

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

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.: 74769

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

ANDRANIK ASLANYAN,
and DOES 1 to 25.

Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$3,478.30

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,

ANDRANIK ASLANYAN ("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/ ASHLEY HOMESTORE credit account was issued to Defendant on
8 or about October 04, 2017. Defendant used, or authorized the use of, the credit account to make
9 purchases and/or transactions. Defendant received periodic billing statements for the credit account.
10 Defendant defaulted in making the required payments. Subsequently, Plaintiff was assigned and
11 transferred all rights, title and interest in the credit account. The account was assigned, transferred and
12 sold to 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 \$3,518.30. 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 January 14, 2020.

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

21 SYNCHRONY BANK 170 E ELECTION ROAD 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 XXXXXXXXXXXXXXX2193.

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: ANDRANIK ASLANYAN, 6214 GOODLAND AVE,
27 N HOLLYWOOD, CA, 91606-3024.
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/ ASHLEY HOMESTORE and on the account a balance was stated to be due to
20 SYNCHRONY BANK/ ASHLEY HOMESTORE, from Defendant. Defendant expressly or impliedly
21 agreed to pay SYNCHRONY BANK/ ASHLEY HOMESTORE, that balance. Attached hereto as
22 Exhibit B is a true and correct 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 \$3,478.30.
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 \$3,478.30;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: February 22, 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

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
01/14/2020	01/14/2020	8534812QY0179K8E4	PAYMENT - THANK YOU	(\$233.00)
			FEEs	
			TOTAL FEEs FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
01/29/2020	01/29/2020		INTEREST CHARGE ON PURCHASEs	\$72.24
			TOTAL INTEREST FOR THIS PERIOD	\$72.24
2020 Totals Year-to-Date				
Total Fee s Charged in 2020			\$0.00	
Total Interest Charged in 2020			\$72.24	
Total Interest Paid in 2020			\$205.00	

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$2,835.80	\$72.24

*** NOTICE:** See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 7 26 200129 O PAGE 1 of 3 9073 3000 FRJ9 01DG5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$100.00	02/21/2020	\$2,773.53	2193

Payment Enclosed :	\$						-	
---------------------------	----	--	--	--	--	--	---	--

☐ **New address or e-mail?**
Check the box at left and
print changes on back

ANDRANIK ASLANYAN
13501 HAMLIN ST
VAN NUYS CA 91401-1710

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR")** is **29.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. Minimum monthly payments are required. This promotion may be offered for periods of **6, 12, 17, 18, 20, or 24 months**.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

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.

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.

EXHIBIT B

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,404.83	\$86.73

*** NOTICE:** See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 7 26 200729 EX PAGE 1 of 3 9073 3000 FRJ9 01DG5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$998.00	\$836.00	08/21/2020	\$3,478.30	2193

Payment Enclosed : \$

☐ **New address or e-mail? Check the box at left and print changes on back** Payment due includes \$ 836.00 past due. Please pay the past due amount PROMPTLY.

ANDRANIK ASLANYAN
13501 HAMLIN ST
VAN NUYS CA 91401-1710

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Cardholder News & Information

We are here to support you and are working hard to ensure our Synchrony Team members can continue to provide you with uninterrupted, dependable service. We encourage you to use our online and mobile servicing tools. To register or log in to your account, navigate to "Login" at the top of the www.MySynchrony.com home page.

As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our customers.

We are also aware that some of our customers may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help.

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.

