

IN THE DISTRICT COURT OF JOHNSON KANSAS  
LIMITED ACTIONS DIVISION

BANK OF AMERICA, N.A.,

Plaintiff,

v.

Case No. 16 LA 07582

STEPHANIE CROYDER,

K.S.A. Chapter 61

Defendant.

**JOURNAL ENTRY OF JUDGMENT**

This matter comes before this Court on the 15th day of August, 2017, for Trial. Plaintiff Bank of America, N.A. appears by and through its attorney of record, Geoff W. Hetley, and its authorized representative, William Wersinger. Defendant Stephanie Croyder, appears in person, pro se. There are no other appearances.

The matter was tried to the Court. At the close of all evidence and arguments of counsel, the Court rendered its decision from the bench and is incorporated herein, with particularity as set forth *infra*.

And the Court, having both heard and viewed the testimony and evidence presented by plaintiff through its witness, and the defendant through her own testimony and her witness, having heard the statements and arguments of counsel, and having reviewed all exhibits and other documents submitted herein, makes the following findings of fact and conclusions of law, as follows:

1. The Court finds under Kansas law there was a valid contract between the plaintiff and the defendant. Kansas law does not require there be a signed application or signed contract to form a contract.

2. The Court finds there was an offer, acceptance, consideration and capacity by the defendant to make a contract with the plaintiff. There was offer by plaintiff through its credit card agreement and credit card. And defendant accepted the offer by use of the credit card issued by the plaintiff, and then the multiple payments made by the defendant to the credit card account. The Court finds consideration was present because the plaintiff extended credit for purchases made by the defendant. Finally, the Court found no evidence defendant was under 18 years old or incapacitated.

3. The Court finds defendant is the party that entered into a contract with the plaintiff. The application, and supplemental identifications, such as the social security number, date of birth, residence, how long defendant resided at her residence, and mother's maiden name are sufficient. And the record shows there were no complaints by the defendant of identity theft, including the failure to contact the police department to fill out a police report.

4. The Court finds the defendants residence to be accurate. The credit card, credit card agreement and statement were sent to the residence of the defendant. None were returned to the plaintiff by the post office. And the defendant does not provide any contradictory testimony or evidence this address is incorrect.

5. This is a civil case and the plaintiff has met its burden of proof. The Court finds the burden of proof is more likely than not a contract was entered into between the parties. Whether or not defendant went into a bank or applied online, is not essential to finding there was an agreement to enter into a contract between the parties. Furthermore, the defendant presented no evidence at trial. The Court finds that the credit card was sent to the defendant March 2015, which the defendant subsequently used, and then made payments.

6. The Court finds that there was a breach of the contract by the defendant's failure to pay, and that plaintiff Bank of America, N.A. is granted judgment against the Defendant Stephanie Croyder as follows:

(i) Principal in the amount of \$ \$5,838.00 .

(ii) Costs in the amount of \$ \$ 172.50 .

TOTAL JUDGMENT AWARDED: \$6,010.50 .

8. This judgment disposes of all issues and all parties. In default thereof, let execution issue.

**IT IS SO ORDERED.**

Dated this: \_\_\_\_\_.

/s/ Daniel W Vokins  
Dated: 10/05/17

JUDGE

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Respectfully Submitted by:

**BLITT & GAINES, P.C.**

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