IN THE COUNTY COURT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CASE NO:

BANK OF AMERICA, N.A.

Plaintiff,

vs.

GHADA MAGHREBI

Defendant(s)
_____/

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, BANK OF AMERICA, N.A., through its undersigned counsel and sues the Defendants, GHADA MAGHREBI and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages that is within the jurisdictional limits of this Court, exclusive of costs.

2. Venue for this action is proper in this Court because the Defendant is a resident of this county.

3. All conditions precedent to the bringing of this action have occurred.

4. Plaintiff is a national banking association organized and existing under the laws of the United States of America and having its principal place of business in Charlotte, North Carolina.

5. Bank of America, N.A. ("BANA") is a wholly-owned subsidiary of Bank of America Corporation and the successor-in-interest to FIA Card Services, N.A., formerly known as MBNA America Bank, N.A. ("FIA"). FIA was merged into and under the charter and title of BANA effective October 1, 2014.

6. Defendant applied for and received a credit account, which is owned and administered by Plaintiff (the "Account").

7. Defendant used or authorized the use of the Account for the acquisition of goods, services, balance transfers or cash advances.

8. The terms and conditions of the agreement contain a choice of law provision that is applicable to this matter.

REDACTED PUBLICATION COPY | Personal information removed

COUNT I - ACCOUNT STATED

Plaintiff realleges the allegations contained in paragraphs 1 - 8 and further states:

9. Before the institution of this action Plaintiff and Defendant had business transactions between them.

10. In accordance with federal regulations, monthly periodic statements for the Account have been provided to the Defendant. Attached hereto and incorporated herein is a copy of the last periodic statement provided to Defendant prior to charge-off.

11. Based on Plaintiff's records, there are no unresolved billing disputes related to the Account as to the last periodic statement nor any prior statements.

12. Defendant failed to make periodic payments and the Account was subsequently charged-off. The entire balance on the Account is owed to Plaintiff and is presently due and payable in full.

13. The current Account balance is $5,280.00, which includes any applicable payments and credits. The Account is not accruing post charge-off interest.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, GHADA MAGHREBI in the principal amount due of $5,280.00 plus court costs and other relief to be determined by the Court.

COUNT II – BREACH OF CONTRACT

Plaintiff realleges the allegations contained in paragraphs 1 - 8 and further states:

15. Plaintiff and Defendant(s) entered into an Agreement for the subject account.

16. Defendant(s) GHADA MAGHREBI, by use of the credit card, accepted the terms and conditions of the Agreement, which is attached hereto.

17. That Defendant(s) has breached the Agreement by failing to comply with the terms of the Agreement, specifically by failing to make timely payments when due.

18. Defendant(s) owes Plaintiff $5,280.00, which includes any applicable payments and credits.

19. Plaintiff has made demand on Defendant(s) for payment.

20. Defendant(s) have/has failed and refused to pay the sum due and owing Plaintiff.

21. The terms and conditions of the agreement contain a choice of law provision that is applicable to this matter.

REDACTED PUBLICATION COPY | Personal information removed

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, GHADA MAGHREBI in the principal amount due of $5,280.00 plus court costs and other relief to be determined by the Court.

HAYT, HAYT & LANDAU, P.L.
Attorneys for Plaintiff
14750 NW 77th Ct, Suite 100
Miami Lakes, FL 33016
(305) 661-6660

Dana M. Stern
FBN: 37092

BY:_____
Dana M. Stern □
Attorney Bar No: 0037092
Jason S. Dragutsky □
Attorney Bar No: 0757551

DESIGNATION OF EMAIL ADDRESS
eservice@haytfla.com

Please understand that this is an attempt to collect a debt and any information we obtain will be used for that purpose.

Our File #: 1234388

REDACTED PUBLICATION COPY | Personal information removed

BANK OF AMERICA

PO Box 15284
Wilmington, DE 19850-5284

Account ending [redacted]

Date
May 2025

GHADA MAGHREBI
[redacted]
TAMPA FL 33629-4719

Summary
Page **1** of 2

We're changing some terms of your Credit Card Agreement — here's what you need to know.

We're amending your Agreement due to some changes in our business practices, and to clarify some language. The changes are summarized here, and we've included an Amendment to your Credit Card Agreement with all the details. Please keep this document for your records. This information is also available in Online Banking.

Here's what's changing

Right to Refuse Payment
We added language to clarify our right to refuse any payment. We reserve the right to refuse any payment if that payment will create, or if the account already has, a credit balance as of the day we receive the payment.

Communication Revocation
There's a new way to revoke your consent to receive automatically dialed communications. In addition to writing to us, you can call us at the number that appears on your monthly statement.

Other Updates to Language
We removed any references to credit insurance and debt cancellation products, as we no longer offer those products. We also revised some language in the Agreement to make it easier to read.

Here's what else you need to know

We've included the annual *Privacy Notice*, which is also available in Mobile* and Online Banking. Go to *Accounts* then click on *Statements & Documents* and look in *Other Account Documents*.

Keep in mind, you may get more than one copy of this change in terms notice, as well as the annual *Privacy Notice*. We send separate notices for each account you have with us.

Thank you for being our client.

[redacted]Y-Y-N-N-X-E-N-0

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 4
REDACTED PUBLICATION COPY | Personal information removed

*Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

This credit card program is issued and administered by Bank of America, N.A. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Visa and Visa Signature are registered trademarks of Visa International Service Association and are used by the issuer pursuant to license from Visa U.S.A. Inc. Mastercard and World Mastercard are registered trademarks of Mastercard International Incorporated and are used by the issuer pursuant to license.

©2025 Bank of America Corporation

MAP7674126
29582/785102/27899A

[redacted]Y-Y-N-N-X-E-N-0

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 5

REDACTED PUBLICATION COPY | Personal information removed

AMENDMENT TO YOUR CREDIT CARD AGREEMENT

GHADA MAGHREBI

Account ending [redacted]

Date
May 2025

The Amendment to your Credit Card Agreement is outlined below. Please read this document carefully and keep it with your Credit Card Agreement. Except as amended, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

We are amending your Agreement because of changes in our business practices and because we want to clarify some language.

In the section titled **MISCELLANEOUS**, under **TELEPHONE CALLS: CALLING, MONITORING AND RECORDING**, we added a new way for you to revoke your consent to receive automatically dialed communication.

> **Communication Revocation:** If you do not want to receive automatically dialed communications for this account, including prerecorded messages or texts, as described above, you can (1) call us using the number that appears on your monthly statement; or (2) provide us with written notice revoking your prior consent. If you write to us, please include your name and mailing address as they appear on the account, and the last four digits of your account number. Your written notice must be sent to the address listed below.

Bank of America
P.O. Box 653064
Dallas, TX 75265-3064

EQUAL CREDIT OPPORTUNITY ACT NOTICE
The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Bank of America, N.A., 100 N. Tryon Street, Charlotte, N.C. 28255 is the Consumer Financial Protection Bureau, 1700 G Street NW, Washington DC 20552.

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 6
REDACTED PUBLICATION COPY | Personal information removed

Bank of America

Ghada Maghrebi
[redacted]
Tampa, FL 33629

Ghada Maghrebi

Credit card ending in [redacted]

Date
August 2015

Customer service
1.800.732.9194

Account information
bankofamerica.com

Summary page
Page **1** of 1

Manage your accounts
It's easy to set up monthly credit card payments online at bankofamerica.com

You may get more than one copy of this notice.
We will send a notice for each account you have with us.

We're changing some terms and updating the benefits of your credit card.

What you need to know

Fee changes we want to make you aware of:

- As of November 16, 2015, the transaction fee for **Overdraft Protection Cash Advances** will be $12. This fee applies only if you are currently enrolled in our optional Overdraft Protection service or choose to enroll in the future, and it applies to each linked checking account.

  You can reject the above change on or before November 15, 2015 by calling 1.866.300.5392. If you reject it, your account will be closed, and you'll need to continue making at least your minimum monthly payments until your balance is paid in full. All other changes in this notice will still apply.

- As of October 15, 2015, the **Late Fee** will be $27 if you haven't been late in the previous six billing cycles; the fee will be $38 if you have been late within the previous six billing cycles.

- As of October 15, 2015, if your payment is returned to us unpaid for any reason, you will be charged a **Returned Payment Fee** of $27.

Benefit updates:

Effective November 1, 2015, we are making some updates to our **credit card benefits** to reflect the ones customers are using the most. Your specific benefit updates are outlined below:

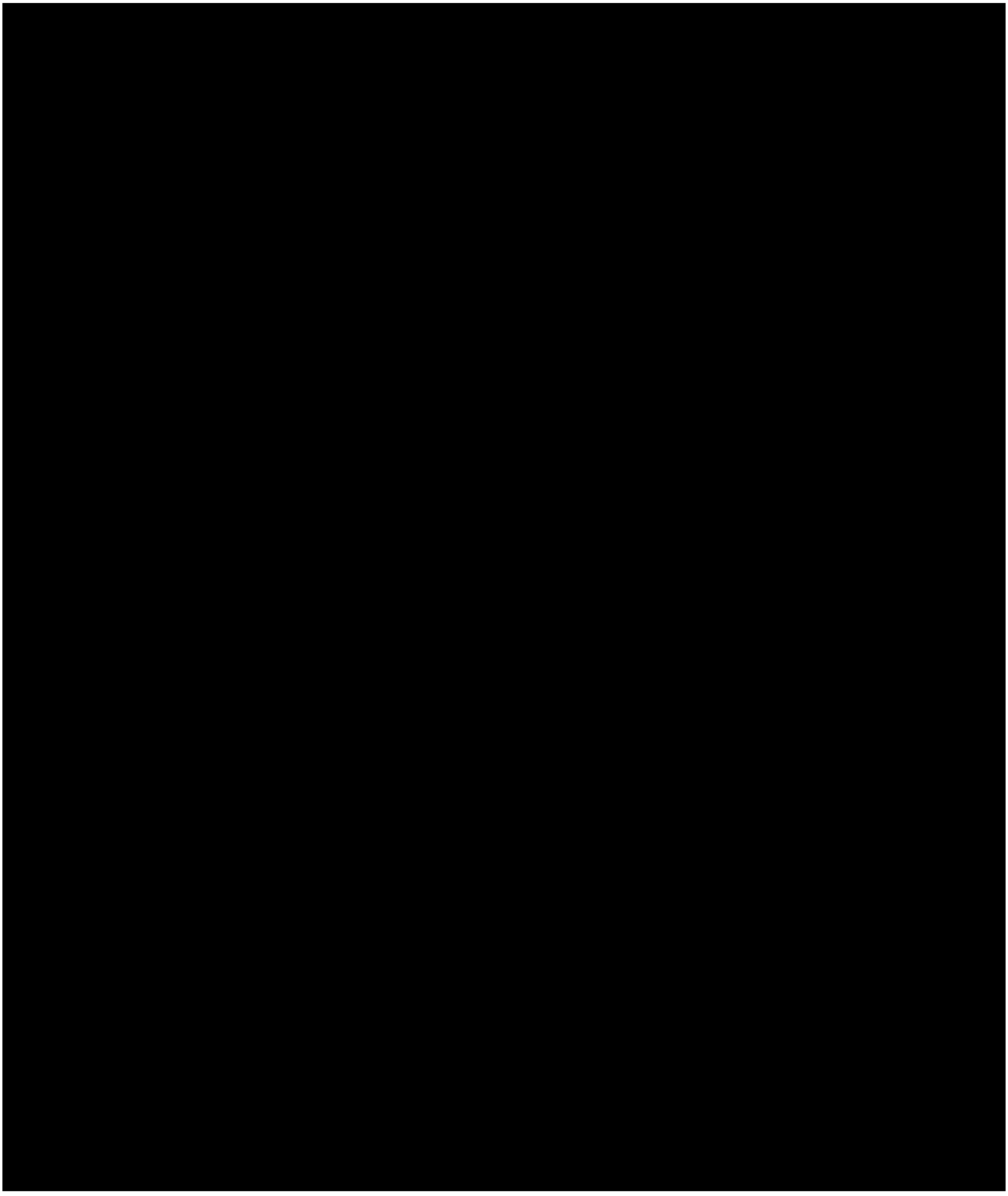
Going Away
MyConcierge℠
Ultimate Access®

Thank you for your business

For more details see the enclosed materials. If you have questions about these changes or to order a copy of your Benefits Guide, please call us at the number in the upper right corner of this notice.

MyConcierge is a service mark of LesConcierges, Inc. Ultimate Access is a registered trademark of Bank of America Corporation.
This credit card program is issued and administered by Bank of America, N.A.
Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation.
Bank of America, N.A. Member FDIC. © 2015 Bank of America Corporation.

REDACTED PUBLICATION COPY | Personal information removed



REDACTED PUBLICATION COPY | Personal information removed

Bank of America

Ghada Maghrebi

Credit card ending in [redacted]

Date
August 2015

Account information
bankofamerica.com

Important Change to Your Account Terms

The following is a summary of a change that we are making to your account terms. This change will take effect on November 16, 2015. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement.*

You have the right to reject the change to this transaction fee by calling us toll-free at 1.866.300.5392 by November 15, 2015. If you reject this change, your account will be closed, and you will need to continue to make your minimum monthly payments until your balance is paid in full.

Revised Terms as of November 16, 2015	
• Overdraft Protection	**$12** for each transaction

Important Changes to Your Account Terms

The following is an additional summary of changes that we are making to your account terms. These changes will take effect on October 15, 2015 and are not rejectable. For more information on these changes, see the enclosed *Amendments to Your Credit Card Agreement.*

These changes will go into effect even if you have rejected the change to the transaction fee above.

Revised Terms as of October 15, 2015	
Penalty Fees	
• Late Payment	Up to **$38**
• Returned Payment	Up to **$27**

REDACTED PUBLICATION COPY | Personal information removed

Bank of America

AMENDMENTS TO YOUR CREDIT CARD AGREEMENT

Ghada Maghrebi

Credit card ending in [redacted]

Date
August 2015

Account information
bankofamerica.com

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

We are making these changes because of a change in our business practices.

OVERDRAFT PROTECTION CASH ADVANCE FEE

Amendment to Your Credit Card Agreement:
Effective as of **November 16, 2015**, the Overdraft Protection Cash Advance Fee will be $12. This fee will be assessed if your linked Bank of America checking account is overdrawn by a total amount of $12 or greater after we finish processing for the day. This amendment modifies the following sections of your Credit Card Agreement: the Overdraft Protection row in the Account Summary Table; the Overdraft Protection Cash Advance entry under Transaction Fees; and the Overdraft Protection paragraph under Miscellaneous.

Rejection Instructions for Overdraft Protection Cash Advance Fee Amendment:
You have the right to reject this change. To reject you must meet the following requirements:

1. **Contact us.** Call us toll free at 1.866.300.5392 to reject this change.
2. **Deadline.** If we do not receive your rejection by **November 15, 2015**, your rejection will not be effective and the change in this notice will apply to your account as of the effective date.

Effect of Rejection: If you reject this Overdraft Protection Cash Advance Fee Amendment, it will not apply to your account; however, your account will be closed as of the date we process your rejection and you will need to continue making your minimum monthly payments until your balance is paid in full. As a reminder, if applicable, any accrued but unredeemed rewards or points will be forfeited upon account closure, and this account will no longer provide overdraft protection for linked deposit accounts.

LATE PAYMENT FEE

Amendment to Your Credit Card Agreement:
Effective as of **October 15, 2015,** a Late Fee of $27 will be assessed if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. If a Late Fee was assessed any time in the prior six billing cycles, then the amount of the Late Fee will be $38. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. This amendment modifies the following sections of your Credit Card Agreement: the Late Payment row in the Account Summary Table and the Late Fee entry under Account Fees.

RETURNED PAYMENT FEE

Amendment to Your Credit Card Agreement:
Effective as of **October 15, 2015,** a Returned Payment Fee equal to $27 will be assessed if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment). The Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee, and will never exceed the amount of the payment being returned. This amendment modifies the following sections of your Credit Card Agreement: the Returned Payment row in the Account Summary Table and the Returned Payment Fee entry under Account Fees.

[redacted]
6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 10
REDACTED PUBLICATION COPY | Personal information removed

ADDITIONAL CREDIT CARD AGREEMENT UPDATE

If you purchase lottery tickets in the United States with your credit card, it is now classified as a purchase and it is no longer subject to a transaction fee. The credit card agreement language which previously mentioned lottery tickets has been updated to:

> **Cash Equivalents:** by the purchase of foreign currency, money orders or travelers checks from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips, or bail bonds with your card or account number (including through the use of an enabled mobile device).

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Bank of America, N.A., 100 N. Tryon Street, Charlotte, NC 28255, is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

REDACTED PUBLICATION COPY | Personal information removed

Bank of America

Ghada Maghrebi
[redacted]
Tampa, FL 33629-4719

Ghada Maghrebi

Credit card ending [redacted]

Date
September 2013

Account information
bankofamerica.com

Customer service
1.800.732.9194

Summary Page
Page **1** of 2

Beginning in December 2013, some of the terms of your credit card are changing.

Please look below for a brief overview of what's changing in December. These changes will only affect you if your monthly payment is late, if you make certain types of transactions, or if you just make minimum monthly payments. For more detail about each change, see the enclosed materials.

What you need to know

Your Current Payment will now be at least $25, unless your balance is less than $25. The Current Payment is part of the minimum payment you must make every month. You can find your Minimum Payment Due on the first page of your credit card statement.

Transaction Fees for your most common credit card transactions aren't changing, but fees for the following less frequently used transactions are increasing:

- ATM Cash Advances
- Over the Counter (OTC) Cash Advances
- Wire Transfer Purchases
- Cash Equivalents
- Same-Day Online Cash Advances

The fee for these transactions will be 5% of the transaction amount or a minimum of $10 when the transaction amount is less than $200. You can see definitions of these transactions on page 2.

We're updating language in your card agreement to clarify how payments are applied and the use of your account with a smartphone or other mobile device.

How we can help

If you have questions about these changes or would like help with credit card payments or fee information, please call us at the number in the upper right corner of this notice. We're happy to help.

If you'd prefer not to accept the change to Transaction Fees, you can reject this change. If you choose to do so, we'll need to close your credit card account, and you'll need to continue making your minimum monthly payments until your balance is paid in full. Please call us at 1.866.300.5392 by December 13, 2013 if you'd like to reject this change and close your account.

You may get more than one copy of this notice.

Sorry for the extra paper, but to be safe, we send a notice for each account you have with us.

Want to make sure your payments are on time?

It's easy to set up monthly credit card payments online at bankofamerica.com or sign up for Alerts that remind you when your payment is due.

[redacted]

REDACTED PUBLICATION COPY | Personal information removed

More details about these changes

We're providing additional information below to make sure you understand how these changes affect your credit card account and to help you make informed decisions.

Understanding the change to your Current Payment

Even though we're raising the minimum amount of your Current Payment to $25, the way it's calculated isn't changing. Your Current Payment is still 1% of your balance, plus late fee and interest charges. Your Total Minimum Payment Due includes your Current Payment and all past due amounts.

For example, if you have a $1,000 balance and there are no late fees, then:

$ 10 (1% of $1,000 balance)
+ 12 (14.99% monthly interest)
$ 22 total

In this example, since the $22 total is less than $25, you would need to pay at least the $25 minimum payment due. Keep in mind that when your balance is less than $25, your minimum payment due will be less than $25 as well.

As always, Late Fees are never more than the Total Minimum Payment Due. However, because the minimum payment due is increasing, some of your Late Fees may be higher than they previously were. In any case, a Late Fee will never be more than $35.

Transactions with amended fees

See the attached *Amendments to Your Credit Card Agreement* for more about changes related to the following transaction types:

- **ATM Cash Advance** – the use of your credit card for a cash withdrawal from an automated teller machine.
- **Over the Counter (OTC) Cash Advance** – the use of your card or account number for transactions such as cash, money orders, wire transfers, or travelers checks from any financial institution; or cash from a non-financial institution.
- **Wire Transfer Purchase** – the use of your card or account number to purchase a wire transfer from a non-financial institution.
- **Cash Equivalents** – the use of your card or account number to purchase: foreign currency, money orders, or travelers checks from a non-financial institution; or person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds.
- **Same-Day Online Cash Advance** – a same-day online funds transfer from your credit card account to a deposit account.

This credit card program is issued and administered by FIA Card Services, N.A.
Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation.
© 2013 Bank of America Corporation

[redacted]

REDACTED PUBLICATION COPY | Personal information removed

Bank of America

Ghada Maghrebi

Credit card ending [redacted]

Date
September 2013

Account information
bankofamerica.com

Important Changes to Your Account Terms

The following is a summary of a change that we are making to your account terms. This change will take effect on December 14, 2013. You have the right to reject the change to Transaction Fees by calling us toll-free at 1.866.300.5392 by December 13, 2013. If you reject this change, your account will be closed, and you will need to continue to make your minimum monthly payments until your balance is paid in full. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement.*

Revised Terms as of December 14, 2013	
Transaction Fees:	
• ATM Cash Advance	**5%** of the amount of each transaction (Fee: Min. **$10**)
• Cash Equivalents	**5%** of the amount of each transaction (Fee: Min. **$10**)
• Over the Counter Cash Advance	**5%** of the amount of each transaction (Fee: Min. **$10**)
• Same-Day Online Cash Advance	**5%** of the amount of each transaction (Fee: Min. **$10**)
• Wire Transfer Purchase	**5%** of the amount of each transaction (Fee: Min. **$10**)

Total Minimum Payment Due

The following is a summary of a change that we are making to your account terms. This change will take effect on December 12, 2013 and will first apply to the payment due in January 2014. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement*.

The Current Payment portion of the Total Minimum Payment Due will not be less than $25 (previously $15) for a statement period, unless your balance is below $25. Your Current Payment is 1% of your balance, plus late fee and interest charges, unless that amount is less than $25. If that amount is less than $25, the Current Payment will be $25. Your Total Minimum Payment Due includes your Current Payment and all past due amounts.

[redacted]

REDACTED PUBLICATION COPY | Personal information removed

Bank of America

AMENDMENTS TO YOUR CREDIT CARD AGREEMENT

Ghada Maghrebi

Credit card ending [redacted]

Account information
bankofamerica.com

September 2013

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

TRANSACTION FEES

Amendment to Your Credit Card Agreement:
Effective December 14, 2013, the transaction fee we assess on each of the transactions identified below will be equal to 5% of each such transaction (Fee: Min. $10):

- ATM Cash Advance
- Cash Equivalents
- Over the Counter Cash Advance
- Same-Day Online Cash Advance
- Wire Transfer Purchase

Rejection Instructions for Transaction Fees Amendment:
You have the right to reject this change. To reject you must meet the following requirements:

1. **Contact us.** Call us toll free at 1.866.300.5392 to reject this change.

2. **Deadline.** If we do not receive your rejection by December 13, 2013, your rejection will not be effective and the change in this notice will apply to your account as of the effective date.

Effect of Rejection: If you reject this change, it will not apply to your account; however, your account will be closed as of the date we process your rejection and you will need to continue making your minimum monthly payments until your balance is paid in full. As a reminder, if applicable, any accrued but unredeemed rewards or points will be forfeited upon account closure, and this account will no longer provide overdraft protection for linked deposit accounts.

TOTAL MINIMUM PAYMENT DUE

Amendment to Your Credit Card Agreement:
This change will be effective with the minimum payment that is calculated based on your balance for the billing cycle that closes on December 12, 2013. The change to your minimum payment will first apply to the payment due in January 2014.

TOTAL MINIMUM PAYMENT DUE

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes three amounts: (1) 1.00% of your balance (your New Balance Total except for any new interest charges and any new Late Fee), and (2) new interest charges, and (3) any new Late Fee. Your Current Payment will not be less than $25. We round the payment amount down to the nearest dollar.

The Total Minimum Payment Due will not be greater than your New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

[redacted]

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 15
REDACTED PUBLICATION COPY | Personal information removed

OTHER UPDATES TO YOUR CREDIT CARD AGREEMENT

We are changing the section title in the current section titled, Calculation of Interest Charges, and are updating the language in the following sections to clarify how payments are applied:

CALCULATION AND BILLING OF INTEREST CHARGES

We calculate interest by multiplying each Balance Subject to Interest Rate by its applicable DPR and that result is multiplied by the number of days in the billing cycle. Interest is calculated and posted to the applicable Purchase, Balance Transfer or Cash Advance balance on the last day of the billing cycle after all other transactions have posted and payments have been allocated.

PAYING INTEREST

When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each Balance Subject to Interest Rate.

We will not charge you any interest on Purchases if you always pay your entire New Balance Total by the Payment Due Date. Specifically, you will not pay interest for an entire billing cycle on Purchases if you Paid in Full the two previous New Balance Totals on your account by their respective Payment Due Dates; otherwise, each Purchase begins to accrue interest on its transaction date or the first day of the billing cycle, whichever date is later.

We will begin accruing interest on Balance Transfers and Cash Advances on the transaction date. The transaction date for access checks is the date the check is first deposited or cashed. The transaction date for a Returned Payment is the date that the corresponding payment posted to your account.

New Balance Total means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement.

Pay in Full or Paid in Full means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total.

Your Payment Due Date will be at least 25 days from your statement Closing Date and will fall on the same calendar day each month.

HOW WE ALLOCATE YOUR PAYMENTS

Payments are allocated to posted balances. 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. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

We are also updating language in your Credit Card Agreement to clarify the use of your account with a smartphone or other mobile device.

We are updating the following definitions:

Purchase means the use of your card or account number (including through the use of an enabled mobile device) to:

Cash Equivalents: by the purchase of foreign currency, money orders or travelers checks from a non-financial institution, or person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds with your card or account number (including through the use of an enabled mobile device);

REDACTED PUBLICATION COPY | Personal information removed

We are adding a new section to the Credit Card Agreement following the section titled, Types of Transactions:

YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE PHONE OR OTHER MOBILE DEVICES

Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance.

In certain instances, those transactions will replicate using your card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit card.

We are updating the language in the following section:

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending or otherwise intentionally making your card, account number, or credit device accessible to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card or other credit device.

We are making the changes to the Transaction Fees and Total Minimum Payment Due sections because of a change in our business practices.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning FIA Card Services, N.A., 1100 N. King Street, Wilmington, DE 19884, is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

[redacted]

REDACTED PUBLICATION COPY | Personal information removed

Bank of America, N.A.

Bank of America, N.A. Plaintiff -vs- **GHADA MAGHREBI** (hereinafter, the "Defendant")	**DOCKET NO:** **AFFIDAVIT**

The undersigned states as follows:

1. I am over 18 years old and competent to make this Affidavit. I am a custodian of records, authorized Officer, and employee of Plaintiff Bank of America, N.A. ("BANA"). I am duly authorized to make this Affidavit, and because of the scope of my job responsibilities, I am familiar with the manner and method by which Plaintiff maintains its normal business books and records, including computer records of defaulted accounts.

2. BANA is a wholly-owned subsidiary of Bank of America Corporation and the successor-in-interest to FIA Card Services, N.A., formerly known as MBNA America Bank, N.A. ("FIA"). FIA was merged into and under the charter and title of BANA effective October 1, 2014.

3. These books and records are made in the course of regularly conducted business activity: (1) at or near the time the events they purport to describe occurred, by a person with knowledge of the acts and events, or (2) by a computer or other similar digital means, which contemporaneously records an event as it occurs. The contents of this Affidavit are true and correct based upon my personal knowledge of the processes by which Plaintiff maintains its business books and records.

4. The books and records of Plaintiff show that the Defendant opened an account with BANA, or a predecessor in interest, for the purpose of obtaining an extension of credit (the "Account") and did thereafter use or authorize the use of the Account for the acquisition of goods, services, or cash advances in accordance with the customer agreement ("Agreement") governing use of the Account. Further, the Defendant has failed to make periodic payments as required by the Agreement.

5. The books and records of Plaintiff show that the Account charged-off in the ordinary course of business on **09/30/2025**.

6. The books and records of Plaintiff show that credit has been given to the Defendant for all just and lawful offsets, payments, and credits as of the date hereof, and there now remains due and owing on account number XXXXX[redacted] the just and true sum of

ID:[redacted]

REDACTED PUBLICATION COPY | Personal information removed

$5280.00 as of the date of this Affidavit.

7. Pursuant to federal regulations, periodic statements reflecting the amount due on the Account were provided to the Defendant in the ordinary course of business. A true and correct copy of the last periodic statement generated prior to charge-off of the Account is attached hereto. The attached is a true and correct copy from Plaintiff's business records relating to the Account save for any marking intended to redact certain information.

8. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Given under my hand on:

Dated: APR 2 7 2026

Affiant Name (Printed) **Mary Metcalfe**

Affiant Name (Signature) Mary Metcalfe

Title of Affiant **Officer**

State of: **North Carolina**

County of: **Guilford**

SIGNED and sworn to (or affirmed) before me, the undersigned Notary Public in and for the jurisdiction aforesaid, by **Mary Metcalfe**, on this day, APR 2 7 2026.

Lisa D Polmounter

Notary Public

My Commission Expires: AUG 1 1 2026



REDACTED PUBLICATION COPY | Personal information removed

[redacted]

New Balance Total	$5,280.00

Private account identifiers and statement details redacted

[redacted]

[redacted]

[redacted]

REDACTED PUBLICATION COPY | Personal information removed

Private account identifiers and statement details redacted

[redacted]

Private account identifiers and statement details redacted

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 22
REDACTED PUBLICATION COPY | Personal information removed

[redacted]

Private account identifiers and statement details redacted

6/23/2026 12:49 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 23
REDACTED PUBLICATION COPY | Personal information removed