

1 File No. 21-41855-0
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8 Attorneys for Plaintiff
 9 CAVALRY SPV I, LLC as assignee of Citibank, N.A.

10
 11 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
 12 **NORTH VALLEY DISTRICT-CHATSWORTH-LIMITED CIVIL CASE**

13 CAVALRY SPV I, LLC as assignee of
 Citibank, N.A.

14 Plaintiff,

15 vs.

16 REGILINO UY

17 and DOES 1 to 10, Inclusive,

18 Defendants.

12 **CASE NO.**

22CHLC05188

13
 14 **AMENDED COMPLAINT FOR ACCOUNT**
 15 **STATED;**
 16 **MONEY LENT**

17 **(DEMAND AMOUNT: \$9,550.34)**

20 Plaintiff alleges and complains as follows:

21 **PRELIMINARY ALLEGATIONS**

22 Plaintiff, CAVALRY SPV I, LLC, as assignee of Citibank, N.A.,
 23 as issuer of the Costco credit card account, complains of
 24 Defendants, and each of them, singularly and collectively, that:
 25

26 1. The true names and capacities of Defendants herein sued by
 27 the fictitious names as DOES 1 to 10, Inclusive, are unknown to
 28 Plaintiff, who therefore sues those Defendants under, pursuant to,

FILED
 Superior Court of California
 County of Los Angeles

05/23/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Vargas Deputy

1 and in accordance with the provisions of Section 474 of the Code of
2 Civil Procedure. Plaintiff will ask leave of court to amend this
3 complaint as and when the true names and capacities of Defendants
4 named herein as DOES 1 to 10 have been ascertained.

5 2. At all times herein mentioned, Defendants, and each of
6 them, were the agents, servants and employees of each other and
7 every remaining Defendant, and in doing the things alleged, were
8 acting in the course and scope of said authority of such agents,
9 servants, and employees.

10 3. Plaintiff is now and was at all times herein mentioned a
11 limited liability company, authorized to do business in the State of
12 California.

13 4. Plaintiff is a debt buyer as defined by Section 1788.50 of
14 the CA Civil Code. Plaintiff and Plaintiff's counsel's application
15 for license pursuant to Financial Code Section 100000 et. seq. are
16 pending issuance with the Nationwide Multistate Licensing and
17 Registry and/or the California Department of Financial Protection
18 and Innovation.

19 5. Section 1788.50 of the CA Civil Code is applicable to this
20 action as the debt subject to this lawsuit was purchased by
21 Plaintiff after January 1, 2014. Plaintiff is the sole owner of the
22 debt at issue.

23 6. Plaintiff is in compliance with Section 1788.52 of the CA
24 Civil Code. Attached hereto as Exhibit A is a true and correct copy
25

1 of a monthly account statement that was sent to the Defendant while
2 the account was active, which demonstrates that the debt was
3 incurred by the Defendant.

4 7. The nature of the underlying debt is a credit agreement
5 entered into between the charge-off creditor and the Defendant. The
6 Defendant obtained credit to use for the purchase of certain goods
7 and services and used the account for that purpose.

8 8. The name of the charge-off creditor is Citibank, N.A., as
9 issuer of the Costco card account. The address of the charge-off
10 creditor at the time of charge-off was PO BOX 78019 Phoenix, AZ
11 85062-8019. The last four digits of the charge-off account number
12 are XXXXXXXXXXXX2552.

13 9. The name and last known address of the Defendant as they
14 appeared in the charged-off creditor's records prior to the sale of
15 the debt was REGILINO UY, 617 N OXFORD AVE APT 307 LOS ANGELES, CA
16 90004-1760.

17 10. The name and address of all entities that purchased the
18 debt after charge-off is/are: CAVALRY SPV I, LLC, 1 AMERICAN LANE,
19 SUITE 220, GREENWICH, CONNECTICUT 06831.

20 11. Plaintiff is informed and believes and thereon alleges
21 that Defendant REGILINO UY is an individual who resides in the City
22 of Los Angeles, County of Los Angeles, State of California.

23 12. Before commencement of this action, in those cases where
24 recovery of costs is dependent on such notices, Plaintiff informed
25

1 the Defendant(s) in writing that it intended to file this action and
2 that this action may result in a judgment against Defendant(s) that
3 might include court costs and necessary disbursements allowed by
4 C.C.P. § 1033(b) (2) .

5
6 **FIRST CAUSE OF ACTION**
7 **(Account Stated)**

8 13. Plaintiff repeats and repleads and incorporates by
9 reference the allegations made in Paragraphs I through 12 of this
10 complaint.

11 14. The balance due at charge off was \$9,550.34. After
12 deduction for all post charge off offsets and credits, if any, there
13 is now due, owing and unpaid from Defendant to Plaintiff the current
14 balance of \$9,550.34, and upon information and belief there is \$0.00
15 in post charge-off fees and \$0.00 in post charge-off interest.

16 15. Defendants were indebted to the charge-off creditor,
17 Citibank, N.A., as issuer of the Costco card account, in the amount
18 of \$9,550.34 on an account stated in writing. Please see the
19 statement of account reflecting the indebtedness attached hereto as
20 **Exhibit B**. This Citibank, N.A. credit card account was for credit
21 card purchases and/or cash advances. Defendant was billed monthly
22 and failed to dispute as required under the Federal Fair Billing Act
23 applicable to such account (15 U.S.C. § 1666 et seq.).

24 16. The date of last payment made on the account was September
25 25, 2020.
26
27
28

1 17. Prior to filing this complaint, all right, title and
2 interest in the account which is the subject of this lawsuit,
3 Account Number XXXXXXXXXXXXX2552, was sold and assigned by Citibank,
4 N.A. as issuer of the Costco credit card account, to CAVALRY SPV I,
5 LLC. CAVALRY SPV I, LLC is the sole owner of the debt at issue.
6

7 18. Plaintiff made demand on defendants for payment of that
8 sum, but no part of that sum has been paid to plaintiff, and the
9 entire amount is now due and unpaid.

10 19. Neither the whole nor any part of the above charged-off
11 sum has been paid, although payment has been demanded, leaving a
12 balance due, owing and unpaid to Plaintiff in the amount of
13 \$9,550.34 and together with costs of suit.
14

15 **SECOND CAUSE OF ACTION**
16 **(Money Lent)**

17 20. Plaintiff repeats and repleads and incorporates by
18 reference the allegations made in Paragraphs 1 through 20 of this
19 complaint.

20 21. The balance due at charge off was \$9,550.34. After
21 deduction for all post charge off offsets and credits, if any, there
22 is now due, owing and unpaid from Defendant to Plaintiff the current
23 balance of 9,550.34.

24 22. Within the last four years, Defendant became indebted to
25 the charge-off creditor, Citibank, N.A., Costco credit card account,
26 in the amount of \$9,550.34 for money lent to or paid out for the
27
28

1 benefit of Defendant at his/her request, based on Defendant's use
2 and benefit of his/her account.

3 23. The date of last payment made on the account was September
4 25, 2020.

5 24. Neither the whole nor any part of the above charged-off
6 sum has been paid, although payment has been demanded, leaving a
7 balance due, owing and unpaid to Plaintiff in the amount of
8 \$9,550.34 together with costs of suit.
9

10 WHEREFORE, plaintiff prays for judgment against Defendants, and
11 each of them, jointly and severally, as follows:

12 **FOR THE FIRST CAUSE OF ACTION**


- 13 (1) Damages in the sum \$9,550.34;
14
15 (2) Costs of Suit and;
16
17 (3) Such other relief as the Court may deem just and proper.

18 **FOR THE SECOND CAUSE OF ACTION**

- 19 (1) Damages in the sum \$9,550.34;
20
21 (2) Costs of Suit and;
22
23 (3) Such other relief as the Court may deem just and proper.

24 NELSON & KENNARD

25 Dated: April 29, 2022

26 By: 
27 John Gordon
28 Attorney for Plaintiff

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VERIFICATION

I, John Gordon, declare:

1. I am an attorney at law duly admitted and licensed to practice before all courts of the State of California and I have my professional offices at 5011 Dudley Blvd., Bldg. 250, Bay G, McClellan, Sacramento County, California.

2. I am the attorney of record for Plaintiff in the above-entitled matter. Said Plaintiff is absent from the county in which I have my office and for that reason, I am making this verification on its behalf.

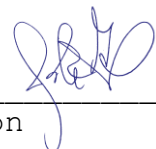
3. I have read the foregoing Complaint and know the content thereof. Venue lies properly with this court because Defendant either resides in this judicial district at the time this action is commenced, or the contract was in fact signed by the Defendant in this judicial district.

4. As to all other matters, I am informed and believe that the matters stated therein are true and, on that ground, I allege the matters stated therein are true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed at Fullerton, California.

Dated: April 29, 2022



John Gordon

EXHIBIT A

REGILINO UY

Member Since 2006 Account number ending in: 2552

Billing Period: 08/29/20-09/28/20

www.citicards.com

Customer Service 1-855-378-6467

TTY-hearing-impaired services only 1-866-210-0617

PO Box 790046 ST. LOUIS, MO 63179-0046

SEPTEMBER STATEMENT

Minimum payment due: **\$196.82**
 New balance as of 09/28/20: **\$8,511.82**
 Payment due date: **10/24/20**

See the last page of this statement for important information about how to avoid paying interest on purchases.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	19 years	\$17,888
\$296	3 years	\$10,656 (Savings=\$7,232)

For information about credit counseling services, call 1-877-337-8187.

Account Summary

Previous balance \$8,613.53
 Payments -\$213.53
 Credits -\$0.00
 Purchases +\$0.00
 Cash advances +\$0.00
 Fees +\$0.00
 Interest +\$111.82

New balance \$8,511.82

Credit Limit

Credit Limit \$9,080

Includes \$0.00 cash advance limit

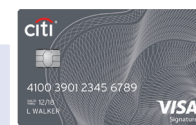
Available Credit Limit \$568

Costco Cash Rewards Summary

as of 09/28/20

\$40.94

» See page 3 for more information about your rewards



For Payments, send check to: Citi Cards, PO BOX 78019, Phoenix, AZ, 85062-8019

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
 Text 'App15' to MyCiti (692484)
 or go to your device's app store.
 Or visit www.citicards.com

Minimum payment due **\$196.82**
 New balance **\$8,511.82**
 Payment due date **10/24/20**

Amount enclosed:



Account number ending in 2552

Please make check payable to Citi Cards.

000000 NC 00 A 0

REGILINO UY
 617 N OXFORD AVE
 APT 307
 LOS ANGELES CA 90004-1760

Citi Cards
 PO BOX 78019
 Phoenix, AZ 85062-8019

REGILINO UY

CARDHOLDER SUMMARY

REGILINO UY	Card ending in 2552
New Charges	\$0.00
MALYN L JAKOALEM	Card ending in 6834
New Charges	\$0.00

ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
Payments, Credits and Adjustments			
09/25		ONLINE PAYMENT, THANK YOU	-\$213.53

REGILINO UY

No Activity

MALYN L JAKOALEM

No Activity

Fees Charged

TOTAL FEES FOR THIS PERIOD \$0.00

Interest Charged

09/28	INTEREST CHARGED TO STANDARD PURCH	\$111.82
TOTAL INTEREST FOR THIS PERIOD		\$111.82

2020 totals year-to-date

Total fees charged in 2020	\$109.00
Total interest charged in 2020	\$1,019.61

Interest charge calculation

Days in billing cycle: 31

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	15.24% (V)	\$8,640.12 (D)	\$111.82
ADVANCES			
Standard Adv	25.24% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

The COVID-19 waiver of your minimum payment due requirement has expired. Please be sure to pay the minimum payment due on this statement by the Payment Due Date listed above.

Remember, any charges above your credit limit MUST BE PAID IN FULL by your statement's payment due date.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 10/17/2020 to allow enough time for regular mail to reach us.

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Costco Cash Rewards Summary



Total Costco Cash Rewards Balance:
\$40.94

Costco Cash Rewards Summary

Costco Cash Rewards balance
as of last statement +\$40.94

Earned this period +\$0.00

Total Costco Cash Rewards Balance
Year To Date: **\$40.94**

Costco Cash Rewards
Earned This Period

4% on eligible gas worldwide, including
gas at Costco¹ +\$0.00

3% on restaurants +\$0.00

3% on eligible travel worldwide +\$0.00

2% on Costco and
Costco.com +\$0.00

1% on all other
purchases +\$0.00

Total Earned: **\$0.00**

» Visit citi.com/Costco
for more information

¹ Up to \$7,000 per year in purchases, then
1% cash back

EXHIBIT B

REGILINO UY

Member Since 2006 Account number ending in: 2552

Billing Period: 03/27/21-04/28/21

www.citicards.com

Customer Service 1-855-378-6467

TTY-hearing-impaired services only 1-866-210-0617

PO Box 790046 ST. LOUIS, MO 63179-0046

APRIL STATEMENT

Minimum payment due: \$9,550.34

New balance as of 04/28/21: \$9,550.34

Payment due date: 04/28/21

See the last page of this statement for important information about how to avoid paying interest on purchases.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40 and your APRs may be increased up to the Penalty APR of 29.99%.

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 the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 months	\$9,550

For information about credit counseling services, call 1-877-337-8188.

Account Summary

Previous balance	\$9,419.69
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$130.65

New balance \$9,550.34

Credit Limit

Credit Limit \$9,080

Includes \$0.00 cash advance limit

For Payments, send check to: Citi Cards, PO BOX 78019, Phoenix, AZ, 85062-8019

Pay your bill from virtually anywhere
with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due \$9,550.34
New balance \$9,550.34
Payment due date 04/28/21

Amount enclosed:



000000 NC 32 A 0

REGILINO UY
617 N OXFORD AVE
APT 307
LOS ANGELES CA 90004-1760

Citi Cards
PO BOX 78019
Phoenix, AZ 85062-8019

Account number ending in 2552

Please make check payable to Citi Cards.

REGILINO UY

CARDHOLDER SUMMARY

REGILINO UY	Card ending in 2552
New Charges	\$0.00
MALYN L JAKOALEM	Card ending in 6834
New Charges	\$0.00

ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
-----------	-----------	-------------	--------

REGILINO UY

No Activity

MALYN L JAKOALEM

No Activity

Fees Charged

TOTAL FEES FOR THIS PERIOD	\$0.00
----------------------------	--------

Interest Charged

04/28	INTEREST CHARGED TO STANDARD PURCH	\$130.65
TOTAL INTEREST FOR THIS PERIOD		\$130.65

2021 totals year-to-date

Total fees charged in 2021	\$120.00
Total interest charged in 2021	\$467.43

Interest charge calculation

Days in billing cycle: 33

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	15.24% (V)	\$9,482.89 (D)	\$130.65
ADVANCES			
Standard Adv	25.24% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

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.

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