

CDC26-0147

CAUSE NO.

AMERICAN EXPRESS NATIONAL BANK	§	IN THE JUSTICE COURTS
Plaintiff	§	
	§	
	§	
	§	
vs.	§	OF BRAZORIA COUNTY, TEXAS
STERLING WHITLEY JR	§	
a/k/a STERLING L WHITLEY JR	§	
	§	
Defendant	§	
	§	
	§	PRECINCT 2 Place 1

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff AMERICAN EXPRESS NATIONAL BANK complains of Defendant Sterling Whitley Jr a/k/a Sterling L Whitley JR (“Whitley Jr”), 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 10005 Chestnut Creek Way, Pearland, Texas 77584, or at another location where they may be served.

**FACTS**

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

3. On November 08, 2023 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 April 21, 2025 Plaintiff accelerated the loan and demanded payment. The unpaid outstanding loan balance in the amount of \$11,364.82 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 \$11,364.82 as the outstanding loan balance.

#### CONDITIONS PRECEDENT

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

#### PRAAYER

WHEREFORE, PREMISES CONSIDERED, the plaintiff, American Express National Bank prays that the defendant, Sterling Whitley Jr a/k/a Sterling L Whitley JR be summoned to appear and answer and for judgment against the defendant for:

a. \$11,364.82, 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,



---

Johnetta Lang, Esq. State Bar No. 24036943  
Olen Manning III, Esq State Bar No. 24118453  
American Express Legal  
Attorneys for the Plaintiff  
2401 Fountain View Drive, Suite 306  
Houston, TX 77057  
Tel. 832-502-0023 Fax 346-240-3751  
[txpleadings@aexp.com](mailto:txpleadings@aexp.com)



**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**STERLING WHITLEY JR  
Invoice Date 08/20/25

p. 3/3

PERSONAL  
LOANS

Loan Account Ending █ 1001

**Fees**

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

**Interest Charges**

	<b>Amount</b>
08/20/25 Interest Charge	\$84.51
<b>Total Interest Charges for this Period</b>	<b>\$84.51</b>