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Mandarich Law Group, LLP California Debt Collector License Number 10795-99.  
*Attorneys for Plaintiff: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.*

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
10/02/2023 12:00 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Flores, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES - LIMITED**

CAVALRY SPV I, LLC, AS ASSIGNEE OF  
CITIBANK, N.A.,  
Plaintiff,

vs.

JOSHUA ANDERSON, an individual;  
  
and DOES 1 through 10 inclusive.  
Defendant.

**Case No. 23CHLC26147**

**COMPLAINT FOR:**

- 1. ACCOUNT STATED**
- 2. OPEN BOOK ACCOUNT**

**DEMAND: \$2,209.89**

Plaintiff alleges:

**FACTS COMMON TO ALL CAUSES OF ACTION**

1.Plaintiff is and at all times herein mentioned, CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A., and successor in interest to original creditor, CITIBANK, N.A..

2.Plaintiff is the only entity that purchased the debt after charge-off and its name and address is as follows: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A. 1 American Lane Suite 220 Greenwich, CT 06831.

3.Plaintiff is a debt buyer, and is the sole owner of the debt at issue. Plaintiff's California Debt Collector License Number 10630-99.

4.The charge-off creditor at the time of charge-off is CITIBANK, N.A., PO BOX 78019 PHOENIX, AZ 85062-8019, and the account number associated with this debt is XXXXXXXXXXXXXXX0080.

5.Plaintiff is informed and believes that Defendant are individuals who currently reside

1 within the jurisdictional boundaries of the above entitled Court. Therefore, this Court is the proper  
2 Court for trial of this action.

3 6.The name and last known address of the debtor as they appeared in the charge-off  
4 creditor's records prior to the sale of the debt is JOSHUA ANDERSON, 16653 OLDHAM PL ,  
5 ENCINO, CA 91436-3707.

6 7.Plaintiff is unaware of the true names or capacities, whether individual, corporate,  
7 associate or otherwise of the Defendant sued herein as DOES 1 through 10 inclusive, and therefore,  
8 sued the Defendant by such fictitious names. Plaintiff will amend this Complaint to show their true  
9 names and capacities once ascertained.

10 8.Plaintiff believes and at all times mentioned herein, each of the Defendant was, and is,  
11 the agent, servant and employee, employer of each of the other Defendant, and also acted in the  
12 capacity of and as agent of the other Defendant. Plaintiff also believes that the individual  
13 Defendant, and each of them, are jointly and severally liable that the actions described herein  
14 were taken as actions for the benefit of the Defendant's separate and/or community property.

15 9.Plaintiff believes that, for value received, Defendant and each of them, executed and  
16 delivered a credit card application to the original creditor, CITIBANK, N.A. or made such  
17 application over the telephone or Internet. Pursuant to the aforementioned application,  
18 CITIBANK, N.A. provided Defendant with a credit account, and granted use privileges on the  
19 same, account number XXXXXXXXXXXXX0080 (hereinafter "Account").

20 10.Prior to the commencement of this action, the Account was assigned for value to the  
21 Plaintiff and Plaintiff is its current holder.

22 11.Defendant agreed to repay CITIBANK, N.A. and any successors in interest, for any  
23 charges on the Account including, but not limited to, charges for purchase of goods and service  
24 and/or cash advances and balance.

25 12.Defendant used the Account to make purchases and/or to take cash advances and/or to  
26 make balance transfers. Each time the Defendant used the Account to purchase goods and services  
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1 and/or take cash advances and/or make balance transfers, Defendant reaffirmed their agreement to  
2 repay CITIBANK, N.A. and its successors in interest for the amount of the purchase and/or cash  
3 advances and/or balance transfers.

4 13.Monthly statements were sent to Defendant which itemized all payments made and  
5 charges due on the Account.

6 14.The date of last payment on the subject account was on April 21, 2022.

7 15.Within the last four years, the Defendant failed to make payments as agreed on the  
8 Account. Defendant has failed, refused and neglected to pay amounts due on the Account.

9 16.The debt balance at charge-off was \$2,209.89, and upon information and belief there is  
10 \$0.00 in post charge off fees and \$0.00 in post charge off interest.

11 17.Subsequent to charge-off, and after applying any and all applicable payments and  
12 credits, the Defendant owes Plaintiff \$2,209.89.

13 18.Although demand has been made upon said Defendant to pay said amount, no part has  
14 been paid, and it is now due and owing.

15 19.Upon information and belief, CITIBANK, N.A. and successors in interest including  
16 Plaintiff have duly performed all promises, conditions and agreements herein.

17 20.Plaintiff has complied with California Civil Code Section 1788.52.

18 21.Plaintiff has attached hereto as Exhibit A and incorporated herein by reference a copy  
19 of Billing Statement and/or Account Records provided to the Defendant while the account was  
20 active, demonstrating that the debt was incurred by the Defendant as described in California Civil  
21 Code section 1788.52(b).

22 22.Plaintiff has attached hereto as Exhibit B and incorporated herein by reference a copy  
23 of the Final Billing Statement and/or Transaction History.

24 23.Upon opening the Account with CITIBANK, N.A., the Defendant(s) agree to reimburse  
25 CITIBANK, N.A., and hence Plaintiff as successor in interest for the costs related to the collection  
26 of amounts owing on the Account. Plaintiff has been required to retain Mandarich Law Group,  
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1 LLP to pursue collection of the amount due hereunder.  
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3 **FIRST CAUSE OF ACTION**

4 **(Account Stated)**

5 24.Plaintiff refers to and incorporates paragraphs 1 through 23.  
6

7 25.Within the past 4 years, an account was stated in writing in which it was agreed that  
8 Defendant were indebted in the amount previously referenced herein. Although demand has been  
9 made upon Defendant, said amount of \$2,209.89 has not been paid, and it is now due, owing and  
10 unpaid from Defendant to Plaintiff, as successor in interest.  
11

12 **SECOND CAUSE OF ACTION**

13 **(Open Book Account)**

14 26.Plaintiff refers to and incorporates paragraphs 1 through 25.  
15

16 27.Within the past 4 years, Defendant and each of them became indebted in the amount of  
17 the previously mentioned herein for a balance due on a book account for goods sold and delivered  
18 and/or services rendered by CITIBANK, N.A.. Although demand has been made upon Defendant,  
19 said amount of \$2,209.89 has not been paid, and it is now due, owing and unpaid including  
20 attorney's fees from Defendant to Plaintiff as successor in interest.  
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2 WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

- 3  
4 1. For the damages and money in the sum of \$2,209.89,  
5 2. For reasonable attorneys fees pursuant to statute;  
6 3. For costs of suit incurred; and  
7 4. For such other and further relief as the Court deems just and proper.  
8  
9 5. Plaintiff remits all damages in excess of the jurisdictional amount of this Court.

10  
11 Dated: 09/27/2023

By: **MANDARICH LAW GROUP, LLP**

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15 [X] Teona Pipia, Esq.  
16 *Attorneys for Plaintiff*  
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**EXHIBIT A**

JOSHUA ANDERSON

Member Since 2016 Account number ending in: 0080

Billing Period: 03/23/22-04/22/22

www.citicards.com

Customer Service 1-855-378-6467

TTY:711

PO Box 790046 ST. LOUIS, MO 63179-0046

**APRIL STATEMENT****Minimum payment due:** \$82.04**New balance as of 04/22/22:** \$1,767.33**Payment due date:** 05/20/22

See the last page of this statement for important information about how to avoid paying interest on purchases.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

**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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$2,738

For information about credit counseling services, call 1-877-337-8187.

**Account Summary**

Previous balance	\$1,823.30
Payments	-\$120.01
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$40.00
Interest	+\$24.04

**New balance** \$1,767.33**Credit Limit**

Credit Limit \$4,000

Includes \$1,200.00 cash advance limit

For Payments, send check to: Citi Cards, PO BOX 78019, Phoenix, AZ, 85062-8019

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
Text 'App15' to MyCiti (692484)  
or go to your device's app store.  
Or visit [www.citicards.com](http://www.citicards.com)

**Minimum payment due** \$82.04**New balance** \$1,767.33**Payment due date** 05/20/22**Amount enclosed:**

Account number ending in 0080

**Please make check payable to Citi Cards.**

000000 NC 22 A 0

JOSHUA ANDERSON  
16653 OLDHAM PL  
ENCINO CA 91436-3707

Citi Cards  
PO BOX 78019  
Phoenix, AZ 85062-8019

## CARDHOLDER SUMMARY

JOSHUA ANDERSON

Card ending in 0080

**New Charges** **\$0.00**

## ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
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### Payments, Credits and Adjustments

04/21		ONLINE PAYMENT, THANK YOU	-\$120.01
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JOSHUA ANDERSON

**No Activity**

### Fees Charged

04/22		LATE FEE - MAR PAYMENT PAST DUE	\$40.00
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**TOTAL FEES FOR THIS PERIOD** **\$40.00**

### Interest Charged

04/22		INTEREST CHARGED TO STANDARD PURCH	\$24.04
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**TOTAL INTEREST FOR THIS PERIOD** **\$24.04**

### 2022 totals year-to-date

Total fees charged in 2022	<b>\$120.00</b>
Total interest charged in 2022	<b>\$95.40</b>

### Interest charge calculation

Days in billing cycle: 31

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	15.49% (V)	\$1,827.21 (D)	\$24.04
ADVANCES			
Standard Adv	25.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

### Account messages

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 05/13/2022 to allow enough time for regular mail to reach us.

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**EXHIBIT B**

JOSHUA ANDERSON

Member Since 2016 Account number ending in: 0080

Billing Period: 10/25/22-11/22/22

www.citicards.com

Customer Service 1-855-378-6467

TTY:711

PO Box 790046 ST. LOUIS, MO 63179-0046

## NOVEMBER STATEMENT

Minimum payment due: \$2,209.89

New balance as of 11/22/22: \$2,209.89

Payment due date: 11/22/22

See the last page of this statement for important information about how to avoid paying interest on purchases.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

**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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 months	\$2,210

For information about credit counseling services, call 1-877-337-8188.

## Account Summary

Previous balance	\$2,176.80
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$33.09

New balance \$2,209.89

## Credit Limit

Credit Limit \$4,000

Includes \$1,200.00 cash advance limit

For Payments, send check to: Citi Cards, PO BOX 78019, Phoenix, AZ, 85062-8019

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
Text 'App15' to MyCiti (692484)  
or go to your device's app store.  
Or visit www.citicards.com

Minimum payment due \$2,209.89  
New balance \$2,209.89  
Payment due date 11/22/22

Amount enclosed:



Account number ending in 0080

Please make check payable to Citi Cards.

000000 NC 32 A 0

JOSHUA ANDERSON  
16653 OLDHAM PL  
ENCINO CA 91436-3707

Citi Cards  
PO BOX 78019  
Phoenix, AZ 85062-8019

## CARDHOLDER SUMMARY

JOSHUA ANDERSON

Card ending in 0080

New Charges

\$0.00

## ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
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JOSHUA ANDERSON

No Activity

### Fees Charged

TOTAL FEES FOR THIS PERIOD \$0.00

### Interest Charged

11/22 INTEREST CHARGED TO STANDARD PURCH \$33.09

TOTAL INTEREST FOR THIS PERIOD \$33.09

### 2022 totals year-to-date

Total fees charged in 2022 \$360.00

Total interest charged in 2022 \$297.96

### Interest charge calculation

Days in billing cycle: 29

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	18.99% (V)	\$2,192.73 (D)	\$33.09
ADVANCES			
Standard Adv	28.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

### Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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