

ROBERT K. HANNA, State Bar No.: 341970
JUNQIAO XIAO, State Bar No.: 341670
HYO JIN JULIA JUNG, State Bar No.: 316090
MICHAEL D. KAHN, State Bar No.: 236898
LAMONT FREEMAN, State Bar No.: 349862
MIDLAND CREDIT MANAGEMENT, INC
350 CAMINO DE LA REINA, SUITE 100
SAN DIEGO, CA 92108
Telephone: (866) 300-8750
Facsimile: (858) 309-1588
CaliforniaLegal@mcmcg.com
California Debt Collection License #10644-99
Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

NORWALK COURTHOUSE SOUTHEAST DISTRICT

MIDLAND CREDIT MANAGEMENT, INC.

Plaintiff,

vs.

GABRIEL A OGHENEKOHWO;
and DOES 1 through 10, inclusive
Defendant.

Case No. **24NWLC38337**

COMPLAINT FOR:

(1) Account Stated

PRAYER AMT: \$16,307.28
LIMITED

MIDLAND CREDIT MANAGEMENT, INC., ("Plaintiff"), by counsel, sues GABRIEL A OGHENEKOHWO, ("Defendant") under Account Stated and in support thereof states:

1. Plaintiff is authorized to do business in CALIFORNIA, with its principal place of business at 350 CAMINO DE LA REINA SUITE 100 SAN DIEGO CA 92108. Plaintiff owns portfolios of consumer receivables, which it attempts to collect. Plaintiff strives to treat its consumers, such as Defendant, with respect, compassion and integrity, hoping to provide mutually-beneficial opportunities for consumers to repay their debts and attain financial recovery.
2. Defendant is a resident of LOS ANGELES County, State of California and is subject to this Court's jurisdiction.
3. Plaintiff is unaware of the true names and capacities of Defendants sued by the fictitious names DOES 1 through 10. Plaintiff will ask leave of court to amend this complaint as and when the true names and capacities of Defendants named herein as DOES 1 through 10 have been ascertained.
Pursuant to California Civil Code ("CA CIVIL") §1788.58(a)(1)-(9), Plaintiff alleges:
4. Plaintiff is a debt buyer as defined by CA CIVIL §1788.50(a).

- 1 5. Defendant established an account (the “Account”) with COMENITY CAPITAL BANK.
2 The amount due is the result of transactions that occurred on the Account. Defendant was
3 provided statements evidencing Defendant’s use of the Account and the balance due.
4 Defendant failed to make the required payments and subsequently defaulted on the
5 Account on April 20, 2021. Thereafter, Plaintiff was assigned all rights, title, and
6 interest in the Account.
- 7 6. Plaintiff is the sole owner of the debt. Attached as Exhibit A is a true and correct copy of
8 the Bill of Sale from COMENITY CAPITAL BANK, to Plaintiff. The Account was
9 purchased by Plaintiff on December 28, 2022.
- 10 7. The Account balance at the time of charge-off was \$16,307.28. Plaintiff alleges that the
11 date of default is April 20, 2021 and the date of the last payment was February 04, 2021.
- 12 8. The name of the charge-off creditor at the time of charge-off is COMENITY CAPITAL
13 BANK. The address utilized by COMENITY CAPITAL BANK at the time of charge-off
14 was 2795 E. COTTONWOOD PARKWAY SUITE 100 SALT LAKE CITY, UT 84121.
15 At the time of charge off, the account number associated with the debt was
16 XXXXXXXXXXXX-XX-5691.
- 17 9. The name of the debtor as it appeared in the records of COMENITY CAPITAL BANK is
18 GABRIEL A OGHENEKOHWO and the last known address as it appeared in the
19 records of COMENITY CAPITAL BANK is 9818 S 11TH AVE INGLEWOOD CA
20 90305.
- 21 10. The name and address of all post charge-off purchasers of the debt are as follows:
- | Name | Address |
|------------------------------------|--|
| MIDLAND CREDIT MANAGEMENT,
INC. | 350 CAMINO DE LA REINA SUITE 100 SAN
DIEGO CA 92108 |
- 22 11. Plaintiff has complied with the provisions of CA CIVIL §1788.52. Plaintiff informed
23 Defendant of the assignment of the Account.
- 24 12 Pursuant to CA CIVIL §1788.58(b), attached as Exhibit B is a true and correct copy of a
25 monthly statement recording a purchase transaction, payment, or balance transfer while
26 the Account was active as required by CA CIVIL §1788.52(b).
- 27
28

- 1 13. Pursuant to CA CIVIL §1788.58(b), attached as Exhibit C is a true and correct copy of a
2 billing statement that was mailed to Defendant stating the balance due on the Account at
3 or around the time of charge-off.
- 4 14. Plaintiff acquired all right, title, and interest to the Account. To the extent that Plaintiff
5 acts in its capacity as successor-in-interest to the original creditor or its assigns,
6 references herein to Plaintiff may include Plaintiff's predecessor-in-interest.
- 7 15. Plaintiff has attempted to contact Defendant through several means in an effort to resolve
8 the Account, but has been unsuccessful. Defendant has not repaid this debt. Plaintiff
9 works with consumers like Defendant to find mutually acceptable solutions, often
10 offering discounts, hardship plans, and a variety of payment options. The majority of
11 Plaintiff's consumers ignore calls or letters, and some simply refuse to repay their
12 obligations. When this happens, Plaintiff must decide whether to pursue collection
13 through legal channels, including litigation such as the present action against Defendant.
14 Nonetheless, Plaintiff remains interested in discovering a mutually beneficial solution
15 through voluntary payments, if possible, in this case.
- 16 16. Before commencement of this action, Plaintiff informed Defendant in writing, that it
17 intended to file this action and that this action could result in a judgment against
18 Defendant that would include court costs allowed by California Code of Civil Procedure
19 § 1033(b)(2).
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION

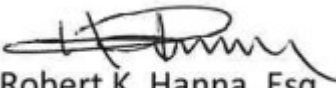
ACCOUNT STATED

17. Plaintiff realleges and incorporates by reference the foregoing paragraphs.
18. An account was stated in writing between Defendant and COMENITY CAPITAL BANK. Defendant opened and derived benefit from the Account. By using the Account, Defendant expressly or impliedly promised to repay COMENITY CAPITAL BANK. Within the last four years, Defendant became indebted on the Account.
19. On the Account, a balance of \$16,307.28 was stated to be due to COMENITY CAPITAL BANK from Defendant. Plaintiff has no record of Defendant objecting to the balance due.
20. Before the commencement of this action, Plaintiff was assigned the Account and indebtedness. Plaintiff is now the sole owner of the Account.
21. Plaintiff has made a demand on Defendant for repayment of the Account, but Defendant has failed to pay the balance due.
22. The current balance presently due and owing is \$16,307.28 which includes payments, set-offs, credits or allowances, if any, at or after charge-off.

WHEREFORE, Plaintiff requests judgment against Defendant for \$16,307.28, costs of this action and post judgment interest at the statutory rate. Plaintiff waives any claim for pre- judgment interest and attorney's fees.

Dated: September 04, 2024

MIDLAND CREDIT MANAGEMENT, INC.

By: 
Robert K. Hanna, Esq.

☒ ROBERT K. HANNA / ☐ HYO JIN JULIA JUNG
☐ MICHAEL D. KAHN / ☐ JUNQIAO XIAO
☐ LAMONT FREEMAN

Exhibit A

EXHIBIT A
BILL OF SALE

Comenity Capital Bank ("Seller"), for value received and pursuant to the terms and conditions of that certain Credit Card Account Purchase Agreement dated December 28, 2022 between Seller and Midland Credit Management, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of December 28, 2022 all rights, title and interest of Seller in and to those certain Accounts described in the Credit Card Account Purchase Agreement and Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes, to Purchaser.

The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the File Creation Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Credit Card Account Purchase Agreement.

COMENITY CAPITAL BANK

By: Bruce A Sweeten

Name: Bruce A. Sweeten

Title: Chief Credit Officer

MIDLAND CREDIT MANAGEMENT, INC.

By: Danielle Wohlfahrt

02/16/2023

Name: _____

Title: VP of Business Development

SCHEDULE 1 TO BILL OF SALE

ASSET SCHEDULE

The individual Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named MCMG_BULK_DEC_2022_DPL_CCB.TXT; MCMG_BULK_DEC_2022_LCS_CCB.TXT delivered by Comenity Capital Bank to MIDLAND CREDIT MANAGEMENT, INC. on December 21, 2022, and summarized in the table immediately below (the "Sale File").

Lot	Sale ID	# of Accounts	Aggregate Unpaid Balance	Purchase Price Percentage	File Creation Date
					12/21/2022

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

State of Utah

§

County of Salt Lake

On [1/18/2023], Bruce A. Sweeten ("Affiant") being duly sworn, deposes and says:

1. I am over 18 and I am the Chief Credit Officer of Comenity Capital Bank ("Seller"). In that capacity and as part of my regular job duties, I have custody of certain business records of Seller, routinely review such business records, and am familiar with Seller's processes for the sale and assignment of accounts and business records, including those that are maintained in electronic form.
2. Seller owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Seller. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of the Seller. If called upon as a witness, I can testify competently to the facts contained herein.
3. My regular job duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Seller in the regular course of business, and it was in the regular course of business of Seller, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 12/28/2022, Seller sold a pool of charged-off accounts (the "Accounts") by a Credit Card Account Purchase Agreement to Midland Credit Management, Inc. ("Buyer"). The original creditor at the time of charge-off was Comenity Capital Bank.
5. Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
6. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records have been kept in the regular course of Seller's business, and were made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Seller as a business record and the accuracy of such records are relied upon by Seller in the regular course of business.

7. I certify under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Signed this 18th day of January, 2023.

Bruce A. Sweeten

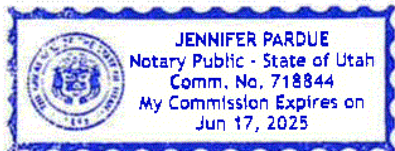
Bruce A. Sweeten (AFFIANT NAME)

Comenity Capital Bank

Subscribed and sworn to before me Jennifer Pardue, on this 18th (date) day of January, in the year 2023, by Bruce A. Sweeten, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document.

(Notary's Official Seal)

Jennifer Pardue
Notary Signature




CERTIFICATE OF CONFORMITY

STATE OF UTAH

COUNTY OF SALT LAKE

The undersigned does hereby certify that she/he is an attorney at law duly admitted to practice in the State of Utah and is a resident of Utah, County of Salt Lake, Utah; that she/he is a person duly qualified to make this certificate of conformity; that the foregoing acknowledgment by Bruce A. Sweeten named in the foregoing instrument taken before Jennifer Pardue a notary in the State of Utah duly conforms with the laws of the State of Utah, being the State in which it was taken; and when executed by Mr. Sweeten in the manner indicated will qualify as a valid and effective sworn statement in such state.

February 1, 2023
Date



Attorney at Law for the State of Utah

Field	Field Data
Account Number	00[REDACTED]5691
Seller Account ID	[REDACTED]8543
First Name	GABRIEL
Middle Name	A
Last Name	OGHENEKOHWO
SSN	XXX-XX-8967
Date of Birth	[REDACTED]
Address 1	9818 S 11TH AVE
City	INGLEWOOD
State	CA
Zip	90305
Home Phone	3237787893
Open Date	01/27/2020
Last Purchase Date	01/29/2020
Last Purchase Amount	\$13,500.00
Last Payment Date	02/04/2021
Last Payment Amount	\$240.00
Sale Amount	\$16,307.28
Charge Off Date	09/30/2021
Charge off Balance	\$16,307.28
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	APLHAEON
Alternate Account #1	00[REDACTED]5691

Account information provided by Comenity Capital Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/28/2022 in connection with the sale of accounts from Comenity Capital Bank to Midland Credit Management, Inc.

MCMG_BULK_DEC_2022_DPL_CCB.TXT; MCMG_BULK_DEC_2022_LCS_CCB.TXT

Exhibit B

Visit Comenity EasyPay at comenity.net/easypay to schedule a payment for the minimum due and bring your account current.

PAGE 1 OF 4

Summary of account activity	
Account no.	****_****_****-5691
Previous balance	\$15,461.85
Payments	-240.00
Other credits	0.00
Purchases	0.00
Other debits	240.00
Fees charged	38.00
Interest charged	385.91
New balance	\$15,885.76
Past due amount	2,244.00
Credit limit	\$11,850.00
Available credit	\$0.00
Statement closing date	08/25/2021
Days in billing cycle	31

Payment information	
New balance	\$15,885.76
Minimum payment due	\$2,800.00
Payment due date	09/20/2021
Late payment warning: If we do not receive your minimum payment by 09/20/2021 you may have to pay up to a \$38.00 late fee.	
Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. 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:
Only the minimum payment	28 years
	\$51099

For information regarding credit counseling services, call 1-800-284-1706.

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.

Details of your transactions		
TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
08/04/2021	PAYMENT - THANK YOU	-240.00
08/04/2021	RETURNED PAYMENT	240.00
Fees		
08/04/2021	RETURNED PAYMENT FEE	38.00
	Total fees charged for this period	\$38.00
Interest charged		
	Interest charge on purchases	\$385.91
	Total interest for this period	\$385.91
2021 totals year to date		
	Total fees charged in 2021	\$219.00
	Total interest charged in 2021	\$4,650.61

Interest charge calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.			
TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	15,874.66	385.91

Additional important messages

Important Reminder: If you make a purchase with this credit card using a promotional plan, the promotional plan expiration date and payment due date may be different. This means that if you have any

(CONTINUED)

NOTICE: See reverse side for important information.
Please tear at perforation above



Account number	****_****_****-5691
New balance	\$15,885.76
Minimum payment	\$2,800.00
99 4	

Mailed payments must reach us by 6pm ET on 09/20/2021.

Amount enclosed:



Please make check payable to:
COMENITY - Alphaeon - Cosmetic

Please return this portion along with your payment to:
PO BOX 650965
DALLAS TX 75265-0965

GABRIEL A OGHENEKOHWO
9818 S 11TH AVE
INGLEWOOD CA 90305-3117



44001018 00016071 5691 000280000 001588576

Keep this portion for your records.

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

If you think there is an error on your statement, write to us at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218 2620.

In your letter, 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. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. 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 is 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: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

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.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank PO Box 182120, Columbus, Ohio 43218 2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 1010 W. Mockingbird Lane, Suite 100, Dallas, TX 75247. DO NOT USE THE ENCLOSED RETURN ENVELOPE.

We may accept payment sent to any other address without losing any of our rights.

No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/alphaecosmetic or call 1-855-497-8176 (TDD/TTY 1-888-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY REQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMI means WAIVE INTEREST, LOW PAYMENT; DEF INT PY REQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DEF INT LOW PMI means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: **CUSTOMER SERVICE, PO Box 183003, Columbus, Ohio 43218-3003.**

Send all bankruptcy notices and related correspondence to **Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, Ohio 43218-3043.**

NOTICE ABOUT ELECTRONIC CHECK CONVERSION.

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 1010 W. Mockingbird Lane, Suite 100, Dallas, TX 75247 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid In Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-855-497-8176 (TDD/TTY 1-888-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/alphaecosmetic.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 6:00 pm (ET); **Online:** By 6:00 pm (ET).

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

Additional important messages - continued

remaining promotional plan balance after the promotional plan expiration date, the balance and any accrued interest (if applicable), will move to your regular revolving plan on the next billing statement.

How to avoid or minimize interest charges: Be sure to pay any promotional plan balance in full on or before the plan expiration date shown in the "Details of your plans" section of your statement. Please also keep an eye out for notifications of when your promotional plan(s) are nearing their expiration date—you'll see them in the red box on page 1 of your statement. If you have questions, please call us toll-free at 1-855-497-8176 (TDD/TTY: 1-888-819-1918). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

We would sincerely like to help you resolve this matter, yet our previous efforts to work with you have gone unanswered. This is your final opportunity. Unless we hear from you soon, we will permanently close your account and write it off as a bad debt. Your account will then be turned over to our Recovery team and reviewed by one of our Recovery Specialists. Visit Comenity EasyPay at comenity.net/easypay to schedule your payment to bring your account up-to-date or call 1-855-497-8178 (TDD/TTY: 1-888-819-1918) to make a payment over the phone or discuss payment options.

Affected by COVID-19? Comenity Capital Bank Offers Support

As the bank that manages your credit card, our hearts go out to those affected by the coronavirus (COVID-19) pandemic.

The support we're extending to you. If you're experiencing financial hardship because of COVID-19, please call 1-855-497-8176 (TDD/TTY: 1-888-819-1918) to discuss how we may be able to help.

Account Center is available 24/7 for you to manage your Alphaeon - Cosmetic account online. You can make payments and view your balance, transactions and statements online. Not yet registered? Visit comenity.net/alphaeonicosmetic, enter your Alphaeon - Cosmetic credit card account number and ZIP code, then verify your identity.

We're looking out for you. We remain focused on the health and well-being of our customers and associates, and we'll continue to stay on top of what's happening during the pandemic so we can best support you.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

We may occasionally provide a credit for the amount, part or all, of a late fee charged to your account. If we do, we will charge a fee of up to \$38.00 for any subsequent late payment. In addition, we may reverse the credit and repost the charge to your account if you fail to make the minimum payment due on or before the due date in the next billing period.

Find out how to shop safely online at onguardonline.gov

Exhibit C

Summary of account activity

Account no.	****_****_****-5691
Previous balance	\$15,885.76
Payments	-240.00
Other credits	0.00
Purchases	0.00
Other debits	240.00
Fees charged	38.00
Interest charged	383.52
New balance	\$16,307.28
Past due amount	2,800.00
Credit limit	\$11,850.00
Available credit	\$0.00
Statement closing date	09/24/2021
Days in billing cycle	30

Payment information

New balance	\$16,307.28
Minimum payment due	\$3,371.00
Payment due date	10/20/2021

Late payment warning:

If we do not receive your minimum payment by 10/20/2021 you may have to pay up to a \$38.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. 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	28 years	\$52498

For information regarding credit counseling services, call 1-800-284-1706.

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
09/04/2021	PAYMENT - THANK YOU	-240.00
09/04/2021	RETURNED PAYMENT	240.00

Fees

09/04/2021	RETURNED PAYMENT FEE	38.00
	Total fees charged for this period	\$38.00

Interest charged

Interest charge on purchases	\$383.52
Total interest for this period	\$383.52

2021 totals year to date

Total fees charged in 2021	\$257.00
Total interest charged in 2021	\$5,034.13

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	16,096.87	383.52

Additional important messages

Important Reminder: If you make a purchase with this credit card using a promotional plan, the promotional plan expiration date and payment due date may be different. This means that if you have any

(CONTINUED)

NOTICE: See reverse side for important information.

Please tear at perforation above



Account number	****_****_****-5691
New balance	Minimum payment
\$16,307.28	\$3,371.00
99 4	

Mailed payments must reach us by 6pm ET on 10/20/2021.

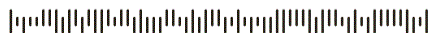
Amount enclosed:



Please make check payable to:
COMENITY - Alphaeon - Cosmetic

Please return this portion along with your payment to:
PO BOX 650965
DALLAS TX 75265-0965

GABRIEL A OGHENEKOHWO
9818 S 11TH AVE
INGLEWOOD CA 90305-3117



44001018 00015331 5691 000337100 001630728

Keep this portion for your records.

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

If you think there is an error on your statement, write to us at: Comenity Capital Bank PO Box 182620, Columbus, OH 43218 2620.

In your letter, 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. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. 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 change 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 is 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: Comenity Capital Bank PO Box 182620, Columbus, OH 43218-2620.

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.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 1010 W. Mockingbird Lane, Suite 100, Dallas, TX 75247 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the "Payments Marked "Paid In Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-855-497-8176 (TDD/TTY 1-888-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/alphaeconomicsmetic.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 6:00 pm (ET); **Online:** By 6:00 pm (ET).

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank PO Box 182120, Columbus, OH 43218 2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 1010 W. Mockingbird Lane, Suite 100, Dallas, TX 75247. DO NOT USE THE ENCLOSED RETURN ENVELOPE.

We may accept payment sent to any other address without losing any of our rights.

No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/alphaeconomicsmetic or call 1-855-497-8176 (TDD/TTY 1-888-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY REQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMI means WAIVE INTEREST, LOW PAYMENT; DF INT PAY REQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMI means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: **CUSTOMER SERVICE, PO Box 183003, Columbus, OH 43218-3003.**

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, OH 43218-3043.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION.

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

Additional important messages - continued

remaining promotional plan balance after the promotional plan expiration date, the balance and any accrued interest (if applicable), will move to your regular revolving plan on the next billing statement.

How to avoid or minimize interest charges: Be sure to pay any promotional plan balance in full on or before the plan expiration date shown in the "Details of your plans" section of your statement. Please also keep an eye out for notifications of when your promotional plan(s) are nearing their expiration date—you'll see them in the red box on page 1 of your statement. If you have questions, please call us toll-free at 1-855-497-8176 (TDD/TTY: 1-888-819-1918). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

IMMEDIATE ATTENTION REQUIRED! Your Account is extremely past due and will be written off as a bad debt at the end of this month. To avoid this, you can pay the Minimum amount shown on this statement before the end of this month. If you are not able to pay the Minimum Payment amount, we will still be able to assist you and prevent your account from being written off. Call us at 1-855-617-8089 (TDD/TTY 1-888-819-1918) and we will find a suitable payment before the end of this month. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

Affected by COVID-19? Comenity Capital Bank Offers Support

As the bank that manages your credit card, our hearts go out to those affected by the coronavirus (COVID-19) pandemic.

The support we're extending to you. If you're experiencing financial hardship because of COVID-19, please call 1-855-497-8176 (TDD/TTY: 1-888-819-1918) to discuss how we may be able to help.

Account Center is available 24/7 for you to manage your Alphaeon - Cosmetic account online. You can make payments and view your balance, transactions and statements online. Not yet registered? Visit comenity.net/alphaeonicosmetic, enter your Alphaeon - Cosmetic credit card account number and ZIP code, then verify your identity.

We're looking out for you. We remain focused on the health and well-being of our customers and associates, and we'll continue to stay on top of what's happening during the pandemic so we can best support you.

IMPORTANT INFORMATION ABOUT LATE FEE CREDITS

We may occasionally provide a credit for the amount, part or all, of a late fee charged to your account. If we do, we will charge a fee of up to \$38.00 for any subsequent late payment. In addition, we may reverse the credit and repost the charge to your account if you fail to make the minimum payment due on or before the due date in the next billing period.

Find out how to shop safely online at onguardonline.gov

