NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

	NO.	1243100	
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JPMORGAN CHASE	BANK, N.A.	§	IN THE COUNTY COURT
		§	
vs.		§	AT LAW NO OF
		8	TIADDIG COTNETY TEXAS
EUGENE DUNCAN		. 8	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 EUGENE DUNCAN, 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 EUGENE DUNCAN, who may be served with process at 5219 PENFIELD LN, HOUSTON TX 77021, 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, 2016. At all times relevant hereto, Defendant was the primary cardholder under the account.
- 5. Defendant requested that the account currently bearing number XXXXXXXXXXXXXX8994 (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 \$32,837.96. A true and correct copy of the Account statement showing the balance sought is attached hereto and marked as <a href="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. 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

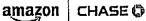
FAX (806) 771-0062

Email: a-Service@mosslawfirmpc.com

Amper O. Teal SBA24092918

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.

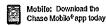




Manage your account online: www.chase.com/amazon



1-888-247-4080



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New Balance \$32,837.96 Minimum Payment Due \$6,191.00 Payment Due Date 07/23/24

by the date listed above, you may have to pay a late fee of up to \$39.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%. Late Payment Warning: If we do not receive your minimum payment

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	30 years	\$75,806

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

Account Number:	8994
Previous Balance	\$32,298,98
Payment, Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>+\$538.98</u>
New Balance	\$32,837.96
Opening/Closing Date	05/27/24 - 06/26/24
Credit Access Line	\$30,500
Available Credit	50
Cash Access Line	\$1,525
Available for Cash	\$0
Past Due Amount	\$5,324.00
Balance over the Credit	Access Line \$2,337,95

YOUR AMAZON VISA POINTS

Previous points balance	0
+ 3% back on Amazon.com purchases	. 0
+ 3% back on Whole Foods Market purchases	0
+2% back at gas stations	. 0
+ 2% back at restaurants	0
+ 3% back on Chase Travel purchases	· 0
+ 2% back on local transit/commuting	0
+ 1% back on all other purchases	. 0
Total noints available for	

i otai points available redemption

Reward your routine everywhere you shop with your Amazon Visa. The % back rewards you earn under the program are tracked as points. Each \$1 in % back rewards earned is equal to 100 points.

As of this statement, your card earned 3% back at Amazon.com, Whole Foods Market, and on Chase Travel purchases. To check your reward status, sign into the Amazon account where your card is loaded, visit "Your Account" page and click "Your Payments" to view your "Rewards status." If the Amazon account has an eligible Prime membership, your card could be earning 5% back on Amazon.com and Whole Foods Market purchases.

Have a question about an Amazon order? Sign in to your Amazon account and go to "Your Account," then "Your Orders" to view recent orders. For questions about purchases or returns, call Amazon Customer Service at 4-888-283-1190.

YOUR ACCOUNT MESSAGES

You are over your credit line/credit access line by \$2,337.96. You can pay down your balance faster by including this amount with your payment.

Your account is closed and no longer available for use.

amazon | CHASE O

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

The Past Due amount of \$5,324.00 is Included in your Minimum Payment.

Payment Due Date: New Balance: Minimum Payment Due:

07/23/24 \$32,837.96 \$6,191.00

Account number:

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

EUGENE DUNCAN PO BOX 8236 HOUSTON TX 77288-8236



CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294

To contact us regarding your account:



Call Customer Service: in U.S. 1-888-247-4080 Spanish 1-888-446-3308 Pay by phone 1-800-436-7958 International 1-302-594-8200 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/caidhelp

Information About Your Account

Making Your Payments:

or the total unpaid balance on your account.
You may make payments electronically though our wabalte or by one of our customer service phone rumbers above. In using any of these received the property of the

that day.

If 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 include the payment coupon in the envision. Do not send more then one forements. Do not help the correspondence, Do not send more then one forements. Do not help the correspondence, Do not send cars, If we readily your properly prepared payment on any day by 5 p.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 afforces on this statement, we will credit it to your account as of the next calendar day.

Setayed for Up to 5 days.

Acoburt Information Reported To Credit Bureeu:

'We may report information about your Account to credit bureaus. Late payments, missed payments or other defautts on your Account may be reflected in your credit report. If you think, we have reported faaccurate information to a credit bureau, please while to us at Chase Card Services P.O. Box 15399, Winmington, DE 19850-5559.

To Services And Manage Any Of Your Accounties. To Services P.O. Box 15399, Winmington in the services program of the provided with the provided and companies working on the behalf. My consent allows the use text messages, artificial or prerecorded voice messages and automatia clieting technology for informational and account servicing. When the for realise, or laborated and account servicing. When the for realise, or laborated and account servicing, the hot for realise, or laborated and account servicing.

Islemarkeling. Message and data reses may apply. Authorization Tremater Debits When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic flund transfer information from your decide to make a one-time electronic flund transfer from your account or to process the payment as a check. Your bank account may be debiled as soon as the same day, we receive your payment. You will not receive your check back from your institution.

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Conditionel Peyments:
Any payment check or other form of payment that you send us for less than the full belance due that is marked 'pad in full of condities a direlar protation, with a set of the send of the payment of the send of the payment of the send of the payment of the send o

Annual Renewal Notics:
If your Account Agreement has an annual membership fee, you are responsible for k every year your Account is open. We will add your annual 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 balance and may incur interest. The annual membership fee is non-retundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) safer we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect on your Account. If your Account is closed by you or us, the annual membership fee wilk no longer be billed to your Account.

your Account. If your Account is closed by you or us, the annual membership fee with no longer be billed to your Account.

Calculation Of Balance Subject to Interest Rate:
To figure your periodic 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 periodic 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 loll fire customer sarvice phone number fisted above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft activations in the same periodic rates. Variable rates will vary with the market based on the same periodic rates. Variable rates will vary with the market based on the same periodic rates. Variable rates will vary with the market based on the same periodic rates. Variable rates will vary with the market based on the same periodic rates. Variable rates will vary with the market based on the same control result index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction is the seminal stated in your Account Agreement. There is a transaction in the seminal stated in your Account Agreement, There is a foreign transaction in the seminal stated in your Account Agreement, There is a transaction in the seminal stated in your Account Agreement. There is

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

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;
- 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 less

choose - for less

How To Avold Paying Interest On Purchases:
Your due date will be a minimum of 21 days effer the close of each billing cycle. If you pay your account for interest Saving Belance) in full each grade of the control of the control

Credit Limit:

Orean 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
eard.

What To Do If Your Think You Find A Mislake On Your Statement:
If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299.

- · Account Information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Dascription 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 mistake.

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

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 try 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 emount. But, if we determine that we made a mistake, you will not have to pay the amount to 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 Rights if You Are Dissettisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have Indeed in good falth 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 mailing address, and the purchase price must have been more liten \$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 said you the goods or services.)

accesses your credit card Account do not quality.

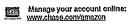
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfed with the purchase, contact us in whiting at Customer Service, P.O. Box 15289. White we investigate, the same rutes apply to the disputed amount as discussed above. After we firsh dor investigation, we will tall you our decision. At that point, if we think you two an amount and you do not pay we may report you as delinquent.

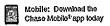
MA05042021

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.









ACCOUNT ACTIVITY

Date of Transaction \$ Amount Merchant Name or Transaction Description INTEREST CHARGED PURCHASE INTEREST CHARGE TOTAL INTEREST FOR THIS PERIOD \$538.98

> 2024 Totals Year-to-Date Total fees charged in 2024 Total interest charged in 2024 \$156.00

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	1-1	
Balance Type	Percentage	Subject To	Interest	
	Rate (APR)	Interest Rate	Charges	
PURCHASES			COURSESSOR PROPERTY AND ADDRESS AND ADDRES	mampuonysenenysiläsiärisen Pirtä
Purchases	19.49%(v)(d)	\$32,559.06	\$538.98	
CASH ADVANCES	anta and a day demokrat the the transport of the control of the co			
Cash Advances	29.99%(v)(d)	-0-	-0-	
BALANCE TRANSFERS				Paristante de la constante de
Balance Transfers	19.49%(v)(d)	-0-	-0-	
			31 Days i	n Billing Period
(v) = Variable Rate	· ·			٠.

(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.

Statement Date: 06/26/24 EUGENE DUNCAN

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 1/21/2025 2:37 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mosslawfirmpc.com	1/18/2025 1:42:48 PM	NOT SENT