

Cause No. 14-0676-CC4

CACH, LLC,
Plaintiff

vs.

JAMES T FLANNIGAN
Defendant

§ IN THE COUNTY COURT
§
§
§ AT LAW NUMBER 4
§
§
§ WILLIAMSON COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND PLAINTIFF'S FIRST REQUESTS FOR
ADMISSIONS, FIRST SET OF INTERROGATORIES, AND FIRST REQUEST FOR
PRODUCTION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff CACH, LLC complains of Defendant JAMES T FLANNIGAN and would respectfully show the following:

PARTIES

1. Plaintiff is a foreign Limited Liability Company, according to the laws of the State of Colorado. Plaintiff may be contacted through its undersigned attorney of record.
2. Defendant one is an individual and may be served by citation at 12505 SHASTA LN, AUSTIN, TX 78729, WILLIAMSON COUNTY, or at another location where they may be served.

DISCOVERY

3. Discovery will be conducted at Level 1 per Texas Rules of Civil Procedure using the attached Request for Admissions, Interrogatories and Request for Production.

REQUEST FOR DISCLOSURE

4. Plaintiff requests Disclosure per Texas Rules of Civil Procedure 192.3.

FILED
at 1:50 o'clock P M
MAY 14 2014
Nancy E. Ruster
County Clerk, Williamson Co., TX

VENUE

5. Venue of this action is proper in the county named above because Defendant is an individual believed to be residing in said county at the time of commencement of suit.

6. AMOUNT IN CONTROVERSY

The amount in controversy is under \$100,000.00 including actual damages, interest, and costs of court.

FACTS

7. FIA CARD SERVICES A WHOLLY OWNED SUBSIDIARY OF BANK OF AMERICA CORPORATION ("the Issuer") issued a credit card in Defendant's name under its account number XXXXXXXXXXXXX6383. Defendant received and used (or authorized the use of) the card and thereby became obligated to pay for the charges incurred with this credit card.

8. On or about 30 days after 12/27/2011 Defendant defaulted on the obligation to make monthly payments on the credit card account, and the card was subsequently canceled. The entire balance on the credit card account is presently due and payable in full.

9. The credit card account was charged off to profit and loss by the Issuer. The account has been sold to Plaintiff. The total account balance purchased by Plaintiff was \$16,025.97. Since Plaintiff's purchase of the Account Defendant has made payments totaling \$0.00

CAUSE OF ACTION – BREACH OF CONTRACT

10. The issuance of a credit card constitutes the offer of a contract. 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. *See Texas Business and Commerce Code §26.02(a)(2)(A), Winchek v. Am. Express Travel Related Servs. Co., 232 S.W.3d 197, 204*

(Tex. App.—Houston [1st Dist.] 2007, no. pet.), and *Ainsworth v. CACH, LLC*, No. 14-11-00502-CV, Tex. App.—Houston [14th Dist.], pet. ref'd, n.r.e. 2012).

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

12. The Issuer sent to Defendant monthly bills reflecting, *inter alia*, all charges incurred with the credit card, the monthly payment due, and the total balance due. To the best of Plaintiff's knowledge and belief Defendant did not ever send to the Issuer any disputes of the monthly bills or the charges reflected thereon. Defendant was required to submit any disputes of the charges set forth in such statement, in writing, within sixty days from the date of the statements. Defendant failure to submit such disputes constitutes an admission of the account balance.

13. Defendant defaulted in the payment obligation on the credit card. Such breach of contract proximately caused the Issuer damages in the amount of the remaining balance due on the credit card. That obligation has been assigned to Plaintiff, who is the party entitled to enforce the contract and receive payment of the credit card unpaid balance. See *Monroe v. Unifund CCR Partners*, 01-09-001-01-CV (Tex. App.—Houston [1st Dist] 2010), citing *Gulf Ins. Co. v. Burns Motors Inc.*, 22 S.W.3d 417, 420 (Tex. 2000).

14. Defendant is presently indebted to Plaintiff in the amount of \$16,025.97, that being the balance due through the date the account was sold to Plaintiff, which includes contractual interest of \$0 at the rate provided for in the Issuer's contract with Defendant. Plaintiff seeks

judgment for such sums, together with post-judgment interest at the maximum rate allowed by law.

ACCOUNT STATED

15. In the alternative, and without waiving the foregoing, Plaintiff asserts that Defendant's use of the credit card to purchase goods and services represented a periodic account, for which the Issuer generated regular monthly statements. Defendant is liable to Plaintiff, the assignee of the account, for the account balance, together with interest thereon at the rate allowed by law. See *Neil v. Agrus*, 693 S.W.2d 604 (Tex. App.—Houston [14th Dist.] 1985, no writ), and *Magnuson v. Citibank (South Dakota) N.A.*, 2-06-465-CV (Tex. App.—Fort Worth 2nd Dist. 2008).

CONDITIONS PRECEDENT

16. Through its undersigned attorney Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be summoned to appear and answer, and that upon final hearing, Plaintiff have judgment against Defendant for:

- a. \$16,025.97, which is the balance due on the credit card as of the date of Plaintiff's filing of this Petition;
- b. post-judgment interest at the maximum rate allowed by law;
- c. all costs of court; and
- d. All such other and further relief to which Plaintiff may be justly entitled, both in equity and in law.


Respectfully submitted,

By: 

RICHARD E. CLARK
State Bar No. 00785765
FALLON HAMILTON
State Bar No. 24059202
SHAUN G. BROWN
State Bar No. 24068023
3030 S. Gessner, Suite 200
Houston, Texas 77063
Phone: (713) 782-2700
FAX: (713) 782-9664
rclark@rclegal.net
fhamilton@rclegal.net
sbrown@rclegal.net
ATTORNEYS FOR PLAINTIFF,
CACH, LLC

CERTIFICATE OF SERVICE

Pursuant to the Texas Rules of Civil Procedure, I hereby certify that a true and correct copy of this document was sent to all parties of record via hand delivery, or regular mail, or via certified mail, return receipt requested, or by facsimile transmission on the 27 day of April, 2014.



Richard E. Clark
Fallon Hamilton
Shaun G. Brown

Cause No.

CACH, LLC,
Plaintiff

vs.

JAMES T FLANNIGAN,
Defendant

§ IN THE COUNTY COURT
§
§
§ AT LAW NUMBER
§
§
§ WILLIAMSON COUNTY, TEXAS

PLAINTIFF'S FIRST REQUESTS FOR ADMISSIONS, FIRST SET OF INTERROGATORIES,
AND FIRST REQUEST FOR PRODUCTION

To: JAMES T FLANNIGAN, Defendant, 12505 SHASTA LN, AUSTIN, TX 78729,
WILLIAMSON COUNTY .

Pursuant to Rules 196, 197, and 198 of the Texas Rules of Civil Procedure, you are to answer and respond to the attached Requests for Admissions ("RFAs"), Interrogatories, and Requests for Production ("RFPs") separately, fully, and in writing. You should deliver a true copy of your answers and responses to the undersigned attorney by the deadlines stated below.

Instructions Regarding Requests for Admissions

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, you are requested to admit the truth of each of the matters stated below..

You are to respond to each of the following requests in writing within thirty (30) days after service, by delivering or causing to be delivered to the undersigned attorney a statement admitting or denying specifically, in good faith, each matter of which an admission is requested, or stating in detail the reason(s) you cannot truthfully admit or deny the matter.

Please note that if after you submit your responses to these requests for admissions, you learn that any such response was either incomplete when made, or, although complete and correct when made, is no longer complete and correct, you must amend or supplement your response reasonably promptly after you discover the necessity for such an amendment or supplementation. Plaintiff will object at trial or any hearing to your use or attempted use of any evidence that is inconsistent with matters that you have admitted or that you have failed to deny on a timely basis.

Instructions Regarding Interrogatories

Pursuant to Rule 197 of the Texas Rules of Civil Procedure, you are to answer the attached interrogatories separately, fully, in writing, and under oath. You should deliver a true copy of your answers to the undersigned attorney within thirty (30) days after the date of service of these interrogatories. To the extent that may be required by the applicable rules of procedure and

evidence you are hereby notified that Plaintiff intends to use any and all answers to the attached interrogatories as evidence at trial or any other hearing in this case.

Please note that if after you submit your responses to these interrogatories, you learn that any such response was either incomplete when made, or, although complete and correct when made, is no longer complete and correct, you must amend or supplement your response reasonably promptly after you discover the necessity for such an amendment or supplementation. Any amended or supplemental response made less than thirty days before trial will be presumed not to have been made reasonably promptly. A failure to make, amend, or supplement a response in a timely manner may result in your not being able to introduce into evidence the material or information not timely disclosed.

Instructions Regarding Requests for Production

As to each Request for Production set forth below, the requested items are to be produced and delivered to the undersigned attorney at the offices of Richard Clark, 3030 S. Gessner Dr., Suite 200, Houston, Texas 77063, for inspecting, copying or photographing pursuant to Rule 196 of the Texas Rules of Civil Procedure. These requests apply to all described documents and tangible things over which Defendant has possession, custody, or control, and production is to be made within thirty (30) days after the date of service of these requests. All original documents produced and identified as such shall be returned to Defendant within thirty days following receipt thereof. In connection with these requests you are instructed that the phrase "possession, custody or control" has the meaning set forth in the Definitions section below.

Privileged Documents: If you withhold any documents based upon a claim of privilege you are to provide a log of such documents, listing them by date, title (or description if untitled), author, and the specific privilege asserted.

Lost, Discarded or Destroyed Documents: If any document requested herein has been lost, discarded, or destroyed, please identify such document by providing the following information in your response:

1. Description of document.
2. Date of disposal or loss.
3. Manner of loss.
4. Reason for disposal or explanation of loss.
5. Person authorizing disposal.
6. Persons having knowledge of disposal or loss.
7. Person disposing of document.


Authentication and Use at Hearings and Trial: You are hereby notified that all documents produced in response to this request will be used in any pretrial proceeding and at trial.



RICHARD E. CLARK
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FALLON HAMILTON
State Bar No. 24059202
SHAUN G. BROWN
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fhamilton@rclegal.net
sbrown@relegal.net
ATTORNEYS FOR PLAINTIFF,
CACH, LLC

CERTIFICATE OF SERVICE

Pursuant to the Texas Rules of Civil Procedure, I hereby certify that a true and correct copy of this document was sent to all parties of record via hand delivery, or via certified mail, return receipt requested, or by facsimile transmission on the 28 day of April, 2014.



Richard E. Clark
Fallon Hamilton
Shaun G. Brown

DEFINITIONS

- A. "You", "Your", or "Defendant" refers to JAMES T FLANNIGAN, the Defendant.
- B. "Plaintiff" refers to CACH, LLC and encompasses any person, employee, or other entity authorized to act on Plaintiff's behalf.
- C. "Communication" shall include, but is not limited to, any oral communications, correspondence, memoranda, reports, records and/or recordings of telephone calls and reports of meetings.
- D. "Account", "card", "credit card", "credit card debt", "debt", and/or "credit card account" means the FIA CARD SERVICES A WHOLLY OWNED SUBSIDIARY OF BANK OF AMERICA CORPORATION credit card account, account number XXXXXXXXXXXXX6383, that the Plaintiff contends the Defendant accepted, received, and/or was used by the Defendant.
- E. "Charge off date" means the date the Account was classified as a bad debt by Issuer.
- F. "Issuer" refers to FIA CARD SERVICES A WHOLLY OWNED SUBSIDIARY OF BANK OF AMERICA CORPORATION.
- G. "Document" means all written, typed or printed matter and all magnetic, electronic, or other records or documentation of any typed or kind. This definition is intended to encompass any type of thing subject to production under the Texas Rules of Civil Procedure. Without limitation, "document" includes: letters, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations, conferences, or interoffice communications, microfilm, bulletins, circulars, pamphlets, facsimiles, invoices, tape recordings, photographs, video tapes, films, and other graphical matters, as well as electronic mail messages, web pages, computer files, databases or other information stored in or accessible from a computer system, personal computer, or mobile device. The term further includes drafts and copies not identical to the originals, however produced or reproduced, and all versions of a document if the document has changed in content or appearance over time.
- H. "Possession, custody or control" of an item means that the person or his officer, director, agent, employee, representative, attorney, or other person acting on the person's behalf either has physical possession of the item or has a right to possession or access that is equal to or superior to the person who has physical possession of the item.
- I. "File" means any collection or group of documents maintained, held, stored, or used together, including without limitation, all collections of documents indexed, maintained, held, or stored in folders, notebooks, or other devices for accessing, storing, separating or organizing documents.
- J. "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 and successors in interest.

- K. "Relating to or relates to" means, without limitation, embodying, mentioning, or concerning, directly or indirectly, the subject matter identified in the request.
- L. "Concerning" means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting or constituting.
- M. "Communication" includes any oral, written, electronic, or other communication.
- N. "Date" means the exact date, month and year, if ascertainable, or if not the best possible approximation.
- O. "Mobile Devices" means cellular telephone, satellite telephone, pager, personal digital assistant, palm top, handheld, or laptop computer, electronic rolodex or other similar device that can be used to access, store or retrieve information.
- P. "Identify", when referring to a person, means you must state the person's:
- a. Full Name;
 - b. Present or last known residential address and telephone number; and
 - c. Present or last known work address and telephone number. Provided, that it is not necessary to state a person's address or telephone information more than once as long as subsequent identifications of the person are sufficient to associate the person with the previously supplied address and telephone information.
- Q. "Identify", when referring to a document, means you must either produce the document and refer to it by means of its identifying number in a sequential numbering system or other unique identifier or state the following:
- a. The nature (e.g. letter, handwritten note) of the document.
 - b. The title or heading that appears on the document
 - c. The date of the document
 - d. The identity of the author and/or signer of the document.
 - e. The identity of the recipient of the document.
 - f. The present location of the document and the identity of the person or persons who have custody of the document.
- R. "Credit bureau" means any person who, for compensation, gathers, records, and disseminates information relative to the creditworthiness, financial responsibility, paying habits, and other similar information regarding any person, for the purpose of furnishing consumer reports to third parties.

INTERROGATORIES AND REQUESTS

Interrogatory No. 1:

Identify all persons who participated in the preparation of the answers to these interrogatories.

RFA No. 1:

You applied for the credit card that is at issue in this lawsuit.

RFA No. 2:

You used the credit card to make purchases or obtain extensions of credit.

Interrogatory No. 2:

If you contend or believe that venue of this action is not proper in the county in which this suit was filed state the factual basis of any such contention or belief.

RFA No. 3:

The credit card was issued to Defendant.

RFA No. 4:

Defendant received the credit card.

RFA No. 5:

Defendant accepted the credit card.

Interrogatory No. 3:

If Defendant denies having received the credit card identify any persons whom Defendant believes may have received the credit card.

RFP No. 1:

If Defendant denies having received the credit card please produce all correspondence between Issuer and Defendant.

RFP No. 2:

If Defendant denies having received the credit card please produce Defendant checking account records for the period from December, 2010 through December, 2011.

Interrogatory No. 4:

If Defendant denies having used the credit card identify any persons whom Defendant believes may have used the credit card and state whether each such person was authorized by Defendant to use the credit card.

Interrogatory No. 5:

If Defendant denies having accepted each/any advance on the credit card, identify each advance or charge on the credit card that Defendant disputes.

RFA No. 6:

Until at least the charge off date Issuer sent to Defendant on a monthly basis a statement of charges and balance due on the Account.

RFP No. 3:

Please produce all billing statements from Issuer to Defendant.

Interrogatory No. 6:

If Defendant has refused to admit RFA No. 6 state the factual basis of any such refusal to admit.

RFA No. 7:

Defendant did not, within sixty days of the date of any billing statement on the Account, send to Issuer a written dispute of the billing statement.

RFP No. 4:

Please produce true copies all correspondence from Defendant to Issuer disputing any billing statement on the Account, together with proof of sending and receipt of such correspondence.

RFA No. 8:

Defendant has failed to repay all of the advances made by Issuer on the Account.

RFP No. 5:

If Defendant has refused to admit RFA No. 8 produce true copies of all payments made on the Account.

RFA No. 9:

The balance due, owing, and unpaid on the Account, after allowing all just and lawful payments, credits and offsets was \$16,025.97 as of 06/14/2012.

Interrogatory No. 7:

If Defendant has refused to admit RFA No. 9 state the balance that Defendant believes to have been due on the Account as of 06/14/2012 and explain how such balance was calculated.

RFA No. 10:

Defendant has made no payments on the Account since 06/14/2012

Interrogatory No. 8:

If Defendant has refused to admit RFA No. 10 state the date and amount of each payment that Defendant has made on the Account since 06/14/2012

RFP No. 6:

If you have refused to admit RFA No. 10 produce true copies of all documents on which you base your refusal to admit.

RFA No. 11:

At least forty-five days prior to the date on which you were served with the Original Complaint in this case you received a letter from Plaintiff's attorneys requesting payment of the Account.

RFA No. 12:

Plaintiff is presently the owner of the Account.

Interrogatory No. 9:

If you have refused to admit RFA No. 12 state the facts on which you base your refusal to admit.

RFA No. 13:

Defendant is indebted to Plaintiff for the amounts asserted in Plaintiff's Original Complaint in this case.

Interrogatory No. 10:

If you have refused to admit RFA No. 13 state the facts on which you base your refusal to admit.

RFP No. 7:

If you have refused to admit RFA No. 13 produce true copies of all documents on which you base your refusal to admit.

Interrogatory No. 11:

If Defendant contends or believes that the debt that is the subject of this suit is the obligation of any person or entity other than Defendant, identify such other persons or entities and state the facts on which that contention or belief is based.

RFP No. 8:

If Defendant contends or believes that the debt that is the subject of this suit is the obligation of any person or entity other than Defendant, please produce the documents on which any such contention or belief is based.

RFA No. 14:

Defendant is not entitled to any setoff for sums unconnected with payments that have been made by or on behalf of Defendant.

Interrogatory No. 12:

If you have refused to admit RFA No. 14 state the facts on which you base your refusal to admit.

RFP No. 9:

If you have refused to admit RFA No. 14 produce true copies of all documents on which you base any assertion of a set-off.

Interrogatory No. 13:

Identify all persons whom you intend to call as witnesses at trial, other than rebuttal or impeaching witnesses the necessity of whose testimony cannot reasonably be anticipated before trial.

Interrogatory No. 14:

Identify all persons whom you may call as expert witnesses at trial and state the subject matter of each such person's anticipated testimony and the opinions of each such person concerning the subject matter of this litigation.

RFP No. 10:

With regard to each expert identified in response to Interrogatory No. 13 please produce:

- a. the expert's resume or curriculum vitae;
- b. all non-privileged notes pertaining to the expert's opinions in this action;
- c. any reports prepared by such expert;
- d. all documents and materials reviewed or relied upon by such expert in preparing the report; and
- e. all correspondence between you or your attorneys and each such expert.

RFP No. 11:

With regard to each person identified in response to Interrogatory No. 14 please produce:

- a. the person's resume or curriculum vitae;
- b. all notes of such person that were reviewed by any expert identified in response to Interrogatory No. 13;
- c. any reports prepared by such person that were reviewed by any expert identified in response to Interrogatory No. 13;
- d. all documents and materials reviewed or relied upon by such person in preparing any such report; and
- e. all correspondence between you or your attorneys and each such expert.

RFP No. 12:

Please produce all correspondence between Plaintiff (or any of its attorneys) and Defendant (or any of Defendant's attorneys).

RFP No. 13:

Please produce all correspondence between Issuer and Defendant.

RFP No. 14:

Please produce all statements of Plaintiff or any of its attorneys.

Interrogatory No. 15:

If you are disputing only a portion of the Account please identify which portions of the Account are disputed and which are not and state the reasons for any such disputes.

RFA No 15:

Defendant made a payment in the amount of \$400.00 to the original creditor on or about 12/27/2011 .

VERIFICATION FOR RESPONSES TO INTERROGATORIES

STATE OF TEXAS §
_____ COUNTY §

Before me, the undersigned notary party, on this _____ day of _____
2014 personally appeared _____, the affiant, a person whose identity is known
to me. After I administered an oath to affiant, affiant testified:

“My name is _____. I am capable of making this
verification. I have read the Interrogatories. The facts stated in it are
true and correct to the best of my knowledge.”

Signature of Affiant

SWORN TO ME, THE UNDERSIGNED AUTHORITY, ON THIS _____ DAY OF
_____, 2014.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____



JAMES T FLANNIGAN
 Account Number: 5450 9937 4150 6383
 February 26 - March 28, 2012

Account Information:
 www.bankofamerica.com

Mail billing inquiries to:
 Bank of America
 P.O. Box 982235
 El Paso, TX 79998-2235

Mail payments to:
 Bank of America
 P.O. Box 851001
 Dallas, TX 75285-1001

Customer Service:
 1.800.789.6701

(1.800.346.3178 TTY)

Payment Information

New Balance Total\$16,025.97
 Current Payment Due\$514.00
 Past Due Amount\$2,847.00

Total Minimum Payment Due.....\$3,361.00
 Payment Due Date.....4/24/12

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	33 years	\$41,149.09

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$15,668.45
 Payments and Other Credits.....0.00
 Purchases and Adjustments0.00
Fees Charged\$35.00
Interest Charged.....\$322.52

New Balance Total\$16,025.97

Total Credit Line.....\$15,000.00
 Cash Credit Line\$4,500.00
 Statement Closing Date3/28/12
 Days in Billing Cycle32

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
03/24	03/24	Fees LATE FEE FOR PAYMENT DUE 03/24 TOTAL FEES FOR THIS PERIOD	5668		35.00	\$35.00
03/28	03/28	Interest Charged Interest Charged on Purchases			322.52	
03/28	03/28	Interest Charged on Balance Transfers			0.00	
03/28	03/28	Interest Charged on Dir Dep&Chk CashAdv continued on next page...			0.00	

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

23 0160259700336100000400000005490993741596383

BANK OF AMERICA
 P.O. BOX 851001
 DALLAS, TX 75285-1001

JAMES T FLANNIGAN
 12505 SHASTA LN
 AUSTIN TX 78729-3532

Account Number: 5450 9937 4150 6383

New Balance Total.....\$16,025.97
 Total Minimum Payment Due3,361.00
 Payment Due Date04/24/12

Enter payment amount \$

Check here for a change of mailing address or phone numbers.
 Please provide all corrections on the reverse side.
 Mail this coupon along with your check payable to: Bank of America

⑆524022250⑆ 5450 9937 4150 6383

CUSTOMER TIPS FOR DISPUTED ITEMS

Many times disputed charges are legitimate charges that customers may not recognize or remember. Before disputing a charge, we recommend that you verify a few things and make every effort to resolve the dispute with the merchant. Often the merchant can answer your questions and easily resolve your dispute. The merchant's phone number may be located on your receipt or billing statement.

• Has a credit posted to your account?

Please allow up to 30 days from the date on your credit voucher or acknowledgement letter for the merchant credit to post.

• Is the charge or amount unfamiliar?

Check with other persons authorized to use the account to make sure they did not make the charge. It is possible that the merchants' billing names and store names are different or amounts can easily be confused with similar charges or include tips.

One way to check for the credits or to view transaction details is to look at your account statements online. If you are not enrolled in **Online Banking**, it is easy to enroll using the web address on the front of your statement or give us a call.

Please remember: If you find an error on your bill, you must notify us no later than 60 days after we sent your first statement on which the error or problem appeared to preserve your billing rights.



ONLINE

Online Banking is available 24 hours a day, 7 days a week and allows you to view the most recent activity on your account.



PHONE

1.866.266.0212

For prompt service, please have the merchant reference number(s) available for the charge(s) in question.



MAIL

Attn: Billing Inquiries PO Box 982235, El Paso, TX 79908

When writing, please include **Your Name, Account Number, the Disputed Amount, Merchant Name, Transaction Date, and reference number** of the disputed item and specific details regarding your dispute, including dates of contact with the merchant and the merchant's response in each instance. Please include all supporting documentation, including sales and credit vouchers, contract and postage return receipts as proof of any returns.

PAYING INTEREST

We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" — a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance; (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

YOUR CREDIT LINES

The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, Returned Payments, and applicable transaction fees.

MISCELLANEOUS

****Promotional Rate End Date:** This date is based on a future statement closing date. If you change your payment due date, this date could change. Transactions must meet offer conditions in order to qualify for the promotional rate.

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____



5400 6383
 February 26 - March 28, 2012
 Page 3 of 4

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
03/28	03/28	Interest Charged			0.00	
		Interest Charged on Bank Cash Advances				
		TOTAL INTEREST FOR THIS PERIOD				\$322.52

2012 Totals Year-to-Date	
Total fees charged in 2012	\$105.00
Total interest charged in 2012	\$898.20

Important Messages

Your statement balance exceeds the Total Credit Line. To ensure uninterrupted use of your account, please make a payment to bring your balance under the Total Credit Line. There is no fee for being over your Total Credit Line.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	23.24%V				\$15,829.55	\$322.52
Balance Transfers	23.24%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	24.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	25.24%V				\$ 0.00	\$ 0.00

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (rate may vary)

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.



JAMES T FLANNIGAN
 Account Number [REDACTED] 3383
 November 27 - December 28, 2011

Account Information:
 www.bankofamerica.com

Mail billing inquiries to:
 Bank of America
 P.O. Box 982235
 El Paso, TX 79998-2235

Mail payments to:
 Bank of America
 P.O. Box 851001
 Dallas, TX 75285-1001

Customer Service:
 1.800.789.6701

(1.800.346.3178 TTY)

Payment Information

New Balance Total\$15,022.77
 Current Payment Due\$490.00
 Past Due Amount\$1,409.00

Total Minimum Payment Due.....\$1,899.00
 Payment Due Date.....1/24/12

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	33 years	\$41,038.56

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$15,078.66
 Payments and Other Credits.....-400.00
 Purchases and Adjustments0.00
Fees Charged\$35.00
Interest Charged.....\$309.11

New Balance Total\$15,022.77

Total Credit Line.....\$15,000.00
 Cash Credit Line\$4,500.00
 Statement Closing Date12/28/11
 Days in Billing Cycle32

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
12/24	12/27	Payments and Other Credits PAYMENT - NET ACCESS	0050		-400.00	-\$400.00
12/24	12/24	Fees LATE FEE FOR PAYMENT DUE 12/24 TOTAL FEES FOR THIS PERIOD	5078		35.00	\$35.00
12/28	12/28	Interest Charged Interest Charged on Purchases			309.11	
12/28	12/28	Interest Charged on Balance Transfers continued on next page...			0.00	

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

23 0150227700189900000400000005490993741596383

BANK OF AMERICA
 P.O. BOX 851001
 DALLAS, TX 75285-1001

JAMES T FLANNIGAN
 12505 SHASTA LN
 AUSTIN TX 78729-3532

Account Number [REDACTED] 6383

New Balance Total\$15,022.77
 Total Minimum Payment Due1,899.00
 Payment Due Date01/24/12

Enter payment amount \$

Check here for a change of mailing address or phone numbers.
 Please provide all corrections on the reverse side.
 Mail this coupon along with your check payable to: Bank of America

15240222501 [REDACTED] 383

CUSTOMER TIPS FOR DISPUTED ITEMS

Many times disputed charges are legitimate charges that customers may not recognize or remember. Before disputing a charge, we recommend that you verify a few things and make every effort to resolve the dispute with the merchant. Often the merchant can answer your questions and easily resolve your dispute. The merchant's phone number may be located on your receipt or billing statement.

- **Has a credit posted to your account?**
Please allow up to 30 days from the date on your credit voucher or acknowledgement letter for the merchant credit to post.
- **Is the charge or amount unfamiliar?**
Check with other persons authorized to use the account to make sure they did not make the charge. It is possible that the merchants' billing names and store names are different or amounts can easily be confused with similar charges or include tips.

One way to check for the credits or to view transaction details is to look at your account statements online. If you are not enrolled in **Online Banking**, it is easy to enroll using the web address on the front of your statement or give us a call.

Please remember: If you find an error on your bill, you must notify us no later than 60 days after we sent your first statement on which the error or problem appeared to preserve your billing rights.



ONLINE

Online Banking is available 24 hours a day, 7 days a week and allows you to view the most recent activity on your account.



PHONE

1.866.266.0212

For prompt service, please have the merchant reference number(s) available for the charge(s) in question.



MAIL

Attn: Billing Inquiries PO Box 982235, El Paso, TX 79998

When writing, please include **Your Name, Account Number, the Disputed Amount, Merchant Name, Transaction Date, and reference number** of the disputed item and specific details regarding your dispute, including dates of contact with the merchant and the merchant's response in each instance. Please include all supporting documentation, including sales and credit vouchers, contract and postage return receipts as proof of any returns.

PAYING INTEREST

We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" — a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance; (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

YOUR CREDIT LINES

The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, Returned Payments, and applicable transaction fees.

MISCELLANEOUS

****Promotional Rate End Date:** This date is based on a future statement closing date. If you change your payment due date, this date could change. Transactions must meet offer conditions in order to qualify for the promotional rate.

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____



Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Interest Charged				
12/28	12/28	Interest Charged on Dir Dep&Chk CashAdv			0.00	
12/28	12/28	Interest Charged on Bank Cash Advances			0.00	
		TOTAL INTEREST FOR THIS PERIOD				\$309.11

2011 Totals Year-to-Date	
Total fees charged in 2011	\$329.47
Total interest charged in 2011	\$3,459.22

Important Messages

Your statement balance exceeds the Total Credit Line. To ensure uninterrupted use of your account, please make a payment to bring your balance under the Total Credit Line. There is no fee for being over your Total Credit Line.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	23.24%V				\$15,171.32	\$309.11
Balance Transfers	23.24%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	24.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	25.24%V				\$ 0.00	\$ 0.00

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (rate may vary)

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.



JAMES T FLANNIGAN
 Account Number: ~~XXXXXXXXXX~~ 6383
 September 28 - October 28, 2011

Account Information:
 www.bankofamerica.com

Mail billing inquiries to:
 Bank of America
 P.O. Box 982235
 El Paso, TX 79998-2235

Mail payments to:
 Bank of America
 P.O. Box 851001
 Dallas, TX 75285-1001

Customer Service:
 1.800.789.6701

(1.800.346.3178 TTY)

Payment Information

New Balance Total\$14,768.45
 Current Payment Due\$475.00
 Past Due Amount\$877.00

Total Minimum Payment Due.....\$1,352.00
 Payment Due Date.....11/24/11

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.99%.

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

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	33 years	\$41,349.90

If you would like information about credit counseling services, call 1-866-300-5238.

Account Summary

Previous Balance\$14,937.27
 Payments and Other Credits.....-500.00
 Purchases and Adjustments0.00
Fees Charged**35.00**
Interest Charged.....**296.18**

New Balance Total\$14,768.45

Total Credit Line.....\$15,000.00
 Cash Credit Line\$4,500.00
 Statement Closing Date10/28/11
 Days in Billing Cycle31

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
	10/24	Payments and Other Credits PAYMENT - NET ACCESS	5951		-500.00	-\$500.00
10/24	10/24	Fees LATE FEE FOR PAYMENT DUE 10/24 TOTAL FEES FOR THIS PERIOD	4437		35.00	\$35.00
10/28	10/28	Interest Charged Interest Charged on Purchases			296.18	
10/28	10/28	Interest Charged on Balance Transfers <small>continued on next page...</small>			0.00	

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

23 0147684500135200000500000005490993741596383

BANK OF AMERICA
 P.O. BOX 851001
 DALLAS, TX 75285-1001

JAMES T FLANNIGAN
 12505 SHASTA LN
 AUSTIN TX 78729-3532

Account Number: ~~XXXXXXXXXX~~ 6383

New Balance Total.....\$14,768.45
 Total Minimum Payment Due.....1,352.00
 Payment Due Date11/24/11

Enter payment amount \$

Check here for a change of mailing address or phone numbers.
 Please provide all corrections on the reverse side.
 Mail this coupon along with your check payable to: Bank of America

⑆ 5240 22250⑆ 15933741596383⑆

CUSTOMER TIPS FOR DISPUTED ITEMS

Many times disputed charges are legitimate charges that customers may not recognize or remember. Before disputing a charge, we recommend that you verify a few things and make every effort to resolve the dispute with the merchant. Often the merchant can answer your questions and easily resolve your dispute. The merchant's phone number may be located on your receipt or billing statement.

- **Has a credit posted to your account?**
Please allow up to 30 days from the date on your credit voucher or acknowledgement letter for the merchant credit to post.
- **Is the charge or amount unfamiliar?**
Check with other persons authorized to use the account to make sure they did not make the charge. It is possible that the merchants' billing names and store names are different or amounts can easily be confused with similar charges or include tips.

One way to check for the credits or to view transaction details is to look at your account statements online. If you are not enrolled in **Online Banking**, it is easy to enroll using the web address on the front of your statement or give us a call.

Please remember: If you find an error on your bill, you must notify us no later than 60 days after we sent your first statement on which the error or problem appeared to preserve your billing rights.



ONLINE

Online Banking is available 24 hours a day, 7 days a week and allows you to view the most recent activity on your account.



PHONE

1.866.266.0212

For prompt service, please have the merchant reference number(s) available for the charge(s) in question.



MAIL

Attn: Billing Inquiries PO Box 982235, El Paso, TX 79998

When writing, please include **Your Name, Account Number, the Disputed Amount, Merchant Name, Transaction Date, and reference number** of the disputed item and specific details regarding your dispute, including dates of contact with the merchant and the merchant's response in each instance. Please include all supporting documentation, including sales and credit vouchers, contract and postage return receipts as proof of any returns.

PAYING INTEREST

We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases):

We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances):

We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" — a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance; (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

PAYMENTS

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days.

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

TOTAL INTEREST CHARGE COMPUTATION

Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

YOUR CREDIT LINES

The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, Returned Payments, and applicable transaction fees.

MISCELLANEOUS

****Promotional Rate End Date:** This date is based on a future statement closing date. If you change your payment due date, this date could change. Transactions must meet offer conditions in order to qualify for the promotional rate.

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a tradename of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____



Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Interest Charged				
10/28	10/28	Interest Charged on Dir Dep&Chk CashAdv			0.00	
10/28	10/28	Interest Charged on Bank Cash Advances			0.00	
		TOTAL INTEREST FOR THIS PERIOD				\$296.18

2011 Totals Year-to-Date	
Total fees charged in 2011	\$259.47
Total interest charged in 2011	\$2,874.90

Important Messages

Thank you for being a valued customer. We have not received your payment. Please make your payment today or if you need assistance, please contact us at the number listed above.

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	23.24%V				\$15,005.72	\$296.18
Balance Transfers	23.24%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	24.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	25.24%V				\$ 0.00	\$ 0.00

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (rate may vary)

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

CAUSE NO. 14-0676-CC4

CACH, LLC
VS.
JAMES T FLANNIGAN

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§
§
§
§

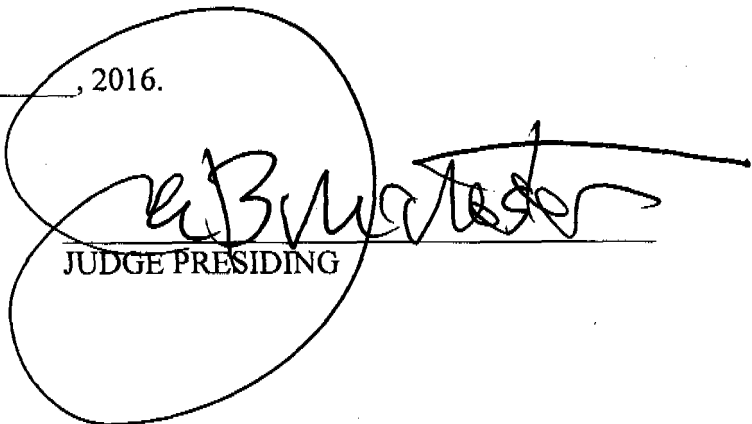
IN THE COUNTY COURT
AT LAW NUMBER FOUR OF
WILLIAMSON COUNTY, TEXAS

ORDER OF DISMISSAL FOR WANT OF PROSECUTION

On January 7, 2016, the above-entitled and numbered cause was called on the dismissal docket to be set for hearing or dismissed for want of prosecution, and, it appearing to the court that due notice of the time for calling such docket was given by the clerk. The Court is of the opinion that said cause should be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all pending causes of action be, and the same is hereby, dismissed.

SIGNED 11/11, 2016.


JUDGE PRESIDING

FILED
at 11:10 o'clock A M
JAN 11 2016
Nancy E. Roster
Clerk of Court Williamson Co., TX