NOTICE: THIS DOCUMENT	
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NO	
JPMORGAN CHASE BANK, N.A.	§ IN THE COUNTY COURT
	§ ATIAWNO OF
vs.	§ AT LAW NO OF
ESAUD BARRERA aka ESAUD	§ HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

BARRERA REYES

COMES NOW, JPMORGAN CHASE BANK, N.A. ("Plaintiff"), and files this, its Original Petition, complaining of ESAUD BARRERA aka ESAUD BARRERA REYES, 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 ESAUD BARRERA aka ESAUD BARRERA REYES, who may be served with process at 23202 BARRINGTON BLUFF TRL, SPRING TX 77373-2016, 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 July 7, 2021. At all times relevant hereto, Defendant was the primary cardholder under the account.
- 5. Defendant requested that the account currently bearing number XXXXXXXXXXXXXX7766 (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 \$23,518.84. 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

Amber O. Teal CRC-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.





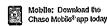
Manage your account online at: yww.chase.com/cardhetp



Customer Service: 1-800-524-3880

CHASE FREEDOM UNLIMITED

REWARDS SUMMARY



		Jh	y 20	24			
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.14	15	16	17.	: 18	.19	: 20	Ś
21	22	20	24	25	26	27	
28	29	30	31.	1	2	3	
4	5	6	7	8	9	10	

New Salance \$23,518.84 Minimum Payment Due \$5,919.00 Payment Due Date 07/23/24

	points balance
	.5 Pts)/\$1 earned on all purchases
	5 Pts)/\$1 addi on Dining purchases
	5 Pls)/\$1 addl on Drugstore purchases 0
+ 3.5%(3	5 Pts)/\$1 addl on Uit Rewards travel 0
Rent Somewheel	points available for nption 0

Start redeeming today, Visit Ultimate Rewards® at www.ultimaterewards.com

You earn unlimited 5% Cash Back rewards on travel purchased through Ultimate Rewards, unlimited 3% cash back on dining at restaurants and drugstore purchases, and unlimited 1.5% cash back on all other purchases. It's automatic! Redeem for cash with no minimum, and your Cash Back rewards do not expire as long as your account is open.

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 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	27 years	\$63,994	

If you would like information about credit counseling services, call 1-886-797-2885.

ACCOUNT SUMMARY

MOODOLLI COMINI	**
Account Number:	7766
Previous Balance	\$22,966.58
Payment, Credits	\$0,00
Purchases 🐞	\$0.00
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>+3552.26</u>
New Balance	\$23,518.84
Opening/Closing Date	05/27/24 - 06/26/24
Credit Access Line	\$21,100
Available Credit	\$0
Cash Access Line	\$1,055
Avaltable for Cash	\$0
Past Due Amount	\$5,132.00
Balance over the Credit Acces	s Line \$2,418.84

YOUR ACCOUNT MESSAGES

You are over your credit line/credit access line by \$2,418.84. 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 \$5,132.00 is included in your

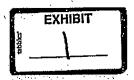
Minimum Payment.

Payment Due Date: New Balance: Minimum Payment Due: 07/23/24 \$23,518.84 \$5,919.00

Account number: 776

Make/Ma

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



CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294

ESAUD BARRERA 23202 BARRINGTON BLUFF TRL SPRING TX 77373-2016

To contact us regarding your account:



Call Customer Service: in U.S., 1-800-524-3880 Spanish 1-888-445-3008 Pay by phone 1-800-486-7958 international 1-302-594-8200 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:

Information About Your Account

Itaking 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. insanctial ristlution or the U.S. banch of a foreign linancial institution. You can pay down balances faster by paying more than the minimum payment or the lotal unpaid balance on your account.

or the lolat unpaid balance on your account.

You may mete payments electronically through our website or by one of our customer service phone numbers above. In using any of these thannis, you are subhorbing us to willholder funds as a on-sine 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 through our website or customer service telephone numbers prior to the payment processing. If we receive your complated payment request through one of these channels by 11:59 pm. Eastern Time, we will credit your payment as of the naxt calendar day, if we receive your request after 11:59 pm. Eastern Time, we will credit your payment as of the naxt calendar day, if you spacify a tuture date in your request we will credit your payment as of the naxt calendar day. If you spacify a tuture date in your request we will credit your payment as of hat day.

mat day.

If you pay by regular U.S. mail to the Payments address shown on bits statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not saind more than one payment or coupon per envelope. Do not stople, clip or tope the payment or coupon per envelope. Do not stople, clip or tope the receive your property prepared payment on any day by 5 m.m. local time at our Payments address on this statement, we will credit to 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.

Agoount Information Reported to Credit Bureau:
We may report information about your Account to credit bureaus. Late
Systems and the state of their detailst on your Account may be
selected in your credit report. If you think we have reported inaccurate
Information to a credit bureau, please write to us at Chase Card Sorvices
P.O. Box 15369, Wilmington, DE 19850-5369.

P.O. Box 1936s, Yusimington, Dr. 2800-99093.
To Getrice And Illanges Any Of Your Account(e):
By providing my mobile phone number, I am giving permission to be contacted at Illah number about all of my accounts by JP Morgan Chase and companies working on its behalf. My consent allows the use text messages, afficial or prerecorded voice messages and automatic disling ischnology for informational and account servicing, but not for sales or telemarketing. Message and data reles may apply.

reterminations, nessage and data rates may apply.

Authorization To Convert Your Cheok To An Electronia Transfer Debit:
When you provide a check as payment, you authorize us either to use
information from your check to make a one-time electronic four from your
form, your secount or to process the payment as a check. Your bank
account may be debited as soon as the same day we receive your
payment. You will not receive your check back from your institution.

payment. You will not receive your creek your creek you. The your send us for less conditional Payments:
Ond distant Payments:
Onthe the field bases due that is marked paid in full or contains a similar solution, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Cord Services, P.O. Bux 15049. Wilmington, DE 19850-5049. We reserve all our rights reporting these payments legg, if it 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 owe any return to accept, any such payment by returning it to you not cashing it or destroying it of your payment to the payment of the payme

statement.

Annual Renaval Notice:

If your Account Agreement has an annual membership fee, you are responsible for it every your your Account is open. Yet will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your somal membership fee will be added to your purchase behance and may keep interest. The angular membership fee is non-refundably upless your letters. If he angular membership fee is non-refundably upless you got it whichever is less) to be a supplied to the statement on which the annual emembership fee is alled a Your payment of the annual membership fee does 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 Rote:
To Roure your periodic Interest charges for each billing cycle when a daily periodic ratefs) applies, we use the daily balance method (including new transcultens). To Eyure your periodic Interest charges for each billing cycle when a monthly periodic talefs) applies, we use the average daily balance method (industing new transcultens). For an explanation of either method, or questions about a particular laterest charge calculation on your statement, please cell as at the foll free customer service phone number lated above.

Isted above.

We calculate periodic interest charges separately for each feature (for example, purchases, belance transfers, cash advances or overdingly advances). These calculations may combine different categories with the same periodic yates. Variable rates will very with the market based on the Prings Rate of such notex described in your Account Agreement. These extensions are the properties of the pr

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

We add transactions and face to your daily balance no earlier than:

- the dale 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 last day of the billing cycle, whichever we may choose for fees

account, or the last day of the billing cycle, whichever we may 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 for Interest Saving Balance) in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject on interest if rep period. Subject to any interest there period for not purchases, we will begin charging interest from the date is transaction for the control of the control o

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 separa sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-8299

- 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 Problam: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

mistake.

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

statement.

You must notify us of any potential, errors in writing. You may call us or notify us electionically, 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

- cannot by to collect the amount in question, or report you as
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine highly we made a mistake, 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.

four Flights If You Are Dissalistied With Your Credit Cerd Purchases: I you are dissalisted with the goods or services that you have purchased with your credit card, and you have tired in good faith to correct the robblem with the merchant, you may have the right not to pay the emphiling amount due on the purchase.

To use the right, all of the following must be kue:

- 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 are necessary if your purchase was based on an adventisement 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.

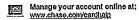
If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299.

While we investigate the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our dachaon. At that point. If we think you owe an amount and you do not pay we may report you as definition.

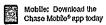
MA05042021

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 \$ Amount Merchant Name or Transaction Description INTEREST CHARGED PURCHASE INTEREST CHARGE TOTAL INTEREST FOR THIS PERIOD 552.26 \$552.26

> Total fees charged in 2024 Total interest charged in 2024 \$160.00 \$3,069.44

> 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.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
	27.99%(v)(d)	\$23,232,66	\$552.26
	29.99%(v)(d)	- 0 -	-0
BALANCE TRANSFERS Balance Transfers	27.99%(v)(d)	- 0 -	0 - 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

Statement Date: 06/26/24

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Envelope ID: 96177280

Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:07 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mosslawfirmpc.com	1/14/2025 8:35:10 AM	NOT SENT