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## 9. DIPLOMATIC STATUS OF DEFENDANT

## AMENDMENT TO MOTION:

BASED ON (1) THROUGH (9), WHICH INCLUDE LAW AND EVIDENCE, DEFENDANT REQUESTS AMENDMENT TO MOTION TO INCLUDE DISMISSAL WITH PREJUDICE TO THE PLAINTIFF.

2024 MAR 28 PM 2:34  
JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS  
BY \_\_\_\_\_ CLERK

FILED

CAUSE NO: 01-FC-24-00307

LVNV FUNDING, LLC., PLAINTIFF	§	IN THE JUSTICE COURT
	§	
VS.	§	PRECINCT 1, PLACE 1
	§	
BENJAMIN YOUNG, DEFENDANT	§	COLLIN COUNTY, TEXAS

**DEFENDANT'S ANSWER AND MOTION TO DISMISS**

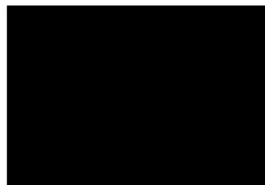
Defendant, Benjamin Young, files this Answer and Motion to Dismiss and will show the Court as follows:

I. General Denial

Defendant generally denies each and every allegation in plaintiff's Petition and requests the Court to require Plaintiff to prove its case by competent proof and evidence as required by law.

II. Affirmative and Other Defenses

1. Plaintiff's claims and allegations are barred by the doctrine of laches, because of unreasonable delay, which has caused undue prejudice to the defendant.
2. Plaintiff is not entitled to recovery to the extent that the applicable statute of limitations has expired.
3. Plaintiff is equitably estopped from obtaining the relief sought by this lawsuit.
4. Plaintiff failed to mitigate damages.
5. Any alleged debt to Plaintiff has been fully paid and satisfied by payment that was tendered to the plaintiff.



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 JUSTICE COURT ONE  
 COLLIN COUNTY, TEXAS  
 CLERK

FILED

6. Defendant denies existence of a contract between the parties and requests that the Court should require Plaintiff to produce and submit any alleged contract to the Court.

7. There is no contract between the plaintiff and defendant to support the claims in this lawsuit and plaintiff cannot provide the court with any contract.

8. To the extent that any contract exists between the parties, such contract has been fully satisfied because full payment was tendered to plaintiff by defendant.

9. Defendant reserves the right to add other affirmative defenses.

#### **MOTION TO DISMISS**

By this Motion, the Defendant contends that the Plaintiff's claims and its entire lawsuit should be dismissed with prejudice, because to the extent that there was any debt owed by the Defendant as valid basis for this lawsuit, Defendant had previously tendered full payments for the alleged debts. Therefore, defendant is no longer liable on such debts.

Such debts, if any, were fully paid and satisfied when defendant tendered to the creditor International Bill Of Exchange issued by Fides Gestión Financiera (FIDES) as full and final payment. To the extent that Plaintiff rejected and refused to accept tendered IBOE as full and final payment, without legal reason or justification, plaintiff is forever barred from seeking to recover on the alleged debts.

Pursuant to Section 372 of Title 12 of the Code of Federal Regulations (CFR), banks are supposed to "accept drafts or bills of exchange" for payment in satisfaction of debt. If the Plaintiff had accepted, and not unjustifiably rejected the International Bills of Exchange that were tendered as full payments, settlement of the IBOEs would have been accomplished through MT 103 based on funds held at Fides Gestión Financiera (FIDES).


Alternatively, at the Plaintiff's choice, the IBOEs could have been settled through ledger to ledger transfers or through a commerce-based transaction based funds held on deposit at FIDES. Because Defendant had tendered IBOEs as full payment, Plaintiff now stands without right to prosecute these claims and this lawsuit.

IV

WHEREFORE, the Defendant requests that the Court denies Plaintiff's claims and dismisses this lawsuit with prejudice. The Defendant also requests that the Court grants all fees, costs of suit, and other just relief against the Plaintiff.

Respectfully submitted,


By

  
Benjamin Young, Defendant  
Address: 2206 Bennington Dr.  
Melissa, TX 75454  
Phone: 281-680-6568

Certificate of Service

I certify that on MARCH 1 2024, gave notice of the foregoing motion to the Plaintiff's counsel by emailing the motion to the said counsel.

By:

  
Benjamin Young

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

1. LITERATURE ON DOCTRINE OF LACHES

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JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

## LEGAL DICTIONARY

[Doctrine of Laches - Definition, Examples, Cases, Processes \(legaldictionary.net\)](#)

### DOCTRINE OF LACHES

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September 7, 2015 by: [Content Team](#)

The doctrine of laches is a legal defense that may be claimed in a civil matter, which asserts that there has been an unreasonable delay in pursuing the claim (filing the lawsuit), which has prejudiced the [defendant](#), or prevents him from putting on a defense. The doctrine of laches is an [equitable](#) defense that seeks to prevent a party from ambushing someone else by failing to make a legal claim in a timely manner. Because it is an equitable remedy, laches is a form of [estoppel](#). To explore this concept, consider the following doctrine of laches definition.

#### Definition of Laches

**Pronounced** *la-ches* (like "latches")

#### Noun

1. Undue delay in asserting a legal right or privilege.
2. Failure to bring a legal claim in the proper, or a reasonable, time.

#### Origin

1325-1375 Middle English *lachesse*

#### Purpose of the Doctrine of Laches

The doctrine of laches is based on the adage that "equity aids the vigilant and not those who sleep on their rights." In many situations, a delay in filing a lawsuit has the effect of preventing the opposing party from putting on a fair defense. This is because witnesses go their ways, [evidence](#) disappears, and memories falter. If a [plaintiff](#) has knowledge of a problem that might be the subject of a legal dispute, but puts off asserting his claim for an unreasonable amount of time, he may be barred from recovering on his claim at all.

#### For example:

Lisa has a legitimate claim of [sexual harassment](#) against her college history professor, but she waits six years to file a lawsuit. During that time, the professor has moved to teach in another state, other students who may have been witnesses have scattered to go on with their lives, and the school's administration has even seen major changes.

Both the professor and the college administration may claim the doctrine of laches in their affirmative defenses to the lawsuit. This essentially tells the court that, because Lisa allowed too much time to pass without filing a claim, they have been put in an unfair position, as it will be extremely difficult to put on a defense this many years after the alleged incident. If the defendants can convince the judge that they are unable to find witnesses and evidence to defend their positions, he may dismiss the case based on the doctrine of laches.

### **Difference Between Laches and Statute of Limitations**

While the doctrine of laches appears, on its surface, to be the same as a statute of limitations, the two are different in a number of ways. A statute of limitations is a definitive time limit set by law in which an individual may make a legal claim, or a prosecutor may file criminal charges.

#### **For example:**

The statute of limitations in Arkansas for rape is six years. Seven years after being raped at a college party, Stephanie reports the crime to the district attorney, asking that charges be filed against her rapist. Because the crime occurred after the six-year time limit, no criminal charges can be filed against Stephanie's attacker.

While the purpose of both laches and statutes of limitations is to ensure legal claims are brought in a reasonable time period, so that evidence and reliable witnesses can easily be found, statutes of limitations are only concerned with whether the statutory time period has lapsed. The doctrine of laches, however, is most concerned with the reasonableness of a delay in filing a legal action. This means that laches is case-specific, relying on the judge's determination of whether a plaintiff simply waited so long that the defendant cannot put on a reasonable defense.

#### **For example:**

When Steven buys the property next door to Harold, he hires a contractor to begin construction of a new house. Harold is pretty sure the attached garage is on his property line, but he doesn't say anything. Four years later, Harold has a disagreement with Steven, and decides to pull out his original survey documents

December 27, 2011. The candidates claimed that the state's statutory restrictions on who is allowed to collect signatures was unconstitutional.

The federal district court dismissed the candidates' claim on the basis of laches, denying their request for relief. The court pointed out that, rather than filing the claim as soon as the problem was discovered in the summer of 2011, they waited until after the deadline for submitting petition signatures had passed.

The court concluded that the candidates' delay in bringing the action "displayed an unreasonable and inexcusable lack of diligence" on their part, which "has significantly harmed the defendants." The court specifically concluded that the delay in filing the suit had harmed the election board by turning its normally orderly schedule for printing and mailing ballots "into a chaotic attempt to get absentee ballots out on time."

### **Related Legal Terms and Issues**

- **Affirmative Defense** – The introduction of evidence in a trial that would negate, or "cancel out," the defendant's civil or criminal legal responsibility for the alleged act.
- **Civil Lawsuit** – A lawsuit brought about in court when one person claims to have suffered a loss due to the actions of another person.
- **Damages** – A monetary award in compensation for a financial loss, loss of or damage to personal or real property, or an injury.
- **Defendant** – A party against whom a lawsuit has been filed in civil court, or who has been accused of, or charged with, a crime or offense.
- **Equitable Remedy** – An action ordered by the court for a party to complete his duties under a contract. This is most often used when an award of money damages cannot sufficiently rectify the damages.
- **Estoppel** – A legal principle that prevents, or "stops," someone from asserting a fact that is contradictory to an already established truth.
- **Plaintiff** – A person who brings a legal action against another person or entity, such as in a civil lawsuit, or criminal proceedings.



MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

2. STATUTE OF LIMITATIONS

As shown in the attached copy of the payment submittal, the date was September 3, 2020

As evidenced by the attached copy of the rejection letter, the payment was received before September 17, 2020

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JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

Issue Date: SEPTEMBER 3, 2020  
At: Monterrey, N.L., Mexico

\$ 1,421.81 USD

Maturity Date: SEPTEMBER 3, 2020  
Serial Number: 2020-IBOE-0021

**INTERNATIONAL BILL OF EXCHANGE**  
ISSUED AS PER UNCITRAL CONVENTION

Amount: One Thousand Four Hundred Twenty One and Eighty One Cents (\$1,421.81) USD

Issued by (ISSUER): FIDES GESTIÓN FINANCIERA SA DE CV (hereinafter "FIDES")

Pay to the order of (BENEFICIARY): SYNCHRONYMC/SYNCB

For the purpose of: providing payment to SYNCHRONY MASTER CARD ACCOUNT 5243 6310 2425 0860.

Assignment: The BENEFICIARY or any subsequent Holder hereof may assign all rights, title and interest in, to and under this International Bill of Exchange, by so notifying the ISSUER via email sent to [jreyna@fides.com.mx](mailto:jreyna@fides.com.mx) and requesting that a new document be issued with the name of new Holder replacing the BENEFICIARY hereof; a publication/processing fee may apply; after such notification instructions for request verification shall be provided to the email sender.

Collateral: \$1,421.81 USD held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account 10160002 within FIDES.

Jurisdiction: This INTERNATIONAL BILL OF EXCHANGE has been issued per and is governed by the laws of Monterrey NL, México.

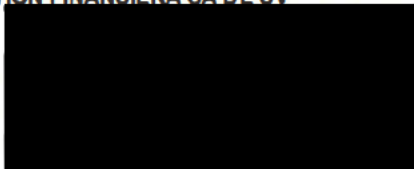
Electronic Document Copy: An electronic copy of this document, with all signatures and seals affixed thereto, published in [www.businesscannons.net](http://www.businesscannons.net) and copied there from, has the same validity and force of law as an original signed and sealed document.

PAYMENT: Payment of this INTERNATIONAL BILL OF EXCHANGE will be made by the Beneficiary designating or opening an account (hereinafter "BENEFICIARY'S ACCOUNT") with FIDES and requesting that the funds held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account 10160002 be transferred to the BENEFICIARY'S ACCOUNT. Payment to be disbursed as per Addendum 1 (See attached).

PLACE OF PAYMENT: This INTERNATIONAL BILL OF EXCHANGE shall be paid, as indicated in PAYMENT, upon presentation at the offices of FIDES located at Enrique Granados 208, Colinas de San Jerónimo, Monterrey NL, 64630; alternatively, with the Beneficiary paying transfer fees that may be levied by ISSUER and/or by others; payment shall be transferred by ISSUER to account coordinates that the Beneficiary may specify in writing via courier delivered to offices of ISSUER or, after verification as ISSUER may determine, by sending an email request to [jreyna@fides.com.mx](mailto:jreyna@fides.com.mx)

USE OF FUNDS IN BENEFICIARY'S ACCOUNT: Subject to approval by FIDES, the Beneficiary may transfer the funds ledger to ledger internally; and/or, may execute a JOINT VENTURE AGREEMENT with FIDES for the funds to be used in non-depletion non-risk transactions by INDEPENDENT CONTRACTORS to obtain profits that may be transferred to other coordinates; and/or, may arrange the use, in non-depletion non-risk transactions, by INDEPENDENT CONTRACTORS, of much greater value funds contracted with FIDES by other parties, to obtain profits, which may be exchanged for funds held in the BENEFICIARY'S ACCOUNT and transferred to other coordinates.

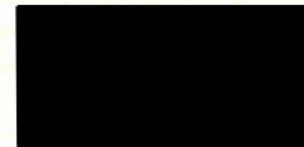
ISSUER: FIDES GESTIÓN FINANCIERA SA DE CV



Javier Reyna Lara  
President



PAGE 1 OF 1



Jesús E. Ibarra Garza  
CEO



PO Box 965030  
Orlando, FL 32896-5030

September 17, 2020

Benjamin W Young  
2206 Bennington Dr  
Melissa, TX 75454

RE: Synchrony® Mastercard® Account Ending In 0860

Dear Benjamin W Young:

On behalf of Synchrony Bank, I am responding to your inquiry. I appreciate you bringing this matter to my attention.

We reject your attempt to avoid your debt. Synchrony Bank does not accept promissory notes/International Bill of Exchange as a form of payment. We are not obligated by any law to do so. Synchrony Bank requires payment to be made by check, money order, over the telephone, or online. You may also pay by United States currency. Please note however, that if your payment is lost in delivery, you will bear the loss. The accountholder is responsible for paying the account pursuant to the terms and conditions of the account and billing statements.

You incurred a debt of \$1,535.03 for goods and services on the above listed Synchrony Mastercard® account for goods and services. This debt is valid and is due and owing. Your current minimum payment due by September 12, 2020 is \$137.00. This includes a \$48.00 that is 57 days past due.


In order to best suit customer needs, Synchrony Bank offers a variety of payment options:

- Free of charge, use our automated telephone system, 1-844-406-7427 or online bill pay [www.credit.syf.com/service](http://www.credit.syf.com/service)
- For a monetary fee, process expedited payments through a customer service representative at 1-844-406-7427
- Mail payment to Synchrony Bank, PO Box 530939, Atlanta, GA 30353

If sending payments via the U.S. Postal Service, please allow at least seven to ten business days for mailing time.

Thank you for the opportunity to respond to your concerns. If you have additional questions regarding this matter, contact me at the address shown above. I welcome the opportunity to assist you.

Sincerely,

  
Amber Clark  
Corporate Specialist

2009091690374

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

3. LITERATURE ON EQUITABLE ESTOPPEL

[Types Of Estoppel are Equitable, Judicial, Collateral Estoppel \(brienrochelaw.com\)](http://brienrochelaw.com)

### Types of Estoppel-Equitable Estoppel

The basic elements of equitable estoppel, which must be proven by clear and convincing evidence, are:

- False representation or concealment of material facts.
- This is done with knowledge.
- Other party is ignorant of the truth.
- The representation is made with the intent that the other party act on it.
- The other party in fact does act on it to his loss. *Boykins Corp. v. Welden, Inc.*, 221 Va. 81, 266 S.E.2d 887 (1980)

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

4. LITERATURE ON MITIGATION OF DAMAGES

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COLLIN COUNTY, TEXAS

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## mitigation of damages

### Primary tabs

The mitigation of damages doctrine, also known as the doctrine of avoidable consequences, prevents an injured party from recovering damages that could have been avoided through reasonable efforts.

The duty to mitigate damages is most traditionally employed in the areas of tort and contract law. In a breach of contract case, upon receiving notice that one party to a contract does not intend to perform, the other party is required to mitigate damages, meaning that it must take reasonable efforts to avoid further losses from the breach. The duty to mitigate damages was famously illustrated in contract law in Luten Bridge Co. vs. Rockingham County where Rockingham County hired Luten Bridge Co. to construct a bridge. Thereafter, the County voted not to continue with the construction of the bridge and informed Luten to cease construction of the bridge. However, Luten continued construction, then filed suit seeking damages for the county's breach of contract. The court held that Luten had a duty to stop construction and that a contractor cannot continue to work on a project and increase the damages stemming from the breach of contract.

Mitigation of damages has also been invoked in the field of property law. For example, if a tenant abandons their lease, a landlord has duty to mitigate damages caused by the breaching tenant. In this case, the mitigation of damages doctrine imposes a duty on the landlord to try to find a new tenant and re-rent their property.

[Last updated in June of 2020 by the [Wex Definitions Team](#)]

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

5. UNCITRAL COMMISSION MEMBERSHIP OF HONDURAS

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COLLIN COUNTY, TEXAS

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# Origin, Mandate and Composition of UNCITRAL

## Origin

The United Nations Commission on International Trade Law (UNCITRAL) was established by the General Assembly in 1966 ([Resolution 2205\(XXI\)](#) of 17 December 1966). In establishing the Commission, the General Assembly recognized that disparities in national laws governing international trade created obstacles to the flow of trade, and it regarded the Commission as the vehicle by which the United Nations could play a more active role in reducing or removing these obstacles.

[Archival documents predating the establishment of UNCITRAL](#)

## Mandate

The General Assembly gave the Commission the general mandate to further the progressive harmonization and unification of the law of international trade. The Commission has since come to be the core legal body of the United Nations system in the field of international trade law.

## Composition

The Commission is composed of seventy Member States elected by the General Assembly. Membership is structured so as to be representative of the world's various geographic regions and its principal economic and legal systems. Members of the Commission are elected for terms of six years, the terms of half the members expiring every three years.

As from 27 June 2022, the members of UNCITRAL, and the years when their memberships expire, are:

Country	Year
Afghanistan	2028
Algeria	2025
Argentina	2028
Armenia	2028
Australia	2028
Austria	2028
Belarus	2028
Belgium	2025
Brazil	2028

Bulgaria	2028
Cameroon	2025
Canada	2025
Chile	2028
China	2025
Colombia	2028
Côte d'Ivoire	2025
Croatia	2025
Czechia	2028
Democratic Republic of Congo	2028
Dominican Republic	2025
Ecuador	2025
Finland	2025
France	2025
Germany	2025
Ghana	2025
Greece	2028
Honduras	2025
Hungary	2025
India	2028
Indonesia	2025
Iran (Islamic Republic of)	2028
Iraq	2028
Israel	2028
Italy	2028
Japan	2025
Kenya	2028
Kuwait	2028
Malawi	2028
Malaysia	2025
Mali	2025
Mauritius	2028
Mexico	2025
Morocco	2028
Nigeria	2028
Panama	2028
Peru	2025
Poland	2028
Republic of Korea	2025
Russian Federation	2025
Saudi Arabia	2028
Singapore	2025
Somalia	2028
South Africa	2025

Spain	2028
Switzerland	2025
Thailand	2028
Türkiye	2028
Turkmenistan	2028
Uganda	2028
Ukraine	2025
United Kingdom of Great Britain and Northern Ireland	2025
United States of America	2028
Venezuela (Bolivarian Republic of)	2028
Viet Nam	2025
Zimbabwe	2025

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

5A- HONDURAS VALIDATION OF FIDES GESTION  
FINANCIERA, S.A.P.I. DE C.V.

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COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

**OFICIO No. 455-EHMX/2022**  
**Pág. 1/2**

Ciudad de México, 13 de julio de 2022.

Señor Secretario de Estado por Ley:

Tengo el honor de dirigirme a Usted, en ocasión de dar respuesta a su Oficio N° 141-DSS-ACM-2022 de fecha 06 de julio de 2022, suscrito en su condición de Secretario de Estado por Ley, a través del cual solicita a esta Representación Diplomática pueda brindar un informe validando la existencia y legalidad de la sociedad FIDES, para sustentar la oferta realizada al nuevo gobierno, con recursos financieros de alto nivel.

Sobre el particular tengo a bien informar a su autoridad, que después de realizar las consultas y búsquedas electrónicas registrales al Registro Público de Comercio de la Ciudad de Monterrey, Estado de Nuevo de Leon, Estados Unidos Mexicanos, se pudo corroborar la **existencia legal** de la sociedad denominada actualmente **"FIDES GESTIÓN FINANCIERA SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE"** o su abreviatura **"FIDES GESTIÓN FINANCIERA" S.A.P.I. DE C.V.**; sociedad que tiene la siguientes características:

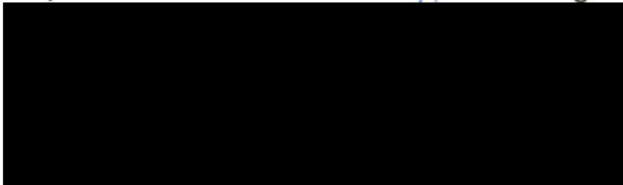
1. Antecedente Registral: **V429LI3002**
2. Folio Mercantil Electrónico: **61348**
3. Duración de la sociedad: **Indefinida**
4. Domicilio social: **Monterrey, Nuevo León**
5. Nacionalidad: **Mexicana**
6. Estatus FME: **Abierto**
7. Giro: **Comercio**
8. Entidad Federativa: **Nuevo León**
9. Municipio: **Monterrey**
10. Oficina Principal: **Monterrey**
11. Fecha de Inscripción: **21/10/1997**
12. Giro u objeto de la sociedad: **El otorgamiento de crédito, así como la celebración de arrendamiento financiero y factoraje financiero en forma habitual y profesional. 2.- Construcción administración, desarrollo comercialización, compra, venta, adquisición, diseño, planeación, integración, promoción, comercialización de toda clase de fraccionamientos urbanos, sub-urbanos, rústicos y de carácter turístico, con fines de comerciales, domésticos, industriales y de recreación, descanso y esparcimiento. Elaboración y desarrollo de todo tipo de proyectos de urbanización, administración, asesoría y dirección de toda clase de restaurantes, bares, paradores y sitios de descanso en general. (Ver anexos a donde se indica la totalidad del objeto de la sociedad).**

**OFICIO No. 455-EHMX/2022**

**Pág. 2/2**

Por lo anterior; y siendo el Registro Público de Comercio, a cargo de la Secretaría de Economía, la institución que se encarga de brindar seguridad y certeza jurídica, a través de la publicidad de los actos jurídicos mercantiles relacionados con los comerciantes y que, conforme a la ley, lo requieran para surtir efectos contra terceros, se adjunta a la presente comunicación; información (tracto sucesivo de la sociedad) que se desprende del Registro Público antes indicado, a efecto que sirva de sustento a la busqueda registral practicada.

Aprovecho la oportunidad para renovar las muestras de mi distinguida consideración.

  
David Eduardo Hernández  
Ministro Consejero/Encargado de Negocios a.i.

**Señor Embajador  
Abogado Carlos Antonio García  
Secretario de Estado por Ley  
Secretaría de Relaciones Exteriores y Cooperación Internacional  
Tegucigalpa M.D.C., Honduras**



MOTION TO DISMISS  
CASE NO. 01-FC-24-00307  
AFFIRMATIVE AND OTHER DEFENSES  
5B- INITIAL DEBT PAYMENT

FILED

2024 MAR 28 PM 2:35

JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

Issue Date: SEPTEMBER 3, 2020  
At: Monterrey, N.L., Mexico

\$ 1,421.81 USD

Maturity Date: SEPTEMBER 3, 2020  
Serial Number: 2020-IBOE-0021

**INTERNATIONAL BILL OF EXCHANGE**  
ISSUED AS PER UNCITRAL CONVENTION

Amount: One Thousand Four Hundred Twenty One and Eighty One Cents (\$1,421.81) USD

**Issued by (ISSUER):** FIDES GESTIÓN FINANCIERA SA DE CV (hereinafter "FIDES")

**Pay to the order of (BENEFICIARY):** SYNCHRONYMC/SYNCB

**For the purpose of:** providing payment to SYNCHRONY MASTER CARD ACCOUNT 5243 6310 2425 0860.

**Assignment:** The BENEFICIARY or any subsequent Holder hereof may assign all rights, title and interest in, to and under this International Bill of Exchange, by so notifying the ISSUER via email sent to [jreyna@fides.com.mx](mailto:jreyna@fides.com.mx) and requesting that a new document be issued with the name of new Holder replacing the BENEFICIARY hereof; a publication/processing fee may apply; after such notification instructions for request verification shall be provided to the email sender.

**Collateral:** \$1,421.81 USD held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account 10160002 within FIDES.

**Jurisdiction:** This INTERNATIONAL BILL OF EXCHANGE has been issued per and is governed by the laws of Monterrey NL, México.

**Electronic Document Copy:** An electronic copy of this document, with all signatures and seals affixed thereto, published in [www.businessscannons.net](http://www.businessscannons.net) and copied there from, has the same validity and force of law as an original signed and sealed document.

**PAYMENT:** Payment of this INTERNATIONAL BILL OF EXCHANGE will be made by the Beneficiary designating or opening an account (hereinafter "BENEFICIARY'S ACCOUNT") with FIDES and requesting that the funds held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account 10160002 be transferred to the BENEFICIARY'S ACCOUNT. Payment to be disbursed as per Addendum 1 (See attached).

**PLACE OF PAYMENT:** This INTERNATIONAL BILL OF EXCHANGE shall be paid, as indicated in PAYMENT, upon presentation at the offices of FIDES located at Enrique Granados 208, Colinas de San Jerónimo, Monterrey NL, 64630; alternatively, with the Beneficiary paying transfer fees that may be levied by ISSUER and/or by others, payment shall be transferred by ISSUER to account coordinates that the Beneficiary may specify in writing via courier delivered to offices of ISSUER or, after verification as ISSUER may determine, by sending an email request to [jreyna@fides.com.mx](mailto:jreyna@fides.com.mx)

**USE OF FUNDS IN BENEFICIARY'S ACCOUNT:** Subject to approval by FIDES, the Beneficiary may transfer the funds ledger to ledger internally; and/or, may execute a JOINT VENTURE AGREEMENT with FIDES for the funds to be used in non-depletion non-risk transactions by INDEPENDENT CONTRACTORS to obtain profits that may be transferred to other coordinates; and/or, may arrange the use, in non-depletion non-risk transactions, by INDEPENDENT CONTRACTORS, of much greater value funds contracted with FIDES by other parties, to obtain profits, which may be exchanged for funds held in the BENEFICIARY'S ACCOUNT and transferred to other coordinates.

ISSUER: FIDES GESTIÓN FINANCIERA SA DE CV



Javier Reyna Lara  
President



PAGE 1 OF 1



Jesús E. Ibarra Garza  
CEO



MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

5C- DEBT PAYMENT REJECTED

FILED

2024 MAR 28 PM 2:35

JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK



PO Box 965030  
Orlando, FL 32896-5030

September 17, 2020

Benjamin W Young  
2206 Bennington Dr  
Melissa, TX 75454

RE: Synchrony® Mastercard® Account Ending In 0860

Dear Benjamin W Young:

On behalf of Synchrony Bank, I am responding to your inquiry. I appreciate you bringing this matter to my attention.

We reject your attempt to avoid your debt. Synchrony Bank does not accept promissory notes/International Bill of Exchange as a form of payment. We are not obligated by any law to do so. Synchrony Bank requires payment to be made by check, money order, over the telephone, or online. You may also pay by United States currency. Please note however, that if your payment is lost in delivery, you will bear the loss. The accountholder is responsible for paying the account pursuant to the terms and conditions of the account and billing statements.

You incurred a debt of \$1,535.03 for goods and services on the above listed Synchrony Mastercard® account for goods and services. This debt is valid and is due and owing. Your current minimum payment due by September 12, 2020 is \$137.00. This includes a \$48.00 that is 57 days past due.


In order to best suit customer needs, Synchrony Bank offers a variety of payment options:

- Free of charge, use our automated telephone system, 1-844-406-7427 or online bill pay [www.credit.syf.com/service](http://www.credit.syf.com/service)
- For a monetary fee, process expedited payments through a customer service representative at 1-844-406-7427
- Mail payment to Synchrony Bank, PO Box 530939, Atlanta, GA 30353

If sending payments via the U.S. Postal Service, please allow at least seven to ten business days for mailing time.

Thank you for the opportunity to respond to your concerns. If you have additional questions regarding this matter, contact me at the address shown above. I welcome the opportunity to assist you.

Sincerely,

  
Amber Clark  
Corporate Specialist

2009091690374

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

5D- DEBT PAYMENT RESUBMITTED

FILED

2024 MAR 28 PM 2:35

JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

**Texas Limited Power of Attorney**

BE IT ACKNOWLEDGED that I, Benjamin W. Young Jr., of 2206 Bennington Dr., Melissa, TX 75454, the undersigned, do hereby grant a limited and specific power of attorney to Michael Charles Bynane, of 77 Sugar Creek Blvd., Suite 600 Sugar Land, TX 77478, Phone (832) 548-4975 as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

To speak on my behalf and discuss all aspects regarding Synchrony Bank card account No. 5243 6310 2425 0860

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

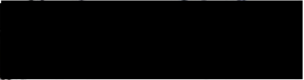
This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 15th day of December, 2020.

  
\_\_\_\_\_  
Signature

State of Texas  
County of Collin

This document was acknowledged before me on 12-15-2020 (Date), by Benjamin W. Young Jr.  
\_\_\_\_\_  
(Name of Principal).

Signature of Notary   
My commission expires 12-22-2022



\$ 1,421.81

**INTERNATIONAL BILL OF EXCHANGE**  
ISSUED AS PER UNCITRAL CONVENTION

**Amount: One Thousand Four Hundred Twenty One and Eighty One Cents (\$1,421.81) USD**

**Issued by (ISSUER): FIDES GESTIÓN FINANCIERA SAPI DE CV (hereinafter "FIDES")**

**Pay to the order of (BENEFICIARY): SYNCHRONYM/SYNCB**

**For the purpose of:** providing full payment for SYNCHRONY MASTER CARD ACCOUNT 5243 6310 2425 0860.

**Assignment:** The BENEFICIARY or any subsequent Holder hereof may assign all rights, title and interest in, to and under this International Bill of Exchange, by so notifying the ISSUER via email sent to [ireyna@fides.com.mx](mailto:ireyna@fides.com.mx) and requesting that a new document be issued with the name of new Holder replacing the BENEFICIARY hereof; a publication/processing fee may apply; after such notification instructions for request verification shall be provided to the email sender.

**Collateral:** \$1,421.81 held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account within FIDES.

**Jurisdiction:** This INTERNATIONAL BILL OF EXCHANGE has been issued per and is governed by the laws of Monterey NL, México.

**Electronic Document Copy:** An electronic copy of this document, with all signatures and seals affixed thereto, published in [www.businesscannons.net](http://www.businesscannons.net) and copied there from, has the same validity and force of law as an original signed and sealed document.

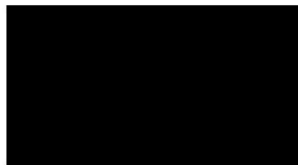
**PAYMENT:** Payment of this INTERNATIONAL BILL OF EXCHANGE will be made by the Beneficiary designating or opening an account (hereinafter "BENEFICIARY'S ACCOUNT") with FIDES and requesting that the funds held on deposit and blocked for this INTERNATIONAL BILL OF EXCHANGE in account 10160002 be transferred to the BENEFICIARY'S ACCOUNT.

**PLACE OF PAYMENT:** This INTERNATIONAL BILL OF EXCHANGE shall be paid, as indicated in PAYMENT, upon presentation at the offices of FIDES located at Ángel Martínez Villarreal #637, Colonia Chepevera, Monterrey NL, 64030; presentation may be made physically or by sending an email request to [ireyna@fides.com.mx](mailto:ireyna@fides.com.mx).

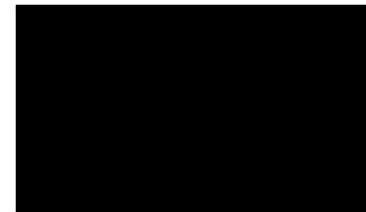
**EXCHANGE OF VALUE:** Value hereof may be exchanged for value within an institution that has a LEDGER-TO-LEDGER relationship with FIDES, or within an institution that accepts transfers through modes used by an institution that has a LEDGER-TO-LEDGER relationship with FIDES. Value hereof may also be exchanged for deposits from commerce as may be negotiated through FIDES by the BENEFICIARY hereof, or by referrals of the BENEFICIARY hereof. Exchanges may be negotiated through emails to [fides-exchange@change2100.com](mailto:fides-exchange@change2100.com)

**CONVERSION:** After executing an EXCHANGE OF VALUE as stipulated herein, the UNITED STATES DOLLARS value hereof may be converted into any form of current funds in lawful money acceptable within a specific jurisdiction by using services of a facility therein that is licensed to undertake the conversion.

ISSUER: FIDES GESTIÓN FINANCIERA S.A.P.I. DE C.V.



Javier Reyna Lara  
President



Jesús E. Ibarra Garza  
CEO

MOTION TO DISMISS

CASE NO. 01-FC-24-00307

AFFIRMATIVE AND OTHER DEFENSES

5E- UNIFORM COMMERCIAL CODE

FILED

2024 MAR 28 PM 2:35

JUSTICE COURT ONE  
COLLIN COUNTY, TEXAS

BY \_\_\_\_\_ CLERK

# UNIFORM COMMERCIAL CODE

## 3-603. TENDER OF PAYMENT.

(a) If tender of payment of an obligation to pay an [instrument](#) is made to a [person entitled to enforce](#) the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an [instrument](#) is made to a [person entitled to enforce](#) the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an [indorser](#) or accommodation [party](#) having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an [instrument](#) is made to a [person entitled to enforce](#) the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If [presentment](#) is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.