State of Alabama
Unified Judicial System

Form ARCiv-93 Rev.5/99

COVER SHEET
DISTRICT COURT - CIVIL CASE

(Not For Domestic Relations Cases)

Ca
58

Date of Filing: 08/31/2022 Judge Code:

GENERAL INFORMATION

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA
MIDLAND CREDIT MANAGEMENT, INC v. BILLY P SUMMERLIN

First Plaintiff: ☑ Business ☐ Individual ☐ Government ☐ Other

First Defendant: ☐ Business ☑ Individual ☐ Government ☐ Other

NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:

- ☐ CTEM-Contempt of Court
- ☐ CONT-Contract/Ejectment/Writ of Seizure
- ☐ AUTO-Autodamages/Subrogation/Promissory Note
- ☐ DISP-Non-Account Dispute: Roomate/Neighbor/Animal
- ☐ EVIC-Eviction
- ☐ GDAM-General Damages
- ☐ ABAN - Abandoned Automobile
- ☑ ACCT - Account & Nonmortgage
- ☐ RECP-Recover Property
- ☐ DVXX-Miscellaneous District Civil Case
- ☐ TOXX - Other: _____

ORIGIN: F ☑ **INITIAL FILING** O ☐ **OTHER**

R ☐ **REMANDED**

RELIEF REQUESTED: ☑ **MONETARY AWARD REQUESTED** ☐ **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE:
ZAR007

8/31/2022 7:02:52 PM
Date

/s/ JASON PATRICK ZARZAUR
Signature of Attorney/Party filing this form

MEDIATION REQUESTED: ☐ **YES** ☑ **NO** ☐ **UNDECIDED**

IN THE CIRCUIT COURT OF SHELBY COUNTY,

MIDLAND CREDIT MANAGEMENT, INC	)	
	)	
Plaintiff,	)	
v.	)	
BILLY P SUMMERLIN	)	Case No:
	)	
Defendant(s)	)	
	)	

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, MIDLAND CREDIT MANAGEMENT, INC, complains of BILLY P SUMMERLIN , and would respectfully show the following:

FACTS

1. CAPITAL ONE, N.A. ("Issuer") issued a credit card to Defendant under its account number XXXX-XXXX-XXXX-9732. Defendant received and used the card and thereby became obligated to pay for the charges incurred with the card.

2. Defendant defaulted on the obligation to make periodic payments on the credit card account. The entire balance on the credit card is presently due and payable in full.

3. The account was assigned to the Plaintiff, who has the right to bring this action.

4. The Issuer provided to Defendant, periodic billing statements, which reflected, among other things, the payment due, and the total balance due. These statements were delivered to the Defendant and not returned undelivered to Issuer.

FIRST CAUSE OF ACTION - BREACH OF CONTRACT

5. By using and/or authorizing the use of the credit card, Defendant accepted the contract with the Issuer and also became subject to all of the terms and conditions of the card agreement.

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

6. Defendant defaulted in the payment obligation on the credit card. Such breach of contract proximately caused the Issuer damages in the amount of the balance due on the credit card account. That obligation has been assigned to Plaintiff, who is the party entitled to enforce the contract and receive payment of the credit card balance.

SECOND CAUSE OF ACTION - MONEY HAD AND RECEIVED

7. Defendant received and used (or authorized the use of) the credit card knowing that the Issuer expected to be repaid for all charges incurred with the card, together with interest thereon. With each use of the credit card the Issuer paid money on behalf of Defendant to the merchant with whom the credit card was used. Defendant is liable for repayment of such sums under the doctrine of money had and received. Plaintiff is the assignee of the Issuer's right to be repaid by the defendant for such money had and received.

THIRD CAUSE OF ACTION - ACCOUNT STATED

8. Plaintiff asserts that the Defendant use of the credit card to purchase goods and services represented a periodic account, for which the Issuer rendered periodic statements to Defendant. To the best of Plaintiff's knowledge and belief, Defendant did not make a timely and valid dispute to Issuer. Plaintiff is the assignee of the Issuer's right to be repaid by the Defendant for such account stated.

WHEREFORE, premises considered, Plaintiff prays that the Court enter judgment against the Defendant for:

A. $6,764.61, which is the balance due;

B. all costs of court including service of process costs as may be allowed by the court;

C. post judgment interest at the Alabama statutory rate;

D. all such other and further relief to which Plaintiff may be justly entitled.

/S/ R. MacDonald Dunlap (DUN067) Digitally signed by /S/ R. MacDonald Dunlap (DUN067) Date: 2022.08.31 11:01:02 -05'00'

OF COUNSEL:
Zarzaur & Schwartz, P.C. P.O. Box 11366
Birmingham, AL 35202 (205)-250-8437
Our File # 22-6710

DOCUMENT 2

STATE OF ALABAMA

Midland Credit Management, Inc,

Plaintiff

-vs- AFFIDAVIT OF JESSICA ARCHER

BILLY P SUMMERLIN,

Defendant(s).

Jessica Archer, whose business address is 16 McLeland Road Suite 101, St. Cloud, MN 56303, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CAPITAL ONE, N.A. account XXXXXXXXXXXX9732 (MCM Number 313601987) (hereinafter "the Account").

2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM.

3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge of the subsequent collection and/or servicing activities recorded, and a business duty to report,

to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. MCM's records show that Defendant(s) owed a balance of $6,764.61 as of 2022-07-28.

5. If called to testify as a witness thereon, I could and would competently testify as to all the facts stated herein.

I certify under penalty of perjury that the foregoing statements are true and correct.

AUG 2 3 2022
Date

Jessica Archer
Jessica Archer

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on AUG 2 3 2022

by Jessica Archer.

JEANETTE KATHERINE RUFF
Notary Public
Minnesota
My Commission Expires Jan. 31, 2026
(Seal)

Notary Public

AL003

313601987 AFFREC 22-6710

AlaFile E-Notice

58-DV-2022-900838.00

To: JASON PATRICK ZARZAUR
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following complaint was FILED on 8/31/2022 7:02:54 PM

Notice Date: 8/31/2022 7:02:54 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

To: BILLY P SUMMERLIN
2130 FOREST LAKES LN
STERRETT, AL, 35147

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following complaint was FILED on 8/31/2022 7:02:54 PM

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COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	**SUMMONS** **- CIVIL -**	**Court Case Number** 58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA
MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN

NOTICE TO: BILLY P SUMMERLIN, 2130 FOREST LAKES LN, STERRETT, AL 35147
(Name and Address of Defendant)

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JASON PATRICK ZARZAUR,
[Name(s) of Attorney(s)]

WHOSE ADDRESS(ES) IS/ARE: P.O. BOX 11366, BIRMINGHAM, AL 35202.
[Address(es) of Plaintiff(s) or Attorney(s)]

THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 14 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:

☐ You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

☑ Service by certified mail of this Summons is initiated upon the written request of MIDLAND CREDIT MANAGEMENT, INC *[Name(s)]* pursuant to the Alabama Rules of the Civil Procedure.

08/31/2022 *(Date)* /s/ MARY HARRIS *(Signature of Clerk)* By: _____ *(Name)*

☑ Certified Mail is hereby requested. /s/ JASON PATRICK ZARZAUR *(Plaintiff's/Attorney's Signature)*

RETURN ON SERVICE

☐ Return receipt of certified mail received in this office on _____ *(Date)*.

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to _____ *(Name of Person Served)* in _____ *(Name of County)* County, Alabama on _____ *(Date)*.

_____ *(Address of Server)*

_____ *(Type of Process Server)* _____ *(Server's Signature)*

_____ *(Server's Printed Name)* _____ *(Phone Number of Server)*

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	**SUMMONS** **- CIVIL -**	**Court Case Number** 58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA
MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN

NOTICE TO: BILLY P SUMMERLIN, 2130 FOREST LAKES LN, STERRETT, AL 35147
(Name and Address of Defendant)

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S).
JASON PATRICK ZARZAUR
(Name(s) of Attorney(s))

WHOSE ADDRESS(ES) IS/ARE: P.O. BOX 11366, BIRMINGHAM, AL 35202
(Address(es) of Plaintiff(s) or Attorney(s))

THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 14 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:

☐ You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

☑ Service by certified mail of this Summons is initiated upon the written request of MIDLAND CREDIT MANAGEMENT, INC *(Name(s))* pursuant to the Alabama Rules of the Civil Procedure.

~~08/31/2022~~ 9/1/2022 *(Date)* /s/ MARY HARRIS *(Signature of Clerk)* By: *(Name)*

☑ Certified Mail is hereby requested. /s/ JASON PATRICK ZARZAUR

RETU

☐ Return receipt of certified mail received in this o

☐ I certify that I personally delivered a copy of this

(Name of Person Served)

Alabama on _____ *(Date)*

(Type of Process Server) *(Server's Sign*

(Server's Prin

58-DV-

MIDLAND CREDIT MANAC

7021 0950 0001 8232 2045

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here

Sent To Billy Summerlin
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, Apr. 2015 PSN 7530-02-000-9047 See Reverse for Instructions

C001 - MIDLAND CREDIT MANAGEMENT, INC
(Plaintiff)

v.

D001 - BILLY P SUMMERLIN
(Defendant)

SERVICE RETURN COPY

RECEIVED AND FILED
MARY H. HARRIS

SEP 08 2022

CIRCUIT & DISTRICT
SHELBY COUNTY

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BILLY P SUMMERLIN
2130 FOREST LAKES LN
STERRETT, AL 35147

9590 9402 7444 2055 5794 22

7021 0950 0001 8222 2045

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X B. Summerlin ☐ Agent ☑ Addressee

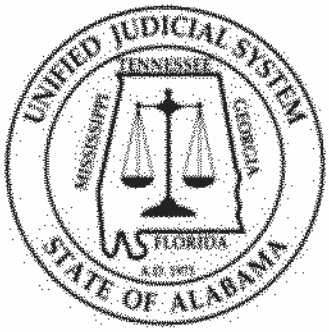
B. Received by (*Printed Name*) C. Date of Delivery 9-6-22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

D001
DV-2022-900838

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☑ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



AlaFile E-Notice

58-DV-2022-900838.00

Judge: W. CASEY DUNCAN

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF SERVICE

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was served on 9/6/2022

D001 SUMMERLIN BILLY P

Corresponding To

CERTIFIED MAIL

TO BILLY SUMERLIN

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

STATE OF ALABAMA Revised 3/5/08
Unified Judicial System
58-SHELBY ☑ District Court ☐ Circuit Court

Cas
DV2

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - MIDLAND CREDIT MANAGEMENT, INC

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.
JASON PATRICK ZARZAUR
P.O. BOX 11366
BIRMINGHAM, AL 35202
Attorney Bar No.: ZAR007

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

- ☑ Default Judgment ($50.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e.Summary Judgment, Judgment on the Pleadings, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion not pursuant to Rule 12(b)) ($50.00)
- ☐ Summary Judgment pursuant to Rule 56($50.00)
- ☐ Motion to Intervene ($297.00)
- ☐ Other _____
  pursuant to Rule _____ ($50.00)

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Costs $ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____
  pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemoraneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐

Date:
10/23/2022 11:33:24 PM

Signature of Attorney or Party
/s/ JASON PATRICK ZARZAUR

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

IN THE CIRCUIT COURT OF SHELBY COU

MIDLAND CREDIT MANAGEMENT, INC	)	
	)	
Plaintiff,	)	
v.	)	
BILLY P SUMMERLIN	)	Case No: DV22-900838
	)	
Defendant(s)	)	
	)	

APPLICATION, AFFIDAVIT, AND ENTRY OF DEFAULT JUDGMENT

An entry of Default against Defendant(s), BILLY P SUMMERLIN, in the above case is requested for failure to plead, answer, or otherwise defend.

/s/Lydia Lake (lak008) Digitally signed by /s/Lydia Lake (lak008) Date: 2022.10.20 14:26:30 -05'00'

OF COUNSEL:
Zarzaur & Schwartz, P.C.
P.O. Box 11366
Birmingham, AL 35202
205-250-8437

A Default Judgment against the Defendant(s), BILLY P SUMMERLIN, in the above case is requested for failure to plead, answer or otherwise defend in the amount of $6,764.61, post judgment interest at the Alabama statutory rate, and all costs of court including service of process costs as may be allowed by the court.

/s/Lydia Lake (lak008) Digitally signed by /s/Lydia Lake (lak008) Date: 2022.10.20 14:26:25 -05'00'

OF COUNSEL:
Zarzaur & Schwartz, P.C.
P.O. Box 11366
Birmingham, AL 35202
205-250-8437

STATE OF ALABAMA, SHELBY COUNTY

The undersigned affiant, being duly sworn, says:

1) The affiant has personal knowledge of the facts set forth in this affidavit.

2) That the Defendant(s) was/were served with a copy of the Statement of Claim on 09/06/2022.

3) That more than 30 days days have elapsed since the Defendant(s) was/were served with a copy of the Statement of Claim.

4) That the Defendant(s) has/have failed to Answer or otherwise defend against the Plaintiff's claim.

5) That this Affidavit is executed by the affiant in accordance with Rule 55(a) of the Alabama Rules of Civil Procedure, for the purpose of enabling the Plaintiff to obtain an entry of default against the Defendant(s) for failure to answer or otherwise defend against the Plaintiff's claim.

6) That the Defendant(s) is/are not an infant or incompetent person and there has been no violation of the provisions of Chapter 19, Title 5, Code of Alabama, 1975.

7) Judgment conditions: without waiver of exemptions.

8) My office has inquired with the U.S. Department of Defense website and has found that said Defendant(s) is/are not now in the military service, nor is/are listed as a Future Call-Up as defined in the Servicemember Civil Relief Act (SCRA) with amendments, nor has/have been in such service within 367 days hereof.

9) The amount of money due by the Defendant(s) to the Plaintiff in this case is $6,764.61. The default amount is to be determined by the court and composed of the following: suit amount of $6,764.61, credits given to Defendant for payments made since suit was filed in the amount of $0.00. Therefore, Plaintiff requests a judgment in the amount of $6,764.61, post judgment interest at the Alabama statutory rate, plus costs of court including service of process costs as may be allowed by the court.

/s/Kelly L. Pugh, Notary Public

Digitally signed by /s/Kelly L. Pugh, Notary Public
Date: 2022.10.20 15:44:42 -05'00'

/s/Lydia Lake (lak008)

Digitally signed by /s/Lydia Lake (lak008)
Date: 2022.10.20 14:26:16 -05'00'

OF COUNSEL:
Zarzaur & Schwartz, P.C.
P.O. Box 11366
Birmingham, AL 35202
205-250-8437
Our File # 22-6710

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

Sworn and subscribed before me on the date set out below.

Entry of default is entered against Defendant(s) this _____ day of _____, _____.

_____
Clerk/Register

IN THE CIRCUIT COURT OF SHELBY COUNTY, AL

MIDLAND CREDIT MANAGEMENT, INC	)	
	)	
Plaintiff,	)	
v.	)	
BILLY P SUMMERLIN	)	Case No: DV22-900838
	)	
Defendant(s)	)	
	)	

ORDER

This case came before the Court on Plaintiff's application for default judgment. The application is granted and default against Defendant is hereby entered.

Judgment by default is hereby entered in favor of Plaintiff, MIDLAND CREDIT MANAGEMENT, INC and against Defendant, BILLY P SUMMERLIN in the amount of $6,764.61, post judgment interest at the Alabama statutory rate, plus costs of court including service of process costs.

DONE this _____ day of _____, _____ .

_____
JUDGE

STATE OF ALABAMA

Midland Credit Management, Inc,

Plaintiff

-vs- AFFIDAVIT OF JESSICA ARCHER

BILLY P SUMMERLIN,

Defendant(s).

Jessica Archer, whose business address is 16 McLeland Road Suite 101, St. Cloud, MN 56303, certifies and says:

1. I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("Plaintiff" or "MCM"). I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained by Plaintiff. Plaintiff is the current owner of, and was assigned all the rights, title and interest to Defendant's CAPITAL ONE, N.A. account XXXXXXXXXXXX9732 (MCM Number 313601987) (hereinafter "the Account").

2. I have access to and have reviewed the electronic records pertaining to the Account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the Account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the Account since the date the Account was purchased by or was assigned to MCM.

3. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to the Account, which consist of (i) data and documents acquired from the seller or assignor, and (ii) subsequent collection and/or servicing activities by MCM. The records are acquired or created, and are kept in the regular course of MCM's business. It was in the regular course of MCM's business for a person with knowledge of the subsequent collection and/or servicing activities recorded, and a business duty to report,

to make the record or data compilation, or to transmit information thereof to be included in such record, or for such information to be posted in MCM's records by a computer or similar digital means. In the regular course of MCM's business, the record or compilation of the subsequent collection activities is made at or near the time of the act or event by MCM as a regular practice.

4. MCM's records show that Defendant(s) owed a balance of $6,764.61 as of 2022-07-28.

5. If called to testify as a witness thereon, I could and would competently testify as to all the facts stated herein.

I certify under penalty of perjury that the foregoing statements are true and correct.

AUG 2 3 2022
Date

Jessica Archer
Jessica Archer

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on AUG 2 3 2022 by Jessica Archer.

JEANETTE KATHERINE RUFF
Notary Public
Minnesota
My Commission Expires Jan. 31, 2026
(Seal)

Notary Public

AL003

313601987 AFFREC 22-6710

Master Account Sale Agreement dated April 23, 2021
Account Sale Addendum dated June 8, 2021

AFFIDAVIT OF SALE
OF ACCOUNT
BY CREDITOR

State of Virginia, County of Goochland.

Marnie Harte being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Vice President of Capital One, N.A. In that position I am aware of the process of the sale and assignment of electronically stored business records.

On or about July 15, 2021 Capital One, N.A. sold a pool of charged-off accounts (the Accounts) by a Master Account Sale Agreement and a Bill of Sale to Midland Credit Management, Inc., a Kansas corporation. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Capital One, N.A.

I am not aware of any errors in these accounts. The above statements are true to the best of my knowledge.

Signed this 23rd day of July, 2021.

Marnie Harte
Vice President

SUBSCRIBED and sworn to before me, the undersigned Notary Public in the jurisdiction aforesaid, by **Marnie Harte**, who is personally known to me and who acknowledged before me his signature to the foregoing Affidavit.

GIVEN under my hand and seal this 23 day of July, 2021.

William Weston Paige
Notary Public

WILLIAM WESTON PAIGE
NOTARY PUBLIC
REG. #7796956
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2022

Master Account Sale Agreement dated April 23, 2021
Account Sale Addendum dated June 8, 2021

CERTIFICATE OF CONFORMITY

CERTIFICATE OF CONFORMITY
MADE PURSUANT TO
CPLR 2309(c)
and RPL 299-a

I, an attorney-at-law admitted to practice in the Commonwealth of Virginia, do hereby certify that William Weston Paige, is a notary public in and for the Commonwealth of Virginia, in the jurisdiction aforementioned and the acknowledgment upon affidavits for Capital One, N.A. are taken in the manner prescribed by the laws of the Commonwealth of Virginia and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on 7/23/2021.

David Hirschler III

Printed Name

DocuSigned by:

Signed Name

Attorney at Law, Commonwealth of Virginia

Master Account Sale Agreement dated April 23, 2021
Account Sale Addendum dated June 8, 2021

BILL OF SALE

Closing Date: July 20,2021

Capital One, N.A. ("Seller"), in consideration of a Purchase Price of [redacted] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, conveys, sets over, and transfers all right, title and interest in the Accounts identified in the Sale File entitled

OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_customer.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_main.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_phone.dat.gz

(which may be in electronic form) to Midland Credit Management, Inc., a Kansas corporation ("Buyer"), and including all proceeds thereof of any kind, without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to and in accordance with the terms of that certain Master Account Sale Agreement, dated as of April 23, 2021, by and between Seller and Buyer (as amended, restated or otherwise modified from time to time, the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement. This Bill of Sale does not amend the terms of the Agreement in any respect. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect as and to the extent provided in the Agreement.

The Cutoff Date for the Sale File was July 15, 2021. The aggregate Sale Balance of the Accounts as of the Cutoff Date was [redacted]

IN WITNESS WHEREOF, Seller, by its duly authorized representative, has executed and delivered this Bill of Sale as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION

By: Marnie Harte

Name: **Marnie Harte**

Title: Vice President

MIDLAND CREDIT MANAGEMENT, INC.

By: Sarah Cosgrave

Name: Sarah Cosgrave

Title: MVP of Business Development

Field	Field Data
Account Number	[redacted]9732
Seller Account ID	1008032301
First Name	BILLY
Middle Name	P
Last Name	SUMMERLIN
SSN	XXX-XX-6456
Date of Birth	[redacted]
Address 1	2130 FOREST LAKES LN
City	STERRETT
State	AL
Zip	35147
Open Date	06/07/2012
Last Purchase Date	12/13/2020
Last Purchase Amount	$72.81
Last Payment Date	12/14/2020
Last Payment Amount	$174.00
Sale Amount	$6,764.61
Charge Off Date	06/18/2021
Charge off Balance	$6,764.61
Post Charge Off Interest	$0.00
Post Charge off Fee	$0.00
Post Charge off Payments	$0.00
Post Charge off Payments and Credits	$0.00
Post Charge off Credits	$0.00
Affinity	WALMART

Account information provided by Capital One, National Association pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 07/20/2021 in connection with the sale of accounts from Capital One, National Association to Midland Credit Management, Inc.

OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_customer.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_main.dat.gz
OMEGA.BN0076.SALES.PROD-EAST.PWFRLE20210715_BN0076_phone.dat.gz

Walmart Rewards® Card ending in 9732
May 19, 2021 - Jun 17, 2021 | 30 days in Billing Cycle

Payment Information

Payment Due Date
PAST DUE

For online and phone payments, the deadline is 8pm ET.

New Balance
$6,764.61

Minimum Payment Due
$6,764.61

IMPORTANT: Your account has charged off and is now serviced by the Recoveries department at 1-800-258-9319. Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary

Previous Balance	$6,638.52
Payments	$0.00
Other Credits	$0.00
Transactions	+ $0.00
Quick Cash	+ $0.00
Fees Charged	+ $0.00
Interest Charged	+ $126.09
New Balance	**= $6,764.61**
Available Credit (as of Jun 17, 2021)	N/A

Account Notifications

Welcome to your account notifications. Check back here each month for important updates about your account.

BILLY P SUMMERLIN JR
2130 FOREST LAKES LN
STERRETT, AL 35147-8150

Payment Due Date: **Past Due** Account ending in 9732

New Balance
$6,764.61

Minimum Payment Due
$6,764.61

Amount Enclosed
$ _____

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

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

1 [redacted] 9732 17 6764610174000000009

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

How is the Interest Charge Determined? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your account at the end of the billing period and will appear on your next statement. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest charges are added to the proper segment of your account. However, we reserve the right to not assess interest charges.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions). 1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance. 2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment. 3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle. The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement. NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

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

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

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

Billing Rights Summary

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

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

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

1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and

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

ETC-03 02/03/21

Pay online at Walmart.capitalone.com

Pay using the Capital One mobile app

Customer Service 1-877-860-1250

Changing your mailing address?

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

Any written request on this form will not be honored.

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

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

When will you Credit My Payment?

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

Walmart Rewards® Card ending in 9732
May 19, 2021 - Jun 17, 2021 | 30 days in Billing Cycle

Transactions

Visit Walmart.capitalone.com to see detailed transactions.

BILLY P SUMMERLIN JR #9732: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount

BILLY P SUMMERLIN JR #9732: Transactions

Trans Date	Post Date	Description	Amount

Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			**$0.00**

Interest Charged

Interest Charge on Purchases	$126.09
Interest Charge on Quick Cash	$0.00
Interest Charge on Other Balances	$0.00
Total Interest for This Period	**$126.09**

Totals Year-to-Date

Total Fees charged	**$78.00**
Total Interest charged	**$724.05**

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	22.90% D	$6,699.25	$126.09

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P L	Prime Rate + margin 3 month LIBOR + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
D F	Prime Rate + margin 1 month LIBOR + margin	The first day of each Billing Cycle

DOCUMENT 9

Capital One® Customer Agreement

Welcome to Capital One

Thank you for opening a credit card account with us. This Customer Agreement, including any changes to it ("Agreement"), contains the terms of your agreement with Capital One.

Definitions

The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, "you" and "your" mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. "We," "us," "our," and "Capital One" mean Capital One, National Association; and its agents, authorized representatives, successors, and assignees.

Account Documents

The following documents govern your *Account* with us:

(1) this Agreement;
(2) all *Statements*;
(3) any rewards program terms, conditions, and disclosures;
(4) any privacy notices;
(5) all disclosures and materials provided to you before or when you opened your *Account*;
(6) any other documents and disclosures relating to your *Account*, including those provided online; and
(7) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

Account Information

We need information about you to manage your *Account*. This includes:

(1) your legal name;
(2) a valid U.S. mailing address and residential address (if different);
(3) your date of birth;
(4) your Social Security number or other government identification number;
(5) your telephone number(s); and
(6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

Credit Limits

When you open your *Account*, we will tell you your credit limits. These will also appear on your *Statement*. We may also refer to your credit limits as your credit lines. We may give you different credit limits for different types of transactions or for the different *Segments* of your *Account*.

You are responsible for keeping track of your *Segment* balances and your available credit. You must manage your *Account* to remain below your credit limits. We may honor transactions above your credit limits, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limits.

We may also increase, decrease, restrict or cancel your credit limit on any *Segment* at any time. This will not affect your obligation to pay us.

Using Your Account

(1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
(2) You must sign the *Card* immediately when you receive it.
(3) You must return the *Card* to us or destroy it if we ask you to.
(4) You must take reasonable steps to prevent the unauthorized use of your *Card* and *Account*.
(5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your *Account* is not in default.
(6) We are not responsible for any losses you incur if we do not authorize a transaction.
(7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
(8) Unless we tell you otherwise, we will bill each transaction to the applicable *Segment* of your *Account*. We will apply it against your available credit for that *Segment*.
(9) You may obtain *Quick Cash* at participating Walmart-owned registers as permitted for your *Account*.
(10) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.
(11) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.
(12) You may use your *Account* for purchases at participating retail locations that accept the *Card*.

Rewards

Your *Account* may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

Promotional Credit Plans

From time to time, we may offer one or more promotional *Segments* prior to or at the time of your purchase. Only certain purchases may be eligible for promotional *Segments*. These offers may have special repayment terms and are conditioned on your timely payment of at least the requirement payment amount each *Billing Cycle*.

1. **Waived Interest Charge** - With this offer there are no *Interest Charges* on your purchases for a specified period.
2. **Reduced Rate** - With this offer, you will receive a reduced Annual Percentage Rate (APR) on your purchase for a specified period.

Using a PIN

We may give you a personal identification number (PIN). For security reasons, you may have to provide the PIN before you are able to use your *Card*.

Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your *Card*. If you lose your *Card* or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service immediately.

Authorized Users

If you ask us to issue a *Card* to any other person, they are an *Authorized User*. We may require certain information about them. We may limit their ability to use your *Card*. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want, or agree to, that use.

Removing an Authorized User

If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service and request their removal. You also must immediately destroy all *Cards* in their possession and cancel any arrangements they may have set up on your *Account*. They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later.

Authorized Users may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

Your Promise to Pay

You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual *Card* (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

Statements

We will generally send or make available to you one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement*, or may prohibit us from doing so.

Disputed Transactions

You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

(1) give us any information about the disputed transaction, if we ask;
(2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
(3) help us get reimbursement from others.

No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card* beyond your rights described in the "Billing Rights Summary" on your *Statement*.

Lost or Stolen Card

If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Interest Charges and Fees

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and other *Truth-In-Lending Disclosures*. In general, *Interest Charges* begin to accrue on any unpaid amount from the date of the transaction, date the transaction is processed or the first day of the *Billing Cycle*. However, we will not charge you interest on any new transactions posted to the purchase *Segment* of your *Account* if you pay your "New Balance" in full by the due date on your *Statement* each month. If you did not pay your "New Balance" in full when due for a *Billing Cycle*, interest will continue to

accrue between the time that we calculate your "New Balance," as reflected on your *Statement*, and when we receive your payment. This interest will post on your next *Statement*. That is why if you start accruing *Interest Charges*, you generally must pay your "New Balance" in full for two consecutive *Billing Cycles* before *Interest Charges* stop posting to your *Statement*. From time to time, we may provide you offers that allow you to pay less than the "New Balance" in full and avoid *Interest Charges* on new purchase *Segment* transactions. If we do, we will provide details in the specific offer.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Truth-in-Lending Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Truth-in-Lending Disclosures*.

Membership Fee

If your *Account* has a membership *Fee*, we may charge the first membership *Fee* either on the day you activate your *Card* or on the day when you use your *Account*, whichever occurs first. If your *Account* terms include a $0 introductory *Fee*, we may charge the first *Fee* when the introductory period ends. If it is an annual *Fee*, we may then charge it approximately once per year. If it is a monthly *Fee*, we may charge it each *Billing Cycle*.

Late Payment Fee

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

Returned Payment Fee

We may charge you this *Fee* each time your financial institution for any reason rejects a payment you make to us.

Minimum Payment

You must pay us at least the minimum payment amount by the payment due date. Your *Statement* will tell you:

(1) the minimum payment due,
(2) your new balance,
(3) the payment due date, and
(4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

Other Payment Services

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

Your *Account* may have *Segments* with different Annual Percentage Rates (APR). If your *Account* has *Segment*

balances with different APRs, here is how we apply payments in a *Billing Cycle*:

(1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.
(2) We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations, or special instructions to:

Capital One
PO Box 1330
Charlotte, NC 28201-1330

This includes *Items* marked "Paid in Full" or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

Account Default

You will be in default if:

(1) you do not make any payment when it is due;
(2) any payment you make is rejected, not paid or cannot be processed;
(3) you exceed a credit limit;
(4) you file or become the subject of a bankruptcy or insolvency proceeding;
(5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
(6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
(7) you do not comply with any term of this Agreement or any other agreement with us; or
(8) you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

(1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Truth-in-Lending Disclosures*;
(2) close or suspend your *Account*;
(3) lower your credit limit(s);
(4) demand that you immediately pay the total balance owing on your *Account*;
(5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
(6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*.

You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Some of our communications, including this Agreement, are available in both English and Spanish. You will be given the opportunity to select which of these language you would prefer for future communications. Capital One reserves the right to send communications in English. Some online services and other important communications about your *Account* may only be available in English. You should review all communications we send to you in both languages, as they may contain important information about your *Account*.

Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *Account* may be reflected in your credit report. Information we provide may appear on your and the *Authorized Users'* credit reports.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at PO Box 30281, Salt Lake City, UT 84130-0281. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Glossary

- ***"Account"*** means your *Card Account* with us.
- ***"Authorized User"*** means a person who may use the *Card*, but is not responsible for the repayment of the *Account*.
- ***"Billing Cycle"*** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a "March *Billing Cycle*" will have a closing date in March. We may also refer to a *Billing Cycle* as a "Billing Period". If your *Account* balance has charged off, we may switch to quarterly *Billing Cycles* for your *Account*.
- ***"Card"*** means any Capital One credit card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.
- ***"Fees"*** means charges imposed on your *Account* not based on the Annual Percentage Rates.
- ***"Interest Charges"*** means any charges to your *Account* based on the application of Annual Percentage Rates.
- ***"Item"*** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments.
- ***"Quick Cash"*** means cash that may be obtained in $20 increments, up to any limit we may set, at the time a purchase transaction is made using your *Card* at participating Walmart-owned registers. *Quick Cash* is not available if you are using Walmart Pay. *Quick Cash* transactions will be treated as part of the purchase *Segment* of your *Account* for the purpose of calculating interest.
- ***"Segments"*** means the different parts of your *Account* we may establish that are subject to unique APRs, pricing, or other terms. The sum of your *Segment* balances equals your total *Account* balance.
- ***"Statement"*** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a "Periodic *Statement*" or a "Billing *Statement*".
- ***"Truth-in-Lending Disclosures"*** means disclosures that the federal Truth in Lending Act and Regulation Z require for any *Account*. This includes your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements*, and change in terms notices.

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: DV-2022-900838.00
	)	
SUMMERLIN BILLY P,	)	
Defendant.	)	

ORDER

This case came before the Court on Plaintiff's application for default judgment. The application is granted and default against Defendant is hereby entered.

Judgment by default is hereby entered in favor of Plaintiff, MIDLAND CREDIT MANAGEMENT, INC and against Defendant, BILLY P SUMMERLIN in the amount of $6,764.61, post judgment interest at the Alabama statutory rate, plus costs of court including service of process costs.

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]
DISTRICT JUDGE

AlaFile E-Notice

58-DV-2022-900838.00

Judge: W. CASEY DUNCAN

To: JASON PATRICK ZARZAUR
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 10/23/2022 11:36:32 PM

C001 MIDLAND CREDIT MANAGEMENT, INC

MOTION FOR DEFAULT JUDGMENT

[Filer: ZARZAUR JASON PATRICK]

Notice Date: 10/23/2022 11:36:32 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: W. CASEY DUNCAN

To: SUMMERLIN BILLY P (PRO SE)
2130 FOREST LAKES LN
STERRETT, AL, 35147-0000

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 10/23/2022 11:36:32 PM

C001 MIDLAND CREDIT MANAGEMENT, INC

MOTION FOR DEFAULT JUDGMENT

[Filer: ZARZAUR JASON PATRICK]

Notice Date: 10/23/2022 11:36:32 PM

MARY HARRIS
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SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: DV-2022-900838.00
	)	
SUMMERLIN BILLY P,	)	
Defendant.	)	

TRANSFER ORDER

This case is hereby transferred to the Honorable Hub B. Harrington.

Clerk is requested to change the Judge I.D. to that of Judge Harrington.

DONE this 8th day of November, 2023.

/s/ W. CASEY DUNCAN
DISTRICT JUDGE

AlaFile E-Notice

58-DV-2022-900838.00

Judge: W. CASEY DUNCAN

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 11/8/2023 2:30:26 PM

Notice Date: 11/8/2023 2:30:26 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: W. CASEY DUNCAN

To: SUMMERLIN BILLY P (PRO SE)
2130 FOREST LAKES LN
STERRETT, AL, 35147-0000

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 11/8/2023 2:30:26 PM

Notice Date: 11/8/2023 2:30:26 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: DV-2022-900838.00
	)	
SUMMERLIN BILLY P,	)	
Defendant.	)	

ORDER

This case came before the Court on Plaintiff's application for default judgment. The application is granted and default against Defendant is hereby entered.

Judgment by default is hereby entered in favor of Plaintiff, MIDLAND CREDIT MANAGEMENT, INC and against Defendant, BILLY P SUMMERLIN in the amount of $6,764.61, post judgment interest at the Alabama statutory rate, plus costs of court including service of process costs.

DONE this 4th day of December, 2023.

/s/ HUB HARRINGTON
DISTRICT JUDGE

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF COURT ACTION

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

A court action was entered in the above case on 12/4/2023 3:04:30 PM

ORDER

[Filer:]

Disposition: DISPOSED BY SEPARATE ORDER
Judge: HBH

Notice Date: 12/4/2023 3:04:30 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: SUMMERLIN BILLY P (PRO SE)
2130 FOREST LAKES LN
STERRETT, AL, 35147-0000

NOTICE OF COURT ACTION

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

A court action was entered in the above case on 12/4/2023 3:04:30 PM

ORDER

[Filer:]

Disposition: DISPOSED BY SEPARATE ORDER
Judge: HBH

Notice Date: 12/4/2023 3:04:30 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

State of Alabama
Unified Judicial System
Form C-21 (Front) Rev. 10/2023

PROCESS OF GARNISHMENT

IN THE DISTRICT COURT OF SHELBY COUNTY, A

NAME AND ADDRESS OF PLAINTIFF (Persons Asserting Claim):
MIDLAND CREDIT MANAGEMENT, INC

NAME AND ADDRESS OF ATTORNEY OR REPRESENTATIVE FOR PLAINTIFF:
Zarzaur & Schwartz, PC
Post Office Box 11366
Birmingham, AL 35202

NAME AND ADDRESS OF GARNISHEE:
Express Oil Change, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

NAME AND ADDRESS OF DEFENDANT (Person Whose Property is Subject to Garnishment):
BILLY P SUMMERLIN CERTIFIED MAIL
XXX-XX-6456 *Defendant's Social Security Number must be redacted according to Alabama Rule 5.1, for full number, please contact Plaintiff's Attorney at 205-250-5320.*
2130 FOREST LAKES LN
STERRETT AL 35147-8150

DATE OF JUDGMENT:	12/04/2023
JUDGMENT AMOUNT:	**$6,764.61**
INTEREST:	**$170.59**
COSTS:	**$417.13**
LESS CREDIT:	**$0.00**
OTHER:	**$0.00**
TOTAL:	**$7,352.33**

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named Garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the Garnishee's control. I believe that a Process of Garnishment against the Garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be:

☒ 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, OR

☐ 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form.

C. I hereby request disbursement of amount periodically paid into court pursuant to this garnishment.

Sworn and subscribed before me on the date set out below.

/S/ Kelly L Pugh, Notary Public, my commission expires August 20, 2024

Digitally signed by /S/ Kelly L Pugh, Notary Public, my commission expires August 20, 2024
DN: cn=/S/ Kelly L Pugh, Notary Public, my commission expires August 20, 2024, ou=/S/ Kelly L. Pugh, Notary Public, my commission expires: August 20, 2024, email=kelly.pugh@zarzaur.com, c=US

Signature of Officer Authorized to Administer Oaths/Notary Public

Notary Public Only: My Commission expires on:

David A. Hearne (HEA052) Attorney at Law

Digitally signed by David A. Hearne (HEA052) Attorney at Law
Date: 2024.04.05 12:49:55 -05'00'

Affiant/ Attorney (signature)

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

State of Alabama
Unified Judicial System
Form C-21 Rev. 7/2017

PROCESS OF GARNISHMEN

WRIT OF GARNISHMENT

TO ANY LAW ENFORCEMENT OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve this Process of Garnishment on the GARNISHEE, EXPRESS OIL CHANGE, L.L.C. (G001), and a copy on the defendant, SUMMERLIN BILLY P (D001), and make proper return to this

NOTICE TO DEFENDANT: READ THE IMPORTANT INFORMATION ON THE NEXT PAGE REGARDING YOUR RIGHTS.

NOTICE TO GARNISHEE: YOU ARE THE GARNISHEE IN THE ABOVE ACTION.

You must complete and file the enclosed Answer form within thirty (30) days from service of process. If you fail to file an Answer, the plaintiff can proceed for judgment against you for the amount of the claim, plus costs. Mailing the notarized Answer form to the Clerk of the Court at the address below constitutes making a proper appearance in the Court. YOU MUST ANSWER:

(1) Whether you are or will be indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or

(2) Whether you will be indebted to the defendant in the future by existing contract, or

(3) Whether by existing contract you are liable to the defendant for the delivery of personal property, or for the payment of money, or

(4) Whether you have in your possession or control, money or effects belonging to the defendant.

You are commanded to retain the amount indicated above from wages, salary or other compensation due or which will become due to the defendant for such period of time as is necessary to accumulate the sum $ $7352.33 (Judgment and costs). You are required, after a period of 30 days from the first retention of any sum from the defendant's wages, salary, or other compensation, to begin paying the moneys withheld into court as they are deducted or withheld and continue to do so on a monthly or more frequent basis until the full amount is withheld. If employment of the defendant is terminated BEFORE the sum is accumulated, you are required by law to report the termination and pay into court within 15 days AFTER termination, all sums withheld in compliance with this garnishment. (See Instructions on Garnishments attached in this packet). If you have in your possession or control property or money belonging to the defendant, which is NOT wages, salary or other compensation, and is not exempt as a matter of law, you are further commanded to hold the property or money, or the amount shown above as "Total," whichever is less, subject to orders of this Court.

Date issued: 4/8/2024

/s/ MARY HARRIS
Clerk

By: /s/ ANH
Deputy Clerk

Address: POST OFFICE BOX 1810 112 NORTH MAIN STREET, COLUMBIANA, AL 35051

This process was executed by serving a copy on (Garnishee) _____
on (Date) _____. Service on Defendant _____ on (Date) _____
Served By: _____ Title: _____

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: JASON PATRICK ZARZAUR
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following Garnishment was ISSUED on 4/8/2024 12:46:49 PM

Notice Date: 4/8/2024 12:46:49 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: EXPRESS OIL CHANGE, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL, 36104

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following Garnishment was ISSUED on 4/8/2024 12:46:49 PM

Notice Date: 4/8/2024 12:46:49 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: BILLY P SUMMERLIN
2130 FOREST LAKES LN
STERRETT, AL, 35147

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following Garnishment was ISSUED on 4/8/2024 12:46:49 PM

Notice Date: 4/8/2024 12:46:49 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

NOTICE TO CLERK

REQUIREMENTS FOR COMPLETING SERVICE BY
CERTIFIED MAIL OR FIRST CLASS MAIL

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA
MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN

58-DV-2022-900838.00

To: CLERK SHELBY
clerk.shelby@alacourt.gov

TOTAL POSTAGE PAID: $25.11

Parties to be served by Certified Mail - Return Receipt Requested

EXPRESS OIL CHANGE, L.L.C. Postage: $8.93
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

Parties to be served by Certified Mail - Restricted Delivery - Return Receipt Requested

BILLY P SUMMERLIN Postage: $16.18
2130 FOREST LAKES LN
STERRETT, AL 35147

Parties to be served by First Class Mail

State of Alabama
Unified Judicial System

FORM C-15 Rev. 10/92

ORDER OF SERVICE AND RETURN

Case Number
58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC (C001) **V.** BILLY P SUMMERLIN (D001)

Plaintiff **Defendant**

(For Juvenile cases only):

In the Matter of:

TO ANY SHERIFF OF THE STATE OF ALABAMA OR ANY OTHER AUTHORIZED PERSON:

You are hereby commanded to deliver the attached document(s), namely

a. Order of Service and Return
b. Process of Garnishment
c. Instructions
d. Writ of Garnishment
e. Answer Form

to (name): EXPRESS OIL CHANGE, L.L.C. (G001)

at the following address: CORPORATION SERVICE COMPANY INC. 641 SOUTH LAWRENCE STREET, MONTGOMERY, AL 36104-0000

and make return to this court.

4/8/2024
Date

/s/ MARY HARRIS By
Signature of Court Clerk

MARY HARRIS
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL 35051

RETURN ON SERVICE

I hereby certify that I personally delivered a copy of the attached document(s)

In The DISTRICT Court of SHELBY County, Alabama to

(Name of County or Municipality)

Name: EXPRESS OIL CHANGE, L.L.C. (G001)

on (Date):

Address: CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET

City/State/Zip Code: MONTGOMERY, AL 36104-0000

Address of Server:

Signature of Server

City/State/Zip Code:

Type of Process Server

Form C-21 Rev. 7/2017	PROCESS OF GARNISHMENT

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF:§6-10-7, Code of Alabama 1975, and Title 15, §1673, United States Code ("U.S.C.").

Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §5-19-15, Code of Alabama, 1975.

Under this law, if the debt or demand was created ON OR AFTER April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (which is not wages, salary or other compensation and is not exempt as a matter of law), you are commanded to hold the property or money, or the amount shown on the other side as "Total," whichever is less, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer "all such money is exempt from execution." The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

(1) Calculate "disposable earnings" for the week (see definition of disposable earnings" above).

(2) Multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by thirty (30) and subtract this amount from "disposable earnings." Compare these two and obtain the lesser amount.

(3) After the calculation is made in accordance with (2) above, the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the previous page.

(4) THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, §1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court may order your wages, money in a bank, sums owned to you, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of the United States provide that in some circumstances certain money and property may not be taken to pay certain types of court judgments, because certain money or property may be "exempt" from garnishment. For example, under State law, in some circumstances, up to $7,500 in personal property, including money (except wages, salaries or other compensation), bank accounts, automobiles, appliances, etc. may be exempt from process of garnishment. Similarly, under Federal law, certain benefits and certain welfare payments may be exempt from garnishment. Benefits and payments ordinarily exempt from garnishment include, for example, Social Security payments. SSI payments, veteran's benefits, AFDC (welfare) payments, unemployment compensation payments, and workers' compensation payments.

THESE EXAMPLES ARE FOR PURPOSES OF ILLUSTRATION ONLY. WHETHER YOU WILL BE ENTITLED TO CLAIM ANY EXEMPTION FROM THE PROCESS OF GARNISHMENT, AND, IF SO, WHAT PROPERTY MAY BE EXEMPT, WILL BE DETERMINED BY THE FACTS IN YOUR PARTICULAR CASE. IF YOU ARE UNCERTAIN AS TO YOUR POSSIBLE EXEMPTION RIGHTS, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

TO CLAIM ANY EXEMPTION THAT MAY BE AVAILABLE TO YOU, YOU MUST PREPARE A "CLAIM OF EXEMPTION" FORM LISTING ON IT ALL YOUI WAGES AND PERSONAL PROPERTY; HAVE THE CLAIM OF EXEMPTION NOTARIZED; AND FILE IT IN THE CLERK'S OFFICE. ALSO, IT IS YOUR RESPONSIBILITY TO MAIL OR DELIVER A COPY OF THE CLAIM OF EXEMPTION TO THE PLAINTIFF WHO HAS A JUDGMENT AGAINST YOU. YOU MUST INDICATE ON THE CLAIM OF EXEMPTION THAT YOU FILED IN THE CLERK'S OFFICE WHETHER YOU MAILED OR DELIVERED THE COPY TO THE PLAINTIFF AND THE DATE ON WHICH YOU MAILED OR DELIVERED IT. THE CLERK CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD SEE A LAWYER.

If you file a claim of exemption, the plaintiff will have approximately ten (10) days to file a "contest" of your claim of exemption. If a contest is filed, a Court hearing will be scheduled and you will be notified of the time and place of the hearing. If the plaintiff does not file a contest, the property claimed by you as exempt will be released from the garnishment.

If you do not file a claim of exemption, your property may be turned over to the court and to the plaintiff on the judgment against you.

TO PROTECT YOUR RIGHTS, IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT A LAWYER.

NOTICE TO PLAINTIFF OF RIGHT TO CONTEST CLAIM OF EXEMPTION OF DEFENDANT

If a "Claim of Exemption" is filed in the Clerk's office and mailed or delivered to you by the defendant, you have approximately ten (10) days to file a "Contest" to the Claim of Exemption with the Clerk of the Court.

If a Contest is timely filed, a Court hearing will be scheduled within seven (7) calendar days (or on the next business day thereafter if the Court is not open on the seventh day). You and the defendant will be notified of the time and place of the hearing.

If you fail to make timely Contest of the Claim of Exemption, after fifteen (15) calendar days from the filing of such claim by the defendant, the Process of Garnishment and any writ of garnishment issued therein shall be dismissed or, where appropriate, modified to the extent necessary to give effect to the claimed exemptions.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

State of Alabama
Unified Judicial System
FORM C-22 Rev. 11/06

GARNISHEE'S ANSWER

Case Number
58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC (C001) **V.** BILLY P SUMMERLIN (D001)

Plaintiff *(Person Asserting Claim)* **Defendant** *(Person Whose Property is Subject to Garnishment)*

Garnishee: EXPRESS OIL CHANGE, L.L.C. (G001)

Business Address: CORPORATION SERVICE COMPANY INC., 641 SOUTH LAWRENCE STREET

MONTGOMERY AL 36104-0000
City State Zip

NOTICE TO GARNISHEE:

After reading the Process of Garnishment and Instructions attached in this Garnishment packet, check the appropriate answer(s) below, sign, and have notarized. Keep a copy of this Answer for your records and return the original and two copies to the Clerk of the above-named Court at the address below.

☐ The defendant is employed, and the garnishee will withhold from the salary, wages, or other compensation of the defendant, as required, and pay the amounts withheld to the Clerk of the above-named Court.

☐ The defendant is employed, but the defendant's disposable earnings are not sufficient to be subject to garnishment.

☐ The garnishee has in the garnishee's possession or control non-exempt property or money belonging to the defendant, which is not wages, salary, or other compensation, namely:

_____

_____

and is holding the property or money subject to orders of the Court.

☐ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.

☐ The defendant is not employed, the garnishee was not indebted to the defendant when the process was received, or, when making this Answer or during the intervening time, the garnishee does not have possession or control of any belongings of the defendant.

☐ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.

☐ Other (Explain): _____

_____

_____
Garnishee or Authorized Agent (Signature)

Clerk of Court: MARY HARRIS

Sworn to and Subscribed before me this
Date: _____

Business Address: POST OFFICE BOX 1810
112 NORTH MAIN STREET

COLUMBIANA AL 35051
City State Zip

Business Telephone Number: 205-669-3760

_____
Notary Public (Signature)

State of Alabama
Unified Judicial System

FORM C-15 Rev. 10/92

ORDER OF SERVICE AND RETURN

Case Number
58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC (C001) **V.** BILLY P SUMMERLIN (D001)

Plaintiff **Defendant**

(For Juvenile cases only):

In the Matter of: _____

TO ANY SHERIFF OF THE STATE OF ALABAMA OR ANY OTHER AUTHORIZED PERSON:

You are hereby commanded to deliver the attached document(s), namely

a. Order of Service and Return
b. Process of Garnishment
c. Instructions
d. Writ of Garnishment

to (name): BILLY P SUMMERLIN (D001) (G001)

at the following address: 2130 FOREST LAKES LN, STERRETT, AL 35147-0000

and make return to this court.

4/8/2024
Date

/s/ MARY HARRIS By _____
Signature of Court Clerk

MARY HARRIS
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL 35051

RETURN ON SERVICE

I hereby certify that I personally delivered a copy of the attached document(s)

In The DISTRICT Court of SHELBY County, Alabama to
(Name of County or Municipality)

Name: BILLY P SUMMERLIN (D001) (G001) on (Date): _____

Address: 2130 FOREST LAKES LN

City/State/Zip Code: STERRETT, AL 35147-0000

Address of Server: _____

City/State/Zip Code: _____

_____
Signature of Server

_____
Type of Process Server

Form C-21 Rev. 7/2017	PROCESS OF GARNISHMENT

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF:§6-10-7, Code of Alabama 1975, and Title 15, §1673, United States Code ("U.S.C.").

Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §5-19-15, Code of Alabama, 1975.

Under this law, if the debt or demand was created ON OR AFTER April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (which is not wages, salary or other compensation and is not exempt as a matter of law), you are commanded to hold the property or money, or the amount shown on the other side as "Total," whichever is less, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer "all such money is exempt from execution." The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

(1) Calculate "disposable earnings" for the week (see definition of disposable earnings" above).

(2) Multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by thirty (30) and subtract this amount from "disposable earnings." Compare these two and obtain the lesser amount.

(3) After the calculation is made in accordance with (2) above, the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the previous page.

(4) THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, §1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court may order your wages, money in a bank, sums owned to you, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of the United States provide that in some circumstances certain money and property may not be taken to pay certain types of court judgments, because certain money or property may be "exempt" from garnishment. For example, under State law, in some circumstances, up to $7,500 in personal property, including money (except wages, salaries or other compensation), bank accounts, automobiles, appliances, etc. may be exempt from process of garnishment. Similarly, under Federal law, certain benefits and certain welfare payments may be exempt from garnishment. Benefits and payments ordinarily exempt from garnishment include, for example, Social Security payments. SSI payments, veteran's benefits, AFDC (welfare) payments, unemployment compensation payments, and workers' compensation payments.

THESE EXAMPLES ARE FOR PURPOSES OF ILLUSTRATION ONLY. WHETHER YOU WILL BE ENTITLED TO CLAIM ANY EXEMPTION FROM THE PROCESS OF GARNISHMENT, AND, IF SO, WHAT PROPERTY MAY BE EXEMPT, WILL BE DETERMINED BY THE FACTS IN YOUR PARTICULAR CASE. IF YOU ARE UNCERTAIN AS TO YOUR POSSIBLE EXEMPTION RIGHTS, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

TO CLAIM ANY EXEMPTION THAT MAY BE AVAILABLE TO YOU, YOU MUST PREPARE A "CLAIM OF EXEMPTION" FORM LISTING ON IT ALL YOUI WAGES AND PERSONAL PROPERTY; HAVE THE CLAIM OF EXEMPTION NOTARIZED; AND FILE IT IN THE CLERK'S OFFICE. ALSO, IT IS YOUR RESPONSIBILITY TO MAIL OR DELIVER A COPY OF THE CLAIM OF EXEMPTION TO THE PLAINTIFF WHO HAS A JUDGMENT AGAINST YOU. YOU MUST INDICATE ON THE CLAIM OF EXEMPTION THAT YOU FILED IN THE CLERK'S OFFICE WHETHER YOU MAILED OR DELIVERED THE COPY TO THE PLAINTIFF AND THE DATE ON WHICH YOU MAILED OR DELIVERED IT. THE CLERK CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD SEE A LAWYER.

If you file a claim of exemption, the plaintiff will have approximately ten (10) days to file a "contest" of your claim of exemption. If a contest is filed, a Court hearing will be scheduled and you will be notified of the time and place of the hearing. If the plaintiff does not file a contest, the property claimed by you as exempt will be released from the garnishment.

If you do not file a claim of exemption, your property may be turned over to the court and to the plaintiff on the judgment against you.

TO PROTECT YOUR RIGHTS, IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT A LAWYER.

NOTICE TO PLAINTIFF OF RIGHT TO CONTEST CLAIM OF EXEMPTION OF DEFENDANT

If a "Claim of Exemption" is filed in the Clerk's office and mailed or delivered to you by the defendant, you have approximately ten (10) days to file a "Contest" to the Claim of Exemption with the Clerk of the Court.

If a Contest is timely filed, a Court hearing will be scheduled within seven (7) calendar days (or on the next business day thereafter if the Court is not open on the seventh day). You and the defendant will be notified of the time and place of the hearing.

If you fail to make timely Contest of the Claim of Exemption, after fifteen (15) calendar days from the filing of such claim by the defendant, the Process of Garnishment and any writ of garnishment issued therein shall be dismissed or, where appropriate, modified to the extent necessary to give effect to the claimed exemptions.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: EXPRESS OIL CHANGE, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL, 36104

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following Garnishment was ISSUED on 4/8/2024 12:46:49 PM

Notice Date: 4/8/2024 12:46:49 PM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

State of Alabama
Unified Judicial System
Form C-21 (Front) Rev. 10/2023

PROCESS OF GARNISHMENT

IN THE DISTRICT COURT OF SHELBY COUNTY, A

NAME AND ADDRESS OF PLAINTIFF (Person Asserting Claim):
MIDLAND CREDIT MANAGEMENT, INC

NAME AND ADDRESS OF ATTORNEY OR REPRESENTATIVE FOR PLAINTIFF:
Zarzaur & Schwartz, PC
Post Office Box 11366
Birmingham, AL 35202

NAME AND ADDRESS OF GARNISHEE:
Express Oil Change, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

NAME AND ADDRESS OF DEFENDANT (Person Whose Property is Subject to Garnishment):
BILLY P SUMMERLIN CERTIFIED MAIL
XXX-XX-6456 *Defendant's Social Security Number must be redacted according to Alabama Rule 5.1, for full number, please contact Plaintiff's Attorney at 205-250-5320.*
2130 FOREST LAKES LN
STERRETT AL 35147-8150

DATE OF JUDGMENT:	12/04/2023
JUDGMENT AMOUNT:	$6,764.61
INTEREST:	$170.59
COSTS:	$417.13
LESS CREDIT:	$0.00
OTHER:	$0.00
TOTAL:	$7,352.33

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named Garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the Garnishee's control. I believe that a Process of Garnishment against the Garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be:

- ☒ 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, OR
- ☐ 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form.

C. I hereby request disbursement of amount periodically paid into court pursuant to this garnishment.

Sworn and subscribed before me on the date set out below.

/S/ Kelly L Pugh,
Notary Public, my commission expires [redacted]

David A. Hearne (HEA052) Attorney at Law

Digitally signed by David A. Hearne (HEA052) Attorney at Law
Date: 2024.04.05 12:49:55 -05'00'

Signature of Clerk/Deputy Clerk/Notary Public: Affiant/ Attorney (signature)
Notary Public Only: My Commission expires on:

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

State of Alabama
Unified Judicial System
Form C-21 Rev. 7/2017

PROCESS OF GARNISHMEN

WRIT OF GARNISHMENT

TO ANY LAW ENFORCEMENT OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve this Process of Garnishment on the GARNISHEE, EXPRESS OIL CHANGE, L.L.C. (G001), and a copy on the defendant, SUMMERLIN BILLY P (D001), and make proper return to this

NOTICE TO DEFENDANT: READ THE IMPORTANT INFORMATION ON THE NEXT PAGE REGARDING YOUR RIGHTS.

NOTICE TO GARNISHEE: YOU ARE THE GARNISHEE IN THE ABOVE ACTION.

You must complete and file the enclosed Answer form within thirty (30) days from service of process. If you fail to file an Answer, the plaintiff can proceed for judgment against you for the amount of the claim, plus costs. Mailing the notarized Answer form to the Clerk of the Court at the address below constitutes making a proper appearance in the Court. YOU MUST ANSWER:

(1) Whether you are or will be indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or

(2) Whether you will be indebted to the defendant in the future by existing contract, or

(3) Whether by existing contract you are liable to the defendant for the delivery of personal property, or for the payment of money, or

(4) Whether you have in your possession or control, money or effects belonging to the defendant.

You are commanded to retain the amount indicated above from wages, salary or other compensation due or which will become due to the defendant for such period of time as is necessary to accumulate the sum $ $7352.33 (Judgment and costs). You are required, after a period of 30 days from the first retention of any sum from the defendant's wages, salary, or other compensation, to begin paying the moneys withheld into court as they are deducted or withheld and continue to do so on a monthly or more frequent basis until the full amount is withheld. If employment of the defendant is terminated BEFORE the sum is accumulated, you are required by law to report the termination and pay into court within 15 days AFTER termination, all sums withheld in compliance with this garnishment. (See Instructions on Garnishments attached in this packet). If you have in your possession or control property or money belonging to the defendant, which is NOT wages, salary or other compensation, and is not exempt as a matter of law, you are further commanded to hold the property or money, or the amount shown above as "Total," whichever is less, subject to orders of this Court.

Date issued: 4/8/2024

/s/ MARY HARRIS
Clerk

By: /s/ ANH
Deputy Clerk

Address: POST OFFICE BOX 1810 112 NORTH MAIN STREET, COLUMBIANA, AL 35051

This process was executed by serving a copy on (Garnishee) _____
on (Date) _____. Service on Defendant _____ on (Date) _____
Served By: _____ Title: _____

DOCUMENT 19

Form C-21 Rev. 7/2017	PROCESS OF GARNISHMENT

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF:§6-10-7, Code of Alabama 1975, and Title 15, §1673, United States Code ("U.S.C.").

Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §5-19-15, Code of Alabama, 1975.

Under this law, if the debt or demand was created ON OR AFTER April 12, 1966, the amount subject to garnishment shall not exceed the LESSER of:
(1) twenty-five (25) percent of "disposable earnings" for the week; OR
(2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (which is not wages, salary or other compensation and is not exempt as a matter of law), you are commanded to hold the property or money, or the amount shown on the other side as "Total," whichever is less, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer "all such money is exempt from execution." The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

(1) Calculate "disposable earnings" for the week (see definition of disposable earnings" above).

(2) Multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by thirty (30) and subtract this amount from "disposable earnings." Compare these two and obtain the lesser amount.

(3) After the calculation is made in accordance with (2) above, the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the previous page.

(4) THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, §1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court may order your wages, money in a bank, sums owned to you, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of the United States provide that in some circumstances certain money and property may not be taken to pay certain types of court judgments, because certain money or property may be "exempt" from garnishment. For example, under State law, in some circumstances, up to $7,500 in personal property, including money (except wages, salaries or other compensation), bank accounts, automobiles, appliances, etc. may be exempt from process of garnishment. Similarly, under Federal law, certain benefits and certain welfare payments may be exempt from garnishment. Benefits and payments ordinarily exempt from garnishment include, for example, Social Security payments, SSI payments, veteran's benefits, AFDC (welfare) payments, unemployment compensation payments, and workers' compensation payments.

THESE EXAMPLES ARE FOR PURPOSES OF ILLUSTRATION ONLY. WHETHER YOU WILL BE ENTITLED TO CLAIM ANY EXEMPTION FROM THE PROCESS OF GARNISHMENT, AND, IF SO, WHAT PROPERTY MAY BE EXEMPT, WILL BE DETERMINED BY THE FACTS IN YOUR PARTICULAR CASE. IF YOU ARE UNCERTAIN AS TO YOUR POSSIBLE EXEMPTION RIGHTS, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

TO CLAIM ANY EXEMPTION THAT MAY BE AVAILABLE TO YOU, YOU MUST PREPARE A "CLAIM OF EXEMPTION" FORM LISTING ON IT ALL YOUI WAGES AND PERSONAL PROPERTY; HAVE THE CLAIM OF EXEMPTION NOTARIZED; AND FILE IT IN THE CLERK'S OFFICE. ALSO, IT IS YOUR RESPONSIBILITY TO MAIL OR DELIVER A COPY OF THE CLAIM OF EXEMPTION TO THE PLAINTIFF WHO HAS A JUDGMENT AGAINST YOU. YOU MUST INDICATE ON THE CLAIM OF EXEMPTION THAT YOU FILED IN THE CLERK'S OFFICE WHETHER YOU MAILED OR DELIVERED THE COPY TO THE PLAINTIFF AND THE DATE ON WHICH YOU MAILED OR DELIVERED IT. THE CLERK CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE, YOU SHOULD SEE A LAWYER.

If you file a claim of exemption, the plaintiff will have approximately ten (10) days to file a "contest" of your claim of exemption. If a contest is filed, a Court hearing will be scheduled and you will be notified of the time and place of the hearing. If the plaintiff does not file a contest, the property claimed by you as exempt will be released from the garnishment.

If you do not file a claim of exemption, your property may be turned over to the court and to the plaintiff on the judgment against you.

TO PROTECT YOUR RIGHTS, IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT A LAWYER.

NOTICE TO PLAINTIFF OF RIGHT TO CONTEST CLAIM OF EXEMPTION OF DEFENDANT

If a "Claim of Exemption" is filed in the Clerk's office and mailed or delivered to you by the defendant, you have approximately ten (10) days to file a "Contest" to the Claim of Exemption with the Clerk of the Court.

If a Contest is timely filed, a Court hearing will be scheduled within seven (7) calendar days (or on the next business day thereafter if the Court is not open on the seventh day). You and the defendant will be notified of the time and place of the hearing.

If you fail to make timely Contest of the Claim of Exemption, after fifteen (15) calendar days from the filing of such claim by the defendant, the Process of Garnishment and any writ of garnishment issued therein shall be dismissed or, where appropriate, modified to the extent necessary to give effect to the claimed exemptions.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

State of Alabama
Unified Judicial System
FORM C-22 Rev. 11/94

GARNISHEE'S ANSWER

Case Number
58-DV-2022-900838.00

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC (C001) V. BILLY P SUMMERLIN (D001)

Plaintiff *(Person Asserting Claim)* **Defendant** *(Person Whose Property is Subject to Garnishment)*

Garnishee: EXPRESS OIL CHANGE, L.L.C. (G001)

Business Address: CORPORATION SERVICE COMPANY INC., 641 SOUTH LAWRENCE STREET

MONTGOMERY AL 36104-0000

City State Zip

NOTICE TO GARNISHEE:

After reading the Process of Garnishment and instructions attached in this Garnishment packet, check the appropriate answer(s) below, sign, and have notarized. Keep a copy of this Answer for your records and return the original and two copies to the Clerk of the above-named Court at the address below.

- ☐ The defendant is employed, and the garnishee will withhold from the salary, wages, or other compensation of the defendant, as required, and pay the amounts withheld to the Clerk of the above-named Court.
- ☐ The defendant is employed, but the defendant's disposable earnings are not sufficient to be subject to garnishment.
- ☐ The garnishee has in the garnishee's possession or control non-exempt property or money belonging to the defendant, which is not wages, salary, or other compensation, namely: _____ and is holding the property or money subject to orders of the Court.
- ☐ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.
- ☐ The defendant is not employed, the garnishee was not indebted to the defendant when the process was received, or, when making this Answer or during the intervening time, the garnishee does not have possession or control of any belongings of the defendant.
- ☐ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.
- ☐ Other (Explain): _____

_____
Garnishee or Authorized Agent (Signature)

Sworn to and Subscribed before me this
Date: _____

_____
Notary Public (Signature)

Clerk of Court: MARY HARRIS

Business Address: POST OFFICE BOX 1810
112 NORTH MAIN STREET

COLUMBIANA AL 35051
City State Zip

Business Telephone Number: 205-669-3760

DOCUMENT 16

State of Alabama
Unified Judicial System
Form C-21 (Front) Rev. 10/2023

PROCESS OF GARNISHMENT

IN THE DISTRICT COURT OF SHELBY COUNTY, A

NAME AND ADDRESS OF PLAINTIFF (Person Asserting Claim):
MIDLAND CREDIT MANAGEMENT, INC

NAME AND ADDRESS OF ATTORNEY OR REPRESENTATIVE FOR PLAINTIFF:
Zarzaur & Schwartz, PC
Post Office Box 11366
Birmingham, AL 35202

NAME AND ADDRESS OF GARNISHEE:
Express Oil Change, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

NAME AND ADDRESS OF DEFENDANT (Person Whose Property is Subject to Garnishment):
BILLY P SUMMERLIN CERTIFIED MAIL
XXX-XX-6456 *Defendant's Social Security Number must be redacted according to Alabama Rule 5.1, for full number, please contact Plaintiff's Attorney at 205-250-5320.*
2130 FOREST LAKES LN
STERRETT AL 35147-8150

DATE OF JUDGMENT:	12/04/2023
JUDGMENT AMOUNT:	$6,764.61
INTEREST:	$170.59
COSTS:	$417.13
LESS CREDIT:	$0.00
OTHER:	$0.00
TOTAL:	$7,352.33

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named Garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the Garnishee's control. I believe that a Process of Garnishment against the Garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be:
- [x] 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, OR
- [ ] 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form.

C. I hereby request disbursement of amount periodically paid into court pursuant to this garnishment.

Sworn and subscribed before me on the date set out below.

/S/ Kelly L Pugh,
Notary Public, my commission expires

Signature of Affiant/Other Oath/Notary Public

Notary Public Only: My Commission expires on:

David A. Hearne (HEA052) Attorney at Law

Digitally signed by David A. Hearne (HEA052) Attorney at Law
Date: 2024.04.05 12:49:55 -05'00'

Affiant/ Attorney (signature)

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

9589 0710 5270 0130 3389 40

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $ 16.18
Total Postage and Fees $ DV22-900838
Sent To Billy Summerlin
Street and Apt. No., or PO Box No. B1
City, State, ZIP+4

Postmark Here

PS Form 3800, January 2023 See Reverse for Instructions

9589 0710 5270 0130 3389 33

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $ 8.93
Total Postage and Fees $ DV22-900838
Sent To Express Oil
Street and Apt. No., or PO Box No. E1
City, State, ZIP+4

Postmark Here

See Reverse for Instructions

RECEIVED AND FILED
MARY H. HARRIS

APR 16 2024

CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

MARY H. HARRIS
APR 15 2024

1. Article Addressed to:

EXPRESS OIL CHANGE, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

9590 9402 8607 3244 1506 24

2. Article Number (Transfer from service label)

9589 0710 5270 0130 3389 33

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Kelley Webster
☑ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
4-11-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

D1 G1

DV22-900838

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF SERVICE

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was served on 4/11/2024

G001 EXPRESS OIL CHANGE, L.L.C.

Corresponding To

CERTIFIED MAIL

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

GARNISHEE'S ANSWER

IN THE DISTRICT COURT OF SHELBY COUNTY
STATE OF ALABAMA

58DV202290083800
Case No.

MIDLAND CREDIT MANAGEMENT INC
PLAINTIFF: (Person Asserting Claim)

V.

BILLY P SUMMERLIN
DEFENDANT: (Person Whose Property is Subject to Garnishment)

Express Oil Change
1880 SOUTHPARK DRIVE
BIRMINGHAM, AL 35244
GARNISHEE

After reading the instruction sheet and the process of garnishment, check the appropriate answer below and sign. Keep a copy for your files and mail original to address below.

- [x] Defendant is employed and garnishee will withhold from the salary, wages, or compensation, as required, and pay into Court.
- [ ] Defendant is employed, but his disposable earnings are not sufficient to be subject to garnishment.
- [ ] Garnishee has in his possession or control non-exempt property or money belonging to the defendant, which is not wages, salary or compensation, namely:

  and is holding same subject to orders of the court.
- [ ] Defendant not employed-garnishee not indebted to the defendant when process was received, or when making this answer, or during intervening time, garnishee does not have possession or control of any belongings of defendant.
  Debtors Status: ACTIVE Status Date: 11/04/2020
- [x] The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.
- [ ] The defendant is subject to other liens at this time. See attached if applicable.
- [x] If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.
- [ ] The Defendant has filed a petition in bankruptcy.

Date Prepared 04/15/2024

P. Paley
Garnishee or Authorized Agent (Signature)
(866) 324-5191
Phone Number

MARY HARRIS
PO BOX 1810
COLUMBIANA, AL 35051-1810
Address of Court

RECEIVED AND FILED
MARY H. HARRIS
APR 23 2024
CIRCUIT & DISTRICT COURT CLERK
SHELBY COUNTY

Sworn to and Subscribed before me this
Date: 04/15/2024

Charity Dillon
Notary Public (Signature)

CHARITY DILLON
Notary Public, State of New York
No. 01DI6206604
Qualified in Dutchess County
Commission Expires 01/08/2022

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following GARNISHEE'S ANSWER was FILED on 4/23/2024 11:21:31 AM

Notice Date: 4/23/2024 11:21:31 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

GARNISHEE'S ANSWER

IN THE DISTRICT COURT OF SHELBY COUNTY
STATE OF ALABAMA

58DV202290083800
Case No.

MIDLAND CREDIT MANAGEMENT INC
PLAINTIFF: (Person Asserting Claim)

V.

BILLY P SUMMERLIN
DEFENDANT: (Person Whose Property is Subject to Garnishment)

Express Oil Change
1880 SOUTHPARK DRIVE
BIRMINGHAM, AL 35244
GARNISHEE

After reading the instruction sheet and the process of garnishment, check the appropriate answer below and sign. Keep a copy for your files and mail original to address below.

☒ Defendant is employed and garnishee will withhold from the salary, wages, or compensation, as required, and pay into Court.

☐ Defendant is employed, but his disposable earnings are not sufficient to be subject to garnishment.

☐ Garnishee has in his possession or control non-exempt property or money belonging to the defendant, which is not wages, salary or compensation, namely:

and is holding same subject to orders of the court.

☐ Defendant not employed-garnishee not indebted to the defendant when process was received, or when making this answer, or during intervening time, garnishee does not have possession or control of any belongings of defendant.
Debtors Status: ACTIVE Status Date: 11/04/2020

☒ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.

☐ The defendant is subject to other liens at this time. See attached if applicable.

☒ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.

☐ The Defendant has filed a petition in bankruptcy.

Date Prepared 04/15/2024

P. Fahey
Garnishee or Authorized Agent (Signature)
(866) 324-5191
Phone Number

MARY HARRIS
PO BOX 1810
COLUMBIANA, AL 35051-1810
Address of Court

RECEIVED AND FILED
MARY H. HARRIS
APR 29 2024
CIRCUIT & DISTRICT COURT CLERK
SHELBY COUNTY

Sworn to and Subscribed before me this
Date: 04/15/2024

Charity Dillon
Notary Public (Signature)

CHARITY DILLON
Notary Public, State of New York
No. 01DI6290084
Qualified in Dutchess County
Commission Expires 01/06/2022

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following GARNISHEE'S ANSWER was FILED on 4/26/2024 9:57:17 AM

Notice Date: 4/26/2024 9:57:17 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

RECEIVED AND FILED
MARY H. HARRIS
APR 29 2024
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BILLY P SUMMERLIN
~~2130 FOREST LAKES LN~~ 24452 Forest Lakes Lane
STERRETT, AL 35147

DV22-900838

9590 9402 8607 3244 1506 17

2. Article Number (Transfer from service label)
9589 0710 5270 0130 3389 40

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☑ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☑ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL

9589 0710 5270 0130 3389 40

MARY H. HARRIS
CIRCUIT CLERK, SHELBY COUN
P.O. BOX 1810
COLUMBIANA, ALABAMA 35051

quadient
$016.18
1618
US POST

RECEIVED AND FILED
MARY H. HARRIS
APR 25 2024
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

24452 Forest Lakes Ln

NIXIE 352 DE 1 0004/23/24
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 35051181010 *0139-06892-09-47

35051>1810
35147381 50 FOR

DOCUMENT 27

DOCUMENT 16

State of Alabama
Unified Judicial System
Form C-21 (Front) Rev. 10/2023

PROCESS OF GARNISHMENT

IN THE DISTRICT COURT OF SHELBY COUNTY, A

NAME AND ADDRESS OF PLAINTIFF (Persons Asserting Claim):
MIDLAND CREDIT MANAGEMENT, INC

NAME AND ADDRESS OF ATTORNEY OR REPRESENTATIVE FOR PLAINTIFF:
Zarzaur & Schwartz, PC
Post Office Box 11366
Birmingham, AL 35202

NAME AND ADDRESS OF GARNISHEE:
Express Oil Change, L.L.C.
CORPORATION SERVICE COMPANY INC.
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104

NAME AND ADDRESS OF DEFENDANT (Person Whose Property is Subject to Garnishment):
BILLY P SUMMERLIN CERTIFIED MAIL
XXX-XX-6456 *Defendant's Social Security Number must be redacted according to Alabama Rule 5.1, for full number, please contact Plaintiff's Attorney at 205-250-5320.*
2130 FOREST LAKES LN
STERRETT AL 35147-8150

DATE OF JUDGMENT:	12/04/2023
JUDGMENT AMOUNT:	$6,764.61
INTEREST:	$170.59
COSTS:	$417.13
LESS CREDIT:	$0.00
OTHER:	$0.00
TOTAL:	$7,352.33

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named Garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the Garnishee's control. I believe that a Process of Garnishment against the Garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be:

- [x] 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, OR
- [ ] 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form.

C. I hereby request disbursement of amount periodically paid into court pursuant to this garnishment.

Sworn and subscribed before me on the date set out below.

/S/ Kelly L Pugh,
Notary Public, my
commission expires/

David A. Hearne (HEA052) Attorney at Law

Digitally signed by David A. Hearne (HEA052) Attorney at Law
Date: 2024.04.05 12:49:55 -05'00'

Signature of Affiant/Authorized Officer Administer Oaths/Notary Public Affiant/ Attorney (signature)

Notary Public Only: My Commission expires on:

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

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF NO SERVICE

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was not served on 4/23/2024

D001 SUMMERLIN BILLY P

Corresponding To

G001 EXPRESS OIL CHANGE, L.L.C.

UNCLAIMED CERT MAIL

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

NOTIFICATION TERMINATION OF EMPLOYMENT

Notification to:

MARY HARRIS

112 N MAIN ST

PO BOX 1810

COLUMBIANA, AL 35051-5395

Notification from:

Express Oil Change

1880 Southpark Drive

Birmingham, AL 35244

This letter certifies that the employment of the obligator listed below has been terminated:

Obligor's name: Billy Summerlin

Obligor's SSN: XXX-XX-6456

Case #: 58DV202290083800

Termination Date: 05/17/2024

Obligor's last known address:

2130 Forest Lakes Lane

Sterrett, AL 35147

New employer's name & address:
(If known)

Comments or additional information required:

RECEIVED AND FILED
MARY H. HARRIS
MAY 28 2024
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

Hannah Hamilton
Signature of Authorized Individual

HR Assistant
Title of Authorized Individual

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following GARNISHEE'S ANSWER was FILED on 5/28/2024 10:54:51 AM

Notice Date: 5/28/2024 10:54:51 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

GARNISHEE'S ANSWER

IN THE DISTRICT COURT OF SHELBY COUNTY
STATE OF ALABAMA

58DV202290083800
Case No.

MIDLAND CREDIT MANAGEMENT INC
PLAINTIFF: (Person Asserting Claim)

V.

BILLY P SUMMERLIN
DEFENDANT: (Person Whose Property is Subject to Garnishment)

RECEIVED AND FILED
MARY H. HARRIS

JUN 04 2024

CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

EXPRESS OIL CHANGE LLC
1880 SOUTHPARK DRIVE
BIRMINGHAM, AL 35244
GARNISHEE

After reading the instruction sheet and the process of garnishment, check the appropriate answer below and sign. Keep a copy for your files and mail original to address below.

☐ Defendant is employed and garnishee will withhold from the salary, wages, or compensation, as required, and pay into Court.

☐ Defendant is employed, but his disposable earnings are not sufficient to be subject to garnishment.

☐ Garnishee has in his possession or control non-exempt property or money belonging to the defendant, which is not wages, salary or compensation, namely:

and is holding same subject to orders of the court.

☒ Defendant not employed-garnishee not indebted to the defendant when process was received, or when making this answer, or during intervening time, garnishee does not have possession or control of any belongings of defendant.
Debtors Status: TERMINATED Status Date: 05/17/2024

☒ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.

RECEIVED AND FILED
MARY H. HARRIS
JUN 04 2024
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

☐ The defendant is subject to other liens at this time. See attached if applicable.

☒ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.

☐ The Defendant has filed a petition in bankruptcy.

Date Prepared 05/28/2024

P. Fahey
Garnishee or Authorized Agent (Signature)
(866) 324-5191
Phone Number

MARY HARRIS
PO BOX 1810
COLUMBIANA, AL 35051-1810
Address of Court

Sworn to and Subscribed before me this
Date: 05/28/2024

Charity Dillon
Notary Public (Signature)

CHARITY DILLON
Notary Public, State of New York
No. 01DI6255664
Qualified in Dutchess County
Commission Expires 01/05/2022

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following GARNISHEE'S ANSWER was FILED on 6/4/2024 10:00:24 AM

Notice Date: 6/4/2024 10:00:24 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

STATE OF ALABAMA Unified Judicial System Revised 3/5/08 District Court	Case No. DV22-900838
Style of case: *Midland Credit Management, Inc* v. BILLY P SUMMERLIN	**CIVIL MOTION COVER SHEET** *Name of Filing Party: Midland Credit Management, Inc*
Name, Address, and Telephone No. of Attorney or Party (If Not Represented). *Zarzaur & Schwartz, P.C.* *2209 Morris Avenue* *Birmingham, AL 35203* *800-401-6789* *Attorney Bar No.:*	No Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee
Default Judgment ($50.00)	Add Party Amend
Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) ($50.00)	Change of Venue/Transfer
Judgment on the Pleadings ($50.00)	Compel Consolidation
Motion to Dismiss, or in the Alternative Summary Judgment($50.00)	Continue Deposition
Renewed Dispositive Motion(Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) ($50.00)	Designate a Mediator
Summary Judgment pursuant to Rule 56($50.00)	Judgment as a Matter of Law (during Trial)
Motion to Intervene ($297.00)	Disburse Funds Extension of Time
Other _____	In Limine Joinder
pursuant to Rule _____ ($50.00)	More Definite Statement
*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.	Motion to Dismiss pursuant to Rule 12(b)
Local Court Costs $ _____	New Trial
	Objection of Exemptions Claimed
	Pendente Lite
	Plaintiff's Motion to Dismiss
	Preliminary Injunction Protective Order
	Quash
	Release from Stay of Execution
	Sanctions Sever
	Special Practice in Alabama Stay
	Strike
	Supplement to Pending Motion
	Vacate or Modify Withdraw
	X Other Motion to Serve by Posting pursuant to Rule 6-6-394.1 (Subject to Filing Fee)
Hearing Date:	

RECEIVED AND FILED
MARY H. HARRIS
NOV 18 2024
CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees)	Date: 11/06/2024	Signature of Attorney or Party:

P.O. Box 11366 • Birmingham, Alabama 35202-1366
2209 Morris Avenue • Birmingham, Alabama 35203 • 205/250-8437 FAX 205/328-1958

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

Z&S File No. 22-671

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT. INC Plaintiff, v. BILLY P SUMMERLIN Defendant(s). v. Express Oil Change, L.L.C. Garnishee.	))))))))	Case No: DV22-900838

VERIFIED MOTION FOR SERVICE BY POSTING AND MAILING PURSUANT TO ALABAMA CODE § 6-6-394.1

COMES NOW the Plaintiff, by and through its attorney of record, and moves this Honorable Court for an order directing service of the notice of the defendant's right to claim an exemption from garnishment by posting and mailing pursuant to Alabama Code § 6-6-394.1, and as grounds thereof says as follows:

Before me a Notary Public in and for Jefferson County, Alabama, the undersigned attorney personally appeared, who is known to me and who being first duly sworn, deposes on oath states as follows: I am an Attorney for the Plaintiff in this action. Notice was issued to the defendant contemporaneously with the service of process of garnishment upon the garnishee, but was returned not found or service was otherwise not accomplished.

WHEREFORE, Plaintiff moves for an Order for service by posting and mailing under Ala. Code § 6-6-394.1 to include:

1. Order the Clerk of the Court to post (i) a copy of the notice of the garnishment, including the defendant's rights to claim an exemption as provide in Rule 64A of the Alabama Rules of Civil Procedure and (ii) this Court's Order Granting Service by Posting and Mailing to its official website and in a designated and conspicuous location within the courthouse for four (4) continuous weeks.

2. Order the Clerk of the Court to send by regular U.S. Mail a copy of the posted notice of garnishment to the defendant at the defendant's last known address.

3. Order the costs of this motion and service be made taxable to the defendant.

OF COUNSEL:
Zarzaur & Schwartz, P.C.
P.O. Box 11366
Birmingham, AL 35202
205-250-8437
Our File # 22-6710

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

SWORN TO and subscribed before me on the date set out below.

KELLY L. PUGH
My Commission Expires
August 29, 2028

Dated this 1st day of Nov, 2024.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing pleading has been or shall be served upon the Defendant or Defendant's counsel either by electronic transmittal via the Court's electronic filing system or by mailing a copy of this motion in the United States First Class Mail, postage prepaid, to:

BILLY P SUMMERLIN
2130 FOREST LAKES LN
STERRETT, Al 35147-8150

Of Counsel

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC Plaintiff, v. BILLY P SUMMERLIN Defendant(s). v. Express Oil Change, L.L.C. Garnishee.	))))))))	Case No: DV22-900838

ORDER GRANTING PLAINTIFF'S VERIFIED MOTION FOR SERVICE BY POSTING AND MAILING

Plaintiff having filed a Motion for Service by Posting and Mailing herein, and the Court having considered said Motion, it is hereby;

ORDERED, ADJUDGED and DECREED:

1. The Clerk of the Court shall post (i) a copy of the notice of the garnishment, including the defendant's right to claim an exemption as provided in Rule 64A of the Alabama Rules of Civil Procedure and (ii) this Order to its official website and in a designated and conspicuous location within the courthouse for four (4) continuous weeks.

2. The Clerk of the Court shall send by regular U.S. Mail a copy of the posted notice of garnishment to the defendant at the defendant's last known address.

3. Additional costs and fees of this motion and service are taxed to the defendant.

Done this _____ day of _____, _____.

_____
Judge

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

COURTESY NOTICE

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 11/18/2024 9:31:32 AM

MOTION TO SERVE BY POSTING

[Filer: ZARZAUR JASON PATRICK]

Notice Date: 11/18/2024 9:31:32 AM

This copy is being provided as a courtesy copy only. Providing this copy is not required by law and is not intended to constitute service.

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: DV-2022-900838.00
	)	
SUMMERLIN BILLY P,	)	
Defendant.	)	

order

Plaintiff having filed a Motion for Service by Posting and Mailing herein, and the Court having considered said Motion, it is hereby;

ORDERED, ADJUDGED and DECREED:

The Clerk of the Court shall post (i) a copy of the notice of the garnishment, including the defendant's right to claim an exemption as provided in Rule 64A of the Alabama Rules of Civil Procedure and (ii) this Order to its official website and in a designated and conspicuous location within the courthouse for four (4) continuous weeks.

The Clerk of the Court shall send by regular U.S. Mail a copy of the posted notice of garnishment to the defendant at the defendant's last known address.

Additional costs and fees of this motion and service are taxed to the defendant.

Done this _____ day of _____, _____.

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]
DISTRICT JUDGE

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: JASON PATRICK ZARZAUR
jzarzaur@zsattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 1/22/2025 7:39:12 AM

[Filer:]

Notice Date: 1/22/2025 7:39:12 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: SUMMERLIN BILLY P (PRO SE)
2130 FOREST LAKES LN
NOTICES RETURNED
STERRETT, AL, 35147-0000

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

The following matter was FILED on 1/22/2025 7:39:12 AM

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COLUMBIANA, AL, 35051

205-669-3760
mary.harris@alacourt.gov

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: EXPRESS OIL CHANGE, L.L.C. (PRO SE)
CORPORATION SERVICE COMPA
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL, 36104-0000

NOTICE OF ELECTRONIC FILING

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

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mary.harris@alacourt.gov

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: DV-2022-900838.00
	)	
SUMMERLIN BILLY P,	)	
Defendant.	)	

ORDER

MOTION TO SERVE BY POSTING filed by MIDLAND CREDIT MANAGEMENT, INC is hereby GRANTED.

DONE this 10th day of April, 2025.

/s/ HUB HARRINGTON
DISTRICT JUDGE

Notice

Stamped File Copy
For Your Records

THIS IS NOT A SERVICE COPY
DO NOT SERVE

AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: ZARZAUR JASON PATRICK
jzarzaur@zsattorneys.com

NOTICE OF COURT ACTION

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

A court action was entered in the above case on 4/10/2025 10:58:06 AM

ORDER

[Filer:]

Disposition:	GRANTED
Judge:	HBH
Notice Date:	4/10/2025 10:58:06 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
112 NORTH MAIN STREET
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AlaFile E-Notice

58-DV-2022-900838.00

Judge: HUB HARRINGTON

To: SUMMERLIN BILLY P (PRO SE)
2130 FOREST LAKES LN
NOTICES RETURNED
STERRETT, AL, 35147-0000

NOTICE OF COURT ACTION

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

MIDLAND CREDIT MANAGEMENT, INC V. BILLY P SUMMERLIN
58-DV-2022-900838.00

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ORDER

[Filer:]

Disposition: GRANTED
Judge: HBH

Notice Date: 4/10/2025 10:58:06 AM

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58-DV-2022-900838.00

Judge: HUB HARRINGTON

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NOTICE OF COURT ACTION

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Judge: HBH

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