

CAUSE NO.

AMERICAN EXPRESS NATIONAL BANK § IN THE JUSTICE COURTS  
Plaintiff §  
§  
§  
§  
vs. § OF HAYS COUNTY, TEXAS  
§  
REGIS MUSABWA §  
Defendant §  
§  
§  
§ PRECINCT 2

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff AMERICAN EXPRESS NATIONAL BANK complains of Defendant Regis Musabwa (“Musabwa”), and would respectfully show the following:

**PARTIES**

1. Plaintiff is a foreign corporation located at 115 W. Towne Ridge Parkway, Sandy, UT 84070 according to the laws of the State of Texas and governing State of Utah laws. Plaintiff may be contacted through its undersigned attorney of record.
2. Defendant is an individual and may be served by citation at 161 Jarbridge Drive, Kyle, Texas 78640, or at another location where they may be served.

**FACTS**

**The American Express Personal or Business Loan Agreement**

3. On August 04, 2022 Plaintiff and Defendant entered into a written American Express Personal or Business Loan Agreement (“Agreement”) that enabled Defendant to borrow

funds and receive loan disbursements from Plaintiff. Plaintiff provided Defendant with the Agreement before Plaintiff disbursed funds. By entering into the Agreement with Plaintiff and accepting loan disbursements from Plaintiff, Defendant agreed to all the terms and conditions set forth in the Agreement. The Agreement terms and conditions included a promise that Defendant would pay a monthly payment due by a payment due date until the outstanding loan balance is paid.

#### BREACH OF CONTRACT

4. Plaintiff incorporates the preceding paragraphs herein for this claim. In violation of the Agreement, Defendant failed to pay the monthly payment due as promised. The last payment made was on July 08, 2024 Plaintiff accelerated the loan and demanded payment. The unpaid outstanding loan balance in the amount of \$5,329.98 remains due by Defendant. As a result of Defendant's failure to pay the outstanding loan balance in breach of the Agreement, Plaintiff suffered damages and is entitled to judgment against Defendant for the damages. Plaintiff's damages for breach of agreement minus all just and lawful offsets, payments and credits, is the sum of \$5,329.98 as the outstanding loan balance.

#### CONDITIONS PRECEDENT

5. All conditions precedent have been performed or have occurred.

#### PRAYER

WHEREFORE, PREMISES CONSIDERED, the plaintiff, American Express National Bank prays that the defendant, Regis Musabwa be summoned to appear and answer and for judgment against the defendant for:

a. \$5,329.98, which is the balance due on the loan minus all just and lawful offsets,

payments and credits and

b. all such other and further relief to which the plaintiff may be justly entitled, both in equity and in law.

Respectfully submitted,



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**Payments:** Your payment must be sent to the payment address shown on your loan invoice and must be received by 5:00 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5:00 p.m. will not be credited to your Loan Account until the next day. Payments must also: (1) include the remittance coupon from your loan invoice; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Loan Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

\* You can find your full Loan Account number in your Loan Agreement, a copy of which is located in the Document Center in your American Express online account.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited to your Loan Account until the next day.

**Prepayment:** If you pay off your Outstanding Loan Balance early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. You are responsible for paying any additional charges, including late fees, that may have been incurred but are not reflected in your Outstanding Loan Balance for this Payment Due Date.

**Monthly Payment Due:** Pay this amount to keep your Loan Account current. This is the monthly Scheduled Payment Amount plus any applicable Fees and past due amounts. If you incur any additional interest, that amount will be included in your final Monthly Payment Due.

**Credit Balance:** A credit balance (designated CR) shown on this loan invoice represents money owed to you. If you have a credit balance on your Loan Account after you repay your loan in full, we will send you a check for the credit balance within 60 days if the amount of the credit balance is \$1.00 or more.

**Credit Reporting:** We may report information about your Loan Account to credit bureaus. Late payments, missed payments, or other defaults on your Loan Account may be reflected in your credit report.

**EFT Error Resolution Notice:** In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-844-273-1384 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your loan invoice or receipt is wrong or if you need more information about a transfer on the loan invoice or receipt. We must hear from you no later than 60 days after we sent you the FIRST loan invoice on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

#### Change of Address, phone number, email

- Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- For name, company name, and foreign address or phone changes, please call Customer Care

#### Please do not add any written communication or address change on this stub

#### Pay Your Invoice with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

[Visit americanexpress.com/autopay](http://Visit americanexpress.com/autopay)  
today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit  
[www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).



## American Express® Personal Loans

REGIS MUSABWA  
Invoice Date 09/13/24



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PERSONAL  
LOANS

Loan Account Ending █ 1007

### Fees

	Amount
<b>Total Fees for this Period</b>	<b>\$0.00</b>

### Interest Charges

	Amount
09/13/24 Interest Charge	\$35.25
<b>Total Interest Charges for this Period</b>	<b>\$35.25</b>



**Status Report**  
**Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-8140

Birth Date:

Last Name: MUSABWA

First Name: REGIS

Middle Name:

Status As Of: Jan-21-2026

Certificate ID: LNNTHVC07Z37RF1

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individuals' active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.