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.

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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 $28,358.37, 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 $28,358.37 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 $28,358.37, 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.

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WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, GHADA MAGHREBI in the principal amount due of $28,358.37 plus court costs and other relief to be determined by the Court.

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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.

HHL File #: 1234391

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[redacted]

Credit Card Agreement for GHADA MAGHREBI

BANK OF AMERICA

This Agreement is for your credit card account with us. It applies to you and all authorized users.

In addition to the features outlined in this Agreement, you may be offered other benefits, which will be governed by separate agreements.

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ACCOUNT SUMMARY TABLE

As required by law, rates, fees, and other costs of this credit card account are disclosed here. All account terms are governed by the Credit Card Agreement. Account and Agreement terms are not guaranteed for any period of time; all terms, including fees and the APRs, may change in accordance with the Agreement and applicable law. The reasons we may change these terms include the following: a change in regulation or legislation, or a change in the interpretation of a regulation or legislation, your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0.00%** Introductory APR beginning July 12, 2019 through your statement Closing Date in November 2020 on Purchases bearing this Introductory Offer ID. Introductory Offer ID KV19-33552 After that, your APR for the Purchase introductory balances will be **25.24%**. This APR will vary with the market based on the Prime Rate. For any other Purchase transactions not subject to an Introductory APR, your APR will be **25.24%**. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**0.00%** Introductory APR beginning July 12, 2019 through your statement Closing Date in November 2020 on Balance Transfers bearing this Introductory Offer ID posting by September 10, 2019. Introductory Offer ID KV19-33551 After that, your APR for the Balance Transfer introductory balances will be **25.24%**. This APR will vary with the market based on the Prime Rate. For any other Balance Transfer transactions not subject to an Introductory APR, your APR will be **25.24%**. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	
• **Direct Deposit and Check Cash Advances**	**27.24%**, This APR will vary with the market based on the Prime Rate.
• **Bank Cash Advances**	**27.24%**, This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**.

Fees

SEE BACK OF PAGE for more important information about your account.

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Transaction Fees	
• Balance Transfer	**$0.00** (Introductory Transaction Fee) for each Balance Transfer that qualifies for Introductory Offer ID KV19-33551 beginning July 12, 2019 through September 10, 2019. After that, **3.00%** of the amount of each Balance Transfer (Fee: Min. $10.00). For any other Balance Transfer not subject to an Introductory Transaction Fee, **3.00%** of the amount of each transaction (Fee: Min. $10.00).
• Cash Advance	
○ ATM	**5.00%** of the amount of each transaction (Fee: Min. $10.00)
○ Cash Equivalent	**5.00%** of the amount of each transaction (Fee: Min. $10.00)
○ Check	**3.00%** of the amount of each transaction (Fee: Min. $10.00)
○ Direct Deposit	**3.00%** of the amount of each transaction (Fee: Min. $10.00)
○ Overdraft Protection	**$12.00** for each transaction
○ Over the Counter	**5.00%** of the amount of each transaction (Fee: Min. $10.00)
○ Same-Day Online	**5.00%** of the amount of each transaction (Fee: Min. $10.00)
• Foreign Transaction	**3.00%** of the U.S. Dollar amount of each transaction
• Wire Transfer Purchase	**5.00%** of the amount of each transaction (Fee: Min. $10.00)
Penalty Fees	
• Late Payment	Up to **$39**
• Returned Payment	Up to **$28**

How We Will Calculate Your Balance: For Purchase balances, we will use a method called "average daily balance (including new Purchases)." See the section titled *Balances Subject to Interest Rate* in your Credit Card Agreement for more details.

For Balance Transfer and Cash Advance balances, we will use an Average Balance Method (including new Balance Transfers and Cash Advances): This balance is figured by adding the outstanding balance (including new Balance Transfers and Cash Advances and deducting payments and credits) for each day in the current billing cycle, together with the balances for each day in the previous billing cycle for balance transfers and cash advances with transaction dates in the previous cycle and posting dates in the current cycle, and then dividing by the number of days in the current billing cycle.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement.

Military Lending Act Disclosure: The following disclosure applies to persons covered by the Military Lending Act - other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. The following disclosure is required by the Military Lending Act.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other

than credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please refer to the *Total Minimum Payment Due* section of the Credit Card Agreement accompanying this disclosure to see how your monthly minimum payment is calculated.

Please call our dedicated Military Lending Act toll free number at 844.441.9168 or call collect at 302.318.8745 with any questions or concerns.

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CREDIT CARD AGREEMENT

YOUR CONTRACT WITH US

This document, and any future changes to it, is your contract with us. We will refer to this document as your "Agreement" or "Credit Card Agreement"; these terms also include any changes we may make to this document from time to time.

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and North Carolina law that are in effect at that time.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

The reasons we may amend this Agreement include the following:

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
- Changes to overall economic and market trends, product design, and business needs.

"We", "us", "our" means Bank of America, N.A.

"You" and "your" mean each and all of the persons who are granted, accept or use the account and any person who has guaranteed payment of the account.

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

TYPES OF TRANSACTIONS

You may obtain credit in the form of **Purchases, Balance Transfers**, and **Cash Advances**, by using cards, access checks, an account number, or other credit devices. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement. Sign your card before using it. A Personal Identification Number (PIN) is associated with your credit card as of the opening of your account. You may be required to use a PIN to make an ATM Cash Advance or to complete Purchases at certain merchant terminals, generally overseas. You can obtain your PIN by going to our online banking site or our mobile application, or contacting us. An access check is a check we provide to you to obtain credit on this account. All access checks include an expiration date printed at the top. We will honor access checks received for payment before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored.

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

1. buy or lease goods or services;
2. buy wire transfers from a non-financial institution (Wire Transfer Purchase);
3. make a transaction that is not otherwise a Cash Advance.

Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

Balance Transfer means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

A **Cash Advance** means the use of your account for a loan in the following ways:

1. **Direct Deposit:** by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request. A Direct Deposit does not include an Overdraft Protection Cash Advance or a Same-Day Online Cash Advance.
2. **Check Cash Advance:** by an access check you sign as drawer.
3. **Bank Cash Advance:** by loans accessed in the following manner:
    a. **ATM Cash Advance:** at an automated teller machine;
    b. **Over the Counter ("OTC") Cash Advance:** at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks);
    c. **Same-Day Online Cash Advance:** by a same day online funds transfer to a deposit account;
    d. **Overdraft Protection Cash Advance:** by a transfer of funds to a deposit account pursuant to an overdraft protection program (see the section titled *Overdraft Protection* below);

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e. **Cash Equivalents:** by the purchase of foreign currency, money orders, travelers checks, or to obtain cash, each 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).

Cash Advances include Transaction Fees and adjustments associated with any Cash Advance.
All Bank Cash Advances are subject to the Cash Credit Line. For more information on credit lines, please refer to the section titled *Your Credit Lines* within this Agreement.

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.

FOREIGN TRANSACTIONS

A "Foreign Transaction" is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Foreign Transaction, we will assess the Foreign Transaction Fee set forth in the *Transaction Fees* section of this Agreement. If a transaction is made in a foreign currency, the transaction will be converted by Visa International or Mastercard International, depending on which card is associated with this account, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

INTEREST AND FEES

INTEREST RATES - ANNUAL PERCENTAGE RATES (APRs)

This section provides the interest rates, also referred to as corresponding Annual Percentage Rates (APRs), which are applicable to your account. The APR corresponds to the Daily Periodic Rate (DPRs): the APR is equal to the DPR multiplied by 365, and the DPR is equal to the APR divided by 365. Interest charges are calculated by using the DPR. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to the *How to Calculate Variable Rates* section within this summary.

Promotional Rates and Fees

Promotional or Introductory Offers are temporary APRs (Promotional or Introductory Rates) or transaction fees (Promotional or Introductory Fees) that are offered on certain qualifying new transactions for a specified period of time. Each Offer will be assigned a unique Offer ID which will appear on your credit card statement after the first qualified new transaction for that Offer. If you revolve your balance to take advantage of a Promotional or Introductory Offer, all transactions and balances, including purchases, will be charged interest.
Your account has the following Introductory Offers:

Purchases:

Introductory Offer ID: **KV19-33552**
The Introductory APR is **0.00%** (0.000000% DPR).
This Introductory Offer applies to Purchases bearing this Introductory Offer ID (each is an "eligible transaction" for this Introductory Offer).
This Offer applies to eligible transactions posting to your account beginning July 12, 2019. This Introductory APR ends on your statement Closing Date in November 2020.
When this Introductory APR ends, the APR for these Purchase introductory balances will increase to a variable

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rate calculated using the variable rate formula with a margin of 19.74 percentage points; this currently results in an APR of **25.24%**.

Balance Transfers:

Introductory Offer ID: **KV19-33551**

The Introductory APR is **0.00%** (0.000000% DPR).

This Introductory Offer applies to Balance Transfers bearing this Introductory Offer ID (each is an "eligible transaction" for this Introductory Offer).

This Offer applies to eligible transactions posting to your account beginning July 12, 2019 through September 10, 2019. This Introductory APR ends on your statement Closing Date in November 2020.

When this Introductory APR ends, the APR for these Balance Transfer introductory balances will increase to a variable rate calculated using the variable rate formula with a margin of 19.74 percentage points; this currently results in an APR of **25.24%**.

Each transaction that qualifies for this Introductory Offer will be charged a $0.00 Introductory Transaction Fee beginning July 12, 2019 through September 10, 2019.

When transactions no longer qualify for Introductory Fees, they will be charged the following transaction fees: Balance Transfer - 3.00% of the US dollar amount of each transaction (Fee: Min. $10.00).

Current Rates

Your current rate is the rate that will apply to transactions that are not subject to an Introductory or a Promotional Rate.

Purchases:

The APR for Purchases is a variable rate calculated using the variable rate formula with a margin of 19.74 percentage points; this currently results in an APR of **25.24%** (0.069150% DPR).

Balance Transfers:

The APR for Balance Transfers is a variable rate calculated using the variable rate formula with a margin of 19.74 percentage points; this currently results in an APR of **25.24%** (0.069150% DPR).

Direct Deposit and Check Cash Advances:

The APR for Direct Deposit and Check Cash Advances is a variable rate calculated using the variable rate formula with a margin of 21.74 percentage points; this currently results in an APR of **27.24%** (0.074630% DPR).

Bank Cash Advances:

The APR for Bank Cash Advances is a variable rate calculated using the variable rate formula with a margin of 21.74 percentage points; this currently results in an APR of **27.24%** (0.074630% DPR).

Rates for Protected Balances

When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

Your account does not currently have any Protected Balances.

HOW TO CALCULATE VARIABLE RATES

Variable Rates are calculated by adding together an index and a margin. The applicable margins are disclosed above in the section titled, *Interest Rates - Annual Percentage Rates (APRs)*.

This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month. As of **June 29, 2019**, the index used to calculate these variable rates was **5.50%**.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

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.

BILLING CYCLE

A billing cycle is a time period that ends on a Statement Closing Date (or Closing Date) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

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.

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 (excluding credits made in accordance with first-year fee limits or the Military Lending Act) 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.

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 by: (1) calculating a daily balance for each day in the current 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 current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable DPR 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 by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current 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 the current billing cycle but with a posting date within the current billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

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

MINIMUM INTEREST CHARGE

If the total of the interest charges for all balances is less than $1.50, then a Minimum Interest Charge of $1.50 will be assessed on the account. This fee is in lieu of any interest charge.

TRANSACTION FEES

We will assess the following Transaction Fees to your account in the same category to which the transaction is posted:
If you obtain a Balance Transfer, Direct Deposit or Check Cash Advance, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such transaction (Fee: Min. $10.00).
If you obtain a Cash Equivalent, ATM Cash Advance, Over the Counter Cash Advance, Same-Day Online Cash Advance or Wire Transfer Purchase, we will assess a transaction fee equal to 5.00% of the U.S. dollar amount of each such transaction (Fee: Min. $10.00).
If you obtain a Overdraft Protection Cash Advance, we will assess a transaction fee of $12.00 for each such transaction.
If you make a Foreign Transaction (as defined in the *Foreign Transactions* section of your Credit Card Agreement), we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such transaction. This is in addition to any other applicable transaction fees.

ACCOUNT FEES

The following fees are assessed as Purchases in the billing cycle in which the fees accrue:
A Late Fee of $28.00 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 $39.00. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is $100 or less on the Payment Due Date, we will not assess a Late Fee.
A Returned Payment Fee of $28.00 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.

PAYMENTS AND DEFAULT

YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account. If a bank branch or office sponsors your account, you promise to pay it any unpaid account balance it pays us within 30 days.

PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

PAYMENT CONVERSIONS

We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy.

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 $25.00. We round the payment amount down to the nearest dollar.

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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.

WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit 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 portion 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 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. Credit for any other payments may be delayed up to five days.

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. If a payment is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases on the account.

PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, are granted, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

DEFAULT

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your Total Credit Line; (3) your Bank Cash Advance balance exceeds your Cash Credit Line; or (4) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through Bank of America, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date.

WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MODIFICATIONS TO REQUIRED MINIMUM MONTHLY PAYMENTS

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the bank is working with borrowers affected by a federally declared disaster. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

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CREDIT AVAILABILITY

YOUR CREDIT LINES

Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your card and, generally, on each monthly statement. 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. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your credit lines from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LINES

The total outstanding balance on your account plus authorizations at any time must not be more than your Total Credit Line. The total outstanding balance of your Bank Cash Advances (plus authorizations) must not be more than your Cash Credit Line.

Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit line, we may: (1) permit the transaction without raising your credit line; (2) permit the transaction and treat the amount of the transaction that is more than the credit line as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. We may elect to not honor any access check which is written after the expiration date printed on that check. You may close your account at anytime by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the account is closed. You must destroy all cards, access checks or other credit devices on the account when the account is closed.

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

REFUSAL TO HONOR YOUR ACCOUNT

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

RECURRING PREAUTHORIZED TRANSACTIONS

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

LIMITATIONS/WARNINGS

PURPOSES FOR USING YOUR ACCOUNT

You may not use this account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your

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account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked.

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.

HOW YOU MAY STOP PAYMENT ON AN ACCESS CHECK

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

YOU MAY NOT POSTDATE AN ACCESS CHECK

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MISCELLANEOUS

OVERDRAFT PROTECTION

If your deposit account (eligible checking or money market savings account) with Bank of America is linked to this account, this overdraft protection feature will allow funds to be transferred (overdraft protection transfers) from this account into your designated deposit account with Bank of America when transactions occur on your deposit account, such as checks or other debits, that if paid would cause the deposit account to be overdrawn (overdraft transactions). Overdraft protection transfers include automatic transfers to cover deposit account fees. Overdraft protection transfers are processed after close of business Monday through Friday and are treated as Overdraft Protection Cash Advances. Each day's overdraft transactions will be totaled and rounded to the next $100 increment up to your available Cash Credit Line, regardless of who initiated the overdraft transactions. For example, if your deposit account has a balance of $1.00 and a check or other debit item for $125 is presented for payment, which if paid would cause your deposit account to be overdrawn, an overdraft protection transfer of $200 will be made to your deposit account and an Overdraft Protection Cash Advance of $200 will post to this account. The Portion of Credit Available for Cash on this account must be sufficient to cover the total amount of overdraft transactions (received by Bank of America that day) rounded to the next $100 increment (but excluding any overdraft protection fee); otherwise one or more of the overdraft transactions for that day will be rejected. However, if the Portion of Credit Available for Cash on this account is greater than the overdraft transaction amount, but the Portion of Credit Available for Cash is insufficient for the overdraft transaction amount to be rounded to the next $100 increment, then the amount of the overdraft transaction will be the amount of your Portion of Credit Available for Cash. Payments or credits to this account may not impact your Portion of Credit Available for Cash until after the posting date of the payments or credits.

We will not assess an Overdraft Protection Cash Advance fee for any overdraft protection transfer from this account to a linked Bank of America deposit account, if we determine that (a) your deposit account is overdrawn by a total amount less than $12.00, after we finish processing for the day, or (b) each overdraft transaction processed that day is $1.00 or less. If your account is subject to an Overdraft Protection Cash Advance fee, then overdraft protection transfers will be assessed the Overdraft Protection Cash Advance fee for each such Cash Advance. Overdraft Protection transfers incur interest charges from the transaction date. We may permit or refuse to permit any overdraft protection transfer that would cause you to exceed the Cash Credit Line on this account. This overdraft protection feature will automatically be cancelled if this account is closed by either you or us, or at any time upon your request. Your overdraft transactions remain subject to the terms of your deposit account with Bank of America, any related enrollment agreement, and this Agreement.

TELEPHONE CALLS: CALLING, MONITORING AND RECORDING

You consent to and authorize Bank of America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts.

CREDIT REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: Bank of America, N.A., Credit Reporting Agencies, P.O. Box 982238, El Paso, TX 79998-2238. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

BENEFITS

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the Benefits Guide and other official documents provided to you from time to time by or on behalf of Bank of America. We may adjust, add, or delete benefits and services at any time and without notice to you.

WE MAY SELL YOUR ACCOUNT

We may at any time, and without notice to you, sell, assign or transfer your account, any amounts due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.

YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS

You must notify us promptly when you change your address. We may also change your address if so notified by the post office or others.

WHAT LAW APPLIES

This Agreement is made in North Carolina and we extend credit to you from North Carolina. This Agreement is governed by the laws of the State of North Carolina (without regard to its conflict of laws principles) and by any applicable federal laws.

PROVISIONS OF THIS AGREEMENT ARE SEVERABLE

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

We use section headings (e.g., *Types of Transactions*) to organize this Agreement. The headings are for reference purposes only.

UNAUTHORIZED USE OF YOUR ACCOUNT

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1.800.421.2110.

YOUR BILLING RIGHTS

Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Bank of America
P.O. Box 982234
El Paso, TX 79998-2234
In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
Note: It is very helpful if your letter includes the transaction date and the reference number for the charge, if available.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Total Credit Line.

After we finish our investigation, one of two things will happen:

- If we determine there was a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent, including to credit reporting agencies, if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase

was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Bank of America
P.O. Box 982234
El Paso, TX 79998-2234
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.
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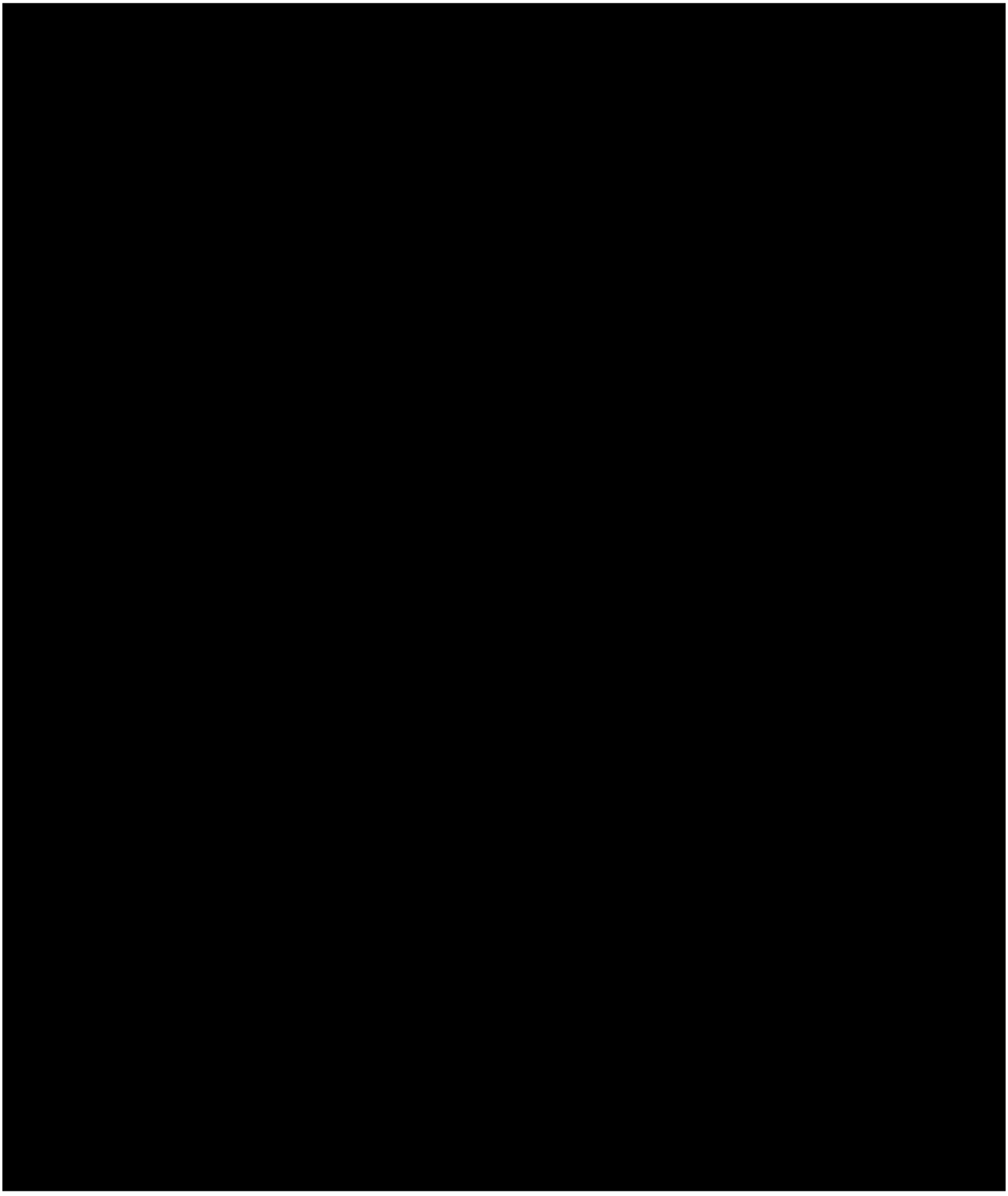

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Bank of America, N.A.

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 XXXXXXXXXX[redacted] the just and true sum of

ID:[redacted]

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$28358.37 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) Tara Wilson

Affiant Name (Signature)_____

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 Tara Wilson, on this day, APR 2 7 2026.

_____
Notary Public

My Commission Expires: OCT 0 2 2029



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[redacted]

New Balance Total	$28,358.37

Private account identifiers and statement details redacted

[redacted]

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[redacted]

Private account identifiers and statement details redacted

[redacted]

Private account identifiers and statement details redacted

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[redacted]

Private account identifiers and statement details redacted

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