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Superior Court of California,
County of Los Angeles
8/28/2023 9:10 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Lacanale, Deputy Clerk

Refer to File Number: TP126445
Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH VALLEY JUDICIAL DISTRICT
CHATSWORTH COURTHOUSE

LVNV FUNDING LLC

Plaintiff,

v.

DAVID BARG,
and DOES 1 through 15 inclusive,

Defendant(s).

CASE NO. **23CHLC22869**

COMPLAINT FOR MONEY

1. Account Stated
2. Open Book Account
3. Indebtedness

Limited Jurisdiction
[Demand Amount: \$9,339.79]

GENERAL ALLEGATIONS

1. At all times mentioned herein, Plaintiff LVNV FUNDING LLC was, and now is a LIMITED PARTNERSHIP, duly organized and existing under and by virtue of the state of its formation and at all times herein and is successor-in-interest of US BANK NA, and is qualified to conduct business in the State of California. Plaintiff is a debt buyer and sole owner of account.

2. The true names and capacities of Defendant(s), DOES 1 through 15, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendant(s) by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that each Defendant named as a DOE is responsible for each and every obligation hereinafter set forth.

3. Plaintiff is informed and believes, and thereon alleges, that each Defendant named in this Complaint, was and at all times herein mentioned, and now is, the agent and employee of each of the

other Defendant(s) herein, and was at all times acting within the course and scope of said agency and employment.

4. Plaintiff alleges that the Defendant(s), or some of them, reside in the above-cited Judicial District. The obligation sued upon is not commercial in nature and is not subject to the provisions of Civil Code, §2984.4, nor Civil Code, §1812.10.

5. Defendant(s), and each of them, requested a credit card (the "Account") from the original credit issuer. Thereafter, said request was accepted and credit was extended to Defendant(s).

6. Defendant(s) and each of them, accepted and used the credit privileges as evidenced by the statements for account *****2537. Attached as Exhibit "A" is a true and correct copy of the contract credit card statement(s) for account number *****2537 and is incorporated herein by reference.

7. The charge-off creditor was US BANK NA, 60 LIVINGSTONE AVE EP-MN-WS3D, ST PAUL MN 55107 and account number at time of charge-off was *****2537.

8. Defendant's name and last known address as it appeared in the charge-off creditor's records is provided in Exhibit "A".

9. The names and addresses of all persons or entities that purchased or were assigned the debt after charge-off are:

Name	Address
RESURGENT ACQUISITIONS LLC	PO BOX 10466, GREENVILLE SC 29603
LVNV FUNDING LLC	355 S MAIN STREET STE 300-D, GREENVILLE SC 29601

Attached hereto collectively as Exhibit "B" are true and correct copies of said transfers and are incorporated herein by reference.

10. Plaintiff has complied with California Civil Code section 1788.52.

11. Defendant(s), and each of them, defaulted on the account by failing to make payments, causing damages set forth herein. The date of last payment is October 23, 2020.

12. The balance at charge-off was \$9,339.79. The total amount of interest after charge-off was \$0.00. The total amount of fees after charge-off was \$0.00. The total amount of credits after charge-off was \$0.00.

1 13. Demand has been made on Defendant(s), and each of them, for the payment of \$9,339.79 due.

2 **FIRST CAUSE OF ACTION**

3 **(Account Stated)**

4 14. Plaintiff refers to Paragraphs 1 through 14, and by this reference incorporates the same herein
5 as though fully set forth.

6 15. Within the last four years, an account was stated by and between the charge off creditor and
7 Defendant(s), and each of them, wherein it stated that said Defendant(s), and each of them, were
8 indebted to the charge off creditor in the sum of \$9,339.79. Plaintiff is the current holder and assignee
9 of the Account.

10 **SECOND CAUSE OF ACTION**

11 **(Open Book Account)**

12 16. Plaintiff refers to Paragraphs 1 through 16, and by this reference incorporates the same herein
13 as though fully set forth.

14 17. Within the last four years, Defendant(s), and each of them, became indebted to the charge-off
15 creditor on an open book account for \$9,339.79 due. The open book account reflected all the credits
16 and debits involved in the financial transaction(s) between charge-off creditor and Defendant(s) in the
17 Account. Plaintiff is the current holder and assignee of the Account.

1 **THIRD CAUSE OF ACTION**

2 **(Indebtedness)**

3 18. Plaintiff refers to Paragraphs 1 through 18, inclusive of the First Cause of Action, and by this
4 reference incorporates the same herein as though fully set forth.

5 WHEREFORE, Plaintiff prays for judgment against Defendant, and each of them as follows:

6 **AS TO ALL CAUSES OF ACTION:**

- 7 1. For the sum of \$9,339.79;
8 2. For costs of suit incurred herein; and,
9 3. For such other further relief as the Court may deem just and proper.

10 DATED:

August 12, 2023

RESURGENCE LEGAL GROUP, PC

By: BB

12 ☒ BRYANT BURNSTAD, SBN 297286

13 Attorney for Plaintiff

14 California Debt Collection License #10749-99.

15 This is an attempt to collect a debt by a debt collector and any information obtained will be used for
16 that purpose.

EXHIBIT “A”

**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 ^{CR}
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

New Balance	=	\$7,617.34
Past Due		\$0.00
Minimum Payment Due		\$218.00
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

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

Transactions

Payments and Other Credits

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

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
TOTAL THIS PERIOD				\$647.69

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

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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

DAVID L BARG



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.

**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

New Balance	=	\$9,339.79
Past Due		\$1,909.00
Minimum Payment Due		\$2,166.00
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



2537

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

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

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

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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.

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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

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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
TOTAL INTEREST THIS PERIOD		\$164.44

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%	

End of Statement

EXHIBIT “B”

EXHIBIT B

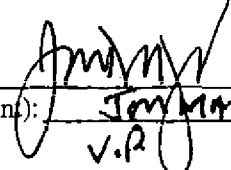
BILL OF SALE AND ASSIGNMENT OF ASSETS

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

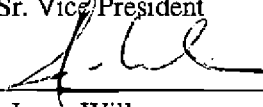
<u>Lot Number</u>	<u>Account Type</u>	<u>Number of Assets</u>	<u>Balance</u>
Lot 795			

ASSIGNEE: Resurgent Acquisitions LLC

By: 
Name (print): Tom Marzulli
Title: V.P.

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

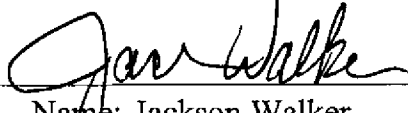
By: 
Name: Michael Dorgan
Title: Sr. Vice President

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

Transfer Group	Portfolio	Transfer Batch
832793	40231	N/A