

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

NO. 2026-001206-2

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|----------------------|---|-----------------------|
| CITIBANK, N.A. | § | IN THE COUNTY COURT |
| | § | |
| vs. | § | AT LAW NO. ____ OF |
| | § | |
| SANJEYA L WIJENAYAKE | § | TARRANT 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 SANJEYA L WIJENAYAKE, 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 SANJEYA L WIJENAYAKE, who may be served with process at 2718 COLBY DR, MANSFIELD TX 76063-6568, 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 Tarrant 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 November 6, 2014. At all times relevant hereto, Defendant was the primary cardholder under the account.
5. Defendant requested that the account currently bearing number XXXXXXXXXXXXX6761 (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 \$21,147.77. 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@mosslawfirmpc.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.**

Citi Double Cash® Card**citi**

SANJEYA L WIJENAYAKE
Member Since 2014 Account number ending in: 6761
Billing Period: 06/10/25-07/08/25

Billing Inquiries and Customer Service
BOX 6500 SIOUX FALLS, SD 57117
1-855-473-4583, (TTY: 711)
www.citicards.com

JULY STATEMENT

| | |
|-----------------------------|--------------------|
| Minimum payment due: | \$21,147.77 |
| New balance as of 07/08/25: | \$21,147.77 |
| Payment due date: | 07/08/25 |

Late Payment Warning: If we do not receive your Minimum Payment by the date listed above, you may have to pay a late fee of up to \$41 and your APRs may be increased up to the Penalty APR of 29.99%.

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:

| If 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 | 11 month(s) | \$21,148 |

For information about credit counseling services, call 1-877-337-8188 (TTY: 711).

Account Summary

| | |
|--------------------|--------------------|
| Previous balance | \$20,711.60 |
| Payments | -\$0.00 |
| Credits | -\$0.00 |
| Purchases | +\$0.00 |
| Cash advances | +\$0.00 |
| Fees | +\$0.00 |
| Interest | +\$436.17 |
| New balance | \$21,147.77 |

Credit Limit

| | |
|--------------|----------|
| Credit limit | \$18,000 |
|--------------|----------|

Includes \$1,000 cash advance limit

For Payments, send check to: CITI CARDS, PO BOX 658201, Dallas TX, 75265-8201

Pay your bill from virtually anywhere with the
Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

| | |
|---------------------|--------------------|
| Minimum payment due | \$21,147.77 |
| New balance | \$21,147.77 |
| Payment due date | 07/08/25 |

Amount enclosed:

Account number ending in 6761
Please make check payable to CITI CARDS.

000000 MC 32 A 0

SANJEYA L WIJENAYAKE

CITI CARDS
PO BOX 658201
Dallas TX 75265-8201

EXHIBIT

tabbies

5761

SANJEYA L WIJENAYAKE

Account Summary

| Trans. date | Post date | Description | Amount |
|----------------|--------------|-------------|--------|
|----------------|--------------|-------------|--------|

Fees charged

| | |
|---|--------|
| Total fees charged in this billing period | \$0.00 |
|---|--------|

Interest charged

| Date | Description | Amount |
|---|--------------------------------------|----------|
| 07/08 | INTEREST CHARGED TO STANDARD PURCH | \$3.57 |
| 07/08 | INTEREST CHARGED TO PUR PR-11/29/24. | \$350.87 |
| 07/08 | INTEREST CHARGED TO PUR PR-03/03/25. | \$81.73 |
| Total interest charged in this billing period | \$436.17 | |

2025 totals year-to-date

| | |
|--------------------------------|------------|
| Total fees charged in 2025 | \$235.00 |
| Total interest charged in 2025 | \$2,951.72 |

Interest charge calculation

Days in billing cycle: 29

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

| Balance type | Annual percentage rate (APR) | Balance subject to interest rate | Interest charge |
|------------------|------------------------------|----------------------------------|-----------------|
| PURCHASES | | | |
| Standard Purch | 26.24% (V) | \$171.31 (D) | \$3.57 |
| Pur Pr 112924 | 26.24% (V) | \$16,829.88 (D) | \$350.87 |
| Pur Pr 030325 | 26.24% (V) | \$3,920.22 (D) | \$81.73 |
| ADVANCES | | | |
| Standard Adv | 29.49% (V) | \$0.00 (D) | \$0.00 |

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions). Balances followed by (A) are determined by the average daily balance method.

Account messages

Effective May 18, 2025, the first section below will replace the existing section in the terms and the Citi Travel section will be added to your Citi Double Cash Card Terms and Conditions: With the Citi Double Cash Card, you can earn ThankYou Points for purchases and payments made on your card. Unless you are participating in a limited-time offer, you will earn: 1 ThankYou point per \$1 spent on purchases. 1 ThankYou point for every \$1 paid on your purchase balance as long as there is a corresponding balance in your Purchase Tracker. 3 additional ThankYou Points for each \$1 spent on hotels, car rentals and attractions booked with Citi Travel via citravel.com or 1-833-737-1288 (TTY:711). Points can be redeemed for cash back as a direct deposit, statement credit, or check. For example, redeem 10,000 ThankYou Points for a \$100 direct deposit, statement credit, or check. Points can also be redeemed for a variety of other rewards, such as gift cards, travel and more - redemption values vary depending on how you choose to redeem your ThankYou Points. See below for additional details. Citi Travel: You will earn 3 ThankYou Points for each \$1 spent on hotels, car rentals, and attractions when you use your Citi Double Cash Card to book them with Citi Travel via citravel.com or 1-833-737-1288 (TTY:711). When combined with the 1 ThankYou Point for purchases and the 1 ThankYou Point for payments, this totals 5 ThankYou Points per dollar. This may overlap with other special offers in which you are currently enrolled. You must use your Citi Double Cash Card to make the purchase with Citi Travel. For bookings made with a combination of points and your Citi Double Cash Card, only the portion paid with your card will earn points. Points are not earned on cancelled bookings. Citi Travel is powered by Rocket Travel by Agoda.

SANJEYA L WIJENAYAKE

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

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