

Cause No. _____

The Independent Savings Plan Company d/b/a ISPC, Plaintiff, vs. Rubystean Lane-Washington and Delano Washington, Defendants.	IN THE DISTRICT COURT ____ JUDICIAL DISTRICT OF HARRIS COUNTY, TEXAS
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PLAINTIFF'S ORIGINAL PETITION

NOW COMES THE INDEPENDENT SAVINGS PLAN COMPANY D/B/A ISPC, its successors in interest or assigns, ("Plaintiff"), by and through its undersigned attorney of record, The Sayer Law Group, P.C., which would respectfully show the Court:

DISCOVERY

1. Plaintiff intends to conduct discovery under Level 2 of TEX. R. CIV. P. 190.3.

PARTIES

2. Plaintiff, The Independent Savings Plan Company d/b/a ISPC is a corporation duly organized under Florida law with an address of 1115 Gunn Hwy., Ste. 100, Odessa, FL 33556, and is authorized to conduct business in Texas.

3. Upon information and belief, Defendants, Rubystean Lane-Washington and Delano Washington, are or were at all relevant times a resident of Harris County, Texas. Defendants, Rubystean Lane-Washington and Delano Washington, may be served with process at Po Box 90404, Houston, TX 77290-0404.

JURISDICTION

4. This Court has jurisdiction over this matter pursuant to TEX. CONST., art V., §8.

VENUE

5. Venue is proper in this County because the defendant borrower s are residents of Houston, Harris County, Texas.

BREACH OF CONTRACT

6. Plaintiff incorporates paragraphs 1 through 5 as though fully set forth herein.
7. On or about 6/3/2017, Defendants, Rubystean Lane-Washington and Delano Washington executed an agreement with Plaintiff, The Independent Savings Plan Company d/b/a ISPC, whereby Defendants received a credit loan in the principal amount of \$7,890.00.
8. A true and correct copy of the credit loan agreement is attached hereto, marked as Exhibit 1, and incorporated herein by reference.
9. Defendants signed and agreed to all of the terms of the Agreement, including the monthly interest and payment terms.
10. Defendants agreed to make monthly payments of interest, principal and late charges per the Agreement.
11. Defendants made a purchase and charge to Credit Account as described in attached Exhibit 2, and the Plaintiff paid the merchant the sum of money described therein for the Defendants' purchased merchandise.
12. Defendants thereafter defaulted on the Agreement by failing to make the payments on the credit account as they came due.
13. After crediting all payments made, the balance now due on the Agreement is as stated and reflected in the Account statement, Exhibit 3.
14. The balance as stated on Exhibit 3, was determined by calculating any and all payments made and by calculating the interest and Principal and any late charges, all as described in Exhibit 3, which is attached hereto.
15. Plaintiff sent a demand letter to Rubystean Lane-Washington and Delano Washington, Po Box 90404, Houston, TX 77290-0404 on October 28, 2021 advising that if funds

were not received within 30 days of the date of the letter, that legal action might be taken, and Plaintiff has not received the funds.

16. Plaintiff has performed all conditions and promises required to be performed on its part under the terms of the Agreement.

17. As a proximate result of Defendants' breach of the Agreement, Plaintiff has been damaged in the sum of \$8,268.15 plus interest thereon.

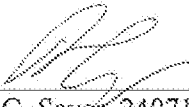
18. Plaintiff is entitled to Attorney's Fees and Costs of Collection, per the express terms of the Agreement which provides: "Remedies. You agree ...to pay any expenses incurred in connection with the enforcement of our remedies...including, ...attorney's fees and ..costs..". See, Exhibit 1.

19. Defendant(s) are not entitled to protection under the Servicemembers Civil Relief Act.

WHEREFORE, Premises considered, the Plaintiff requests judgment against the Defendants in the sum of \$8,268.15, plus interest and for reasonable attorney's fees and for such other relief as appropriate.

Respectfully submitted,

The Sayer Law Group, P.C.



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Brian Sayer on behalf of Brian Sayer
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inquiry@sayerlaw.com
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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Debt Collection		inquiry@sayerlaw.com	5/22/2023 9:59:52 AM	SENT