

CAUSE NO.

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, AMERICAN EXPRESS NATIONAL BANK f/k/a AMERICAN EXPRESS CENTURION BANK¹ complains of Defendant MICAH MARTIN and would respectfully show the following:

PARTIES

Plaintiff, AMERICAN EXPRESS NATIONAL BANK f/k/a AMERICAN EXPRESS CENTURION BANK¹ 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 Micah Martin, is an individual and may be served by citation at 11818 Elizabeth Ct, Pinehurst, TX 77362.

¹ 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-ian-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

A. The American Express Platinum Card Account

American Express ("the Issuer") issued a Platinum Card in Defendant's name under its account number XXXX-XXXXXX-X2008 on May 11, 2016. 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 19, 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 \$11,504.49. Plaintiff seeks judgment for such sums.

B. The Blue Cash Everyday from American Express Card Account

American Express ("the Issuer") issued a Blue Cash Everyday from American Express in Defendant's name under its account number XXXX-XXXXXX-X1009 on January 3, 2015. 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 15, 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 \$1,096.05. 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 [1st 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 [14th Dist.] 1985, no writ), and *Magnuson v. Citibank (South Dakota) N.A.*, 2-06-465-CV (Tex. App.—Fort Worth 2nd 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. \$12,600.54, 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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State Bar Number 24036943
Olen Manning III, Esq.
State Bar Number 24118453
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Attorneys for Plaintiff
American Express Legal
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Houston, Texas 77057
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Platinum Card®

MICAH MARTIN
Closing Date 09/26/25
Account Ending █ 2008



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Customer Care: 1-800-525-3355
TTY: Use Relay 711
Website: americanexpress.com

New Balance	\$11,504.49
Minimum Payment Due	\$1,177.69
Includes the past due amount of \$774.42	

Includes the past due amount of \$774.42

Payment Due Date **10/21/25**

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 10/21/25, you may have to pay a late fee of up to \$40.00 and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you have a Pay Over Time and/or Cash Advance balance and 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 and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	23 years	\$34,860

If you would like information about credit counseling services, call 1-888-733-4139.

☞ See page 2 for important information about your account.

⚠ **WARNING:** Your account is past due.

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

☞ For more information on your Pay Over Time Limit and your purchasing options, please refer to the **Information on Pay Over Time and Purchasing Options** section.

ⓘ Please note, your preset spending limit is \$8,100.00. You have spent \$11,504.49.

Membership Rewards® Points

Available and Pending as of 08/31/25

27

For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full

Previous Balance	\$40.00
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$40.00
New Balance	= \$80.00

Pay Over Time and/or Cash Advance

Previous Balance	\$11,167.54
Payments/Credits	-\$0.00
New Pay Over Time Charges	+\$5.40
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$251.55
New Balance	= \$11,424.49
Minimum Due	\$1,097.69

Account Total

Previous Balance	\$11,207.54
Payments/Credits	-\$0.00
New Charges	+\$5.40
New Cash Advances	+\$0.00
Fees	+\$40.00
Interest Charged	+\$251.55
New Balance	\$11,504.49
Minimum Payment Due	\$1,177.69

Pay Over Time Limit \$35,000.00
Available Pay Over Time Limit \$23,575.51

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/pbc

Pay by Phone
1-800-472-9297

Account Ending █ 2008

Enter 15 digit account # on all payments.
Make check payable to American Express.

MICAH MARTIN
11818 ELIZABETH CT
PINEHURST TX 77362-4071

Payment Due Date
10/21/25

New Balance
\$11,504.49

Minimum Payment Due
\$1,177.69

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



MICAH MARTIN

Account Ending [REDACTED] 2008

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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 for Pay Over Time and/or Cash Advance balances 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 figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

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 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.

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

You may also contact us on the Web: www.americanexpress.com

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:** 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 [or electronically]. 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 is 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 or electronically at:

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

www.americanexpress.com

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.

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

Change of Address, phone number, email

- Online at 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

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Platinum Card®

MICAH MARTIN
Closing Date 09/26/25



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Account Ending █ 2008

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

1-800-525-3355
1-954-473-2123
1-800-CASH-NOW
1-800-525-3355

Hearing Impaired
Online chat at americanexpress.com or use **Relay dial 711** and **1-800-525-3355**

Website: americanexpress.com

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

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

MEMBERSHIP
rewards®

Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at www.membershiprewards.com/terms or call **1-800-AXP-EARN** (297-3276) for more information or to reinstate points. There is a \$35.00 fee for each month of points you want to reinstate.

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
Total New Charges	\$0.00	\$5.40	\$5.40

Detail

♦ - Pay Over Time and/or Cash Advance activity

MICAH MARTIN
Card Ending █ 2008

			Amount
08/28/25	PAYPAL *PLAYSTATION 18003457669	18003457669	CA \$5.40 ♦

Fees

	Amount
09/21/25 Late Payment Fee	\$40.00
Total Fees for this Period	\$40.00

Interest Charged

	Amount
09/26/25 Interest Charge on Pay Over Time Purchases	\$251.55
Total Interest Charged for this Period	\$251.55

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 (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

MICAH MARTIN

Account Ending [REDACTED] 2008

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2025 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2025	\$844.00
Total Interest in 2025	\$2,334.84

Interest Charge Calculation

Days in Billing Period: 30

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

Variable APRs will not exceed 29.99%.

	Transactions Dated	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To		
Pay Over Time	04/16/2025	28.99% (v)	\$706.33	\$16.82
Pay Over Time	05/16/2023	04/15/2025	26.99% (v)	\$10,587.71
Cash Advances	05/01/2019		29.24% (v)	\$0.00
Total				\$251.55
(v) Variable Rate				

Information on Pay Over Time and Purchasing Options

Pay Over Time Limit: \$35,000.00

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge or portion of a charge during the billing period will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. Charges will be added to your Pay Over Time balance, subject to your Available Pay Over Time Limit, at time of transaction. A charge or portion of a charge may be later added, subject to your Available Pay Over Time Limit, on the Statement Closing Date. **This is not a spending limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

Available Pay Over Time Limit

Your Available Pay Over Time Limit is accurate as of your statement date. This Limit is the remaining amount that can be added to the total of your Pay Over Time, Cash Advance, and/or Plan balances. Remember that you can continue to create plans for purchases that are currently in your Pay Over Time balance even if you have reached your Pay Over Time Limit. Your total Cash Advance balance is subject to your Cash Advance Limit, which you can find in your Cardmember Agreement. If you have a preset spending limit on your Account that is less than your Pay Over Time Limit, you may not be able to use your Available Pay Over Time Limit.

Interest on Your Pay Over Time Balance(s)

For charges added automatically to a Pay Over Time balance at the time they post to your account, we charge interest from the transaction date. For charges that we automatically move from your Pay In Full balance to your Pay Over Time balance on your Closing Date, we charge interest from the day after they are added to your Pay Over Time balance. We will not charge interest on charges automatically added to your Pay Over Time balances if you pay your Account Total New Balance by the Payment Due Date each month. If at the time you activate Pay Over Time, you're already carrying a Pay Over Time balance from your last billing period, we will charge interest on new eligible charges added to a Pay Over Time balance from the transaction date. However, for charges that we move from your Pay In Full balance to your Pay Over Time balance on your Closing Date, we will charge interest from the day after they are added to your Pay Over Time balance. We will begin charging interest on cash advances on the transaction date. You must pay in full, by the Payment Due Date, any charge or a portion of a charge that is not added to a Pay Over Time, Cash Advance, or Plan balance.



MICAH MARTIN

Closing Date 09/26/25

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Account Ending [REDACTED] 2008

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 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.

Membership Rewards® Program Terms and Conditions

For more information on the Membership Rewards® program, you can refer to the Terms and Conditions online anytime by visiting membershiptrewards.com/terms.



Blue Cash Everyday® from American Express

MICAH MARTIN
Closing Date 10/02/25
Account Ending █ 1009

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Customer Care: 1-888-258-3741
TTY: Use Relay 711
Website: americanexpress.com

New Balance	\$1,096.05
Minimum Payment Due	\$194.29
Includes the past due amount of \$110.29	
Payment Due Date	10/27/25

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 10/27/25, you may have to pay a late fee of up to \$40.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you have a Non-Plan Balance and make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Non-Plan Balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	3 years	\$1,578

If you would like information about credit counseling services, call 1-888-733-4139.

→ See page 2 for important information about your account.

⚠ **WARNING:** Your account is past due.

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

Reward Dollars
as of 09/05/2025

26.48

For more details about Rewards, visit
americanexpress.com/cashbackrewards

Account Summary

Previous Balance	\$1,031.05
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$40.00
Interest Charged	+\$25.00

New Balance	\$1,096.05
Minimum Payment Due	\$194.29

Credit Limit	\$1,000.00
Available Credit	\$0.00
Cash Advance Limit	\$200.00
Available Cash	\$0.00

↓ 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/pbc

Pay by Phone
1-800-472-9297

Account Ending █ 1009

Enter 15 digit account # on all payments.
Make check payable to American Express.

MICAH MARTIN
11818 ELIZABETH CT
PINEHURST TX 77362-4071

Payment Due Date
10/27/25

New Balance
\$1,096.05

Minimum Payment Due
\$194.29

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



MICAH MARTIN

Account Ending █ 1009

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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 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 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 figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning 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 charge a fee of 2.70% of the converted US dollar amount.** 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.

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:
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You may also contact us on the Web: www.americanexpress.com

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:** 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 (or electronically). 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 is 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 or electronically at:
American Express, PO Box 981535, El Paso TX 79998-1535
www.americanexpress.com

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.

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

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.

Change of Address, phone number, email

- Online at 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



Blue Cash Everyday® from American Express

MICAH MARTIN
Closing Date 10/02/25

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

1-888-258-3741
1-336-393-1111
1-800-CASH-NOW
1-888-258-3741

Hearing Impaired
Online chat at americanexpress.com or use **Relay dial 711** and **1-888-258-3741**

Website: americanexpress.com
Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535
Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

Fees

	Amount
09/27/25 Late Payment Fee	\$40.00
Total Fees for this Period	\$40.00

Interest Charged

	Amount
10/02/25 Interest Charge on Purchases	\$25.00
Total Interest Charged for this Period	\$25.00

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 (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date 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

	Amount
Total Fees in 2025	\$69.00
Total Interest in 2025	\$155.74

Interest Charge Calculation

Days in Billing Period: 30

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

Variable APRs will not exceed 29.99%.

	Transactions Dated	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To		
Purchases	09/21/2025		28.99% (v)	\$6.67
Purchases	04/22/2023	09/20/2025	28.99% (v)	\$24.84
Cash Advances	09/21/2025		29.24% (v)	\$0.00
Total				\$25.00
(v) Variable Rate				

MICAH MARTIN

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MICAH MARTIN

Closing Date 10/02/25

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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 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.

Your Cardmember Agreement

To access the most up to date version of your Cardmember Agreement, please log in to your Account at www.americanexpress.com.

Update to the Disney Credit Benefit

The \$84 Disney Bundle Credit benefit on your Card is changing to a \$84 Disney Streaming Credit benefit. **Effective August 1, 2025**, enrolled Card Members can earn up to \$7 in monthly statement credits after making qualifying purchase(s) online at U.S. websites Disneyplus.com, Hulu.com or Plus.espn.com using their Card. There will no longer be a minimum threshold amount of required purchases in order to receive a statement credit. "Qualifying purchases" include any monthly or annual subscription purchases. Subscription purchases are subject to auto-renewal.

If you are already enrolled in the Disney Bundle Credit, you will not be required to re-enroll in the Disney Streaming Credit benefit unless you transfer to a new product (in which case, re-enrollment in the benefit is required).

Please note that we are in the process of updating marketing and other placements to reflect this change and, therefore, you may see references to the prior benefit until all updates are completed.

PCP Corporate
103 Vista View Trail
Spicewood, TX, 78669
(512) 477-3500



Jan 29, 2026

ORIGINAL PETITION FILING REQUEST

MATT MASDEN
Justice Court 5/1 of MONTGOMERY County
19100 UNITY PARK DR.
MAGNOLIA TX 77355

Re: **AMERICAN EXPRESS NATIONAL BANK**
vs.
MICAH MARTIN

Dear Court Clerk,

Please find enclosed Plaintiff's Original Petition with Attachment(s) for filing with the Court and a copy for each defendant to be filed stamped and returned. We have also enclosed a check for filing fee cost and the issuance of the citation(s). Pursuant to TRCP 502.4(b) if the address does not belong to you precinct, please do not forward to another court for filing, but return the documents unfiled back to our office.

Please issue a citation on the following person or entity:

MARTIN, MICAH
11818 Elizabeth Ct Pinehurst TX 77362

Pursuant to TRCP 501.1 (a) and 501.3 (a) please retain the original citation in the courts file. We respectfully request that the court only return the service copy of the citation to our office along with the file stamped copy of the Petition with Attachment(s). Also, please file stamp and attach this Clerk Letter and filing fee receipt to the citation and:

PLEASE EMAIL THE CITATION BACK TO EFILING@PCPUSA.NET

We will be using a JBCC Certified Process Server, or a person already authorized to serve the citation. Please feel free to contact our office if you have any questions or concerns about this request.

Sincerely,

PCP Team
1-866-PROCESS

PCP#: A26106006
CLT#: 7955478