

CITIBANK (SOUTH DAKOTA) N.A. § IN THE 164th JUDICIAL
 VS. § DISTRICT COURT OF
 NASEEM JILANI § HARRIS COUNTY, TEXAS

MOTION FOR DEFAULT JUDGMENT

Plaintiff, CITIBANK (SOUTH DAKOTA) N.A. ("Citibank"), moves this Court for an order of default judgment against Defendant for failure to file an appearance or answer, or otherwise plead to Plaintiff's Original Petition.

I. FACTS

1. Plaintiff filed its Original Petition with this Court.
2. The return of service, filed with this Court, shows that Defendant was served with a copy of Plaintiff's Original Petition on August 31, 2004. The return of service has been on file for more than ten (10) days.
3. Defendant has failed to file an appearance, file an answer, or otherwise respond to Plaintiff's Original Petition within the period of time prescribed in the Texas Rules of Civil Procedures.
4. Defendant's failure to answer admits the allegations of liability and, because the claim is liquidated, damages. Plaintiff, therefore, moves for a judgment as to liability and damages.
5. In compliance with the Soldiers and Sailors Relief Act, the Affidavit of Non-Military Service is attached as Exhibit "2". In addition, the Certificate of Last Known Address is attached hereto.

II. DAMAGES

6. Plaintiff is entitled to a default judgment on liability and damages.
7. The damages in Plaintiff's petition are liquidated and proved by a written instrument

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 CHARLES BACARISSE
 DISTRICT CLERK
 HARRIS COUNTY, TEXAS
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and may be accurately calculated; therefore, no hearing is necessary to establish the amount of damages. In support of damages, Plaintiff attaches as Exhibit "1" a copy of its client affidavit and billing statement that was attached to its Original Petition.

8. Plaintiff requested reasonable and necessary attorney's fees and attaches as Exhibit "3" an affidavit proving attorney's fees in this case.

III. PRAYER

9. For these reasons, Plaintiff asks the Court to sign a final default judgment granting court costs and all relief requested in this Motion.

Respectfully submitted,

**McCLESKEY, HARRIGER,
BRAZILL & GRAF, L.L.P.**
P.O. Box 3340
Lubbock, Texas 79452-3340
(806) 796-7375
FAX (806) 796-7365

By: 

Allen L. Adkins
State Bar No. 00910050
Samuel E. Sprowles
State Bar No. 24041963
Attorneys for Plaintiff

CERTIFICATE OF LAST KNOWN MAILING ADDRESS

Pursuant to the TEXAS RULES OF CIVIL PROCEDURE, I certify that the last known mailing address of Defendant, NASEEM JILANI, is: **3630 Aldine Mail Route Rd, Houston TX 77039.**

Respectfully submitted,

**McCLESKEY, HARRIGER,
BRAZILL & GRAF, L.L.P.**

By: 

Allen L. Adkins
State Bar No. 00910050
Samuel E. Sprowles
State Bar No. 24041963
Attorneys for Plaintiff

Citibank (South Dakota), N.A.

Plaintiff,

Vs

AFFIDAVIT

NASEEM JILANI
5424180136345706

Defendant,

STATE OF MISSOURI)
COUNTY OF PLATTE) ss:

Kathy Jurgeson

, who is of lawful age, after first being duly sworn, deposes and says as follows:

1. Citicorp Credit Services, Inc. (USA), referred to as "CCSI/USA" herein, and the Plaintiff Citibank (South Dakota), N.A. are both wholly owned subsidiaries of Citigroup, Inc. By contract, CCSI/USA has agreed to collect debt owed to Citibank (South Dakota), N.A. on its credit card accounts.
2. By virtue of the described contract relationship and my employment, all information contained in and/or about delinquent Citibank (South Dakota), N.A. credit card accounts are made available to me for the purpose of collecting such delinquent debt. I have personal knowledge of all relevant financial and account information concerning Citibank (South Dakota), N.A. account number 5424180136345706, which is made the subject of this lawsuit, including: the name and address of the debtor, the history of all charges representing loans, finance charges, fees imposed; payments made and credits received; the outstanding balance due; that Defendant did apply for and was issued that credit card account by Citibank (South Dakota), N.A.; that Defendant did thereafter use or authorize the use of the credit card account for the purpose of obtaining loans to purchase goods and services or cash advances; that Defendant has been provided monthly statements required by the Federal Truth In Lending Act describing the amount due; that Defendant did fail to make timely payments on the credit card account according to the terms of the card agreement and as requested on monthly statements of account; and that Defendant is presently in default of those terms. By virtue of such default the entire balance of \$6,045.90 on the account is presently due and owing.
3. Demand for payment of the balance owing was made more than thirty (30) days prior to making this affidavit, after which the attorneys representing Citibank (South Dakota), N.A. were retained for the purpose of collecting the delinquent debt owed on the credit card account referenced above.
4. Exhibit A attached hereto is a hard copy print out of the financial information, including the balance owing, residing on the Citibank (South Dakota), N.A. computer system as of the date the account(s) was (were) referred for collection to the attorney maintaining this lawsuit. The balance owing on the date of referral has remained unchanged from and after that date.
5. The debt reflected on Exhibit A is delinquent, past due and remains due and owing. Plaintiff is the party and entity to whom the delinquent debt is owed. There are no set-offs, credits, or allowances due or to become due from the Plaintiff to the Defendant, other than those set forth herein or set forth on Exhibit A attached hereto.
6. Defendant has made no claim of being an active member in the military services of the United States or any state thereof, and to the best of my knowledge, the defendant is not an active member in military service. Nor has Defendant requested reduction of the interest rate on the account to six percent (6%) pursuant to the Soldiers and Sailors Civil Relief Act.

Affiant

Attorney Management Specialist
Title

Personally known to me, subscribed and sworn to before me, a notary public for the state of Missouri, this 30 day of March, 2004

(SEAL)

My Commission Expires:

Cheryl Preston

CHERYL PRESTON
Notary Public - State of Missouri
St. Louis, MO 63104
My Commission Expires March 11, 2005

TX.3227.293

Ex. 1

03/23/04

\$6045.90

\$9999.99

SITE:KC-CL

TM:CO-5000

ACID:KCB3074

03/12/04

17:51:52:

NASEEM JILANI
ATTNY ACCOUNT-CODE=LB40
HOUSTON
77039-4640000

TX

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi® Premier Card

Account Number

5424 1801 3634 5706

Customer Service:

1-800-925-8871

BOX 6000

THE LAKES, NV

89163-6000

Total Credit Line

\$6810

Available Credit Line

\$0

Cash Advance Limit

\$3000

Available Cash Limit

\$0

New Balance

\$6045.90

Statement/
Closing Date

02/27/2004

Amount Over
Credit Line

\$0.00

Past Due

\$1454.29

Purch/Adv
Minimum Due

\$125.00

Minimum
Amount Due

\$6045.90

Sale Date Post Date

Reference Number

Activity Since Last Statement

Amount

Help is available! Please call the toll-free
number shown above to learn about our special
payment options. Call Monday - Friday, 7 am to
9 pm, or Saturday, 8 am to 5 pm, Central Time.
Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,045.90	\$0.00	\$0.00	\$0.00	\$6,045.90
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$6,045.90	\$0.00	\$0.00	\$0.00	\$6,045.90

Days This Billing Period: 28

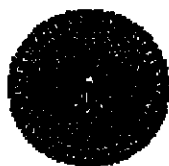
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.05203%(D)	18.990%	18.990%
ADVANCES Standard Adv	\$0.00	0.05203%(D)	18.990%	18.990%

EX. A.

EXHIBIT 2

Department of Defense Manpower Data Center

MAY-19-2004 09:16:05



Military Status Report
Pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940

◀Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
JILANI	NASEEM				
Currently not on Active Military Duty, based on the Social Security Number and last name provided.					

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

Kenneth C. Scheflen, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

If you have information that makes you feel that the DMDC response is not correct, please send an e-mail to sscra.helpdesk@osd.pentagon.mil. For personal privacy reasons, SSNs are not available on this printed results page. Requesters submitting a SSN only receive verification that the SSN they submitted is a match or non-match.

CITIBANK (SOUTH DAKOTA), N.A. § IN THE 164th JUDICIAL
VS. §
NASEEM JILANI § DISTRICT COURT OF
 §
 § HARRIS COUNTY, TEXAS

AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEE

THE STATE OF TEXAS
COUNTY OF LUBBOCK

§
§

BEFORE ME, the undersigned authority, on this day personally appeared Allen L. Adkins, attorney of record for Citibank, Plaintiff herein, who after first being duly sworn, deposed and stated as follows:

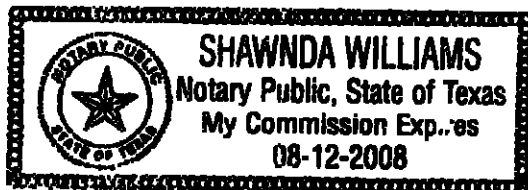
"I am over the age of twenty-one years, have never been convicted of a felony or crime of moral turpitude, I am competent to testify as to matters herein, and have personal knowledge of those facts. I am a member of the State Bar of Texas. I am familiar with the attorneys' fees normally and customarily charged in litigation of the type now before the Court, and in the county in which this case was filed.

Pursuant to CPRC §§ 38.003 and 38.004, reasonable, customary and usual attorney's fees for this case are \$1,390.56, with additional fees of \$1,500.00 in event of appeal. In addition, the attorney's fees requested in this Motion are reasonable considering the contingency fee nature of this suit. Demand for payment was made upon Defendant at least 30 days prior to filing suit and the just amount owed was never paid or tendered.

Further affiant sayeth not."


Allen L. Adkins

SUBSCRIBED AND SWORN TO before me this 17th day of October, 2004.




Notary Public, State of Texas

EXHIBIT 3

CITIBANK (SOUTH DAKOTA), N.A.

VS.

NASEEM JILANI

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FINAL DEFAULT JUDGMENT

At the hearing of this cause, Plaintiff appeared through attorney of record. Defendant, though duly cited to appear and answer, failed to file an answer within the time allowed by law. The Court considered the pleadings, official records and evidence filed in this cause and finds the awarded fees are usual, customary and reasonable. It is therefore,

ADJUDGED that Plaintiff recover judgment from Defendant as follows:

Plaintiff:	CITIBANK (SOUTH DAKOTA) N.A.
Defendant:	NASEEM JILANI
1. Principal amount awarded:	\$6,045.90
2. Attorney's fees awarded:	\$1,390.56
3. Additional fees awarded if	
Defendant unsuccessfully appeals:	\$1,500.00
4. Interest:	5% (five percent)-from the date this Judgment is signed until paid in full.
5. Costs of court:	Court cost.

Execution shall issue for this judgment. This judgment disposes of all claims and is appealable. All relief request and not herein granted is denied.

SIGNED on this 10 day of November, 2004.

Radha Dee Jensen
 JUDGE PRESIDING

APPROVED AND ENTRY REQUESTED:

McCLESKEY, HARRIGER, BRAZILL & GRAF, L.L.P.

By: 

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ATTORNEYS FOR PLAINTIFF:
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