

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Bernie LaForteza

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Emily Pierce, Esq. Bar No. 240084
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4 PORTFOLIO RECOVERY ASSOCIATES, LLC
10680 Treena St., Suite 500
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6 Tel: 866/428-8102
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7 Attorneys for Plaintiff
8 File No.: 75239

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 PORTFOLIO RECOVERY ASSOCIATES, LLC

12 Plaintiff,

13 v.

14 REBECA ALVAREZ,
15 and DOES 1 to 25.

16 Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$1,396.93

LIMITED CIVIL

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

- 18
- 19 1. Plaintiff is a limited liability company.
- 20
- 21 2. This court is the proper court because Plaintiff is informed and believes that Defendant, REBECA
- 22 ALVAREZ ("Defendant"), is a resident of LOS ANGELES County, State of California.
- 23
- 24 3. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers,
- 25 employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or
- 26 omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and
- 27 scope of said authority of such agents, servants, and employees.
- 28

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/ AMAZON credit account was issued to Defendant on or about
8 February 22, 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 \$1,435.93. 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 October 08, 2020.

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

21 SYNCHRONY BANK 170 E ELECTION RD DRAPER UT 84020
22

23 At the time of charge-off, the charge-off creditor's account number associated with the debt ended
24 in XXXXXXXXXXXXXXX7604.

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: REBECA ALVAREZ, 9316 URBANA AVE,
27 ARLETA, CA, 91331-5541.
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/ AMAZON and on the account a balance was stated to be due to SYNCHRONY
20 BANK/ AMAZON, from Defendant. Defendant expressly or impliedly agreed to pay SYNCHRONY
21 BANK/ AMAZON, that balance. Attached hereto as Exhibit B is a true and correct copy of a billing
22 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 \$1,396.93.
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 \$1,396.93;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: February 23, 2022
12
13
14

15
16 By: _____

- 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

Interested in changing the due date for your Amazon.com Store Card or Amazon Prime Store Card?

To determine your eligibility and to discuss available options, please contact Synchrony Bank's Customer Service at **1-866-634-8379**.



REBECA ALVAREZ
Account Number [REDACTED] 7604

Visit us at www.syncbank.com/amazon
Customer Service: 1-866-634-8379

Summary of Account Activity	
Previous Balance	\$1,025.97
- Payments	\$39.00
+ Interest Charges	\$22.64
New Balance	\$1,009.61
Credit Limit	\$1,100.00
Available Credit	\$89.00
Statement Closing Date	10/16/2020
Days in Billing Cycle	31

Payment Information		
New Balance	\$1,009.61	
Total Minimum Payment Due	\$39.00	
Payment Due Date	11/08/2020	
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 \$39.00.		
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	3 years	\$1,497.00
If you would like information about credit counseling services , call 1-877-302-8775.		

Rewards Summary	
Rewards Earned YTD	\$1.62
Previous Rewards Balance	\$2.62
+ 5% Rewards Earned	\$0.00
- Rewards Redeemed	\$0.00
= Current Rewards Balance	\$2.62

Rewards Explained
Amazon Prime Cardholders can earn 5% Back on eligible Amazon.com purchases, and also earn Bonus Rewards by purchasing select items at Amazon.com. Bonus Rewards are earned in addition to the 5% Back benefit.
Visit amazon.com or www.syncbank.com/amazon to redeem available rewards. For more details about the 5% Back program, visit www.amazon.com/storecard .

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

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PAGE 1 of 3

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Account Number: [REDACTED] 7604

Total Minimum Payment Due	Payment Due Date	New Balance
\$39.00	11/08/2020	\$1,009.61

Save a stamp, pay on-line at www.syncbank.com/amazon

\$

REBECA ALVAREZ
PO BOX 7771
MISSION HILLS CA 91346-7771

Make Payment to: SYNCHRONY BANK/AMAZON
PO BOX 960013
ORLANDO, FL 32896-0013

Need an extra card?

Call us at 1-866-448-4367

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount								
PAYMENTS AND CREDITS												
10/08	10/08	P934200MB00XS6H12	ONLINE PYMT-THANK YOU ATLANTA GA	(\$39.00)								
		TOTAL PAYMENTS AND CREDITS (\$39.00)										
		FEES										
		TOTAL FEES FOR THIS PERIOD \$0.00										
		INTEREST CHARGED										
10/16	10/16		INTEREST CHARGE ON PURCHASES	\$22.64								
		TOTAL INTEREST FOR THIS PERIOD \$22.64										
<table><tr><th colspan="2">2020 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2020</td><td>\$67.00</td></tr><tr><td>Total Interest Charged in 2020</td><td>\$242.16</td></tr><tr><td>Total Interest Paid in 2020</td><td>\$245.79</td></tr></table>					2020 Totals Year-to-Date		Total Fees Charged in 2020	\$67.00	Total Interest Charged in 2020	\$242.16	Total Interest Paid in 2020	\$245.79
2020 Totals Year-to-Date												
Total Fees Charged in 2020	\$67.00											
Total Interest Charged in 2020	\$242.16											
Total Interest Paid in 2020	\$245.79											

Interest Charge Calculation

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

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchase	NA	25.99% (v)	\$1,025.64	\$22.64
(v) = Variable Rate				

New Promotional Financing Plans

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, or 24 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 25.99%. 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

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.

Cardholder Benefits and Information

Manage your account online at www.syncbank.com/amazon. Check your balance, view your statements, pay your bill, update your personal information and more!

As an Amazon Prime Store Cardholder, any 5% back rewards you may have earned in this billing cycle will be displayed in the 5% Rewards Earned line of the Rewards Summary section above. Not an Amazon Prime Store Cardholder? Visit www.amazon.com/storecard to learn how to upgrade today.

Use your Amazon Prime Store Card to pay in more places! Amazon Prime Store Cardholders can now use their card to pay for transactions with many merchants who offer Amazon Pay. When using Amazon Pay, select your Amazon Store Card as a payment option once you've signed in using your Amazon credentials. Visit <https://pay.amazon.com> to see eligible sites.

EXHIBIT B

Payment Information



New Balance: \$1,396.93
Amount Past Due: \$420.00
Total Minimum Payment Due: \$502.00
Overlimit Amount: \$296.93
Payment Due Date: 05/08/2021

Payments must be received by 5pm ET on 05/08/2021 if mailed, or by 11:59pm ET on 05/08/2021 for online and phone payments.

Visit us at syncbank.com/amazon or Call 1-866-771-1104.

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 \$39.00.

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	3 years	\$1,813.00

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

Account Summary

Previous Balance as of 03/17/2021 \$1,329.02
Fees Charged + 39.00
Interest Charges + 28.91
New Balance as of 04/15/2021 \$1,396.93
 30 Day Billing Cycle from 03/17/2021 to 04/15/2021

Credit Limit \$1,100
Available Credit \$0

Rewards Summary

Rewards Earned YTD \$0.00
 See Rewards Detail

Rewards Detail

Rewards Earned YTD \$0.00
Previous Rewards Balance \$0.00
+ 5% Rewards Earned \$0.00
+ Bonus Rewards Earned \$0.00
- Rewards Redeemed \$0.00
+/- Adjustments \$0.00
= Current Rewards Balance \$0.00

Amazon Prime Cardholders can earn 5% Back on eligible Amazon.com purchases, and also earn Bonus Rewards by purchasing select items at Amazon.com.

Visit amazon.com or www.syncbank.com/amazon to redeem available rewards. For more details about the 5% Back program, visit www.amazon.com/storecard.

Account Balance Summary

Balance Type	Purchase Date/Amount	Previous Balance	Payments & Other Credits (-)	Purchases, Fees & Others Debits (+)	Interest Charged (+)	Expired Promotion Balances* (+/-)	New Statement Balance
Regular	-	\$1,329.02	-	\$39.00	\$28.91	-	\$1,396.93
Total		\$1,329.02	-	\$39.00	\$28.91	-	\$1,396.93

If you have promotional balances, additional promotional details can be found below in the Promotional Purchase Summary.

* Expired promotional balances will display in both the promotional and regular purchases balance row during the month of expiration.

Transaction Detail

Date	Reference #	Description	Amount
Total Fees Charged This Period			\$39.00
04/08		LATE FEE	\$39.00
Total Interest Charged This Period			\$28.91
04/15		INTEREST CHARGE ON PURCHASES	\$28.91

2021 Year-to-Date Fees and Interest

Total Fees Charged	\$156.00
Total Interest Charged	\$107.16
Total Interest Paid	\$0.00

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Use blue or black ink,
detach & mail with your
check.

Amount Past Due	Overlimit Amount
\$420.00	\$296.93

Account Number [REDACTED] 7604
New Balance \$1,396.93
Total Minimum Payment Due \$502.00
Payment Due Date 05/08/2021

Amount Enclosed \$

No other correspondence please.
Print new address or email changes on back.

REBECA ALVAREZ
PO BOX 7771
MISSION HILLS CA 91346-7771

Make SYNCHRONY BANK/AMAZON
Payment PO BOX 960013
to: ORLANDO, FL 32896-0013

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965013, Orlando, FL 32896-5013**. Please include your account number on any correspondence you send to us.
Payments: Send payments to the address listed on the remit portion of this statement or pay online.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965016, Orlando, FL 32896-5016.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us 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. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993, Atlanta, GA 30353-0993 and not the Payment Address.**

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 the Billing Inquiries Address of:

Synchrony Bank, P.O. Box 965016, Orlando, FL 32896-5016

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 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: Synchrony Bank, P.O. Box 965016, Orlando, FL 32896-5016

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.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965016, Orlando, FL 32896-5016.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965015, Orlando, FL 32896-5015. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

How We Calculate Interest

Daily Balance Method: 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. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

We will not charge you any interest on purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement.

Your Account is owned and serviced by Synchrony Bank.

[WF1993452E]

O1NX5484 - 1 - 04/21/20

Bankruptcy Notice: If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965065, Orlando, FL 32896-5065.

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

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
	Address	_____			
	City, State	_____			
	ZIP	_____			
	Phone #	_____			
	Email	_____			
		*Home Phone #	*Business Phone #	*Cell # or other phone # we can use to contact you	**Email Address

**By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with the named retailer on this account.

Interest Charge CalculationYour **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
Purchases	N/A	25.99% (v)	\$1,353.25	\$28.91

Cardholder News and Information

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

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

