

NO. _____

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|------------------------------|---|-------------------------|
| AMERICAN EXPRESS BANK, FSB, | § | IN THE DISTRICT COURT |
| Plaintiff | § | |
| v. | § | _____ JUDICIAL DISTRICT |
| | § | |
| PERCY ISGITT AKA P L ISGITT, | § | OF HARRIS COUNTY |
| | § | |
| Defendant(s) | § | |

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

AMERICAN EXPRESS BANK, FSB, ("Plaintiff"), complains of PERCY ISGITT AKA P L ISGITT, ("Defendant(s)"), and for its cause of action would respectfully show the Court as follows:

1. This cause of action is governed by the rules for Expedited Actions under the Texas Rules of Civil Procedure Rule 169 because the Plaintiff is seeking only monetary relief of one-hundred thousand dollars or less including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. Damages sought are within the jurisdictional limits of the court.
2. Discovery is intended to be conducted under Level 1 of Rule 190.2, of the Texas Rules of Civil Procedure.
3. Plaintiff is a federal savings bank organized under the laws of the United States of America, with a principal place of business in Salt Lake City, Utah. Plaintiff may be contacted through the undersigned attorney.

4. Defendant(s) is/are a resident(s) of HARRIS County, Texas, and may be served with process at 6304 TAGGART ST , HOUSTON, TX 77007. Venue is proper in this Court because Defendant(s) resides/reside in this county at the time of the filing of this suit.

BREACH OF WRITTEN CONTRACT

5. Defendant(s) obtained a credit account from Plaintiff. The credit account is identified as ending in account number 004.
6. Plaintiff and Defendant(s) entered into a Card Member Agreement ("the Agreement"). Under the terms of the Agreement, Plaintiff made cash advances to Defendant(s), either as actual cash or in payment for purchases made by Defendant(s) from third parties. Defendant(s) accepted each advance and under the Agreement became bound to pay Plaintiff the amounts of such advances, plus additional charges under the Agreement.
7. Defendant(s) has/have failed to repay all of the advances made under the Agreement. The current balance due, owing and unpaid under the Agreement, after allowing all just and lawful payments, credits and offsets, is \$22,632.63. The terms of the Agreement control the accrual of additional charges, interest, and other amounts. Plaintiff has made demand upon Defendant(s) for payment of the balance due under the Agreement, but Defendant(s) has/have failed and refused to pay the balance.
8. All conditions precedent to Plaintiff's right to bring suit on its claims have been performed or have occurred.

WHEREFORE, premises considered, the Plaintiff, AMERICAN EXPRESS BANK, FSB, requests that Defendant(s), PERCY ISGITT AKA P L ISGITT, be cited to appear and answer and that, upon final hearing, Plaintiff have judgment against Defendant(s) for the following:

1. \$22,632.63 as the balance due, owing, and unpaid under the Agreements;
2. All costs of this proceeding;
3. Such other and further relief to which Plaintiff may show itself justly entitled.'

Respectfully submitted,

ZWICKER & ASSOCIATES, P.C.

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