# NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

vs.

1242925 NO. IN THE COUNTY COURT JPMORGAN CHASE BANK, N.A. AT LAW NO.

KEVIN L VALDEZ

HARRIS COUNTY, TEXAS

## PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, JPMORGAN CHASE BANK, N.A. ("Plaintiff"), and files this, its Original Petition, complaining of KEVIN L VALDEZ, Defendant herein ("Defendant"), and for cause of action would respectfully show this Honorable Court the following:

PARTIES. Plaintiff is JPMORGAN CHASE BANK, N.A.

Defendant is KEVIN L VALDEZ, who may be served with process at 8802 BLUE HORIZON CT. CYPRESS TX 77433-7454, 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

- Venue is proper in this Court because Harris County, Texas is where the Defendant resides.
- 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 June 28, 2022. At all times relevant hereto, Defendant was the primary cardholder under the account.
- 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 \$21,576.75. A true and correct copy of the Account statement showing the balance sought is attached hereto and marked as <u>Exhibit "1"</u> 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. CAUSE OF ACTION --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. ATTORNEY'S FEES, COURT COST, & POST JUDGMENT INTEREST

15. JPMorgan Chase Bank, N.A. expressly disclaims any request for attorney's fees, court cost, and/or post judgment interest whether or not JPMorgan Chase Bank, N.A. is entitled to such an award by law.

### VI. PRAYER

WHEREFORE, Plaintiff, JPMORGAN CHASE BANK, 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 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 3790

Lubbock, Texas 79464

(806) 796-7375

FAX (806) 771-0062

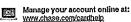
Email: e-Service@mgsslawfirmpc.com

Amber O. Teal

MICHAEL A. MOSS, ATTORNEY IN CHARGE per TRCP 8, SBN 24054360 ATTORNEYS FOR PLAINTIFF

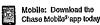
THE DEFENDANT IS PUT ON NOTICE THAT THE TEXAS RULES OF CIVIL PROCEDURE REQUIRE THAT A COPY OF ALL DOCUMENTS FILED WITH THE COURT BE SENT TO OPPOSING COUNSEL.







Customer Service





New Balance \$21,576.75 Minimum Payment Due \$5,188.00 Payment Due Date 07/11/24

# ULTIMATE REWARDS® SUMMARY

Previous poir					
+ 1 Point per	\$1 earned	on all pure	hases	Hadamira	**************************************
+2x Points e					
Total p			ible f	or	
redemi	otion				(

Learn more about your rewards and start redeeming today. Visit Chase Ultimate Rewards® at www.UltimateRewards.com

With Sapphire Preferred, you'll earn 2x points on travel worldwide and a total of 5x points when you purchase travel through Chase Travel(SM). Earn 3x points on dining at restaurants, including eligible delivery services and takeout - around the corner or around the world. Plus, earn 3x points on select streaming services and online grocery purchases (excluding Target®, Walmart® and wholesale clubs).

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 \$40.00 and your APR's will be subject to increase to a meximum 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 additionat charges using this card and each month you pay	batance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	26 years	\$59,261

If you would like information about credit counseling services, call 1-866-797-2885.

### **ACCOUNT SUMMARY**

Account Number:	1563
Previous Balance	\$21,155.24
Payment, Credits	-\$40.10
Purchases	\$0.00
Cash Advances	₹\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$461,61
New Balance	\$21,576.75
Opening/Closing Date	05/15/24 = 06/14/24
Credit Access Line	\$18,400
Available Credit	\$0
Cash Access Line	\$920
Available for Cash	\$0
Past Due Amount	\$4,511.00
Balance over the Credit Acc	ess Line \$3,176.75 <sup>9</sup>
Balance over the Credit Acc	ess Line \$3,176.

### YOUR ACCOUNT MESSAGES

You are over your credit line/credit access line by \$3,176.75. You can pay down your balance faster by including this amount with your payment.

Your account is closed and no longer available for use,



P.O. BOX 15123 WILMINGTON, DE 19850-5123 For Undeliverable Mail Only



The Past Due amount of \$4,511.00 is included in your Minimum Payment. Payment Due Date: 07/11/24
New Balance: \$21,576,75
Minimum Payment Due: \$5,188.00

Account number: 1563

Make/Mail to Chase Card Services at the address below:

KEVIN L VALDEZ 8802 BLUE HORIZON CT CYPRESS TX 77433-7454



CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294

### To contact us regarding your account:



In U.S. 1-800-493-3319
Spanish 1-800-493-3319
Pay by phone 1-800-436-7958
International 1-614-776-7050
We accept operator relay calls



Send Inquirles to: P.O. Box 15298 Wilmington, DE 19850-5298



Mall Payments to: P.O. Box 6294 Carol Stream, IL 60197-6294



Visit Our Website: www.chase.com/cardhelp

### Information About Your Account

Making Your Payments:
The amount of your payment should be at least your minimum payment due, payable in U.S. dotlars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

or in total unpaid balance on your account. You may make payments bacterinically through our website or by one of our customer service phone pumbers above. In using any of these channels, you are authorizing us to windraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization is provided via entry of a personal identification through our website or customer service latelphone numbers prior to the payment processing. If we receive your completed payment request through our of these channels by 11:59 pm. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of the next calendar day. If

If you pay by regular U.S. mall to the Payments address shown on this statement, write your account number on your check or money odds and include the apyment coupon in the savelope. Do not send more than one payment or Coupon per servelope. Do not staple, clip regular of couments. Do not include correspondent apple, clip reash. If we acceled your property regular than the saccine your property regular this satisfament, we will credit to your account hat day, if your apyment is received after 5 pm. local time at our Payments address on this statement, we will credit it your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureau:
We may report intomation about your account to credit bureaus, Late payments, misses with the second to credit bureaus, Late payments, misses could report of the credit credit for the credit credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

P.O. Box 15359, Wininagon, Dit 19825-5369.
To Service And Manage Any Ol Your Account(s):
By providing my mobile phone number, I am giving parmission to be contacted at that number about all of my accounts by JP Morgan Chase and companies working on its behalf. My consent allows the use text messages, artificial or perecorded voice messages and automatic dialing technology for informational and account servicing, but not for sates or telemarketing. Message and data rates may apply.

Authorization To Convert Your Check To An Electronio Transfer Debits When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronio fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your paymant. You will not receive your chack back from your institution.

paymanl. You will not receive your check back from your mauumum.

Conditionel Payments:
Any paymant check or other form of payment that you send us for less then the full balance due that is marked 'paid in full' or contains a similar notation, or that you otherwise lender in full astification of a disputed amount, must be sent to Card Sentices, P.D. Box 15949, Walnington, DE 1955-5549, We reserve all our rights regarding these payments (ag., if is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you still over any remaining to allow any other address. We may accept the other and you still over any remaining to you, not casting it or destroyal is. All other payments the you make a thould be sent to the regular Payment eddress shown on this statement.

statement.

Annual Renewal Notice:
If your Account, Agreement has an annual membership lee, you are responsible for it every year your Account is open. We will add your annual membership lee to your monthly billing statement once a year, whether or not you use your account, Your annual membership lee to your purchase balance and may incur interest. The amount membership lee is non-refundable unless your oddly us that you wish to close your account within 30 days or one billing type (whichever less that you wish to lose your account within 30 days or one billing type (whichever less that you wish to lose your account and annual membership lee ones not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

membership tee will no longer be billed to your Account.

Calculation Of Balance Subject To Interest Rate:

To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To giver your periodic interest charges for each billing when a monthly periodic rate(s) applies, and application of either method (including new transactions) and periodic rate(s) applies are application of either method, or questions about a particular interest charge calculation on your statement, please call us at the lost feel customar service phone number fasted above.

We calculate periodic interest charges separately for each feature (for exemple, purchases, belance transfers, casts advances) or overfait advances, in these calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction, iss for each, balance transfer, cash advance, or check transaction is the amount stated in your Account Agreement. There is a foreign transaction if the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign

Iransaction for some accounts, Please see your Account Agreement for information about these fees...

We add transactions and fees to your daily balance no eartier than:

- the date of the transaction for new purchases, balance transfers, overdraft advances, cash advances, or My Chase Loans;
- the date the payee deposits the check for new cash advance checks or balance transfer checks;
- the date of a related transaction, the date they are posted to your account, or the tast day of the billing cycle, whichever we may choose for fees

choose - for fees

How To Avoid Paying Interest On Purchases:
Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account (or interest Saving Balance) in full each billing period by the date and time due, no interest is charged on the purchases month to month. Also, we will no interest is charged on the purchase balance is the purchase of the purchase from the state and the purchase of the purchase from the state a purchase of the purchase of t

Credit Limit:
If you want to inquire about your oplions to help grevent your account from exceeding your credit limit, please call the number on the back of your

card.
What To Do II Your Think You Find A Mistake On Your Stelement:
If you think there is an error on your stalement, write to us on a separatsheet at Customer Service, P.O. Box 16289, Wilmington, DE 19850-6299.

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.

statement.

You must notify us of any potential errors in writing. You may call us or notify us electronicatly, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

we investigate whether or not there has been an error, the following

- ue:

  We cannot try to collect the emount 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 feas 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 I You Are Dissatisfied With Your Credit Card Purchases; If you are dissatisfied with the goods or services that you have purchased with your cardic card, and you have light in good faith to correct the problem with the merchanl, you may have the right not to pay the remaining amount due on the purchase.

Fo use the 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 S50. (Mole: 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.)
- 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.

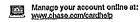
If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our levestigation, we will tell you our declaisp. At that point, if we blank you owe an amount and you do not pay we may report you as delinquent.

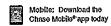
MA05042021

To manage your account, including card payments, alerts, and change of address, visit www.chase.com/cardhelp or call the customer service number which appears on your account statement.









### **ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS A	AND OTHER CREDITS  Late Fee Credit Adjustment	-40.00
05/15	CASH ADVANCE INTEREST CHARGE	10
INTEREST CI	HARGED PURCHASE INTEREST CHARGE	435.01
06/14	CASH ADVANCE INTEREST CHARGE TOTAL INTEREST FOR THIS PERIOD	26.60 \$461.61

2024 Totals Year-to-Date Total fees charged in 2024 \$200.00 Total interest charged in 2024 \$2,578.12

Year-to-date totals do not reflect any fee or interest refunds you may have received.

### **INTEREST CHARGES**

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

		, ' ;		
•	Annual	Balance		
Вајалсе Туре	Percentage	Subject To	Interest	
: 4 A M T	Rate (APR)	Interest Rate	Charges	
PURCHASES	ر وزار دوام در ومیشین سید در است در در در در در از این در	and a second and a second seco		
Purchases	25,24%(v)(d)	\$20,293.10	\$435.01	
CASH ADVANCES				
Cash Advances	29.99%(v)(d)	\$1,044.52	\$26.60	
		and the second	* *	A
BALANCE TRANSFERS				Annual production of the second section of the
: Balance Transfers	. : 25.24%(v)(d)	.0-	0-	
- 15 TTP 17 TTP			31 Day	s in Billing Period
		THE RESERVE OF THE PERSON NAMED IN COLUMN 1		• ;

(v) = Variable Rate
(d) = Dally Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)
Please see information About Year Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Ayold Interest on Purchases, and other important information, as applicable.

# IMPORTANT NEWS

Help keep your savings safe from scammers Get the latest on scams to help keep you and your loved one's money protected. See top scams at chase.com/financialabuse/card

Statement Date: 06/14/24 KEVIN L VALDEZ



# **Automated Certificate of eService**

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 96177571

Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:14 PM CST

# **Case Contacts**

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mosslawfirmpc.con	1/14/2025 8:39:58 AM	NOT SENT