

NO. 1081023

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Stan Stanart  
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Harris County

NO. 1081023

AMERICAN EXPRESS CENTURION BANK,

Plaintiff

v.

TIMOTHY DYSON AKA TIMOTHY C DYSON,

Defendant(s)

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IN THE COUNTY COURT

AT LAW NO 2

OF HARRIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

AMERICAN EXPRESS CENTURION BANK, ("Plaintiff"), complains of TIMOTHY DYSON AKA TIMOTHY C DYSON, ("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 an industrial bank organized under the laws of the State of Utah, 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 5803 SERRANO TER LN, HOUSTON, TX 77041. 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 000.
6. Plaintiff and Defendant(s) entered into a credit account agreement ("the Agreement"). Under the terms of the Agreement, Plaintiff rendered credit services to Defendant(s). Defendant(s) accepted the credit services and under the Agreement became bound to pay Plaintiff the amounts of such credit services, plus additional amounts due under the Agreement.
7. Defendant(s) has/have failed to repay all of the credit services rendered under the Agreement. The current balance due, owing and unpaid under the Agreement, after allowing all just and lawful payments, credits and offsets, is \$11,498.42. 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.

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WHEREFORE, premises considered, the Plaintiff, AMERICAN EXPRESS CENTURION BANK, requests that Defendant(s), TIMOTHY DYSON AKA TIMOTHY C DYSON, be cited to appear and answer and that, upon final hearing, Plaintiff have judgment against Defendant(s) for the following:

1. \$11,498.42 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.  
A Law Firm Engaged in Debt Collection  
Attorneys for Plaintiff  
OLD TOWN SQUARE, 1 CHISHOLM TRAIL,  
SUITE 301  
ROUND ROCK, TX 78681  
TEL: (512)218-0488  
FAX: (512)218-0477  
EMAIL:  
ZATXATTORNEYS@ZWICKERPC.COM

BY:



ELISE D. MANCHESTER  
State Bar Number 24070566  
LAURA L. BEDFORD  
State Bar Number 24025246  
LESLIE L. SUN  
State Bar Number 24088490

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