

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL DISTRICT AT
DAVIDSON COUNTY, TENNESSEE

AMERICAN EXPRESS NATIONAL)
BANK, a national bank organized)
under the laws of the United States,)

Plaintiff,)

v.)

CASE NO. _____

SARAH BRITT LAYTON,)

Defendant.)

—
COMPLAINT

COMES NOW the Plaintiff, AMERICA EXPRESS NATIONAL BANK, by and through the undersigned counsel, in the above referenced matter and for its complaint against the Defendant, SARAH BRITT LAYTON, as follows:

PARTIES

1. Plaintiff, AMERICAN EXPRESS NATIONAL BANK, is organized and doing business under the laws of the United States.

2. Defendant, SARAH BRITT LAYTON, is an adult resident of the State of Tennessee and may be served with process at : 618A HAMILTON AVE NASHVILLE TN 37203.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter of this complaint.
4. Venue is proper in DAVIDSON County, Tennessee.

FACTS COMMON TO ALL COUNTS

5. That on or about July 12, 2019, Defendant, for good and valuable consideration, entered into a personal contract, a copy of which the Credit card statement, Cardmember Agreement and a Sworn Affidavit is attached hereto and incorporated herein as Exhibits.

6. Defendants, SARAH BRITT LAYTON entered into an agreement with AMERICAN EXPRESS NATIONAL BANK, or its assignor, whereby the defendant was granted the right to obtain services on open account with American Express National Bank. Plaintiff issued a Bonvoy Business Amex credit Card to the Defendant with the account number ending with [REDACTED]. Defendant owes a principal balance in the amount of \$49,485.49.

7. That on or about May 28, 2019, Defendant, for good and valuable consideration, entered into a personal contract, a copy of which the Credit card statement, Cardmember Agreement and a Sworn Affidavit is attached hereto and incorporated herein as Exhibits.

8. Defendants, SARAH BRITT LAYTON entered into an agreement with AMERICAN EXPRESS NATIONAL BANK, or its assignor, whereby the defendant was granted the right to obtain services on open account with American Express National Bank. Plaintiff issued a Bonvoy Business Amex credit card to the Defendant with the account number ending with [REDACTED]. Defendant owes a principal balance in the amount of \$1,610.77.

COUNT I: BREACH OF CONTRACT

9. Plaintiff claims the Defendant breached the terms of the written contracts, and has failed to pay to Plaintiff all amounts due pursuant to the terms of the said written contracts.

10. Plaintiff claims the Defendant owes a total sum of \$51,096.26.

11. Plaintiff is not aware of any defense, claim or offset that Defendant has to the payment of said amounts, and would allege that it is entitled to a judgment against Defendant in said amount.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff demands judgment against the Defendant SARAH BRITT LAYTON in the total sum of \$51,096.26, plus costs.

Respectfully submitted, this 1st day of May, 2023.

PREPARED AND SUBMITTED BY:
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