NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO	
PMORGAN CHASE BANK, N.A. §	IN THE COUNTY COURT
ys,	AT LAW NO OF
PHI A DINH	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 PHI A DINH, 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 PHI A DINH, who may be served with process at 10307 MACKIES RUN LN, CYPRESS TX 77433-3401, 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 18, 2011. 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 \$21,549.92. 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

3BC:24092918

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

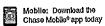
THE DEFENDANT IS PUT ON NOTICE THAT THE TEXAS RULES OF CIVIL PROCEDURE REQUIRE THAT A COPY OF ALL DOCUMENTS FILED WITH THE COURT BE SENT TO OPPOSING COUNSEL.





Manage your account online:







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 \$49.00 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 minimu 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	
Only the minimum payment	25 years	\$50,477

UNITED MILEAGEPLUS AWARD MILES SUMMARY

The state of the s
+ 1 mile per \$1 spent on all purchases 0
+ Additional miles earned on United purchases 0
+ Additional miles earned at restaurants 0
+ Additional miles earned on hotel stays 0

Total miles transferred to United 0

Log onto united.com for more information about your MileagePlus account and program benefits or to book travel.

Thank you for using your United(SM) Explorer Card. Use your Card for all your purchases to earn MileagePlus award miles that can be used for flights on United and for many other award options. You'll earn 1 mile per \$1 spent on all purchases and 1 additional mile on airline tickets, seat upgrades, Economy Plus®, intlight food, beverages and WI-FI purchased from United. You'll also earn 1 additional mile per \$1 spent (for a total of 2) on purchases at restaurants and on hotel stays when booked directly through the hotel.

If you would like information about credit counseling services, c 1-868-797-2885.

ACCOUNT SUMMARY

Previous Balance Payment, Credits Purchases Cash Advances	\$21,204.87 -\$40.09 \$0.00 \$0.00
Purchases	\$0.00
Coch Advances	\$0.00
Casil Auvailees	
Balance Trensfers	\$0,00
Fees Charged	\$0.00
Interest Charged	+\$385,14
	\$21,549.92
Opening/Closing Date 05/19/24	4 - 06/1 8/2 4
Credit Limit	\$20,600
Available Credit	\$0
Cash Access Line	\$1,030
Available for Cash	\$0
Past Due Amount	\$4,145.38
Balance over the Credit Limit	\$949.92

YOUR ACCOUNT MESSAGES

As of September 2, 2024, United GatewaySM, UnitedSM Explorer, UnitedSM Business, United MileagePtus® Select, and United MileagePtus® 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.



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

The Past Due amount of \$4,145.38 Is included in your Minimum Payment.

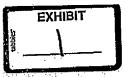
Payment Due Date: New Balance: Minimum Payment Due:

07/15/24 \$21,549.92 \$4,745,38

Account number:

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

PHI A DINH 10307 MACKIES RUN LN CYPRESS TX 77433-3401



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 1-885-446-3308 Pay by phone 1-800-435-7958 International 1-847-888-6600 We accept operator relay calls

Bend inquirles to: P.O. Box 15298 Wilmington, DE 19850-5298



Mail Payments to: P.O. Box 6294 Carol Stream, IL 60197-8294



Visit Our Website: www.chase.com/cardhelp

Information About Your Account

Information About Your Account

Making Your Payments:
The smount of your payment should be at least your minimum payment to expectable in U.S. dollars and drawn on or payable through a U.S. Inhanold institution or the 14% branch of a foreign financial institution. You can pay down balances laster by paying more than the minimum payment or the lotal unpaid balance or your account.

You may make payments electronically through our website or by one of our customer service phone numbers above, in using any of these channels, you are authorizing us to withdraw thinds as under electronic funds transfer from your bank account of a present and the electronic funds transfer from your bank account of a present identification number. You may revoke time service account of a present identification through our wearing. If we necessary our completed payment request form of of these channels by 11:59 pun. Eastern Time, we will credit your payment as of the hart cleaning a fund of the payment as of the service and in your spacify a future date in your request we will credit your payment as of the next cleaning and the payment as of the later.

that day, "a rower date in your request we will credit your payment as of it you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and notude the payment coupon in the anxelope, Do not starte, citip or tape the occuments. Do not include correspondence. Do not send cash, if we receive your property prepared payment or say day by 5 p.m. local time at our Payments address on hits 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 by your account 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;
Ne 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 Chase Card Services
P.O. Box 15369, Wilmington, DE 19850-5359.

T.O. BOX 19309, visimington, DE 199309-3094.

To Service And Manage Any Cl Your Account(s):
By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JP Morgan Chasse and companies working on its behalf, My containt allows the use text missages, artificial or prerecorded votice messages and automatic dialorg itechnology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

. Islamarkeing. Massage and data rates may apply.

Authorization To Omment Your Check To An Riccirconio Transfer Debit:
When you provide a check as payment, you authorize us either to use
information from you're check to make a one-time electronic bard transfer
from your account or process the payment as a check. Your bank
account or the payment of the payment as a check. Your bank
account or the payment of the payment of the same day we receive your
payment. You will not raceive your check back from your institution.

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 attain the full brained has been a similar notation, or hand of the condition of th

your make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice:

If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your responsible for it every year your Account is open. We will add your renount membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase behance and may incur interest. The annual membership fee is non-refundable unless your notify us this result in the close your account within 30 days or other than annual membership fee is non-refundable unless your annual membership fee to see your Account and to finity your right to not affect our clights to close your Account and to finity 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. To spure your pendice interest charges for each billing cycle when a daily pendice rate(s) applies, we use the daily balance method (including new transactions). To figure your pendice interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the everage daily balance method (including new transactions). To an explanation of sithar method, or questions about a particular interest charges for each billing cycle when a laber and the site of the periodic rate of year and periodic or year and the periodic periodic rate of the periodic of year statement, please call us at the toll free customer service phone number fisted above.

We calculate periodic interest charges separately for each feature (for

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These setuplations may combine different categories with examp periodic rises. Variabla rates will vary with the market based on the Primarket back indust described in your Account Agreement. There is a foreign transaction in the amount stant in your Account Agreement, There is a foreign transaction for the amount stant in your Account Agreement. There is a foreign transaction for the amount stant in your Account Agreement. There is a foreign transaction for each 3% of the U.S. dollar amount of any foreign

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

- We add transactions and fees to your daily balance no earlier than: the date of the transaction - for new purchases, balance transfers, overdiaft advances, cash advances, or My Chase Loans;
 - the date the payer 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

choose for fees

How To Audd 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 (or Interest Saving Batance) 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 increase a subject to an interest beginned to the control of a purchase balance or report and the close of saving both of the control of a purchase balance or report of the close of the control of the c

Gredit Limit:

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

card.
What To Oo 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 15289, Wilmington, DE 19850-5299.

In your tetter, give us the following information:

- · Account Information: Your name and Account number.
- Oplier amount: The dollar amount of the suspected error.
- Description of Problem: If you blink there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

You must notify us of any potential 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 are true:

- We cannot lry 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 mistack, 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 Right! You are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your cardic tard, and you have brief 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 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 mating address, and the purchase price must have been more than \$50. (Note: Nather of these are accessary if your purchase was based on an adventisement we realized 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 edvances 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.

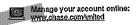
 at of the criteria above are met and you are still dissatisfied with the rotase, contact us in writing at Customer Service, P.O. Box 15293, imington, DE 19850-5299.

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

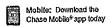
MA05042021

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.









YOUR ACCOUNT MESSAGES (CONTINUED)

You are over your credit line/credit access line by \$949.92. 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
PAYMENTS AND	OTHER CREDITS	
05/15	Late Fee Credit Adjustment	-40.00
05/19	PURCHASE INTEREST CHARGE	09
INTEREST CHAR	Annual Control of the	385.14
06/18	PURCHASE INTEREST CHARGE	\$385.14
•	TOTAL INTEREST FOR THIS PERIOD	4-20-111

-		2024 Totals	Year-to	Date		
	Total fees charg					00.00
1	Total interest ch	harged in 2024			\$2,1	69.75

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 Interest Rate Charges	
:		Rate (APR)	Interest Rate Charges	
	PURCHASES			
	Purchases	21.24%(v)(d)	\$21,350.51 \$385.14	
•	CASH ADVANCES			SCHOOLS STATE OF STAT
	Cash Advances	29.99%(v)(d)		
	BALANCE TRANSFERS			
•	Balance Transfers	21,24%(v)(d)	-0-	Days in Billing Period .

(v) = Variable Rate
(d) = Dally 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: 06/18/24 Page 2 of 2 PHI A DINH

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1-11-5

Automated Certificate of eService

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Envelope ID: 96178523

Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:35 PM CST

Case Contacts

Name	BarNumber	Email		TimestampSubmitted	Status
Moss Courts		e-service@mosslaw	firmpc.com	1/14/2025 8:55:22 AM	NOT SENT

