

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

005-01008-2026

NO. \_\_\_\_\_

CITIBANK, N.A.

§

IN THE COUNTY COURT

§

vs.

§

AT LAW NO. \_\_\_\_ OF

§

DAMINI BHAKTA

§

COLLIN 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 DAMINI BHAKTA, Defendant herein ("Defendant"), and for cause of action would respectfully show this Honorable Court the following:

PARTIES. Plaintiff is CITIBANK, N.A., a National Bank located at 701 E. 60th Street North, Sioux Falls, SD 57117.

Defendant is DAMINI BHAKTA, who may be served with process at **106 N ROLLING MEADOWS DR, WYLIE TX 75098-5159**, 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 Collin 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 December 3, 2016. At all times relevant hereto, Defendant was the primary cardholder under the account.
5. Defendant requested that the account currently bearing number XXXXXXXXXXXX1147 (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 \$18,777.99. 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**

15. 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**

16. 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@mosslawfirm.com

**Meredith Bridges**

**SBN:24080706**

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.**



## Macy's American Express® Account statement



Questions or lost/stolen card?

Call Customer Service 1-800-782-7756 (TTY: 711)



Go to [macys.com/credit](http://macys.com/credit) to manage and pay your account online.

DAMINI BHAKTA

Account number ending in 1147

### Summary of Account Activity

Previous Balance	\$18,215.71
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$41.00
Interest Charged	+\$521.28
<b>New Balance</b>	<b>\$18,777.99</b>
Past Due Amount	\$4,194.90

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$2,477.99
Statement Closing Date	10/17/2025
Next Statement Closing Date	11/16/2025
Days in Billing Cycle	31

### Payment Information

<b>New Balance</b>	<b>\$18,777.99</b>
<b>Minimum Payment Due</b>	<b>\$7,423.17</b>
<b>Payment Due Date</b>	<b>November 13, 2025</b>

**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 \$41.

**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	27 years	\$55,815
\$831	3 years	\$29,910 (Savings = \$25,905)

If you would like information about credit counseling services, call 1-877-337-8181 (TTY: 711).

You can access and manage your credit card account whenever you want – just visit [macys.com/credit](http://macys.com/credit) or "Account" on Macy's mobile App to log in or set up your profile. From there, you can add your card and access online servicing to check your balance, make a payment, enroll in paperless statements and more.

Please note that if we received your payment by phone or online payment between 5 p.m. ET and midnight ET on your Statement Closing Date identified on your last statement, that payment will appear on your next statement.

## ★macy's STAR REWARDS

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is Issued by Citibank, N.A.  
8 MAR 10



PO BOX 790003  
ST. LOUIS, MO 63179-0003

Your Statement Enclosed

### Macy's American Express Account

Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at [macys.com/credit](http://macys.com/credit), or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

See reverse side for address change instructions.

<b>Payment Due Date</b>	<b>November 13, 2025</b>
<b>New Balance</b>	<b>\$18,777.99</b>
<b>Minimum Payment Due</b>	<b>\$7,423.17</b>

Amount Enclosed: \$

Make Check Payable to: Macy's  
▼ Mail to address below ▼

Macy's American Express Account  
PO BOX 658205  
DALLAS TX 75265-8205

DAMINI BHAKTA

EXHIBIT

tabb

1147

#### Information About Your Account.

**Paying Interest.** 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 Special Event 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 Special Event promotion balances first, the Special Event 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.

There's no grace period on Cash Advances. This means you'll pay interest on Cash Advances from the transaction date shown on your billing statement.

**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 Customer Service 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. 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/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **In-Store.** 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.
- **Phone.** Call the Customer Service 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 AutoPay, 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 Customer Service 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 and Phone 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.

**Disputed Amounts.** All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full" or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at P.O. Box 6781, Sioux Falls, SD 57117-6781.

**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 6789, Sioux Falls, SD 57117-6789.

**Bankruptcy Notices.** If you send any notice for bankruptcy purposes relating to this Account, you must mail it to the following address: Bankruptcy Processing, P.O. Box 6786, Sioux Falls, SD 57117-6786.

**Report a Lost or Stolen Card Immediately.** Call the Customer Service number shown on Page 1 of this statement.

**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: Citibank, N.A., P.O. Box 6781, Sioux Falls, SD 57117-6781.

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 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: Citibank, N.A., P.O. Box 6781, Sioux Falls, SD 57117-6781.

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.

The Bloomingdale's American Express Card program and Macy's American Express Card program are issued and administered by Citibank, N.A. American Express is a federally registered service mark of American Express and is used by Citibank, N.A. pursuant to a license.

COB.T15.1.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 Customer Service phone number located on the front of your statement

### Go paperless

Create your online account to easily manage your card.  
Go paperless and simplify even more.



Register for  
online bill pay



Receive email  
reminders



Access your  
statements anytime

Scan the QR code or register at  
[macys.com/gopaperless](http://macys.com/gopaperless)



\*When you register for digital access, you will be required to agree to receive monthly statements and some legal notices electronically only. You can change your delivery preferences at any time after registration by managing the paperless settings for your account.



Account number ending in 1147

**Fees**

Transaction Date	Description	Amount
Oct 13	LATE FEE	\$41.00
	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$41.00</b>

**Interest Charged**

Transaction Date	Description	Amount
Oct 17	INTEREST CHARGE ON PURCHASES	\$521.28
	<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$521.28</b>

**2025 Totals Year-to-Date**

Total Fees Charged in 2025	\$276.00
Total Interest Charged in 2025	\$3,313.18

**Activity and Promotions Detail**

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
TRANSACTIONS										
REGULAR			\$18,215.71		\$41.00	\$521.28	\$18,777.99			
CASH ADVANCES										
REGULAR										
<b>TOTAL</b>			<b>\$18,215.71</b>	<b>\$0.00</b>	<b>\$41.00</b>	<b>\$521.28</b>	<b>\$18,777.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**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
TRANSACTIONS			
REGULAR	33.24% (V)	\$18,466.71	\$521.28
CASH ADVANCES			
REGULAR	33.24% (V)	\$0.00	\$0.00

(V) = Variable Rate





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