NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO	1171413		
JPMORGAN CHASE BANK, N.A.	§	IN THE COUNTY COURT	
vs.	8 8	AT LAW NO OF	
BRETT A GRABNER	§ §	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 BRETT A GRABNER, 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 BRETT A GRABNER, who may be served with process at 2507 PINE BEND DR, KINGWOOD TX 77339-3616, 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 May 16, 2018. At all times relevant hereto, Defendant was the primary cardholder under the account.
- 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 \$28,594.98. A true and correct copy of the Account statement showing the balance sought is attached hereto and marked as <u>Exhibit "1"</u> 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

By:

FAX (806) 771-0062

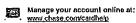
Email: e-Service@mosslawfirmpc.com

JOSHUA W. FORD SBN: 24105869

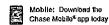
MICHAEL A. MOSS, ATTORNEY IN CHARGE per TRCP 8, SBN 24054360 ATTORNEYS FOR PLAINTIFF

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.









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LACAL PRINCIPLE
\$28,594.98
Minimum Payment Due
\$5,935.00
Paymoni Due Dale
03/11/21

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee o up to \$37.00,

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 ol	
Only the minimum payment	29 years	\$65,938	

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

ULTIMATE REWARDS® SUMMARY

Previous points balance	0
+ 1 Point per \$1 earned on all purchases	0
+ 1 Point per \$1 earned on dining	- 0
+ 1 Point per \$1 earned on travel	0

Total points available for redemption

Start redeeming today, Visit Ultimate Rewards@ at www.ultimaterewards.com

As a Chase Sapphire Preferred customer you earn 1 point per dollar on all purchases, and an additional point for each dollar you spend on travel and when dining at restaurants. Learn more about your card benefits at www.chase.com/ultimaterewards

ACCOUNT SUMMARY

Account Number: 4789	
Previous Balance	\$28,113.70
Payment, Credits	\$0,00
Purchases	\$0.00
Cash Advances	S0.00
Balanca Transfers	50.00
Fees Charged	S0.00
Interest Charged	+\$481:28
New Balance	\$28,594.98
Opening/Closing Date:	15/21 - 02/14/21
Credit Access Line	\$23,700
Available Credit	"\$0 .
Cash Access Line	\$1,185
Available for Cash	\$0
Past Due Amount	\$5,168.00
Balance over the Credit Access Line	\$4,894.98

YOUR ACCOUNT MESSAGES

You are over your credit line/credit access line by \$4,894,98. You can pay down your balance faster by including this amount with your payment.

Your account is closed and no longer available for uso.

We have taken steps to update your servicing options when you cell. You now have the choice of using our automated system for convenient self-service options as well as access to a Specialist 24/7 by pressing 0 at any time.

0000001 FIS33339 D 12

4789

MA MA 01394

04510000120000138401



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

The Past Due amount of \$5,168.00 is included in your Minimum Payment.

Payment Due Date: New Balance: Minimum Payment:

03/11/21 \$28,594.98 \$5,935.00

Account number:

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

01394 BEX 9 04521 D BRETT A GRABNER 2507 PINE BEND DR KINGWOOD TX 77339-3616

CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294





To contact us regarding your account:



In U.S. for Customer Service In U.S. 1-800-493-3319 Spanish 1-800-493-3319 Pay by phono 1-800-436-7958 International 1-614-776-7950 We accept operator relay calls

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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/cardhelp

Information About Your Account

Making Your Payments: The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable librough a U.S. financial institution or the U.S. Manch of a foreign financial institution in the U.S. Manch of a foreign financial institution. You can pay down balances faster by aging more than the minimum gayment or the total unipaid balance on your account.

You may make payment's electronically through our website or by one of our customer service phone numbers above. In using a my of these channels, you are authorizing is to withdraw hunds as a one-time electronic funds tensifer from your bank account, in our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment intength our website or customer service talephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:29 p.m. Eastern Time, we will credit your payment as of the hard calchedar day. If you specify a future date in your request we will credit your payment as of the next calchedar day. If you specify a future date in your request we will credit your payment as of the next calchedar day. If you specify a future date in your request we will credit your payment as of the next calchedar day.

If you pay by regular U.S. mail to the Payments address shown on title statement, write your account number on your check or money order and include the payment coupon in the emetiops. Do not send more than one payment or coupon per envelope. Do not stately, clip or tage the documents. Do not include correspondence. Do not send cash. If we receive your property 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 alter 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not to low our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported To Credit Bureau; We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be achieved in your credit report. If you think we have apported inaccounts information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

To Service And Manage Any OI Your Account(s): When you give us your mobile phone number, we have your germission to contact you at that number about all your Chase or J.P. Mayon accounts. Your consent allows us to use text the saging, artificial or pretecorded votce messages and automatic dialing technology for informational and account service calls, but not for tehrantifeling or sales calls, it may include correct from companies working on our behalf to service your accounts. Massage and date rates may apply. You may contact us anythine to change these needlemens.

Authorizalian To Cenvert Your Check To An Electrofic Transler Debli: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electrons from transler from your account or to process the eyayment as a cleek. Your bank account may be obtained so soon as the Stated by your creaks your payment. You will not receive your check back from your institution.

Conditional Payments: Any payment check of other form of payment hat you send us for less than the full balance due that his marked "paid in full" or contains a similar notation, or that you otherwise tender in lust satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Willmington, DE 19305-5049, We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such chack is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept the check and you will still owe any remaining balance). We may refuse to accept the check and you will still owe any remaining balance). We may refuse to accept the check and you will still owe any remaining balance). We may refuse to accept the check and you will still owe any remaining balance). We may refuse to accept the check and you will still owe any remaining balance and the payment by returning it to you, out cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on the salterment.

Annual financeval Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Accound is open. We will add your annual membership te is your mentally billing statement once a year, whether or not you use your account. Your annual membership he will be added to your purchase balance and may becur interest. The annual membership les is the annual membership you notify us that you wish to close your account within 30 days or one billing spale (whichever is less) after we provide the statement on which the annual membership fee does not after our pright to close your Account and to limit your right to make transactions on your Account. Hyour Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calcutation Di Balance Subject To Interest Rate: To figure your periodic interest charges for each billing cycle when a daty periodic rate(s) applies, we use the daily balance method (Inchuding 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 exclutation on your clatement, please call us at the (cil fine customer service phone number issted above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overduall advances). These cateuations may combine different categories with the same periodic rates. Variable rates will very with the market based on the Prime Rate of such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign

fransaction for some accounts. Please see your Account Agreement for information about these tees.

Ye add transactions and less to your dally balance no earlier than

- I the date of the transaction for new purchases, balance transfers, overdraft advances, cash advances, or My Chase Loans:
- the date the payee deposits the check for new cash advance checks or balance transfer checks;
- 3. 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 feas

How To Avaid Perling Interest On Pluchases: Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account for interest Saving Balance! In full each billing period by the date and fine due, no interest is draiged on new parchases month to month, also, we will not impose interest charges on any portion and a punchase showth to month, also, we will not impose interest charges on any portion and a punchase showed to use our repay while that balance is expliced to an interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdatt advance), too or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment lists to higher rate balances, you may not be able to avoid interest charges on any much tase if you have another balance at a higher interest state undess you may your balance (or interest Saving Balance) in full each month.

Credit 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 card.

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

In your felter, give us the lollowing information:

- · Account folgrination; 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 niletake.

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 by to collect the amount in question, or report you as delinquent on
- The obtage in question may remain on your statement, and we may continue to clurge 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 less 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 Alphis II You Are Dissalisted With Your Credit Card Perchases: If you are dissalished with the goods or services that you have purchased with your credit card, and you have that dia good failth correct the problem with the markent, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current making address, and the purchase price must have been more than \$50. (Ridae: Biblier of these are necessary if your purchase was based on an advertisement were mailed to you, or if we own the company that sold your the goods or services.)
- 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 quality.
- 3. You must not yet have fully paid for the purchase,

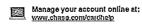
If all of the enterto above are met and you are stiff dissalls like with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, OE 19850-5299.

While we investigate, the same rules apply to the disputed amount as discussed above. After trefinish our investigation, we will tell you our decision. At that point, if we think you one an amount and you do not pay we may report you as delinquent.

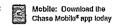


MA04252019

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 Merchant Name or Transaction Description \$ Amount INTEREST CHARGED PURCHASE INTEREST CHARGE TOTAL INTEREST FOR THIS PERIOD 02/14 481.28 \$481.28

2021 Totals Year-to-Date

Total lees charged in 2021 Total interest charged in 2021

\$37.00 \$953.91

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.

ВаІапсе Туре	Annual Percentage Rale (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchasos	19.99%(v)(d)	\$28,345.84	\$481.28
CASH ADVANCES		No.	
Cash Advances	24.99%(v)(d)	-0-	and and the second seco
BALANCE TRANSFERS			
Balance Transfer	19.99%(v)⟨d⟩	-0-	- 0 -
			31 Days in Billing Period

(v) = Variable Rate

(v) = Variable Hale
(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.

BRETT A GRABNER 0000001 FIS33339 D 12

Page 2 of 2

06530 MA MA 01394

Statement Date: 02/14/21 04510000120000139402

Includes interest charges on Late or Return Payment fees.
"This My Chase Loan has expired. Interest will continue to accrue on this My Chase Loan balance until it is paid in full.

