

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

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MICHAEL RAICHELSON, ESQ. CA# 174607/MAX ANIKSTEIN, ESQ. CA# 328228 / OSMUNDO J. ARGUELLO, ESQ. CA# 323154 / PRISCILLA Y. CHANG, ESQ. CA# 337810 ZWICKER & ASSOCIATES, P.C. A Law Firm Engaged in Debt Collection 700 NORTH BRAND BLVD., SUITE 500 GLENDALE, CA 91203 TELEPHONE NO.: (818)240-1026 FAX NO.: (818)240-1411 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 9425 PENFIELD AVENUE MAILING ADDRESS: 9425 PENFIELD AVENUE CITY AND ZIP CODE: CHATSWORTH, CA 91311 BRANCH NAME: CHATSWORTH COURTHOUSE		
PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES DEFENDANT: YOLANDA RAMIREZ and DOES 1-10, inclusive <input type="checkbox"/> DOES 1 TO _____		
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: 22CHLC05180

1. **Plaintiff*** (name or names): U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES

alleges causes of action against **defendant*** (name or names): YOLANDA RAMIREZ and DOES 1-10, inclusive

2. This pleading, including attachments and exhibits, consists of the following number of pages: 7

3. a. Each plaintiff named above is a competent adult

☒ **except** plaintiff (name): U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES

(1) ☐ a corporation qualified to do business in California

(2) ☐ an unincorporated entity (describe):

(3) ☒ other (specify): U.S. Bank National Association is a national banking association organized under the laws of the United States of America.

b. ☐ Plaintiff (name):

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. ☐ has complied with all licensing requirements as a licensed (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☐ **except** defendant (name):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

☐ **except** defendant (name):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

SHORT TITLE: U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES v. YOLANDA RAMIREZ and DOES 1-10, inclusive	CASE NUMBER:
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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☐ Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 1-10 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, **and**a. ☐ has complied with applicable claims statutes, *or*b. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☐ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☒ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☐ Breach of Contract☒ Common Counts☐ Other (specify):

9. Other allegations:

10. **Plaintiff prays** for such relief as is fair, just, and equitable; and fora. ☒ damages of: \$ 3,515.68b. ☐ interest on the damages(1) ☐ according to proof(2) ☐ at the rate of (specify):c. ☐ attorney's fees(1) ☐ of: \$(2) ☐ according to proof.d. ☐ Other (specify):11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 02/28/22

[] MICHAEL RAICHELSON, ESQ. #174607

[] MAX ANIKSTEIN, ESQ. #328228

☒ OSMUNDO J. ARGUELLO, ESQ. #323154

[] PRISCILLA Y. CHANG, ESQ. #337810

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES v. YOLANDA RAMIREZ and DOES 1-10, inclusive	CASE NUMBER:
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FIRST **CAUSE OF ACTION—Common Counts**
 (number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): U.S. BANK NATIONAL ASSOCIATION d/b/a ELAN FINANCIAL SERVICES

alleges that defendant (name): YOLANDA RAMIREZ, and DOES 1 through 10, inclusive,
 became indebted to ☒ plaintiff ☐ other (name):

- a. ☒ within the last four years
- (1) ☒ on an open book account for money due.
 - (2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. ☒ within the last ☐ two years ☒ four years
- (1) ☐ for money had and received by defendant for the use and benefit of plaintiff.
 - (2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - ☐ the sum of \$
 - ☐ the reasonable value.
 - (3) ☒ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - ☒ the sum of \$3,515.68
 - ☐ the reasonable value.
 - (4) ☐ for money lent by plaintiff to defendant at defendant's request.
 - (5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) ☒ other (specify): For credit extended on the account issued by Plaintiff to Defendant(s) for purchases and/or cash advances by Defendant(s) and/or persons with Defendant(s)' permission. The account is identified as credit account ending in 2701. The Defendant(s) was billed periodically throughout the credit relationship for the credit extended pursuant to the requirements of the Fair Credit Billing Act (15 USC Section 1666 et seq.) See an account record for account ending in 2701 attached as Exhibit "A". The Plaintiff has performed all conditions precedent to bringing this action or the same have been waived by the Defendant(s).

CC-2. \$, which is the reasonable value, is due and unpaid despite plaintiff's demand,
 plus prejudgment interest ☐ according to proof ☐ at the rate _____ percent per year
 from (date):

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute
☐ of \$
☐ according to proof.

CC-4. ☒ Other: \$3,515.68, which is the fixed and agreed amount due and unpaid despite Plaintiff's demand.

EXHIBIT A



**November 2021 Statement**

Open Date: 10/06/2021 Closing Date: 11/03/2021

Page 1 of 2

Visa® Platinum Card
YOLANDA RAMIREZ

Account: [REDACTED] 2701

Cardmember Service
BNK 10 ELN 8 1-866-486-1015
3**New Balance** \$3,515.68
Minimum Payment Due \$993.00
Payment Due Date 12/01/2021**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$40.00 Late Fee.**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	5 years	\$4,999
\$132	3 years	\$4,767 (Savings=\$232)

If you would like information about credit counseling services, call 866-951-1391.

Activity Summary

Previous Balance	+	\$3,458.02
Payments		\$0.00
Other Credits		\$0.00
Purchases		\$0.00
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged	+	\$57.66

New Balance	=	\$3,515.68
Past Due		\$895.00
Minimum Payment Due		\$993.00
Credit Line		\$6,000.00
Available Credit		None
Days in Billing Period		29

Payment Options:Mail payment coupon
with a checkPay online at
myaccountaccess.comPay by phone
1-866-486-1015*Please detach and send coupon with check payable to: Cardmember Service*

24-Hour Cardmember Service: 1-866-486-1015

 . to pay by phone
 . to change your addressYOLANDA RAMIREZ
11028 CAYUGA AVE
PACOIMA CA 91331-2746

Account Number	[REDACTED] 2701
Payment Due Date	12/01/2021
New Balance	\$3,515.68
Minimum Payment Due	\$993.00

Amount Enclosed \$ _____**Cardmember Service**P.O. Box 790408
St. Louis, MO 63179-0408

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, 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. 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: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. 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.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("**DPR**") by the Average Daily Balance ("**ADB**") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.
2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



November 2021 Statement 10/06/2021 - 11/03/2021

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YOLANDA RAMIREZ

Cardmember Service



1-866-486-1015

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

If you believe we have inaccurately reported information to any Consumer Reporting Agency, you may submit a dispute by writing to us. In order for us to assist you with your dispute, you must provide your name, address, phone number, account number, the specific information you are disputing, the explanation of why it is incorrect, and any supporting documentation (e.g., affidavit of identity theft), if applicable, to:

Elan Financial Services
Consumer Recovery Department
Attn: CBR Disputes
P.O. Box 108
St Louis, MO 63166-0108

Your account is seriously past due. We have very attractive settlement and reduced interest/payment programs. We urge you to call us at 1-877-838-4346.

Transactions

Interest Charged

Post Date	Transaction Description	Amount
11/03	INTEREST CHARGE ON PURCHASES	\$57.66
	TOTAL INTEREST THIS PERIOD	\$57.66

2021 Totals Year-to-Date

Total Fees Charged in 2021	\$229.00
Total Interest Charged in 2021	\$594.93

Interest Charge Calculation

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

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
PURCHASES	\$3,515.68	\$3,458.02	YES	\$57.66	20.99%	
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	20.99%	
**PURCHASES	\$0.00	\$0.00	YES	\$0.00	20.99%	
ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

End of Statement