

1 BRYANT BURNSTAD, SBN 297286  
2 RESURGENCE LEGAL GROUP, PC  
3 10805 Holder Street, Suite 167  
4 Cypress, CA 90630  
5 (T) 877/440-0860 (F) 714/226-0024  
6 EMAIL: CAAttorney@ResurgenceLegal.com

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
10/07/2024 11:51 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By H. Martinez, Deputy Clerk

Refer to File Number: TP126445  
Attorney for Plaintiff

7 **SUPERIOR COURT OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES, NORTH VALLEY JUDICIAL DISTRICT**  
9 **CHATSWORTH COURTHOUSE**

LVNV FUNDING LLC,

Plaintiff

v.

DAVID BARG,  
and DOES 1 through 15 inclusive

Defendant(s).

**CASE NO.: 23CHLC22869**

**DECLARATION IN SUPPORT OF  
APPLICATION FOR ENTRY OF  
DEFAULT JUDGMENT PURSUANT  
TO CIVIL CODE §1788.60**

SUPERIOR COURT OF California, COUNTY OF LOS ANGELES  
LIMITED CIVIL JURISDICTION

LVNV Funding LLC,

Plaintiff,

vs.

David Barg, et al.,

Defendant(s).

**Case No. 23CHLC22869**

**DECLARATION IN SUPPORT OF  
APPLICATION FOR ENTRY OF  
DEFAULT JUDGMENT PURSUANT  
TO CIVIL CODE § 1788.60**

I, the undersigned, declare as follows:

1. I am an authorized representative for LVNV Funding LLC ("Plaintiff") and RESURGENT CAPITAL SERVICES, LP (RCS), servicer of this account on behalf of Plaintiff, and I am authorized on Plaintiff's and RCS's behalf to make the statements, representations and averments herein.
2. I am a competent person over eighteen years of age and make the statements herein based upon my personal review of the records pertaining to this account. Plaintiff is the current owner of the obligation sued upon, and was assigned all the rights, title and interest to Defendant's account XXXXXXXXXXXXXXX2537 (hereinafter "the Account").
3. Plaintiff purchases portfolios of delinquent accounts from either the original creditor or a subsequent purchaser of the account. As part of its operations, RCS, as servicer for Plaintiff, operates and maintains computer systems into which electronic records and information received from the seller in response to the sale and assignment communication regarding the individual accounts are integrated.

- 1 4. I am familiar with and trained on the mode and method by which Plaintiff's business records are created and  
2 maintained. The records are kept in the regular course of business. It was in the regular course of business for a  
3 person with knowledge of the act or event recorded to make the record or data compilation, or for a person  
4 with knowledge to transmit information thereof to be included in such record. In the regular course of business,  
5 the record or compilation is made at or near the time of the act or event.
- 6 5. On or about 06/27/2022, LVNV Funding LLC became the successor in interest to this Account. The attached  
7 account records were acquired and incorporated into Plaintiff's permanent business records as a result of  
8 Plaintiff's purchase of the Account. These records are kept in the regular course of business on behalf of Plaintiff  
9 and, along with other electronic records provided at purchase, are Plaintiff's primary source of business records  
10 for this Account.
- 11 6. The accuracy of such records is relied upon by Plaintiff and/or its agents in purchasing and collecting this  
12 Account. Federal law required the original creditor to send monthly statements to the Defendant at the address  
13 at which the Defendant advised that he/she was residing at the time that he/she established the account, or to  
14 any subsequent address provided by the Defendant.
- 15 7. This Account was purchased after 01/01/2014 and, therefore, is subject to California Civil Code Section  
16 1788.60.
- 17 8. In accordance with California Civil Code section 1788.58(a)(3-8), LVNV Funding LLC's records show the  
18 following relevant information concerning the Account.
- 19 a. Plaintiff is the sole owner of the Account.
- 20 b. The Account was opened on 06/01/2018 and charged off on 06/30/2021 with a balance of \$9,339.79.
- 21 c. LVNV Funding LLC records show that the balance of \$9,339.79 remains due and owing. Plaintiff is  
22 seeking to recover only that portion of the charge-off balance that remains due and owing.
- 23 d. The last payment posted to the Account on 10/23/2020.
- 24 e. The charge off creditor name and address at the time of charge off  
25 U.S. Bank, N.A.  
26 60 Livingstone Ave, EP-MN-WS3D, St. Paul, MN, 55107
- 27 f. The charge off Account number associated with the debt at time of charge off was  
28 XXXXXXXXXXXXX2537.

g. Defendants name and last known address as it appeared in the charge off creditor's records:

DAVID BARG

3454 CARIBETH DR, ENCINO CA 914364102

h. The complete chain of title including U.S. Bank, N.A. and all post charge off purchasers of the debt are as follows:

Date Of Transfer	Owner/Creditor Name	Owner/CreditorAddress
6/27/2022	U.S. Bank, N.A.	60 Livingstone Ave EP-MN-WS3D St. Paul MN 55107
6/27/2022	Resurgent Acquisitions LLC C/O Resurgent Capital Services LP	P.O. Box 10466 Greenville SC 29603
	LVNV Funding LLC C/O Resurgent Capital Services LP	P.O. Box 10466 Greenville SC 29603

9. LVNV Funding LLC's records state that LVNV Funding LLC or its agents made demand for payment of the balance herein prior to making this affidavit and Defendant(s) failed to make full payment of the amount owed on the Account.

10. Attached hereto as Exhibits A, B, and C are the account records I reviewed in executing the affidavit that relate to the Account and/or payment(s) received.

Exhibit A: Chain of Title and Seller Data Document - Establishing the facts required under Civil Code section 1788.58(a)(3) and (8)

Exhibit B: Last Monthly Billing Statement Recording a Purchase, Last Payment, or Balance Transfer - Establishing the facts required under Civil Code section 1788.52 (b) and/or 1788.58(a)(5)

Exhibit C: Billing Statement(s) - Establishing the facts required under Civil Code section 1788.58 (a)(4) and (6)

1 11. The documents attached hereto are true and correct copies of the originals, being a reproduction of the records  
2 on file on behalf of Plaintiff based upon my review, except to the extent that confidential and privileged  
3 information and/or personal identifying information is omitted or redacted as required by local rules, and  
4 applicable state and federal laws.

5 12. If called upon to testify as a witness thereon, I could and would competently testify as to all the facts stated  
6 herein.

7  
8 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

9 Dated: 08/08/2024

  
Chelsea Hudson

RESURGENT CAPITAL SERVICES,

as authorized representative of

LVNV Funding LLC

## EXHIBIT A

**EXHIBIT B**

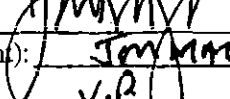
**BILL OF SALE AND ASSIGNMENT OF ASSETS**

For value received, the undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Resurgent Acquisitions LLC, a limited liability organized under the laws of Delaware ("Assignee"), all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule ("Asset Schedule") attached hereto as **Exhibit A** (the "Assets"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

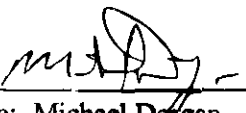
DATED: JUNE 27, 2022

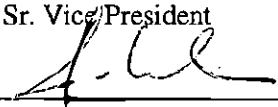
<u>Lot Number</u>	<u>Account Type</u>	<u>Number of Assets</u>	<u>Balance</u>
Lot 795			

ASSIGNEE: Resurgent Acquisitions LLC

By:   
Name (print): J. P. Morgan  
Title: V.P.

ASSIGNOR: U.S. Bank National Association  
as credit issuer operating under U.S. Bank, Elan Financial  
Services, and ACG Card Services

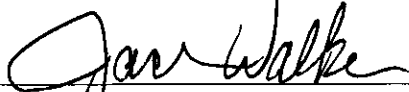
By:   
Name: Michael Dorgan  
Title: Sr. Vice President

By:   
Name: Jason Wilkerson  
Title: Vice President - Collections Manager


### Declaration of Account Transfer

Resurgent Acquisitions LLC ("RALLC"), without recourse, to the extent permitted by applicable law, transferred, sold, assigned, conveyed, granted and delivered to LVNV Funding LLC ("LVNV") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated June 21, 2022 delivered by U.S. Bank, N.A. on June 27, 2022 for purchase by RALLC on June 27, 2022. The transfer of the Assets included electronically stored business records.

Resurgent Acquisitions LLC  
a Delaware Limited Liability Company

By:   
Name: Jackson Walker  
Title: Authorized Representative

LVNV Funding LLC  
a Delaware Limited Liability Company

By:   
Name: Daniel Picciano  
Title: Authorized Representative



**Exhibit A**

**Receivables File**

**06.27.22 795\_usb\_sale\_20220621**

<b>Transfer Group</b>	<b>Portfolio</b>	<b>Transfer Batch</b>
832793	40231	N/A

FileName	LineNumber	PoolNumber	AccountNumberPAN	PrimaryCustomerLastName	PrimaryCustomerFirstName
795_usb_sale_20220621	2409	[Redacted]	[Redacted]8448	[Redacted]	[Redacted]
795_usb_sale_20220621	2410	[Redacted]	[Redacted]6250	[Redacted]	[Redacted]
795_usb_sale_20220621	2411	[Redacted]	[Redacted]5649	[Redacted]	[Redacted]
795_usb_sale_20220621	2412	[Redacted]	[Redacted]9202	[Redacted]	[Redacted]
795_usb_sale_20220621	2413	[Redacted]	[Redacted]5808	[Redacted]	[Redacted]
795_usb_sale_20220621	2414	[Redacted]	[Redacted]6193	[Redacted]	[Redacted]
795_usb_sale_20220621	2415	[Redacted]	[Redacted]0294	[Redacted]	[Redacted]
795_usb_sale_20220621	2416	[Redacted]	[Redacted]7943	[Redacted]	[Redacted]
795_usb_sale_20220621	2417	[Redacted]	[Redacted]1134	[Redacted]	[Redacted]
795_usb_sale_20220621	2418	[Redacted]	[Redacted]0812	[Redacted]	[Redacted]
795_usb_sale_20220621	2419	795	[REDACTED]2537	BARG	DAVID
795_usb_sale_20220621	2420	[Redacted]	[Redacted]6304	[Redacted]	[Redacted]
795_usb_sale_20220621	2421	[Redacted]	[Redacted]6077	[Redacted]	[Redacted]
795_usb_sale_20220621	2422	[Redacted]	[Redacted]8820	[Redacted]	[Redacted]
795_usb_sale_20220621	2423	[Redacted]	[Redacted]5432	[Redacted]	[Redacted]
795_usb_sale_20220621	2424	[Redacted]	[Redacted]5095	[Redacted]	[Redacted]
795_usb_sale_20220621	2425	[Redacted]	[Redacted]5598	[Redacted]	[Redacted]
795_usb_sale_20220621	2426	[Redacted]	[Redacted]3253	[Redacted]	[Redacted]
795_usb_sale_20220621	2427	[Redacted]	[Redacted]5704	[Redacted]	[Redacted]
795_usb_sale_20220621	2428	[Redacted]	[Redacted]8178	[Redacted]	[Redacted]
795_usb_sale_20220621	2429	[Redacted]	[Redacted]8529	[Redacted]	[Redacted]

[illegible]

[illegible]

[illegible]





[illegible]



[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

OriginalChargeoffAdditionalBalanceCategoryAmount3

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmounts3

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]



OriginalChargeoffAdditionalBalanceCategoryAmounts5

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmounts5

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]

OriginalChargeoffAdditionalBalanceCategoryAmount7

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmount7

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]

OriginalChargeoffAdditionalBalanceCategoryAmount9

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmount9

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]



[illegible]

OriginalChargeoffAdditionalBalanceCategoryAmount11

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

05

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmount11

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

05

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]

OriginalChargeoff	AdditionalBalance	Category	Amount
1	3	1	3

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoff	AdditionalBalance	Category	Amount
13			

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]

OriginalChargeoff	AdditionalBalance	Category	Amount
15			

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoff	AdditionalBalance	Category	Amount
15			

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[illegible]

[illegible]

OriginalChargeoff	AdditionalBalance	Category	Amount
17			

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmount17

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]

OriginalChargeoff	AdditionalBalance	Category	Amount
19			

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CurrentChargeoffAdditionalBalanceCategoryAmount19

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

0

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

[illegible]



[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

PrimaryCustomerLangPreference	Comaker1ContactID	Comaker1LangPreference	Comaker2ContactID	Comaker2LangPreference	Loan Type
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
UN					[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[illegible]



CurAddlBalCategoryAmt\_CALC

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

229.00

## EXHIBIT B

**November 2020 Statement**

Open Date: 10/03/2020 Closing Date: 11/02/2020

Page 1 of 3

**U.S. Bank Platinum Visa® Card**  
DAVID L BARG

Account: [REDACTED] 2537

**Cardmember Service** 1-800-285-8585  
BNK 25 US2 8 1**New Balance** \$7,617.34  
**Minimum Payment Due** \$218.00  
**Payment Due Date** 11/28/2020**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$40.00 Late Fee.**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	\$18,524
\$293	3 years	\$10,557 (Savings=\$7,967)

If you would like information about credit counseling services, call 866-951-1391.

**Activity Summary**

Previous Balance	+	\$7,039.72
Payments	-	\$213.00 <sup>CR</sup>
Other Credits		\$0.00
Purchases	+	\$647.69
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged	+	\$142.93

<b>New Balance</b>	=	<b>\$7,617.34</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$218.00</b>
Credit Line		\$8,500.00
Available Credit		\$882.66
Days in Billing Period		31

**Payment Options:**

Mail payment coupon with a check



Pay online at usbank.com



Pay by phone 1-800-285-8585



Pay at your local U.S. Bank branch

Please detach and send coupon with check payable to: U.S. Bank



2537

24-Hour Cardmember Service: 1-800-285-8585

☎ to pay by phone  
☎ to change your address

000035431 01 SP 000638623163892 P Y

DAVID L BARG  
3454 CARIBETH DR  
ENCINO CA 91436-4102

<b>Account Number</b>	[REDACTED] 2537
<b>Payment Due Date</b>	11/28/2020
<b>New Balance</b>	\$7,617.34
<b>Minimum Payment Due</b>	\$218.00

**Amount Enclosed** \$ \_\_\_\_\_**U.S. Bank**P.O. Box 790408  
St. Louis, MO 63179-0408

### **What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
- ▶ **Dollar amount:** The dollar amount of the suspected error.
- ▶ **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. 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: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

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.

### **Important Information Regarding Your Account**

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at U.S. Bank National Association, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



November 2020 Statement 10/03/2020 - 11/02/2020

Page 2 of 3

DAVID L BARG

Cardmember Service

1-800-285-8585



### Important Messages

**Paying Interest:** You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

If you believe we have inaccurately reported information to any Consumer Reporting Agency, you may submit a dispute by writing to us. In order for us to assist you with your dispute, you must provide your name, address, phone number, account number, the specific information you are disputing, the explanation of why it is incorrect, and any supporting documentation (e.g., affidavit of identity theft), if applicable, to:

U.S. Bank National Association  
Consumer Recovery Department  
Attn: CBR Disputes  
P.O. Box 108  
St Louis, MO 63166-0108

Speed through check out with the added security and convenience of PayPal. Use the U.S. Bank Mobile App or log in to Online Banking to link your card to PayPal today.

Skip the mailbox. Switch to e-statements and securely access your statements online. Get started at [usbank.com/login](https://usbank.com/login).

### Transactions

#### Payments and Other Credits

Post Date	Trans Date	Ref #	Transaction Description	Amount
10/23	10/23	0037	BRANCH PAYMENT THANK YOU	\$213.00CR
<b>TOTAL THIS PERIOD</b>				<b>\$213.00CR</b>

#### Purchases and Other Debits

Post Date	Trans Date	Ref #	Transaction Description	Amount
10/05	10/03	1192	PARIS CLEANERS ENCINO CA	\$22.75
10/05	10/03	3450	LIGHT BULBS UNLIMITED SHERMAN OAKS CA	\$36.03
10/05	10/01	9778	OFFICE DEPOT #3320 TARZANA CA	\$240.66
10/09	10/08	8302	WALGREENS #11735 ENCINO CA	\$42.58
10/13	10/09	7129	SEES CANDY 19104 ENCINO CA	\$21.93
10/13	10/10	1428	HAPPY DAYS ACE HARDWAR ENCINO CA	\$17.05
10/13	10/10	6806	BEVERAGES & MORE #129 ENCINO CA	\$14.88
10/13	10/10	1500	GELSON'S MARKETS #2 ENCINO CA	\$40.28
10/19	10/16	1834	GELSON'S MARKETS #2 ENCINO CA	\$48.21
10/19	10/16	0927	MAYO CLINIC PRESS ROCHESTER MN	\$34.04
10/19	10/16	3613	PARIS CLEANERS ENCINO CA	\$19.75
10/20	10/18	8614	WESTLAKE ACE VAN NUYS# VAN NUYS CA	\$8.75
11/02	10/30	8056	SUPER WOK TARZANA CA	\$36.79
11/02	10/31	7448	PARIS CLEANERS ENCINO CA	\$41.25
11/02	11/01	6587	RALPHS #0006 ENCINO CA	\$22.74
<b>TOTAL THIS PERIOD</b>				<b>\$647.69</b>

Continued on Next Page



November 2020 Statement 10/03/2020 - 11/02/2020  
DAVID L BARG

Page 3 of 3  
Cardmember Service 1-800-285-8585

## Transactions

### Interest Charged

Post Date	Transaction Description	Amount
11/02	INTEREST CHARGE ON PURCHASES	\$96.67
11/02	INTEREST CHARGE ON CASH ADVANCES	\$46.26
TOTAL INTEREST THIS PERIOD		\$142.93

### 2020 Totals Year-to-Date

Total Fees Charged in 2020	\$0.00
Total Interest Charged in 2020	\$1,510.22

## Interest Charge Calculation

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

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	21.99%	
**PURCHASES	\$5,300.38	\$5,176.12	YES	\$96.67	21.99%	
**ADVANCES	\$2,316.96	\$2,270.70	YES	\$46.26	23.99%	

## Contact Us



Phone

Voice: 1-800-285-8585  
TDD: 1-888-352-6455  
Fax: 1-866-568-7729



Questions

Cardmember Service  
P.O. Box 6352  
Fargo, ND 58125-6352



Mail payment coupon  
with a check

U.S. Bank  
P.O. Box 790408  
St. Louis, MO 63179-0408



Online

usbank.com

End of Statement



PayPal

## Link your credit card to PayPal today!!!

Experience faster checkouts, added security and convenience.  
It's all there for you when you link your card to PayPal.

Link your card in the U.S. Bank Mobile App or log in to usbank.com today.

Recent updates to your account may impact your eligibility to enroll in PayPal.

DAVID L BARG

## EXHIBIT C

**June 2021 Statement**

Open Date: 05/04/2021 Closing Date: 06/01/2021

Page 1 of 2

**U.S. Bank Platinum Visa® Card**  
DAVID L BARG

Account: [REDACTED] 2537

**Cardmember Service** 1-800-285-8585  
BNK 25 US2 8 1**New Balance** \$9,339.79  
**Minimum Payment Due** \$2,166.00  
**Payment Due Date** 06/28/2021**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$40.00 Late Fee.**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	\$19,866
\$359	3 years	\$12,937 (Savings=\$6,929)

If you would like information about credit counseling services, call 866-951-1391.

**Activity Summary**

Previous Balance	+	\$9,175.35
Payments		\$0.00
Other Credits		\$0.00
Purchases		\$0.00
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged	+	\$164.44

<b>New Balance</b>	=	<b>\$9,339.79</b>
<b>Past Due</b>		<b>\$1,909.00</b>
<b>Minimum Payment Due</b>		<b>\$2,166.00</b>
Credit Line		\$8,500.00
Available Credit		None
Days in Billing Period		29

**Payment Options:**

Mail payment coupon with a check



Pay online at usbank.com



Pay by phone 1-800-285-8585



Pay at your local U.S. Bank branch

Please detach and send coupon with check payable to: U.S. Bank



[REDACTED] 2537 [REDACTED]

24-Hour Cardmember Service: 1-800-285-8585

☎ to pay by phone  
☎ to change your address

000024017 01 SP 000638835492091 P Y

DAVID L BARG  
3454 CARIBETH DR  
ENCINO CA 91436-4102

<b>Account Number</b>	[REDACTED] 2537
<b>Payment Due Date</b>	6/28/2021
<b>New Balance</b>	\$9,339.79
<b>Minimum Payment Due</b>	\$2,166.00

**Amount Enclosed** \$ \_\_\_\_\_**U.S. Bank**P.O. Box 790408  
St. Louis, MO 63179-0408



### **What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
- ▶ **Dollar amount:** The dollar amount of the suspected error.
- ▶ **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. 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: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

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.

### **Important Information Regarding Your Account**

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.

2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at U.S. Bank National Association, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



June 2021 Statement 05/04/2021 - 06/01/2021

Page 2 of 2

DAVID L BARG

Cardmember Service

1-800-285-8585



### Important Messages

**Paying Interest:** You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

If you believe we have inaccurately reported information to any Consumer Reporting Agency, you may submit a dispute by writing to us. In order for us to assist you with your dispute, you must provide your name, address, phone number, account number, the specific information you are disputing, the explanation of why it is incorrect, and any supporting documentation (e.g., affidavit of identity theft), if applicable, to:

U.S. Bank National Association  
Consumer Recovery Department  
Attn: CBR Disputes  
P.O. Box 108  
St Louis, MO 63166-0108

Your account is seriously past due. We have very attractive settlement and reduced interest/payment programs. We urge you to call us at 1-877-838-4346.

### Transactions

#### Interest Charged

Post Date	Transaction Description	Amount
06/01	INTEREST CHARGE ON PURCHASES	\$114.73
06/01	INTEREST CHARGE ON CASH ADVANCES	\$49.71
	<b>TOTAL INTEREST THIS PERIOD</b>	<b>\$164.44</b>

#### 2021 Totals Year-to-Date

Total Fees Charged in 2021	\$200.00
Total Interest Charged in 2021	\$969.75

### Interest Charge Calculation

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

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	21.99%	
**PURCHASES	\$6,681.82	\$6,567.09	YES	\$114.73	21.99%	
**ADVANCES	\$2,657.97	\$2,608.26	YES	\$49.71	23.99%	