

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Bernie LaForteza
1401352

1 GURSTEL LAW FIRM, P.C.
2 Gurstel Law Firm, P.C.'s California Debt Collection
3 License application is submitted and pending approval.
4 Kimberlee Tsai (SBN #227426)
5 Rachel Haney (SBN #308259)
6 Jason Burrows (SBN# 309882)
7 Amit Taneja (SBN# 304559)
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10 Afsaneh Afzalnia (SBN#333095)
11 9320 East Raintree Drive
12 Scottsdale, AZ 85260
13 Telephone: (877) 344-4002
14 Fax: (877) 750-6335
15 Attorneys for Plaintiff,
16 Crown Asset Management, LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **LOS ANGELES COUNTY - CHATSWORTH COURT**

14 Crown Asset Management, LLC
15 Plaintiff,

16 vs.

17 Samantha Schwartz

18 Defendant.

Case No. **22CHLC05253**

**COMPLAINT FOR MONEY DUE ON
ACCOUNT STATED; OPEN BOOK
ACCOUNT**

19 Crown Asset Management, LLC("Plaintiff") alleges causes of action against Samantha
20 Schwartz ("Defendant") as follows:

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

- 22
- 23 1. Plaintiff is a debt buyer.
 - 24 2. Plaintiff believes that, on or about March 18, 2017, Comenity Bank provided Defendant
25 with a credit account ("Account"), and granted use privileges on the same. Defendant used
26 the Account to make purchases and/or take cash advances and/or make balance transfers,
27

- 1 each time reaffirming Defendant's agreement to repay Comenity Bank and its successors
2 in interest, for the amount of the purchase and/or cash advances and/or balance transfers.
- 3
- 4 3. Plaintiff is the sole owner of the debt at issue.
- 5 4. The debt balance at charge-off was \$14,488.33. \$0.00 in post charge-off fees and \$0.00
6 in post charge-off interest have been imposed since the time of charge-off.
- 7 5. The date of last payment on the Account was on June 17, 2019.
- 8 6. The charge-off creditor at the time of charge-off was Comenity Bank ("Charge-Off
9 Creditor"), whose address at said time was One Righter Parkway, Suite 100, Wilmington,
10 DE, 19803 . Charge-Off Creditor's account number associated with the debt is
11 *****3692.
- 12
- 13 7. Defendant's name and address as it appeared in the Charge-Off Creditor's records prior to
14 the sale of the Account to Plaintiff is SAMANTHA SCHWARTZ, 15021 VENTURA
15 BLVD, SHERMAN OAKS, CA 91403-2442.
- 16
- 17 8. Prior to the commencement of this action, the Account was assigned or otherwise
18 transferred to Plaintiff. Plaintiff, is the present holder and sole owner of the Account.
19 Plaintiff's address is 3100 Breckinridge Blvd, Ste 725, Duluth, GA 30096. The names and
20 address of all persons or entities that purchased the debt after charge-off are:
- 21 (A) Crown Asset Management, LLC, 3100 Breckinridge Blvd, Ste 725
22 Duluth, GA 30096
- 23
- 24 9. Plaintiff has complied with the requirements of Civil Code section 1788.52. Notably,
25 section 1788.52(a)(7) requires that Plaintiff include its debt collector license number in any
26 written attempts to collect a consumer debt. The legislation that created this requirement
27

1 also stated that licenses would not be issued prior to January 1, 2022, and that a debt
2 collector that submits an application prior to January 1, 2022, may operate pending the
3 approval or denial of the application. On or before December 31, 2021, Plaintiff submitted
4 a debt collector license application, which is currently under consideration and has not
5 been denied or approved.
6

7 10. Attached hereto and incorporated herein by reference are true and correct copies of
8 documents evidencing the Account as stated in California Civil Code §1788.58(b).
9

10 (A) Exhibit 1 is a copy of the document demonstrating the assignment of the
11 Account to Plaintiff.

12 (B) Exhibit 2 is a copy of a statement provided to Defendant while the Account
13 was active, demonstrating that the debt was incurred by the Defendant.
14

15 (C) Exhibit 3 is a copy of the final billing statement.

16 11. Plaintiff believes that Defendant is an individual who currently resides within the
17 jurisdictional boundaries of this Court. Therefore, this Court is the proper Court for
18 adjudication of this matter.

19 12. Defendant failed to make payments as agreed on the Account and has failed to pay
20 amounts due on the Account.

21 13. Taking into account all known payments, charges, offsets, if any, the amount due on this
22 account as of the date this Complaint was prepared is \$14,488.33, which amount equals
23 the charge-off balance, less any payments or offsets as applicable.
24

25 14. Although demand has been made upon Defendant to pay the outstanding balance on the
26 Account, Defendant has failed to do so.
27
28

FIRST CAUSE OF ACTION
(Account Stated)

15. Plaintiff refers to and incorporates paragraphs 1 through 14.

16. Within the last four years, an account was stated in writing in which it was agreed that Defendant was indebted in the amount previously referenced herein.

17. Although demand has been made upon Defendant to pay said amount there remains an outstanding balance on the Account of \$14,488.33, which has not been paid, and is now due and owing from Defendant to Plaintiff, as successor in interest.

SECOND CAUSE OF ACTION
(Open Book Account)

18. Plaintiff refers to and incorporates paragraphs 1 through 17.

19. Within the last four years, Defendant became indebted in the amount previously referenced herein for a balance due on an open book account.

20. Although demand has been made upon Defendant to pay said amount there remains an outstanding balance on the Account of \$14,488.33, which has not been paid, and is now due and owing from Defendant to Plaintiff, as successor in interest.

///

///

///

1 WHEREFORE, as to all Causes of Action, Plaintiff prays for judgment against Defendant,
2 including but not limited to, the amounts as follows:

- 3 1. For damages of \$14,488.33;
4
5 2. For costs of suit incurred herein; and
6
7 3. For such further relief that the Court may deem just and proper.

8 Dated: March 1, 2022

GURSTEL LAW FIRM, P.C.

9 
10 _____
11 Kimberlee Tsai
12 Rachel Haney
13 Jason Burrows
14 Amit Taneja
15 Brianna Elmassian
16 Tai Tran
17 Afsaneh Afzalnia

EXHIBIT 1

EXHIBIT A

BILL OF SALE

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated May 1, 2018 between Seller and Crown Asset Management, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of February 17, 2020 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Schedule 1 (the "Asset Schedule") attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on (the "Closing Date") February 26, 2020 by 5:00 PM Seller's time, as follows:

Redacted by Crown Asset Management, LLC

COMENITY BANK

Redacted by Crown Asset Management, LLC

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Comenity Bank

By: Bruce Bowman

Date: 3/11/20

Title: Chief Credit Officer

Crown Asset Management, LLC

By: [Signature]

Date: 3/12/2020

Title: CEO

SCHEDULE 1 TO BILL OF SALE

ASSET SCHEDULE

The individual Charged-off Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic files named CAM_CD_DPL_WFNB;CAM_CD_LCS_WFNB delivered by Comenity Bank to Crown Asset Management, LLC on February 17, 2020 and summarized in the table immediately below (the "Sale File").

# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
	Redacted by Crown Asset Management, LLC		2/17/2020

SALE_ID [REDACTED]	hashID [REDACTED]	FILE [REDACTED]
MNT-TRAN-DATE 2020-02-17	PRIMARY-ACCT-NO [REDACTED]3692	pri_acctno [REDACTED]3692
DIV-NO 0091	DIV-NAME RESTORATION HARDWARE	CYCLE-NO 0030
CRDT-TERM-NO 0001	PLAN-NO 0000	SURNAME
FIRST-NAME SAMANTHA	MIDDLE-INIT	LAST-NAME SCHWARTZ
SUFFIX	JOINT-SURNAME	JOINT-FIRST-NAME
JOINT-MIDDLE-INIT	JOINT-LAST-NAME	JOINT-SUFFIX
JOINT-SSN [REDACTED]	EMPLOYER-NAME	ADDR-LINE-1 15021 VENTURA BLVD
ADDR-LINE-2	CITY SHERMAN OAKS	STATE CA
ZIP-CODE 91403	ZIP-CODE-PLUS4 2442	HOME-PHONE-NO [REDACTED]
HOME-PHONE-AVL-CD	WORK-PHONE-NO [REDACTED]	WORK-PHONE-AVL-CD
SSN [REDACTED]	ACCT-OPEN-DATE 2017-03-18	ACCT-CHARGE-OFF-DATE 2020-01-31
LAST-PAYMENT-DATE 2019-06-17	LAST-PAYMENT-AMOUNT 0000709.00	LAST-PURCHASE-DATE 2017-11-24
LAST-PURCHASE-AMOUNT 0002474.01	BIRTH-DATE [REDACTED]	CHARGED-OFF-BALANCE 0014488.33
CURR-BALANCE	FIRST-DELINQUENCY-DATE	PRINCIPAL-BALANCE

0014488.33

2019-08-27

0013961.32

UNPAID-FINANCE-CHARGES
0000299.01UNPAID-LATE-FEES
0000228.00UNPAID-MISCELLANEOUS-FEES
0000000.00SERIES-NUMBER
[REDACTED]0100CURRENT-AGENCY-NUMBER
[REDACTED]0995STAT-CODE-1
84STAT-CODE-1-DATE
2020-02-01STAT-CODE-2
06STAT-CODE-2-DATE
2019-11-01STAT-CODE-3
97STAT-CODE-3-DATE
2019-11-01

TP-TYPE

TP-SUR-TITLE-CD

TP-FIRST-NAME

TP-MIDDLE-INIT

TP-LAST-NAME

TP-SUFFIX

TP-ADDR-LINE-1

TP-ADDR-LINE-2

TP-CITY

TP-STATE

TP-ZIP-CODE
00000TP-ZIP-CODE-PLUS4
0000TP-HOME-PHONE-NO
[REDACTED]TP-WORK-PHONE-NO
[REDACTED]

TP-HOME-PHONE-AVL-CD

TP-WORK-PHONE-AVL-CD

BK-CHAPTER

BK-FILING-DATE

BK-CASE-NUMBER

BK-CITY

BK-STATE

ACCT-ID
[REDACTED]4043SAFE-HARBOR-AMT
00027.00SAFE-HARBOR-AMT2
00038.00CCA-INUSE-DATE1
1900-01-01

DIGITAL-COLLATRL-ID1

ANFTRM-FEE-TYPE1

ANFTRM-FEE-AMT-PCT1
0000000.00

ANFTRM-MIN-FEE1

ANFTRM-MAX-FEE1

NGCTRM-MIN-FEE1

0000000.00	0000000.00	0000000.00
NGCTRM-PCT-FEE1 000	NGCTRM-FLAT-FEE-AMT1 0000038.00	INRATE-INTEREST-RATE1 00026.4900
INRATE-COLL-INT-RATE1 00026.4900	INRATE-INT-CSH-RATE1 00000.0000	INRATE-COLL-CSH-RATE1 00000.0000
INTERM-GRACE-PERIOD-IND1 Y	MININT-MIN-FINCHRG-AMT1 0000002.00	PAYTRM-MIN-ASK-AMT1 0000030.00
PAYRTE-MAX-BAL-D1 0000142.86	PAYRTE-RATE-D1 00005.0000	PAYRTE-MAX-BAL-P1 9999999.99
PAYRTE-RATE-P1 00003.5000	CSHADV-FEE-AMT1 00000.0000	CSHADV-FEE-PCT-RATE1 000.00
CSHADV-MIN-FEE-AMT1 00000.00	CSHADV-MAX-FEE-AMT1 00000.00	LTFRM-PCT-OF-DELQ-AMT1 000
LTFRM-FLAT-FEE-AMT1 0000038.00	LTFRM-MIN-LF-AMT1 0000038.00	LTFRM-MAX-LF-AMT1 0000038.00
LTFRM-DAYS-OF-DELQ1 000	LTFRM-VARD-DATE-TYPE1 P	FRGNDF-FEE-PCT-RATE1 000.00
FRGNDF-FEE-AMT1 00000.00	FRGNDF-MIN-FEE-AMT1 00000.00	FRGNDF-MAX-FEE-AMT1 00000.00
CCA-INUSE-DATE2	DIGITAL-COLLATRL-ID2	ANFRM-FEE-TYPE2
ANFRM-FEE-AMT-PCT2 0000000.00	ANFRM-MIN-FEE2 0000000.00	ANFRM-MAX-FEE2 0000000.00
NGCTRM-MIN-FEE2 0000000.00	NGCTRM-PCT-FEE2 000	NGCTRM-FLAT-FEE-AMT2 0000000.00
INRATE-INTEREST-RATE2 00000.0000	INRATE-COLL-INT-RATE2 00000.0000	INRATE-INT-CSH-RATE2 00000.0000
INRATE-COLL-CSH-RATE2	INTERM-GRACE-PERIOD-IND2	MININT-MIN-FINCHRG-AMT2

00000.0000

0000000.00

PAYTRM-MIN-ASK-AMT2
0000000.00

PAYRTE-MAX-BAL-D2
0000000.00

PAYRTE-RATE-D2
00000.0000

PAYRTE-MAX-BAL-P2
0000000.00

PAYRTE-RATE-P2
00000.0000

CSHADV-FEE-AMT2
00000.0000

CSHADV-FEE-PCT-RATE2
000.00

CSHADV-MIN-FEE-AMT2
00000.00

CSHADV-MAX-FEE-AMT2
00000.00

LTFTRM-PCT-OF-DELQ-AMT2
000

LTFTRM-FLAT-FEE-AMT2
0000000.00

LTFTRM-MIN-LF-AMT2
0000000.00

LTFTRM-MAX-LF-AMT2
0000000.00

LTFTRM-DAYS-OF-DELQ2
000

LTFTRM-VARD-DATE-TYPE2

FRGNDF-FEE-PCT-RATE2
000.00

FRGNDF-FEE-AMT2
00000.00

FRGNDF-MIN-FEE-AMT2
00000.00

FRGNDF-MAX-FEE-AMT2
00000.00

LANG-IND
0

PREV-PRIME-ACCT
[REDACTED] 8692

EMAIL-ADDR
[REDACTED]

EMAIL-AVL-CD
V

PHONE-NO1
[REDACTED]

PHONE-NAME-ADDR-TYPE1
CP

PHONE-AVL-CD1
N

PHONE-NO2
[REDACTED]

PHONE-NAME-ADDR-TYPE2
OT

PHONE-AVL-CD2
N

PHONE-NO3
[REDACTED]

PHONE-NAME-ADDR-TYPE3
O2

PHONE-AVL-CD3
N

PHONE-NO4
[REDACTED]

PHONE-NAME-ADDR-TYPE4
O3

PHONE-AVL-CD4
N

PHONE-NO5
[REDACTED]

PHONE-NAME-ADDR-TYPE5

PHONE-AVL-CD5

PHONE-NO6
[REDACTED]

PHONE-NAME-ADDR-TYPE6

PHONE-AVL-CD6

PHONE-NO7

[REDACTED]

PHONE-NAME-ADDR-TYPE7

PHONE-AVL-CD7

PHONE-NO8

[REDACTED]

PHONE-NAME-ADDR-TYPE8

PHONE-AVL-CD8

TOTAL-CASH

0000000.00

TOTAL-PURCHASES

0000000.00

TOTAL-PAYMENTS

0000000.00

TOTAL-RETURNS

0000000.00

TOTAL-ADJUSTMENTS

0000000.00

APPL-NO

[REDACTED]

APPL-SOURCE-CD

[REDACTED]

EXHIBIT 2

RH

PAGE 1 OF 4

Summary of account activity

Account no. ****_****_****-3692

Previous balance	\$14,538.12
Payments	-709.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	0.00
Interest charged	47.12

New balance \$13,876.24

Past due amount 0.00

Credit limit \$20,000.00

Available credit \$6,123.76

Statement closing date 06/23/2019

Days in billing cycle 30

Payment information

New balance	\$13,876.24
Minimum payment due	\$352.00
Payment due date	07/19/2019

Late payment warning:

If we do not receive your minimum payment by 07/19/2019 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	6 years	\$15278
\$410	3 years	\$14755 (savings \$523)

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

If you do not pay your Plan 794-00001 balance of \$3,330.37 by Oct 18, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00002 balance of \$2,497.06 by Oct 20, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00003 balance of \$3,177.78 by Nov 01, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00004 balance of \$2,864.20 by Nov 11, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00005 balance of \$2,006.83 by Nov 28, 2022 any remaining balance will be assessed interest at the standard purchase APR.

Account Questions? Need to make a payment? Want to know how to go paperless?

Visit comenity.net/restorationhardware or call 1-866-522-8014 (TDD/TTY 1-800-695-1788). Want to stay in the know with credit tips and news? Visit us at [facebook.com/askcomenity](https://www.facebook.com/askcomenity) or at twitter.com/askcomenity.

RH Rewards

The RH Members Program
Save 25% on Everything RH.
Every Day.For more details about the RH
Members Program, visit
RH.com.To request a copy of our source
books, please visit
[restorationhardware.com/
customer-service](http://restorationhardware.com/customer-service).

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
06/17/2019	PAYMENT-THANK YOU	-709.00
Fees	Total fees charged for this period	\$0.00

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

RH

Account number	****_****_****-3692
New balance	Minimum payment
\$13,876.24	\$352.00

99 3

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 07/19/2019.

\$

Please make check payable to:
COMENITY - RESTORATION HARDWARESAMANTHA SCHWARTZ
8160 AMOR RD
LOS ANGELES CA 90046-1101Please return this portion along with your payment to:
PO BOX 659705
SAN ANTONIO TX 78265-9705

3692

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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 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 1-866-522-8014 (TDD/TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/restorationhardware.

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 8:00 pm (ET); **Online:** By 8:00 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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE 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/restorationhardware or call 1-866-522-8014 (TDD/TTY 1-800-695-1788).

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); WW INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WW INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WW INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT 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 182273, Columbus, Ohio 43218-2273.**

Send all bankruptcy notices and related correspondence to **Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.**

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 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 _____

Interest charged

Interest charge on purchases	\$47.12
Total interest for this period	\$47.12

2019 totals year to date	
Total fees charged in 2019	\$143.00
Total interest charged in 2019	\$292.01

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	27.2400% (v)	0.00	0.00
Plan 794-00001 LOW APR EQ PAY	3.9900%	3,639.42	11.94
Plan 794-00002 LOW APR EQ PAY	3.9900%	2,541.83	8.34
Plan 794-00003 LOW APR EQ PAY	3.9900%	3,232.12	10.60
Plan 794-00004 LOW APR EQ PAY	3.9900%	2,913.72	9.55
Plan 794-00005 LOW APR EQ PAY	3.9900%	2,039.42	6.69

Details of your plans

794-00001	You must pay your plan balance of \$3,330.37 in full by 10/18/2022 to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
4,927.00	10/14/2017	10/18/2022	3,729.43	11.94	411.00	3,330.37	0.00	0.00
794-00002	You must pay your plan balance of \$2,497.06 in full by 10/20/2022 to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
3,389.12	10/18/2017	10/20/2022	2,552.72	8.34	84.00	2,497.06	0.00	0.00
794-00003	You must pay your plan balance of \$3,177.78 in full by 11/01/2022 to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
4,184.00	10/28/2017	11/01/2022	3,245.18	10.60	78.00	3,177.78	0.00	0.00
794-00004	You must pay your plan balance of \$2,884.20 in full by 11/11/2022 to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
3,768.99	11/07/2017	11/11/2022	2,925.65	9.55	71.00	2,884.20	0.00	0.00
794-00005	You must pay your plan balance of \$2,006.83 in full by 11/28/2022 to avoid paying interest charges at the higher purchase APR noted above.							
ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
2,474.01	11/24/2017	11/28/2022	2,047.14	6.69	47.00	2,006.83	0.00	0.00

Additional important messages**If you only pay the minimum amount due, you will receive finance charges.**

To avoid being assessed a finance charge on a non-promotional plan balance, be sure to pay your balance in full by your due date.

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 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 1-866-522-8014 (TDD/TTY: 1-800-695-1788). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

How can you take charge against ID Theft? Visit idtheft.gov to find out.

You shop. They shop. Everyone wins!



Add your family or friends to your account to make shopping even easier.

Add someone today! It's easy, just

1. Visit comenity.net/restorationhardware and log in to your account
2. Click on My Profile
3. Select Manage Authorized Buyers under the Profile tab

EXHIBIT 3

Summary of account activity

Account no. ****-****-3692

Previous balance	\$14,398.88
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	38.00
Interest charged	53.65

New balance \$14,488.33

Past due amount 2,499.00

Credit limit \$14,130.00

Available credit \$0.00

Statement closing date 01/24/2020

Days in billing cycle 31

Payment information

New balance \$14,488.33

Minimum payment due \$2,861.00

Payment due date 02/19/2020

Late payment warning:

If we do not receive your minimum payment by 02/19/2020 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	16 years	\$20820

For information regarding credit counseling services, call 1-800-284-1708.

If you do not pay your Plan 794-00001 balance of \$3,409.42 by Oct 18, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00002 balance of \$2,556.34 by Oct 20, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00003 balance of \$3,253.22 by Nov 01, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00004 balance of \$2,932.21 by Nov 11, 2022 any remaining balance will be assessed interest at the standard purchase APR.

If you do not pay your Plan 794-00005 balance of \$2,054.52 by Nov 28, 2022 any remaining balance will be assessed interest at the standard purchase APR.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
01/19/2020	LATE FEE	38.00
	Total fees charged for this period	\$38.00

Interest charged

Interest charge on purchases	\$53.65
Total interest for this period	\$53.65

2020 totals year to date	
Total fees charged in 2020	\$38.00
Total interest charged in 2020	\$53.65

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	26.4900% (v)	249.01	5.80
Plan 794-00001 LOW APR EQ PAY	3.9900%	3,403.47	11.53

(CONTINUED)

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

RH

Account number	****-****-3692
New balance	\$14,488.33
Minimum payment	\$2,861.00

99 4

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 02/19/2020.

\$

Please make check payable to:
COMENITY - RESTORATION HARDWARESAMANTHA SCHWARTZ
15021 VENTURA BLVD
SHERMAN OAKS CA 91403-2442Please return this portion along with your payment to:
PO BOX 659705
SAN ANTONIO TX 78265-9705

3692

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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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" on 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 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 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 1-866-522-8014 (TDD/TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/restorationhardware.

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 8:00 pm (ET); **Online:** By 8:00 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 Bank PO Box 182782, Columbus, Ohio 43218-2782.

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: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE 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/restorationhardware or call 1-866-522-8014 (TDD/TTY 1-800-695-1788).

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); WW INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WW INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WW INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT 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 182273, Columbus, Ohio 43218-2273.

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

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 _____

Interest charge calculation - continued

Plan 794-00002 LOW APR EQ PAY	3.9900%	2,551.87	8.65
Plan 794-00003 LOW APR EQ PAY	3.9900%	3,247.54	11.00
Plan 794-00004 LOW APR EQ PAY	3.9900%	2,927.09	9.92
Plan 794-00005 LOW APR EQ PAY	3.9900%	2,050.93	6.95

Details of your plans

794-00001 You must pay your plan balance of \$3,409.42 in full by 10/18/2022 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
4,927.00	10/14/2017	10/18/2022	3,397.69	11.53	0.00	3,409.42	0.00	0.00

794-00002 You must pay your plan balance of \$2,556.34 in full by 10/20/2022 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
3,389.12	10/16/2017	10/20/2022	2,547.69	8.65	0.00	2,556.34	0.00	0.00

794-00003 You must pay your plan balance of \$3,253.22 in full by 11/01/2022 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
4,184.00	10/28/2017	11/01/2022	3,242.22	11.00	0.00	3,253.22	0.00	0.00

794-00004 You must pay your plan balance of \$2,932.21 in full by 11/11/2022 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
3,768.99	11/07/2017	11/11/2022	2,922.29	9.92	0.00	2,932.21	0.00	0.00

794-00005 You must pay your plan balance of \$2,054.52 in full by 11/28/2022 to avoid paying interest charges at the higher purchase APR noted above.

ORIGINAL PURCHASE AMOUNT	ORIGINAL PURCHASE DATE	PLAN EXPIRES	PREVIOUS PLAN BALANCE	PURCHASES & CHARGES	PAYMENTS & CREDITS	NEW PLAN BALANCE	ACCRUED INTEREST THIS PERIOD	TOTAL ACCRUED INTEREST
2,474.01	11/24/2017	11/28/2022	2,047.57	6.95	0.00	2,054.52	0.00	0.00

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 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 1-866-522-8014 (TDD/TTY: 1-800-695-1788). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

Consumers are entitled to one free credit report per year. To request yours call 1-877-322-8228 or visit annualcreditreport.com