

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

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File No.: 75599

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

NALLELY RODRIGUEZ,
and DOES 1 to 25.

Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$3,611.94

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, NALLELY RODRIGUEZ ("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./ BEST BUY credit account was issued to Defendant on or about January
8 29, 2012. 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 \$3,611.94. 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 January 16, 2020.

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 XXXXXXXXXXXXXXX1410.

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: NALLELY RODRIGUEZ, 43236 32ND ST E,
27 LANCASTER, CA, 93535-4924.
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./ BEST BUY and on the account a balance was stated to be due to CITIBANK, N.A./ BEST BUY,
20 from Defendant. Defendant expressly or impliedly agreed to pay CITIBANK, N.A./ BEST BUY, that
21 balance. Attached hereto as Exhibit B is a true and correct copy of a billing statement showing the
22 balance due 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 \$3,611.94.
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 \$3,611.94;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: March 04, 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
25
26
27
28

EXHIBIT A

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
BEST BUY CREDIT SERVICES
PO Box 790441, St. Louis, MO 63179



**My Best Buy®
Credit Card**

Customer Service:
bestbuy.accountonline.com
Account Inquiries:
1-888-574-1301

Account Number [REDACTED] **1410**

Summary of Account Activity

Previous Balance	\$3,020.96
Payments	-\$224.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$60.20
New Balance	\$2,857.16
Past Due Amount	\$0.00

Credit Limit	\$2,800.00
Available Credit	\$0.00
Amount Over Credit Limit	\$57.16
Statement Closing Date	02/12/2020
Next Statement Closing Date	03/13/2020
Days in Billing Cycle	29

Payment Information

New Balance	\$2,857.16
Minimum Payment Due	\$89.00
Payment Due Date	March 8, 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	14 years	\$7,694
\$116	3 years	\$4,185 (Savings=\$3,509)

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

You are over your credit limit by \$57.16.

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

TRANSACTIONS

Trans Date	Description	Reference #	Amount
01/16	ONLINE PAYMENT DEERFIELD IL	P919400D1EYB644G1	\$ 224.00

FEES

TOTAL FEES FOR THIS PERIOD	\$ 0.00
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INTEREST CHARGED

02/12	INTEREST CHARGE ON PURCHASES	\$ 60.20
TOTAL INTEREST FOR THIS PERIOD		\$ 60.20

HN 8

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. ↓



PO BOX 6204
SIOUX FALLS, SD 57117-6204

Your Account Number is [REDACTED] 1410

Payment Due Date	March 8, 2020
New Balance	\$2,857.16
Past Due Amount	\$0.00
Minimum Payment Due	\$89.00

Amount Enclosed: \$ [REDACTED]

Please print address changes on the reverse side.
Make Checks Payable to▼

Statement Enclosed

NALLELY RODRIGUEZ
43236 32ND ST E
LANCASTER, CA 93535-4924

BEST BUY CREDIT SERVICES
PO BOX 78009
PHOENIX, AZ 85062-8009

14101

If you have a balance subject to a deferred interest promotion or if your statement shows a Waived Interest Charge 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 reduced rate credit plan, 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. Deferred interest offers may also be called Same As Cash or No Interest.

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.

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.

Payment Other Than By Mail.

- **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.

- 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.

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Page 2 of 4

***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: 1410

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$39.00
Total Interest Charged in 2020	\$129.14

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									
		\$3,020.96	\$224.00		\$60.20	\$2,857.16			
TOTAL		\$3,020.96	\$224.00-	\$0.00	\$60.20	\$2,857.16	\$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% (M)(V)	\$2,833.71	\$60.20	
(V) = Variable Rate				

141002

EXHIBIT B

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
BEST BUY CREDIT SERVICES
PO Box 790441, St. Louis, MO 63179



My Best Buy®
Credit Card

Customer Service:
bestbuy.accountonline.com
Account Inquiries:
1-888-620-5879

Account Number: [REDACTED] 1410

Summary of Account Activity

Previous Balance	\$3,498.47
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$73.47
New Balance	\$3,611.94
Past Due Amount	\$927.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$811.94
Statement Closing Date	09/13/2020
Next Statement Closing Date	10/14/2020
Days in Billing Cycle	30

Payment Information

New Balance	\$3,611.94
Minimum Payment Due	\$1,077.00
Payment Due Date	October 8, 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 \$40.

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	\$7,631
\$144	3 years	\$5,186 (Savings=\$2,445)

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

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.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
09/08	LATE FEE		\$ 40.00
TOTAL FEES FOR THIS PERIOD			\$ 40.00
INTEREST CHARGED			
09/13	INTEREST CHARGE ON PURCHASES		\$ 73.47
TOTAL INTEREST FOR THIS PERIOD			\$ 73.47

8 HN 8

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. -----



PO BOX 6204
SIOUX FALLS, SD 57117-6204

Your Account Number is [REDACTED] 1410

Payment Due Date	October 8, 2020
New Balance	\$3,611.94
Past Due Amount†	\$927.00
Minimum Payment Due	\$1,077.00

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

NALLELY RODRIGUEZ
43236 32ND ST E
LANCASTER, CA 93535-4924

BEST BUY CREDIT SERVICES
PO BOX 78009
PHOENIX, AZ 85062-8009

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. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion or if your statement shows a Waived Interest Charge 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 reduced rate credit plan, 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. Deferred interest offers may also be called Same As Cash or No Interest.

In addition, certain 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 that 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.

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 6497, 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.

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/A/- HN - 9038-7001-0001 - C1 -/B/- 1036124579 - C -/C/- E - 0 - X - 89 -/D/- P - E - Y - 1 - N -/E/- 7 - - - N - - 0 - 0 -/F/- 01/15/20 - 01/01/12 - 104 - August 14, 2020
/G/- N - - - -/H/- 0 - - YEAQ - V -/I/- - - 0 - 0 - -/J/- - - - 2003S - - 0520

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.

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$316.00
Total Interest Charged in 2020	\$606.92

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	-	-	\$3,498.47	-	\$40.00	\$73.47	\$3,611.94	-	-
TOTAL		\$3,498.47	\$0.00	\$40.00	\$73.47	\$3,611.94	\$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	25.24% (M)(V)	\$3,541.78	\$73.47	
(V) = Variable Rate				

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