

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

1401576

1 GURSTEL LAW FIRM, P.C.  
2 Gurstel Law Firm, P.C.'s California Debt Collection  
3 License application is submitted and pending approval.  
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5 Rachel Haney (SBN #308259)  
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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 Celina M Cerda

18 Defendant.

Case No. **22CHLC05252**

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

19 Crown Asset Management, LLC("Plaintiff") alleges causes of action against Celina M  
20 Cerda ("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 September 3, 2013, Comenity Bank provided  
25 Defendant with a credit account ("Account"), and granted use privileges on the same.  
26 Defendant used the Account to make purchases and/or take cash advances and/or make  
27

1 balance transfers, each time reaffirming Defendant's agreement to repay Comenity Bank  
2 and its successors in interest, for the amount of the purchase and/or cash advances and/or  
3 balance transfers.  
4

5 3. Plaintiff is the sole owner of the debt at issue.

6 4. The debt balance at charge-off was \$2,070.39. \$0.00 in post charge-off fees and \$0.00  
7 in post charge-off interest have been imposed since the time of charge-off.

8 5. The date of last payment on the Account was on August 18, 2020.

9 6. The charge-off creditor at the time of charge-off was Comenity Bank ("Charge-Off  
10 Creditor"), whose address at said time was One Righter Parkway, Suite 100, Wilmington,  
11 DE, 19803 . Charge-Off Creditor's account number associated with the debt is  
12 \*\*\*\*\*2938.  
13

14 7. Defendant's name and address as it appeared in the Charge-Off Creditor's records prior  
15 to the sale of the Account to Plaintiff is CELINA M CERDA, 19857 SANDPIPER PL  
16 UNIT 118, NEWHALL, CA 91321-4325.  
17

18 8. Prior to the commencement of this action, the Account was assigned or otherwise  
19 transferred to Plaintiff. Plaintiff, is the present holder and sole owner of the Account.  
20 Plaintiff's address is 3100 Breckinridge Blvd, Ste 725, Duluth, GA 30096. The names  
21 and address of all persons or entities that purchased the debt after charge-off are:  
22

23 (A) Crown Asset Management, LLC, 3100 Breckinridge Blvd, Ste 725  
24 Duluth, GA 30096

25 9. Plaintiff has complied with the requirements of Civil Code section 1788.52. Notably,  
26 section 1788.52(a)(7) requires that Plaintiff include its debt collector license number in  
27

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

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

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

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

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

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

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

22  
23 13. Taking into account all known payments, charges, offsets, if any, the amount due on this  
24 account as of the date this Complaint was prepared is \$2,070.39, which amount equals  
25 the charge-off balance, less any payments or offsets as applicable.

26 14. Although demand has been made upon Defendant to pay the outstanding balance on the  
27

Account, Defendant has failed to do so.

**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 \$2,070.39, 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 \$2,070.39, 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 \$2,070.39;  
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 Kimberlee Tsai  
11 Rachel Haney  
12 Jason Burrows  
13 Amit Taneja  
14 Brianna Elmassian  
15 Tai Tran  
16 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 on or about the File Creation Date of November 16, 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") December 8, 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: [Signature]

Date: 12/14/20

Title: Chief Credit Officer

**Crown Asset Management, LLC**

By: [Signature]

Date: 12/15/2020

Title: CEO + Manager

**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 file named CAM\_CD\_NOV\_2020\_LCS\_CB.TXT; CAM\_CD\_NOV\_2020\_DPL\_CB.TXT delivered by Comenity Bank to Crown Asset Management, LLC on November 23, 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		11/16/2020



SALE_ID [REDACTED]	FILE [REDACTED]	MNT-TRAN-DATE 2020-11-16
PRIMARY-ACCT-NO [REDACTED] 2938	pri_acctno [REDACTED] 2938	DIV-NO 0136
DIV-NAME TORRID	CYCLE-NO 0030	CRDT-TERM-NO 0001
PLAN-NO 0000	SURNAME	FIRST-NAME CELINA
MIDDLE-INIT M	LAST-NAME CERDA	SUFFIX
JOINT-SURNAME	JOINT-FIRST-NAME	JOINT-MIDDLE-INIT
JOINT-LAST-NAME	JOINT-SUFFIX	JOINT-SSN [REDACTED]
EMPLOYER-NAME	ADDR-LINE-1 19857 SANDPIPER PL UNIT 118	ADDR-LINE-2
CITY NEWHALL	STATE CA	ZIP-CODE 91321
ZIP-CODE-PLUS4 4325	HOME-PHONE-NO [REDACTED]	HOME-PHONE-AVL-CD N
WORK-PHONE-NO [REDACTED]	WORK-PHONE-AVL-CD	SSN [REDACTED]
ACCT-OPEN-DATE 2013-09-03	ACCT-CHARGE-OFF-DATE 2020-10-31	LAST-PAYMENT-DATE 2020-08-18
LAST-PAYMENT-AMOUNT 0000137.36	LAST-PURCHASE-DATE 2019-10-26	LAST-PURCHASE-AMOUNT 0000046.22
BIRTH-DATE [REDACTED]	CHARGED-OFF-BALANCE 0002070.39	CURR-BALANCE 0002070.39
FIRST-DELINQUENCY-DATE	PRINCIPAL-BALANCE	UNPAID-FINANCE-CHARGES

2020-03-18

0001783.43

0000246.96

UNPAID-LATE-FEES  
0000040.00

UNPAID-MISCELLANEOUS-FEES  
0000000.00

SERIES-NUMBER  
[REDACTED]

CURRENT-AGENCY-NUMBER

[REDACTED]

STAT-CODE-1  
09

STAT-CODE-1-DATE  
2020-08-14

STAT-CODE-2  
22

STAT-CODE-2-DATE  
2019-08-21

STAT-CODE-3  
84

STAT-CODE-3-DATE  
2020-11-01

TP-TYPE  
P

TP-SUR-TITLE-CD

TP-FIRST-NAME  
MAIN STREET

TP-MIDDLE-INIT

TP-LAST-NAME  
DEBT SOLUTIONS

TP-SUFFIX

TP-ADDR-LINE-1  
1712 PIONEER AVE STE 876

TP-ADDR-LINE-2

TP-CITY  
CHEYENNE

TP-STATE  
WY

TP-ZIP-CODE  
82001

TP-ZIP-CODE-PLUS4  
4406

TP-HOME-PHONE-NO

[REDACTED]

TP-WORK-PHONE-NO

[REDACTED]

TP-HOME-PHONE-AVL-CD  
V

TP-WORK-PHONE-AVL-CD

BK-CHAPTER

BK-FILING-DATE

BK-CASE-NUMBER

BK-CITY

BK-STATE

ACCT-ID

[REDACTED]

SAFE-HARBOR-AMT  
00029.00

SAFE-HARBOR-AMT2  
00040.00

CCA-INUSE-DATE1  
2020-07-01

DIGITAL-COLLATRL-ID1

[REDACTED]

ANFTRM-FEE-TYPE1

ANFTRM-FEE-AMT-PCT1  
0000000.00

ANFTRM-MIN-FEE1  
0000000.00

ANFTRM-MAX-FEE1

NGCTRM-MIN-FEE1

NGCTRM-PCT-FEE1

0000000.00	0000000.00	000
NGCTRM-FLAT-FEE-AMT1 0000025.00	INRATE-INTEREST-RATE1 00024.9900	INRATE-COLL-INT-RATE1 00024.9900
INRATE-INT-CSH-RATE1 00000.0000	INRATE-COLL-CSH-RATE1 00000.0000	INTERM-GRACE-PERIOD-IND1 Y
MININT-MIN-FINCHRG-AMT1 0000001.00	PAYTRM-MIN-ASK-AMT1 0000029.00	PAYTRM-MIN-ASK2-AMT1 0000035.00
PAYRTE-MAX-BAL-D1 0000100.00	PAYRTE-RATE-D1 00005.0000	PAYRTE-MAX-BAL-P1 9999999.99
PAYRTE-RATE-P1 00005.0000	CSHADV-FEE-AMT1 00000.0000	CSHADV-FEE-PCT-RATE1 000.00
CSHADV-MIN-FEE-AMT1 00000.00	CSHADV-MAX-FEE-AMT1 00000.00	LTFTRM-PCT-OF-DELQ-AMT1 000
LTFTRM-FLAT-FEE-AMT1 0000040.00	LTFTRM-MIN-LF-AMT1 0000040.00	LTFTRM-MAX-LF-AMT1 0000040.00
LTFTRM-DAYS-OF-DELQ1 000	LTFTRM-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	ANFTRM-FEE-TYPE2
ANFTRM-FEE-AMT-PCT2 0000000.00	ANFTRM-MIN-FEE2 0000000.00	ANFTRM-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

PAYTRM-MIN-ASK2-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

EMAIL-ADDR

EMAIL-AVL-CD  
V

PHONE-NO1

PHONE-NAME-ADDR-TYPE1  
CP

PHONE-AVL-CD1  
N

PHONE-NO2

PHONE-NAME-ADDR-TYPE2  
OT

PHONE-AVL-CD2  
N

PHONE-NO3

PHONE-NAME-ADDR-TYPE3  
O2

PHONE-AVL-CD3  
N

PHONE-NO4

PHONE-NAME-ADDR-TYPE4  
O3

PHONE-AVL-CD4  
N

PHONE-NO5

PHONE-NAME-ADDR-TYPE5

PHONE-AVL-CD5

PHONE-NO6

PHONE-NAME-ADDR-TYPE6

PHONE-AVL-CD6

[REDACTED]

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]

LastContDate

2020-08-14

LastPromDate

2020-10-18

LastPromAmt

000136

StmtSubscriptInd

N

hashID

[REDACTED]

port\_comments

Comenity C&D

CardlessInd

N

# EXHIBIT 2

Visit our Payment Help Center at  
comenity.net/paymenthelp  
to schedule a payment for the minimum due  
and bring your account current.

PAGE 1 OF 4

#### Summary of account activity

Account no.	****_****_****-2938
Previous balance	\$2,043.40
Payments	-137.36
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	40.00
Interest charged	43.41
<b>New balance</b>	<b>\$1,989.45</b>
Past due amount	496.64
Credit limit	\$1,600.00
Available credit	\$0.00
Statement closing date	08/23/2020
Days in billing cycle	31

#### Payment information

New balance	\$1,989.45
Minimum payment due	\$595.64
Payment due date	09/18/2020

#### Late payment warning:

If we do not receive your minimum payment by 09/18/2020 you may have to pay up to a \$40.00 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	5 years	\$3147

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

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.



#### Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
08/18/2020	PAYMENT - THANK YOU	-137.36
<b>Fees</b>		
08/18/2020	LATE FEE	40.00
	<b>Total fees charged for this period</b>	<b>\$40.00</b>

#### Interest charged

Interest charge on purchases	\$43.41
<b>Total interest for this period</b>	<b>\$43.41</b>

2020 totals year to date	
Total fees charged in 2020	\$320.00
Total interest charged in 2020	\$309.75

#### 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	24.9900% (v)	2,045.85	43.41

#### Additional important messages

We would sincerely like to help you resolve this matter, yet our previous efforts to work with you have gone unanswered. This is your final opportunity. Unless we hear from you soon, we will permanently close your account and write it off as a bad debt. Your account will then be turned over to our Recovery team and reviewed by one of our Recovery Specialists. Visit our online Payment Help Center today at

NOTICE: See reverse side for Important Information.  
Please tear at perforation above

(CONTINUED)

**TORRID**

FASHION FOR SIZES 12 TO 28



Account number	****_****_****-2938
New balance	Minimum payment
<b>\$1,989.45</b>	<b>\$595.64</b>

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 09/18/2020.



Please make check payable to:  
COMENITY - TORRID



CELINA M CERDA  
1712 PIONEER AVE STE 876  
CHEYENNE WY 82001-4406

Please return this portion along with your payment to:  
PO BOX 659584  
SAN ANTONIO TX 78265-9584



2938

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 formal 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 1-800-853-2921 (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/tomid](http://comenity.net/tomid). **In-store:** You can make payments in-store.

**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 5:00 pm Eastern Time (ET); **Pay By Phone:** by 8:00 pm (ET); **Online:** by 8:00 pm (ET); and **In-store:** by the time the store closes at the location you make your payment.

**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 182789, Columbus, Ohio 43218-2789. 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/tomid](http://comenity.net/tomid) or call 1-800-853-2921 (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 PY 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 \_\_\_\_\_



Additional important messages - continued

comenity.net/paymenthelp to schedule your payment to bring your account up-to-date or call 1-866-502-1044 (TDD/TTY 1-800-695-1788) to make a payment over the phone or discuss payment options.

Find out how to shop safely online at [onguardonline.gov](http://onguardonline.gov)





# EXHIBIT 3

**Summary of account activity**

Account no. \*\*\*\*\_\*\*\*\*\_\*\*\*\*\_2938

Previous balance	\$1,934.39
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	136.00
Fees charged	0.00
Interest charged	0.00
<b>New balance</b>	<b>\$2,070.39</b>
Past due amount	692.64
Credit limit	\$1,600.00
Available credit	\$0.00
Statement closing date	10/23/2020
Days in billing cycle	31

**Payment information**

New balance	\$2,070.39
Minimum payment due	\$796.64
Payment due date	11/18/2020

**Late payment warning:**

If we do not receive your minimum payment by 11/18/2020 you may have to pay up to a \$40.00 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	5 years	\$3281

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

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.

**Details of your transactions**

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
09/18/2020	RETURNED PAYMENT	136.00

**Fees**

Total fees charged for this period	\$0.00
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**Interest charged**

Interest charge on purchases	\$0.00
Total interest for this period	\$0.00

**2020 totals year to date**

Total fees charged in 2020	\$360.00
Total interest charged in 2020	\$350.69

**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	24.9900% (v)	0.00	0.00

**Additional important messages**

Effective November 2, 2020, the cutoff times for payments to be credited on the same day when the payments are made over the phone and online are changing. Telephone and online Account Center payments made by 6:00 pm Eastern Time will post on the same day. Please see the information provided on the back of the first page of your statement for more details about payment cutoff times.

(CONTINUED)

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

**TORRID**

FASHION FOR SIZES 12 TO 28



Account number	****_****_****_2938
New balance	Minimum payment
\$2,070.39	\$796.64

99 4

Mailed payments must reach us by 6pm ET on 11/18/2020.

Amount enclosed:



Please make check payable to:  
COMENITY - TORRID



CELINA M CERDA  
1712 PIONEER AVE STE 876  
CHEYENNE WY 82001-4406

Please return this portion along with your payment to:  
PO BOX 659584  
SAN ANTONIO TX 78265-9584



2938

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.

**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 182783, Columbus, Ohio 43218-2783. 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/tomid](http://comenity.net/tomid) or call 1-800-853-2921 (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); WY INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WY INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WY 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.

**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 includes:

**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 1-800-853-2921 (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/tomid](http://comenity.net/tomid).

**In-store:** You can make payments in-store.

**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); and **In-store:** By the time the store closes at the location you make your payment.

#### 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 \_\_\_\_\_

**Additional important messages - continued**

**IMMEDIATE ATTENTION REQUIRED!** Your Account is extremely past due and will be written off as a bad debt at the end of this month. To avoid this, you can pay the Minimum amount shown on this statement before the end of this month. If you are not able to pay the Minimum Payment amount, we will still be able to assist you and prevent your account from being written off. Call us at 1-855-617-8089 (TDD/TTY 1-800-695-1788) and we will find a suitable payment before the end of this month. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

Protect yourself against mail and phone consumer fraud.  
<http://about.usps.com/publications/pub281/welcome.htm>



