

JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

I. INTRODUCTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Aisha Wright ("Plaintiff") files this Original Petition against Staci Danielle Childs and Does 1-25. ("Defendants") and would respectfully show the Court as follows.

II. DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

III. PARTIES

2. Plaintiff Aisha Wright is a citizen of Harris County, Texas. At all times material to this lawsuit.

3. Defendant Staci Danielle Childs is an individual residing in Texas, who may be served with process at 405 Main St Ste 400C, Houston, TX 77002-1813. A citation is requested at this time.
4. Defendant RMH Law Firm, PLLC is a Texas corporation with its principal place of business at 800 Town and Country Blvd Suite 500, Houston, TX 77024, Defendant may be served with process, including citation and a copy of this lawsuit, by serving Defendant's agent, Randall Belt-Spencer located at 14702 Payette Dr, Houston, TX, 77040, USA.
5. Defendant Randall Belt-Spencer is an individual residing in Texas, who runs the law firm with its principal place of business at 800 Town and Country Blvd Suite 500, Houston, TX 77024, Defendant may be served with process, including citation and a copy of this lawsuit, by serving Defendant's agent, Randall Belt-Spencer located at 14702 Payette Dr, Houston, TX, 77040, USA.
6. Defendants DOES 1-25 are individuals, business entities, non-profit corporations, other organizations and entities, and/or alter egos of other defendants, doing business in Texas.
7. Plaintiff is further informed, believe, and thereon allege, that at all times relevant herein, named defendants and defendants sued as DOES 1-25 were the agents, employees, and representatives of their fellow co-defendants, and in doing the things alleged in this complaint, were acting within the course and scope of that agency and employment, and, therefore, are vicariously liable for the acts of each other. Each act was ratified by each other defendant. Each defendant is liable, in whole or in part, for Plaintiff's damages and injuries.
8. Plaintiff does not know the true names of defendants sued, as DOES 1-25, but will seek leave to amend this complaint when Plaintiff discovers the identity of any of the Defendants now sued under the fictitious names DOES 1-25.
9. Defendants engage in business in the state within the meaning of the term as defined by § 17.042, Tex. Civ. Prac. & Rem. Code.

IV. JURISDICTION AND VENUE

10. The plaintiff seeks monetary relief in an amount over \$250,000 but not more than \$1,000,000 as provided by Tex. R. Civ. P. 47(c). The damages sought are within the jurisdiction of this court.
11. The Court has jurisdiction over this action because the amount in controversy, exclusive of interest and costs, exceeds this Court's minimum jurisdictional requirement.
12. The Court has jurisdiction over Defendants, because Defendants purposefully availed itself of the privileges and benefits of conducting business in Texas and maintains its principal office in Texas pursuant to § 17.042, Tex. Civ. Prac. & Rem. Code.
13. Venue is mandatory in Harris County, Texas, pursuant to Texas Civil Practice and Remedies Code Section 15.002(a)(1), because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas.

V. BACKGROUND FACTS

16. Plaintiff Aisha Wright, a dedicated and diligent employee, faced clear and egregious acts of employment discrimination and retaliation in her workplace, necessitating legal action against her employer, Union Pacific Railroad, and her union, Transportation Communications Union IAM. Recognizing the need for competent legal representation, she retained Defendants RMH Law Firm, PLLC, and its attorney, Staci Danielle Childs, to represent her in her federal lawsuit seeking justice for the unlawful treatment she endured.
17. Plaintiff had a strong case, supported by substantial evidence, which, if competently litigated, would have survived any dispositive motions and likely resulted in a favorable jury verdict or bench trial ruling. However, due to the gross negligence, incompetence, and complete lack of participation by Defendants, Plaintiff's case was dismissed with prejudice, barring her from ever obtaining the justice she rightfully deserved.

18. Defendants undertook the representation of Plaintiff with the express duty to advocate zealously on her behalf. Instead, they utterly abandoned their responsibilities, failing at every stage of the litigation process, effectively forfeiting Plaintiff's opportunity to have her claims heard and adjudicated on the merits.
19. Defendants' negligence was pervasive and systemic. They failed to file foundational and mandatory documents required under federal procedural rules, including the Rule 26(f) discovery control plan, which is an essential component of case management and trial preparation. Without this filing, discovery was never properly initiated, depriving Plaintiff of the opportunity to gather and present critical evidence in support of her claims.
20. Defendants did not engage in any motion practice, failed to submit any responsive pleadings, and completely disregarded court-imposed deadlines, demonstrating a pattern of incompetence and willful disregard for Plaintiff's legal rights. Their lack of participation extended to failing to attend key hearings, respond to motions filed by opposing counsel, or file even the most basic pleadings required to advance Plaintiff's case.
21. Because of Defendants' gross negligence and total inaction, the federal court dismissed Plaintiff's case with prejudice. This dismissal was not based on any deficiency in Plaintiff's claims but was solely the result of Defendants' complete abandonment of their duties as legal counsel.
22. Plaintiff repeatedly sought updates and clarification from Defendants regarding the status of her case, only to be met with misrepresentation, neglect and ultimately silence. When confronted about their lack of action, Defendant Staci Childs falsely assured Plaintiff that her case was proceeding as expected. These statements were blatantly false, as Defendants had done nothing to prosecute Plaintiff's claims. They did not file one single item into the case, as memorialized in the court's docket report.
23. Upon the dismissal of her case, Plaintiff sought recourse through the Texas Bar Association,

filing a grievance against Defendant Staci Childs for her blatant malpractice. In response to the grievance, Defendant Childs provided misleading and deceptive information to the Bar, attempting to conceal her negligence by omitting critical facts and failing to disclose the complete lack of filings in the federal docket, which is indisputable simply by looking at it.

24. As a direct and proximate result of Defendants' professional negligence and breach of fiduciary duty, Plaintiff has suffered irreparable harm. This harm includes but is not limited to:

- a. The permanent dismissal of her federal lawsuit, precluding any chance of legal recovery for the discrimination and retaliation she suffered.
- b. Severe financial losses, including attorney's fees paid to Defendants and the lost opportunity to recover substantial damages from her employer and union.
- c. Emotional distress, exacerbated by Plaintiff's status as a disabled individual who relied on competent legal representation to secure justice.
- d. Homelessness and financial instability caused by the failure to remedy the unlawful employment actions taken against her.

25. Plaintiff will present expert testimony demonstrating that Defendants' actions and omissions constitute legal malpractice under Texas law. Plaintiff will establish that, but for Defendants' negligence, her claims would have been properly litigated, and she would have obtained a favorable result either through settlement or trial.

26. Defendants' failure to provide competent representation is a direct breach of the standard of care expected of reasonably prudent attorneys. Their failure to act, coupled with their deceptive statements and misrepresentations to both Plaintiff and the Texas Bar, constitutes gross malpractice and a severe breach of fiduciary duty.

27. Plaintiff seeks full legal redress for the damages caused by Defendants' egregious negligence, including compensatory damages for financial losses, emotional distress, and

punitive damages for the reckless disregard shown for Plaintiff's rights and legal interests.

28. Defendants' failure in this case is not only a disservice to Plaintiff but an affront to the legal profession. Their conduct erodes trust in the legal system and warrants severe legal consequences to prevent similar injustices from occurring in the future.

VI. CAUSES OF ACTION

A. Cause of action – Legal Malpractice

30. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
31. Defendants owed Plaintiff a duty to provide competent and diligent legal representation in accordance with the standard of care expected of a reasonably prudent attorney in Texas. This duty arose from the attorney-client relationship established when Defendants were retained to represent Plaintiff in her federal employment discrimination and retaliation lawsuit.
32. Defendants breached this duty by:
33. Failing to file essential and mandatory documents in Plaintiff's federal case, including the Rule 26(f) discovery control plan.
34. Failing to pursue Plaintiff's claims or to take any meaningful action to advance the litigation.
35. Failing to provide honest and transparent communication regarding the status of Plaintiff's case, including Defendants' own negligence.
36. Defendant's breach of duty proximately caused Plaintiff's injuries. Specifically, Defendant's failure to act resulted in the dismissal of Plaintiff's federal lawsuit with prejudice, precluding Plaintiff from recovering damages for her claims of employment discrimination and retaliation.
37. Plaintiff suffered significant damages as a result of Defendant's negligence, including but not limited to: Loss of the opportunity to recover damages and obtain justice in her federal case; Emotional distress and exacerbation of her disabilities due to Defendant's abandonment;

Financial losses, including legal fees paid to Defendants and the inability to pursue alternative representation.

38. Defendant's conduct constitutes legal malpractice under Texas law. Plaintiff will establish causation through expert testimony, demonstrating that a more favorable outcome would have been achieved but for Defendant's negligence.
39. As a result of Defendant's negligence Plaintiff suffered damages, including emotional distress, discomfort and annoyance, and other damages in amounts to be proven at trial.

B. Cause of Action – Breach of Fiduciary Duty

40. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
41. Defendants, as Plaintiff's attorney, owed fiduciary duties to Plaintiff, including the duties of loyalty, honesty, and full disclosure.
42. Defendants breached these fiduciary duties by failing to act in Plaintiff's best interests, misleading Plaintiff regarding her case, and abandoning representation without proper cause.
43. Defendants' breach of fiduciary duty directly caused Plaintiff to suffer damages, including financial losses, emotional distress, and the loss of her legal claims, all of which will be ascertained at trial.
44. Plaintiff seeks equitable relief, including the disgorgement of legal fees paid to Defendants, as well as all other damages allowed by law, with statutorily authorized interest.

C. Cause of Action – Professional Negligence

45. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
46. Defendants owed Plaintiff a duty to provide legal services in accordance with the standard of care required of attorneys practicing in similar circumstances.
47. Defendants breached this duty by failing to file mandatory documents, failing to pursue Plaintiff's claims, and failing to act in a manner consistent with professional standards.
48. Defendants' breach of duty proximately caused Plaintiff to suffer financial harm, emotional distress, and damages related to the loss of her legal claims, which will be determined at trial.
49. Plaintiff seeks actual and consequential damages resulting from Defendants' professional negligence, with interest as authorized by law.

C. Cause of Action – Gross Negligence

63. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
64. Defendants' conduct constituted gross negligence, as Defendants acted with conscious indifference to Plaintiff's rights and welfare, creating a foreseeable and extreme risk of harm.
65. Defendants' gross negligence caused Plaintiff to suffer significant injuries and damages, including financial losses and emotional distress, which will be ascertained at trial.
66. Plaintiff seeks exemplary damages to punish Defendants' for their gross negligence and to deter similar conduct in the future.

D. Cause of Action - Negligent Infliction of Emotional Distress

67. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.

68. Defendants owed Plaintiff a duty of care, including the duty to provide competent and ethical legal representation.
69. Defendants breached this duty through their negligent actions and omissions, including failing to perform professional duties, failing to communicate honestly with Plaintiff, and allowing Plaintiff's case to be dismissed.
70. Defendants' negligence proximately caused Plaintiff to suffer emotional distress, including anxiety, depression, and significant emotional harm.
71. The emotional distress suffered by Plaintiff was foreseeable given the nature of Defendants' negligence and the circumstances of the case.
72. Plaintiff seeks damages to compensate for the emotional distress caused by Defendants' negligent actions.

E. Cause of Action - Intentional Infliction of Emotional Distress

73. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
74. Defendants engaged in extreme and outrageous conduct by:
75. Failing to perform essential legal duties while concealing her negligence from Plaintiff.
76. Misrepresenting the status of Plaintiff's case, leaving Plaintiff to discover the dismissal and its consequences on her own.
77. Abandoning Plaintiff during a critical stage of her case, knowing that Plaintiff was vulnerable and relying on Defendants' professional expertise.
78. Defendants' actions were intentional or, at a minimum, carried out with reckless disregard for the emotional distress they would cause Plaintiff.

79. Defendants' extreme and outrageous conduct caused Plaintiff to suffer severe emotional distress, including anxiety, depression, and emotional anguish, which were reasonably foreseeable consequences of Defendants' actions.

80. Plaintiff seeks actual and punitive damages for the emotional harm caused by Defendants' intentional infliction of emotional distress.

F. Cause of Action – Fraud and Misrepresentation

81. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.

82. Defendants knowingly made false representations or omissions of material facts regarding her handling of Plaintiff's legal matter, including the status of filings and progress in Plaintiff's federal lawsuit.

83. Defendants' misrepresentations were made with the intent to deceive Plaintiff and conceal Defendant's negligence and inaction.

84. Plaintiff reasonably relied on Defendants' misrepresentations to her detriment, causing financial harm, emotional distress, and the loss of her legal claims.

85. Plaintiff seeks damages for fraud and misrepresentation, including actual, consequential, and punitive damages, with interest as authorized by law.

G. Cause of Action – Breach of Contract

86. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.

87. Plaintiff entered into a valid and enforceable contract with Defendants for the provision of legal services.

88. Defendants breached the terms of the contract by failing to provide competent and diligent legal representation, as required by the agreement.
89. Defendants' breach of contract proximately caused Plaintiff to suffer financial harm, emotional distress, and other damages, which will be determined at trial.
90. Plaintiff seeks actual damages for Defendants' breach of contract, including the return of legal fees paid, and any consequential damages incurred as a result, with statutorily authorized interest.

H. Cause of Action – Violation of the Texas Deceptive Trade Practices Act (DTPA)

91. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
92. Defendants, acting in the course of her professional services, engaged in deceptive trade practices as defined by the Texas Business and Commerce Code § 17.46, including but not limited to:
93. Misrepresenting the quality of legal services provided.
94. Failing to disclose material facts that could not have been discovered by Plaintiff through reasonable diligence.
95. Defendant's actions caused economic harm to Plaintiff, including the loss of legal claims, additional financial burdens, and emotional distress.
96. Plaintiff seeks damages under the DTPA, including economic damages, mental anguish damages, and treble damages for Defendants' knowing and intentional conduct, along with reasonable attorney's fees.

I. Cause of Action – Breach of the Duty of Good Faith and Fair Dealing

97. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
98. Defendants owed Plaintiff a duty of good faith and fair dealing arising from their attorney-client relationship.
99. Defendants breached this duty by acting in bad faith, abandoning Plaintiff's case, and misrepresenting the status of her legal claims to conceal her negligence.
100. Defendants' breach of the duty of good faith and fair dealing caused Plaintiff to suffer damages, including financial losses, emotional distress, and harm to her legal rights.
101. Plaintiff seeks actual damages resulting from Defendants' bad faith conduct and other equitable relief as permitted by law.

VII. EXEMPLARY DAMAGES

102. Plaintiff hereby adopts by reference each and every paragraph of the facts and allegations stated in this Original Petition as if fully and completely set forth herein.
103. Defendants' conduct was intentional, willful, and demonstrated a reckless disregard for Plaintiff's rights, constituting gross negligence and fraud.
104. Plaintiff seeks exemplary damages under Texas law to punish Defendants for their egregious conduct and to deter similar actions in the future.

VIII. ATTORNEYS' FEES AND COSTS

105. Plaintiff incorporates each of the foregoing paragraphs.
106. Plaintiff retained the services of undersigned counsel to prosecute his claims.
107. Pursuant to Title VII, Plaintiff is entitled to recover reasonable attorneys' fees and costs from Defendant, including reasonable expert fees.

IX. DEMAND FOR PRESERVATION OF EVIDENCE TO DEFENDANTS

108. Plaintiff hereby requests and demands that Defendant preserve and maintain all evidence pertaining to any claim or defense related to the facts and allegations making the basis of this lawsuit, or damages resulting therefrom. Plaintiff's Demand letter to Preservation of Evidence to Defendants is attached to this Petition as Exhibit A. The letter is to provide notice that Defendants must immediately take the necessary steps to issue a litigation hold and preserve all "electronically stored information" ("ESI") and other documents, on whatever storage media, device or location, in their possession or control (including third parties) that contain potential ESI relating to the claims and defenses contained in this Petition, and that Defendants avoid spoliation of this ESI. The letter also includes a demand for Defendants to suspend all document retention or destruction policies, including but not limited to backup, restoration, deletion, destruction, and tape recycling.

X. NOTICE PURSUANT TO RULE 193.7

109. Plaintiff provides notice to Defendant pursuant to Rule 193.7 of the Texas Rules of Civil Procedure that Plaintiff may utilize as evidence during the trial of this lawsuit all documents exchanged by the parties in written discovery in this case.

XI. JURY DEMAND

Plaintiff demands a trial by jury.

XII. CONDITIONS PRECEDENT

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

XIII. PRAYER

Plaintiff respectfully requests that Defendants be cited to appear and answer, and that upon final trial of this matter, the Court enter judgment awarding Plaintiff:

- a. For general damages, in the amount according to proof;
- b. For special damages, in the amount of according to proof;
- c. Compensatory and consequential damages, including damages for emotional

distress, and other pain and suffering on all claims allowed by law in an amount to be determined at trial;

- d. Restitution and disgorgement of all fees paid by Plaintiff to Defendant
- e. For punitive and exemplary damages according to statute and according to proof, to be determined at trial;
- f. For incidental expenses, past, present and future,
- g. All economic losses on all claims allowed by law;
- h. All statutory damages allowed by law;
- i. Punitive damages on all claims allowed by law in an amount to be determined at trial;
- j. For an award of costs;
- k. For an award of reasonable attorneys' fees;
- l. For an award of post-judgment interest for the maximum amount allowed by law;
- m. For any and all other relief the Court deems just and proper.

Respectfully submitted,

/s/ John L. Pittman III

John L. Pittman III, Esq., LLM²

Texas State Bar No. 24127922

New York State Bar No. 5880646

California State Bar No. PL482988

District of Columbia Bar No. 1742578

JOHN L. PITTMAN III | ATTORNEY AT LAW, APC

925 B Street, Suite 604

San Diego, California 92101

Direct: 760-575-4040 - Fax: 877-575-5264

jlittmaniii@jp3law.com

COUNSEL FOR PLAINTIFF

AISHA WRIGHT

EXHIBIT 1

*** * ***

EXHIBIT 1

Unofficial Copy Office of Mallory Burgess District Clerk



RMH Law

RMH Law Firm, PLLC
800 Town and Country Blvd Suite 500
Houston, TX 77024

Telephone: (346) 236-4413 **Email:** rmhlawfirm@gmail.com **Fax:** 346-770-2823

Client Name: Aisha Wright
Client Phone Number: 903-630-0916
Client Email: aishawright68@gmail.com

RE: Engagement of the RMH Law Firm, PLLC in connection with Aisha Wright in a wrongful termination.

We appreciate being asked to represent you in association with the above referenced legal matter. Our experience has been that clients sometimes find it helpful for us to set forth, at the outset of our representation, the role and responsibilities of both our law firm and the client, and that is the purpose of this letter.

Scope of Engagement: As counsel for Client we will provide services necessary to the representation of Client in the above referenced matter. However, our representation of Client is limited to the aforementioned matter and does not extend to any legal representation or services not directly related to this matter, unless Client requests such and agrees to other legal representation or services in a separate agreement. Services for the above referenced matter will be based on the arrangement listed below.

Cooperation: In order to enable us to render effectively the legal services contemplated Client agrees to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

Attorney's Fees. As compensation for legal services, I agree to pay my Attorney as follows:

\$6000 for engagement of the RMH Law Firm, PLLC in connection with Aisha Wright in a wrongful termination.

\$500 Due immediately as down payment.

\$1833 Due on 9/27/20, 10/27/20, 11/27/20 until balance paid in full.

The total amount for each stage of representation must be received by Attorney prior to beginning the representation of Client. Any unused portion of services will be refunded back to the client at the finalization of legal services.

Costs and Expenses. In addition to paying Attorney's fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying, postage, facsimile costs, Federal Express or other delivery charges, notary or addendums, service or citation.



RMH Law

RMH Law Firm, PLLC
800 Town and Country Blvd Suite 500
Houston, TX 77024

Telephone: (346) 236-4413 **Email:** rmhlawfirm@gmail.com **Fax:** 346-770-2823

Withdrawal or Termination: Our relationship may be terminated by either of us at any time by written notice to the other party. We reserve the right to withdraw from our representation if,

among other things, Client should fail to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical, or ineffective. If we elect to withdraw for any reason, Client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on Client's behalf to the date of withdrawal.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing this letter in the space provided below and return it to the undersigned.

Please contact us if you have any questions. We appreciate the chance to be of service and look forward to working with you.

Sincerely,

Staci Danielle Childs, Esq.

Randall Belt-Spencer, Esq.
For RMH Law Firm, PLLC

ACCEPTED AND AGREED to:

DocuSigned by:

Aisha Wright

9/3/2020

0C8B83E58DCB416

EXHIBIT 2

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EXHIBIT 2

Unofficial Copy Office of Mallory Burgess District Clerk

08/12 /2020	Debit: PIN purchase from 1 STOP #7 904 LATHROP ST HOUSTON TXUS	\$50.00
08/12 /2020	Debit: PIN purchase from 1 STOP #7 904 LATHROP ST HOUSTON TXUS	\$120.00
08/12 /2020	Debit: PIN purchase from 1 STOP #7 904 LATHROP ST HOUSTON TXUS	\$17.00
08/14 /2020	Debit: PIN purchase from H-E-B #759 19529 NORTHPARK DRIVE KINGWOOD TXUS	\$11.90
08/14 /2020	Debit: PIN purchase from H-E-B #759 19529 NORTHPARK DRIVE KINGWOOD TXUS	\$27.00
08/14 /2020	Debit: PIN purchase from SHELL SERVICE STATION SHELL HOUSTON TXUS	\$100.00
08/14 /2020	Debit: PIN purchase from SHELL SERVICE STATION SHELL HOUSTON TXUS	\$56.00
08/14 /2020	Debit: PIN purchase from SHELL SERVICE STATION SHELL HOUSTON TXUS	\$100.00
08/14 /2020	Debit: PIN purchase from SHELL SERVICE STATION SHELL HOUSTON TXUS	\$110.00
08/15 /2020	Debit: Signature purchase from 4445029760386 SMOOTHIE KING - 0827 - HUMBLE TX 99999999 4445029760386	\$9.20
08/17 /2020	Debit: Signature purchase from 08328250833MDF MCDONALD'S F37146 HUMBLE TX 99999999 08328250833MDF	\$0.17
08/26 /2020	Debit: Preauthorized Payment to CREDIT ACCEPTANC for BILLPAY	\$389.88
08/26 /2020	Debit: ATM Cash Withdrawal at BRANCH BANKING AND TRUST N HOUSTON-HUMBLE HUMBLE TXUS	\$303.00
08/26 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
08/26 /2020	Debit: PIN purchase from WAL-MART #4298 9235 N SAM HOUSTON PKWYHUMBLE TXUS	\$134.57
08/26 /2020	Debit: PIN purchase from 1 STOP #7 904 LATHROP ST HOUSTON TXUS	\$200.00
08/26 /2020	Debit: Signature purchase from 579000000004212 FIRSTACCESS877-259-375 877-2593755 SD 76373515 579000000004212	\$40.00
08/27 /2020	Debit: Signature purchase from 341222706887 JADE PALACE HUMBLE TX 7956 341222706887	\$31.40
08/27 /2020	Debit: Signature purchase from 992204587883 WESTERN FINANCE 4325202323 TX 9549 992204587883	\$39.00
08/27 /2020	Debit: Signature purchase from 899000004230387 RMH LAW FIRM PLLC HOUSTON TX 08347404 899000004230387	\$500.00
08/27 /2020	Debit: Signature purchase from 992204589889 CPS PROCESSING FEE 8003590710 SC 9639 992204589889	\$1.27

09/25 /2020	Debit: ATM Cash Withdrawal at 24 SEVEN # 3-LI03180 5001 E CROSSTIMBERS ST HOUSTON TXUS	\$92.99
09/25 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
09/25 /2020	Debit: Signature purchase from 614527501652399 JACK IN THE BOX 0663 HOUSTON TX 99999999 614527501652399	\$3.99
09/26 /2020	Debit: Signature purchase from 899000004230387 RMH LAW FIRM PLLC HOUSTON TX 06347404 899000004230387	\$1,833.00
09/26 /2020	Debit: Signature purchase from 173007684991 WELLS FARGO C/A #00675 HUMBLE TX 7489 173007684991	\$530.00
09/26 /2020	Debit: OTC Withdrawal Fee	\$3.00
09/27 /2020	Debit: Signature purchase from 372741618881 ESA HOUSTON IAH HOUSTON TX 0200 372741618881	\$1,000.00
09/28 /2020	Debit: Signature purchase from 02503364861MDF MCDONALD'S F4861 HUMBLE TX 99999999 02503364861MDF	\$9.52
09/28 /2020	Debit: Signature purchase from 000108109012771 INFINITY INSURANCE BIRMINGHAM AL 96515231 000108109012771	\$278.26
09/29 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$4.00
Total Withdrawals and Debits		\$5,554.50

Summary of Fees Charged to Your Card Account

(Third-party fees are not included in this Summary)

	This Month	YTD
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$3.00	\$9.00
Total Reversed Fees	\$0.00	\$0.00
Total Other Fees	\$40.50	\$148.00
Total Fees	\$43.50	\$157.00

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Telephone us at 1-877-849-3249, or write us at P.O. Box 2136, Austin, TX 78768-2136, 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 allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-877-849-3249 or writing us at P.O. Box 2136, Austin, TX 78768-2136. You will need to tell us:

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.

12/05 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
12/07 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$3.00
12/09 /2020	Debit: Signature purchase from 02503364861MDF MCDONALD'S F4861 HUMBLE TX 99999999 02503364861MDF	\$8.42
12/09 /2020	Debit: Signature purchase from 334039431880 POPEYES 11545 / 20 HOUSTON TX 9713 334039431880	\$7.25
12/09 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$6.00
12/10 /2020	Debit: Signature purchase from 02503364861MDF MCDONALD'S F4861 HUMBLE TX 99999999 02503364861MDF	\$7.58
12/10 /2020	Debit: Signature purchase from 542929804308666 FRIENDLY LOANS INC 281-445-5454 TX 99999999 542929804308666	\$23.00
12/10 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$2.00
12/14 /2020	Debit: Plan Fee 12/10/2020	\$5.00
12/15 /2020	Debit: Signature purchase from 899000004230387 RMH LAW FIRM PLLC HOUSTON TX 06347404 899000004230387	\$300.00
12/15 /2020	Debit: Signature purchase from 4445197770404 WENDY'S 11501 HOUSTON TX 99999999 4445197770404	\$9.06
12/15 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$5.00
12/17 /2020	Debit: ATM Cash Withdrawal at HANDI STOP #K567873 14103 HOMESTEAD HUMBLE TXUS	\$202.95
12/17 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
12/18 /2020	Debit: ATM Cash Withdrawal at 1 STOP # 1 -W00329 1503 GEARS RD. HOUSTON TXUS	\$103.00
12/18 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
12/18 /2020	Debit: ATM Transaction Decline Fee - Domestic	\$1.00
12/18 /2020	Debit: ATM Balance Inquiry Fee - Domestic	\$0.50
12/18 /2020	Debit: ATM Cash Withdrawal at 1 STOP # 1 -W00329 1503 GEARS RD. HOUSTON TXUS	\$63.00
12/18 /2020	Debit: ATM Withdrawal Fee - Domestic	\$2.50
12/18 /2020	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$4.00

01/27 /2021	Debit: Signature purchase from 341222706887 JADE PALACE HUMBLE TX 7956 341222706887	\$31.39
01/27 /2021	Debit: Signature purchase from 395700824150 CAPITAL ONE CARD PYMT 800-9557070 VA 00000007 395700824150	\$40.00
01/27 /2021	Debit: Signature purchase from 445531482997 PAYMENTUS CORP 9802723788 NC 0000 445531482997	\$3.95
01/27 /2021	Debit: Signature purchase from 4445029929312 SPDPY*CONTFINCO 866-449-4514 DE 99999999 4445029929312	\$30.00
01/27 /2021	Debit: Signature purchase from 08328250833MDF MCDONALD'S F37146 HUMBLE TX 99999999 08328250833MDF	\$8.43
01/27 /2021	Debit: Signature purchase from 4445031502727 SPDPY*REG FINANCE LOAN 888-636-3538 SC 99999999 4445031502727	\$50.55
01/27 /2021	Debit: Signature purchase from 313611001881 MURPHY7467ATWALMART HUMBLE TX 0010 313611001881	\$23.78
01/27 /2021	Debit: Signature purchase from 899000004230387 RMH LAW FIRM PLLC HOUSTON TX 06347404 899000004230387	\$300.00
01/27 /2021	Debit: Signature purchase from 992204589889 CPS PROCESSING FEE 8003590710 SC 9639 992204589889	\$1.45
01/27 /2021	Debit: Signature purchase from 992204587883 WESTERN FINANCE 4325202323 TX 9549 992204587883	\$44.67
01/27 /2021	Debit: Signature purchase from 445471471992 CREDIT ACCEPTANCE CORP 2483532700 MI 0000 445471471992	\$389.88
01/27 /2021	Debit: Signature purchase from 328008271996 AT&T*BILL PAYMENT 8003310500 TX 0001 328008271996	\$311.92
01/27 /2021	Debit: Signature purchase from 487031133993 WORLD FINANCE E2 8642989800 SC 0001 487031133993	\$91.00
01/27 /2021	Debit: Signature purchase from 226145492998 E-COMPLISH INC 8888477744 NY 9663 226145492998	\$2.49
01/27 /2021	Debit: Signature purchase from 4445029760386 SMOOTHIE KING - 0827 - HUMBLE TX 99999999 4445029760386	\$7.90
01/27 /2021	Debit: Signature purchase from 542929804308666 FRIENDLY LOANS INC 281-445-5454 TX 99999999 542929804308666	\$23.00
01/27 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$14.00
01/27 /2021	Debit: Signature purchase from 700100035581 MAIN FINANCE SERVICES 713-2229561 TX 99999999 700100035581	\$32.00
01/27 /2021	Debit: Signature purchase from 700100046622 GOLD STAR FINANCE - HU 281-5404002 TX 99999999 700100046622	\$63.00
01/27 /2021	Debit: Signature purchase from 372741618881 ESA HOUSTON IAH HOUSTON TX 0200 372741618881	\$1,185.00
01/27 /2021	Debit: Signature purchase from 700100032496 TITLEMAX 888-4853629 TX 99999999 700100032496	\$98.58

02/01 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$54.50
02/01 /2021	Debit: Signature purchase from 530961280055559 MI RANCHO MEXICAN GRIL HUMBLE TX 99999999 530961280055559	\$23.26
02/02 /2021	Debit: Signature purchase from 4445900004298 WM SUPERCENTER #4298 HUMBLE TX 99999999 4445900004298	\$12.88
02/02 /2021	Debit: Signature purchase from 372375790881 NEE HAO HOUSTON TX 8346 372375790881	\$13.37
02/02 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$18.00
02/02 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$6.50
02/02 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$19.92
02/03 /2021	Debit: Signature purchase from 02503364861MDF MCDONALD'S F4861 HUMBLE TX 99999999 02503364861MDF	\$3.79
02/03 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$6.00
02/04 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$5.00
02/05 /2021	Debit: Signature purchase from 313611001881 MURPHY 7467ATWALMART HUMBLE TX 0010 313611001881	\$18.01
02/05 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$3.00
02/08 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$7.00
02/09 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$29.00
02/10 /2021	Debit: Signature purchase from 899000004230387 RMH LAW FIRM PLLC HOUSTON TX 06347404 899000004230387	\$300.00
02/10 /2021	Debit: Signature purchase from 334039431880 POPEYES 11545 / 20 HOUSTON TX 9713 334039431880	\$5.67
02/10 /2021	Debit: PIN purchase from KROGER #190 9475 FM 1960 BYPASS HUMBLE TXUS	\$14.00
02/11 /2021	Debit: Signature purchase from 048204298995 WAL-MART #4298 HUMBLE TX 0001 048204298995	\$7.36
02/11 /2021	Debit: Signature purchase from 614527501652399 JACK IN THE BOX 0663 HOUSTON TX 99999999 614527501652399	\$3.78
02/11 /2021	Debit: Plan Fee 02/10/2021	\$5.00
02/11 /2021	Debit: ATM Cash Withdrawal at CHEVRON FOOD-LI04362 15207 VICKERY DR. STEA HOUSTON TXUS	\$202.75