

Cause No. DC-24-03556

NASA FEDERAL CREDIT UNION	§	IN THE DISTRICT COURT
	§	
	§	
VS.	§	191 st JUDICIAL DISTRICT OF
	§	
	§	
RODRICK LEVINGSTON	§	DALLAS COUNTY, TEXAS

PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff NASA Federal Credit Union (“Plaintiff” or “NASA”), and files this Motion for Summary Judgment against Rodrick Levingston (“Defendant” or “Levingston”) pursuant to TEX. R. CIV. P. 166a and in support of the same would respectfully show the Court the following:

I. SUMMARY OF ARGUMENT

1. The evidence in this case shows that there are no genuine issues of material fact and Plaintiff is entitled to judgment as a matter of law. Defendant defaulted on his contractual obligations to Plaintiff. As of March 4, 2024, after consideration of all just and lawful offsets, payments, and credits on Defendant’s account, the amount owed by Defendant, excluding legal fees incurred by Plaintiff, is \$22,487.57. Due to that default by Defendant, Plaintiff is entitled to recover reasonable and necessary attorney’s fees from Defendant in the amount of \$6,029.50.

II. BASIS FOR MOTION

3. Plaintiff’s motion is based on the pleadings of the parties herein and the following summary-judgment evidence:

- (1) Affidavit of Klaus R. Johnson, attached and incorporated herein as Exhibit “A;”

- (a) A true and correct copy of the Application, along with all exhibits and attachments, attached and incorporated herein as Exhibit “A-1;”
 - (b) A true and correct copy of the Terms Sheet attached and incorporated herein as Exhibit “A-2;”
 - (c) A true and correct copy of the Loan Summary attached and incorporated herein as Exhibit “A-3;”
 - (d) A true and correct copy of the bank statements sent by Plaintiff to Defendant for November of 2022 through February of 2023 and September of 2023 through December of 2023 attached and incorporated herein as Exhibit “A-4;”
 - (e) A true and correct copy of the Notice of Acceleration sent by Plaintiff to Defendant on August 30, 2024, attached and incorporated herein as Exhibit “A-5;”
 - (f) A true and correct copy of the Demand Letter sent by Plaintiff to Defendant on January 21, 2024, attached and incorporated herein as Exhibit “A-6;”
 - (g) A true and correct copy of the Payoff attached and incorporated herein as Exhibit “A-7;”
- (2) The Affidavit of Jessica N. Alt, attached and incorporated herein as Exhibit “B;” and
- (a) A true and correct copy of the billing entries for this matter, attached hereto and incorporated by reference as Exhibit “B-1.”

III. FACTS

4. On or about December 7, 2015, Defendant applied for and received funds for a revolving line of credit, whereby NASA gave Defendant a credit card with a maximum credit limit of \$20,000.00.¹ Pursuant to the credit terms (the “Credit Terms”), which Plaintiff sent to Defendant, Defendant accepted the Credit Terms by using the credit card.² Defendant accepted the Credit Terms through his use of the credit card.³

¹ See Exhibit A; A-1; A-2; A-3.

² See Exhibit A; A-2.

³ See Exhibit A; A-2; A-4.

5. Defendant failed to pay the monthly payments due under the terms of the Credit Terms.⁴ NASA has accelerated the maturity of the Credit Terms in accordance with the terms of Credit Terms and has declared the entire unpaid balance due and owing.⁵ NASA has made numerous demands upon Defendant for the past due payments under the Credit Terms, but Defendant has failed and refused to pay said past due payments or any part thereof.⁶

6. After the allowance of all just and lawful offsets, payments and credits to Defendant's account, as of March 4, 2024, the balance thereon of \$22,487.57 is due, unpaid and owing.⁷

7. All conditions precedent to Plaintiff's right to recover judgment and attorney fees from Defendant have been performed or have occurred and all notices required have been given or have been waived.

IV. BURDEN OF PROOF

8. Pursuant to TEX. R. CIV. P. 166a(c), summary judgment is proper where a movant establishes that there is no genuine issue of material fact and that he is entitled to judgment as a matter of law.⁸ The purpose of the summary judgment rule is not to provide a trial by affidavit, but to provide a method of summarily terminating a case when it clearly appears that only a question of law is involved and that no genuine issue of fact remains.⁹

V. MOTION FOR SUMMARY JUDGMENT

i. Breach of Contract

9. Defendant defaulted on his contractual obligations to Plaintiff. After the consideration of all just and lawful offsets, payments and credits on Defendant's account, the

⁴ See Exhibit A; A-7.

⁵ See Exhibit A; A-2; A-5; A-7.

⁶ See Exhibit A; A-6.

⁷ See Exhibit A; A-2.

⁸ *City of Houston v. Clear Creek Basin Auth.*, 589 S.W.2d 671, 678 (Tex. 1979).

⁹ *Gaines v. Hamman*, 358 S.W.2d 557, 563 (Tex. 1962).

deficiency amount owed to Plaintiff, excluding legal fees, is \$22,487.57.¹⁰ Plaintiff is entitled to judgment as a matter of law based on the pleadings of the parties on file herein.

10. In order to prevail on a claim for breach of contract, a plaintiff must prove that: 1) there is a valid enforceable contract(s); 2) the plaintiff is a proper party to sue for the contract(s); 3) the plaintiff performed, tendered performance of, or was excused from performing its contractual obligations; 4) the defendant breached the contract(s); and 5) the defendant's breach caused the plaintiff injury.¹¹ The attached summary judgment evidence and pleadings herein conclusively establish that Plaintiff has met all the elements of breach of contract as a matter of law.

11. 1) A valid and enforceable contract existed between Plaintiff and Defendant by virtue of Defendant's application for a credit card, Plaintiff providing Defendant with a credit card and Credit Terms, and Defendant's use of the credit card.¹² 2) Plaintiff is a party to the Application and Credit Terms.¹³ 3) Plaintiff provided funds to Defendant under the Credit Terms, and Defendant then and there accepted said funds¹⁴ 4) Defendant subsequently failed to pay the payments due under the terms of the Credit Terms and has failed and continued to refuse to pay said past due payments or any part thereof.¹⁵ 5) Plaintiff has been injured by Defendant's breach in the amount of \$22,487.57.¹⁶ Thus, Plaintiff is entitled to summary judgment as a matter of law for Defendant's breach of the Credit Terms.

¹⁰ See Exhibit A; A-2; A-7.

¹¹ *Winchek v. American Express Travel Related Servs.*, 232 S.W.3d 197, 202 (Tex. App.—Houston [1st Dist.] 2007, no pet.); *Zuniga v. Wooster Ladder Co.*, 119 S.W.3d 856, 862 (Tex. App.—San Antonio 2003, no pet.).

¹² See Exhibit A-1; A-2; A-3; A-4.

¹³ See Exhibit A-1; A-2.

¹⁴ See Exhibit A; A-3; A-4.

¹⁵ See Exhibit A; A-4; A-5; A-6.

¹⁶ See Exhibit A; A-7.

ii. Attorney Fees

12. Upon Defendant's failure to pay the balance owing on the Credit Terms, Plaintiff placed said Credit Terms in the hands of the undersigned attorneys for enforcement and has agreed to pay said attorney's reasonable fees for their services in the amount of \$6,029.50 for which Defendant has become liable by the terms of the Credit Terms and by virtue of TEX. CIV. PRAC. & REM. CODE 38.001 *et seq.*

VI. CONCLUSION

After consideration of all just and lawful offsets, payments, and credits to Defendant's account, the amount owed by Defendant, excluding legal fees, is \$22,487.57. Due to Defendant's failure to pay the amounts due and owing, Plaintiff is entitled to recover reasonable and necessary attorney's fees from defendant in the amount of \$6,029.50. There are no genuine issues of material fact and Plaintiff should be granted judgment as a matter of law.

VII. PRAYER

NASA is entitled to judgment as a matter of law against Defendant as follows:

1. Judgment of \$22,487.57 on Defendant's account with Plaintiff;¹⁷
2. Reasonable and necessary attorney's fees in the amount of \$6,029.50;¹⁸
3. Pre-judgment interest at the statutory rate of 6.00% per annum from the date of suit, March 4, 2024, through entry of judgment;¹⁹
4. Costs of court; and
5. Post judgment interest at the rate of 7.75% per annum.

WHEREFORE, Plaintiff prays the Court set Plaintiff's Motion for Hearing and that after

¹⁷ See Exhibit A; A-1; A-2.

¹⁸ See Exhibit B.

¹⁹ See Exhibit A; A-1.

considering the motion and the summary-judgment evidence NASA's Motion will be granted and that an order be entered granting NASA's Motion and that final judgment be entered on the parties on file herein. NASA further prays that the Court grant it any further such relief as it may show itself justly entitled.

Respectfully submitted,

PADFIELD & STOUT, L.L.P.
100 Throckmorton Street, Suite 700
Fort Worth, Texas 76102
(817) 338-1616 phone
(817) 338-1610 fax

/s/ Jessica N. Alt
Alan B. Padfield
State Bar I.D. #00784712
abp@padfieldstout.com
Matthew B. Fronda
State Bar I.D. #24086264
mfronda@padfieldstout.com
Jessica N. Alt
State Bar I.D. #24127981
jalt@padfieldstout.com

Attorneys for NASA Federal Credit Union

CERTIFICATE OF SERVICE

I certify that on February 3, 2025, I forwarded a true and correct copy of the foregoing to Defendant, by and through his attorney of record, Robert M. Clark, via e-mail and/or eservice at Firm@eddlemanclark.com.

/s/ Jessica N. Alt
Jessica N. Alt

Cause No. DC-24-03556

NASA FEDERAL CREDIT UNION

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IN THE DISTRICT COURT

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VS.

191st JUDICIAL DISTRICT OF

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RODRICK LEVINGSTON

DALLAS COUNTY, TEXAS

AFFIDAVIT OF KLAUS R. JOHNSON

STATE OF MARYLAND

§

§

COUNTY OF PRINCE GEORGES

§

BEFORE ME, the undersigned official, on this day personally appeared Klaus R. Johnson, known to me to be a credible person and who, after having been by me first duly sworn, on his oath deposed and stated the following:

1. My name is Klaus R. Johnson. I am over the age of eighteen (18) years, and I am qualified to make this affidavit. I have personal knowledge of the facts stated herein based upon the performance of my duties as Collections Coordinator for NASA Federal Credit Union ("NASA").

2. I am a custodian of records of NASA. Attached hereto as Exhibit "A-1" through "A-7" are records held by NASA. The said records are kept in the regular course of business, it is the regular course of business for a person with knowledge of the act, event, condition, opinion or diagnosis recorded, to make

the record or to transmit information thereof to be included in such record, and the records were made at or near the time or reasonably soon thereafter. The records attached hereto are the originals or exact duplicates of the originals. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity.

4. On or about December 7, 2015, Defendant Rodrick Levingston ("Defendant" or "Levingston") applied for and received funds for a revolving line of credit, whereby NASA gave Defendant a credit card with a maximum credit limit of \$20,000.00. A true and correct copy of the Application, along with all exhibits and attachments, is attached hereto and incorporated herein as Exhibit "A-1."

5. Pursuant to the credit terms (the "Credit Terms"), which Plaintiff sent to Defendant, Defendant accepted the Credit Terms by using the credit card. A true and correct copy of the Credit Terms, along with all exhibits and attachments, is attached hereto and incorporated herein as Exhibit "A-2." A true and correct copy of the Loan Summary is attached hereto and incorporated herein as Exhibit "A-3." A true and correct copy of the bank statements Plaintiff sent to Defendant from November of 2022 through February of 2023 and September of 2023 through December of 2023 are attached hereto and incorporated herein as Exhibit "A-4."

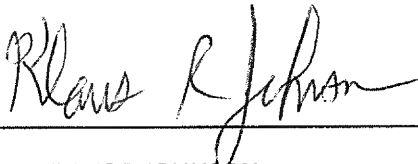
3. Defendant failed to pay the monthly payments due under the terms of the Loan Agreement. NASA has accelerated the maturity of the Loan Agreement in accordance with the terms of Loan Agreement and has declared the entire unpaid balance due and owing. A true and correct copy of the Notice of Acceleration sent by Plaintiff to Defendant on August 30, 2024, is attached and incorporated herein as Exhibit "A-5." NASA has made numerous demands upon Defendant for the past due payments under the Loan Agreement, but Defendant has failed and refused to pay said past due payments or any part thereof. A true and correct copy of the Demand Letter sent by Plaintiff to Defendant on January 31, 2024, is attached and incorporated herein as Exhibit "A-6."

4. After the allowance of all just and lawful offsets, payments and credits to Defendant's account, as of March 4, 2024, the balance thereon of \$22,487.57 is due, unpaid and owing. NASA now seeks recovery for this amount from Defendant based on the terms of its underlying agreement. A true and correct copy of the Payoff Statement is attached and incorporated herein as Exhibit "A-7."

5. All conditions precedent to NASA's right to recover judgment and attorney fees from Defendant have been performed or have occurred and all notices required have been given or have been waived.

Executed this the 31st day of JANUARY 2025.

NASA FEDERAL CREDIT UNION



By: KLAUS R JOHNSON

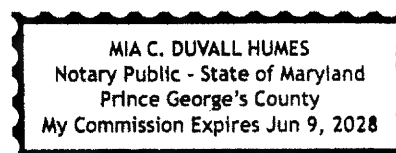
Its: COLLECTIONS COORDINATOR

SUBSCRIBED AND SWORN TO before me by the said KLAUS R JOHNSON on this the 31st day of JANUARY 2025, to certify which witness my hand and seal of office.



Notary Public In and For Said

County and State *Upper Marlboro, MD*





MEMBERSHIP APPLICATION

SECTION 1 - PRIMARY ACCOUNT HOLDER INFORMATION

LAST NAME LEVINGSTON	FIRST NAME & MIDDLE INITIAL RODRICK	SOCIAL SECURITY NUMBER [REDACTED]
DRIVER'S LICENSE NUMBER/STATE [REDACTED]	MOTHER'S MAIDEN NAME (OPTIONAL) [REDACTED]	DATE OF BIRTH [REDACTED]
STREET ADDRESS (NO P.O. BOXES) [REDACTED]	CITY DESOTO	STATE AND ZIP TX 75115
MAILING ADDRESS (IF DIFFERENT) [REDACTED]	CITY DESOTO	STATE AND ZIP TX 75115
HOME PHONE NUMBER [REDACTED]	WORK PHONE NUMBER [REDACTED]	CELL PHONE NUMBER [REDACTED]
EMPLOYER CITY OF MESQUITE	PASSWORD (OPTIONAL) [REDACTED]	E-MAIL ADDRESS [REDACTED]
		U.S. CITIZEN? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 2 - MEMBERSHIP ELIGIBILITY

► I am eligible to join NASA Federal Credit Union in one of the following ways:

- ☐ Employee/Retiree of NASA, a NASA Contractor or National Academy of Sciences (circle one): Location [REDACTED]
- ☒ As a benefit of my Employer or Association: Name National Space Society Location [REDACTED]
- ☐ Immediate Family or Household Member: Member Name [REDACTED] Relationship [REDACTED]

All applicants must provide one form of identification, including one valid state or U.S. Government-issued identification with photo. As required by Federal law, the Credit Union must verify the identity of each person seeking to open an account (including joint owners) and must maintain records of the information used to verify each person's identity.

SECTION 3 - ACCOUNTS AND SERVICES OPTIONS

- ☒ A Savings (SHARE) account will be established in your name. A \$5 minimum balance is required to maintain the account.

SECTION 4 - BENEFICIARIES

	PAYEE #1	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER
PAYABLE ON DEATH PAYEES	PAYEE #2	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER
	PAYEE #3	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER

MEMBERSHIP APPLICATION

SECTION 5 - CERTIFICATION FOR TAXPAYER IDENTIFICATION NUMBER AND ACCOUNT AGREEMENT

► Under penalty of perjury, I/we certify that:

A. Membership/Account Agreement: I/we make application for membership in the NASA Federal Credit Union (NASA FCU) and certify that all information provided is true and correct. I/we provide written authorization to NASA FCU under the Fair Credit Reporting Act to obtain information from my/our personal credit profiles or other resources to verify my/our identity(ies) and/or creditworthiness. I/we agree to be bound by the most current Member Services Agreement and all other disclosures and agreements entered into which may change from time to time.

B. Certification of Taxpayer Identification Number. 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. Citizen or U.S. Resident Alien.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.

PRIMARY ACCOUNT HOLDER SIGNATURE RODRICK LEVINGSTON DATE 12/7/2015

than \$50.00 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant. See Annual Statement of Billing Rights As Required By Regulation Z below.

Consensual Security Interest

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.

You agree that you are aware that granting a security interest is a condition for the credit card and you intend to grant a security interest. You acknowledge and agree that your pledge does not apply during any periods when you are a covered borrower under the Military Lending Act. For clarity, you will not be deemed a covered borrower, and your pledge will apply, if: (i) you become obligated on a credit transaction or establish an account for credit when you are not a covered borrower; or (ii) you cease to be a covered borrower.

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

Information Changes; Consent for Calls/Texts — By providing us with your mobile telephone number in connection with any accounts, products, or services, you consent to us (or others on our behalf) contacting you at that number. Your consent permits us to use automatic dialing technology, artificial/pre-recorded voice messages, and/or text messaging to deliver informational messages to you concerning any of your accounts, products, or services. You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or services and that you may revoke this consent at any time by calling us at 1-888-NASA-FCU (627-2328), visiting our website at www.nasafcu.com, or through any other reasonable method that gives us a reasonable opportunity to update our records.

Effect of Agreement — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the Amendments. To the extent the law permits, and we indicate in our notice, Amendments will apply to your existing account balance as well as to future transactions.

Credit Review and Release of Information — You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

Special Promotions — From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to your account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on your account statement.

Platinum Advantage Rewards and Platinum Cash Rewards Programs: Please refer to the following sites for Credit Card Terms and Conditions:

Platinum Advantage Rewards:
www.nasafcu.com/platinum-advantage-rewards-credit-card-terms/

Platinum Cash Rewards Credit Card:
www.nasafcu.com/platinum-cash-rewards-credit-card-terms/

Classic Credit Card:
www.nasafcu.com/classic-credit-card-terms/

Annual Statement of Billing Rights As Required By Regulation Z

Your Billing Rights: Keep this Document for Future Use
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill.
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us as soon as possible at P.O. Box 1588, Bowie, MD 20717-1588. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice.
We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finances charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If you find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases.
If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Closing Your Account.
You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

Governing Law and Construction.
This Agreement has been accepted by us in Maryland and all loans shall be extended by us to you in Maryland. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Maryland law (without regard to its principles of conflict of law). To the extent not preempted by federal law and to the extent that Maryland law applies, this Agreement is made under Subtitle 9 of Title 12 of the Commercial Law Article of the Maryland Annotated Code. Procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection takes place.

Exhibit A-2



Visa® Credit Card Agreement

In this agreement the words you or your mean each Person who applies for a credit card, or who uses the credit card or duplicate credit card. The word card means your credit card and duplicates of said card. The word account means your credit card revolving credit account. We, us, our(s), and Credit Union mean the NASA Federal Credit Union or anyone to whom the Credit Union transfers its rights under this agreement. The word “Disclosure” means the separate credit card account opening disclosure that we provide to you upon account opening. The Disclosure is incorporated into and is part of this agreement.

Promise to Pay; Responsibility — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this agreement or another agreement you made with the Credit Union. If we issue you a card, you agree to repay all debts and the Finance charge arising from the use of the card and the card account jointly and severally. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards that were issued to you. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including yours.

Individual Credit — One VISA Credit Card will be issued in your name only. A personal identification number (PIN) will be issued.

Joint Credit — Two VISA Credit Cards will be issued, one in the applicant's name and one in the co applicant's name. Both cards will be encoded with your personal identification number (PIN). This card will allow the co-applicant to access and utilize your credit card account through the participating automated teller machine (ATM) networks, subject to the terms and disclosure of the credit card agreement and the electronic funds transfer disclosure for credit card/ATM access card.

Authorized User — Up to two authorized user cards can be issued on an Individual account or Joint VISA account. To select an authorized user, request a separate form.

Lost/Stolen Card Notification — You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. Contact the Credit Union at P.O. Box 1778, Bowie, Maryland 20717-1778 or telephone the Credit Union at 301-249-1800 or 1-888-NASA-FCU (627-2328) in the Continental United States.

Liability for Unauthorized Use-Lost/Stolen Card Notification — You agree to notify us immediately in the event of the loss, theft or unauthorized use of your credit card. Contact us in writing at NASA Federal Credit Union, P.O. Box 1778, Bowie, Maryland 20717-1778 or by calling (301) 249-1800 or 1-888-NASA-FCU (627-2328). Under VISA operating rules, you

will generally have no liability for the unauthorized use of any credit card after its loss or theft. If there is an exception to the VISA “zero liability” operating rule, such as if you are grossly negligent in handling your credit card, your maximum liability is \$50. You will not be liable for unauthorized use that occurs after you notify us orally or in writing, of the loss, theft, or possible unauthorized use. Do not use your account after you notify us, even if your credit card is found or returned. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

Credit Limit — When we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. Your credit limit line appears on your billing statements. You agree not to let the account balance exceed this approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to principal. You may request an increase in your credit limit only by application to us, which must be approved by our loan committee or loan officer. Without prior notice to you, we may raise your credit limit. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If we detect unusual or suspicious activity, we may suspend or close your credit privileges. On the card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the Credit Union is in default, a new card may not be sent to you. This constitutes a termination of your credit line. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. The cards remain our property and you must recover and surrender to us all cards upon request and upon termination of this agreement. Convenience checks are no longer valid if the account has been suspended or terminated. We may limit the number and/or the amount of transactions approved in one day.

Fraud — If your card account shows any sign of fraudulent, abusive or suspicious activity, we may close or suspend your card account immediately without giving you prior notice. Fraudulent card use will not earn applicable rewards and we may also terminate and cancel your right to continued reward program participation and/or accrued eligible rewards.

Monthly Payment — We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, photocopy and other billed fees, and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. The minimum monthly payment is 2% of your total new balance, or \$25, whichever is greater. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the finance charge by doing so. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Subject to applicable law, payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases; provided that, in every case, in the event that you make a payment in excess of the required minimum periodic payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate. We may accept checks marked “payment in full” or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

Periodic Rates — The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Disclosure that accompanies this agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for

your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this Agreement (unless indicated otherwise). The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this Agreement. After the Introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this agreement.

Finance Charge — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle’s billing statement by the payment due date of that statement; otherwise a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date).

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. We then add all of the daily balances of purchases for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. Balance transfers are calculated in the same manner as purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

Balance Transfer Transactions — We may in our sole discretion make balance transfer offers to you or allow balance transfer transactions on your account in the future. We may in our sole discretion permit you to transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we may allow. If a portion of a requested balance transfer will exceed your available credit access line for balance transfers, we may process a partial balance transfer up to your available credit access line for balance transfers. No balance transfer will be processed for less than \$100 and we may in our sole discretion, limit any allowed balance transfers so that they do not exceed the lesser \$7,500 or 75% of your credit limit.

Fees — In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this agreement. Applicable fees will be charged to your account.

- Annual Fee — If your account is subject to an annual fee (as provided in the separate Disclosure accompanying this agreement), the fee will be charged to your account. The fee may be charged each year until your account is closed and paid in full.
- Cash Advance Fee — For each cash advance, we add an additional CHARGE of 3% of the advanced amount but not less than \$5.00. This fee will be added to the cash

advance balance. (The amount of the cash advance may include a surcharge that the owner of an ATM imposes). The cash transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

- Late Payment Fee — If you fail to make any payment when it is due, you will pay a late payment fee as specified in the Disclosure.
- Returned Payment Fee. If any payment that you make is returned unpaid, you will pay a returned payment fee as specified in the Disclosure.
- Stop Payment for Balance Transfer/Convenience Check. If you ask us to stop payment on any balance transfer or convenience check, you will pay a stop payment fee as specified in the Disclosure.

Default — You will be in default if you fail to make any minimum payment by the due date and may be charged a late fee as provided in the Disclosure. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or if the value of our security interest materially declines. You will be in default if you fail to abide by this agreement or you make any false or misleading statements in any credit application or update of credit information. If you are in default, we have the right to suspend or terminate your credit line (See Credit Limit). We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law you will also be required to pay our collection expenses, including court costs and reasonable attorneys’ fees plus any fees incurred as a result of bankruptcy.

Penalty APR — A penalty APR as described in the Disclosure will be imposed for all balances if you are sixty (60) or more days late in making a payment. Your non-penalty rate may be re-established if you make subsequent on-time payments for six (6) consecutive months.

Variable Rates — One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in The Wall Street Journal. The “Prime Rate” is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. The Prime Rate is merely a pricing index. It is not the lowest or the best interest rate available to a borrower at any particular bank at any given time. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. A “margin” is the percentage we add to the Prime Rate to calculate the APR. A “business day” is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above. If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

Using the Card — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or to another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at

the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request that we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account (see Fees above). You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentment of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorney’s fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

Illegal Transactions Prohibited — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.**Returns and Adjustments** — Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically within six months.

Foreign Transactions — Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date in each instance. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., with exceptions of U.S. military bases, U.S. territories, U.S. embassies and U.S. consulates.

Plan Merchant Disputes — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you; or (b) your purchase cost more

LOAN SUMMARY

LOAN INFORMATION -

Loan Type	Credit Card	Initial Entry Time	
Lender	NASA FEDERAL CREDIT UNION	App. Received Date	12/6/2015
Loan #		Funding Date	12/7/2015
Loan Officer		Funding Amt. Approved	\$20,000.00
Loan Status	INSTANT APPROVED	Approval Officer	Adrianna Hargrove
Purpose	CREDIT CARD	Description	
Amount Owed to Lender	\$0.00		

LOAN TERMS

Product Code		Payment Due Day	18
Amount Requested	\$0.00	First Payment Date	
Amount Approved	\$20,000.00	Balloon Amount	
Loan Term		Debt Cancellation	
Rate	12.900%		
Estimated Payment	\$400.00		

BORROWER INFORMATION

Name	RODRICK LEVINGSTON	Email	
SSN		Current Address	
Member #			
Date of Birth			
Home Phone		Previous Address	
Work Phone			
Cell Phone			

SCORES

Credit Score	662	Custom Score	531
Bankruptcy Score	531	Custom Score 2	665
Fraud Score	0		

CURRENT EMPLOYMENT

Occupation	FIREFIGHTER / PARAMEDIC	Employed Duration	15 Y(s)
Employment Status	EMPLOYED	Address	
Employer	CITY OF MESQUITE	Phone	

INCOME & DEBIT

It is not required to list alimony, child support or other separate maintenance payments unless the applicant will be using them for repayment/qualifying.

Income	Amount	Description	Tax Exempt
Gross Monthly Income	\$6,500.00		\$6,500.00
Other Income 1	\$0.00		\$0.00
Other Income 2	\$0.00		\$0.00
Total Monthly Income	\$6,500.00		\$6,500.00

CONSUMER INCOME COMMENTS

Monthly Liability	\$2,069.00
Monthly Rent	\$0.00
Denial Reasons	
is Denied?	

CO-BORROWER EMPLOYMENT

CURRENT

Occupation	
Employment Status	
Employer	
Employed Duration	
Address	
Phone	

PREVIOUS

Occupation	
Employment Status	
Employer	
Employed Duration	
Address	
Phone	

CO-BORROWER INCOME & DEBIT

Income	Amount	Description	Tax Exempt
Gross Monthly Income	\$0.00		\$0.00
Other Income 1	\$0.00		\$0.00
Other Income 2	\$0.00		\$0.00
Total Monthly Income	\$0.00		\$0.00

CONSUMER INCOME COMMENTS

Monthly Liability	\$0.00
Monthly Rent	\$0.00
Denial Reasons	
is Denied?	

CUSTOM QUESTIONS

Application Custom Questions

Is this application for a partner card? Example: MedicAlert, NSS, Star Trek.: No
Please select your desired card type and card image. Night Launch Galaxy Eclipse: Plat Rewards - Night Launch
Are you interested in Credit Protection?
: No Protection
Promotion Description: NON-MEMBER CREDIT CARD Q42015
Innovation Result: Allow Request

UNDERWRITING INFORMATION

Total Monthly Income	Liabilities (Credit Report)	Other Liabilities	Rent	Monthly Debt
\$6,500.00	\$2,069.00	\$0.00	\$0.00	\$2,069.00

Assumed Rate	12.900%
Adjusted Total Monthly Income w/ Tax Exempt.	\$6,500.00
Estimated Monthly Payment	\$400.00
Total Monthly Debt	\$2,469.00
Amount To Live On	\$4,031.00
Payment to Income	6.154%
DTI (Debt to Income)	37.985%
DTI w/o This Loan Pmt	31.831%
Total Unsecured Balance	\$46,604.00
Total Unsecured Balance / Total Debt	26.816%
Total Unsecured Bal /Annual Income	59.749%
Total Secured Bal (Excl. Mortgage)	\$3,457.00
Total Secured Bal (Excl. Mortgage) / Annual Income	4.432%
Unsecured Pmt / Mo Income	16.062%
Available Revolving Amt / Total Revolving Credit	14.236%
New Unsecured Aggregate Amount	\$20,000.00
New Secured Aggregate Amount With Lender Excluding Mortgage (Primary)	\$0.00

COMMENTS AND STIPULATIONS

Decision Comments

HARGROVE, ADRIANNA (12/7/2015 11:51:30 AM EST): INSTANT APPROVAL UP TO \$20,000.00
VISA PLATINUM-ADVANTAGE REWARDS (REQUESTED \$0.00, SELECTED \$20,000.00)

(12/6/2015 9:55:02 PM EST): WEBAPP-INSTANT APPROVE LOAN AMOUNT: \$0.00 MAX LOAN
AMOUNT: \$20,000.00

Internal Comments:

SYSTEM (12/7/2015 11:51:30 AM EST): SWITCHING LOAN STATUS FROM INSTANT APPROVED TO PENDING BECAUSE CREDIT CARD APR HAS CHANGED (0.000 -> 12.900)

HARGROVE, ADRIANNA (12/7/2015 11:51:09 AM EST): MEMBER ACCOUNT SUCCESSFULLY CREATED: [REDACTED]

API, SUBMITLOAN (12/6/2015 9:56:44 PM EST): PRECISE ID KIQ RESULTS FOR RODRICK LEVINGSTON - ACCEPT REFER CODE: ACC.

API, SUBMITLOAN (12/6/2015 9:55:12 PM EST): PRECISE ID RESULTS FOR RODRICK LEVINGSTON - PRECISEID SCORE: 665. DECISION CODE: R10. OFAC CODE: 1 . OFAC DESCRIPTION: NO MATCH.

API, SUBMITLOAN (12/6/2015 9:55:06 PM EST): CUSTOM APP VALIDATION PRECHECK RESULTS:

- UNSECURED APP REQUESTS > \$50K

- APP(S) NOT WRITTEN TO SYMITAR:

APP NUM: [REDACTED] APP DECISION:

- CUSTOM APP GENERATED.

SYSTEM (12/6/2015 9:55:02 PM EST): NOTE: FRAUD PASSED -- APPLICANT (RODRICK LEVINGSTON) CREDIT REPORT DOES NOT CONTAIN FRAUD WARNING.

SYSTEM (12/6/2015 9:55:02 PM EST): NOTE: OFAC PASSED -- APPLICANT (RODRICK LEVINGSTON) CREDIT REPORT DOES NOT CONTAIN OFAC WARNING.

Promo Information:
Promo Code: vDPp3b

Location Info:

System (12/6/2015 9:54:47 PM): ORIGINATING IP ADDRESS : 76.185.40.206- Custom App Generated.

System (12/6/2015 9:54:47 PM): CREDIT PROTECTION SELECTED : No Protection- Custom App Generated.

System (12/6/2015 9:54:47 PM): PROMOTION: Non-Member Credit Card Q42015- Custom App Generated.

Consumer Comments:

Stipulations

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX [REDACTED]

Statement Closing Date:

September 23, 2023



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
 nasafcu.com and log into eBranch



Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
09/23	09/23		Late Fee	25.00
			TOTAL FEES FOR THIS PERIOD	25.00
Interest Charged				
			Interest Charged on Purchases	304.12
			Interest Charged on Cash Advances	0.00
			Interest Charged on Balance Transfers	0.00
			TOTAL INTEREST FOR THIS PERIOD	304.12
2023 Totals Year To Date				
			Total Fees Charged in 2023	\$ 225.00
			Total Interest Charged in 2023	\$ 2,647.52
			Total Interest Paid in 2023	\$ 545.31

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,904.32	.049287% (D)	17.990%(v)	\$304.12
CASH ADVANCES	A	\$0.00	.049315% (D)	18.000%(v)	\$0.00
BALANCE TRANSFERS	A	\$0.00	.049287% (D)	17.990%(v)	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



Statement Closing Date:
October 23, 2023

RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:

October 23, 2023



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
 nasafcu.com and log into eBranch



Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
No Activity this Period				
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
Interest Charged on Purchases				0.00
Interest Charged on Cash Advances				0.00
TOTAL INTEREST FOR THIS PERIOD				0.00
2023 Totals Year To Date				
Total Fees Charged in 2023				\$ 225.00
Total Interest Charged in 2023				\$ 2,647.52
Total Interest Paid in 2023				\$ 545.31

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,904.32	.000000% (D)	0.000%	\$0.00
CASH ADVANCES	A	\$0.00	.000000% (D)	0.000%	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



Account Number: XXXX-XXXX-XXXX-

Statement Closing Date:
November 23, 2023

The more you use your card this holiday season, the greater the number of chances you'll have to win \$1,000!

Shop & Win between 11/20/23 to 12/31/23. See enclosed insert for details.

Summary of Account Activity		
Previous Balance		\$ 22,487.57
Payments	-	0.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	0.00
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	0.00
NEW BALANCE		\$ 22,487.57
Credit Limit		\$ 0.00
Available Credit		\$ 0.00
Available Cash		\$ 0.00
Statement Closing Date		11/23/23
Days in Billing Cycle		31

Payment Information	
New Balance	\$ 22,487.57
Minimum Payment Due	\$ 4,306.00
(Includes Past Due Amount of 3,857.00)	
Payment Due Date	12/18/23
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00 and your APR's may be increased up to the penalty APR of 18.00% .	
Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.	
PLATINUM ADVANTAGE REWARDS	Total Points Balance 24,779

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	16 Years	\$22,487
\$642	3 Years	\$23,112 (Savings = \$0)

If you would like information about credit counseling services, call (866) 791-4360.

NOTICE: Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

NASA FCU
PO Box 1778
Bowie, MD 20717-1778



Account Number

XXXX-XXXX-XXXX-XXXX

Check box to indicate
name/address change
on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

\$

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MAKE CHECK PAYABLE TO:

NASA FCU
PO Box 1660
Bowie, MD 20717-1660

RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX [REDACTED]

Statement Closing Date:

November 23, 2023



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
 nasafcu.com and log into Online Banking



Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
No Activity this Period				
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
Interest Charged on Purchases				0.00
Interest Charged on Cash Advances				0.00
TOTAL INTEREST FOR THIS PERIOD				0.00
2023 Totals Year To Date				
Total Fees Charged in 2023				\$ 225.00
Total Interest Charged in 2023				\$ 2,647.52
Total Interest Paid in 2023				\$ 545.31

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,904.32	.000000% (D)	0.000%	\$0.00
CASH ADVANCES	A	\$0.00	.000000% (D)	0.000%	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:
December 23, 2023

Keep your account information safe from prying eyes! Find out more at nasafcu.com/security.

Summary of Account Activity			Payment Information	
Previous Balance		\$ 22,487.57	New Balance	\$ 22,487.57
Payments	-	0.00	Minimum Payment Due	\$ 4,755.00
Other Credits	-	0.00	(Includes Past Due Amount of 4,306.00)	
Other Debits	+	0.00	Payment Due Date	01/18/24
Purchases	+	0.00	Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00 and your APR's may be increased up to the penalty APR of 18.00%.	
Cash Advances	+	0.00	Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.	
Fees Charged	+	0.00	PLATINUM ADVANTAGE Total Points Balance 24,779	
Interest Charged	+	0.00	REWARDS	
NEW BALANCE		\$ 22,487.57		
Credit Limit		\$ 0.00		
Available Credit		\$ 0.00		
Available Cash		\$ 0.00		
Statement Closing Date		12/23/23		
Days in Billing Cycle		30		

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	16 Years	\$22,487
\$642	3 Years	\$23,112 (Savings = \$0)

If you would like information about credit counseling services, call (866) 791-4360.

NOTICE: Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

NASA FCU
PO Box 1778
Bowie, MD 20717-1778



Account Number

XXXX-XXXX-XXXX-XXXX

Check box to indicate
name/address change
on back of this coupon ☐

Closing Date	New Balance	Minimum Payment Due	Payment Due Date
12/23/23	\$22,487.57	\$4,755.00	01/18/24

AMOUNT OF PAYMENT ENCLOSED

\$

MAKE CHECK PAYABLE TO:

NASA FCU
PO Box 1660
Bowie, MD 20717-1660

RODRICK LEVINGSTON

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:

December 23, 2023



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
 nasafcu.com and log into Online Banking



Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
No Activity this Period				
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
Interest Charged on Purchases				0.00
Interest Charged on Cash Advances				0.00
TOTAL INTEREST FOR THIS PERIOD				0.00
2023 Totals Year To Date				
Total Fees Charged in 2023				\$ 225.00
Total Interest Charged in 2023				\$ 2,647.52
Total Interest Paid in 2023				\$ 545.31

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,904.32	.000000% (D)	0.000%	\$0.00
CASH ADVANCES	A	\$0.00	.000000% (D)	0.000%	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



Account Number: XXXX-XXXX-XXXX-

Statement Closing Date:
November 23, 2022

The more you use your card this holiday season, the greater the number of chances you'll have to win \$1,000!

Shop & Win between 11/20/22 to 12/31/22. See enclosed insert for details.

Summary of Account Activity		
Previous Balance		\$ 17,836.48
Payments	-	356.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	218.33
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	248.79
NEW BALANCE		\$ 17,947.60
Credit Limit		\$ 20,000.00
Available Credit		\$ 2,052.40
Available Cash		\$ 2,052.40
Statement Closing Date		11/23/22
Days in Billing Cycle		31

Payment Information	
New Balance	\$ 17,947.60
Minimum Payment Due	\$ 358.00
Payment Due Date	12/18/22

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to **\$35.00** and your **APR's may be increased up to the penalty APR of 18.00%**.

Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.

PLATINUM ADVANTAGE REWARDS	Total Points Balance* 22,205 *Includes all household cards
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Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	43 Years	\$55,461
\$648	3 Years	\$23,328 (Savings = \$32,133)

If you would like information about credit counseling services, call (866) 791-4360.

NOTICE: Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

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PO Box 1778
Bowie, MD 20717-1778



Account Number

XXXX-XXXX-XXXX [REDACTED]

Check box to indicate
name/address change
on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

11/23/22

New Balance

\$17,947.60

**Minimum
Payment Due**

\$358.00

Payment Due Date

12/18/22

\$

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MAKE CHECK PAYABLE TO:

NASA FCU
PO Box 1660
Bowie, MD 20717-1660

RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX [REDACTED]

Statement Closing Date:

November 23, 2022



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
nasafcu.com and log into eBranch



Please send Billing Inquiries and Correspondence to:
PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
11/09	11/10	24512392313044144249721	Car Wash USA Express 23 303-7799009 TX	27.00
11/11	11/11		Payment ACH 0000422108 TYPE: PAYMENTS ID: 3255077833 NAME: 0000422108	-356.00
11/18	11/19	24692162323101095142755	D & P CARPET CLEANING LANCASTER TX	121.51
11/21	11/21	24692162325102925041371	AMZN Mktp US*HW2LB0ZU0 Amzn.com/bill WA	69.82
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
			Interest Charged on Purchases	248.79
			Interest Charged on Cash Advances	0.00
			Interest Charged on Balance Transfers	0.00
			TOTAL INTEREST FOR THIS PERIOD	248.79
2022 Totals Year To Date				
			Total Fees Charged in 2022	\$ 0.00
			Total Interest Charged in 2022	\$ 2,063.83
			Total Interest Paid in 2022	\$ 1,923.23

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$17,593.12	.045616% (D)	16.650%(v)	\$248.79
CASH ADVANCES	A	\$0.00	.049315% (D)	18.000%(v)	\$0.00
BALANCE TRANSFERS	A	\$0.00	.045616% (D)	16.650%(v)	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:
December 23, 2022

Keep your account information safe from prying eyes! Find out more at nasa.fcunetbank.com/security.

Summary of Account Activity		
Previous Balance		\$ 17,947.60
Payments	-	358.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	2,163.17
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	256.04
NEW BALANCE		\$ 20,008.81
Credit Limit		\$ 20,000.00
Over Limit Amount		\$ 8.81
Available Cash		\$ 0.00
Statement Closing Date		12/23/22
Days in Billing Cycle		30

Payment Information	
New Balance	\$ 20,008.81
Minimum Payment Due	\$ 400.00
Payment Due Date	01/18/23
<p>Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00 and your APR's may be increased up to the penalty APR of 18.00%.</p> <p>Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.</p>	
PLATINUM ADVANTAGE <small>R E W A R D S</small>	Total Points Balance* 24,194 <small>*Includes all household cards</small>

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	47 Years	\$66,217
\$728	3 Years	\$26,208 (Savings = \$40,009)

If you would like information about credit counseling services, call (866) 791-4360.

NOTICE: Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

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Account Number

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AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Minimum Payment Due	Payment Due Date
12/23/22	\$20,008.81	\$400.00	01/18/23

\$

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MAKE CHECK PAYABLE TO:

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RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON
Account Number: XXXX-XXXX-XXXX

Statement Closing Date:

December 23, 2022


VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)

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 nasafcu.com and log into eBranch

Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778

Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
11/23	11/24	24445002327300698881363	KROGER #0436 CEDAR HILL TX	53.89
12/03	12/03	24692162337100039674299	IN *TRI CITY EMBROIDERY DESOTO TX	104.03
12/03	12/04	24943002338898030357863	COSTCO GAS #0636 DUNCANVILLE TX	40.32
12/06	12/07	24943002341898110316958	COSTCO GAS #0636 DUNCANVILLE TX	49.99
12/09	12/10	24512392343045143719923	Car Wash USA Express 23 303-7799009 TX	27.00
12/11	12/11		Payment ACH 0000422108 TYPE: PAYMENTS ID: 3255077833 NAME: 0000422108	-358.00
12/15	12/16	24445002350500502657558	FAT DOG BEVERAGE #142 COFFEE CITY TX	445.17
12/17	12/17	24137462351501091018523	TST* 835 EXPOSITION DALLAS TX	111.33
12/17	12/17	24137462351501091018457	TST* 835 EXPOSITION DALLAS TX	44.54
12/17	12/17	24137462351501091018606	TST* 835 EXPOSITION DALLAS TX	37.99
12/17	12/17	24492162351000046814917	SEATGEEK TICKETS HTTPSWWW.SEAT NY	45.58
12/16	12/18	24073142352900018115334	LIVE! ARLINGTON TX	31.93
12/16	12/18	24761472352030015438790	CASA DE MONTECRISTO DALLAS TX	91.96
12/19	12/20	24455012353141011558277	WAL-MART #3432 DESOTO TX	72.38
12/19	12/20	24943002354898110341695	COSTCO GAS #0636 DUNCANVILLE TX	50.90
12/19	12/20	24445002354500491248167	DSW PLAZA AT CEDAR HILL CEDAR HILL TX	100.00
12/20	12/20	24399002354295018015449	BEST BUY 00000562 CEDAR HILL TX	247.89
12/20	12/20	24431062354832969548772	JCPENNEY 2826 CEDAR HILL TX	60.88
12/20	12/20	24431062354832969548988	JCPENNEY 2826 CEDAR HILL TX	64.94
12/20	12/21	24435652355091532001891	H&M0421 CEDAR HILL TX	59.52
12/20	12/21	24445002355001151283080	SPECS #191 CEDAR HILL TX	159.52
12/21	12/21	24692162355104758007571	AMZN Mktp US*9L81J3O33 Amzn.com/bill WA	16.23
12/20	12/22	24941442355819002282333	BATH AND BODY WORKS 506 CEDAR HILL TX	42.22
12/22	12/22	24692162356105428596058	AMZN Mktp US*VJ8VG4793 Amzn.com/bill WA	30.30
12/21	12/22	24445002356500579028554	DSW PLAZA AT CEDAR HILL CEDAR HILL TX	150.00
12/22	12/23	24431062357083746851835	AMZN MKTP US*XT34J1ER3 AMZN.COM/BILL WA	24.66
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
Interest Charged on Purchases				256.04
Interest Charged on Cash Advances				0.00
Interest Charged on Balance Transfers				0.00
TOTAL INTEREST FOR THIS PERIOD				256.04
2022 Totals Year To Date				
Total Fees Charged in 2022				\$ 0.00
Total Interest Charged in 2022				\$ 2,319.87
Total Interest Paid in 2022				\$ 2,172.02

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$18,164.15	.046986% (D)	17.150%(v)	\$256.04
CASH ADVANCES	A	\$0.00	.049315% (D)	18.000%(v)	\$0.00
BALANCE TRANSFERS	A	\$0.00	.046986% (D)	17.150%(v)	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:

January 23, 2023

Take your savings to new heights! Visit nasafcu.com/deposit-offer to learn more.

Summary of Account Activity		
Previous Balance		\$ 20,008.81
Payments	-	400.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	333.55
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	289.27
NEW BALANCE		\$ 20,231.63
Credit Limit		\$ 20,000.00
Over Limit Amount		\$ 231.63
Available Cash		\$ 0.00
Statement Closing Date		01/23/23
Days in Billing Cycle		31

Payment Information	
New Balance	\$ 20,231.63
Minimum Payment Due	\$ 404.00
Payment Due Date	02/18/23
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00 and your APR's may be increased up to the penalty APR of 18.00%.	
Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.	
PLATINUM ADVANTAGE REWARDS	Total Points Balance* 24,702 *Includes all household cards

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	47 Years	\$66,976
\$736	3 Years	\$26,496 (Savings = \$40,480)

If you would like information about credit counseling services, call (866) 791-4360.

NOTICE: Page 1 of 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

NASA FCU
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Bowie, MD 20717-1778



Account Number

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Check box to indicate
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Closing Date	New Balance	Minimum Payment Due	Payment Due Date
01/23/23	\$20,231.63	\$404.00	02/18/23

AMOUNT OF PAYMENT ENCLOSED

\$

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MAKE CHECK PAYABLE TO:

NASA FCU
PO Box 1660
Bowie, MD 20717-1660

RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The Interest Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

The **Interest Charges** for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

The **Interest Charges** for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

Payment Crediting and Credit Balance. Payments received by 5PM at the location specified on the front of the statement after the phrase **"Please Mail Your Payment To:"** will be credited as of the date of receipt to the account specified on the payment coupon. Payments made in person during normal business hours at branch locations where such payments are accepted will be treated as received on the same day. Payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase **"Please send Billing Inquiries and Correspondence to:"**.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date. The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee. If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address listed on the front of this statement after the phrase **"Please send Billing Inquiries and Correspondence to:"** You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half to this same address.

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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 the address shown on the front of this billing statement after the phrase **"Please send Billing Inquiries...to":** 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 (or electronically). You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question. 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, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at the address shown on the front of this billing statement following the phrase **"Please send Billing Inquiries...to":**

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.

Please provide a legal document evidencing your name change, such as a court document.
Please use blue or black ink to complete form

NAME CHANGE		Last																									
		First													Middle												
ADDRESS CHANGE		Street																									
City																			State			ZIP Code					
Home Phone	()				-																		

RODRICK LEVINGSTON

Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:

January 23, 2023



VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)



View and Manage your Account at:
nasafcu.com and log into eBranch



Please send Billing Inquiries and Correspondence to:
PO BOX 1778, BOWIE, MD 20717-1778



Please Mail Your Payments to:
NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
12/28	12/29	24137462363001491619455	TST* WJ FORT WORTH TX	154.14
01/07	01/07		Payment ACH 0000422108 TYPE: PAYMENTS ID: 3255077833 NAME: 0000422108	-400.00
01/09	01/10	24512393009046521180723	Car Wash USA Express 23 303-7799009 TX	27.00
01/13	01/15	24761473015030015300880	CASA DE MONTECRISTO DALLAS TX	152.41
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
			Interest Charged on Purchases	289.27
			Interest Charged on Cash Advances	0.00
			Interest Charged on Balance Transfers	0.00
			TOTAL INTEREST FOR THIS PERIOD	289.27
2023 Totals Year To Date				
			Total Fees Charged in 2023	\$ 0.00
			Total Interest Charged in 2023	\$ 289.27
			Total Interest Paid in 2023	\$ 256.04
			Total Fees Charged in 2022	\$ 0.00
			Total Interest Paid in 2022	\$ 2,172.02

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,859.54	.046986% (D)	17.150%(v)	\$289.27
CASH ADVANCES	A	\$0.00	.049315% (D)	18.000%(v)	\$0.00
BALANCE TRANSFERS	A	\$0.00	.046986% (D)	17.150%(v)	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



Account Number: XXXX-XXXX-XXXX

February 23, 2023

Summary of Account Activity		
Previous Balance		\$ 20,231.63
Payments	-	404.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	49.69
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	294.07
NEW BALANCE		\$ 20,171.39
Credit Limit		\$ 20,000.00
Over Limit Amount		\$ 171.39
Available Cash		\$ 0.00
Statement Closing Date		02/23/23
Days in Billing Cycle		31

New Balance	\$ 20,171.39
Minimum Payment Due	\$ 403.00
Payment Due Date	03/18/23

Please Be Advised: If you pay less than the required minimum payment amount, finance charges will continue to accrue on any shortage and the total that you pay in finance charges may be greater than the finance charge described in your VISA Cardholder Agreements.

PLATINUM
ADVANTAGE
REWARDS

*Includes all householded cards

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	49 Years	\$69,132
\$736	3 Years	\$26,496 (Savings = \$42,636)



XXXX-XXXX-XXXX-XXXX

Closing Date	New Balance	Minimum Payment Due	Payment Due Date
02/23/23	\$20,171.39	\$403.00	03/18/23

\$

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 .

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NASA FCU
PO Box 1660
Bowie, MD 20717-1660

RODRICK LEVINGSTON

Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

RODRICK LEVINGSTON
Account Number: XXXX-XXXX-XXXX-XXXX

Statement Closing Date:

February 23, 2023


VIP Cardmember Service: (888) NASA-FCU (627-2328)
Report Lost or Stolen Card: (888) NASA-FCU (627-2328)

View and Manage your Account at:
 nasafcu.com and log into eBranch

Please send Billing Inquiries and Correspondence to:
 PO BOX 1778, BOWIE, MD 20717-1778

Please Mail Your Payments to:
 NASA FCU, PO Box 1660, BOWIE, MD 20717-1660

Transactions				
Trans Date	Post Date	Reference Number	Description	Amount
02/07	02/07		Payment ACH 0000422108 TYPE: PAYMENTS ID: 3255077833 NAME: 0000422108	-404.00
02/09	02/10	24512393040047922947323	Car Wash USA Express 23 303-7799009 TX	27.00
02/13	02/14	24445003045400222706455	WM SUPERCENTER #3285 469-272-7344 TX	22.69
Fees				
Trans Date	Post Date	Reference Number	Description	Amount
TOTAL FEES FOR THIS PERIOD				0.00
Interest Charged				
			Interest Charged on Purchases	294.07
			Interest Charged on Cash Advances	0.00
			Interest Charged on Balance Transfers	0.00
			TOTAL INTEREST FOR THIS PERIOD	294.07
<div> 2023 Totals Year To Date Total Fees Charged in 2023 \$ 0.00 Total Interest Charged in 2023 \$ 583.34 Total Interest Paid in 2023 \$ 545.31 </div>				

Interest Charge Calculation/Plan Level Information					
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge
PURCHASES	G	\$19,898.96	.047671% (D)	17.400%(v)	\$294.07
CASH ADVANCES	A	\$0.00	.049315% (D)	18.000%(v)	\$0.00
BALANCE TRANSFERS	A	\$0.00	.047671% (D)	17.400%(v)	\$0.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. indicates variable rate. If you have a variable rate account, the periodic rate and Annual Percentage Rate (APR) may vary.



P.O. Box 1588 • Bowie, MD 20717-1588

Exhibit A-5

Notice Date: August 30, 2023

RETURN SERVICE REQUESTED

667254 12620 1/1 UNQ 09-06-23 CLT
1

RODRICK LEVINGSTON
[REDACTED]

RE: Account Number: XXX [REDACTED]
Loan Payoff Balance \$22,158.45

Dear Rodrick Levingston,

You have failed to make payment(s) due under your loan with NASA Federal Credit Union. As a result, the above balance is due in full. Please be advised that unless we receive full payment on this account by September 4, 2023, we may refer this account to our attorneys for collection. Failure to pay this loan in full may result in some or all of the following consequences:

1. This delinquency will be recorded on your credit history and that of any co-maker or co-borrower on this loan.
2. If legal proceedings become necessary, you may be liable for all collection costs, including court costs and attorney fees incurred in the collection of your loan balance.
3. If judgment is recorded in favor of the Credit Union and you have real property, the Credit Union may place a lien against your real property.

We regret the necessity for this action and urge you to remit full payment immediately to avoid legal action. You may reach us at any of the numbers listed below on extension 500 for any questions regarding this matter. If full payment has been sent, please disregard this notice.

Sincerely,
NASA Federal Credit Union

This is not an attempt to collect a debt if you have been discharged from personal liability on the debt because of bankruptcy proceedings and have not reaffirmed the debt, or if you are the subject of a pending bankruptcy proceeding.



Padfield & Stout, LLP
Attorneys & Counselors at Law

Matthew B. Fronda
817.338.1616 / Telephone
817.338.1610 / Fax
mfronda@padfieldstout.com

January 31, 2024

Rodrick Levingston
[REDACTED]

VIA CM/RRR #9589 0710 5270 0177 3909 25
AND VIA REGULAR MAIL

RE: NASA Federal Credit Union vs. Rodrick Levingston
Demand Amount: \$22,487.57

Dear Mr. Levingston:

I have been retained to represent NASA Federal Credit Union ("NASA"), regarding the above-referenced Obligation. You are now in default under the above-referenced Obligation for failure to pay the Demand Amount, and your failure to pay the Demand Amount has resulted in my client contacting the undersigned attorney.

DEMAND is hereby made that you pay to NASA Federal Credit Union the sum of **\$22,487.57** on or before March 1, 2024 at 5:00 p.m. Payment must be made in the form of a cashier's check or certified funds, payable to "Padfield & Stout, L.L.P. Trust Account" and received in the offices of Padfield & Stout, L.L.P., 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102 by the foregoing date and time. This demand for payment is being made to satisfy the requirements of TEX. CIV. PRAC. & REM. CODE § 38.001 *et seq.*

Should you fail to satisfy the above demand, I will advise my client to take all legal action necessary to enforce the above-referenced Obligation and recover the delinquent payments due and owing, including the filing of the attached lawsuit.

If you have any questions, please do not hesitate to contact my office.

Very truly yours,

/s/Matthew B. Fronda
Matthew B. Fronda

****Attached hereto is Fair Debt Collection Practices Act Validation Notice Addendum***

Padfield & Stout, LLP
420 Throckmorton St., Suite 1210
Fort Worth, TX 76102
817-338-1616 from 8:30am to 5:30pm CT, Monday to Friday
www.padfieldstout.com

To: Rodrick Levingston

Reference: XXX

Padfield & Stout, LLP is a debt collector. We are trying to collect a debt that Rodrick Levingston owes to NASA Federal Credit Union. We will use any information you give us to help collect the debt.

Our information shows:

Rodrick Levingston had a Contract serviced by NASA Federal Credit Union with account number XXX108-90.

As of 01/29/2024, Rodrick Levingston owed:	\$	22,487.57
Between 01/29/2024 and today:		
You were charged this amount in interest:	+ \$	0.00
You were charged this amount in fees:	+ \$	0.00
You were credited this amount toward the debt:	- \$	0.00
Total amount of the debt now:	\$	22,847.57

How can you dispute the debt?

- **Call or write to us by 03/01/2024, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by 03/01/2024,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by 03/01/2024, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.

Notice: See reverse side for important information.

Mail this form to:
Padfield & Stout, LLP
420 Throckmorton St., Suite 1210
Fort Worth, TX 76102

Rodrick Levingston
1500 Tanglerose Ct
Desoto, Texas 75115

How do you want to respond?

Check all that apply:

- ☐ **I want to dispute the debt because I think:**
 - ☐ This is not my debt.
 - ☐ The amount is wrong.
 - ☐ Other (please describe on the reverse or attach additional information).
- ☐ **I want you to send me the name and address of the original creditor.**
- ☐ **I enclosed this amount \$_____.**

Make your check payable to Padfield & Stout, LLP Trust Account and include NASA.Levingston as reference.

- ☐ **Quiero este formulario en español.**

Cause No. _____

NASA FEDERAL CREDIT UNION	§	IN THE DISTRICT COURT
	§	
	§	
VS.	§	JUDICIAL DISTRICT OF
	§	
	§	
RODRICK LEVINGSTON	§	DALLAS COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION

NOW COMES NASA Federal Credit Union, (“NASA”), complaining of Rodrick Levingston, and files this its Original Petition, and for cause of action would respectfully show the Court the following:

I. PARTIES AND JURISDICTION

1. NASA is a federal credit union duly authorized to conduct business in the State of Texas, with its primary place of business located in upper Marlboro, Maryland.
2. Defendant Rodrick Levingston (Texas DL: XXXXX477; SSN: XXX-XX-X772) is a Texas resident that may be served at his or her residence located at 1500 Tanglerose Ct., Desoto, Texas 75115, or wherever he may be found.
3. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiff hereby elects that all discovery shall be conducted under Level I of said rule. Plaintiff affirmatively pleads that it seeks monetary relief aggregating \$250,000.00 or less, excluding costs, pre-judgment interest and attorney’s fees.

II. FACTS

4. On or about December 7, 2015, Defendant Rodrick Levingston, applied for and received funds for a revolving line of credit, whereby NASA loaned \$20,000.00 to Defendant (the “Loan Agreement”).

5. A copy of the Loan Summary, along with all exhibits and attachments, is attached hereto and incorporated by reference for all purposes herein as Exhibit "A."

6. Defendant failed to pay the monthly payments due under the terms of the Loan Agreement. NASA has accelerated the maturity of the Loan Agreement in accordance with the terms of Loan Agreement and has declared the entire unpaid balance due and owing. All conditions precedent to NASA's right to recover a judgment have occurred. To date, the total amount due and owing on Defendant's account, after all lawful offsets and credits, is \$22,487.57.

III. CAUSES OF ACTION

COUNT 1: BREACH OF CONTRACT

7. Defendant defaulted under the terms of the Loan Agreement by failing to make all payments due thereunder. NASA has made numerous demands upon Defendant for the past due payments, but Defendant has failed and refused to pay said past due payments or any part thereof. As such, Defendant has breached her contract with NASA, and NASA is entitled to a judgment for its damages.

COUNT 2: ATTORNEY'S FEES

8. Upon Defendant's failure to pay the balance owing on the Loan Agreement, NASA placed said contract in the hands of the undersigned attorney for enforcement, and has agreed to pay said attorney reasonable attorney's fees for his services for which Defendant has become liable by the terms of the contract, and by virtue of Article 38.001 *et seq.* of the Texas Civil Practice and Remedies Code.

IV. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that;

1. Defendant be cited to appear and answer herein;

2. Plaintiff have judgment against Defendant in the sum of \$22,487.57 plus pre-judgment interest at the statutory rate of 6% per annum from date of filing suit until date of judgment;
3. Plaintiff have Judgment against Defendant for attorney's fees, pre-judgment and post judgment interest as provided by law, Court costs and such other and further relief to which Plaintiff may be entitled at law or in equity.

PADFIELD & STOUT, L.L.P.
420 Throckmorton Street, Suite 1210
Fort Worth, Texas 76102
(817) 338-1616 phone
(817) 338-1610 fax

/s/ Matthew B. Fronda
Alan B. Padfield
State Bar I.D. #00784712
abp@padfieldstout.com
Matthew B. Fronda
State Bar I.D. #24086264
mfronda@padfieldstout.com

Attorneys for Plaintiff

LOAN SUMMARY**LOAN INFORMATION -**

Loan Type	Credit Card	Initial Entry Time	
Lender	NASA FEDERAL CREDIT UNION	App. Received Date	12/6/2015
Loan #		Funding Date	12/7/2015
Loan Officer		Funding Amt. Approved	\$20,000.00
Loan Status	INSTANT APPROVED	Approval Officer	Adrianna Hargrove
Purpose	CREDIT CARD	Description	
Amount Owed to Lender	\$0.00		

LOAN TERMS

Product Code		Payment Due Day	18
Amount Requested	\$0.00	First Payment Date	
Amount Approved	\$20,000.00	Balloon Amount	
Loan Term		Debt Cancellation	
Rate	12.900%		
Estimated Payment	\$400.00		

BORROWER INFORMATION

Name	RODRICK LEVINGSTON	Email	...COM
SSN		Current Address	
Member #			
Date of Birth			
Home Phone		Previous Address	
Work Phone			
Cell Phone			

SCORES

Credit Score		Custom Score	
Bankruptcy Score		Custom Score 2	
Fraud Score	0		

CURRENT EMPLOYMENT

Occupation	FIREFIGHTER / PARAMEDIC	Employed Duration	15 Y(s)
Employment Status	EMPLOYED	Address	
Employer	CITY OF MESQUITE	Phone	

INCOME & DEBIT

It is not required to list alimony, child support or other separate maintenance payments unless the applicant will be using them for repayment/qualifying.

Income	Amount	Description	Tax Exempt
Gross Monthly Income	\$6,500.00		\$6,500.00
Other Income 1	\$0.00		\$0.00
Other Income 2	\$0.00		\$0.00
Total Monthly Income	\$6,500.00		\$6,500.00

CONSUMER INCOME COMMENTS

Monthly Liability	\$2,069.00
Monthly Rent	\$0.00
Denial Reasons	
is Denied?	

CO-BORROWER EMPLOYMENT

CURRENT

Occupation	
Employment Status	
Employer	
Employed Duration	
Address	
Phone	

PREVIOUS

Occupation	
Employment Status	
Employer	
Employed Duration	
Address	
Phone	

CO-BORROWER INCOME & DEBIT

Income	Amount	Description	Tax Exempt
Gross Monthly Income	\$0.00		\$0.00
Other Income 1	\$0.00		\$0.00
Other Income 2	\$0.00		\$0.00
Total Monthly Income	\$0.00		\$0.00

CONSUMER INCOME COMMENTS

Monthly Liability	\$0.00
Monthly Rent	\$0.00
Denial Reasons	
is Denied?	

CUSTOM QUESTIONS

Application Custom Questions

Is this application for a partner card? Example: MedicAlert, NSS, Star Trek.: No
Please select your desired card type and card image. Night Launch Galaxy Eclipse: Plat Rewards - Night Launch
Are you interested in Credit Protection?
: No Protection
Promotion Description: NON-MEMBER CREDIT CARD Q42015
novation Result: Allow Request

UNDERWRITING INFORMATION

Total Monthly Income	Liabilities (Credit Report)	Other Liabilities	Rent	Monthly Debt
\$6,500.00	\$2,069.00	\$0.00	\$0.00	\$2,069.00

Assumed Rate	12.900%
Adjusted Total Monthly Income w/ Tax Exempt.	\$6,500.00
Estimated Monthly Payment	\$400.00
Total Monthly Debt	\$2,469.00
Amount To Live On	\$4,031.00
Payment to Income	6.154%
DTI (Debt to Income)	37.985%
DTI w/o This Loan Pmt	31.831%
Total Unsecured Balance	\$46,604.00
Total Unsecured Balance / Total Debt	26.816%
Total Unsecured Bal /Annual Income	59.749%
Total Secured Bal (Excl. Mortgage)	\$3,457.00
Total Secured Bal (Excl. Mortgage) / Annual Income	4.432%
Unsecured Pmt / Mo Income	16.062%
Available Revolving Amt / Total Revolving Credit	14.236%
New Unsecured Aggregate Amount	\$20,000.00
New Secured Aggregate Amount With Lender Excluding Mortgage (Primary)	\$0.00

COMMENTS AND STIPULATIONS

Decision Comments

HARGROVE, ADRIANNA (12/7/2015 11:51:30 AM EST): INSTANT APPROVAL UP TO \$20,000.00 VISA PLATINUM-ADVANTAGE REWARDS (REQUESTED \$0.00, SELECTED \$20,000.00)

(12/6/2015 9:55:02 PM EST): WEBAPP-INSTANT APPROVE LOAN AMOUNT: \$0.00 MAX LOAN AMOUNT: \$20,000.00

Internal Comments:

SYSTEM (12/7/2015 11:51:30 AM EST): SWITCHING LOAN STATUS FROM INSTANT APPROVED TO PENDING BECAUSE CREDIT CARD APR HAS CHANGED (0.000 -> 12.900)

HARGROVE, ADRIANNA (12/7/2015 11:51:09 AM EST): MEMBER ACCOUNT SUCCESSFULLY CREATED [REDACTED]

API, SUBMITLOAN (12/6/2015 9:56:44 PM EST): PRECISE ID KIQ RESULTS FOR RODRICK LEVINGSTON - ACCEPT REFER CODE: ACC.

API, SUBMITLOAN (12/6/2015 9:55:12 PM EST): PRECISE ID RESULTS FOR RODRICK LEVINGSTON - PRECISEID SCORE: 665. DECISION CODE: R10. OFAC CODE: 1 . OFAC DESCRIPTION: NO MATCH.

API, SUBMITLOAN (12/6/2015 9:55:06 PM EST): CUSTOM APP VALIDATION PRECHECK RESULTS:

- UNSECURED APP REQUESTS > \$50K
- APP(S) NOT WRITTEN TO SYMITAR:

APP NUM: 98211 APP DECISION:

- CUSTOM APP GENERATED.

SYSTEM (12/6/2015 9:55:02 PM EST): NOTE: FRAUD PASSED -- APPLICANT (RODRICK LEVINGSTON) CREDIT REPORT DOES NOT CONTAIN FRAUD WARNING.

SYSTEM (12/6/2015 9:55:02 PM EST): NOTE: OFAC PASSED -- APPLICANT (RODRICK LEVINGSTON) CREDIT REPORT DOES NOT CONTAIN OFAC WARNING.

Promo Information:
Promo Code: vDPp3b

Location Info:

System (12/6/2015 9:54:47 PM): ORIGINATING IP ADDRESS : 76.165.40.206- Custom App Generated.

System (12/6/2015 9:54:47 PM): CREDIT PROTECTION SELECTED : No Protection- Custom App Generated.

System (12/6/2015 9:54:47 PM): PROMOTION: Non-Member Credit Card Q42015- Custom App Generated.

Consumer Comments:

Stipulations

than \$50.00 and was made from a plain merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plain merchant. See Annual Statement of Billing Rights As Required by Regulation Z below.

Consensual Security Interest

You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. Shares and deposits in an IRA or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. You may withdraw these other shares unless you are in default. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. For example, if you have an unpaid credit card balance, you agree we may use funds in your account(s) to pay any or all of the unpaid balance.

You agree that you are aware that granting a security interest is a condition for the credit card and you intend to grant a security interest. You acknowledge and agree that your pledge does not apply during any periods when you are a covered borrower under the Military Lending Act. For clarity, you will not be deemed a covered borrower, and your pledge will apply, if: (i) you become obligated on a credit transaction or establish an account for credit when you are not a covered borrower; or (ii) you cease to be a covered borrower.

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

Information Changes; Consent for Calls/Texts — By providing us with your mobile telephone number in connection with any accounts, products, or services, you consent to us (or others on our behalf) contacting you at that number. Your consent permits us to use automatic dialing technology, artificial-voice-recorded voice messages, and/or text messaging to deliver informational messages to you concerning any of your accounts, products, or services. You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or services and that you may revoke this consent at any time by calling us at 1-888-MASA-FCU (627-73228), visiting our website at www.masafcu.com, or through any other reasonable method that gives us a reasonable opportunity to update our records.

Effect of Agreement — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the Amendments. To the extent the law permits, and we indicate our notice, Amendments will apply to your existing account balance as well as to future transactions.

Credit Review and Release of Information — You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s).

Special Promotions — From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to your account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on your account statement.

Platinum Advantage Rewards and Platinum Cash Rewards Programs: Please refer to the following sites for Credit Card Terms and Conditions:

Platinum Advantage Rewards:

www.masafcu.com/platinum-advantage-rewards-credit-card/terms/

Platinum Cash Rewards Credit Card:

www.masafcu.com/platinum-cash-rewards-credit-card/terms/

Classic Credit Card:

www.masafcu.com/classic-credit-card/terms/

Annual Statement of Billing Rights As Required by Regulation Z

Your Billing Rights: Keep this Document for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case Of Errors Or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us as soon as possible at P.O. Box 1588, Bowie, MD 20717-1588. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If you find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Closing Your Account.

You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

Governing Law and Construction.

This Agreement has been accepted by us in Maryland and all loans shall be extended by us to you in Maryland. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Maryland law (without regard to its principles of conflict of law). To the extent not preempted by federal law and to the extent that Maryland law applies, this Agreement is made under Subtitle 9 of Title 12 of the Commercial Law Article of the Maryland Annotated Code. Procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection takes place.



Visa® Credit Card Agreement

In this agreement the words you or your mean each Person who applies for a credit card, or who uses the credit card or duplicate credit card. The word card means your credit card and duplicates of said card. The word account means your credit card revolving credit account. We, us, our(s), and Credit Union mean the MASA Federal Credit Union or anyone to whom the Credit Union transfers its rights under this agreement. The word "Disclosure" means the separate credit card account opening disclosure that we provide to you upon account opening. The Disclosure is incorporated into and is part of this agreement.

Promise to Pay: Responsibility — You promise to pay all charges (purchases, cash advances, balance transfers, use of convenience checks or any other charge) made to your account by you or anyone you authorize to use your account. You also promise to pay all finance charges and other charges added to your account under the terms of this agreement or another agreement you made with the Credit Union. If we issue you a card, you agree to repay all debts and the Finance charge arising from the use of the card and the card account jointly and severally. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request in writing and return all cards that were issued to you. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly and severally responsible with you for charges he or she makes, but if that person signs the card he or she becomes a party to this agreement and is also jointly and severally responsible for all charges on the account, including yours.

Individual Credit — One VISA Credit Card will be issued in your name only. A personal identification number (PIN) will be issued.

Joint Credit — Two VISA Credit cards will be issued, one in the applicant's name and one in the co-applicant's name. Both cards will be encoded with your personal identification number (PIN). This card will allow the co-applicant to access and utilize your credit card account through the participating automated teller machine (ATM) networks, subject to the terms and disclosure of the credit card agreement and the electronic funds transfer disclosure for credit card/ATM access card.

Authorized User — Up to two authorized user cards can be issued on an individual account or joint VISA account. To select an authorized user, request a separate form.

Lost/Stolen Card Notification — You agree to notify us immediately, only or in writing of the loss, theft or unauthorized use of your Credit Card. Contact the Credit Union at P.O. Box 1778, Bowie, Maryland 20717-1778 or telephone the Credit Union at 301-249-1800 or 1-888-MASA-FCU (627-73228) in the continental United States.

Liability for Unauthorized Use/Lost/Stolen Card Notification — You agree to notify us immediately in the event of the loss, theft or unauthorized use of your credit card. Contact us in writing at MASA Federal Credit Union, P.O. Box 1778, Bowie, Maryland 20717-1778 or by calling (301) 249-1800 or 1-888-MASA-FCU (627-73228). Under VISA operating rules, you

will generally have no liability for the unauthorized use of any credit card after its loss or theft. If there is an exception to the Visa "zero liability" operating rule, such as if you are grossly negligent in handling your credit card, your maximum liability is \$50. You will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. Do not use your account after you notify us, even if your credit card is found or returned. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

Credit Limit — When we approve your application, we will establish a self-replenishing line of credit for you and notify you of its amount when we issue the card. Your credit limit line appears on your billing statements. You agree not to let the account balance exceed this approved credit limit. Each payment you make on the account will reduce your credit limit by the amount of the payment which is applied to principal. You may request an increase in your credit limit only by application to us, which must be approved by our loan committee or loan officer. Without prior notice to you, we may raise your credit limit. The Credit Union may increase or decrease your credit limit, refuse to make an advance and/or terminate your account at any time for any reason not prohibited by law. If we detect unusual or suspicious activity, we may suspend or close your credit privileges. On the card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the Credit Union is in default, a new card may not be sent to you. This constitutes a termination of your credit line. You may also terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the account balance plus any finance and other charges you owe under this agreement. The card remains our property and you must recover and surrender to us if card upon request and upon termination of this agreement. Convenience checks are no longer valid if the account has been suspended or terminated. We may limit the number and/or the amount of transactions approved in one day.

Fraud — If your card account shows any sign of fraudulent, abusive or suspicious activity, we may close or suspend your card account immediately without giving you prior notice. Your fraudulent card uses will not earn applicable rewards and we may also terminate and cancel your right to continued reward program participation and/or accrued eligible rewards.

Monthly Payment — We will mail you a statement every month showing your previous balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your credit limit, the new balances of purchases and cash advances, the total new balance, the finance charge due to date, photocopy and other billed fees, and the minimum payment required. Every month you must pay at least the minimum payment within 25 days of your statement closing date. The minimum monthly payment is 2% of your total new balance, or \$25, whichever is greater. By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft account with us. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the finance charge by doing so. At any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. Subject to applicable law, payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases; provided that, in every case, in the event that you make a payment in excess of the required minimum periodic payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.

Periodic Rates — The periodic rate applicable to purchases, cash advances, and balance transfers are disclosed on the disclosure that accompanies this agreement. Any penalty rate that may be imposed for failing to make a payment by the payment due date is also disclosed on the Disclosure. Any rate change will be made pursuant to applicable law. If the rate for

your account is variable, as indicated on the accompanying Disclosure, the rate charged on purchases, cash advances, balance transfers and any penalty rate will vary periodically as disclosed in the Disclosure accompanying this agreement (unless indicated otherwise). The initial rate on your account for certain types of transactions may be an introductory discounted rate (introductory rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an introductory Rate applies to your account, the rates and the period of time it will be effective is shown on the Disclosure accompanying this agreement. After the introductory Rate period expires, the periodic rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this agreement.

Finance Charge — New purchases posted to your account during a billing cycle will not incur a finance charge for that billing cycle if you had a zero or credit balance at the beginning of that billing cycle, or you paid the entire new balance on the previous cycle's billing statement by the payment due date of that statement; otherwise, a finance charge will accrue from the date a purchase is posted to your account. To avoid an additional finance charge on the balance of purchases, you must pay the entire new balance on the billing statement by the payment due date of that statement. A finance charge begins to accrue on cash advances from the date you get the cash advance or from the first day of the billing cycle in which the cash advance is posted to your account, whichever is later (transaction date).

The finance charge is calculated separately for purchases and cash advances. For purchases, the finance charge is computed by applying the periodic rate to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances. Balance transfers are calculated in the same manner as purchases.

For cash advances, the finance charge is computed by applying the periodic rate to the average daily balance of cash advances. To calculate the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. We then add all of the daily balances of cash advances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

Balance Transfer Transactions — We may, in our sole discretion, make balance transfer offers to you or allow balance transfer transactions on your account in the future. We may in our sole discretion permit you to transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we may allow. If a portion of a requested balance transfer will exceed your available credit access line for balance transfers, we may process a partial balance transfer up to your available credit access line for balance transfers. No balance transfer will be processed for less than \$100 and we may, in our sole discretion, limit any allowed balance transfers so that they do not exceed the lesser \$1,500 or 75% of your credit limit.

Fees — In addition to the periodic rate, the following additional fees may be imposed on your account if applicable to your account, the fee amounts and explanations are disclosed on the Disclosure accompanying this agreement. Your account may also be subject to additional fees as set forth on the Disclosure accompanying this agreement. Applicable fees will be charged to your account.

- Annual fee — If your account is subject to an annual fee (as provided in the separate Disclosure accompanying this agreement), the fee will be charged to your account. The fee may be charged each year until your account is closed and paid in full.
- Cash Advance fee — For each cash advance, we add an additional Charge of 3% of the advanced amount but not less than \$5.00. This fee will be added to the cash

- advance balance. (The amount of the cash advance may include a surcharge that the owner of an ATM imposes). The cash transaction fee may vary periodically as disclosed in the Disclosure accompanying this agreement. The cash advance first appears to exceed the nominal annual percentage rate.
- Late payment fee — If you fail to make any payment when it is due, you will pay a late payment fee as specified in the Disclosure.
- Returned Payment fee. If any payment that you make is returned unpaid, you will pay a returned payment fee as specified in the Disclosure.
- Stop Payment for Balance Transfer/Convenience Check. If you ask us to stop payment on any balance transfer or convenience check, you will pay a stop payment fee as specified in the Disclosure.

Default — You will be in default if you fail to make any minimum payment by the due date and may be charged a late fee as provided in the Disclosure. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or if the value of our security interest materially declines. You will be in default if you fail to abide by this agreement or you make any false or misleading statements in any credit application or update of credit information. If you are in default, we have the right to suspend or terminate your credit line (See Credit Limit). We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees plus any fees incurred as a result of bankruptcy.

Penalty APR — A penalty APR as described in the Disclosure will be imposed for all balances if you are 60 or more days late in making a payment. Your non-penalty rate may be re-established if you make subsequent on-time payments for six (6) consecutive months.

Variable Rates — One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in the Wall Street Journal. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of the Wall Street Journal. The Prime Rate is merely a pricing index. It is not the lowest or the best interest rate available to a borrower at any particular bank at any given time. If the Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "Business day" is any day that is not a weekend or federal holiday. The Rates and Fees table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above. If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

Using the Card — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at

the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you provide to request. If you wish to pay for goods or services over the Internet, you may be required to provide a certain number security information before you will be permitted to complete the transaction. If you are permitted to obtain cash advances on your account, we may, from time to time, issue convenience checks to you that may be drawn on your account. Convenience checks may not be used to make a payment on your account balance. If you use a convenience check, it will be posted to your account as a cash advance. We reserve the right to refuse to pay a convenience check drawn on your account for any reason and such refusal shall not constitute wrongful dishonor.

You may request we stop the payment of a convenience check drawn on your account. You agree to pay any fee imposed to stop a payment on a convenience check issued on your account (see Fees above). You may make a stop payment request orally, if permitted, or in writing. Your request must be made with sufficient time in advance of the presentation of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact account number, the payee, any check number that may be applicable, and the exact amount of the check. If permitted, you may make a stop payment request orally but such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action. You agree to indemnify and hold us harmless from all costs and expenses, including attorneys' fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

Illegal Transactions Prohibited — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local laws, **Terms and Adjustments** — Merchants and others who honor the card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1,000 or more, refund it on your written request or automatically within six months.

Foreign Transactions — Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date in each instance. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete as a merchant customer or your card outside of the U.S., with exceptions of U.S. military bases, U.S. territories, U.S. embassies and U.S. consulates.

Plan Merchant Disputes — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and disputes (other than tort claims) arising out of goods or services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (b) your purchase was made in response to an advertisement we sent or participated in sending you, or (d) your purchase cost more

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Certified Mail Fee

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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

\$

Sent To

Rodrick Livingston

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

Postmark
Here

LEVINGSTON, RODRI Loan 90: C/O VISA PLATINUM REWARDS

..01/29/2024

A payment of **\$22,487.57** is required to pay off this loan on **01/29/24**.

Purchase Principal 1:	19,904.32
Cash Adv Principal 1:	0.00
Bal Xfr Principal 1:	0.00
Fee Principal:	225.00
Total Payoff Principal:	20,129.32
Interest Type:	Credit Card
Interest Rate 1:	0.000
Unpaid Purchase Interest:	2,358.25
Unpaid Cash Adv Interest:	0.00
Unpaid Bal Xfr Interest:	0.00
Cutoff Purchase Interest:	0.00
Cutoff Cash Adv Interest:	0.00
Cutoff Cash Adv Trans Interest:	0.00
Cutoff Bal Xfr Interest:	0.00
Cutoff Bal Xfr Trans Interest:	0.00
Total Payoff Interest:	2,358.25
Due Date:	03/18/2023
Amount Past Due by Payoff Date:	4,755.00
Past Due Payment Count:	7
Late Charge Due:	0.00

Cause No. DC-24-03556

NASA FEDERAL CREDIT UNION

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IN THE DISTRICT COURT

VS.

191st JUDICIAL DISTRICT OF

RODRICK LEVINGSTON

DALLAS COUNTY, TEXAS

AFFIDAVIT OF KLAUS R. JOHNSON

STATE OF MARYLAND

§

§

COUNTY OF PRINCE GEORGES

§

BEFORE ME, the undersigned official, on this day personally appeared Klaus R. Johnson, known to me to be a credible person and who, after having been by me first duly sworn, on his oath deposed and stated the following:

1. My name is Klaus R. Johnson. I am over the age of eighteen (18) years, and I am qualified to make this affidavit. I have personal knowledge of the facts stated herein based upon the performance of my duties as Collections Coordinator for NASA Federal Credit Union ("NASA").

2. I am a custodian of records of NASA. Attached hereto as Exhibit "A-1" through "A-7" are records held by NASA. The said records are kept in the regular course of business, it is the regular course of business for a person with knowledge of the act, event, condition, opinion or diagnosis recorded, to make

the record or to transmit information thereof to be included in such record, and the records were made at or near the time or reasonably soon thereafter. The records attached hereto are the originals or exact duplicates of the originals. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity.

4. On or about December 7, 2015, Defendant Rodrick Levingston ("Defendant" or "Levingston") applied for and received funds for a revolving line of credit, whereby NASA gave Defendant a credit card with a maximum credit limit of \$20,000.00. A true and correct copy of the Application, along with all exhibits and attachments, is attached hereto and incorporated herein as Exhibit "A-1."

5. Pursuant to the credit terms (the "Credit Terms"), which Plaintiff sent to Defendant, Defendant accepted the Credit Terms by using the credit card. A true and correct copy of the Credit Terms, along with all exhibits and attachments, is attached hereto and incorporated herein as Exhibit "A-2." A true and correct copy of the Loan Summary is attached hereto and incorporated herein as Exhibit "A-3." A true and correct copy of the bank statements Plaintiff sent to Defendant from November of 2022 through February of 2023 and September of 2023 through December of 2023 are attached hereto and incorporated herein as Exhibit "A-4."

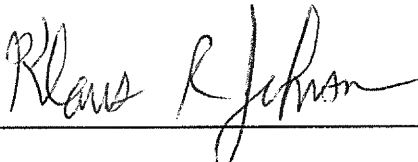
3. Defendant failed to pay the monthly payments due under the terms of the Loan Agreement. NASA has accelerated the maturity of the Loan Agreement in accordance with the terms of Loan Agreement and has declared the entire unpaid balance due and owing. A true and correct copy of the Notice of Acceleration sent by Plaintiff to Defendant on August 30, 2024, is attached and incorporated herein as Exhibit "A-5." NASA has made numerous demands upon Defendant for the past due payments under the Loan Agreement, but Defendant has failed and refused to pay said past due payments or any part thereof. A true and correct copy of the Demand Letter sent by Plaintiff to Defendant on January 31, 2024, is attached and incorporated herein as Exhibit "A-6."

4. After the allowance of all just and lawful offsets, payments and credits to Defendant's account, as of March 4, 2024, the balance thereon of \$22,487.57 is due, unpaid and owing. NASA now seeks recovery for this amount from Defendant based on the terms of its underlying agreement. A true and correct copy of the Payoff Statement is attached and incorporated herein as Exhibit "A-7."

5. All conditions precedent to NASA's right to recover judgment and attorney fees from Defendant have been performed or have occurred and all notices required have been given or have been waived.

Executed this the 31st day of JANUARY 2025.

NASA FEDERAL CREDIT UNION



By: KLAUS R JOHNSON

Its: COLLECTIONS COORDINATOR

SUBSCRIBED AND SWORN TO before me by the said KLAUS R JOHNSON on this the 31st day of JANUARY 2025, to certify which witness my hand and seal of office.



Notary Public In and For Said

County and State *Upper Marlboro, MD*

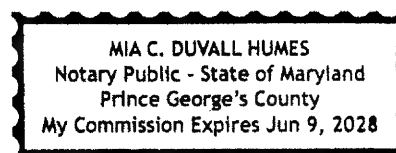


Exhibit B-1

EntryDate	User	Description	Quantity/Hours	Rate	Total	Class	Invoice
1/30/2024	SLV	Prepared demand letter. Prepared reg f notice. Prepared supporting petition.	0.70	160.00	112.00	Time	NASA Federal Credit Union - 175945
1/30/2024	MF	Reviewed and revised Demand Letter and Original Petition and returned to SLV for amendment and transmission.	0.40	375.00	150.00	Time	NASA Federal Credit Union - 175945
1/31/2024	SLV	Finalized demand letter. Coordinated the mail out of the same. Created event for response deadline.	0.30	160.00	48.00	Time	NASA Federal Credit Union - 175945
3/4/2024	SLV	Finalized petition and clerk letter requesting issuance of citation. Submitted to the court via e-file each of the same.	0.20	160.00	32.00	Time	NASA Federal Credit Union - 179558
3/4/2024	MF	Reviewed file for status of demand and conference w/ SLV regarding necessary filing suit. Analyzed incoming issued citation.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 179558
3/8/2024	SLV	Circulated email to Pronto requesting service of citation via process server.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 179558
3/19/2024	SLV	Analyzed incoming service update provided by Pronto.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 179558
3/20/2024	SLV	Analyzed incoming service update provided by Pronto.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 179558
3/27/2024	SLV	Analyzed incoming return of service. Submitted to the court via e-file the same.	0.20	160.00	32.00	Time	NASA Federal Credit Union - 179558
4/9/2024	SLV	Analyzed incoming answer filed by defendant. Exchanged emails with MF re same and next steps.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 181631
4/11/2024	MF	Reviewed Defendant filings and conference w/ JA regarding necessary discovery and next steps.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 181631
4/11/2024	MES	Prepared initial disclosures. Conferred with JA re the same.	0.50	160.00	80.00	Time	NASA Federal Credit Union - 181631
4/11/2024	JA	Review answer filed by debtor's attorney.	0.10	300.00	30.00	Time	NASA Federal Credit Union - 181631
4/11/2024	MES	Reviewed file and conferred with JA regarding next steps.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 181631
4/24/2024	JA	Draft request for production, request for admissions, and interrogatories.	0.60	300.00	180.00	Time	NASA Federal Credit Union - 181631
4/24/2024	JA	Review initial disclosures filed by debtor.	0.10	300.00	30.00	Time	NASA Federal Credit Union - 181631
4/24/2024	MF	Reviewed Initial Disclosures and Pre-Trial Disclosures and conference w/ JA regarding structure of necessary discovery.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 181631
4/25/2024	SLV	Obtained incoming pleadings filed by defendant and circulated to MF.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 181631
4/25/2024	MF	Reviewed and revised Discovery Requests and exchanged emails w/ JA regarding the same.	0.40	375.00	150.00	Time	NASA Federal Credit Union - 181631
4/26/2024	SLV	E-served plaintiff's Consolidated Discovery Requests.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 181631
4/29/2024	MF	Reviewed file for status of discovery and conference w/ JA regarding strategy moving forward.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 181631
5/7/2024	JA	Compile initial disclosures deadlines.	0.20	300.00	60.00	Time	NASA Federal Credit Union - 182684
5/7/2024	JA	[REDACTED]	0.20	300.00	60.00	Time	NASA Federal Credit Union - 182684
5/7/2024	MF	Reviewed Initial Disclosures and conference w/ JA regarding strategy moving forward for discovery.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 182684
5/7/2024	JA	Revise initial disclosures. Exchanged emails with JA regarding service of discovery. Submitted e-service of required initial disclosures.	0.10	300.00	30.00	Time	NASA Federal Credit Union - 182684
5/8/2024	SLV	Re-submitted via e-service the consolidated discovery requests.	0.30	160.00	48.00	Time	NASA Federal Credit Union - 182684
5/22/2024	MF	Reviewed discovery responses and conference w/ JA regarding necessary Motion to Compel.	0.40	375.00	150.00	Time	NASA Federal Credit Union - 182684
5/22/2024	JA	Review discovery responses filed by debtor's attorney.	0.20	300.00	60.00	Time	NASA Federal Credit Union - 182684
5/28/2024	AD	Drafted Motion to Compel	0.40	175.00	70.00	Time	NASA Federal Credit Union - 182684
5/29/2024	AD	Drafted Motion to Compel	1.90	175.00	332.50	Time	NASA Federal Credit Union - 182684
5/29/2024	AD	Pulled DL information for Livingston & checked deed records to confirm address for Motion to Compel	0.30	175.00	52.50	Time	NASA Federal Credit Union - 182684
6/14/2024	MF	Reviewed file for status of discovery and compel motion and conference w/ JA regarding the same.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 186059
7/17/2024	SLV	Exchanged emails with JA/MF re compel status.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 186886
7/29/2024	MF	Reviewed file for status of discovery and conference w/ JA regarding structure of necessary Motion to Compel.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 186886
8/12/2024	MF	Reviewed file for status of Motion to Compel and conference w/ JA regarding the same.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 190656
8/14/2024	JA	Draft arguments that each interrogatory was not answered in accordance with the Texas Rules of civil procedure.	1.30	300.00	390.00	Time	NASA Federal Credit Union - 190656
8/14/2024	JA	Draft arguments that the request for production are verifiably wrong.	0.70	300.00	210.00	Time	NASA Federal Credit Union - 190656
8/15/2024	JA	Draft fact s section of motion to compel.	1.10	300.00	330.00	Time	NASA Federal Credit Union - 190656
8/16/2024	JA	Draft argument for motion for sanctions.	0.70	300.00	210.00	Time	NASA Federal Credit Union - 190656
8/16/2024	MF	Reviewed frivolous discovery responses and conference w/ JA regarding Motion to Compel.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 190656
8/16/2024	JA	Draft proposed order granting motion to compel.	0.20	300.00	60.00	Time	NASA Federal Credit Union - 190656
8/28/2024	MF	Reviewed and revised Motion to Compel and conference w/ JA regarding strategy moving forward.	0.60	375.00	225.00	Time	NASA Federal Credit Union - 190656
8/28/2024	JA	Email motion to compel to oc.	0.10	300.00	30.00	Time	NASA Federal Credit Union - 190656
8/30/2024	MF	Reviewed correspondence regarding Motion to Compel and conference w/ JA regarding strategy moving forward.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 190656
9/3/2024	MF	Reviewed Notice of Trial Setting and conference w/ JA regarding pending discovery dispute.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 193046
9/3/2024	JA	Finalize Motion to compel for filing.	0.50	300.00	150.00	Time	NASA Federal Credit Union - 193046
9/4/2024	SLV	Submitted to the court via e-file the compel pleadings.	0.20	160.00	32.00	Time	NASA Federal Credit Union - 193046
9/11/2024	JA	Phone call with court rescheduling hearing due to OC's vacation schedule. Corresponded via phone call with court clerk to set compel hearing. Conferred with JA re change in hearing date. Prepared the notice of hearing.	0.10	300.00	30.00	Time	NASA Federal Credit Union - 193046
9/11/2024	SLV	Submitted to the court via e-file the notice. Created event reminder with hearing details.	0.40	160.00	64.00	Time	NASA Federal Credit Union - 193046
10/16/2024	SLV	Conferred with JA re upcoming hearing attendance. Updated calendar hearing event.	0.10	160.00	16.00	Time	NASA Federal Credit Union - 194991
10/21/2024	OB	Conference with MF regarding discovery strategy.	0.10	325.00	32.50	Time	NASA Federal Credit Union - 194991
10/21/2024	MF	Detailed review and analysis of all discovery and facts and conference w/ OB regarding the same.	0.60	375.00	225.00	Time	NASA Federal Credit Union - 194991
10/23/2024	MF	Reviewed file and conference w/ SLV regarding passed hearing.	0.20	375.00	75.00	Time	NASA Federal Credit Union - 194991
10/23/2024	SLV	Corresponded via phone call with court clerk to pass compel hearing. Circulated email to OC informing of cancellation.	0.20	160.00	32.00	Time	NASA Federal Credit Union - 194991
1/13/2025	MF	Reviewed file and conference w/ JA regarding Motion for Summary Judgment and next steps.	0.20	425.00	85.00	Time	
1/21/2025	JA	Compile and redact exhibits for motion for summary judgment.	0.40	325.00	130.00	Time	
1/21/2025	JA	Draft motion for summary judgment.	0.50	325.00	162.50	Time	
1/21/2025	JA	Draft affidavit in support of MSJ.	0.20	325.00	65.00	Time	
1/23/2025	JA	Draft attorney fee affidavit for motion for summary judgment.	0.10	325.00	32.50	Time	
1/23/2025	JA	Draft order granting default judgment.	0.10	325.00	32.50	Time	
1/24/2025	MF	Reviewed and revised Motion for Summary Judgment and returned to JA for amendment and filing.	0.40	425.00	170.00	Time	

1/24/2025	JA	Incorporate MF's revisions to attorney fee affidavit for motion for summary judgment.	0.20	325.00	65.00	Time	
1/27/2025	JA	Email affidavit to client for motion for summary judgment.	0.10	325.00	32.50	Time	
1/31/2025	JA	Create Billing entries exhibit.	0.00	325.00	0.00	Time	
3/15/2024	AT	Filing Fee	1.00	358.00	358.00	Expense	NASA Federal Credit Union - 179558
3/22/2024	AT	Service Fee	1.00	125.00	125.00	Expense	NASA Federal Credit Union - 179558
			Total: 19.80		6,029.50		

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Sara Verrett on behalf of Jessica Alt

Bar No. 24127981

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Envelope ID: 96912204

Filing Code Description: Motion - Summary Judgment

Filing Description:

Status as of 2/3/2025 3:33 PM CST

Case Contacts

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