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

CITIBANK, N.A. Plaintiff, v. DARRELL E TYE 33225 HIGHWAY AA EDWARDS MO 65326 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 BENTON, 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 $3800.66.

WHEREFORE, Plaintiff prays this Court enter judgment against said Defendant as stated above in the total sum of $3800.66, 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 $3800.66, 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: 2836104

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CITIBANK, N.A.	)	
	)	
Plaintiff,	)	
vs.	)	Case No.
DARRELL E TYE	)	
	)	
Defendant.	)	

AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

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

1. My name is Aimee Dykes. 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 841, 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 5/10/2023 to 6/8/2023 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 $3,800.66. 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 $3,800.66 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 Aug 24, 2023

Signature

Aimee Dykes

Name

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this 24 day of AUG, 2023, before me, the undersigned notary, personally appeared Aimee Dykes personally known to me/proved to me through identification documents, which were N/A to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

[SEAL]

CAROLYN E. HUGHES
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 14927304
My Commission Expires Jan 26, 2026

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Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
SHOP YOUR WAY MASTERCARD®
PO Box 6276, Sioux Falls SD, 57117-6276

Account Number: [redacted] 841

SHOP YOUR WAY®

Customer Service:
syw.accountonline.com
Account Inquiries:
1-833-735-0388 (TTY: 711)

Summary of Account Activity

Previous Balance	$3,674.42
Payments	-$0.00
Other Credits	-$0.00
Purchases	+$0.00
Cash Advances	+$0.00
Fees Charged	**+$40.00**
Interest Charged	**+$86.24**
New Balance	$3,800.66
Past Due Amount	$984.00

Credit Limit	$0.00
Available Credit	$0.00
Cash Advance Limit	$0.00
Available Cash Limit	$0.00
Amount Over Credit Limit	$800.66
Statement Closing Date	06/08/2023
Next Statement Closing Date	07/09/2023
Days in Billing Cycle	30

Payment Information

New Balance	$3,800.66
Minimum Payment Due	$1,949.66
Payment Due Date	July 5, 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	13 years	$8,653
$158	3 years	$5,677 *(Savings=$2,976)*

If you would like information about credit counseling services, call 1-877-337-8188 (TTY: 711).

To avoid interruption in card services, please review the name, address, and date of birth for each authorized user on your account (if applicable) by visiting our Account Online at syw.accountonline.com and selecting Account Management. Please disregard this message if you do not have authorized users on your account or your verification is complete.

The Mastercard® Emergency Cash Advance benefit was discontinued effective March 31, 2023. No action is required on your part.

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.

8 SY 4

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

Your Account Number is [redacted] 841

SHOP YOUR WAY®

PO BOX 6286
SIOUX FALLS, SD 57117-6286

Statement Enclosed

Pay your bill and more via your Account Online

syw.accountonline.com

Payment Due Date	July 5, 2023
New Balance	$3,800.66
Past Due Amount†	$984.00
Minimum Payment Due	$1,949.66

Amount Enclosed: $

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

SHOP YOUR WAY MASTERCARD®
PO BOX 78024
PHOENIX, AZ 85062-8024

DARRELL E TYE
33225 HIGHWAY AA
EDWARDS, MO 65326-3818

EXHIBIT A

03609 0194966 0380066 0011700 [redacted] 841 0411

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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. We will begin charging interest on cash advances and balance transfers (if available on your account) on the transaction date.

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. In addition, if you have a major purchase plan balance, 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 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. We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

Balance Transfers. Balance transfer amounts are included in the "Purchases" line in the Summary of Account Activity (if balance transfers are available on your account).

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 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. 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 (Where Available).** 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. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **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 6217, 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.

SMC/TGI/SCC/SCP/HIPs FEB20

Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the Customer Service section on the front of your statement, or
- Call the Account Inquiries phone number located in the Customer Service section on the front of your statement

PAY YOUR BILL WITH JUST A TEXT TO 81802

Want a quick way to pay your Shop Your Way Mastercard® bill?

- Text PAY to 81802* using the cell phone or mobile device number associated with your account.
- After we confirm your identity, we will send you a text asking you how much you want to pay and which payment account** you want to use.
- We'll also send you a text to confirm your payment.

*Message and data rates apply. **Payment account information must be stored on your Shop Your Way Mastercard® account to take advantage of text to pay. Text to pay is not available for debit card payments. Shop Your Way and Sears credit cards are issued by Citibank, N.A. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Citi and Arc Design is a registered service mark of Citigroup Inc. Shop Your Way and related logos, are used with permission and under license from Transform SR Brands LLC. Citibank is not responsible for products or services offered by other companies.

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Account: [redacted] 841

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
06/05	LATE FEE		$ 40.00
	TOTAL FEES FOR THIS PERIOD		$ 40.00
INTEREST CHARGED			
06/08	INTEREST CHARGE ON PURCHASES		$ 86.21
06/08	INTEREST CHARGE ON CASH ADVANCES		$ 0.03
	TOTAL INTEREST FOR THIS PERIOD		$ 86.24

2023 Totals Year-to-Date	
Total Fees Charged in 2023	$240.00
Total Interest Charged in 2023	$472.12

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
REGULAR	-	-	$3,673.77	-	$40.00	$86.21	$3,799.98	-	-	-
CASH ADVANCES										
REGULAR	-	-	$0.65	-	-	$0.03	$0.68	-	-	-
TOTAL			$3,674.42	$0.00	$40.00	$86.24	$3,800.66	$0.00	$0.00	

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			
REGULAR	28.24% (D)(V)	$3,715.27	$86.21
CASH ADVANCES			
REGULAR	29.99% (D)(V)	$0.65	$0.03

(V) = Variable Rate (D) = Daily

Immediate Action Required

To avoid interruption in card services, please review the name, address, and date of birth for each authorized user on your account (if applicable) by visiting our Account Online at syw.accountonline.com and selecting Account Management.

Please disregard this message if you do not have authorized users on your account or your verification is complete.

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