

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

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PORTFOLIO RECOVERY ASSOCIATES, LLC  
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Attorneys for Plaintiff  
File No.: 75936

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

ED ABRAHAM,  
and DOES 1 to 25.

Defendant(s).

CASE NO. **22CHLC05182**

**COMPLAINT FOR:**

**(1) Account Stated**

PRAYER AMOUNT: \$3,727.85

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, ED ABRAHAM ("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 CITIBANK, N.A./ SEARS credit account was issued to Defendant on or about December 12,  
8 2013. Defendant used, or authorized the use of, the credit account to make purchases and/or  
9 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 CITIBANK, N.A..

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 \$3,727.85. Plaintiff is not seeking to recover any post charge-off  
17 fees or interest.

19 9. The date of last payment on the credit account was May 14, 2019.

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

21 CITIBANK NA 5800 SOUTH CORPORATE PLACE SIOUX FALLS SD 57108

22 At the time of charge-off, the charge-off creditor's account number associated with the debt ended  
23 in XXXXXXXXXXXXXXX4817.

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: ED ABRAHAM, 405 FLORENCE AVE # B,  
27 MONTEREY PARK, CA, 91755-1417.  
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 CITIBANK,  
19 N.A./ SEARS and on the account a balance was stated to be due to CITIBANK, N.A./ SEARS, from  
20 Defendant. Defendant expressly or impliedly agreed to pay CITIBANK, N.A./ SEARS, that balance.  
21 Attached hereto as Exhibit B is a true and correct copy of a billing statement showing the balance due  
22 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 \$3,727.85.  
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 \$3,727.85;  
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 ☒ Kristen Brinkerhoff, Esq. Bar No. 263579  
17 ☐ Emily Pierce, Esq. Bar No. 240084  
18 ☐ Jordan Cook, Esq. Bar No. 179720  
19 ☐ Lori Williams, Esq. Bar No. 242985  
20 ☐ Michelle Mitchell, Esq. Bar No. 221841  
21 Attorneys for Plaintiff  
22 **Portfolio Recovery Associates, LLC**  
23 [www.PRApay.com](http://www.PRApay.com)  
24  
25  
26  
27  
28

# EXHIBIT A

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
SEARS CREDIT CARDS  
PO Box 6282, Sioux Falls, SD 57117-6282



sears  
Mastercard®

**Customer Service:**  
searscard.com  
**Account Inquiries:**  
1-800-669-8488

Account Number: XXXXXXXXXXXX 4817

## Summary of Account Activity

Previous Balance	\$1,332.12
Payments	-\$100.00
Other Credits	-\$0.00
Purchases	+\$1,340.41
Cash Advances	+\$0.00
<b>Fees Charged</b>	<b>+\$0.00</b>
<b>Interest Charged</b>	<b>+\$49.33</b>
New Balance	\$2,621.86
Past Due Amount	\$0.00

Credit Limit	\$3,500.00
Available Credit	\$878.00
Cash Advance Limit	\$250.00
Available Cash Limit	\$250.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	05/24/2019
Next Statement Closing Date	06/23/2019
Days in Billing Cycle	31

## Payment Information

New Balance	\$2,621.86
Minimum Payment Due	\$76.00
Payment Due Date	June 20, 2019

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$38.

**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	14 years	\$7,152
\$108	3 years	\$3,878 (Savings=\$3,274)

If you would like information about credit counseling services, call 1-877-337-8187.

For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of page 1 within the timeframe disclosed to you on the phone.

Cash Payments made in-store at Sears, Sears Auto Centers, Sears Hometown and Outlet, and Kmart for Sears Credit Card account balances is limited to a maximum amount of \$2,500 per day/per account. For your convenience and security, if you wish to make payments for any amount, including amounts greater than \$2,500, you are welcome to do so via check. Please also remember you can pay your account online at [www.pay.searscard.com](http://www.pay.searscard.com)

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

**Your ThankYou® Points Total Is:**

**7,499**  
as of 04-30-19

thankyou  
from citi

See Page 5 to learn more.

68 ME 15

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 12

This Account is Issued by Citibank, N.A.

↓ Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. ↓

sears®

PO Box 6753  
Sioux Falls, SD 57117

Statement Enclosed

Your Account Number is XXXXXXXXXXXX 4817

Smiles Guaranteed.



Get Sears & Kmart gift cards in store or online.  
Terms and conditions are applied to gift card.

Payment Due Date	June 20, 2019
New Balance	\$2,621.86
Past Due Amount	\$0.00
Minimum Payment Due	\$76.00

Amount Enclosed: \$ XXXXXXXXXX

Please print address changes on the reverse side.

**Make Checks Payable to ▼**

ED ABRAHAM  
270 FOSTER ST  
LOWELL, MA 01851-3033

SEARS CREDIT CARDS  
PO BOX 78051  
PHOENIX, AZ 85062-8051

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. We will begin charging interest on cash advances and balance transfers (if available on your account) on the transaction date.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**Balance Transfers.** Balance transfer amounts are included in the "Purchases" line in the Summary of Account Activity (if balance transfers are available on your account).

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- Payment Other Than By Mail.**

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

- If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

In your letter, give us the following information:

- 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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

SMC/TGI/SCC/SCP/HIPs APR19

/A/- ME - 1238-5300-0050 -/B/- EM - 9 - STYNOFEE - - /C/- - 0 - 94 -/D/- P - - 0 - Y -/E/- 0 - - - 0 - 0 - 0 -  
/F/- 01/25/19 - 12/01/13 - 65 - April 23, 2019 -/G/- N - - - /H/- 0 - G41U -V -/I/- V - - 0 - 0 - - /J/- Y - o - 64 - 1905S - - 0719

**Please provide change of address and update/add your phone numbers\* here: (Use blue or black ink.)**

\*Cell: \_\_\_\_\_

\*Home: \_\_\_\_\_

**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

**Important Changes to Your Account Terms**

The following is a summary of certain changes being made to your account terms. These changes will take effect on 07/25/19. For more detailed information, please see the Notice of Change in Terms to your Card Agreement below.

**Revised Terms, as of 07/25/19****Late Fee**

Up to \$39

**Minimum Payment Due.** For any minimum payment calculated after 07/25/19, we are changing the way we calculate your Minimum Payment Due. You may be required to pay more of your account balance each billing cycle. As a result, your Minimum Payment Due may increase.

**TRANSACTIONS**

Trans Date	Description	Reference #	Amount
05/03	JETBLUE 27906167522472 8005382583 UT	55417413W0V08WGA1	\$ 198.00
05/03	JETBLUE 27921253814274 8005382583 UT	55417413W0V08WG9T	\$ 743.20
05/04	ONTARIO FUEL ONTARIO CA	55506293XRDQ4VNJX	\$ 53.12
05/14	PAY-BY-PHONE PAYMENT DEERFIELD IL	851210646EJ88XM6N	\$ 100.00-
05/16	GW SUPERMARKET OF CA I ROSEMEAD CA	555008049RDQ5EQ5W	\$ 74.27
05/16	TS EMPORIUM NO 3 MONTEREY PARK CA	554368749M94L4H3F	\$ 73.76
05/17	CHEVRON 0201894 UPLAND CA	5543286495SJTR2HX	\$ 40.48
05/17	HAWAII SUPERMARKET SAN GABRIEL CA	25247804901EMFW22	\$ 85.92
05/18	CHEVRON 0358404 RIVERSIDE CA	55432864A5SRRQ3FQ	\$ 19.21
05/18	KIRIN BUFFET ARCADIA CA	55310204ABM3B34H4	\$ 52.45

**FEES**

TOTAL FEES FOR THIS PERIOD	\$ 0.00
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**INTEREST CHARGED**

05/24	INTEREST CHARGE ON PURCHASES	\$	49.33
	TOTAL INTEREST FOR THIS PERIOD	\$	49.33

**2019 Totals Year-to-Date**

Total Fees Charged in 2019	\$0.00
Total Interest Charged in 2019	\$181.88

**ACTIVITY AND PROMOTIONS DETAIL**

Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
REGULAR									
-	-	\$1,332.12	\$100.00-	\$1,340.41	\$49.33	\$2,621.86	-	-	-
CASH ADVANCES									
REGULAR									
-	-	-	-	-	-	-	-	-	-
TOTAL		\$1,332.12	\$100.00-	\$1,340.41	\$49.33	\$2,621.86	\$0.00	\$0.00	

**INTEREST CHARGE CALCULATION**

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	27.49% (D)(V)	\$2,113.19	\$49.33
CASH ADVANCES			
REGULAR	29.40% (D)(V)	\$0.00	\$0.00
(V) = Variable Rate (D) = Daily			




Account: [REDACTED] 4817




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Account: [REDACTED] 4817

<b>THANKYOU POINTS EARNED ON SEARS MASTERCARD</b>	
ThankYou Member ID [REDACTED] 0195	
Base 1X on purchases	1340
<b>Points Earned This Billing Cycle</b>	<b>1340</b>
<b>Visit <a href="http://thankyou.com">thankyou.com</a> or call 1-800-THANKYOU (842-6596) to redeem points or see full rewards details.</b>	
Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.	

So many ways to use ThankYou® Points! 

Visit [thankyou.com](http://thankyou.com) and use ThankYou Points for:

	Gift Cards		Travel Rewards		Merchandise and More
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**Plus, transfer ThankYou Points into Shop Your Way® Points**  
For more information, call 1-800-842-6596.

Account: [REDACTED] 4817

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We appreciate your business as a cardholder and hope you are enjoying both the use and benefits of your card. We want you to be aware of changes we are making to your account. The following Notice of Change in Terms to your Card Agreement describes the changes and what they mean to you and your account.

If you have questions or need assistance with your account please call us at 1-800-669-8488.

We look forward to continuing to serve you in the future.

Please see below for important information about changes to your account.

## **Notice of Change in Terms to your Card Agreement**

**The Changes.** We are changing your Card Agreement. These changes will take effect 07/25/19. We are increasing the Late Fee. We are also changing the way we calculate the Minimum Payment Due for any minimum payment calculated after 07/25/19. You may be required to pay more of your account balance each billing cycle. As a result, your Minimum Payment Due may increase. Any terms of the Card Agreement not amended remain unchanged. Please read the information below carefully. You should keep this information with your Card Agreement for future reference.

- Effective 07/25/19, we are amending the Late Fee. For additional language regarding how and when this fee will be charged, please see the section called “Late Fee” in your Card Agreement.

The Late Fee in the “Fees” section of the Fact Sheet is amended as follows:

<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li></ul>	The fee will be \$28; or \$39 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law.
--	--

- We are amending how we calculate the Minimum Payment Due for any minimum payment calculated after 07/25/19.

We are amending the Minimum Payment Due section in the Fact Sheet as follows:

**Making Payments.** You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add the amount due on each major purchase plan balance. We add any amount in excess of your credit limit. We add any amount specified in a promotional offer. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$28;
- \$28 if the Calculated New Balance is at least \$28;
- 1% of the Calculated New Balance plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee. (The result is rounded up to the nearest dollar.) However, we subtract interest charges that accrued during prior billing cycles on a deferred interest balance that ended during the billing cycle covered by the statement; or
- 1.5% of the Calculated New Balance (the result is rounded up to the nearest dollar).

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to a major purchase plan, the Promotion Calculation, or to either of two types of promotional terms. The first type are terms that do not require a minimum payment. The second type are terms that require an additional amount as part of the Minimum Payment Due.

The amount due on a major purchase plan balance is the smaller of:

- The Repayment Percentage times the major purchase plan's Highest Balance. (The result is rounded up to the nearest dollar.) Or
- The major purchase plan's balance on the Statement Closing Date.

For each major purchase plan balance, the Highest Balance is the highest major purchase plan balance on a Statement Closing Date, since the last time that balance was zero. The balance is zero at account opening.

The Repayment Percentage for each major purchase plan is as follows:

- 24 month major purchase plan with an APR of 6.99%: 4.4768%.
- 36 month major purchase plan with an APR of 0%: 2.7778%.
- 36 month major purchase plan with an APR of 7.99%: 3.1332%.
- 48 month major purchase plan with an APR of 0%: 2.0833%.
- 48 month major purchase plan with an APR of 9.99%: 2.5358%.
- 60 month major purchase plan with an APR of 0%: 1.6667%.
- 60 month major purchase plan with an APR of 7.99%: 2.0272%.
- 72 month major purchase plan with an APR of 0%: 1.3889%.
- 84 month major purchase plan with an APR of 0%: 1.1905%.
- 96 month major purchase plan with an APR of 7.99%: 1.4132%.
- 120 month major purchase plan with an APR of 7.99%: 1.2127%.

The Promotion Calculation applies to some deferred interest transactions. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. For transactions made prior to August 1, 2019, it applies if, paying \$27 on this balance each billing cycle would result in repayment before the end of the promotion period. For transactions made on or after August 1, 2019, it applies if, paying \$28 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period.

For deferred interest transactions made at Transform SR Holding Management LLC entities and its participating affiliates, subsidiaries and licensees, excluding Kmart stores, if a protection agreement is part of the deferred interest transaction, the protection agreement is treated as a separate transaction for purposes of evaluating whether the Promotion Calculation applies. Multiple protection agreements that are part of one deferred interest transaction are treated as one separate transaction.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus three amounts. The first is any amount required by a major purchase plan. The second is any amount required by a promotional offer. The third is any amount required by the Promotion Calculation.

### **Deferred Interest Promotional Offer Update**

From time to time, you may be offered special limited time only deferred interest promotional offers.

Deferred interest promotional offers include the following types of offers:

- No Interest If Paid in Full in 6 Months
- No Interest If Paid in Full in 12 Months
- No Interest If Paid in Full in 18 Months
- No Interest If Paid in Full in 24 Months
- No Interest If Paid in Full by a specific date (for example, by December 31, 2020)

If the balance is not paid in full by the end of the promotional period, interest charges will be imposed from the purchase date at the variable purchase rate on your account which is 27.49% APR. Variable APRs are as of 05/01/19 and will vary with the market based on the Prime Rate.

These offers are not available all the time and may be limited to specific merchandise and/or have minimum payment and purchase requirements as disclosed in the offer.

Your card agreement, the terms of the offer and applicable law govern these transactions including increasing APRs and fees and termination of the promotional period.

If you have any questions, please contact us at 1-866-533-2468. For TDD/TTY assistance, please call 1-866-357-2484.

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# Sears Mastercard® and Sears Card Credit Cards

## 3 easy ways to make your card payment

1. Pay online. Go to [Searscard.com](https://searscard.com) to make a payment. When you enroll in Online Bill Pay you can schedule your payments up to 45 days in advance using the “Other” payment option. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online.
2. Pay your Sears Card or Sears Mastercard by mail or courier at the following address. Detach and return the statement remittance and enclose a valid check or money order (Please do not send cash, gift cards or foreign currency). Include your name and the last four digits of your account number.

Sears Card Payments  
PO Box 9001055  
Louisville, KY 40290-1055

Sears Mastercard Payments  
PO Box 9001055  
Louisville, KY 40290-1055

3. Pay with check or debit via automated service  
24 hours/7 days a week by calling:
  - **Sears Card:** 1 (800) 917-7700
  - **Sears Mastercard:** 1 (800) 669-8488

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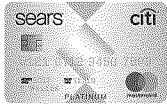




# EXHIBIT B

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
SEARS CREDIT CARDS  
PO Box 6282, Sioux Falls, SD 57117-6282



sears  
Mastercard®

**Customer Service:**  
searscard.com  
**Account Inquiries:**  
1-800-669-8488

**Account Number:** [REDACTED] 4817

## Summary of Account Activity

Previous Balance	\$3,603.27
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
<b>Fees Charged</b>	<b>+\$39.00</b>
<b>Interest Charged</b>	<b>+\$85.58</b>
New Balance	\$3,727.85
Past Due Amount	\$938.00

Credit Limit	\$0.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash Limit	\$0.00
Amount Over Credit Limit	\$827.85
Statement Closing Date	12/24/2019
Next Statement Closing Date	01/24/2020
Days in Billing Cycle	32

## Payment Information

New Balance	\$3,727.85
Minimum Payment Due	\$1,927.85
Payment Due Date	January 20, 2020

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.

**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	13 years	\$8,281
\$152	3 years	\$5,460 (Savings=\$2,821)

If you would like information about credit counseling services, call 1-877-337-8188.

### Information for Massachusetts Residents: NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide a written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the creditor.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

8 ME 15

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 4

This Account is Issued by Citibank, N.A.

----- Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records. -----

sears®

PO BOX 6286  
SIOUX FALLS, SD 57117-6286

Your Account Number is [REDACTED] 4817

<b>Payment Due Date</b>	<b>January 20, 2020</b>
<b>New Balance</b>	<b>\$3,727.85</b>
<b>Past Due Amount†</b>	<b>\$938.00</b>
<b>Minimum Payment Due</b>	<b>\$1,927.85</b>

**Amount Enclosed: \$** [REDACTED]

†Past Due Amount is included in the Minimum Payment Due.  
Please print address changes on the reverse side.

**Make Checks Payable to ▼**

Statement Enclosed

ED ABRAHAM  
270 FOSTER ST  
LOWELL, MA 01851-3033

SEARS CREDIT CARDS  
PO BOX 78051  
PHOENIX, AZ 85062-8051

Information About Your Account.

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. We will begin charging interest on cash advances and balance transfers (if available on your account) on the transaction date.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a major purchase plan balance, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

**Balance Transfers.** Balance transfer amounts are included in the "Purchases" line in the Summary of Account Activity (if balance transfers are available on your account).

Other Account and Payment Information.

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making a payment using our automated voice response system.

- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied the same day and you will be charged a \$5.00 agent expedited payment fee.
- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**

**Credit Reporting Disputes.** We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6217, Sioux Falls, SD 57117.

**Report a Lost or Stolen Card Immediately.** Call the Account Inquiries number shown on Page 1.

**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 address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. Account information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. 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 the address for billing errors and customer service inquiries shown on Page 1 of your statement.

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.

SMC/TGI/SCC/SCP/HIPs AUG19

/A/- ME - 1238-5300-0050 -/B/- EM - 9 - STYNOFEE - - /C/- E - 9 - X - 94 -/D/- P - - - 0 - N -/E/- 7 - - - - 402 - 0 - 0 -  
/F/- 01/25/19 - 12/01/13 - 72 - November 22, 2019 -/G/- N - - - /H/- 0 - - G41V -V -/I/- V - - 0 - 0 - - /J/- - - - 1905S - - 0719

Please provide change of address and update/add your phone numbers' here: (Use blue or black ink.)

\*Cell: \*Home:

\*Phone: By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: XXXXXXXXXX 4817

# TRANSACTIONS

Trans Date	Description	Reference #	Amount
<b>FEES</b>			
12/20	LATE FEE		\$ 39.00
	TOTAL FEES FOR THIS PERIOD		\$ 39.00
<b>INTEREST CHARGED</b>			
12/24	INTEREST CHARGE ON PURCHASES		\$ 85.58
	TOTAL INTEREST FOR THIS PERIOD		\$ 85.58

2019 Totals Year-to-Date	
Total Fees Charged in 2019	\$260.00
Total Interest Charged in 2019	\$705.41

# ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
REGULAR									
-	-	\$3,603.27	-	\$39.00	\$85.58	\$3,727.85	-	-	-
CASH ADVANCES									
REGULAR									
-	-	-	-	-	-	-	-	-	-
TOTAL		\$3,603.27	\$0.00	\$39.00	\$85.58	\$3,727.85	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION				Your Annual Percentage Rate (APR) is the annual interest rate on your account.
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
PURCHASES				
REGULAR	26.74% (D)(V)	\$3,650.57	\$85.58	
CASH ADVANCES				
REGULAR	28.65% (D)(V)	\$0.00	\$0.00	
(V) = Variable Rate (D) = Daily				

THANKYOU POINTS EARNED ON SEARS MASTERCARD	
ThankYou Member ID	
Base 1X on purchases	0
Points Earned This Billing Cycle	0
Visit <a href="http://thankyou.com">thankyou.com</a> or call 1-800-THANKYOU (842-6596) to redeem points or see full rewards details.	
Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.	

Account: [REDACTED] 4817

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