

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Karen Moskowitz

Lori Williams, Esq. Bar No. 242985
Emily Pierce, Esq. Bar No. 240084
Jordan Cook, Esq. Bar No. 179720
Kristen Brinkerhoff, Esq. Bar No. 263579
Michelle Mitchell, Esq. Bar No. 221841
PORTFOLIO RECOVERY ASSOCIATES, LLC
10680 Treena St., Suite 500
San Diego, CA, 92131
Tel: 866/428-8102
Fax: 757/518-0860
Attorneys for Plaintiff
File No.: 73800

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

MARLON ALFARO,
and DOES 1 to 25.

Defendant(s).

CASE NO. **22CHLC05163**

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$2,678.23

LIMITED CIVIL

Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, ("Plaintiff") alleges:

1. Plaintiff is a limited liability company.
2. This court is the proper court because Plaintiff is informed and believes that Defendant, MARLON ALFARO ("Defendant"), is a resident of LOS ANGELES County, State of California.
3. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers, employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and scope of said authority of such agents, servants, and employees.

1 4. This suit concerns a credit account that was purchased by Plaintiff on or after January 1, 2014 and,
2 therefore, is subject to California Civil Code § 1788.50; *et seq.*

3
4 **COMPLIANCE WITH CIVIL CODE § 1788.50, *et seq.***

5 Pursuant to California Civil Code § 1788.58(a)(1)-(9):

6 5. Plaintiff is a debt buyer.

7 6. A SYNCHRONY BANK/ WAL-MART credit account was issued to Defendant on or about
8 September 04, 2017. Defendant used, or authorized the use of, the credit account to make purchases
9 and/or transactions. Defendant received periodic billing statements for the credit account. Defendant
10 defaulted in making the required payments. Subsequently, Plaintiff was assigned and transferred all
11 rights, title and interest in the credit account. The account was assigned, transferred and sold to
12 Plaintiff by SYNCHRONY BANK.
13

14 7. Plaintiff is the sole owner of the credit account at issue, or has authority to assert the rights of all
15 owners of the debt.
16

17 8. The balance at charge-off was \$2,716.23. Plaintiff is not seeking to recover any post charge-off
18 fees or interest.

19 9. The date of last payment on the credit account was February 13, 2019.

20 10. The name and an address of the creditor at the time of charge-off was

21 SYNCHRONY BANK PO BOX 965033 ORLANDO FL 32896-5033
22

23 At the time of charge-off, the charge-off creditor's account number associated with the debt ended
24 in XXXXXXXXXXXXXXX0170.

25 11. The name and last known address of the Defendant as they appeared in the charge-off
26 creditor's records prior to the sale of the debt: MARLON ALFARO, 12627 VAN NUYS BLVD APT
27 11, PACOIMA, CA, 91331-1359.
28

1 12. The names and addresses of all persons or entities that purchased the debt after charge off,
2 include the Plaintiff debt buyer: Portfolio Recovery Associates, LLC, which maintains an address at
3 120 Corporate Blvd, Norfolk, VA 23502.
4

5 13. Plaintiff has complied with the requirements of Civil Code **Section 1788.52**. Notably, Section
6 1788.52(a)(7) requires that Plaintiff possess the California debt buyer license number when making any
7 written statements to a debtor in an attempt to collect a consumer debt. The legislation that created this
8 requirement also stated that the licensing provisions **shall become operative January 1, 2022**, and that
9 a debt collector that submits an application prior to January 1, 2022 may operate pending the approval
10 or denial of the application.
11

12 14. Attached hereto as Exhibit A is a true and correct copy of a document required by section
13 1788.58(b) of the California Civil Code.
14

15 **FIRST CAUSE OF ACTION:**

16 **ACCOUNT STATED**

17 15. Plaintiff alleges and incorporates by reference the foregoing paragraphs.

18 16. Within the last four years, an account was stated in writing between Defendant and
19 SYNCHRONY BANK/ WAL-MART and on the account a balance was stated to be due to
20 SYNCHRONY BANK/ WAL-MART, from Defendant. Defendant expressly or impliedly agreed to pay
21 SYNCHRONY BANK/ WAL-MART, that balance. Attached hereto as Exhibit B is a true and correct
22 copy of a billing statement showing the balance due and owing.
23

24 17. Before the commencement of this action, Plaintiff was assigned the credit account and
25 indebtedness. Plaintiff is now the owner and holder of the credit account.

26 18. Plaintiff has made demand on Defendant for repayment of the credit account, but Defendant has
27 failed to pay the balance due.
28

1 19. Payments, set-offs, credits or allowances, if any, at or after charge off, have been posted to the
2 credit account.

3 20. The current balance presently due and owing is \$2,678.23.
4

5 **WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

6 **On the First Cause of Action:**

- 7 1. For the unpaid principal balance of \$2,678.23;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: March 04, 2022
12
13
14



15 By: _____
16

- 17 ☒ Lori Williams, Esq. Bar No. 242985
18 ☐ Emily Pierce, Esq. Bar No. 240084
19 ☐ Jordan Cook, Esq. Bar No. 179720
20 ☐ Kristen Brinkerhoff, Esq. Bar No. 263579
21 ☐ Michelle Mitchell, Esq. Bar No. 221841
22 Attorneys for Plaintiff
23 **Portfolio Recovery Associates, LLC**
24 www.PRApay.com
25
26
27
28

EXHIBIT A

MARLON ALFARO
Account Number ending in 0174

Visit walmart.com/credit or Call 1-866-611-1148

Statement Closing Date 03/12/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Account Summary

Previous Balance as of 02/09/2019	\$2,313.49
Payments	-174.00
Interest Charges	+42.37
New Balance as of 03/12/2019	\$2,181.86
Credit Limit	\$2,300
Available Credit	\$118
Cash Advance/Quick Cash Limit	\$460
Available Cash	\$118
Statement Closing Date	03/12/2019
Days in Billing Cycle	32

Payment Information	
New Balance	\$2,181.86
Total Minimum	
Payment Due	\$65.00
Payment Due Date	04/04/2019

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.

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	9 years	\$4,620.00
\$84.00	3 years	\$3,006.00 (Savings = \$1,614.00)

If you would like information about **credit counseling services**, call 1-877-302-8775.

3-2-1 Save Rewards and Offer Summary

3% on Walmart.com	\$0.00
2% on Walmart & Murphy USA Fuel	\$0.00
1% on Other Purchases	\$0.00

Total Redeemed this Statement	\$0.00
--------------------------------------	---------------

Earn rewards on everyday purchases with your Walmart Mastercard!

For information on earning and redeeming rewards, visit walmart.com/creditlogin

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

5404 WGH 1 7 9 190312 PAGE 1 of 3 1136 1100 A602 01DT5404

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Numbers [REDACTED] 0174

Total Minimum Payment Due	Payment Due Date	New Balance
\$65.00	04/04/2019	\$2,181.86

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.

MARLON ALFARO
12627 VAN NUYS BLVD APT 11
PACOIMA CA 91331-1359

Make Payment To: WALMART MASTERCARD/SYNCB
PO BOX 960024
ORLANDO, FL 32896-0024

MARLON ALFARO
Account Number ending in 0174

Statement Closing Date 03/12/2019

Visit walmart.com/credit or Call 1-866-611-1148

Transaction Summary

Date		Transaction Reference #	Description	Amount
Tran	Post			
02/13	02/13	85239141Q00XTMJG5	PHONE PAYMENT-THANK YOU	-\$174.00
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
03/12	03/12		INTEREST CHARGE ON PURCHASES	\$42.37
03/12	03/12		INTEREST CHARGE ON CASH ADVANCES	\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$42.37

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$76.00
Total Interest Charged	\$123.82
Total Interest Paid	\$163.74

Interest Charge Calculation

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

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Regular Purchases	NA	22.15% (v)	\$2,181.88	\$42.37
Cash Advances	NA	25.15% (v)	\$0.00	\$0.00

New Promotional Financing Plans

Eligible card purchases may be billed under one of the following promotions: No Interest for 6 or 12 months. For each promotion, after the promotion ends, a 22.15% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Cardholder News and Information

Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

For more information about the Walmart credit card rewards program, log on to www.walmart.com/credit. Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club® or Walmart®.

EXHIBIT B

MARLON ALFARO
Account Number ending in 0174

Visit walmart.com/credit or Call 1-866-314-9507

Statement Closing Date 09/11/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Account Summary

Previous Balance as of 08/13/2019	\$2,592.43
Fees Charged	+38.00
Interest Charges	+47.80
New Balance as of 09/11/2019	\$2,678.23
Credit Limit	\$2,300
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$460
Available Cash	\$0.00
Statement Closing Date	09/11/2019
Days in Billing Cycle	30

Payment Information	
New Balance	\$2,678.23
Amount Past Due	\$599.00
Total Minimum Payment Due	\$712.00
Overlimit Amount	\$378.23
Payment Due Date	10/04/2019

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.

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	9 years	\$4,854.00

If you would like information about **credit counseling services**, call 1-877-302-8775.

3-2-1 Save Rewards and Offer Summary

3% on Walmart.com	\$0.00
2% on Walmart & Murphy USA Fuel	\$0.00
1% on Other Purchases	\$0.00

Total Redeemed this Statement	\$0.00
--------------------------------------	---------------

Earn rewards on everyday purchases with your Walmart Mastercard!

For information on earning and redeeming rewards, visit walmart.com/creditlogin

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

5404 WGH 1 7 9 190911 EX PAGE 1 of 3 1136 1100 A602 01DT5404

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: [REDACTED] 0174

Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
\$712.00	\$599.00	10/04/2019	\$378.23	\$2,678.23

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.

MARLON ALFARO
12627 VAN NUYS BLVD APT 11
PACOIMA CA 91331-1359

Make Payment To: WALMART MASTERCARD/SYNCR
PO BOX 960024
ORLANDO, FL 32896-0024

MARLON ALFARO
Account Number ending in 0174

Statement Closing Date 09/11/2019

Visit walmart.com/credit or Call 1-866-314-9507

Transaction Summary

Date		Transaction Reference #	Description	Amount
Tran	Post			
09/04	09/04		FEES	
			LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
09/11	09/11		INTEREST CHARGE ON PURCHASES	\$47.80
09/11	09/11		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$47.80

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$304.00
Total Interest Charged	\$392.19
Total Interest Paid	\$163.74

Interest Charge Calculation

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

(v) = Variable rate

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Regular Purchases	NA	22.15% (v)	\$2,625.52	\$47.80
Cash Advances	NA	25.15% (v)	\$0.00	\$0.00

Cardholder News and Information

Important Information: On October 11, 2019, your Walmart credit card may transfer to Capital One® - bringing you more ways to earn and redeem your rewards.
There will be a brief period from October 10th at 3:00 PM ET thru October 13th, 2019, during which payments will only be accepted by mail. Starting on October 14, 2019, payments made at Walmart stores may be accepted as a courtesy, but only if you present your card for this account. Payments may not be credited the same day we receive them. For more details about the upcoming change, visit walmart.com/capitalone.

Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payment in Sam's Club® or Walmart®.

