

NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA CI69869

NO. _____

CITIBANK, N.A.	§	IN THE COUNTY COURT
	§	
vs.	§	AT LAW NO. ____ OF
	§	
DAVID T RODRIGUEZ	§	BRAZORIA COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CITIBANK, N.A. ("Plaintiff"), and files this, its Original Petition, complaining of DAVID T RODRIGUEZ, Defendant herein ("Defendant"), and for cause of action would respectfully show this Honorable Court the following:

PARTIES. Plaintiff, CITIBANK, N.A. is located at 701 E. 60th Street North, Sioux Falls, SD 57117. CITIBANK, N.A. is the successor by merger to Citibank (South Dakota), N.A.

Defendant is DAVID T RODRIGUEZ, who may be served with process at **1015 AIRLINE N, ROSHARON TX 77583-7760**, or any other valid address.

I. DISCOVERY LEVEL

1. Plaintiff intends discovery to be conducted under Level 1 of Rule 190 of the Texas Rules of Civil Procedure.

II. VENUE AND JURISDICTION

2. Venue is proper in this Court because Brazoria County, Texas is where the Defendant resides.
3. The amount in controversy is within the jurisdictional limits of this Court. Plaintiff seeks only monetary relief of \$250,000.00 or less, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

III. FACTS

4. In the usual course of business, Defendant entered into an agreement for the credit account that forms the basis of this suit on or about October 20, 2018. At all times relevant hereto, Defendant was the primary cardholder under the account.
5. Defendant requested that the account currently bearing number XXXXXXXXXXXXX3188 (the "Account") be opened, and the account was opened. The term "account number" means the full and complete account number assigned to the credit card account by the bank.
6. The Account is governed by the applicable Terms and Conditions ("Terms and Conditions"), as they may be amended from time to time. Defendant is responsible for repayment of extensions of credit, as set out by the Terms and Conditions.
7. The Account was used to make purchases of goods and/or services and/or to receive cash advances.
8. The Account represents a transaction or series of transactions, of which a systematic record has been kept.
9. In accordance with the Terms and Conditions, Defendant was properly billed for payment of the extensions of credit on the Account.
10. Defendant has failed to pay the amounts due and owing.
11. The amount being sought on the Account is \$21,442.13. A true and correct copy of the Account statement showing the balance sought is attached hereto and marked as Exhibit "1" and is incorporated herein by reference. (This is not a suit on a sworn account).
12. As a result of Defendant's failure to pay, Plaintiff found it necessary to employ an attorney to collect such amounts.
13. All conditions precedent have been performed or have occurred.

IV. ACCOUNT STATED

14. Plaintiff alleges that it should recover from Defendant for an account stated. Defendant's series of transactions on the Account has resulted in the indebtedness of Defendant to Plaintiff. A written statement of the amount owed was transmitted to Defendant. Defendant has failed to pay.

V. ATTORNEYS' FEES

15. Defendant's default has made it necessary for Plaintiff to employ the undersigned attorneys to file suit. Plaintiff requests a reasonable fee for the attorneys' services rendered and to be rendered in this case. Plaintiff is entitled to recover attorneys' fees pursuant to the Terms and Conditions and the provisions of Chapter 38 of the Texas Civil Practices and Remedies Code, through trial, any appeal, and post-judgment collection.

VI. PRAYER

WHEREFORE, Plaintiff, CITIBANK, N.A., prays that --

- A. Defendant be cited to appear and answer herein;
- B. Plaintiff be granted judgment for the amount due;
- C. Plaintiff be granted judgment for all costs of court;
- D. Plaintiff be awarded reasonable attorneys' fees;
- E. Plaintiff be awarded additional reasonable attorneys' fees and costs in the event of an appeal;
- F. Plaintiff be awarded additional reasonable attorneys' fees and costs for any post-judgment collection efforts; and

G. Plaintiff be granted such other and further relief, special or general, legal or equitable, to which Plaintiff may be justly entitled.

Respectfully Submitted,

MOSS LAW FIRM, P.C.

P.O. Box 3340

Lubbock, Texas 79452-3340

(806) 796-7375

FAX (806) 771-0062

Email: e-Service@mossfirm.com

By: 

MICHAEL A. MOSS, ATTORNEY IN CHARGE per TRCP 8, SBN 24054360

AMBER O. TEAL, SBN 24092918

ATTORNEYS FOR PLAINTIFF

**THE DEFENDANT IS PUT ON NOTICE THAT THE TEXAS RULES OF CIVIL
PROCEDURE REQUIRE THAT A COPY OF ALL DOCUMENTS FILED WITH THE
COURT BE SENT TO OPPOSING COUNSEL.**

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 760328, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard



Account Inquiries:
1-866-458-7683 (TTY: 711)
Text to Pay: 71469

Account number ending in 3188

Summary of Account Activity

Previous Balance	\$20,094.16
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$1,307.97
New Balance	\$21,442.13
Past Due Amount	\$3,555.24

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$2,442.13
Statement Closing Date	09/24/2025
Next Statement Closing Date	10/24/2025
Days in Billing Cycle	30

Payment Information

New Balance	\$21,442.13
Minimum Payment Due	\$4,279.49
Payment Due Date	October 21, 2025

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 \$40.

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:

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	29 years	\$62,598
\$907	3 years	\$32,668 (Savings=\$29,930)

If you would like information about credit counseling services, call 1-877-397-8188 (TTY: 711).

Your Minimum Payment Due is \$4,279.49. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$20,633.51 by 10/21/25. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of \$293.01 in full by 10/21/25 to avoid paying deferred interest charges.

You must pay your promotional balance of \$330.62 in full by 12/21/25 to avoid paying deferred interest charges.

You must pay your promotional balance of \$501.17 in full by 12/21/25 to avoid paying deferred interest charges.

Please note that if we received your payment by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

8-HD 16

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records. ↓



P.O. Box 700393
St. Louis, MO 63179

Statement Enclosed

Account number ending in 3188

For proper credit, please write the last four digits of your account number on your check and enclose with this payment coupon.

Payment Due Date	October 21, 2025
New Balance	\$21,442.13
Past Due Amount [†]	\$3,555.24
Minimum Payment Due	\$4,279.49

Amount Enclosed: \$

[†]Past Due Amount is included in the Minimum Payment Due.
Please see reverse side to change your address.

Make Checks Payable to ▼

DAVID T RODRIGUEZ

HOME DEPOT CREDIT SERVICES
PO BOX 658212
DALLAS TX 75266-8212

EXHIBIT

tabbies

3188

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. Except as indicated below, you won't pay any interest on Purchases if you pay the New Balance in full by the payment due date shown on your billing statement each Billing Cycle. We call this a grace period on Purchases. If you don't pay your New Balance in full by the payment due date in a Billing Cycle, you won't get a grace period on Purchases again until you pay the New Balance in full by the payment due date shown on your billing statement for two Billing Cycles in a row.

If you have a balance subject to a Deferred Interest Promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a Purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In Billing Cycles in which payments are allocated to Deferred Interest Promotion balances first, the Deferred Interest Promotion balance will be reduced before any other balance on the Account. However, you will continue to get a grace period on Purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each Billing Cycle.

How We Calculate Your Balance Subject to Interest Rate. We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on Page 1 of your statement.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your Account balance at any time. However, you must pay, by the payment due date, at least the Minimum Payment Due.

When Your Payment Will Be Credited. If we receive your payment in proper form by 5 p.m. local time at the processing facility, it will be credited as of that day. Payments received in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services.
- No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your Account number.

Payment Other Than By Mail.

- **Online/Auto Pay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in Auto Pay and have your payment amount automatically deducted each month from the payment Account you choose.
- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Text to Pay (If Available).** Text "pay" to the Text to Pay number on Page 1 of your statement. To pay via text you must use the cell phone or mobile device number and payment accounts associated with your Account. Text to Pay is not available for debit card payments. Message and data rates may apply.
- **Phone.** Call the Account Inquiries number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. For Auto Pay, you also authorize us to automatically debit your specified bank account every month, in the amount and on the same date each month that you indicate on the phone, until you withdraw your authorization. You may cancel a one-time phone payment or withdraw your authorization for automatic debits by calling us at the Account Inquiries number on Page 1 of your statement within the timeframe disclosed to you on the phone.

- **Express Mail.** Send payment by express mail or courier to: Consumer Payment Dept., 400 White Clay Center Dr., Newark, DE 19711.

- **Crediting Payments other than by Mail.** The payment cutoff time for Online, Phone, and Text to Pay payments is midnight Eastern time. Payments received prior to the cutoff time will be credited to your account as of the calendar day we received your payment request.

If you send an eligible check, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your Account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

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 for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. **Account Information:** Your name and account number.
2. **Dollar amount:** The dollar amount of the suspected error.
3. **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. 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 at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of \$299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot Consumer Credit Card. APR: 17.99% - 29.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; see store for details.

PL.T13.1.EN_0325

Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the Customer Service section on the front of your statement, or
- Call the Account Inquiries phone number located in the Customer Service section on the front of your statement

Account number ending in 3188

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
09/21	LATE FEE		\$ 40.00
	TOTAL FEES FOR THIS PERIOD		\$ 40.00

INTEREST CHARGED

09/24	INTEREST CHARGE ON PURCHASES		\$ 1,307.97
	TOTAL INTEREST FOR THIS PERIOD		\$ 1,307.97

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$320.00
Total Interest Charged in 2025	\$4,216.84

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
Revolving Balance	-	\$4,910.90	-	\$40.00	\$122.50	\$5,073.40	-	-	-
Revolving Balance On or Before 03/25/24		\$9,979.82	-	-	\$223.76	\$10,203.58	-	-	-
NO INT FOR 12MOS-PMT REQ									
\$919.04	08/20/24	\$919.04	-	-	\$358.49	\$1,277.53	-	\$327.40	exp'd 09/21/25
NO INT FOR 6MOS-PMT REQ									
\$2,048.49	02/21/25	\$2,048.49	-	-	\$395.60	\$2,444.09	-	\$336.12	exp'd 09/21/25
NO INT FOR 6MOS-PMT REQ									
\$672.72	02/28/25	\$672.72	-	-	\$125.97	\$798.69	-	\$106.54	exp'd 09/21/25
NO INT FOR 6MOS-PMT REQ									
\$438.39	03/01/25	\$438.39	-	-	\$81.65	\$520.04	-	\$68.99	exp'd 09/21/25
-NO INT 12 MOS - PMT REQ									
\$302.02	10/06/24	\$293.01	-	-	-	\$293.01	\$20.58	\$100.07	10/21/25
-NO INT 12 MOS - PMT REQ									
\$344.24	11/23/24	\$330.62	-	-	-	\$330.62	\$23.17	\$95.32	12/21/25
NO INT FOR 12MOS-PMT REQ									
\$501.17	12/13/24	\$501.17	-	-	-	\$501.17	-	\$132.69	12/21/25
TOTAL		\$20,094.16	\$0.00	\$40.00	\$1,307.97	\$21,442.13	\$43.75	\$1,167.13	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	29.99% (M)	\$4,969.85	\$122.50
Revolving Balance On or Before 03/25/24	26.99% (M)	\$10,087.55	\$223.76
NO INT FOR 12MOS-PMT REQ	29.99% (M)	\$1,261.40	\$358.49
NO INT FOR 6MOS-PMT REQ	29.99% (M)	\$2,413.23	\$395.60
NO INT FOR 6MOS-PMT REQ	29.99% (M)	\$788.60	\$125.97
NO INT FOR 6MOS-PMT REQ	29.99% (M)	\$513.46	\$81.65
-NO INT 12 MOS - PMT REQ	29.99% (M)	-	-
-NO INT 12 MOS - PMT REQ	29.99% (M)	-	-
NO INT FOR 12MOS-PMT REQ	29.99% (M)	-	-

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