

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

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File No.: 76410

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

NICOLETTE TSUKAMOTO,
and DOES 1 to 25.

Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$1,572.32

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,

NICOLETTE TSUKAMOTO ("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/ PAYPAL credit account was issued to Defendant on or about
8 December 24, 2019. 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 8. The balance at charge-off was \$1,612.32. Plaintiff is not seeking to recover any post charge-off
17 fees or interest.
18

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 XXXXXXXXXXXXXXX6954.

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: NICOLETTE TSUKAMOTO, 2983 E DEL MAR
27 BLVD, PASADENA, CA, 91107-4447.
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 **FIRST CAUSE OF ACTION:**

15 **ACCOUNT STATED**

16
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/ PAYPAL and on the account a balance was stated to be due to SYNCHRONY
20 BANK/ PAYPAL, from Defendant. Defendant expressly or impliedly agreed to pay SYNCHRONY
21 BANK/ PAYPAL, 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 \$1,572.32.
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 \$1,572.32;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: March 02, 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



THANK YOU
for being a Synchrony
cardholder.



NICOLETTE TSUKAMOTO
Account Number [REDACTED] 6954

Visit us at www.paypal.com
PayPal Credit Services:
1-855-520-0991

Summary of Account Activity	
Previous Balance	\$1,340.45
- Payments	\$358.00
- Other Credits	\$39.00
+ Purchases/Debits	\$179.00
+ Interest Charges	\$29.51
New Balance	\$1,151.96
Credit Limit	\$1,500.00
Available Credit	\$0.00
Cash Limit	\$300.00
Available Cash	\$0.00
Statement Closing Date	10/20/2020
Days in Billing Cycle	32

Payment Information		
New Balance		\$1,151.96
Total Minimum Payment Due		\$42.00
Payment Due Date		11/12/2020
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 \$40.00.		
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	4 years	\$1,871.00
\$47.00	3 years	\$1,693.00 (Savings= \$178.00)
If you would like information about credit counseling services , call 1-877-302-8775.		

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
09/22	09/22	F119200LU000LF266	REFUND OF LATE FEES	(\$39.00)
09/22	09/22	F119200M1000Q5001 #	ADJUSTMENT-PAYMENTS	\$179.00
09/22	09/22	8521853LW00XTMME4 #	PAYMENT - THANK YOU	(\$179.00)
10/08	10/08	8521853MB00XTMJG1	PHONE PYMT-THANK YOU ALPHARETTA GA	(\$179.00)
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00

(Continued on next page)

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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Account Number: [REDACTED] 6954

Total Minimum Payment Due	Payment Due Date	New Balance
\$42.00	11/12/2020	\$1,151.96

Save a stamp, pay on-line at
www.paypal.com

\$

NICOLETTE TSUKAMOTO
2983 E DEL MAR BLVD
PASADENA CA 91107-4447

Make Payment to: PAYPAL CREDIT SVCS/SYNCR
PO BOX 960080
ORLANDO, FL 32896-0080

Need an extra card?

Call us at 1-866-448-4367

**Transaction Summary (Continued)**

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
INTEREST CHARGED				
10/20	10/20		INTEREST CHARGE ON PURCHASES	\$29.51
10/20	10/20		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$29.51

2020 Totals Year-to-Date

Total Fees Charged in 2020	\$99.50
Total Interest Charged in 2020	\$89.47
Total Interest Paid in 2020	\$64.46

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
Purchases	N/A	26.99% (v)	\$1,247.17	\$29.51
Cash Advances	N/A	26.99% (v)	\$0.00	\$0.00

(v) = Variable Rate

Cardholder News and Information

Did you know your Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB.

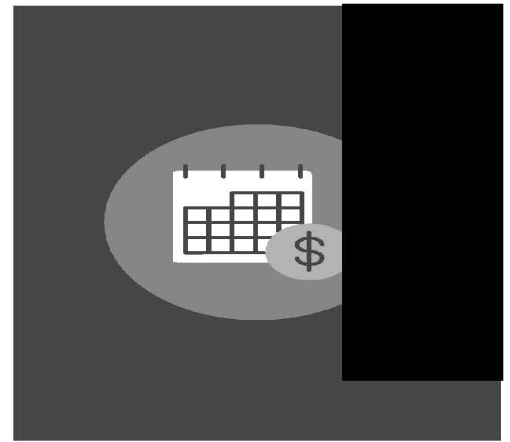
You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

EXHIBIT B



Need to adjust a due date?

Call customer service at the phone number on this statement to determine if your account is eligible and discuss available options.



NICOLETTE TSUKAMOTO
Account Number [REDACTED] 6954

Visit us at www.paypal.com
PayPal Credit Services:
1-866-437-2914

Summary of Account Activity	
Previous Balance	\$1,497.37
+ Fees Charged	\$40.00
+ Interest Charges	\$34.95
New Balance	\$1,572.32
Credit Limit	\$1,500.00
Available Credit	\$0.00
Cash Limit	\$300.00
Available Cash	\$0.00
Statement Closing Date	04/19/2021
Days in Billing Cycle	31

Payment Information	
New Balance	\$1,572.32
Amount Past Due	\$458.00
Total Minimum Payment Due	\$549.00
Overlimit Amount	\$72.32
Payment Due Date	05/12/2021

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 \$40.00.

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	4 years	\$2,166.00

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

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

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

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



Account Number: [REDACTED] 6954

Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
\$549.00	\$458.00	05/12/2021	\$72.32	\$1,572.32

Payment Enclosed: Please use blue or black ink. Save a stamp, pay on-line at www.paypal.com

\$

New address or email? Print changes on back.

NICOLETTE TSUKAMOTO
2983 E DEL MAR BLVD
PASADENA CA 91107-4447

Make Payment to: PAYPAL CREDIT SVCS/SYNCB
PO BOX 960080
ORLANDO, FL 32896-0080

Need an extra card?

Call us at 1-866-448-4367

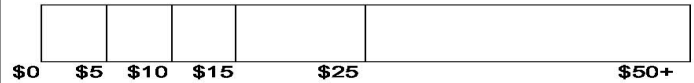
**PayPal Cash Rewards Program**

Previous Cash Rewards Balance	\$0.00
+ Cash Rewards Earned This Period	\$0.00
- Cash Rewards Redeemed to your PayPal balance*	\$0.00
= Current Cash Rewards Balance	\$0.00

Rewards Information

Earn 2% on every dollar you spend at PayPal, eBay and everywhere else Mastercard is accepted! Check your Cash Rewards Balance and redeem anytime to your PayPal balance.* Your Rewards. Yours Anytime!

*You need to have a PayPal Cash or PayPal Cash Plus account to have a balance. If you do not have one of those accounts, you can only transfer your Cash Rewards to your bank account or debit card linked to your PayPal account.

**Transaction Summary**

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
FEES				
04/12	04/12		LATE FEE	\$40.00
TOTAL FEES FOR THIS PERIOD				\$40.00
INTEREST CHARGED				
04/19	04/19		INTEREST CHARGE ON PURCHASES	\$34.95
04/19	04/19		INTEREST CHARGE ON CASH ADVANCES	\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$34.95

2021 Totals Year-to-Date

Total Fees Charged in 2021	\$160.00
Total Interest Charged in 2021	\$125.79
Total Interest Paid in 2021	\$0.00

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
Purchases	N/A	26.99% (v)	\$1,524.43	\$34.95
Cash Advances	N/A	26.99% (v)	\$0.00	\$0.00

(v) = Variable Rate

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.

Did you know your Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB.

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.

