

Velva L. Price
District Clerk
Travis County
D-1-GN-20-005322
Victoria Benavides

CAUSE NO. D-1-GN-20-005322

AMERICAN EXPRESS NATIONAL BANK,	§	IN	THE	DISTRICT	COURT
Plaintiff,	§				
	§				
vs.	§				
	§	OF	TRAVIS	COUNTY,	TEXAS
ANTHEM VAULT INC. and	§				
ANTHEM H. BLANCHARD,	§				
Defendants.	§	<u>261st</u>	JUDICIAL	DISTRICT	

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, AMERICAN EXPRESS NATIONAL BANK, “Plaintiff” herein, and files this its Plaintiff’s Original Petition complaining of ANTHEM VAULT INC. and ANTHEM H. BLANCHARD, “Defendants” herein, and for its cause of action would show unto the Court as follows:

I.

Discovery Level and Monetary Relief Sought

1. Discovery in this case is intended to be conducted under Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure. Plaintiff seeks only monetary relief of more than \$100,000.00 but less than \$200,000.00, including damages of any kind, penalties, costs, expenses, prejudgment interest and attorney fees.

II.

Parties

2. Plaintiff is AMERICAN EXPRESS NATIONAL BANK, a federal savings bank organized under the laws of the United States.

3. Defendant ANTHEM VAULT INC. is a For-Profit Corporation on which service of process can be effectuated by serving its Registered Agent, CYNTHIA DIANE BLANCHARD, at 1333 SHORE DISTRICT DRIVE #1463, AUSTIN, TX 78741.

4. Defendant ANTHEM H. BLANCHARD (SSN: ***-**-*353) is a resident of TRAVIS County, Texas, and may be served with process at 2407 S CONGRESS AVE, STE E287, AUSTIN TX 78704 or at any other address where Defendant may be found.

III.

Jurisdiction and Venue

5. Venue is proper in TRAVIS County because Defendants reside and do business in said County. The amount in controversy is within the jurisdictional limits of this Court.

IV.

Breach of Written Contract

6. Plaintiff and Defendants entered into a Cardmember Agreement (the "Agreement") for an American Express credit card number ending in *****94001. Under the terms of the Agreement, Plaintiff made cash advances to Defendants, either as actual cash or in payment for purchases made by the Defendants from third parties. Defendants accepted each advance for goods and/or services, and pursuant to the Cardmember Agreement, and became bound to pay Plaintiff the amounts of those advances plus applicable interest and finance charges.

7. The Agreement provides that Defendants may object, in writing and within sixty (60) days of notice of the charge, to any disputed charges under the Agreement. Defendants have made no objections to any charges under the Agreement, despite receiving notice of such charges more than sixty (60) days prior to the filing of this lawsuit.

8. Defendants 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, totals \$128,192.81. Plaintiff has made demand upon Defendants for payment of the balance due under the Agreement, but Defendants have failed and refused to pay the balance.

V.

Account Stated

9. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 8 of this Complaint as though fully set forth at length herein.

10. Plaintiff duly issued and sent to Defendants the Account Statements which set forth in detail all items charged to the Defendants' Account and the total amount due and owing by Defendants to Plaintiff on the Defendants' Account.

11. Defendants received the Account Statements without protest and neither objected to them nor indicated that they were erroneous in any aspect. Defendants thereby acknowledged that the debt owed to Plaintiff, as set forth in the Account Statements, is true and correct.

12. By reason of the foregoing, Plaintiff is entitled to Judgment against Defendants for an account stated in the amount of \$128,192.81.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays the Court that the Defendants be cited to appear and answer herein and that, upon a final hearing hereof, Plaintiff have and recover from the Defendants, the following:

- a. The sum of \$128,192.81 as the balance due, owing, and unpaid under the Agreement;
- b. All costs of this proceeding; and
- c. Such other and further relief to which the Plaintiff may show itself justly entitled.

Respectfully submitted,

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