

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

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Attorneys for Plaintiff  
File No.: 76540

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

DAWN RUSSELL,  
and DOES 1 to 25.

Defendant(s).

CASE NO. **22CHLC05170**

**COMPLAINT FOR:**

**(1) Account Stated**

PRAYER AMOUNT: \$5,438.16

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, DAWN RUSSELL ("Defendant"), is a resident of LOS ANGELES County, State of California.
3. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers, employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and scope of said authority of such agents, servants, and employees.

1 4. This suit concerns a credit account that was purchased by Plaintiff on or after January 1, 2014 and,  
2 therefore, is subject to California Civil Code § 1788.50; *et seq.*

3  
4 **COMPLIANCE WITH CIVIL CODE § 1788.50, *et seq.***

5 Pursuant to California Civil Code § 1788.58(a)(1)-(9):

6 5. Plaintiff is a debt buyer.

7 6. A SYNCHRONY BANK credit account was issued to Defendant on or about March 09, 2018.  
8 Defendant used, or authorized the use of, the credit account to make purchases and/or transactions.  
9 Defendant received periodic billing statements for the credit account. Defendant defaulted in making  
10 the required payments. Subsequently, Plaintiff was assigned and transferred all rights, title and interest  
11 in the credit account. The account was assigned, transferred and sold to Plaintiff by SYNCHRONY  
12 BANK.  
13

14 7. Plaintiff is the sole owner of the credit account at issue, or has authority to assert the rights of all  
15 owners of the debt.

16 8. The balance at charge-off was \$5,478.16. Plaintiff is not seeking to recover any post charge-off  
17 fees or interest.  
18

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

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

21 SYNCHRONY BANK PO BOX 965033 ORLANDO FL 32896-5033  
22

23 At the time of charge-off, the charge-off creditor's account number associated with the debt ended  
24 in XXXXXXXXXXXXXXX9565.

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: DAWN RUSSELL, 2475 N BEACHWOOD DR, LOS  
27 ANGELES, CA, 90068-3054.  
28

1 12. The names and addresses of all persons or entities that purchased the debt after charge off,  
2 include the Plaintiff debt buyer: Portfolio Recovery Associates, LLC, which maintains an address at  
3 120 Corporate Blvd, Norfolk, VA 23502.  
4

5 13. Plaintiff has complied with the requirements of Civil Code **Section 1788.52**. Notably, Section  
6 1788.52(a)(7) requires that Plaintiff possess the California debt buyer license number when making any  
7 written statements to a debtor in an attempt to collect a consumer debt. The legislation that created this  
8 requirement also stated that the licensing provisions **shall become operative January 1, 2022**, and that  
9 a debt collector that submits an application prior to January 1, 2022 may operate pending the approval  
10 or denial of the application.  
11

12 14. Attached hereto as Exhibit A is a true and correct copy of a document required by section  
13 1788.58(b) of the California Civil Code.  
14

15 **FIRST CAUSE OF ACTION:**

16 **ACCOUNT STATED**

17 15. Plaintiff alleges and incorporates by reference the foregoing paragraphs.

18 16. Within the last four years, an account was stated in writing between Defendant and  
19 SYNCHRONY BANK and on the account a balance was stated to be due to SYNCHRONY BANK,  
20 from Defendant. Defendant expressly or impliedly agreed to pay SYNCHRONY BANK, 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 \$5,438.16.  
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 \$5,438.16;  
8 2. Costs of suit; and  
9 3. Any such other relief as the Court may deem just and proper.  
10

11 DATED: February 21, 2022  
12  
13  
14



15 By: \_\_\_\_\_  
16

- 17 ☒ Lori Williams, Esq. Bar No. 242985  
18 ☐ Emily Pierce, Esq. Bar No. 240084  
19 ☐ Jordan Cook, Esq. Bar No. 179720  
20 ☐ Kristen Brinkerhoff, Esq. Bar No. 263579  
21 ☐ Michelle Mitchell, Esq. Bar No. 221841  
22 Attorneys for Plaintiff  
23 **Portfolio Recovery Associates, LLC**  
24 [www.PRApay.com](http://www.PRApay.com)  
25  
26  
27  
28

# EXHIBIT A

**CARECREDIT/SYNCHRONY BANK**

**DAWN RUSSELL**  
Account Number : **[REDACTED]** **9565**  
Statement Closing Date: 10/22/2019

Summary of Account Activity		Payment Information		
Previous Balance	\$4,517.96	New Balance		\$4,543.90
+ New Purchases	\$64.50	Total Minimum Payment Due		\$154.00
- Payments	\$147.00	Payment Due Date		11/14/2019
+/- Credits, Fees & Adjustments (net)	\$0.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.		
+/- Interest Charge (net)	\$108.44	We may convert your payment into an electronic debit. See reverse side.		
<b>New Balance</b>	<b>\$4,543.90</b>	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$39.00. <b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:		
Credit Limit	\$4,680.00	<b>If you make no additional charges using this card and each month you pay ...</b>	<b>You will pay off the balance shown on this statement in about ...</b>	<b>And you will end up paying an estimated total of ...</b>
Available Credit	\$136.00			
<b>Days in Billing Period</b>	<b>32</b>	Only the minimum payment	18 years	\$13,083.00
<b>Pay online for free at: mysynchrony.com</b> <b>For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).</b>  Best times to call are Wednesday - Friday.		\$185.00	3 years	\$6,677.00 (Savings = \$6,406.00)
		If you would like information about credit counseling services, call 1-877-302-8797.		

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
10/14/2019	10/14/2019	F9072008Z00CHGD	AUTOMATIC PAYMENT - THANK YOU	(\$147.00)

Continued on next page

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

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**Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.**

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$154.00	11/14/2019	\$4,543.90	9565

**Payment Enclosed :** \$  -

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

DAWN RUSSELL  
1230 N BERENDO ST APT 308  
LOS ANGELES CA 90029-1646

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

**Transaction Summary (Continued)**

Tran Date	Post Date	Reference Number	Description	Amount
09/22/2019	09/23/2019	85348128ALJ7RDJHY	WORLD PAY SYMMES TWP OH STANDARD PURCHASE WALGREENS STORE _LOS ANGELES CA_07036 19265+0184246 0621203	\$32.38
10/16/2019	10/17/2019	853481292LJ7RDGR6	WORLD PAY SYMMES TWP OH STANDARD PURCHASE WALGREENS STORE _ALHAMBRA CA_02156 19289+0124653 0622018 <b>FEES</b> <b>TOTAL FEES FOR THIS PERIOD</b>	\$32.12     <b>\$0.00</b>
10/22/2019	10/22/2019		<b>INTEREST CHARGED</b> INTEREST CHARGE ON PURCHASES <b>TOTAL INTEREST FOR THIS PERIOD</b>	 \$108.44 <b>\$108.44</b>
<b>2019 Totals Year-to-Date</b>				
Total Fees Charged in 2019				\$0.00
Total Interest Charged in 2019				\$1,134.12
Total Interest Paid in 2019				\$177.36

**Interest Charge Calculation**

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	26.99%	\$4,582.60	\$108.44

**New Promotional Financing Plans**

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR")** is **26.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

**No Interest if Paid Within Promotional Period**

(These can be advertised as Deferred Interest promotions)

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

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

**Cardholder News & Information**

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

**\$154.00 WILL BE DEDUCTED FROM YOUR BANK ACCOUNT AND**

**CREDITED AS YOUR AUTOMATIC PAYMENT ON 11/14/19. THE**

**AUTOMATIC PAYMENT AMOUNT MAY BE REDUCED BY PAYMENTS,**

**CREDITS AND/OR RETURNS POSTED ON OR BEFORE THIS DATE.**





# EXHIBIT B

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	26.99%	\$5,347.15	\$118.63

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Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,354.00	\$1,140.00	05/14/2020	\$5,438.16	9565

[illegible]

DAWN RUSSELL  
1230 N BERENDO ST APT 308  
LOS ANGELES CA 90029-1646

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

### Cardholder News & Information

We are here to support you and are working hard to ensure our CareCredit team members can continue to provide you with uninterrupted, dependable service. As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our cardholders.

We are also aware that some of our cardholders may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help. We encourage you to use our online and mobile servicing tools. To register or log in to your account, visit the [www.CareCredit.com](http://www.CareCredit.com) page or go to [www.CareCredit.com/app](http://www.CareCredit.com/app) to download the mobile app.

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

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

**YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR  
CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.**

