# NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

1242931

NO		
JPMORGAN CHASE BANK, N.A.	\$ \$ \$	IN THE COUNTY COURT AT LAW NO OF
JOE HUYNH	\$ \$	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 JOE HUYNH, 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 JOE HUYNH, who may be served with process at 27109 REGAL GREEN LN, KINGWOOD TX 77339-5000, 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 June 12, 2017. 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 \$21,686.13. A true and correct copy of the Account statement showing the balance sought is attached hereto and marked as <a href="Exhibit" "Exhibit" "Exhibit" "Exhibit" "Exhibit" 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) 796-737\$

FAX (806) 7/1-006/2

Email: e-Service@mdsslawfirmpc.com

By:

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.

**ULTIMATE REWARDS®** 

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New Balance \$21,686.13 Minimum Payment Due \$4,929.95 Payment Due Date 08/28/24

SUMMARY Previous points balance + 3 Points per \$1 earned on travel + 3 Points per \$1 earned on dining + 1 Point per \$1 on all other purchases Total points available for redemption

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

Get an annual travel credit for your first \$300 in travel purchases. Earn 3X points on travel purchases thereafter.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a tate fee 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	\$56,196

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

### ACCOUNT SUMMARY

Credit Access Line	\$19,000
New Balance Opening/Closing Date	\$21,086.13 07/04/24 - 08/03/24
Interest Charged	<u>+\$459.76</u>
Fees Charged	\$0.00
Balance Transfers	\$0.00
Purchases Cash Advances	\$0.00 \$0.00
Payment, Credits	\$0.00
Account Number:  Previous Balance	6179 \$21,226.37

# YOUR ACCOUNT MESSAGES

Effective October 10, 2024, you will not be able to use Chase credit cards to pay for third-party Buy Now Pay Later ("BNPL") installment plans. Payments to these installment plans (e.g., Klarna, AfterPay, etc.) using your Chase credit card will be declined.

If your Chase credit card is used for any of these recurring BNPL plans, please update the payment method with your BNPL provider to avoid any missed payments or late fees (if applicable).

CHASE O SAPPHIRE RESERVE"

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

The Past Due amount of \$4,253.95 is Included in your Minimum Payment.

Payment Due Date: New Balance: Minimum Payment Due:

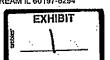
08/28/24 \$21,686,13 \$4,929,95

Account number:

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

JOE HUYNH 27109 REGAL GREEN LN KINGWOOD TX 77339-5000

CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294



### To contact us regarding your account:



In U.S.1or Customer Service Specialist 1-800-436-7970 Spanish 1-800-436-7970 Pay by phone 1-800-436-7968 International 1-614-776-7050 We accept operator relay calls



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



Mail 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:

Making Your Payments: The amount of your payment should be at least your minimum payment due, psyable in U.S. dollars and drawn on or psyable through a U.S. financial in lithuition or the U.S. branch of a foreign financial in lithuition or the U.S. branch of a foreign financial in lithuition or the lotal unpaid balance on your account.

or me total unpaid balance on your account.

You may make payments electronically through our website of 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 hrough our website or customer service latephone numbers prior to the payment processing. If we receive your compitated 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 \$159 p.m. 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 that day.

that day.

If you pay by regular U.S. mail to the Payments address shown on his statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not steele, elp or lape the documents. Do not include correspondence, Do not send cash, if we receive your property prepared payment on any day by 5 pm. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 pm. local time at our Payments address on this statement, we will credit it to your account has of the next cleanded ray.

For all other payments or for any payment type above for which you do not follow our payment last uclions, 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
payments, missed payments or other details 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 Chasa Card Services
P.O. Box 15369, Wilmington, DE 19850-5369.

Process of the control of the contro

payment. You will not receive your check back from your institution.

Conditional Payments:
Any payment check or other form of payment that you send us for less
than the full balance due that is marked 'paid in fest or contains a similar
notation, or that you otherwise tender in full satisfaction of a disputed
amount, must be sent to Card Services, P.O. Box 15049, Vitangion, Dis
19850-5049, Wa reserve all our rights regarding these payments for, in
19850-5049, Wa reserve all our rights regarding these payments for, or
19850-5049, Wa reserve all our rights regarding these payments for, or
19850-5049, was reserved to the check and you still own any
remaining batance). We may refuse to except have yout payments that
you make should be sent to the regular Payment address shown on this
stalament.

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 fea to your monthly billing statement once a year, whether on lot you use your account. Your annual membership fee will be added to your purchase balance and may larur interest. The annual membership fee is non-retundately enters your notice will be added to your purchase balanced on the class you notice will be added to your purchase balanced and may be not notice to the annual membership fee is belied. Your payment of the annual membership fee is billed. Your payment of the annual membership fee is billed. Your payment of the annual membership fee is billed. Your payment of the annual membership fee is does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account as closed by you or us, the annual membership fee will not tonger be billed to your Account.

Cateriatelian DI Balance Subject To Interest Rate:

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Calcuteflon O Balanca Bubject To Interest Rate:

To figure your periodic interest charges for each billing cycls when a daily periodic trafe(s) applies, we use the daily blance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic crate(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 calcuteston on your statement, please call us at the toll feee customer service prone number listed above.

We catculate periodic interest charges apparately for each lealure (for example, purchases, balance transfers, cash advances to vertical advances to vertical advances or vertical extensions of the control of the cont

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

We add transactions and fees 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;
- 2. the date the payee deposits the check for new cash advance checks or balance transfer checks;
- 3, the date of a related transaction, the date they are gosted to your account, or the last day of the billing cycle, whichever we may choose for fees

choose - for fees

Yow To Avold Paying Interest On Purchases:
Your die dale 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 hins due, no interest is charged on new purchases month to morth. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to any interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction fincleding any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account just in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges orn new purchases if you have another batance at a higher interest rate unless you pay your batance (or interest Saving Balance) in full each month.

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

What To Do If Your Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us on a separate sheat at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5289.

### In your latter, 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 mislake.

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

You must notify us of any cotenilal errors in writing. You may call us or notify us electronically, 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 see 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 stalament, and we may continue to charge you interest on that amount. But, if we datemine 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 befance.
- We can apply any unpaid amount against your credit smil.

Your Rights If You Are Dissettsfled With Your Credit Card Purchases: If you are dissatisfled with the goods or sarvices that you have purchased with your credit card, and you have that in good fath to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

- 4. 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 550, (NoLE). Notifier of these are necessary if your purchase was based on an advantament 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 each 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 dissalistied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wildnington, OE 19850-5299.

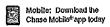
White we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we blink you owe an amount and you do not pay we may report you as definquent.





To manage your account, including card payments, alerts, and change of address, visit <a href="https://www.chase.com/cardhelp">www.chase.com/cardhelp</a> 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 \$2,686.13. 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				٠.		
Transaction		Merchant	Name or Transaction Descr	iption ,		\$ Amount
INTEREST CH	ARGED	TOTAL CONTRACTOR OF THE SECOND			29000000000000000000000000000000000000	
08/02		NTEREST CHAI	RGE			184.94
08/02		ANSFER INTER			•	274.82
	TOTA	L INTEREST FO	R THIS PERIOD			\$459.76

2024 Totals Year-to-Date Total fees charged in 2024 Total interest charged in 2024 \$258.00

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

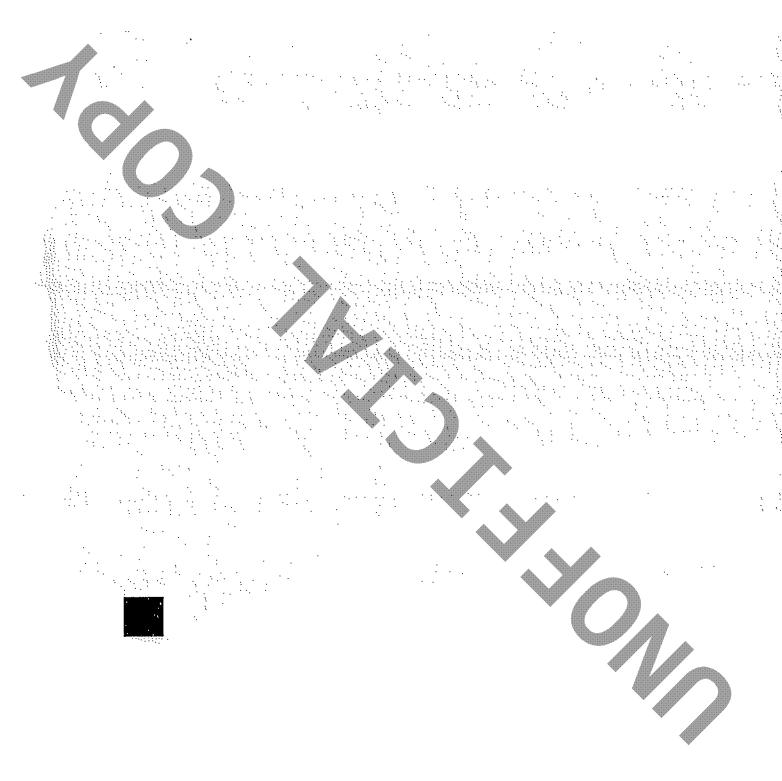
### INTEREST CHARGES

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

• •	. Annual	. Balance	
Balance Type	. Percentage	Subject To Interest	
	Rate (APR)	Interest Rate Charges	
PURCHASES			
Purchases	, 25,24%(v)(d)	. \$8,627.57 \$184.94	•
·			•
CASH ADVANCES		<u>erannagan kanan baharan kanaksa kanan kan</u>	######################################
Cash Advances	29.99%(v)(d)	-0-	
44.75			
BALANCE TRANSFERS		<u> Contraction and the contraction of the contractio</u>	<u> </u>
Balance Transfers	25.24%(v)(d)	\$12,820,40 \$274.82	• •
		31 🖯	lavs in Billing Period

(v) = Variable Rate
(d) = Dally Balance Method (including new transactions)
(a) = Average Dally 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, es applicable.

Statement Date: 08/03/24 JOE HUYNH. . . . Page 2 of 2.



# **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.

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Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:38 PM CST

### **Case Contacts**

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mosslawfirmpc.com	1/14/2025 9:23:06 AM	NOT SENT