NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO	1242927	
IPMORGAN CHASE BANK, N.A.	§ 8	IN THE COUNTY COURT
vs	§ 8	AT LAW NOOF
JOHNATAN NINO	\$	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 JOHNATAN NINO, 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 JOHNATAN NINO, who may be served with process at 234 ANDORRA LN, HOUSTON TX 77015-2402, 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 Harris 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 September 27, 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.
- 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 \$20,424.13. 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@mosslawfirmpc.com

athber O. Teal

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

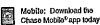
THE DEFENDANT IS PUT ON NOTICE THAT THE TEXAS RULES OF CIVIL PROCEDURE REQUIRE THAT A COPY OF ALL DOCUMENTS FILED WITH THE COURT BE SENT TO OPPOSING COUNSEL.





Manage your account online: www.chase.com/united







New Balance \$20,424.13 Minimum Payment Due \$5,134.00 Payment Due Date 07/23/24

UNITED MILEAGEPLUS AWARD MILES SUMMARY

+ Additional miles earned on United purchases	0
+ Miles earned on all purchases	0
+ Additional miles earned on gas statn purch	:0
+ Additional miles on local transit/commuting	. 0

Total miles transferred to United 0

Thank you for choosing the United Gateway Card, Please visit www.united.com/usemiles to see all your redemption options! 1-800-421-4655 (MileagePlus) 1-800-241-6522 (Reservations)

With your United Gateway Card you earn 2 miles for every \$1 you spend on purchases made directly from United, 2 miles per \$1 spent on gas station purchases and 2 miles per \$1 spent on local transit and commuting. You earn 1 mile per \$1 spent on all other purchases.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fae of up to \$40.00 and your APR's will be subject to increase to a maximum 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 additional charges using this card and each month you pay	balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	26 years	\$55,058

If you would like information about credit counseling services, call

ACCOUNT SUMMARY

70000111		en e	en da esperante de la companya de l
Account Number:	ا کانسان	381	
Previous Balance			\$19,948.74
Payment, Credits			\$0.00
Purchases			\$0.00
			\$0.00
Cash Advances			\$0.00
Balance Transfers			\$0.00
Fees Charged			+\$475.39
nterest Charged			
New Balance			\$20,424.13
Opening/Closing Date		05/2	7/24 - 06/26/24
Credit Access Line			\$17,200
Available Credit			\$0
Cash Access Line			\$860
Available for Cash			\$0
Past Due Amount			\$4,455.00
Balance over the Cret	lit Access Li	ne	\$3,224.13
Character Street Control of the Cont	11.5.52.00	-	

YOUR ACCOUNT MESSAGES

As of September 2, 2024, United GatewaySM, UnitedSM Explorer, UnitedSM Business, United MileagePlus® Select, and United MileagePlus® Awards Cards will no longer have access to the Luxury Hotel and Resorts Collection network or the Complimentary Guest Privileges at those properties as a benefit associated with the cards.

As a Cardmember, you will still continue to earn additional miles on stays booked with your card through United Hotels and access 11,000+ United Hotels VIP Access Properties worldwide. Visit hotels united.com to learn more.

This Statement is a Facsimile - Not an original

MileagePlus UNITED

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

The Past Due amount of \$4,455.00 is Included in your Minimum Payment.

Payment Due Date: New Balance: Minimum Payment Due:

07/23/24 \$20,424.13 \$5,134.00

Account number:

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

JOHNATAN NINO 234 ANDORRA LN HOUSTON TX 77015-2402



CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294

To contact us regarding your account:



Call Customer Service: In U.S. 1-800-323-6252 Spanish 1-888-446-3398 Pay by phone 1-800-4367-958 International 1-847-888-6600 We accept operator relay calls

Send Inquiries 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. dollars 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 lotal unpaid balance on your account.

or the lotal unpaid balance on your account.

You may make payments electronically brough our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw 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 by cancelling your payment haruph our website or customer service letephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a fulture date in your request we will credit your payment as of that day.

Instiday.

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 order and include the payment ocupon in the envelope. Do not send you payment or coupon pay envelope. Do not send you take the documents.

Do not send you take the documents of the coupon pay envelope. The coupon pay take the documents of the payment of the coupon payment of the payment of the your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to 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 information about your Account to credit bureaus. Late
any report information about your Account to credit bureaus. Late
anyments, missed payments or other defaults on your Account may be
reflected in your 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 15389, Withington, DE 19850-5369.

P.D. Box 1539, Wimington, DE 19300-0369.

To Bervice And Manage Any Of Your Account(s):
By providing my mobile phone number, I am giving permission to be growing my mobile phone number, I am giving permission 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 massages, artificial or prerecorded voice messages and automatic disting technology for informational and account servicing, but not for sales or teternarketing, Message and data rates may apply.

Authorization To Convert Vour Check To An Electronic Trensfer Debit; When you provide a check as payment, you authorize us either to use into your care to continue the continue to the continue the con

payment. You will not receive your check back from your instrusture. Conditional Payments:
Any payment check or other form of payment that you send us for less hant the full behance due that is marked 'pald in full' or contains a similar notation, or that you otherwise lander in full satisfaction of a disputed amount, must be sent to Card Services, P. O. Box 15049, Wilmington, OE 18350-5049, We reserve all our rights regarding these payments (e.g., fill is determined there is no valid dispute or I any such check the containing any other address, we may accept the carden containing the containing and the containing it to you have the containing and the containing it to you have the containing the containing and the containing the co

statement.

Annual Renewal Notice:
If your Account Agraement has an annual membership fee, you are responsible for it every year your Account is open. We will add your ennual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee with be added to your purchase belance and may incur interest, the membership fee is non-relundable unless will not provide the second that the second provide your account whether the second provide your account is also and your account. If your Account and to limit your dight 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.

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membersti'p fee will no longer be billed to your Account.

Catouterlon Of Balance Subject To Interest Rate:
To figure your pendic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your perdodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash, advances or overdraft advances). These calculations may combine different categories with expensive properties. Variable rates will vary with the market based on the Prime Rate or such Index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar smount of any foreign

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

We add transactions and less to your daily balance no earlier 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;

2. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose for fees.

3. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose for fees.

How To Avoid Paying Interest On Purchaess:

Your due date will be a minimum of 21 days after the close of each billing cycle, if you pay your account (or laterest Saving Balance) in full each billing period by the data and time due, no laterest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase behance your capp while that balance is subject to an interest-free period. Subject to an interest-free period for new purchases, we will begin charging injers; from the date is transaction (including any balance transfer, cash advance or overdraft advance), feer interest charge is added for your daily before or overdraft advance), feer interest charge is added for your daily before or overdraft advance), feer interest charge is added for your daily before or overdraft advance) from the date at a management of the period to the proposition of the period to the

monun.

Credit Limit:
If you want to inquire about your oplices to help prevent your account from exceeding your credit finit, please call the number on the back of your card.

Card.

What To Ook Your Think You Find A Kilstake On Your Stetement:
If you think there is an arror on your statement, write to us on a separate sheet of Customer Service, P.O. Sox 15299, Wilmington, DE 19850-5299.

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 it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

atement outly us of any potential errors in writing. You may call us or olify us efectionically, but if you do we are not required to investigate any otential errors and you may have to pay the amount in question.

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

- 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 stalement, and we may continue to charge you interest on that amount, but, if we determine that we made a midate, you will not have to pay the amount in question or any interest or other fees related to that amount.
- White 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 Dissells(lied With Your Credit Card Purchases: If you are dissaltslied with the goods or services that you have purchased with your credit card, and you have tried in good talk to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

use the right, all of the following must be true:

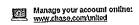
- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Notice must have been more than \$50. (Notice must have been more than \$50. (Notice more stary if your purchase was based on an advertisement we mater 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.

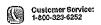
If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in whing at Customer Service, P.O. Box 15239, Wilmington, DE 19850-5299.

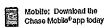
While we investigate, the same rules apply to the disputed amount as classured above. After we finish our investigation, we will tell you our decision. At hat point, live think you owe an amount and you do not pay we may report you as delinquent.

MAG5042021

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.







YOUR ACCOUNT MESSAGES (CONTINUED)

You are over your credit line/credit access line by \$3,224.13. You can pay down your balance faster by including this amount with your payment.

Your account is closed and no longer available for use.

ACCOUNT ACTIVITY

	Date of Transaction	Merchant Name or Transaction Description	\$ Amount
• •	INTEREST 06/26	CHARGED PURCHASE INTEREST CHARGE TOTAL INTEREST SAR THIS PERIOD	475.39 \$475.39

you may have received.

Total fees charged in 2024

\$160.00 \$2,642.42

Total interest charged in 2024 Year-to-date totals do not reflect any fee or interest refunds

INTEREST CHARGES

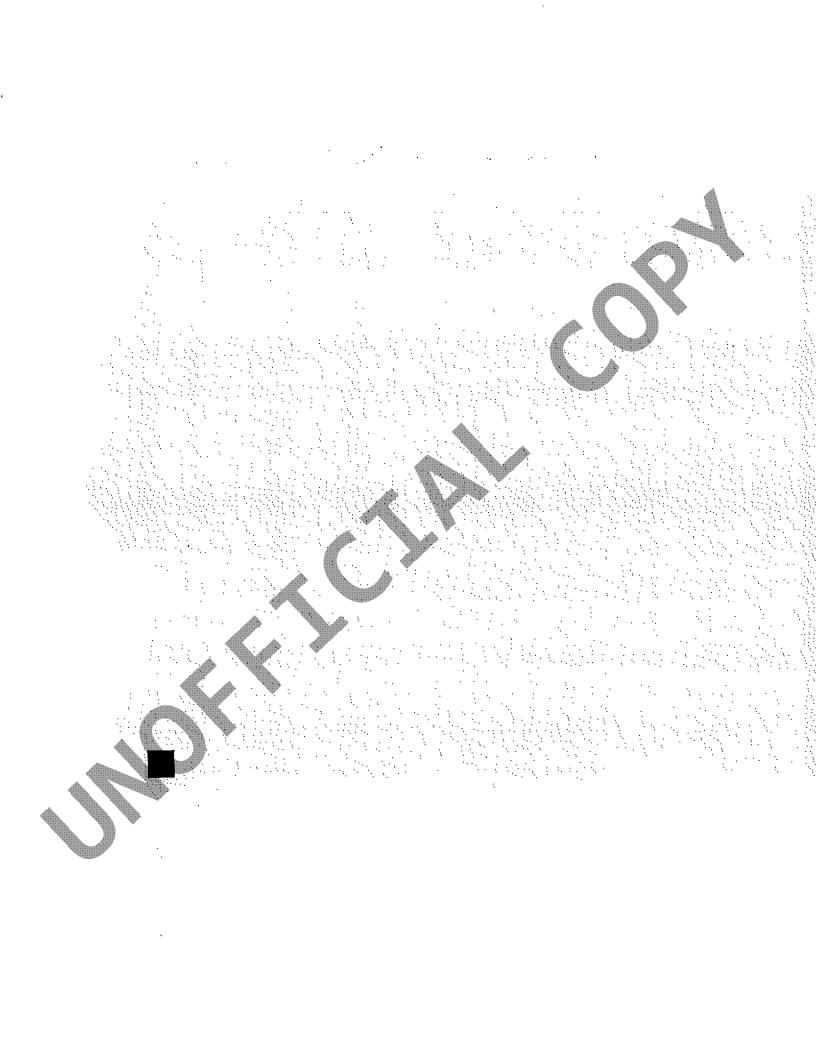
Your Annual Percentage Rate (APR) is the annual interest rate on your account.

to the said	Annual	Balance		
Balance Type	Percentage	Subject To	Interest	
	Rate (APR)	Interest Rate	Charges	
PURCHASES		\$20,177.86	\$475.39	
Purchases	27.74%(v)(d)	φεο,,,,,,ου	() () () () () () () () () ()	
CASH ADVANCES	10.00			
A STATE OF THE PARTY OF THE PAR	29.99%(v)(d)		-0-	٠
Cash Advances	25100			
BALANCE TRANSFERS				
Balance Transfers	27.74%(v)(d)		na Para la Dillog Resind	
			31 Days in Billing Period	,

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid 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



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: 96178317

Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:28 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mosslawfirmpc.com	1/14/2025 8:52:06 AM	NOT SENT