

CAUSE NO.

AMERICAN EXPRESS NATIONAL BANK	§	IN THE JUSTICE COURTS
Plaintiff	§	
	§	
	§	
vs.	§	
	§	OF TARRANT COUNTY, TEXAS
DAYANA FERNANDEZ	§	
and D'oro Face & Body Studio LLC	§	
Defendants	§	
	§	
	§	
	§	PRECINCT 8

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, AMERICAN EXPRESS NATIONAL BANK complains of Defendant DAYANA FERNANDEZ and D'oro Face & Body Studio LLC and would respectfully show the following:

PARTIES

Plaintiff, AMERICAN EXPRESS NATIONAL BANK is a national bank organized under the laws of the United States of America with its offices located at 115 W. Towne Ridge Parkway, Sandy, Utah 84070. Plaintiff may be contacted through its undersigned attorney of record.

Defendant Dayana Fernandez, is an individual and may be served by citation at 6912 Glade Oaks Drive Suite 200, Fort Worth, TX 76120.

Defendant D'oro Face & Body Studio LLC is a limited liability company and may be served by citation by and through its registered agent United States Corporation Agents, Inc, at 10601 Clarence Dr., Suite 250, Frisco, TX 75033 or at another location where they may be served.

<sup>1</sup> On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. See, <https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html>. See also, 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 et seq.

## VENUE

Venue of this action is proper in the county named above because Defendant is an individual believed to be residing in said county at the time of commencement of suit.

## AMOUNT IN CONTROVERSY

The amount in controversy is within the jurisdictional limits of this court, including actual damages, interest, and costs of court.

## FACTS

The American Express Amazon Business Prime American Express Card Account

American Express ("the Issuer") issued a Amazon Business Prime American Express Card in Defendant's name under its account number XXXX-XXXXXX-X1002 on September 9, 2024. Defendant received and used (or authorized the use of) the card and thereby became obligated to pay for the charges incurred with this credit card.

On or about thirty (30) days after July 2, 2025 Defendant defaulted on the obligation to make monthly payments on the credit card account. The entire balance on the credit card account is presently due and payable in full.

Defendant is presently indebted to Plaintiff in the amount of \$11,553.62. Plaintiff seeks judgment for such sums.

## BREACH OF CONTRACT

The issuance of a credit card constitutes the offer of a contract. Even in the absence of such an agreement the issuance of a credit card constitutes an offer of credit and the use of credit card constitutes the acceptance of the offer of credit. See Texas Business and Commerce Code, §26.02(a)(2)(A), *Winchek v. Am. Express Travel Related Servs. Co.*, 232 S.W.3d 197, 204 (Tex.

App.—Houston [1<sup>st</sup> Dist] 2007, no pet.).

By using and/or authorizing the use of the credit cards at issue Defendant accepted the contracts with Plaintiff and became bound to pay for all charges incurred with the credit cards. Defendant also became subject to all of the terms and conditions of Plaintiff's cardholder agreements.

Plaintiff sent to Defendant monthly billing statements reflecting, inter alia, all charges incurred with the credit cards, the monthly payment due, and the total balance due. To the best of Plaintiff's knowledge and belief Defendant did not ever send to Plaintiff any written disputes of the monthly billing statements or the charges reflected thereon. Defendant was contractually required to submit any disputes of the charges set forth in such statements, in writing, within sixty (60) days from the date of the statements. Defendant's failure to submit such disputes constitutes an admission of the account balances.

#### ACCOUNT STATED

Plaintiff asserts that Defendant's use of the credit cards to purchase goods and services represented periodic accounts, for which the Issuer generated regular monthly statements. Defendant is liable to Plaintiff for the account balances, together with interest thereon at the rate allowed by law. *See Neil v. Agrus*, 693 S.W.2d 604 (Tex. App.—Houston [14<sup>th</sup> Dist.] 1985, no writ), and *Magnuson v. Citibank (South Dakota) N.A.*, 2-06-465-CV (Tex. App.—Fort Worth 2<sup>nd</sup> Dist. 2008).

#### CONDITIONS PRECEDENT

Through its undersigned attorney Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be summoned to appear and answer, and that upon final hearing, Plaintiff have judgment against Defendant for:

- a. \$11,553.62, which is the balance due on the credit cards as of the date of Plaintiff's filing of this Petition;
- b. all costs of court; and
- c. all such other and further relief to which Plaintiff may be justly entitled, both in equity and in law.

Respectfully submitted By:



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Olen Manning III, Esq.  
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**Amazon Business Prime Card**

D'ORO FBS LLC

DAYANA FERNANDEZ

Closing Date 10/08/25 Next Closing Date 11/07/25

Account Ending 1002

amazon business

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**Customer Care:** 1-833-674-7268**TTY:** Use Relay 711**Website:** americanexpress.com**Payment Options:****Total Balance** **\$11,553.62**

Pay the full balance, adjusted for payments, returns, credits and transactions since the last statement closing date. Includes Payment Terms Balance.

**Standard Balance** **\$11,553.62**

Pay this amount to avoid interest charges on future purchases. Standard Balance means Total Balance, excluding the current Payment Terms Balance.

**Minimum Payment Due** **\$2,572.00**

Amount to pay in order to keep your account in good standing. If you selected Payment Terms for any transactions you must still pay the minimum amount due. Includes the past due amount of \$2,082.00.

**Payment Due Date** **11/02/25****Amazon Rewards Points**Earned 08/01 - 08/31 **0**Total Available as of 08/31 **2,027**

Points Earned this period are pending until charges paid in full and all your accounts are in good standing.

For more details about Rewards, please visit [americanexpress.com/rewardsinfo](https://americanexpress.com/rewardsinfo)**Account Summary**

Previous Balance	\$11,224.84
Payments/Credits	-\$0.00
New Standard Bal. Charges	+\$0.00
New Payment Terms Charges	+\$0.00
Fees	+\$39.00
Interest Charges	+\$289.78

<b>Total Balance</b>	<b>\$11,553.62</b>
<b>Minimum Payment Due</b>	<b>\$2,572.00</b>

Credit Limit \$10,000.00

Cash Advance Limit \$0.00

Days in Billing Period: 31

**Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 11/02/25, you may have to pay a late fee of up to \$39.00 and your APRs may be increased to the Penalty APR of 29.99%.

See page 2 for important information about your account.

Your account is past due.

Please refer to the **IMPORTANT NOTICES** section.

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**americanexpress.com/  
business**Pay by Phone**

1-800-472-9297

**Account Ending 1002**Enter 15 digit account # on all payments.  
Make check payable to American Express.DAYANA FERNANDEZ  
D'ORO FBS LLC  
6912 GLADE OAKS DR  
SUITE 200  
FORT WORTH TX 76120

Payment Due Date	Total Balance
<b>11/02/25</b>	<b>\$11,553.62</b>
	Standard Balance
	<b>\$11,553.62</b>
	Minimum Payment Due
	<b>\$2,572.00</b>

See reverse side for instructions  
on how to update your address,  
phone number, or email.AMERICAN EXPRESS  
PO BOX 6031  
CAROL STREAM IL 60197-6031\$ \_\_\_\_\_  
**Amount Enclosed**

**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (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 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.

**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 financial 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 until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

**If you pay more than your Standard Balance:** Any payments that are greater than the billed Standard Balance will first apply to other Standard Balance purchases, including unbilled charges, then to any Payment Terms balance. You can view unbilled charges through your Online Account at [americanexpress.com](http://americanexpress.com). Any excess payment originally applied to Payment Terms balances will be moved to any future Standard Balance that is established, prior to the expiration of the Payment Terms period for such Payment Terms balance.

**Paying Interest:** Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire Standard Balance by the due date each month. Payment Terms purchases will be included in the Standard Balance after their Payment Terms period has expired. We will not charge you interest on Payment Terms purchases during their Payment Terms period. We will begin charging interest on cash advances on the transaction date.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

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

#### **Billing Dispute Procedures**

##### **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:

American Express, PO Box 981535, El Paso TX 79998-1535

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:** 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.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

##### **What Will Happen After We Receive Your Letter**

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on 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.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

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

- Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- Via mobile device
- Voice automated: call the number on the back of your card
- 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 Bill with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

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



**Amazon Business Prime Card**  
D'ORO FBS LLC  
DAYANA FERNANDEZ  
Closing Date 10/08/25



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Account Ending ■■■1002



**Customer Care & Billing Inquiries**  
International Collect  
Cash Advance at ATMs Inquiries  
Large Print & Braille Statements

**1-833-674-7268**  
1-623-492-3344  
1-800-CASH-NOW  
**1-833-674-7268**

**Hearing Impaired**

Online chat at [americanexpress.com](https://americanexpress.com) or use **Relay dial 711** and **1-833-674-7268**



**Website:** [americanexpress.com](https://americanexpress.com)

**Customer Care  
& Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

**Payments**  
PO BOX 6031  
CAROL STREAM IL  
60197-6031

### Payment Terms Balance Summary

Includes purchases within the Total Balance that are interest-free. Purchases are grouped by billing cycle. All Payment Terms purchases must be paid in full by their respective due dates to avoid future interest charges. After the due date, the corresponding amount will be shown in your Standard Balance.

<b>Total</b>	<b>\$0.00</b>
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### Fees

	<b>Amount</b>
10/02/25 Late Payment Fee	\$39.00
<b>Total Fees for this Period</b>	<b>\$39.00</b>

### Interest Charged

	<b>Amount</b>
10/08/25 Interest Charge on Purchases	\$289.78
<b>Total Interest Charged for this Period</b>	<b>\$289.78</b>

#### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

### 2025 Fees and Interest Totals Year-to-Date

	<b>Amount</b>
Total Fees in 2025	\$195.00
Total Interest in 2025	\$2,528.91

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
Variable APRs will not exceed 29.99%.

	<b>Annual Percentage Rate</b>	<b>Balance Subject to Interest Rate</b>	<b>Interest Charge</b>
Purchases	29.99% (v)	\$11,371.91	\$289.78

Continued on reverse

Interest Charge Calculation Continued

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Cash Advances	29.99% (v)	\$0.00	\$0.00
<b>Total</b>			<b>\$289.78</b>
(v) Variable Rate			





D'ORO FBS LLC  
DAYANA FERNANDEZ

Closing Date 10/08/25

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Account Ending ■■■1002

## IMPORTANT NOTICES

### 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 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement 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.

*End of Important Notices.*

**Amazon Rewards Points Earned**

Amazon Rewards Account Number: 1M49557082

The logo for Amazon Business, featuring the word "amazon" in its signature font with a curved arrow underneath, followed by the word "business" in a bold, sans-serif font.**Period: 08/01/25 - 08/31/25****Total****0**

\* Includes Amazon.com, Amazon Business, AWS and U.S. Whole Foods Market

For latest details on your Amazon Rewards, please view your account details online at [americanexpress.com](https://americanexpress.com).



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8231  
Birth Date:  
Last Name: FERNANDEZ  
First Name: DAYANA  
Middle Name:  
Status As Of: Jan-28-2026  
Certificate ID: JZM1YZXXF65Q25T

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.