

CAUSE NUMBER: _____

AMERICAN EXPRESS NATIONAL)	
BANK)	
)	
Plaintiff)	IN THE HARRIS COUNTY DISTRICT
)	COURT
vs.)	
)	
Mark Gatermann)	HARRIS COUNTY, TEXAS
)	
Defendant)	

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

I. PARTIES

1. Plaintiff is:

AMERICAN EXPRESS NATIONAL BANK

(hereinafter "Plaintiff"), whose business address is:
115 W. Towne Ridge Parkway, Sandy, UT 84070. Plaintiff may be served with
notice through its attorneys of record, Javitch Block LLC, at 275 W. Campbell
Road, Suite 312, Richardson, Texas 75080. Plaintiff hereby consents to service by
email at dal@jbllc.com.

2. Defendant is:

Mark Gatermann

(hereinafter "Defendant"), who may be served at: 3333 Lake St Unit 8g, Houston,
TX 77098-2168, or wherever they may be found.



II. DISCOVERY-CONTROL PLAN

3. Plaintiff intends that discovery will be conducted under Level 1 and affirmatively pleads that this suit is governed by the expedited actions process in Texas Rule of Civil Procedure 169.

III. SPECIFIC STATEMENT OF RELIEF

4. Plaintiff seeks only monetary relief which does not exceed \$200,000, including damages of any kind, penalties, cost, expenses, pre-judgment interests, and attorney's fees.

IV. JURISDICTION AND VENUE

5. This lawsuit arises out of Defendant's failure to comply with the terms of the contract, either oral or written and all or a substantial part of the events or omissions giving rise to this action occurred in and/or were performable in Harris County, Texas. Furthermore, Defendant is a resident of Harris County, Texas, consequently venue is proper in this court pursuant to Chapter 15 of the Texas Civil Practices and Remedies Code.

6. The amount in controversy does not exceed \$200,000, exclusive of interest and therefore is within the jurisdictional limits of this Court.

V. FACTUAL BACKGROUND

7. On or about July 19, 2022, in the usual course of business, Plaintiff opened a credit account, at the request of and for Defendant with account number *****1006, (hereinafter "Account").

8. Defendant received and did in fact use, or authorize use of, the credit account and upon such use Plaintiff generated and sent monthly statements to Defendant. The monthly statements, among other things, itemized the transactions made or authorized by Defendant on the credit account, as well as evidenced any periodic payments made by Defendant towards the then outstanding balance.

9. On , Plaintiff charged off the remaining balance due by Defendant in the amount of \$138,025.05. The last payment made towards the outstanding balance was on February 13, 2023. The final, or charge-off, statement is attached hereto as "Exhibit A" and is incorporated fully herein.

V.I. CAUSE OF ACTION/BREACH OF CONTRACT

10. Plaintiff incorporates paragraphs 1 through 9 by reference as if fully set forth herein.

11. Defendant entered into a valid and enforceable contract with Plaintiff when they opened, received, and utilized, or authorized the use of, the credit account at issue.

12. Plaintiff fully performed its contractual obligations by extending credit for Defendant's benefit and use.

13. Defendant breached the contract when they defaulted on the obligation to make the requisite payments to Plaintiff on the credit account.

14. Defendant's breach caused injury to Plaintiff because Plaintiff charged off the entire balance due as an economic loss.

VII. ACCOUNT STATED

15. Plaintiff incorporates paragraphs 1 through 14 as if fully set forth herein.

16. In the alternative, Defendant breached the terms of an account stated as the transactions between the Parties evidenced by monthly statements generated and sent to Defendant give rise to Defendant's indebtedness to Plaintiff.

17. The amounts Defendant owes to Plaintiff are fixed by agreement, either express or implied, by said monthly statements forwarded to Defendant at the address provided by Defendant.

18. Defendant has promised, either expressly or impliedly, to pay the indebtedness to Plaintiff by utilizing the credit account, or authorizing its use and receiving the monthly statements without repudiating either the charges or the amounts thereof.

19. Plaintiff now seeks liquidated damages within the jurisdictional limits of this Court in the amount of \$138,025.05.

VIII. CONDITIONS PRECEDENT

20. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

PRAYER

For these reasons, Plaintiff asks that the Court issue citation for Defendant to appear and answer, and that judgment be granted in favor of Plaintiff for the following:

- a. Actual damages in the amount of \$138,025.05;
- b. Post-Judgment interest at the statutory rate, in lieu of any additional contract interest;
- c. costs of court.

Respectfully Submitted,

/S/ Candice Hughes

X Candice Hughes #24097002

Javitch Block LLC
275 W. Campbell, Suite 312
Richardson, TX 75080
(214) 383-9088
DAL@jbllc.com
Fax: (214) 383-5890

**Business Platinum Card**SPARTAN ENERGY
MARK GATERMANNClosing Date 05/18/23 Next Closing Date 06/16/23
Account Ending ■■■10067/25/2023 6:43:50 PM
Marilyn Burgess - District Clerk
Harris County p. 1/5
Envelope No: 77881205
City of Chambers, Mandar
Filed: 7/25/2023 6:43:50 PM
Website: americanexpress.com

New Balance	\$138,025.05
Minimum Payment Due	\$127,675.85
Includes the past due amount of \$123,982.71	
Payment Due Date	06/12/23

Late Payment Warning: If you do not pay the Minimum Payment Due by the Payment Due Date of 06/12/23, you may have to pay a late fee of the greater of \$39.00 or 2.99% of the past due Pay in Full amount, and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

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 Pay Over Time balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	24 years	\$34,171

If you would like information about credit counseling services, call 1-888-733-4139.

➔ See page 2 for important information about your account.

📄 Please refer to the **IMPORTANT NOTICES** section on page 5.

📄 For information on your Pay Over Time feature and limit, see **page 4**

ⓘ **This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.**

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/
business

Pay by Phone
1-800-472-9297

Account Ending ■■■1006

Enter 15 digit account # on all payments.
Make check payable to American Express.

MARK GATERMANN
SPARTAN ENERGY
30 N PALMIERA CIR
SPRING TX 77382

Payment Due Date
06/12/23

New Balance
\$138,025.05

Minimum Payment Due
\$127,675.85

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

\$ _____
Amount Enclosed

EXHIBIT A

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the

highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

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:

American Express, PO Box 981535, El Paso TX 79998-1535

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:* 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.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on 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.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time


Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.




Business Platinum Card
 SPARTAN ENERGY
 MARK GATERMANN
 Closing Date 05/18/23

Account Ending ■■■1006

 **Customer Care & Billing Inquiries**
 International Collect
 Express Cash
Large Print & Braille Statements

1-800-492-8468
 1-623-492-7719
 1-800-CASH-NOW
1-800-492-8468

Hearing Impaired
 Online chat at americanexpress.com or use **Relay dial 711** and **1-800-492-8468**

 **Website:** americanexpress.com

Customer Care & Billing Inquiries
 P.O. BOX 981535
 EL PASO, TX
 79998-1535

Payments
 PO BOX 6031
 CAROL STREAM IL
 60197-6031

i Please note, your preset spending limit is \$43,100.00. You have spent \$138,025.05.

Fees

	Amount
05/12/23 Late Payment Fee	\$3,582.14
Total Fees for this Period	\$3,582.14

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2023 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2023	\$7,234.21
Total Interest in 2023	\$278.52

Interest Charge Calculation

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Introductory Pay Over Time Rate Expires 08/18/2023 then will go to 27.24% (v)	29.99% (v)	\$0.00	\$0.00
Pay Over Time option	29.99% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate

Information on Pay Over Time**Pay Over Time Limit**

There is a limit to your Pay Over Time feature balance. Your Pay Over Time Limit is \$10,000.00. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit. You must pay in full all charges that are not placed into a Pay Over Time balance by the Payment Due Date.

Pay Over Time Setting: ON

The setting indicated above is accurate as of your statement closing date. For the most up to date setting, please refer to your online account. If your setting is On, eligible charges will be placed in your Pay Over Time balance up to your Pay Over Time Limit. If your setting is Off, all charges will be added to your Pay In Full balance and no new charges will be included in your Pay Over Time balance. If you have an existing Pay Over Time balance, you can continue to pay this off over time with interest, as long as you pay your minimum due each month by your Payment Due Date.



SPARTAN ENERGY
MARK GATERMANN

Closing Date 05/18/23

p. 5/5
Account Ending ■■■1006

IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.



In re: MARK GATERMANN
0110406-210

7/25/2023 6:43:50 PM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 77881205
By: CHAMBERS, WANDA R
Filed: 7/25/2023 6:43:50 PM

700 Highlander Blvd #200, Arlington, TX 76015
Phone: 214-920-9688

PARTNER
ABC E-File Texas
E-FILE ONLY, Dallas, TX 75220

Clerk of the District Court
Harris County, Texas
P.O. Box 4651
Houston, TX 77210

ORIGINAL PETITION – CIVIL CASE DISTRICT COURT

RE: AMERICAN EXPRESS NATIONAL BANK vs. MARK GATERMANN; TX District Court for Harris County

Dear Sir or Madam:

Enclosed please find the following documents:

- Cover letter
- Original Petition (Original plus copies)

Instructions:

- Please file the Original Petition
- Please issue a separate Citation for each defendant for service by a private process server

The Citation(s) should be issued to:

MARK GATERMANN
3333 Lake St Unit 8G
Houston, TX 77098-2168

- Please return this coversheet, the original Citation, and a filed-stamped copy of the Original Petition to ABC Legal by:

- Mail to ABC Legal at 700 Highlander Blvd Ste 200, Arlington TX 76015
- Hold for pickup by local ABC courier
- Email to javitchcourts@abclegal.com

Thank you in advance for your assistance!
ABC Legal Services

**** Please do not throw me away ****
Return this page with the citation and petition
This barcode is very important to us



Generated: 07/25/2023

In re: MARK
0110406-210