

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

1243097

NO. _____

CAPITAL ONE, N.A. § IN THE COUNTY COURT
§
vs. § AT LAW NO. ____ OF
§
CRISTEN E FERRANTE § HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, CAPITAL ONE, N.A. ("Plaintiff"), and files this, its Original Petition, complaining of CRISTEN E FERRANTE, Defendant herein ("Defendant"), and for cause of action would respectfully show this Honorable Court the following:

PARTIES. Plaintiff is CAPITAL ONE, N.A.

Defendant is CRISTEN E FERRANTE, who may be served with process at 22510 VISTA VALLEY DR, KATY TX 77450-4422, 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 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 May 21, 2022. At all times relevant hereto, Defendant was the primary cardholder under the account.

5. Defendant requested that the account currently bearing number XXXXXXXXXXXXX6009 (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 \$35,505.20. 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. ATTORNEY'S FEES & POST JUDGMENT INTEREST

15. Capital One expressly disclaims any request for attorney's fees and/or post judgment interest whether or not Capital One is entitled to such an award by law.

VI. PRAYER

WHEREFORE, Plaintiff, CAPITAL ONE, 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 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 65020

Lubbock, Texas 79464

(806) 796-7375

FAX (806) 771-0062

Email: e-Service@mosslawfirmpc.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.



VENTURE X

Venture X Card | Visa Infinite ending in 6009
Mar 15, 2024 - Apr 13, 2024 | 30 days in Billing Cycle

Payment Information

Payment Due Date
PAST DUE

For online and phone payments, the deadline is 8pm ET.

New Balance
\$35,505.20

Minimum Payment Due
\$35,505.20

IMPORTANT: Your account has charged off and is now serviced by the Recoveries department at 1-800-258-9319. Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary

Previous Balance	\$34,662.41
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$842.79
New Balance	= \$35,505.20
Available Credit (as of Apr 13, 2024)	N/A

Account Notifications

- ① Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at capitalone.com

Customer Service: 1-800-227-4825

See reverse for Important Information



VENTURE X

CRISTEN E FERRANTE

Payment Due Date: Past Due

Account ending in 6009

New Balance	Minimum Payment Due	Amount Enclosed
\$35,505.20	\$35,505.20	\$ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

EXHIBIT

tabbies

6009

How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without interest charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe interest charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing interest charges, you generally must pay your New Balance in full two consecutive Billing Cycles before interest charges stop being posted to your statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum interest charge of \$0.00 for each Billing Cycle if your account is subject to an interest charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic interest charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the interest charges for all segments together. The result is your total interest charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this statement.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary slightly from the interest charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership fee by contacting Customer Service fewer than 40 days after the annual membership fee was assessed to request that we close your account. To avoid paying a monthly membership fee, close your account and we will stop assessing your monthly membership fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

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 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. We will notify you in writing within 30 days of our receipt of your letter. 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 amount. But, if we determine 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried 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 this right, the following must be true:

- 1) 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; and
 - 2) 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: P.O. Box 30285, Salt Lake City, UT 84130-0285. While 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 think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 1-800-227-4825

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ♦ For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- ♦ For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Transactions

Visit capitalone.com to see detailed transactions.

CRISTEN E FERRANTE #6009: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
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CRISTEN E FERRANTE #6009: Transactions

Trans Date	Post Date	Description	Amount
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Fees

Trans Date	Post Date	Description	Amount
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Total Fees for This Period

\$0.00

Interest Charged

Interest Charge on Purchases	\$585.64
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Interest Charge on Cash Advances	\$257.15
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Interest Charge on Other Balances	\$0.00
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Total Interest for This Period

\$842.79

Totals Year-to-Date

Total Fees charged

\$0.00

Total Interest charged

\$3,278.83

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	29.24% P	\$24,368.30	\$585.64
Cash Advances	29.24% P	\$10,699.82	\$257.15

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your
APR(s)

How do we calculate your APR(s)?

When your APR(s) will change

P

Prime Rate + margin

The first day of the Billing Cycles that end in Jan., April, July and Oct.

L

3 month LIBOR + margin

D

Prime Rate + margin

The first day of each Billing Cycle

F

1 month LIBOR + margin



Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit

www.capitalone.com/stopscams

530486-EN

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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.

Envelope ID: 96385931

Filing Code Description: Petition

Filing Description:

Status as of 1/21/2025 2:19 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Moss Courts		e-service@mossfirm.com	1/18/2025 1:04:20 PM	NOT SENT