Electronically Filed - Jasper County - Joplin - May 26, 2023 - 09:26 AM

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI
ASSOCIATE DIVISION

LVNV Funding LLC ,	)	CASE NO.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
AMANDA L MOORE,	)	
	)	
Defendant(s).	)	
	)	
	)	

PETITION
COUNT I - BREACH OF CONTRACT

COMES NOW Plaintiff, LVNV Funding LLC , and for its First Cause of Action against Defendant(s), AMANDA L MOORE , states as follows:

1. Plaintiff is a Corporation, and is the Assignee of Synchrony Bank.
2. Defendant(s) is a resident of JASPER County, Missouri.
3. Upon Defendant's(s') request, Plaintiff's Assignor and Defendant entered into a contract under the terms of which Plaintiff's Assignor extended credit to Defendant(s) in the form of a credit card .
4. Pursuant to the Terms and Conditions of the Contract, Defendant(s) was required to make payment until the balance on the Contract was paid in full.
5. Defendant(s) breached the Contract by failing to make the payments on the dates and in the amounts due.
6. The Contract has a current balance of $934.86 (See Exhibit A)
7. Due demand has been made upon Defendant(s), but Defendant(s) has failed and/or refused to pay Plaintiff, as a result Plaintiff's Assignor accelerated the unpaid balance due from the Defendant making it immediately due and owing. The contract was assigned to Plaintiff. (Exhibit B).
8. Based on Defendant's(s') breach of contract, Plaintiff has been damaged in the amount of $934.86.
9. That the defendant is not a member of the military service of the United States, nor its Allies nor a minor nor an incompetent person.

WHEREFORE, Plaintiff, LVNV Funding LLC , respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $934.86, plus costs, and any other relief this Court deems just.

COUNT II- ACCOUNT STATED

COMES NOW Plaintiff, LVNV Funding LLC , and for its Second Cause of Action against Defendant(s), AMANDA L MOORE , states as follows:

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10. Plaintiff incorporates herein by reference. the allegations contained in paragraphs 1- 9 as if fully set forth herein.
11. Defendant is indebted to Plaintiff for a balance due on Defendant's credit card.
12. Defendant and Plaintiff's Assignor had previous financial transactions related to the credit card account issued to Defendant by Plaintiff's Assignor, at Defendant's insistence and request.
13. As a result of transactions initiated by Defendant, Plaintiff's Assignor sent Defendant statements of account, to which Defendant did not object.
14. Defendant use of the credit and failure to pay the balance reflected in the statements of account issued as a result of the use of the credit, or Defendant's failure to object to the balances as reflected in the statement resulted in a promise to pay the amount due.
15. The balance agreed to by the parties is $934.86.
16. The Defendant failed to keep his/her promise to pay said balance, despite demand for same having been made, and the balance remains due and owing be Defendant to Plaintiff.
17. Plaintiff is the assignee of the account to be repaid by Defendant and is entitled to recover from Defendant the sum of $934.86.

WHEREFORE, Plaintiff, LVNV Funding LLC ,respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $934.86, plus costs, plus post-judgment interest at the judicial interest rate and any other relief this Court deems just.

LVNV Funding LLC

BQ & Associates, P.C., L.L.O.
Brandon York MO #71620
9140 Ward Parkway, Ste. 200
Kansas City, MO 64114
(800) 887-4747 Phone
(402) 554-0339 Fax
bqmo@bqlaw.com
Attorneys for Plaintiff

pm24.frm 23105862
Credit Card Assigned
rev 03/2021

FFO HOME/SYNCHRONY HOME

AMANDA L MOORE
Account Number : [redacted] 9374
Statement Closing Date: 10/20/2021

Summary of Account Activity

Previous Balance	$934.86
+ New Purchases	$0.00
- Payments	$0.00
+/- Credits, Fees & Adjustments (net)	($934.86)
+/- Interest Charge (net)	$0.00
New Balance	**$0.00**
Credit Limit	$1,000.00
Available Credit	$0.00
Days In Billing Period	**29**

Pay online for free at: mysynchrony.com/home
For Synchrony Bank customer service or to report your card lost or stolen, call 1-844-335-5909.

Best times to call are Wednesday - Friday.

Payment Information

New Balance	**$0.00**
Total Minimum Payment Due	**$372.00**
Payment Due Date	**10/22/2021**

Promotion(s) expiring shortly - see promotional boxes below for details

PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.
We may convert your payment into an electronic debit. See reverse side.

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to $40.00.

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 11/21/21.

Promotional Purchase Summary

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
11/21/2021	$694.33	$0.00	11/09/2020	Deferred Interest/No Interest If Paid In Full	$817.33

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
10/20/2021	10/20/2021	F6372009500999990	CHARGE OFF ACCOUNT-PRINCIPALS	($694.33)
10/20/2021	10/20/2021	F6372009500999990	CHARGE OFF ACCOUNT-INTEREST CHARGE	($280.53)
			FEES	
10/14/2021	10/14/2021		LATE FEE	$40.00
			TOTAL FEES FOR THIS PERIOD	**$40.00**
			INTEREST CHARGED	
10/20/2021	10/20/2021		INTEREST CHARGE ON PURCHASES	$0.00
			TOTAL INTEREST FOR THIS PERIOD	**$0.00**

2021 Totals Year-to-Date	
Total Fees Charged in 2021	$270.00
Total Interest Charged in 2021	$14.53
Total Interest Paid in 2021	$4.00

A

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 ACJ 1 3 19 211020 2 D PAGE 1 of 3 6372 2900 FRN9 01DG5307

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Account Number [redacted] 9374

Total Minimum Payment Due	Past Due Amount	Payment Due Date	Urgent!	New Balance
$372.00	$0.00	10/22/2021	Promotion(s) expiring shortly-see above	$0.00

Payment Enclosed : $ ☐☐☐☐☐ . ☐☐

☐ **New address or e-mail? Check the box at left and print changes on back**

Payment due includes $ 0.00 past due. Please pay the past due amount PROMPTLY.
NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.

AMANDA L MOORE
603 OAK DRIVE PL
CARL JUNCTION MO 64834-9535

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

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HOME Credit Card Rewards	
Cash Back Eligible Purchases This Period	$0.00
Cash Back Earned This Period	$0.00

Your Account News

Earn 2% Cash Back for purchases under $299 with your Synchrony HOME Credit Card. Plus get 6 Months Special Financing for purchases over $299.

Visit mysynchrony.com/HOME for details.

Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	$0.00	$0.00
Deferred Interest/No Interest If Paid In Full	11/21/2021	29.99%	$0.00	$0.00

Cardholder News & Information

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

Statement not provided to customer.

Not an Official Court Document

FFO HOME/SYNCHRONY HOME

AMANDA L MOORE
Account Number : [redacted] 9374
Statement Closing Date: 03/22/2021

Summary of Account Activity

Previous Balance	$744.33
+ New Purchases	$0.00
- Payments	$50.00
+/- Credits, Fees & Adjustments (net)	$0.00
+/- Interest Charge (net)	$0.00
New Balance	**$694.33**
Credit Limit	$1,000.00
Available Credit	$305.00
Days in Billing Period	**31**

Pay online for free at: mysynchrony.com/home
For Synchrony Bank customer service or to report your card lost or stolen, call 1-844-335-5909.

Best times to call are Wednesday - Friday.

Payment Information

New Balance	**$694.33**
Total Minimum Payment Due	**$28.00**
Payment Due Date	**04/14/2021**

PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to $39.00.

Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	4 years	$1,357.00
$33.00	3 years	$1,194.00 (Savings = $163.00)

If you would like information about credit counseling services, call 1-877-302-8797.

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 11/21/21.

Promotional Purchase Summary

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
11/21/2021	$694.33	$87.49	11/09/2020	Deferred Interest/No Interest If Paid In Full	$817.33

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
02/20/2021	02/20/2021	8534830BVK1DN902G	PAYMENT - THANK YOU	($50.00)
			FEES	
			TOTAL FEES FOR THIS PERIOD	**$0.00**

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 ACO 1 7 19 210322 PAGE 1 of 3 6372 2200 FRN9 01DG5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
$28.00	04/14/2021	$694.33	[redacted] 9374

Payment Enclosed : $ ☐☐☐☐☐.☐☐

☐ **New address or e-mail? Check the box at left and print changes on back**

If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

AMANDA L MOORE
603 OAK DRIVE PL
CARL JUNCTION MO 64834-9535

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

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Transaction Summary (Continued)

Tran Date	Post Date	Reference Number	Description	Amount
			INTEREST CHARGED	
03/22/2021	03/22/2021		INTEREST CHARGE ON PURCHASES	$0.00
			TOTAL INTEREST FOR THIS PERIOD	**$0.00**

2021 Totals Year-to-Date	
Total Fees Charged in 2021	$4.00
Total Interest Charged in 2021	$0.00
Total Interest Paid in 2021	$4.00

HOME Credit Card Rewards

Cash Back Eligible Purchases This Period	$0.00
Cash Back Earned This Period	$0.00

Your Account News

Earn 2% Cash Back for purchases under $299 with your Synchrony HOME Credit Card. Plus get 6 Months Special Financing for purchases over $299.

Visit mysynchrony.com/HOME for details.

Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	$0.00	$0.00
Deferred Interest/No Interest If Paid In Full	11/21/2021	29.99%	$771.63	$0.00

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR")** is **29.99%** See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest If Paid Within Promotional Period
(These can be advertised as Deferred Interest promotions)
Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. Minimum monthly payments are required. This promotion may be offered for periods of **6, 9, 12, 15, 18 or 24 months.**

In addition to participating Synchrony HOME retail locations, your card is now accepted at thousands of other retailers nationwide from furniture and décor to appliances and more. Visit mysynchrony.com/home to find locations near you. Purchases of $299 or more made at these additional retailers are eligible for the 6 Month promotion described above.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Please Note: The Privacy Policy for this account is available through the Privacy Policy link below. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

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synchrony

4500 Munson St NW
Canton OH 44718, U.S.

BILL of SALE

Resurgent Acquisitions, LLC (SCBRRCDS) – RF CAD Bulk – May 2022

For value received and in further consideration of the mutual covenants and conditions set forth in the Accounts Purchase Agreement (the "Agreement"), dated as May 12, 2022, by and between Synchrony Bank formerly known as GE Capital Retail Bank, RFS Holding, L.L.C., Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC., ("Seller") and Resurgent Acquisitions LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Notification File (as defined in the Agreement), delivered by Seller to Buyer on or about 17th of May 2022, and as further described in the Agreement.

Synchrony Bank
Lynne Fisher
By: Lynne Fisher May 31, 2022 12:52 EDT
Lynne Fisher
Title: SVP Recovery Operations

RFS Holding LLC
Lynne Fisher
By: Lynne Fisher May 31, 2022 12:52 EDT
Lynne Fisher
Title: Duly Authorized Signatory

Synchrony Card Funding, LLC
Lynne Fisher
By: Lynne Fisher May 31, 2022 12:52 EDT
Lynne Fisher
Title: Duly Authorized Signatory

Retail Finance Credit Services, LLC
Lynne Fisher
By: Lynne Fisher May 31, 2022 12:52 EDT
Lynne Fisher
Title: Vice President

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Transfer and Assignment

Resurgent Acquisitions LLC ("RALLC"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated May 17, 2022 delivered by Synchrony Bank on May 26, 2022 for purchase by RALLC on May 26, 2022. The transfer of the Assets included electronically stored business records.

Dated: **May 26, 2022**

Resurgent Acquisitions LLC
a Delaware Limited Liability Company

By: _____
Name: Jackson Walker
Title: Authorized Representative

Dated: **May 26, 2022**

LVNV Funding LLC
a Delaware Limited Liability Company

By: _____
Name: Daniel Picciano
Title: Authorized Representative

Not an Official Court Document

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23105862 720818140

Account Holder: Amanda L Moore

Original Creditor Name: Synchrony Bank

Legal Seller: Synchrony Bank

Account Number: XXXXXXXXXXXXX9374

BEFORE ME, the undersigned personally appeared and personally known by me, this day, and who after being duly sworn upon his/her oath deposes and states:

1. I am a competent person over eighteen years of age. I am an Authorized Representative for LVNV Funding LLC, (hereinafter "Plaintiff"). As an Authorized representative for Plaintiff, I am authorized to execute this affidavit on its behalf and the information below is true and correct to the best of my knowledge, information and belief.

2. In the ordinary course of business Plaintiff regularly purchases revolving credit accounts, installment accounts and/or other credit lines from the original creditor or their successor(s)-in-interest. Plaintiff purchased the credit account of Defendant herein, account number referenced above (hereinafter the "Credit Account") from the Original Creditor or its successor-in-interest.

3. The scope of my job responsibilities includes the supervision or oversight of credit account records maintained by Plaintiff, including the Credit Account referenced above. In the performance of my duties, I am familiar with the manner and method by which Plaintiff or their agent creates and/or maintains its normal business books and records, including computer records and/or data of its purchased credit accounts, in the ordinary course of its business. As such, I am the custodian of said business records.

4. Plaintiff business records for the Credit Account of Defendant reflect that the just and true balance due and owing to Plaintiff by the Defendant on the Account Number XXXXXXXXXXXXX9374 as of the date hereof is $934.86, according to the business records provided to Plaintiff by the Original Creditor or its successor-in-interest at the time the Credit Account was purchased, less credit for all payments, together with interest and other applicable costs as allowed by law.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Signature

Chelsea Hudson

Authorized Representative

RUDY HERNANDEZ
Notary Public-State of South Carolina
My Commission Expires
December 30, 2031

Before me personally appeared the person whose name and title is identified above being of age and duly sworn upon his/her oath, states that he/she has read the foregoing Affidavit and the facts stated therein are true and correct to the best of his/her knowledge, information and belief.

The foregoing affidavit sworn to and subscribed before me this Friday, April 14, 2023.

My commission expires: _____

Notary Public

"THIS IS A COMMUNICATION FROM A DEBT COLLECTOR, IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

/12914