

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**NO. 1243099

CITIBANK, N.A.

vs.

JOSE D CERVANTES

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IN THE COUNTY COURT

AT LAW NO. ___ OF

HARRIS 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 JOSE D CERVANTES, Defendant herein ("Defendant"), and for cause of action would respectfully show this Honorable Court the following:

PARTIES. Plaintiff, CITIBANK, N.A. is located at 701 E. 60th Street North, Sioux Falls, SD 57117. CITIBANK, N.A. is the successor by merger to Citibank (South Dakota), N.A.

Defendant is JOSE D CERVANTES, who may be served with process at 3406 CAMELLIA AVE, PASADENA TX 77505-2103, 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 November 29, 2012. At all times relevant hereto, Defendant was the primary cardholder under the account.
5. Defendant requested that the account currently bearing number XXXXXXXXXXXXXXX4402 (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 \$27,306.44. 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

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. ATTORNEYS' FEES

15. 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.

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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

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By: 

Amber O. Teal

REC-24092918

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.**

Citi Diamond Preferred® Card**citi****JOSE D CERVANTES**

Member Since 2012 Account number ending in: 4402

Billing Period: 06/08/24-07/05/24

Billing Inquiries and Customer Service

BOX 6500 SIOUX FALLS, SD 57117

1-800-823-4086, (TTY: 711)

www.citicards.com

JULY STATEMENT

Minimum payment due: **\$27,306.44**
New balance as of 07/05/24: **\$27,306.44**
Payment due date: **07/05/24**

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 \$41 and your APRs may be increased up to the 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...	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	1 month(s)	\$27,306

For Information about credit counseling services, call 1-877-337-8198 (TTY: 711).

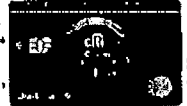
Your account is currently enrolled in a settlement agreement; please refer to the letter sent for terms/conditions and payment requirements.

Account Summary

Previous balance	\$27,306.44
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$27,306.44

Credit LimitCredit limit **\$24,000**

Includes \$600 cash advance limit

MY DEALS

Get access to a range of savings on gift cards, local offers and daily deals, all through the Citi Mobile® App or online.

For Payments, send check to: CITI CARDS, PO BOX 78045, PHOENIX, AZ, 85062-8045

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due **\$27,306.44**
New balance **\$27,306.44**
Payment due date **07/05/24**

Amount enclosed:

Account number ending in 4402
Please make check payable to CITI CARDS.

000000 MC 42 A 0

JOSE D CERVANTES

CITI CARDS
PO BOX 78045
PHOENIX, AZ 85062-8045

EXHIBIT

tabbies

4402

JOSE D CERVANTES

Account Summary

Trans. date	Post date	Description	Amount
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Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Total interest charged in this billing period	\$0.00
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2024 totals year-to-date

Total fees charged in 2024	\$235.00
Total interest charged in 2024	\$3,654.21

Interest charge calculation

Days in billing cycle: 28

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	28.99% (V)	\$0.00 (D)	\$0.00
Pur Pr 012624	28.99% (V)	\$0.00 (D)	\$0.00
Pur Pr 042624	28.99% (V)	\$0.00 (D)	\$0.00
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions). Balances followed by (A) are determined by the average daily balance method.

Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mossfirm.com	1/18/2025 1:31:37 PM	NOT SENT

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