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IN THE CIRCUIT COURT OF LACLEDE COUNTY, MISSOURI
(ASSOCIATE) DIVISION

CITIBANK, N.A. Plaintiff, v. HONEY BRAZEAL 466 LYNN ST LEBANON, MO 65536 Defendant(s).	)	Case No.: Division

SERVE BY:

PETITION
COUNT I

COMES NOW, Plaintiff and for its cause of action against Defendant states:

1. Citibank, N.A. is a national banking association organized pursuant to federal law with capacity to contract, sue, and be sued.

2. Defendant is a person residing in the County of LACLEDE, State of Missouri, of lawful age with capacity to contract, sue and be sued.

3. Plaintiff issued to Defendant credit, in the form of a credit card. A copy of the statement of account is attached hereto, made a part of hereof, and marked "Exhibit A"

4. At the time of the issuance of said credit card to Defendant, Plaintiff caused said credit card to be accompanied by a set of rules for the use of said card.

5. Defendant by acceptance and use of said credit card made available to Defendant and, thereby, agreed with Plaintiff to the aforesaid set of rules, and to pay it or its assignee all sums of money representing credit advanced to Defendant by any person through use of said credit card.

6. Defendant accepted credit through use of said credit card by the persons, or firms, in the amounts set forth in the

attached statement.

7. Defendant breached the terms of the agreement by failing to pay all sums for credit advanced by Plaintiff to Defendant.

8. Plaintiff made demand upon Defendant for payment of each of said items, but Defendant failed to pay same or any part thereof, leaving a balance due in the sum of $4423.35.

WHEREFORE, Plaintiff prays this Court enter judgment against said Defendant as stated above in the total sum of $4423.35, plus all costs, as well as, reasonable attorneys' fees, and any other and further orders the Court deems fit and proper.

COUNT II - ACCOUNT STATED

COMES NOW, Plaintiff and for Count II of its Petition against the Defendant states:

1. Plaintiff incorporates each and every allegation of Count I as if fully set out herein.

2. Plaintiff furnished Defendant with a statement of account setting forth the balanced claimed due and demanded payment of said account.

3. Defendant has not objected to the accuracy of the statement of account, but failed to pay the balance due and, therefore, Plaintiff is entitled to judgment against Defendant on account stated.

WHEREFORE, Plaintiff prays this Court enter judgment against said Defendant as stated above in the total sum of $4423.35, plus all costs, as well as, reasonable attorneys' fees, and any other and further orders the Court deems fit and proper.

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Respectfully submitted,

MORGAN & ASSOCIATES, P.C.
OF MISSOURI

BOBBY G. IRBY #67619
2601 NW EXPRESSWAY, SUITE 205E
OKLAHOMA CITY, OK 73112
TELEPHONE (800) 279-7298
FAX (405) 425-0739
M&A: 2825296

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CITIBANK, N.A.)
)
Plaintiff,)
vs.) Case No.
HONEY BRAZEAL)
)
Defendant.)

AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Before me, the undersigned authority, personally appeared the person identified below, who being by me duly sworn, deposed as follows:

1. My name is Jared Whitton. I am of sound mind, lawful age and capable of making this Affidavit. The statements set forth in this affidavit are true and correct based on my personal knowledge and review of the business records described herein. I am authorized to make this affidavit on behalf of plaintiff Citibank, N.A. (referred to herein as "Citibank"). Citibank is a National Bank located in Sioux Falls, South Dakota.
2. I am employed by Citibank. My job title is Document Control Officer. My employment duties include being a custodian of records with respect to accounts owned by Citibank. As a custodian of records, I have knowledge of, and access to, account information and records concerning the defendant's Citibank account number currently ending in 409, which is the subject of this lawsuit (the "Account"). As a result, I am competent to testify to the matters stated herein.
3. Citibank is the originator of the Account.
4. Citibank's records regarding the Account contain the name and billing address of the defendant, the Account number (and predecessor account numbers, if any), the Account's history, which may include charges made, interest and/or fees assessed, payments and/or credits received, and the minimum payment due and the total outstanding balance due on the Account, all of which are collectively referred to as the "Account Information". Exhibit A attached hereto and incorporated herein are copies of the Account statement transaction detail for the period from 3/15/2023 to 4/13/2023 that was sent to the defendant (the "Account Statement").
5. The Account Information reflects that charges were made on the Account to purchase goods and services and/or obtain cash advances. Defendant was provided periodic billing statements for the Account when there was Account activity, which described the charges on the Account, along with interest, fees, payments, credits and the amount due on the Account.
6. Exhibit(s) A is business records reflecting information created and maintained by Citibank, in the course of regularly conducted business activity, and are part of the regular practice of Citibank to create and maintain such information, and also were made at the time of the act, transaction, occurrence or event or within a reasonable time thereafter.
7. As reflected in the Account Information, defendant did eventually fail to make required payments on the Account.
8. As a result of defendant's failure to make proper payments on the Account, defendant is presently in default on the Account.
9. The Account Information shows that the Account Statement reciting the amount of the debt was sent to the defendant either by regular mail or by electronic mail. The attached Account Statement does not reflect any outstanding disputes on the Account.
10. As reflected on the attached Account Statement, the balance on the Account is $4,423.35. After the attached Account Statement was sent to the defendant, an additional payment or credit/debit was received on the Account in the amount of $0.00. As of the date of this affidavit, the Account balance of $4,423.35 is due and owing.
11. Citibank's records reflect that defendant opened and/or used the Account and, therefore, to the best of my knowledge, defendant is neither an incompetent, nor a minor.

12. The debt reflected herein is delinquent, past due and remains due and owing. Citibank is the owner of the Account and the party and entity to whom the delinquent debt is owed.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on July 11, 2023.

Signature

Jared Whitton

Name

STATE OF ARIZONA

COUNTY OF Pima.

Signed and sworn to (or affirmed) before me on July 11, 2023 by Jared Whitton.

[STAMP]

Notary Public

My commission expires: NOV 20 2026.

ELIZABETH GUTIERREZ
Notary Public - Arizona
Pima County
Commission # 638879
My Comm. Expires Nov 20, 2026

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Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179

The Home Depot Consumer Credit Card

Customer Service:
homedepot.com/mycard
Account Inquiries:
1-866-458-7683 (TTY: 711)

Account Number: [redacted]409

Summary of Account Activity

Previous Balance	$4,301.61
Payments	-$0.00
Other Credits	-$0.00
Purchases	+$0.00
Fees Charged	+$40.00
Interest Charged	+$81.74
New Balance	$4,423.35
Past Due Amount	$809.05

Credit Limit	$0.00
Available Credit	$0.00
Amount Over Credit Limit	$823.35
Statement Closing Date	04/13/2023
Next Statement Closing Date	05/14/2023
Days in Billing Cycle	30

Payment Information

New Balance	$4,423.35
Minimum Payment Due	$975.20
Payment Due Date	May 10, 2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	16 years	$11,186
$182	3 years	$6,570 *(Savings=$4,616)*

If you would like information about credit counseling services, call 1-877-337-818 (TTY: 711).

Your Minimum Payment Due is $975.20. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay $3,950.22 by 05/10/23. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of$514.33 in full by 02/10/24 to avoid paying deferred interest charges.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

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PLEASE SEE IMPORTANT INFORMATION ON PAGE 2. Page 1 of 4 This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

Your Account Number is [redacted]409

P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed

Payment Due Date	May 10, 2023
New Balance	$4,423.35
Past Due Amount†	$809.05
Minimum Payment Due	$975.20

Amount Enclosed: $

†Past Due Amount is included in the Minimum Payment Due.
Please see reverse side to change your address.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

HONEY BRAZEAL
466 LYNN ST
LEBANON, MO 65536-2408

EXHIBIT A

03000 0097520 0442335 0005000 [redacted]409 0813

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Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance so long as you pay the New Balance less any excluded balance, plus any separately required payment on an excluded balance, in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service number on the front.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your mailed payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

Payment Other Than By Mail.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.
- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied the same day and you will be charged a $5.00 agent expedited payment fee.
- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Think You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. Account Information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

KEY CREDIT TERMS

NO INTEREST IF PAID IN FULL WITHIN 6 MONTHS* on purchases of $299 or more. Interest will be charged to your account from the purchase date if the purchase balance (including premiums for optional credit insurance) is not paid in full within 6 months.

*With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: $2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD FEB20

Please provide change of address and update/add your phone numbers* here: (Use blue or black ink.)

*Cell: *Home:

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: [redacted]409

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
04/10	LATE FEE		$ 40.00
	TOTAL FEES FOR THIS PERIOD		$ 40.00
INTEREST CHARGED			
04/13	INTEREST CHARGE ON PURCHASES		$ 81.74
	TOTAL INTEREST FOR THIS PERIOD		$ 81.74

2023 Totals Year-to-Date	
Total Fees Charged in 2023	$160.00
Total Interest Charged in 2023	$467.67

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
Revolving Balance	-	-	$3,787.28	-	$40.00	$81.74	$3,909.02	-	-	-
-NO INT FOR 18MOS - PMT REQ	$519.53	07/24/22	$514.33	-	-	-	$514.33	$41.20	$106.48	02/10/24
TOTAL			$4,301.61	$0.00	$40.00	$81.74	$4,423.35	$41.20	$106.48	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	25.99% (M)	$3,826.64	$81.74
-NO INT FOR 18MOS - PMT REQ	25.99% (M)	-	-

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