



#### D. Facts

6. Plaintiff seeks recovery for damages arising from Defendant's breach of a credit card agreement (the "Account") entered into by Defendant, which Defendant used or authorized to be used, and for which Defendant became obligated to repay. Plaintiff sues herein for suit on debt/account stated and for breach of contract, and seeks a money judgment against the Defendant.

7. Defendant ceased making the required payments on the Account, thereby creating a default.

8. Ultimately, the Account was charged-off on 06/26/2020. As of the filing of this lawsuit, there remained an unpaid balance of \$43,176.58.

9. Plaintiff is the true party in interest, owner, and/or beneficiary to all rights in the Account.

10. Plaintiff made demand to Defendant for payment in full of the Account; however, the Account has not been paid.

11. There continues to be owed by Defendant to Plaintiff an unpaid balance of \$43,176.58.

#### E. Count 1 – Account Stated/Debt

12. Plaintiff is the owner and holder of all claims related to the Account. In accordance with federal regulations, monthly periodic statements for the Account were sent to the Defendant. Based upon Plaintiff's records, there are no unresolved billing disputes related to the Account, and the amount that is due and owing on the Account is \$43,176.58. All lawful offsets, payments, and credits have been allowed.

13. Plaintiff is entitled to recover on the Account because (i) transactions between the parties (or their predecessor-in-interest) gave rise of an indebtedness of Defendant to Plaintiff; (ii) there existed an agreement between the parties that established the amount due; and (iii) the Defendant promised to pay on the debt, but failed to do so.

14. Plaintiff presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

F. Count 2 -- Breach of Contract

15. Plaintiff is the owner and holder of all rights under the Account opened by Defendant. Defendant breached the agreement between the parties by failing to pay all amounts due and owing on the Account in accordance with the terms of the agreement.

16. Based upon Plaintiff's records, the amount that is due and owing on the Account is \$43,176.58. All lawful offsets, payments, and credits have been allowed. Plaintiff presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

G. Conditions Precedent

17. All conditions precedent have been performed or have occurred.

H. Prayer

18. For these reasons, Plaintiff asks that the court issue citation for Defendant to appear and answer, and that Plaintiff be granted relief as follows:

- a. Plaintiff be granted judgment against Defendant for \$43,176.58 as of May 2, 2023;
- b. Plaintiff be granted judgment for all costs of court;
- c. Plaintiff be granted post judgment interest at the rate allowable by law; and
- d. Plaintiff be granted such other and further relief to which it may be justly entitled.

Respectfully submitted,

**NOACK LAW FIRM, PLLC**

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