

CAUSE NO.**Navy Federal Credit Union**
Plaintiff,

vs.

DANIEL B SANDERS
Defendant.§ **IN THE COUNTY COURT**
§
§
§ **AT LAW NO. ____**
§
§
§ **OF HARRIS COUNTY, TEXAS****PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Navy Federal Credit Union ("Plaintiff"). a Credit Union, and for cause of action against Defendant Daniel B Sanders, would show unto the Court as follows:

Discovery Control Plan

1. Discovery is to be conducted under Level 1 of Rule 190 of the Texas Rules of Civil Procedure.
2. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

Nature of Case

3. Plaintiff seeks a money judgment for damages arising from Defendant Daniel B Sanders's failure to repay a series of credit accounts which were entered into by the Defendant with various credit grantors and for which the Defendant became obligated to repay. Plaintiff sues herein as a suit on debts and for accounts stated.

Parties

4. Plaintiff, Navy Federal Credit Union, is a Credit Union .
5. Defendant Daniel B Sanders is an adult individual upon whom service of citation may be had at Defendant's residence which is located at 1946 Seakale Ln, Houston, TX 77062 or where they may be found.

Venue

6. Venue is proper in Harris County pursuant to Section 15.002(a)(2) of the Texas Civil Practice and Remedies Code because it is the county of residence for one or more of the defendants at the time the cause of action accrued.

Facts

7. In the usual course of business, the original creditors listed below advanced dollar amounts on credit accounts which Defendant used or authorized to be used for the purchases of goods, merchandise, services or for cash advances and for which Defendant became bound to repay the original creditors for all amounts thereby advanced. The specifics of these accounts are as follows:

- a. Claim 1 arises from a Visa Credit Card Account entered into by Daniel B Sanders with Navy Federal Credit Union (Account No. XXXXXXXXXXXXX7408) on or about 07/15/2020 and charged-off on 09/26/2024. The account is in default. Plaintiff seeks damages of \$18,006.37. (See Exhibit 1).
- b. Claim 2 arises from a Visa Credit Card Account entered into by Daniel B Sanders with Navy Federal Credit Union (Account No. XXXXXXXXXXXXX4823) on or about 11/19/2020 and charged-off on 09/26/2024. The account is in default. Plaintiff seeks damages of \$2,943.39. (See Exhibit 2).

(hereinafter, the above-stated Claims are referred to collectively as the "Accounts" and the originators of the individual Accounts are referred to as the "Account Issuers").

8. The Defendant ceased making the required payments on each of the Accounts, thereby creating defaults.

9. Ultimately the Accounts were charged-off. As of the filing of this lawsuit, there remains an combined, unpaid balance on the Accounts of \$20,949.76.

10. Plaintiff is the true party in interest to these Accounts in that it is the assignee, owner and/or beneficiary of all rights pursuant to an assignment of each Account from the Account Issuer

to Plaintiff.

11. Plaintiff has sent letters to Defendant demanding payment in full of each Account; however, despite delivery of these demand letters, the Accounts have not been paid.

12. There continues to be owed by Defendant to Plaintiff an combined, unpaid balance of \$20,949.76.

COUNT I - Suit on Debt / Account Stated

13. Paragraphs 1 through 12 are incorporated by reference.

14. Plaintiff is the owner and beneficiary of all claims related to the Accounts. In accordance with federal regulations, each of the Account Issuers sent monthly periodic statements for the respective Accounts to the Defendant. Based upon Plaintiff's records, there are no unresolved billing disputes related to the Accounts and the amounts that are due and owing on the Accounts, collectively, is \$20,949.76; said amount being just and true after all lawful offsets, payments and credits have been allowed.

15. Plaintiff is entitled to recover on the Accounts because (i) transactions between the Defendant and the Account Issuers gave rise to an indebtedness, (ii) there existed an agreement between the Defendant and the Account Issuers which established the amount due, and (iii) the Defendant promised to pay the Account Issuers on the debt incurred, but failed to do so.

16. Plaintiff has presented its claims to Defendant for payment, but Defendant has failed and refused to pay the amounts owed.

Conditions Precedent

17. All conditions precedent to Plaintiff's right of recovery have been fulfilled.

[Continued on Next Page]

Prayer

WHEREFORE, Plaintiff Navy Federal Credit Union prays that Defendant Daniel B Sanders be cited to appear and answer herein, that this Court set this matter for hearing, and that upon final hearing hereof, Plaintiff have judgment against the Defendant as set forth herein:

- a. Damages in the amount of \$20,949.76,
- b. Cost of Court, and
- c. For such other relief to which Plaintiff may show itself entitled.

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Respectfully submitted,

SCOTT & ASSOCIATES, P.C.,

/s/ Jennings Kennady

Digitally signed by Jennings Kennady
DN: o=MJSPC, ou=Legal, uid=343764079
Date: 1/14/2025 12:56:40 PM

Jennings Kennady

SBN 24105660

P. O. Box 115220

Carrollton, Texas 75011

Telephone: (866) 298-3155

Facsimile: (214) 234-8454

Courts@scott-pc.com

For Court Inquiries Only: (214) 234-8456

ATTORNEYS FOR PLAINTIFF

Claim Exhibits

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COPY

MINIMUM PAYMENT DUE	PAST DUE PAYMENT	PAYMENT DUE DATE	NEW BALANCE	ACCOUNT NUMBER	AMOUNT ENCLOSED
2,329.06	2,148.06	10/17/2024	18,006.37	XXXX XXXX XXXX 7408	\$.

PLEASE INDICATE CHANGE OF ADDRESS ON REVERSE.

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

NAVY FEDERAL
P.O. BOX 3500
MERRIFIELD VA 22119-3500

DANIEL B SANDERS
1946 SEAKALE LN
HOUSTON TX 77062-6125

** 0175140


XX

ACCOUNT NUMBER XXXX XXXX XXXX 7408
ACCESS NUMBER [REDACTED]

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$18,006.37
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$0.00
New Balance	\$18,006.37
Past Due Amount	\$2,148.06
Over Limit Amount	\$0.00
Credit Limit	\$0.00
Available Credit	NONE
Cash Limit	\$0.00
Available Cash	\$0.00
Statement Closing Date	09/20/2024
Days in Billing Cycle	31

PAYMENT INFORMATION		
New Balance	\$18,006.37	
Minimum Payment Due	\$2,329.06	
Payment Due Date	10/17/2024	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a \$20.00 late fee and your APRs may be increased up to the Penalty APR of 18.00%.		
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	29 years	\$39,581

If you would like information about credit counseling services, call 1-888-503-7106 or visit <https://www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111>.

SELF SERVICE OPTIONS
Go Paperless Access up to 36 months of statements online. Simple, secure, eco-friendly.. navyfederal.org/CCpaperless
Manage on the Go Pay bills, set alerts, and more with Navy Federal Online or the Navy Federal Mobile App. Your finances, your control.  navyfederal.org/CCmobile

REWARDS SUMMARY						
Start Balance	Earned	Bonus	Redeemed	Adjusted	Purged	End Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Rewards Earned Year to Date:				\$4.19		
Redemptions are not permitted on closed or delinquent accounts.						
Earn up to 1.75% cash back on purchases with Direct Deposit.						

2024 TOTALS YEAR-TO-DATE	
Total Fees charged in 2024	\$60.00
Total Interest charged in 2024	\$1,058.49

CREDIT CARD CHANGE OF ADDRESS

ACCESS NO. XXXXXXXXXX		CREDIT CARD NO. 7408	
RANK/RATE	NAME(FIRST	MI	LAST SUFFIX)
NEW ADDRESS			
CITY		STATE	ZIP CODE
APPLICANT OR CO-APPLICANT SIGNATURE		EMAIL ADDRESS	
THIS ADDRESS CHANGE IS APPLICABLE TO:		CELL PHONE	
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express <input type="checkbox"/> ALL APPLICANT'S NFCU ACCOUNTS <input type="checkbox"/> JOINT OWNER(S) - IF NFCU SAVINGS IS A JOINT ACCOUNT		OTHER CONTACT NO. <input type="checkbox"/> HOME <input type="checkbox"/> OTHER <small>(If you provide a cell phone number, Navy Federal has your permission to place automated non-marketing calls and text messages to that number. Message and data rates may apply.)</small>	

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Information About Your Visa® Account

Important Telephone Numbers For Navy Federal® Credit Card Services

For Credit Card Services and Lost Cards, call toll-free1-888-842-6328
 Collect internationally1-703-255-8837
 For toll free numbers when overseas..... navyfederal.org/overseas/
 Emergency Assistance1-800-VISA-911
 Emergency Assistance (from overseas, call collect)1-410-581-9994

Variable Rate Information: Your Standard APR will vary based on the U.S. Prime Rate. This means your APR could increase if the U.S. Prime Rate increases or decrease if the U.S. Prime Rate decreases. An increase or decrease in your APR will affect the total amount of interest you pay. Your APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. Your Margin is a percentage amount that we determine based on an evaluation of your credit history.

Payments: Payments may be made by mail, electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments you mail must be addressed to Navy Federal, P.O. Box 3500, Merrifield, VA 22119-3500. Payments we receive by mail at this address by 5:00 pm ET will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other Navy Federal accounts. We will accept late or partial payments without forfeiting any of Navy Federal's rights under this Agreement. Payments that are marked "paid in full" and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to P.O. Box 3501, Merrifield, VA 22119, Attn: Credit Card Division.

Transactions Made in Foreign Currency: All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

Paying Interest: Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances, balance transfers, and convenience checks on the transaction date.

ATM Cash Advance Fees: None if performed at a Navy Federal branch or ATM. Otherwise **\$0.50** per domestic transaction or **\$1.00** per overseas transaction. If you use your card at an ATM not operated by Navy Federal, you may be charged an ATM fee by the owner of the ATM.

How We Determine The Amount Of Interest Charges: Navy Federal calculates interest charges on your account by applying the periodic rate to the "average daily balance" of your account, including current transactions. To get the "average daily balance", we take the beginning balance of your account each day, add new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges to give us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." You can find your "average daily balance" for each billing cycle in the "Balance Subject to Interest Rate" column of your statement.

Payment Allocation: In general, we will apply your minimum payment to the overlimit amount (if any), interest, and fees first before applying it to principal balances. If your account has balances with different APRs, we will apply the minimum payment first to the balance with the lowest APR before balances with higher APRs. Any payment amount in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on APR.

Billing Rights Summary

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:

Navy Federal Credit Union
 P.O. Box 3501
 Merrifield, VA 22119
 You may also contact us electronically through Online Banking at navyfederal.org.

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:

Navy Federal Credit Union
 P.O. Box 3501
 Merrifield, VA 22119
 You may also contact us electronically through Online Banking at navyfederal.org.

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.

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
Purchases	17.90%	\$0.00	\$0.00
Bal Trf/Conv Chk	17.90%	\$0.00	\$0.00
Cash Advances	17.90%	\$0.00	\$0.00
Please see the Paying Interest section and How We Determine the Amount of Interest Charges section for information about when interest starts to accrue and how you can avoid paying interest.			



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MINIMUM PAYMENT DUE	PAST DUE PAYMENT	PAYMENT DUE DATE	NEW BALANCE	ACCOUNT NUMBER	AMOUNT ENCLOSED
381.52	0.00	03/17/2024	17,194.78	XXXX XXXX XXXX 7408	\$.

PLEASE INDICATE CHANGE OF ADDRESS ON REVERSE.

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

NAVY FEDERAL
P.O. BOX 3500
MERRIFIELD VA 22119-3500

DANIEL B SANDERS
1946 SEAKALE LN
HOUSTON TX 77062-6125

** 0059143

XX

ACCOUNT NUMBER XXXX XXXX XXXX 7408
ACCESS NUMBER [REDACTED]

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$17,204.39
Payments	-\$385.00
Other Credits	-\$0.00
Purchases	+\$163.87
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$211.52
New Balance	\$17,194.78
Past Due Amount	\$0.00
Over Limit Amount	\$0.00
Credit Limit	\$25,000.00
Available Credit	\$7,805.22
Cash Limit	\$7,500.00
Available Cash	\$7,500.00
Statement Closing Date	02/20/2024
Days in Billing Cycle	31

PAYMENT INFORMATION		
New Balance	\$17,194.78	
Minimum Payment Due	\$381.52	
Payment Due Date	03/17/2024	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a \$20.00 late fee and your APRs may be increased up to the Penalty APR of 18.00%.		
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	30 years	\$37,659
\$595	3 years	\$21,420 (Savings = \$16,239)

If you would like information about credit counseling services, call 1-888-503-7106 or visit <https://www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111>.

QUESTIONS
Credit Card Services 1-888-842-6328
Send Billing Inquiries To: Navy Federal Credit Union P.O. Box 3501 Merrifield VA 22119-3501
Send Payments To: Navy Federal P.O. Box 3500 Merrifield VA 22119-3500
To view your account: online visit navyfederal.org .

REWARDS SUMMARY						
Start Balance	Earned	Bonus	Redeemed	Adjusted	Purged	End Balance
\$18.95	\$2.46	\$0.00	\$0.00	\$0.00	\$0.00	\$21.41
Total Rewards Earned Year to Date:				\$2.46		
Redemptions are not permitted on closed or delinquent accounts.						
Earn up to 1.75% cash back on purchases with Direct Deposit.						

TRANSACTIONS						
PAYMENTS AND CREDITS						
Trans Date	Post Date	Reference No.	Description	Submitted By	Amount	
02/20/24	02/20/24	74060954051091215541621	PAYMENT RECEIVED	XXXX XXXX XXXX 7408	\$385.00	
TOTAL PAYMENTS AND CREDITS						\$385.00

CREDIT CARD CHANGE OF ADDRESS

ACCESS NO. XXXXXXXXXX		CREDIT CARD NO. 7408	
RANK/RATE	NAME(FIRST	MI	LAST SUFFIX)
NEW ADDRESS			
CITY		STATE	ZIP CODE
APPLICANT OR CO-APPLICANT SIGNATURE		EMAIL ADDRESS	
THIS ADDRESS CHANGE IS APPLICABLE TO: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express <input type="checkbox"/> ALL APPLICANT'S NFCU ACCOUNTS <input type="checkbox"/> JOINT OWNER(S) - IF NFCU SAVINGS IS A JOINT ACCOUNT		CELL PHONE	
		OTHER CONTACT NO. <input type="checkbox"/> HOME <input type="checkbox"/> OTHER (If you provide a cell phone number, Navy Federal has your permission to place automated non-marketing calls and text messages to that number. Message and data rates may apply.)	

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 Emergency Assistance1-800-VISA-911
 Emergency Assistance (from overseas, call collect)1-410-581-9994

Variable Rate Information: Your Standard APR will vary based on the U.S. Prime Rate. This means your APR could increase if the U.S. Prime Rate increases or decrease if the U.S. Prime Rate decreases. An increase or decrease in your APR will affect the total amount of interest you pay. Your APR is adjusted monthly on the first business day of the month; it is determined by adding a Margin to the U.S. Prime Rate published in the *Wall Street Journal* on the first day of the previous month. Your Margin is a percentage amount that we determine based on an evaluation of your credit history.

Payments: Payments may be made by mail, electronic transfer, or at a branch in person. All payments must be made in U.S. dollars. Payments you mail must be addressed to Navy Federal, P.O. Box 3500, Merrifield, VA 22119-3500. Payments we receive by mail at this address by 5:00 pm ET will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other Navy Federal accounts. We will accept late or partial payments without forfeiting any of Navy Federal's rights under this Agreement. Payments that are marked "paid in full" and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to P.O. Box 3501, Merrifield, VA 22119, Attn: Credit Card Division.

Transactions Made in Foreign Currency: All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

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- **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.

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Navy Federal Credit Union
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TRANSACTIONS				
DANIEL B SANDERS		xxxx xxxx xxxx 7408		
Trans Date	Post Date	Reference No.	Description	Amount
02/11/24	02/12/24	24692164042102622808377	4CHANGE ENERGY 855-784-2426 TX	\$163.87
TOTAL New Activity for DANIEL B SANDERS				\$163.87

INTEREST CHARGED	
Description	Amount
INTEREST CHARGE-PURCHASES	\$5.08
INTEREST CHARGE-BAL TRF/CONV CHK	\$206.44
TOTAL INTEREST	\$211.52

2024 TOTALS YEAR-TO-DATE

Total Fees charged in 2024	\$0.00
Total Interest charged in 2024	\$421.95

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
Purchases	14.90% (v)	\$409.61	\$5.08
Bal Trf/Conv Chk*	14.90% (v)	\$16,626.29	\$206.44
Cash Advances	16.90% (v)	\$0.00	\$0.00
(v) = Variable Rate			
* Bal Trf/Conv Chk = Balance Transfer or Convenience Check. There is no grace period to avoid interest. Interest is assessed from the transaction date to the date the amount is paid in full.			

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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.

ABC Legal Dallas on behalf of Jennings Kennedy
Bar No. 24105660
MJS Courts@abclegal.com
Envelope ID: 96294989
Filing Code Description: Petition
Filing Description:
Status as of 1/16/2025 12:13 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Scott Associates		courts@scott-pc.com	1/16/2025 10:35:54 AM	NOT SENT
ABC Legal		ServeOnlyTX@abclegal.com	1/16/2025 10:35:54 AM	NOT SENT