder v. Fortunoff*, 474 N.Y.S. 2d 937 (N.Y. 1984), citing *Empire Nat'l Bank v. Monahan*, 82 Misc. 2d 808, 370 N.Y.S.2d 840 (N.Y. County Ct. 1975).

12. By using and/or authorizing the use of the credit card Defendant(s) accepted the credit card contract and became bound to pay for all charges incurred with the credit card. Defendant(s) also became subject to all of the terms and conditions of the Plaintiff's cardholder agreement.

13. The issuer of the card fully performed the contractual obligations by reimbursing merchants who accepted Defendant(s)' credit card in payment. Prior to the date of charge-off monthly bills were sent to the Defendant(s) reflecting *inter alia*, all charges incurred with the credit card, the monthly payment due, and the total balance due. The Defendant(s) had a duty to submit any disputes of the charges set forth in such statement, in writing, within sixty days from the date of the statement. Plaintiff asserts that Defendant(s)' failure to submit such disputes should be treated as an admission of the account balance, since Defendant(s) was/were given both a method and an opportunity to raise such disputes.

14. Defendant(s) breached the contract by defaulting on the payment obligation of the credit card agreement. In violation of the Defendant(s)' promises and obligations under the aforementioned written contract, the Defendant(s) breached the agreement by wrongfully failing and refusing to pay for the credit advances actually made to the Defendant(s), as well as unpaid interest.

15. Defendant(s)' breach was a proximate cause of actual damages of \$1,355.29 plus interest. All just and lawful offsets, credits, and payments have been applied to the account.

G. Damages

16. Plaintiff seeks damages on its liquidated claim in the amount of at least \$1,355.29 plus interest, which is within the jurisdictional limits of this court.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Peop's Orig. Pet. / Request for Admission on file in my office in Cause No. 013-12-4841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

H. Conditions Precedent

17. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

I. Miscellany

18. The undersigned attorneys hereby give notice that they and Plaintiff are attempting to collect a debt and any information obtained will be used for that purpose. Plaintiff's attorneys are debt collectors.

J. Prayer

19. For these reasons, Plaintiff asks that the court issue citation for Defendant to appear and answer, and that Plaintiff be awarded a judgment against Defendant for the following:

- a. Actual damages in the amount of \$1,355.29.
- b. Prejudgment and post-judgment interest.
- c. Court costs.
- d. All other relief to which plaintiff is entitled.

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

By: Michael R. Castro
MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
YVONNE MIKULIK, SBN 24070271
MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

1478361

Court Original

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plt's orig Pet / Request for Admission on file in my office in Cause No. CV3-12-4841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

PLAINTIFF'S FIRST REQUEST FOR DISCLOSURE

To: WENDY MCCOLLUM 1306 S RUSK ST, WEATHERFORD TX 76086-5630

CAPITAL ONE BANK (USA), N.A., serves these Requests for Disclosure on WENDY MCCOLLUM, as followed by Texas Rule of Civil Procedure 194. WENDY MCCOLLUM must answer each disclosure in writing and return to Plaintiff's attorney at the address listed below.

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By:

~MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
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FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

Rule 194. REQUEST FOR DISCLOSURE

194.2 Content. A party may request disclosure of any or all of the following:

- (a) the correct names of the parties to the lawsuit;
- (b) the names, address, and telephone numbers of any potential parties;
- (c) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);
- (d) the amount and any method of calculating economic damages;
- (e) the name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Petition for Request for Adm. on file in my office in Cause No. C.V.3-12-1849.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

(f) for any testifying expert:

- (1) the expert's name, address, and telephone number;
- (2) the subject matter on which the expert will testify;
- (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;

(A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, employed by, prepared by or for the expert in anticipation of the expert's testimony; and

(B) the expert's current resume and bibliography;

(g) any indemnity and insuring agreements described in Rule 192.3 (f);

(h) any settlement agreements described in Rule 192.3 (g);

(i) any witness statements described in rule 192.3 (h).

194.3 Response. The responding party must serve a written response on the requesting party within 30 days after service of the request, except that;

(a) a defendant served with a request before the defendant's answer is due need not respond until 50 days after service of the request, and

(b) a response to a request under Rule 194.2 (f) is governed by Rule 195.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Pitts Orig. Pet. Request for Admission on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS

To:

CAPITAL ONE BANK (USA), N.A., serves these Requests for Admission on _____ as
followed by Texas Rules of Civil Procedure 198 _____ must answer each admission in writing and
return to Plaintiff's attorney at the address listed below.

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By: _____

—MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
TIMOTHY A. GASAWAY, SBN 24012684
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MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

Definitions

1. "Plaintiff" or "Defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney. The term "Plaintiff" or "Defendant" shall also include, where applicable, any predecessor or successor, assignor or assignee and/or any other similarly related entity.
2. "You" or "your" means _____, his/her/its} successors, predecessors, divisions, subsidiaries, present and former officers, agents employees, and all other persons acting on behalf of _____ or {his/her/its} successors, predecessors, divisions, and subsidiaries.
3. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity and all predecessors or successors in interest.
4. "Communication" means any oral or written communication or which WENDY MCCOLLUM has knowledge, information, or belief.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plaintiff's Request for Admission on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

5. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

6. "Bank Card," as used herein is defined as a card issued from a bank and/or lending institution, as opposed to a retail establishment. Bank Card examples are Visa, MasterCard, and/or American Express.

7. "Account" or "Credit Card Account" as used herein is defined as the (Visa/Discover/MasterCard; American Express). To comply with Federal Law, said account number is not used in any documents filed in the public record, but will be provided to Defendant upon request.

198.2 Response. The responding party must serve a written response on the requesting party within 30 days after service of the request, except that a defendant served with a request before the defendant's answer is due need not respond until 50 days after service of the request.

FACTS TO BE ADMITTED OR DENIED

1. Admit or Deny that you requested that Capital One Bank (usa), N.A. open a credit card account on your behalf.

RESPONSE:

2. Admit or Deny that Capital One Bank (usa), N.A. opened an account.

RESPONSE:

3. Admit or Deny that since the account was opened, use of the card results in Capital One Bank (usa), N.A. opening a line of credit on your behalf for the amount charged or cash advance requested.

RESPONSE:

4. Admit or Deny that, since the account was opened, you are required and obligated to repay all charges or cash advances incurred on the account.

RESPONSE:

5. Admit or Deny that you
76086-5630 during all times relevant to this suit.

I have resided at

RESPONSE:

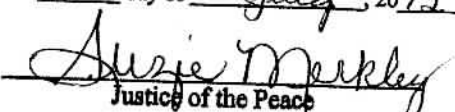
6. Admit or Deny that you,
WEATHERFORD TX 76086-5630.

received monthly statements of account at

RESPONSE:

7. Admit or Deny that you received a demand letter from Plaintiff and/or Plaintiff's attorneys, RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC, for payment of the subject debt.

RESPONSE:

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Pet's Orig Pet Request for Admission on file in my office in Cause No. CV-12-1841.
This the 17th day of July, 2012.

Justice of the Peace

8. Admit or Deny that you never filed a written complaint or dispute with CAPITAL ONE BANK (USA), N.A. concerning any of the charges listed on your monthly statement within 60 days from the date you received those charges.

RESPONSE:

9. Admit or Deny that all just credits and offsets have been applied to your account.

RESPONSE:

10. Admit or Deny that pursuant to your contract, interest continues to accrue on the matured outstanding balance due at the highest contractual or lawful rate until paid.

RESPONSE:

11. Admit or Deny that your account is now payable to Plaintiff.

RESPONSE:

12. Admit or Deny that you have failed to pay the balance due owed to Plaintiff.

RESPONSE:

13. Admit or Deny that neither the Plaintiff nor any agent or employee of the Plaintiff ever agreed to release you from further obligation to the Plaintiff.

RESPONSE:

14. Admit or Deny that all requirements and notices have been met or given.

RESPONSE:

15. Admit or Deny that you are not currently a member of the United States armed forces with assignments or orders which would give you a legal right to delay this legal matter according to the law.

RESPONSE:

16. Admit or Deny that you owe Plaintiff the sum of \$1,355.29 plus any accrued interest.

RESPONSE:

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Pt 1 Orig Pt 1 Request for Admiss on file in my office in Cause No. 2013-12-1849. This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT

To:

CAPITAL ONE BANK (USA), N.A., serves these Interrogatories on _____ allowed by
Texas Rule of Civil Procedure 197. _____
st answer each interrogatory in writing and return
to Plaintiff's attorney at the address listed below.

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By: _____

MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
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FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

197.2 Response. The responding party must serve a written response on the requesting party within 30 days after service of the interrogatories, except that a defendant served with interrogatories before the defendant's answer is due need not respond until 50 days after service of the interrogatories.

Definitions

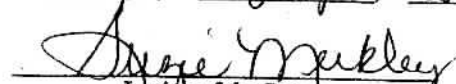
1. "Plaintiff" or "Defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney. the term "Plaintiff" or "Defendant" shall also include, where applicable, any predecessor or successor, assignor or assignee and/or any other similarly related entity.

2. "You" or "your" means _____ {his/her/its} successors, predecessors, divisions, subsidiaries, present and former officers, agents employees, and all other persons acting on behalf of _____ or {his/her/its} successors, predecessors, divisions, and subsidiaries.

3. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity and all predecessors or successors in interest.

4. "Communication" means any oral or written communication or which _____ I has knowledge, information, or belief.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plaintiff's Original Petition / Request for Adversity on file in my office in Cause No. CV3-13-1841
This the 17th day of July, 2012.


Justice of the Peace

(f) for any testifying expert:

- (1) the expert's name, address, and telephone number;
- (2) the subject matter on which the expert will testify;
- (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, employed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) the expert's current resume and bibliography;
- (g) any indemnity and insuring agreements described in Rule 192.3 (f);
- (h) any settlement agreements described in Rule 192.3 (g);
- (i) any witness statements described in rule 192.3 (h).

194.3 Response. The responding party must serve a written response on the requesting party within 30 days after service of the request, except that;

- (a) a defendant served with a request before the defendant's answer is due need not respond until 50 days after service of the request, and
- (b) a response to a request under Rule 194.2 (f) is governed by Rule 195.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plt's Orig. P't Request for Admission on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS

To:

CAPITAL ONE BANK (USA), N.A., serves these Requests for Admission on _____ as
governed by Texas Rules of Civil Procedure 198 _____ must answer each admission in writing and
return to Plaintiff's attorney at the address listed below.

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNICK LLC
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

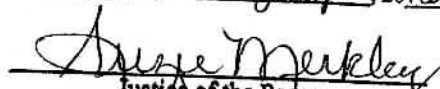
By: 

MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
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FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

Definitions

1. "Plaintiff" or "Defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney. The term "Plaintiff" or "Defendant" shall also include, where applicable, any predecessor or successor, assignor or assignee and/or any other similarly related entity.
2. "You" or "your" means _____, his/her/its} successors, predecessors, divisions, subsidiaries, present and former officers, agents employees, and all other persons acting on behalf of _____ or {his/her/its} successors, predecessors, divisions, and subsidiaries.
3. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity and all predecessors or successors in interest.
4. "Communication" means any oral or written communication or which WENDY MCCOLLUM has knowledge, information, or belief.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plaintiff's Request for Admission on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

5. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

6. "Bank Card," as used herein is defined as a card issued from a bank and/or lending institution, as opposed to a retail establishment. Bank Card examples are Visa, MasterCard, and/or American Express.

7. "Account" or "Credit Card Account" as used herein is defined as the (Visa/Discover/MasterCard; American Express). To comply with Federal Law, said account number is not used in any documents filed in the public record, but will be provided to Defendant upon request.

198.2 Response. The responding party must serve a written response on the requesting party within 30 days after service of the request, except that a defendant served with a request before the defendant's answer is due need not respond until 50 days after service of the request.

FACTS TO BE ADMITTED OR DENIED

1. Admit or Deny that you requested that Capital One Bank (usa), N.A. open a credit card account on your behalf.

RESPONSE:

2. Admit or Deny that Capital One Bank (usa), N.A. opened an account.

RESPONSE:

3. Admit or Deny that since the account was opened, use of the card results in Capital One Bank (usa), N.A. opening a line of credit on your behalf for the amount charged or cash advance requested.

RESPONSE:

4. Admit or Deny that, since the account was opened, you are required and obligated to repay all charges or cash advances incurred on the account.

RESPONSE:

5. Admit or Deny that you
76086-5630 during all times relevant to this suit.

I have resided at

RESPONSE:

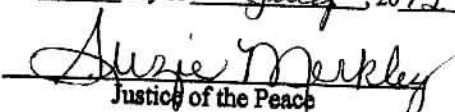
6. Admit or Deny that you,
WEATHERFORD TX 76086-5630.

received monthly statements of account at

RESPONSE:

7. Admit or Deny that you received a demand letter from Plaintiff and/or Plaintiff's attorneys, RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC, for payment of the subject debt.

RESPONSE:

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Petitioner's Original Petition for Admission on file in my office in Cause No. CV5-12-1841.
This the 17th day of July, 2012.

Justice of the Peace

8. Admit or Deny that you never filed a written complaint or dispute with CAPITAL ONE BANK (USA), N.A. concerning any of the charges listed on your monthly statement within 60 days from the date you received those charges.

RESPONSE:

9. Admit or Deny that all just credits and offsets have been applied to your account.

RESPONSE:

10. Admit or Deny that pursuant to your contract, interest continues to accrue on the matured outstanding balance due at the highest contractual or lawful rate until paid.

RESPONSE:

11. Admit or Deny that your account is now payable to Plaintiff.

RESPONSE:

12. Admit or Deny that you have failed to pay the balance due owed to Plaintiff.

RESPONSE:

13. Admit or Deny that neither the Plaintiff nor any agent or employee of the Plaintiff ever agreed to release you from further obligation to the Plaintiff.

RESPONSE:

14. Admit or Deny that all requirements and notices have been met or given.

RESPONSE:

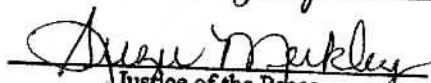
15. Admit or Deny that you are not currently a member of the United States armed forces with assignments or orders which would give you a legal right to delay this legal matter according to the law.

RESPONSE:

16. Admit or Deny that you owe Plaintiff the sum of \$1,355.29 plus any accrued interest.

RESPONSE:

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Pt 1 Orig Pt 1 Request for Adm on file in my office in Cause No. 2013-12-1849.
This the 17th day of July, 2012.


Justice of the Peace

PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT

To:

CAPITAL ONE BANK (USA), N.A., serves these Interrogatories on _____ allowed by
Texas Rule of Civil Procedure 197. _____
to Plaintiff's attorney at the address listed below. _____
st answer each interrogatory in writing and return

Respectfully submitted;
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

By: _____

Michael R. Castro
MICHAEL R. CASTRO, SBN 24065025
SEUNG W. CHAE, SBN 24047837
WILLIAM T. BURKE, SBN 24064976
SHAUN G. BROWN, SBN 24068023
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
YVONNE MIKULIK, SBN 24070271
MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

197.2 Response. The responding party must serve a written response on the requesting party within 30 days after service of the interrogatories, except that a defendant served with interrogatories before the defendant's answer is due need not respond until 50 days after service of the interrogatories.

Definitions

1. "Plaintiff" or "Defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney. the term "Plaintiff" or "Defendant" shall also include, where applicable, any predecessor or successor, assignor or assignee and/or any other similarly related entity.
2. "You" or "your" means _____ {his/her/its} successors, predecessors, divisions, subsidiaries, present and former officers, agents employees, and all other persons acting on behalf of _____ or {his/her/its} successors, predecessors, divisions, and subsidiaries.
3. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity and all predecessors or successors in interest.
4. "Communication" means any oral or written communication or which _____ I has knowledge, information, or belief.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Plaintiff's Orig. P. / Request for Admission on file in my office in Cause No. CV3-13-1841
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

5. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

6. "Bank Card," as used herein is defined as a card issued from a bank and/or lending institution, as opposed to a retail establishment. Bank Card examples are Visa, MasterCard, and/or American Express.

7. "Account" or "Credit Card Account" as used herein is defined as the (Visa/Discover/MasterCard; American Express). To comply with Federal Law, said account number is not used in any documents filed in the public record, but will be provided to Defendant upon request.

Interrogatories

Interrogatory No. 1: If Admission 1 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 2: If Admission 2 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 3: If Admission 3 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 4: If Admission 4 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 5: If Admission 5 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 6: If Admission 6 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 7: If Admission 7 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 8: If Admission 8 is denied, state and explain every reason or basis for that denial.

ANSWER:

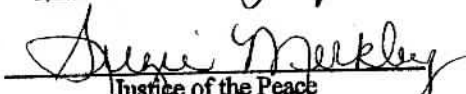
Interrogatory No. 9: If Admission 9 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 10: If Admission 10 is denied, state and explain every reason or basis for that denial.

ANSWER:

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Petition for Adm. on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

Interrogatory No. 11: If Admission 11 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 12: If Admission 12 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 13: If Admission 13 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 14: If Admission 14 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 15: If Admission 15 is denied, state and explain every reason or basis for that denial.

ANSWER:

Interrogatory No. 16: If Admission 16 is denied, state and explain every reason or basis for that denial.

ANSWER:

STATE OF TEXAS)SS.
)
COUNTY OF PARKER)SS.

VERIFICATION

By signing this document, I hereby swear or affirm, subject to the penalty of perjury, that the answers and responses included in the foregoing document are true and correct. My signature affixed hereto also confirms that I have personally read each answer or response and personally affirm them as my own.

Defendant

Before me, a notary public, on this day personally appeared the above named authorized person known to me to be the person whose name is subscribed above in connection with the foregoing document and, being by me first duly sworn declared that the statements therein contained are true and correct.

Sworn to and subscribed before me by Defendant, _____.

Notary Public in and for
The State of Texas
My commission expires:

Court Original

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Perp's Orig Pt / Request for Adm on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.
Suzie Merkley
Justice of the Peace

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

ATTORNEYS AT LAW

SELUNG W. CHAE
SHAUN G. BROWN
MICHAEL R. CASTRO
TIMOTHY A. GASAWAY
FALLON HAMILTON

JEFFREY S. KRAMER
YVONNE MIKULIK
MELVIN THATHIAH
JAMILA B. LLOYD

15851 NORTH DALLAS PARKWAY, SUITE 245
ADDISON TX 75001
TOLL FREE: (866)456-3744
ATTORNEY DIRECT NO. (877) 689-7966
FAX: (877) 396-4464
ATTORNEY DIRECT FAX (877) 492-5185
LAWFIRM@RSIEH.COM
WWW.RSIEH.COM

April 6, 2012

Parker County Justice Court PR 3
JUSTICE COURT PR 3
1112 SANTA FE DR
WEATHERFORD, TX 76086-2050

RE: CAPITAL ONE BANK (USA), N.A. v. WENDY MCCOLLUM
Case No. CV3-12-1841
Our File No. 1478361

Dear Clerk:

Enclosed please find the following documents to be filed for the aforementioned case, Please file these documents accordingly.

Citation
Affidavit of Service

If you have any questions, please contact me. Thank you for your cooperation and assistance in this matter.

Very truly,

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

Enclosures

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Return Cit & Affidavit of Soc on file in my office in Cause No. CV3-12-1841
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

CITATION

RECEIVED AND FILED
FOR RECORD
AT 3:30 O'CLOCK P

APR 11 2012

JUSTICE OF THE PEACE #3
PARKER COUNTY, TEXAS
[Signature]

BY

THE STATE OF TEXAS X

COUNTY OF PARKER X

TO: Defendant:

YOU ARE HEREBY COMMANDED to appear before the Justice Court of Justice of the Peace, Precinct No. Three of Parker County, Texas at or before 10:00 AM on the Monday next after the expiration of 10 days from the date of service of this citation upon you at 1112 Sante Fe Dr., in the City of Weatherford, Texas to answer in the suit of CAPITAL ONE BANK (USA), N.A., Plaintiff herein, against [whose address is Rusk St, Weatherford, Tx 76086 Defendant herein, being No. CV3-12-1841 on the docket of said court, the Plaintiff's demand being for the sum of \$1,355.29 (dollars), plus court cost due upon BREACH OF CONTRACT.

YOU ARE HEREBY NOTIFIED that you have been sued. You may employ an attorney. If you OR your attorney do not file an answer with the Court who issued this citation by 10:00 AM on the first Monday AFTER ten (10) days have expired from the day that this citation was given to you, a default judgment may be taken against you for the relief demanded above in this citation.

IF THIS CITATION IS NOT SERVED within ninety (90) days after the date of its issuance, it shall be returned unserved.

THE OFFICER EXECUTING this writ shall promptly serve the same according to the requirements of law, and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN under my hand at Weatherford, Texas, this the 19th day of January, 2012.

[Signature: Suzie Merkley]
Justice of the Peace, Precinct Three
Parker County, Texas

OFFICER'S RETURN

Came to hand on the ___ day of ___, 20___, at ___ o'clock ___ m., and executed in _____ County, Texas, by delivering to the within named _____ each, in person, a true copy of this citation, having first endorsed on such copy of said citation the day of delivery.

Constable/Deputy, Precinct No. _____

County, Texas

CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to _____ on the ___ day of _____, 20___ at ___ o'clock ___ m. this copy of this instrument.

Constable/Deputy, Precinct No. _____

County, Texas

SEE ATTACHED

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Cit on file in my office in Cause No. CV3-12-1841 This the 17th day of July, 2012.

[Signature: Suzie Merkley]
Justice of the Peace

CAPITAL ONE BANK (USA), N.A. vs.

AFFIDAVIT OF SERVICE

AFFIDAVIT OF NON-SERVICE

JUSTICE OF THE PEACE
PARKER COUNTY, TEXAS

For: Rausch, Sturm, Israel, Enerson & Hornik, LLC

Citation for JUSTICE Court of PARKER County
Came to hand on 3/13/12, at 5 PM

PARTY TO BE SERVED:

WENDY MCCOLLUM
1306 S RUSK ST
WEATHERFORD TX 76086-5630

I, Ronald D Itall, being duly sworn, depose and say that I executed service by delivering a true copy of the document listed above in accordance with state statutes in the manner and on the date and time marked below:

<input checked="" type="checkbox"/>	INDIVIDUAL SERVICE: Served the within-named person, WENDY MCCOLLUM
<input type="checkbox"/>	SUBSTITUTE SERVICE ON: _____

DATE SERVED: 3-12-12

TIME SERVED: 8:25 PM

I, _____, being duly sworn, depose and say that despite reasonable diligence the defendant, _____, could not be served.

ATTEMPTS

DATE	TIME	OUTCOME/COMMENTS
3-1-12	2:45 PM	I knocked on the door and got no response. I posted a card. At 7:00 PM received call from the defendant asking to meet at 120 Ashley LN FT Worth TX 76108, her new address.
3-12-12	8:25 PM	I delivered documents to a caucasian female 35-40 years old, 5'3" - 5'4" 110-120 lbs with red hair at 120 Ashley LN FT Worth Texas 76108. who identified herself as the defendant. She was wearing a black blouse and black skirt.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Service Fee: \$25.00

Subscribed and Sworn to before me on: March 13, 2012
in Parker County, State of Texas

[Signature]
NOTARY PUBLIC
Commission Expires: 6-1-15



Ronald D Itall
File No. 1478361 / 3101
PROCESS SERVER # SC119
Exp. 5-14-14
I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, Texas, hereby certify that the foregoing is a true, correct and full copy of the Affidavit of Service filed in Cause No. CV3-12-1841 on the 13th day of March, 2012.
BROCKFIELD, TEXAS 75005
[Signature] 1478361
Justice of the Peace

Court Copy

IN THE CIRCUIT COURT FOR PARKER COUNTY
STATE OF TEXAS

RECEIVED AND FILED
FOR RECORD
AT 8:06 O'CLOCK a

MAR 19 2012

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defenedant(s)

)
)
)
)
)
)
)

JUSTICE OF THE PEACE #3
PARKER COUNTY, TEXAS
Mitani

No. CV3-12-1841

NOTICE OF APPEARANCE

Come now the defendant, _____, and enters an appearance in this action, and demands notice of all further proceedings. The Court Clerks and the Plaintiffs legal representatives will be notified of any changes in address or motions filed. Any and all notices may be sent to:

The Defendant in this action further requests this Honorable Court to grant a 60

day period to allow the Defendant to may consult with legal counsel before answering the request for Admissions.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

ADDITION TX 75001

Postage	\$ 1.70	0086
Certified Fee	\$2.95	08
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 7.00	03/16/2012

Sent To *Michael Castro*
Street, Apt. No., or PO Box No. *15851 N. Dallas Pkwy*
City, State, ZIP+4 *Suite 243 Addison TX 75001*

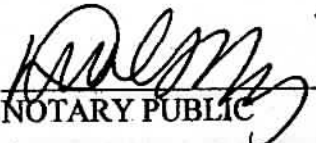
I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Notice of Appearance on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

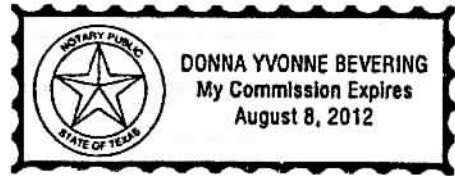
Dated March 13, 2012

State of Texas
County of Parker

Sworn to and subscribed before me this 16 day, March, 2012.


NOTARY PUBLIC

My Commission Expires: AUGUST 8, 2012



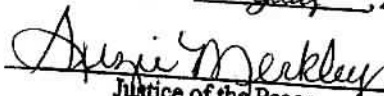
CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC
15851 N. Dallas Parkway, Suite 245
Addison, Texas 75001

On this 16 day of March, 2012.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the notice of appearance on file in my office in Cause No. 03-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

IN THE CIRCUIT COURT FOR PARKER COUNTY
STATE OF TEXAS

RECEIVED AND FILED
FOR RECORD
AT 8:06 O'CLOCK a M

MAR 19 2012

CAPITAL ONE BANK (USA), N.A.

Plaintiff

V.

Defendant(s)

JUSTICE OF THE PEACE #3
PARKER COUNTY, TEXAS
No. CV3-12-1841
BY M. H. H. H.

DEFENDANTS ANSWER TO ORIGINAL PETITION & REQUEST FOR ADMISSIONS

Come now the defendant, Pro Se, and answers the Plaintiffs original petition.

ANSWERS TO PLAINTIFFS ORIGINAL PETITION

1. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff.
2. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff.
3. Defendant was served
4. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff.
5. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff.
6. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
7. Defendant lacks the knowledge to respond.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Def's Answer to Orig. Pet. / Request on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

8. Defendant lacks the knowledge to respond.
9. Defendant lacks the knowledge to respond.
10. Defendant lacks knowledge to respond to this statement.
11. Defendant lacks knowledge to respond.
12. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
13. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
14. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff.
15. Plaintiffs Complaint violates the statute of Frauds as the alleged agreement or contract rests within a class of contracts or agreements that are required to be in writing. Plaintiff has failed to produce such documents to support their allegations.
16. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt. And Plaintiffs Complaint violates the statute of Frauds as the alleged agreement or contract rests within a class of contracts or agreements that are required to be in writing. Plaintiff has failed to produce such documents to support their allegations.
17. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt. And Plaintiffs Complaint violates the statute of Frauds as the alleged agreement or contract rests within a class of contracts or agreements that are required to be in writing. Plaintiff has failed to produce such documents to support their allegations.

be in Markley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct copy of the Def. Amto. Orig. P. & Request on file in my office in Cause No. CV3-12-1841 Administration
This the 17th day of July, 2012.

Angie Markley
Justice of the Peace

18. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
19. Plaintiff is barred under the Fair Debt Collection Practices Act from collecting attorney fees, interest, penalties, and other assorted collection fees, and any amount not specifically provided for by alleged agreement that Plaintiff has not provided.

FACTS TO BE ADMITTED OR DENIED

1. Denied
2. Admitted
3. Denied
4. Denied
5. Denied
6. Denied
7. Denied
8. Admitted
9. Objection
10. Objection
11. Denied
12. Denied
13. Denied
14. Denied
15. Admitted
16. Denied

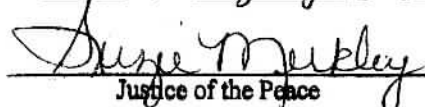
I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Def's Ans to Orig Pet/Req on file in my office in Cause No. CV-10-1341.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

INTERROGATORIES

1. Defendant did not open this account.
2. Admitted
3. Defendant admits to using a Capital One card. Defendant denies "using plaintiffs assignor, Capitol One, credit card services pursuant to the credit card agreement ("Agreement") described in Plaintiffs Complaint" as the Plaintiff has a.) not provided proof of valid assignment and/or ownership/transfer of debt, and b.) no such "agreement" is described or provided in Plaintiffs complaint.
4. Defendant denies this request as Capital One is not the real party at interest. Plaintiff voluntarily, with knowledge inherent, made an assumption of risk and is not entitled to judgment. Plaintiff's damages are limited to real or actual damages of actual cost paid or exchanged to Capital One for the purported credit card, for which the Plaintiff failed to reference an account number, affidavit of debt, or any other such proof of ownership in their Complaint.
5. Defendant did not reside at that address.
6. Defendant did not reside at that address.
7. Defendant did not receive a demand letter.
8. Admitted
9. Defendant objects to this request on the grounds that it is overly broad and unduly burdensome to the extent that it seeks the defendant to admit to facts upon such speculative information, records, and the alleged "Agreement" are not within the defendants knowledge, permission, custody or control. Therefore defendant can not admit or deny this request.
10. Defendant objects to this request on the grounds that it is overly broad and unduly burdensome to the extent that it seeks the defendant to admit to facts upon such speculative information, records, and the alleged "Agreement" are not within the defendants knowledge, permission, custody or control. Therefore defendant can not admit or deny this request.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Def's Ans to Orig Pt/Request for on file in my office in Cause No. CV3-12-1841 alms
This the 17th day of July, 2012.


Justice of the Peace

11. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
12. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
13. Defendant claims lack of Privity as Defendant has never applied nor entered into any contractual, written, oral or implied credit arrangements with Plaintiff. Plaintiff is not the real party in interest. Plaintiff has not provided a bill of sale or valid assignment of debt to prove ownership of alleged debt.
14. Defendant has not received any notices from Plaintiff other than service of this Complaint on March 12, 2012.
15. Admitted
16. Defendant denies this request as Capital One is not the real party at interest. Plaintiff voluntarily, with knowledge inherent, made an assumption of risk and is not entitled to judgment. Plaintiff's damages are limited to real or actual damages of actual cost paid or exchanged to Capital One for the purported credit card, for which the Plaintiff failed to reference an account number, affidavit of debt, or any other such proof of ownership in their Complaint.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Def's Ans to Orig. Pte & Request for on file in my office in Cause No. CV312-1841 ^{denies}

This the 17th day of July, 2012

Suzie Merkley
Justice of the Peace

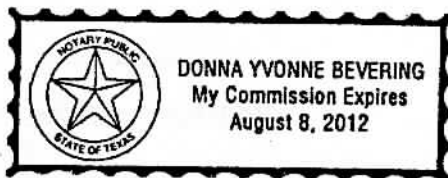
Dated March 13, 2012

State of Texas
County of Parker

Sworn to and subscribed before me this 16 day, March, 2012.


NOTARY PUBLIC

My Commission Expires: AUGUST 8, 2012



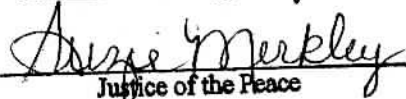
CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC
15851 N. Dallas Parkway, Suite 245
Addison, Texas 75001

On this 16 day of March, 2012.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Def's Ans to Pl's Pt/Response on file in my office in Cause No. Case 13-144.
This the 17th day of July, 2013.


Justice of the Peace

RECEIVED AND FILED
FOR RECORD

AT 8:06 O'CLOCK 2 M

MAR 19 2012

JUSTICE OF THE PEACE #3
PARKER COUNTY, TEXAS

No. CV3-12-1841

Defenedant(s)

DEFENDANTS FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION OF DOCUMENTS

Come now the defendant,
request for production of documents.

He, and requests admissions and

REQUEST FOR ADMISSIONS

Pursuant to Rule 194, you are requested to disclose, within 30 days of service of this request, the information or material described in Rule 194.2

194.2 Content.

A party may request disclosure of any or all of the following:

- (a) The correct names of the parties to the lawsuit;
- (b) The name, address, and telephone number of any potential parties;
- (d) The amount and any method of calculating economic damages;
- (e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;
- (f) For any testifying expert:
 - (1) The expert's name, address, and telephone number;
 - (2) The subject matter on which the expert will testify;
 - (3) The general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by the party, the name of the party for whom the expert is being retained, the party employed by, or otherwise subject to the control of the respondent, and any documents reflecting such information;

opinions and a
1. Suzie Merkley, Justice of the Peace, Precinct 3, Park
County, hereby certify that the foregoing is a true, corre
diligent copy of the Self-Start Request and
file in my office in Cause No. and Request Act
This the 17th day of July 2012

Suzie Markley
Justice of the Peace

- (4) If the expert is retained by, employed by, or otherwise subject to the control of the responding party:
- (A) All documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
- (B) The expert's current resume and bibliography;
- (g) Any indemnity and insuring agreements described in Rule 192.3(f);
- (h) Any settlement agreements described in Rule 192.3(g);
- (i) Any witness statements described in Rule 192.3(h);

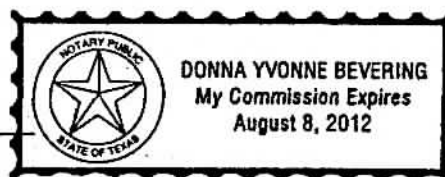
Dated March 13, 2012

State of Texas
County of Parker

Sworn to and subscribed before me this 16th day, March, 2012.


NOTARY PUBLIC

My Commission Expires: AUGUST 8, 2012

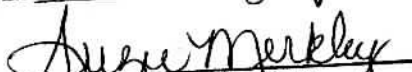


CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parke County, hereby certify that the foregoing is a true, correct and full copy of the Deposition Request for Adam on file in my office in Cause No. 803-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

15851 N. Dallas Parkway, Suite 245
Addison, Texas 75001

On this 16 day of March, 2012.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker
County, hereby certify that the foregoing is a true, correct
and full copy of the 2013 1st Request/Admissions & Request
on file in my office in Cause No. 03-12-41
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

IN THE CIRCUIT COURT FOR PARKER COUNTY
STATE OF TEXAS

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defenedant(s)

No. CV3-12-184

RECEIVED AND FILED
FOR RECORD
AT 10:50 O'CLOCK a M

MAY 03 2012

JUSTICE OF PEACE #3
PARKER COUNTY, TEXAS
BY X. Pettigrew

VERIFICATION

Personally appeared before me and the undersigned who on oath states that the facts set forth in this MOTION TO DISMISS AND REQUEST FOR SUMMARY JUDGEMENT are true and correct to the best of her knowledge and belief.

Defendant *Pro Se*

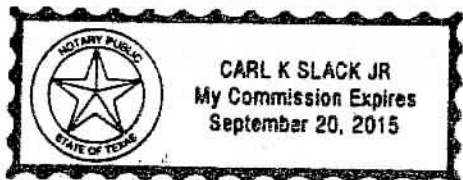
State of Texas
County of Parker

I, Suzie Merkley, Justice of the Peace, Precinct 3, Park County, hereby certify that the foregoing is a true, corre and full copy of the Verification on file in my office in Cause No. CV3-12-1841 This the 17th day of July, 2012

Sworn to and subscribed before me this 30th day, April, 2012. Suzie Merkley
Justice of the Peace

KS
NOTARY PUBLIC

My Commission Expires: September 20, 2015



IN THE CIRCUIT COURT FOR PARKER COUNTY
STATE OF TEXAS

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defendant(s)

)
)
)
) No. CV3-12-1841
)
)
)
)

ORDER FOR DISMISSAL AND SUMMARY JUDGEMENT

WHEREFORE, in consideration of the Defendant's Motion for Dismissal, it is hereby ORDERED and ADJUCATED that the Defendant's Motion shall be granted.

WHEREFORE, in consideration of Defendant's Motion for Summary Judgment, it is hereby ORDERED and ADJUCATED that the Defendant's Motion shall be granted and the Plaintiff is ORDERED to pay the Defendant in the amount of \$ _____.

SO ORDERED this _____ day of _____, 2012

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the _____
on file in my office in Cause No. _____
This the _____ day of _____, 20____.

Justice of the Peace

Judge _____

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Order for Dismissal + Sum Judgment
on file in my office in Cause No. CV3-12-1841
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

IN THE CIRCUIT COURT FOR TARRANT COUNTY
STATE OF TEXAS

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defenedant(s)

No. JS-16703

RECEIVED AND FILED
FOR RECORD
AT 10:50 O'CLOCK AM

MAY 03 2012 12:55

JUSTICE OF PEACE #3
PARKER COUNTY, TEXAS
BY *[Signature]*

MOTION TO HAVE REQUEST FOR ADMISSIONS TO BE DEEMED
ADMITTED AND REQUEST FOR SANCTIONS

1. On or about March 12, 2012 Defendant was served with a Citation and Plaintiffs Original Petition, and Request for Admissions by Raush, Strum, Israel, Emerson & Hornik, LLC.
2. On or about March 20, 2012 Defendant filed Answers to Plaintiffs Original Petition, and Request for Admissions and filed these in the Court Clerks office.
3. On March 20, 2012 Defendant sent a copy of Answers to Plaintiffs Original Petition, and Request for Admissions Certified mail return receipt requested to Plaintiff, Raush, Strum, Israel, Emerson & Hornik, LLC at 15851 N. Dallas Parkway, Suite 245, Addison Texas, 75001.
4. On March 21, 2012, Plaintiff received Answers to Plaintiffs Original Petition, and Request for Admissions.
5. On March 20, 2012, Defendant filed, in the Court Clerks Office, Defendants First Request for Admissions and Request for Production of Documents to Plaintiff.
6. On March 20, 2012, Defendant sent, certified mail, return receipt requested, and full copy of the Request for Admissions and Request for Production of Documents to Plaintiff.

Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, Texas, hereby certifies that the foregoing is a true, correct and full copy of the Request for Admissions and Request for Production of Documents as filed in my office in Cause No. JS-16703 on the 14th day of July, 2012.
This the 14th day of July, 2012.
CV3-12-1841
[Signature]
Justice of the Peace

Production of Documents to Plaintiff, Raush, Strum, Israel, Emerson & Hornik, LLC at 15851 N. Dallas Parkway, Suite 245, Addison Texas, 75001.

7. On March 21, 2012, Plaintiffs received Defendants First Request for Admissions and Request for Production of Documents.
8. Pursuant to Rule 194, Plaintiff was requested to disclose within 30 days of service of this request, the information or materials described in Rule 194.2 (a) (b) (c) (d) (e) (f) (g) (h) (i) and (l).
9. As of April 28, 2012, 7 day's past the 30 day deadline, Defendant has not received any response to Defendants First Request for Admissions and Request for Production of Documents.
10. Pursuant to Rule 193.6, a party who fails to make, amend, or supplement a discovery response in a timely manner may not introduce in evidence the material or information that was not timely disclosed, or offer the testimony of a witness.
11. The following are the Facts that the Defendant requested to be admitted or denied:

1. Admit that there is no written agreement between you and the defendant.
2. Admit that the defendant has not consented to any assignment of the account.
3. Admit that as of the date you drafted your Complaint, you had no evidence admissible at trial that proves the defendant owes the debt.
4. Admit that you were not assigned the original creditors obligations under the alleged creditors agreement.
5. Admit that you are not the real party at interest.

18. 215.2 Failure to Comply with Order or with Discovery Request.

(a) Sanctions by court in district where deposition is taken. If a deponent fails to appear or to be sworn or to answer a question after being directed to do so by a district court in the district in which the deposition is being taken, the failure may be considered a contempt of that court.

(b) Sanctions by court in which action is pending. If a party or an officer, director, or managing agent of a party or a person designated

199.2(b)(1) or 200.1(b) to testify on behalf of a party fails

Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certifies that the foregoing is a true, correct and full copy of the Mt. Request for Admissions and full copy of the Cause No. 03-12-1841 on file in my office proper.
This the 17th day of July, 2012.
03-12-1841
Suzie Merkley
Justice of the Peace

discovery requests or to obey an order to provide or permit discovery, including an order made under Rules 204 or 215.1, the court in which the action is pending may, after notice and hearing, make such orders in regard to the failure as are just, and among others the following:

- (1) an order disallowing any further discovery of any kind or of a particular kind by the disobedient party;
- (2) an order charging all or any portion of the expenses of discovery or taxable court costs or both against the disobedient party or the attorney advising him;
- (3) an order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;
- (4) an order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;
- (5) an order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing with or without prejudice the action or proceedings or any part thereof, or rendering a judgment by default against the disobedient party;
- (6) in lieu of any of the foregoing orders or in addition thereto, an order treating as a contempt of court the failure to obey any orders except an order to submit to a physical or mental examination;
- (7) when a party has failed to comply with an order under Rule 204 requiring him to appear or produce another for examination, such orders as are listed in paragraphs (1), (2), (3), (4) or (5) of this subdivision, unless the person failing to comply shows that he is unable to appear or to produce such person for examination.
- (8) In lieu of any of the foregoing orders or in addition thereto, the court shall require the party failing to obey the order or the attorney advising him, or both, to pay, at such time as ordered by the court, the reasonable and full copy of the entire discovery subject to the order in cause No. CV3-12-1 unless in my office in cause No. CV3-12-1 unless in my office in cause No. CV3-12-1 expenses, including attorney fees, caused by the failure, unless in my office in cause No. CV3-12-1

I, Suzie Merkley, Justice of the Peace, Precinct 3, P
County, hereby certify that the foregoing is a true, c
and full copy of the entire discovery subject to the order in cause No. CV3-12-1
This the 17 day of July, 2011.

Suzie Merkley
Justice of the Peace

finds that the failure was substantially justified or that other circumstances make an award of expenses unjust. Such an order shall be subject to review on appeal from the final judgment.

(c) Sanction against nonparty for violation of Rules 196.7 or 205.3. If a nonparty fails to comply with an order under Rules 196.7 or 205.3, the court which made the order may treat the failure to obey as contempt of court.

PRAYERS

1. Now comes the Defendant, _____, and prays for this Honorable Court to enter a an Admission on all (5) five facts listed in # 17 from Defendants First Request for Admissions and Request for Production of Documents, EXHIBIT A, that were never answered by the Plaintiff.
2. Now comes the Defendant, _____ and prays for this Honorable Court to render sanctions against the Plaintiff under Texas Code 215.2.
3. Now comes the Defendant, _____ and prays for this Honorable Court to award to the Defendant the amount of \$ 10,000 for reasonable attorneys fees, filing fees, and other costs the Defendant has endured as a result of this baseless lawsuit.
4. Now comes the Defendant, _____ n, and prays for this Honorable Court to assess all court related costs to the Plaintiff.
5. Now comes the Defendant, _____ and prays for this Honorable Court award the Defendant any other relief this court deems appropriate.

Dated April 30, 2012

State of Texas
County of Tarrant

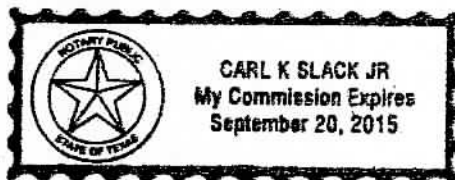
I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the MC / Request for Adm. Rel. on file in my office in Cause No. 003-12-184.
This the 17th day of July, 2012.
Suzie Merkley
Justice of the Peace

Sworn to and subscribed before me this 30th day, April, 2012.

CKS

NOTARY PUBLIC

My Commission Expires: September 20, 2015



CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC

15851 N. Dallas Parkway, Suite 245

Addison, Texas 75001

On this 30 day of April, 2012.

CV3-12-1841

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the 1st Request for Admissions See on file in my office in Cause No. Admitted / Request for Sanctus
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Mt Request Admissions Seen on file in my office in Cause No. Admitted / R at This the 17th day of July, 2012 etc

Suzie Merkley
Justice of the Peace

7011 2000 0001 0415 5834

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC

15851 N. Dallas Parkway, Suite 245

Addison, Texas 75001

On this 30 day of April, 2012.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Certificate of Service on file in my office in Cause No. CV-2-13.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

IN THE CIRCUIT COURT FOR PARKER COUNTY
STATE OF TEXAS

RECEIVED AND FILED
FOR RECORD

10:50 O'CLOCK A.M.

MAY 03 2012

JUSTICE OF PEACE #3
PARKER COUNTY, TEXAS
BY *[Signature]*

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defenedant(s)

No. CV3-12-1841

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS AND REQUEST
FOR SUMMARY JUDGEMENT

1. On or about March 12, 2012 Defendant was served with a Citation and Plaintiffs Original Petition, and Request for Admissions by Raush, Strum, Israel, Emerson & Hornik, LLC.
2. On or about March 12, 2012 Defendant was served with a Citation and Plaintiffs Original Petition, and Request for Admissions at Weatherford Texas, 76086 in Parker County.
3. Defendant has never resided at t. Weatherford Texas, 76086 in Parker County.
4. Defendant has never resided in Parker County.
5. The Citation and Plaintiffs Original Petition, and Request for Admissions were received by the Defendants sister
6. On March 19, 2012, Defendant filed a Notice of Appearance with the Court Clerks office.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the *Memorandum in Support of Motion to Dismiss + Request* on file in my office in Cause No. *CV3-12-1841* for *5* *Jm*
This the *17th* day of *July*, 2012.

Suzie Merkley
Justice of the Peace

7. On March 19, 2012, Defendant sent a copy of Defendants Notice of Appearance to Plaintiff, Raush, Strum, Israel, Emerson & Hornik, LLC at 15851 N. Dallas Parkway, Suite 245, Addison Texas, 75001.
8. On March 19, 2012, Defendant filed Answers to Plaintiffs Original Petition, and Request for Admissions and filed these in the Court Clerks office.
9. On March 19, 2012, Defendant sent a copy of Answers to Plaintiffs Original Petition, and Request for Admissions Certified mail return receipt requested to Plaintiff, Raush, Strum, Israel, Emerson & Hornik, LLC at 15851 N. Dallas Parkway, Suite 245, Addison Texas, 75001.
10. On March 21, 2012, Plaintiff received Answers to Plaintiffs Original Petition, and Request for Admissions.
11. On March 19, 2012, Defendant filed, in the Court Clerks Office, Defendants First Request for Admissions and Request for Production of Documents to Plaintiff.
12. On March 19, 2012, Defendant sent, certified mail, return receipt requested, a true and actual copy of Defendants First Request for Admissions and Request for Production of Documents to Plaintiff, Raush, Strum, Israel, Emerson & Hornik, LLC at 15851 N. Dallas Parkway, Suite 245, Addison Texas, 75001.
13. On March 21, 2012, Plaintiffs received Defendants First Request for Admissions and Request for Production of Documents.
14. Pursuant to Rule 194, Plaintiff was requested to disclose within 30 days of service of this request, the information or materials described in Rule 194.2 (a) (b) (c) (d) (e) (f) (g) (h) (i) and (l).
15. As of April 28, 2012, 7 day's past the 30 day deadline, Defendant has not received any response to Defendants First Request for Admissions and Request for Production of Documents.
16. Pursuant to Rule 193.6, a party who fails to make, amend, or supplement a discovery response in a timely manner may not introduce in evidence the material or information that was not timely disclosed, or offer the testimony of a witness.
17. The Defendant has filed a Motion to have Admissions Admitted and Sanctions against the Plaintiff.

C03-12-1841
I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Memorandum Request on file in my office in Cause No. 17th day of July, 2012

Suzie Merkley
Justice of the Peace

18. Under Volenti non fit Injuria, the Plaintiff is not the real party of the alleged debt, and therefore is owed no damages from the Defendant.

PRAYERS

1. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case based in the fact that it was filed in a county in which the Defendant has never resided, and therefore was filed in the wrong jurisdiction.

2. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case as the Plaintiff failed to comply with Rule 194, where Plaintiff was requested to disclose within 30 days of service of this request, the information or materials described in Rule 194.2 (a) (b) (c) (d) (e) (f) (g) (h) (i) and (l).

3. Now comes the Defendant, _____, and prays for this Honorable Court to dismiss this case as the Plaintiff failed to comply Rule 193.6; a party who fails to make, amend, or supplement a discovery response in a timely manner may not introduce in evidence the material or information that was not timely disclosed, or offer the testimony of a witness.

4. Now comes the Defendant _____ and prays for this Honorable Court to dismiss this case Volenti non fit Injuria, the Plaintiff is not the real party of the alleged debt, and therefore is owed no damages from the Defendant.

5. Now comes the Defendant, _____, and prays for this Honorable Court to assess all court related costs to the Plaintiff.

6. Now comes the Defendant, _____ and prays for this Honorable Court award the Defendant the amount of \$10,000 for reasonable attorneys fees, filing fees, and other costs the Defendant has incurred as a result of this baseless lawsuit.

CV3-12-1841
Suzie Markley, Justice of the Peace, Precinct 3, Parker County, hereby certifies that foregoing is a true, correct and full copy of the memorandum filed on file in my office in Cause No. 17th day of July, 2012.
Suzie Markley
Justice of the Peace

7. Now comes the Defendant, _____ and prays for this
Honorable Court award the Defendant any other relief this court deems
appropriate.

Dated April 30, 2012

State of Texas
County of Parker

Sworn to and subscribed before me this 30 day, April, 2012.

OK

NOTARY PUBLIC

My Commission Expires: September 20, 2015



CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent to:

Rausch, Strum, Israel, Enerson & Hornik, LLC

15851 N. Dallas Parkway, Suite 245

Addison, Texas 75001

On this 30 day of April, 2012.

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker
County, hereby certify that the foregoing is a true, correct
and full copy of the Cert of Service
on file in my office in Cause No. CV3-12-1841
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

April 23, 2012

3096

Re: xxxxxxxxxxxxxx
Case #:

Thanks for contacting us about your Capital One account.

We are unable to process your request to validate the debt with the information you provided. To process your request, we need your name, address on file with Capital One, your current address (if different from what we have on file, please indicate if you would like us to change the address), account number, Social Security number, date of birth, and the case ID that appears at the top of this letter.

Mail your documentation to:
Capital One
P.O. Box 30285
Salt Lake City, UT 84130-0285

You are a valued customer and we thank you for choosing Capital One.

If you have any questions, please give us a call at 800-955-7070. Our Customer Service Representatives are available from 8am to 9pm Eastern Time, Monday through Friday.

Sincerely,

Capital One Services

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit B / Letter on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

JUSTICE OF THE PEACE PUT 4
2012 MAY -1 PM 12:56

cc: ATTN: General

04/03/2012

Exhibit C

Trans Union
PO Box 2000
Chester, PA 19022

Dear Trans Union:

It is your responsibility to ensure that creditors demonstrate clear permissible purpose in accordance with the Fair Credit Reporting Act before releasing a consumer's credit report. Demonstrate that the hard inquiry for RAUSCH STURM dated November 2011 met this requirement, pursuant to the Act. My Social Security number is

Otherwise, rescind the errant notation immediately.

Sincerely,

and again 3-2012 twice
which resulted in 28
collection accounts
listed april 21st
they are selling my
info on 501 DeBT

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit C letter on file in my office in Cause No. CV3-12-184.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

JUSTICE OF THE PEACE
2012 MAY -1 PM 12:56

Exhibit D

Your Inquiries

- State Disclosure Statement
- Federal Cancellation Form
- State Cancellation Form

Your Legal Team

Your Paralegal is:
Stacy Gavin

Call Email



Your Attorney is: **John Heath** Directing Attorney

after this
hard inquiry
they sold
my information
to 28
collection agencies
and billed
250 lawsuits
at 2
different addresses

John Heath was born and raised in Salt Lake City, Utah. He received his BA from the University of Utah and his Juris Doctor from Ohio Northern University. While attending law school, John spent a semester abroad in Cairo, Egypt, where he studied Islamic Juris Prudence. Mr. Heath has worked as an attorney in both a private and public interest practices. He has an affinity for serving individuals who have traditionally been under represented by the legal community. It is one of Mr. Heath's core beliefs that every citizen should have equal access to the courts. Mr. Heath is admitted in the following states: Utah, Colorado, Washington D. C., and Texas.

Read Bio

Wendy, you have 2 inquiries on your TransUnion credit report.

Inquiries
RAUSCH STURM
RAUSCH STURM ISRAEL

Date
2011-11
2011-11

HARD
inquiry

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit D / Letter on file in my office in Cause No. CV3-12-1341 This the 17th day of July, 2012.

Every time a potential credit grantor looks at your credit file a credit inquiry appears on at least one of your credit bureau reports.

Suzie Merkley
Justice of the Peace

2012 MAY -1 PM 12:56
JUL 17 2012
P 103 2012 JUL 17 2012

3/30/2012

EXHIBIT E

How lenders consider collection accounts: Any type of collection account, whether paid or not, is viewed as negative information by credit grantors and may impede your chances of being approved.

What to do about collection accounts: Simply paying off charged-off or collection accounts won't neutralize their negative status and could potentially decrease your score. Paid collections and charge-offs still show up as severe negatives. This is one of the great ironies of the credit reporting system; paying off this type of listing does little to increase ones credit score. When you have outstanding debt, it may be advisable to seek professional help so that you may settle such accounts while creating a reasonable possibility of removal of the negative listing at the same time. This method is usually called PAYMENT FOR REMOVAL.

view New Hard Inquiry RAUSCH STURM

Wendy, a change to your TransUnion credit report has been detected which may **LOWER** your credit score: a new inquiry listing **RAUSCH STURM** was placed on your credit report on 03/13/2012

view New Hard Inquiry RAUSCH STURM ISRAEL

Wendy, a change to your TransUnion credit report has been detected which may **LOWER** your credit score: a new inquiry listing **RAUSCH STURM ISRAEL** was placed on your credit report on 03/13/2012.

view New Negative Item HSBC BANK

Wendy, a change to your TransUnion credit report has been detected which may **LOWER** your credit score. The negative listing **HSBC BANK** now appears on your credit report. This negative listing has been classified as a **COLLECTION ACCOUNT**. The more recent the negative item, the lower your score.

MORE ABOUT COLLECTION ACCOUNTS

If you fail to pay an outstanding obligation, or bounce a check, the other party may assign or sell your defaulted account to a collection agency, a company that may attempt to obtain payment from you. If this reassignment occurs, your account may appear as a "collection account" on your credit report. If you refuse to pay the obligation and your creditor elects to use a collection agency in turn, you may be liable for the cost of the collection agency's services as well as the underlying original debt.

I, Suzie Markley, Justice of the Peace, Precinct 3, Parker County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the original debt as filed in my office in Cause No. 1726 day of July, 2012.
This the 17th day of July, 2012.
Suzie Markley
Justice of the Peace

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

ATTORNEYS AT LAW

SEUNG W. CHAE
SHAUN G. BROWN
MICHAEL R. CASTRO
TIMOTHY A. GASAWAY
FALLON HAMILTON

JEFFREY S. KRAMER
YVONNE MIKULIK
MELVIN THATHIAH
JAMILA B. LLOYD

15851 NORTH DALLAS PARKWAY, SUITE 245
ADDISON TX 75001
TOLL FREE: (866)456-3744
ATTORNEY DIRECT NO. (877) 689-7966
FAX: (877) 396-4464
ATTORNEY DIRECT FAX (877) 492-5185
LAWFIRM@RSIEH.COM
WWW.RSIEH.COM

May 9, 2012

Parker County Justice Court PR 3
1112 SANTA FE DR
WEATHERFORD, TX 76086-2050

Re: Cause No. CV3-12-1841
CAPITAL ONE BANK (USA), N.A. v.
RSIEH File No. 1478361

Dear Civil Clerk:

Please find enclosed Plaintiff's Notice of Nonsuit and Order Granting Nonsuit for filing in the above-referenced lawsuit. Once you have completed filing, please forward to the Court for approval. After review and approval of the same, please return a conformed copy of the signed Order of Nonsuit to our offices in the enclosed self-addressed stamped envelope.

As always, your professional courtesy is greatly appreciated. Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Sincerely,

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC

Enclosures

cc:

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

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker
County, hereby certify that the foregoing is a true, correct
and full copy of the letter
on file in my office in Cause No. CV3-12-1841
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

1478361

CAPITAL ONE BANK (USA), N.A.
Plaintiff

V.

Defendant(s).

§
§
RECEIVED AND FILED In the Justice Court PR 3
§
FOR RECORD
§
AT 8:05 O'CLOCK a M.
§
MAY 14 2012
§
JUSTICE OF THE PEACE #3 of
PARKER COUNTY, TEXAS PARKER County Texas
BY M. H. Smith

PLAINTIFF'S NOTICE OF NON-SUIT

COMES NOW Plaintiff CAPITAL ONE BANK (USA), N.A. ("Plaintiff") and, in accordance with the Texas Rules of Civil Procedure 162 and 163, provides its Notice of Nonsuit of all of its claims against Defendant M("Defendant") without prejudice in the above-styled lawsuit.

Pursuant to existing case law, Plaintiff has a right to a nonsuit the moment it makes a timely oral or written request for nonsuit. *Hooks v. Fourth Ct. Of Appeals*, 808 S.W.2d 56, 59 (Tex.1991). A nonsuit is effective as soon as it is filed or requested from the court. *Greenberg v. Brookshire*, 640 S.W.2d 870, 872 (Tex.1982). When the court signs an order granting a nonsuit, it is simply a ministerial act. *Id.* A nonsuit nullifies the controversy and renders interlocutory orders in the case moot. *In re Bennett*, 960 S.W.2d 35, 38 (Tex.1997).

In accordance with the foregoing authority, Plaintiff hereby provides notice of its immediate nonsuit of all claims against Defendant in the above-styled lawsuit without prejudice.

Respectfully submitted,
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC

MICHAEL R. CASTRO, SBN 24065025
SHAUN G. BROWN, SBN 24068023
SEUNG W. CHAE, SBN 24047837
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
YVONNE MIKULIK, SBN 24070271
MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
JAMILA B. LLOYD, SBN 24045529
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas
ATTORNEY FOR PLAINTIFF

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Butt's Notice of A Suit on file in my office in Cause No. CV3-12-1841. This the 17th day of July, 2012.

James M. Merkle
Justice of the Peace

CERTIFICATE OF SERVICE

This is to certify that on May 9, 2012, a true and correct copy of the foregoing Notice was served on
Defendant and/or Defendant's counsel of record, WENDY MCCOLLUM, 1306 S RUSK ST, WEATHERFORD TX
76086-5630 in the manner indicated below:

- ☐ via regular mail;
- ☐ via certified mail # _____;
- ☐ via signature confirmation # _____;
- ☐ via overnight delivery tracking # _____;
- ☐ via facsimile at fax # _____; and/or
- ☐ via hand delivery _____.

MICHAEL R. CASTRO, SBN 24065025
SHAUN G. BROWN, SBN 24068023
SEUNG W. CHAE, SBN 24047837
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
YVONNE MIKULIK, SBN 24070271
MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
JAMILA B. LLOYD, SBN 24045529
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

Court Original



I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker
County, hereby certify that the foregoing is a true, correct
and full copy of the Cert of Sec
on file in my office in Cause No. CV3-12-1841
This the 17th day of July, 20 12.

Suzie Merkley
Justice of the Peace

Exhibit F

Logout My Account Search Menu New Civil Search Refine Search Back

Location : All JP Courts Help

REGISTER OF ACTIONS

CASE NO. JP04-11-JS00016703

CAPITAL ONE BANK (USA), N.A. vs WENDY MCCOLLUM

§
§
§
§
§
§

Case Type: Justice Suits

Date Filed: 11/22/2011

Location: JP No. 4

PARTY INFORMATION

Lead Attorneys

Defendant

Plaintiff CAPITAL ONE BANK (USA), N.A.

Michael R. Castro

Retained

877-689-7966(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

11/22/2011 Original Petition Filed
11/23/2011 CITATIONReturned Unserved 01/31/2012 Response Received 12/22/2011
Returned 01/31/201212/22/2011 Answer Filed
02/13/2012 Pre-Trial Hearing (2:30 PM) ()
Result: Set for Trial02/13/2012 Comments
03/20/2012 Request for Admission Filed
03/20/2012 Motion Filed
03/21/2012 Comments04/05/2012 Plaintiff's Attorney Contacted Court
04/27/2012 CANCELED Non-Jury Trial (10:00 AM) ()
Other05/01/2012 Motion To Dismiss Filed by Defendant
05/04/2012 CANCELED Non-Jury Trial (10:00 AM) ()
Other05/08/2012 Order of Non-Suit Without Prejudice Entered
05/11/2012 CANCELED Non-Jury Trial (10:00 AM) ()
Non-Suit/DismissedRECEIVED AND FILED
FOR RECORD
AT 2:45 O'CLOCK P M

MAY 11 2012

JUSTICE OF THE PEACE #3
PARKER COUNTY TEXAS
BY *M. H. H.*

FINANCIAL INFORMATION

Plaintiff CAPITAL ONE BANK (USA), N.A.		
Total Financial Assessment		33.00
Total Payments and Credits		33.00
Balance Due as of 05/08/2012		0.00
11/23/2011 Transaction Assessment		31.00
11/23/2011 Mail Payment	Receipt # JP4-2011-7858	(31.00)
05/01/2012 Transaction Assessment		2.00
05/01/2012 Counter Payment	Receipt # JP4-2012-2641	(2.00)

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit F / Register and full copy of the CV 3-12-18 on file in my office in Cause No. CV 3-12-18.
This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

Exhibit G

Case No. JP04-11-JS00016703

CAPITAL ONE BANK (USA), N.A.
Plaintiff

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§
§

v.

Defendant(s).

In the Justice Court PR 4

TARRANT County Texas


PLAINTIFF'S NOTICE OF NON-SUIT

COMES NOW Plaintiff CAPITAL ONE BANK (USA), N.A. ("Plaintiff") and, in accordance with the Texas Rules of Civil Procedure 162 and 163, provides its Notice of Nonsuit of all of its claims against Defendant WENDY MCCOLLUM ("Defendant") without prejudice in the above-styled lawsuit.

Pursuant to existing case law, Plaintiff has a right to a nonsuit the moment it makes a timely oral or written request for nonsuit. *Hooks v. Fourth Ct. Of Appeals*, 808 S.W.2d 56, 59 (Tex.1991). A nonsuit is effective as soon as it is filed or requested from the court. *Greenberg v. Brookshire*, 640 S.W.2d 870, 872 (Tex.1982). When the court signs an order granting a nonsuit, it is simply a ministerial act. *Id.* A nonsuit nullifies the controversy and renders interlocutory orders in the case moot. *In re Bennett*, 960 S.W.2d 35, 38 (Tex.1997).

In accordance with the foregoing authority, Plaintiff hereby provides notice of its immediate nonsuit of all claims against Defendant in the above-styled lawsuit without prejudice.

Respectfully submitted,
RAUSCH, STURM, ISRAEL, ENERSON & HORNIK LLC


MICHAEL R. CASTRO, SBN 24065025
SHAUN G. BROWN, SBN 24068023
SEUNG W. CHAE, SBN 24047837
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
YVONNE MIKULIK, SBN 24070271
MELVIN THATHIAH, SBN 24048837
FALLON HAMILTON, SBN 24059202
JAMILA B. LLOYD, SBN 24045529
15851 N. Dallas Parkway, Suite 245
Addison TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit G / Petition of Nonsuit file in my office in Cause No. CV3-12-1841 as the 17th day of July, 2012.

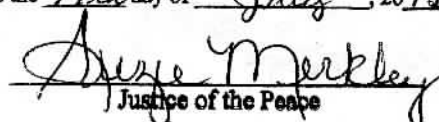

Justice of the Peace

Exhibit H

Case No. JP04-11-JS00016703

CAPITAL ONE BANK (USA), N.A.
Plaintiff

v.

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§

Our File No. 1393465

JUSTICE OF THE PEACE
In the Justice Court PR-4
TARRANT COUNTY TEXAS

2012 MAY -8 AM 6:40

of

TARRANT County Texas

Defendant(s).

ORDER GRANTING NOTICE OF NON-SUIT

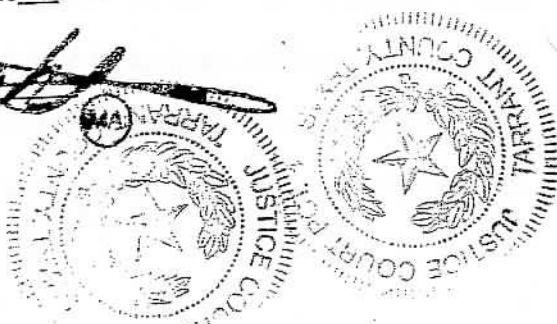
On the date shown below, the Court considered Plaintiff's Notice of Nonsuit of all claims without prejudice in the above-styled lawsuit. Having considered Plaintiff's Notice of Nonsuit, the Court hereby ORDERS that Plaintiff's claims against Defendant be nonsuited without prejudice as to re-filing of same.

It is therefore ORDERED that Plaintiff's lawsuit be nonsuited without prejudice as to re-filing, that the above-styled and numbered cause is hereby dismissed without prejudice, and that all costs of Court be taxed against the party incurring same.

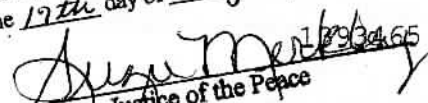
SIGNED on this _____ day of MAY 8 2012


JUDGE PRESIDING

Copy to return to RSIEH



I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Order Granting Nonsuit on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.


Justice of the Peace

05/07/2012 4:59 PM

Fax Services

→ 18172384430

RAUSCH, STURM, ISRAEL, ENERSON & HORN, LLC
ATTORNEYS AT LAW

D1

SEUNG W. CHAE
SHAUN G. BROWN
MICHAEL R. CASTRO
TIMOTHY A. GASAWAY
FALLON HAMILTON

JEFFREY S. KRAMER
YVONNE MIKULIK
MELVIN THATHIAH
JAMILA B. LLOYD

15851 NORTH DALLAS PARKWAY, SUITE 245
ADDISON TX 75001
TOLL FREE: (888) 302-4009
ATTORNEY DIRECT No (877) 689-7966
FAX: (877) 396-4464
ATTORNEY DIRECT FAX (877) 492-5185
LAWFIRM@RSIEH.COM
WWW.RSIEH.COM

Exhibit I

May 7, 2012

Tarrant County Justice Court PR 4
JUSTICE COURT PR 4
6713 TELEPHONE RD
FORT WORTH, TX 76135

Re: Cause No. JP04-11-JS00016703
CAPITAL ONE BANK (USA), N.A. v.
RSIEH File No. 1393465

Dear Civil Clerk:

Please find enclosed Plaintiff's Notice of Nonsuit and Order Granting Nonsuit for filing in the above-referenced lawsuit. Once you have completed filing, please forward to the Court for approval. After review and approval of the same, please return a conformed copy of the signed Order of Nonsuit to our offices in the enclosed self-addressed stamped envelope.

As always, your professional courtesy is greatly appreciated. Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Sincerely,

Enclosures

RAUSCH, STURM, ISRAEL, ENERSON & HORN, LLC

cc:

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

I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit I / Letter on file in my office in Cause No. CV3-12-1841. This the 17th day of July, 2012.

Suzie Merkley
Justice of the Peace

1393465

2012 MAY -8 AM 6:40

JUSTICE OF THE PEACE
TARRANT COUNTY

CERTIFICATE OF SERVICE

This is to certify that on May 7, 2012, a true and correct copy of the foregoing Notice was served on Defendant and/or Defendant's counsel of record, WENDY MCCOLLUM, 120 ASHLEY LN, LAKESIDE TX 76108-9491 in the manner indicated below:

JUSTICE OF THE PEACE
2012 MAY -8 AM 6:40

- ☐ via regular mail;
- ☐ via certified mail # _____;
- ☐ via signature confirmation # _____;
- ☐ via overnight delivery tracking # _____;
- ☐ via facsimile at fax # _____; and/or
- ☐ via hand delivery _____.

[Signature]
MICHAEL R. CASTRO, SBN 24065025
SHAUN G. BROWN, SBN 24068023
SEUNG W. CHAE, SBN 24047837
TIMOTHY A. GASAWAY, SBN 24012684
JEFFREY S. KRAMER, SBN 24057950
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15851 N. Dallas Parkway, Suite 245
ADDISON TX 75001
Toll Free - (877) 689-7966 Fax - Dallas (877) 492-5185
ATTORNEY FOR PLAINTIFF

Court Original



I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Exhibit 1 / Certificate of Service on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.

[Signature]
Justice of the Peace

Case No. CV3-12-1841CAPITAL ONE BANK (USA), N.A.
Plaintiff

In the Justice Court PR 3

v.

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§
§

of

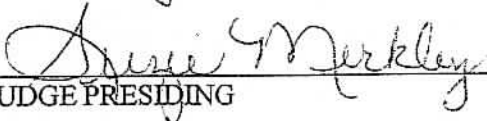
PARKER County Texas

Defendant(s).

ORDER GRANTING NOTICE OF NON-SUIT

On the date shown below, the Court considered Plaintiff's Notice of Nonsuit of all claims without prejudice in the above-styled lawsuit. Having considered Plaintiff's Notice of Nonsuit, the Court hereby ORDERS that Plaintiff's claims against Defendant be nonsuited without prejudice as to re-filing of same.

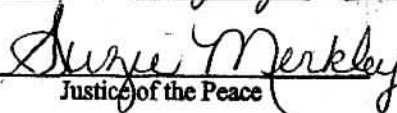
It is therefore ORDERED that Plaintiff's lawsuit be nonsuited without prejudice as to re-filing, that the above-styled and numbered cause is hereby dismissed without prejudice, and that all costs of Court be taxed against the party incurring same.

SIGNED on this 15 day of May, 2012

 JUDGE PRESIDING

Court Original



I, Suzie Merkley, Justice of the Peace, Precinct 3, Parker County, hereby certify that the foregoing is a true, correct and full copy of the Order Granting Non-Suit on file in my office in Cause No. CV3-12-1841.
This the 17th day of July, 2012.


 Justice of the Peace