

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS**

CREDIT CORP SOLUTIONS, INC.

Plaintiff,

v.

BRYON SUSKI

Defendant(s).

Case No.:

PLAINTIFF'S COMPLAINT

SUBJECT TO ORS 646A.670(1) and UTCR

5.180(3) 5.180(2)

CLAIM IS \$15,810.23

ORS 21.160(1)(b)

Claim is subject to Mandatory Arbitration

1. Account Stated

2. Quantum Meruit

See the Oregon Judicial Department's website for information about debt collection cases.

Plaintiff alleges:

1.

Plaintiff is now and has been at all times mentioned herein a business organization engaged in interstate commerce. Plaintiff purchased Defendant(s) account with LendingClub pursuant to an assignment agreement, owns said account and has all rights connected therewith including the right to institute this action. In compliance with ORS 646A.670(1), Plaintiff provides the attached Consumer Debt Collection Disclosure Statement.

2.

Plaintiff is informed and alleges that Defendant(s) resides in the above named county.

3.

Defendant(s) opened the following account(s) with LendingClub: Account ending in XXXX7630.

1 4.

2 Good, wares, merchandise and/or services were purchased and/or cash advances were
3 taken through the use of the credit account(s) to Defendant(s) by LendingClub.

4 5.

5 Defendant(s) accepted and used the credit card and LendingClub sent monthly statements
6 to Defendant(s).

7 6.

8 As Plaintiff has been assigned this debt, Defendant owes Plaintiff the sum of \$15,810.23.

9 **FIRST CLAIM FOR RELIEF**

10 (Account Stated)

11 7.

12 Plaintiff repeats and re-alleges paragraphs 1-6 as if specifically set forth herein.

13 8.

14 LendingClub regularly rendered statements of account to Defendant(s). Defendant(s)
15 either never replied to said statements or replied admitting amount owed. (See attached
16 statements)

17 9.

18 By failing to respond to said statements and/or admitting amount owed, LendingClub and
19 Defendant(s) reached an agreement, actual or implied, that this was the correct balance.

20 10.

21 Defendant(s), despite demand, have not made payments on said account stated.

22 11.

23 By failing to pay as agreed Defendant has caused damages in the amount of \$15,810.23.
24
25
26
27
28

1 SECOND CLAIM FOR RELIEF

2 (Quantum Meruit)

3 12.

4 IN THE ALTERNATIVE, Plaintiff pleads a claim of Quantum Meruit. Plaintiff
5 incorporates paragraphs 1-11 into this claim.

6 13.

7 Principles of equity require Defendant(s) to pay for the benefit conferred on Defendant(s).
8 Defendant(s) caused monies to be advanced to him/her and/or credit to be extended.
9 Defendant(s) was/were fully aware of the benefit(s) received.

10 14.

11 Despite Plaintiff's demands, Defendant(s) has/have failed and refused to pay the amount
12 owed.

13 15.

14 Under the circumstances, Defendant would be unjustly enriched if allowed to accept the
15 benefit of the original creditor's money without paying restitution.

16 WHEREFORE, Plaintiff prays for judgment against Defendant(s) as follows:

17 PLAINTIFF'S PRAYER FOR RELIEF:

- 18 1. Judgment against Defendant(s) in the amount of \$15,810.23;
19 2. For interest thereon at the statutory rate of 9% per annum from the date of Judgment until
20 paid;
21 3. For Plaintiff's cost and disbursements incurred herein; plus
22 4. Such other and further relief that this Court deems just and proper.

23 DATED: August 26, 2019

24 PATENAUDE & FELIX, A.P.C.



25 MATTHEW CHEUNG, OSB# 170411

26 Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS

CREDIT CORP SOLUTIONS, INC.

Plaintiff

Case No.: _____

v.

**CONSUMER DEBT COLLECTION
DISCLOSURE**

BRYON SUSKI

Defendant

UTCR 5.180(2)

This action seek collection on a debt under ORS 646A.670. I, Plaintiff, have complied with ORS 646A.670(1).

I am a:

- ☐ debt buyer
☒ debt collector. This is an action on a debt buyer's behalf.

Information about the debt I am seeking to collect:

➤ Creditor and Debtor Information:

Original creditor's name, as used in dealings with debtor:
LendingClub

Name, address, and telephone number of the person who owns the debt:
CREDIT CORP SOLUTIONS, INC., 180 W Election Road , Draper, UT 84020, 213 833-4075

➤ Account Information:

- o Last four digits of the original creditor's account number for the debt, if the account had four or more digits: XXXX7630

The date on which the debt buyer purchased the debt: 05/25/2017

➤ Debt Information:

- ☒ See the attached detailed and itemized statement that shows the information listed below (if not checked, complete all information below)

o Payment Information

- ☐ The debtor made no payment
☒ The debtor made at least one payment
*Amount debtor last paid: \$691.23
*Date of last payment: 11/16/2016
*Amount and date of debtor's last payment before debtor's default
or before debt was charged-off:

o Balance Information:

*Balance due on the date the debt was charged-off: \$15,810.23

o Other Information (check all that apply):

☐ Imposed by original creditor, if known to plaintiff:

Amount and rate of interest: _____

Fees, if any: _____

Charges: _____

☐ Imposed by debt buyer (or any prior owner), if known to plaintiff:

Amount and rate of interest: _____

Fees, if any: _____

Charges, if any: _____

☐ Fees sought by plaintiff, if any: _____

☒ Any other fee, cost, or charge that the debt buyer seeks to recover: Plaintiff will seek to recover the filing fee and costs for service of process. Plaintiff also seeks post-judgment interest at 9% from date of Judgment until paid.

I hereby declare that the above statements are true to the best of my knowledge and belief, and that I understand they are made for use as evidence in court and I am subject to penalty for perjury.

August 26, 2019

Date


Signature

MATTHEW CHEUNG

Name (printed)

1618 SW First Ave, Suite 205,

Portland, OR 97201

(503) 208-2676

Contact Address

City, State, ZIP

Contact Phone

ORIGINAL DEBT SALE AFFIDAVIT

STATE OF: California
COUNTY OF: San Francisco

Andrew Jensen being duly sworn, deposes and says:

1. I am over 18 and not a party to this action. I am Director of Lending Club ("Seller"). In that capacity, I am a custodian of certain books and records of Seller, and am aware of the process of the sale and assignment of electronically stored business records.

2. Seller facilitates or owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Seller.

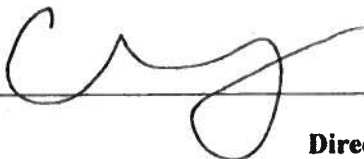
3. As a custodian of records for Seller, my duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

4. On or about May 25th, 2017 Seller sold (or caused to be sold) a pool of charged-off accounts (the "Accounts") to Credit Corp Solutions, Inc. ("Buyer"). Pursuant to the sale, Seller sold (or caused to be sold), transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.

5. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

6. The above statements are true to the best of my knowledge.

Executed this 1st day of June, 2017.



Andrew Jensen
Director, Lending Club


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF: California
COUNTY OF: San Francisco

On 1 June 2017 before me, Andrew Alexander Cheng, Notary Public, personally appeared Andrew Jensen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public – Andrew Cheng

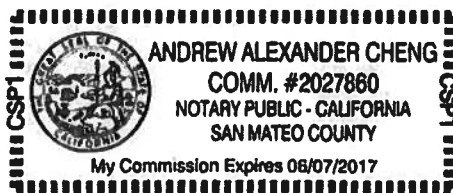


EXHIBIT II

BILL OF SALE

LendingClub Corporation, a Delaware corporation ("LendingClub") and Credit Corp Solutions Inc., a Delaware corporation ("Buyer") executed an Account Purchase Agreement dated May 23, 2017 ("Agreement"). The terms of the Agreement will govern this Bill of Sale and any capitalized but undefined terms herein will have the meanings given to such terms in the Agreement.

For value received and in further consideration of the mutual covenants and conditions set forth in the Agreement, the Investors referenced in the data file named Lot515finaldata transfer(s), sell(s), conveys(s), grant(s), and deliver(s) to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on the Closing Date, and as further described in the Agreement.

Pursuant to the Agreement, on May 25, 2017 ("Closing Date"), each Investor will sell (or cause to be sold) a pool of Accounts held by such Investors described in the Account Schedule attached to this Bill of Sale, which was delivered to Buyer on the Closing Date (the "Account Schedule").

LendingClub represents and warrants that each of the undersigned Investors has executed a limited power of attorney between such Investor and LendingClub wherein a designated power is for LendingClub to act as attorney-in-fact for such Investor and to execute this Bill of Sale on behalf of such Investor and take any action and execute any instruments or documents that LendingClub may deem reasonably necessary or advisable in connection with the transfers contemplated thereby.

Lot Number: 515

Total Unpaid Balance: \$14,959,951.27

Number of Accounts: 1,483

DATED: May 25, 2017

SELLER: LENDINGCLUB CORPORATION

DocuSigned by:
By: Russ Elmer
D40C54A58D9B4A5...

Name (print): Russ Elmer
Title: GENERAL COUNSEL

SELLER: LC Trust I

DocuSigned by:
By: Russ Elmer
D40C54A58D9B4A5...

Name (print): Russ Elmer
Title: GENERAL COUNSEL

Customer Name: Bryon Suski
Account Number: 7630
Original Creditor: WebBank - Serviced by LendingClub Corporation
Statement Period: 28 October 2015 - 10 April 2017
Loan Amount: \$22,000.00
Interest Rate: 8.18%
Charged Off Amount: \$15,810.23

Create Date	Interest Accrued	Fees Accrued	Payment Received	Date Payment Received	Principal Paid	Principal Balance	Interest Paid	Interest Balance	Fees Paid	Fee Balance	Total Balance End
10/28/2015	\$0.00	\$0.00	\$0.00		\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
11/27/2015	\$149.97	\$0.00	\$691.23	12/03/2015	\$541.26	\$21,458.74	\$149.97	\$0.00	\$0.00	\$0.00	\$21,458.74
12/24/2015	\$146.28	\$0.00	\$691.23	12/31/2015	\$544.95	\$20,913.78	\$146.28	\$0.00	\$0.00	\$0.00	\$20,913.78
01/27/2016	\$142.56	\$0.00	\$691.23	02/02/2016	\$548.67	\$20,365.12	\$142.56	\$0.00	\$0.00	\$0.00	\$20,365.12
02/26/2016	\$138.82	\$0.00	\$691.23	03/03/2016	\$552.41	\$19,812.71	\$138.82	\$0.00	\$0.00	\$0.00	\$19,812.71
03/25/2016	\$135.06	\$0.00	\$691.23	03/31/2016	\$556.17	\$19,256.53	\$135.06	\$0.00	\$0.00	\$0.00	\$19,256.53
05/09/2016	\$188.15	\$0.00	\$748.11	05/13/2016	\$559.96	\$18,696.57	\$188.15	\$0.00	\$0.00	\$0.00	\$18,696.57
06/10/2016	\$127.45	\$0.00	\$691.23	06/15/2016	\$563.78	\$18,132.79	\$127.45	\$0.00	\$0.00	\$0.00	\$18,132.79
07/10/2016	\$123.61	\$0.00	\$691.23	07/14/2016	\$567.62	\$17,565.17	\$123.61	\$0.00	\$0.00	\$0.00	\$17,565.17
08/10/2016	\$119.74	\$0.00	\$691.23	08/15/2016	\$571.49	\$16,993.67	\$119.74	\$0.00	\$0.00	\$0.00	\$16,993.67
09/10/2016	\$115.84	\$0.00	\$691.23	09/15/2016	\$575.39	\$16,418.28	\$115.84	\$0.00	\$0.00	\$0.00	\$16,418.28
10/10/2016	\$111.92	\$0.00	\$691.23	10/14/2016	\$579.31	\$15,838.97	\$111.92	\$0.00	\$0.00	\$0.00	\$15,838.97
11/10/2016	\$107.97	\$0.00	\$691.23	11/16/2016	\$583.26	\$15,255.71	\$107.97	\$0.00	\$0.00	\$0.00	\$15,255.71
12/10/2016	\$103.99	\$34.56	\$0.00		\$0.00	\$15,255.71	\$0.00	\$103.99	\$0.00	\$34.56	\$15,394.26
01/10/2017	\$103.99	\$0.00	\$0.00		\$0.00	\$15,255.71	\$0.00	\$207.99	\$0.00	\$34.56	\$15,498.25
02/10/2017	\$103.99	\$0.00	\$0.00		\$0.00	\$15,255.71	\$0.00	\$311.98	\$0.00	\$34.56	\$15,602.25
03/10/2017	\$103.99	\$0.00	\$0.00		\$0.00	\$15,255.71	\$0.00	\$415.97	\$0.00	\$34.56	\$15,706.24
04/10/2017	\$103.99	\$0.00	\$0.00		\$0.00	\$15,255.71	\$0.00	\$519.97	\$0.00	\$34.56	\$15,810.23