

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

1 Brian N. Winn (State Bar No. 86779)
2 Jason M. Burrows (State Bar No. 309882)
3 Amit Taneja (State Bar No. 304559)
4 Ilse Mejia (State Bar No. 337937)
5 Winn Law Group, A Professional Corporation
6 Winn Law Group APC's California Debt Collection License application is submitted
and pending approval.
7 1561 East Orangethorpe Ave, Suite 100 Fullerton CA 92831
Telephone: (714) 446-6686, Fax No.: (714) 446-6680
File No: 19-12486-0-CD5-JPG-21166393 (1910-00)
8 Attorneys for Plaintiff

9 SUPERIOR COURT OF CALIFORNIA

10 LOS ANGELES COUNTY, NORTH VALLEY DISTRICT

11
12 CAVALRY SPV I, LLC, as assignee of
CITIBANK, N.A.,

13 Plaintiff,

14 vs.

15 DANIEL R HUGHES
16 AKA DANIEL HUGHES,
17 DOES 1 to 10, Inclusive,

18 Defendant(s),

19 Case No.

20 "Limited Liability Case"

21 COMPLAINT FOR ACCOUNT STATED;
MONEY LENT

22 DEMAND AMOUNT: \$6,600.93

23 Plaintiff, CAVALRY SPV I, LLC, as assignee of CITIBANK, N.A., complains of
24 Defendants, and each of them, singularly and collectively, that:

25 1. The true names and capacities of Defendants herein sued by the fictitious names as
DOES 1 to 10, Inclusive, are unknown to Plaintiff, who therefore sues those Defendants under,
pursuant to, and in accordance with the provisions of Section 474 of the Code of Civil Procedure.
Plaintiff will ask leave of court to amend this complaint as and when the true names and
capacities of Defendants named herein as DOES 1 to 10 have been ascertained.

26 2. At all times herein mentioned, Defendants, and each of them, were the agents, servants

1 and employees of each other and every remaining Defendant, and in doing the things alleged,
2 were acting in the course and scope of said authority of such agents, servants, and employees.
3

4 3. Plaintiff is now and was at all times herein mentioned a limited liability company,
5 authorized to do business in the State of California.
6

7 4. Plaintiff is a debt buyer as defined by Section 1788.50 of the CA Civil Code.
8

9 5. Section 1788.50 of the CA Civil Code is applicable to this action as the debt subject to
10 this lawsuit was purchased by Plaintiff after January 1, 2014.
11

12 6. Plaintiff is in compliance with Section 1788.52 of the CA Civil Code. Notably,
13 section 1788.52(a)(7) requires that Plaintiff include its debt collector license number in any
14 written attempts to collect a consumer debt. The legislation that created this requirement also
15 stated that licenses would not be issued prior to January 1, 2022, and that a debt collector that
16 submits an application prior to January 1, 2022, may operate pending the approval or denial of the
17 application. On or before December 31, 2021, Plaintiff submitted a debt collector license
18 application, which is currently under consideration and has not been denied or approved.
19 Attached hereto as Exhibit A is a true and correct copy of a monthly account statement that was
20 sent to the Defendant while the account was active, which demonstrates that the debt was incurred
21 by the Defendant.

22 7. The nature of the underlying debt is a credit agreement entered into between the charge-
23 off creditor and the Defendant. As part of the agreement, Defendant obtained credit to use for the
24 purchase of certain goods and services.

25 8. The name of the charge-off creditor is CITIBANK, N.A., and the address of the charge-
26 off creditor at the time of charge-off was PO BOX 78045 Phoenix, AZ 85062-8045 . The charge-
27 off account number is XXXXXXXXXXXXXXX6623.
28

9. The name and last known address of the Defendant as they appeared in the charged-off creditor's records prior to the sale of the debt was DANIEL R HUGHES, 18601 Hatteras St Apt 115 Tarzana, CA 91356-0000.

10. The name and address of all entities that purchased the debt after charge-off are:
CAVALRY SPV I, LLC, 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595.

11. Plaintiff is informed and believes and thereon alleges that Defendant DANIEL R HUGHES AKA DANIEL HUGHES is an individual who resides in the City of Tarzana, County of Los Angeles, State of California.

12. Before commencement of this action, in those cases where recovery of costs is dependent on such notices, Plaintiff informed the Defendant(s) in writing that it intended to file this action and that this action would result in a judgment against Defendant(s) that would include court costs and necessary disbursements allowed by C.C.P. § 1033(b)(2).

FIRST CAUSE OF ACTION

Account Stated

(Against All Defendants)

13. Plaintiff repeats and repleads and incorporates by reference the allegations made in Paragraphs 1 through 12 of this complaint.

14. The debt balance at charge-off was \$6,600.93, and upon information and belief there is \$0.00 in post charge-off fees and \$0.00 in post charge-off interest.

15. On October 17, 2018, defendants were indebted to the charge-off creditor, CITIBANK, N.A., in the charged-off sum of \$6,600.93 on an account stated in writing. This CITIBANK, N.A. account was for credit card purchases and/or cash advances and Defendant was

billed monthly and failed to dispute as required under the Federal Fair Billing Act applicable to such account (15 USC § 1666 et seq.).

16. The date of last payment made on the account was March 12, 2018.

17. Prior to filing this complaint, all right, title and interest in the account which is the subject of this lawsuit, Account Number XXXXXXXXXXXXXXX6623, was sold and assigned by CITIBANK, N.A., to CAVALRY SPV I, LLC. CAVALRY SPV I, LLC is the sole owner of the debt at issue.

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

19. Neither the whole nor any part of the above charged-off sum has been paid, although payment has been demanded, leaving a balance due, owing and unpaid to Plaintiff in the Principal amount of \$6,600.93, and costs of suit.

SECOND CAUSE OF ACTION

Money Lent

(Against All Defendants)

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

21. Within the last four years, Defendant became indebted to the charge-off creditor, CITIBANK, N.A., in the charged-off sum of \$6,600.93 for money lent to or paid out for the benefit of Defendant at his/her request, based on Defendant's use and benefit of his/her account.

22 The date of last payment made on the account was March 12, 2018.

23 Neither the whole nor any part of the above charged-off sum has been paid, although

1 payment has been demanded, leaving a balance due, owing and unpaid to Plaintiff in the Principal
2 amount of \$6,600.93, and costs of suit.

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

5
6
FOR THE FIRST CAUSE OF ACTION

- 7
8 (1) Principal of damages in the sum \$6,600.93;
9
10 (2) Costs of Suit and;
11
12 (3) Such other relief as the Court may deem just and proper.

13
FOR THE SECOND CAUSE OF ACTION

- 14 (1) Principal of damages in the sum \$6,600.93;
15
16 (2) Costs of Suit and;
17
18 (3) Such other relief as the Court may deem just and proper.

19
20
Winn Law Group, A P.C.

21 Dated: March 3, 2022



22 [] Brian N. Winn
23 [] Jason M. Burrows
24 [] Amit Taneja
[] Ilse Mejia

25 Attorney for Plaintiff

EXHIBIT "A"

Citi Simplicity® Card



DANIEL R HUGHES

Member Since 2017 Account number ending in: 6623
Billing Period: 02/20/18-03/19/18

www.citicards.com

Customer Service 1-866-696-5673

TTY-hearing-impaired services only 1-800-325-2865
BOX 6500 SIOUX FALLS, SD 57117

MARCH STATEMENT

Minimum payment due:	\$98.00
New balance as of 03/19/18:	\$6,551.67
Payment due date:	04/15/18

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	22 year(s)	\$13,496
\$203	3 year(s)	\$7,308 (Savings=\$6,188)

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

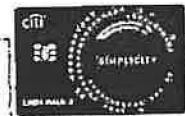
Account Summary

Previous balance	\$5,578.87
Payments	-\$83.00
Credits	-\$0.00
Purchases	+\$1,055.80
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$6,551.67

Credit Limit

Credit limit	\$6,600
Includes \$1,600 cash advance limit
Available credit	\$48
Includes \$48 available for cash advances

Savings Spotlight



Your Citi Simplicity Lifetime Savings:

\$503.38

See page 3 to view your Savings Summary.

Please print Address Changes on the reverse side

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	\$98.00
New balance	\$6,551.67
Payment due date	04/15/18

Amount enclosed:

Account number ending in 6623

DANIEL R HUGHES
18601 HATTERAS ST
APT 115
TARZANA CA 91356-1846

CITI CARDS
PO BOX 78045
Phoenix, AZ 85062-8045

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

03/12	ONLINE PAYMENT, THANK YOU	-\$83.00
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Standard Purchases

02/18	02/20	7-ELEVEN 26165	TARZANA	CA	\$24.51
02/19	02/20	7-ELEVEN 26165	TARZANA	CA	\$14.63
02/19	02/20	FOOD4LESS # 0348	RESEDA	CA	\$35.20
02/19	02/20	EXXONMOBIL 97646228	TARZANA	CA	\$49.91
02/20	02/20	7-ELEVEN 26165	TARZANA	CA	\$10.51
02/20	02/20	7-ELEVEN 26165	TARZANA	CA	\$16.07
02/21	02/21	7-ELEVEN 26165	TARZANA	CA	\$11.20
02/22	02/22	7-ELEVEN 26165	TARZANA	CA	\$11.90
02/22	02/22	7-ELEVEN 26165	TARZANA	CA	\$20.93
02/24	02/24	VIOC GN0059	RESEDA	CA	\$133.97
02/25	02/25	7-ELEVEN 13891	NORTHRIDGE	CA	\$27.18
02/26	02/26	7-ELEVEN 26165	TARZANA	CA	\$18.16
02/27	02/27	SPRINT *WIRELESS 800-639-6111	KS		\$351.27
02/27	02/27	7-ELEVEN 26165	TARZANA	CA	\$23.44
02/28	02/28	7-ELEVEN 26165	TARZANA	CA	\$10.51
02/28	02/28	EXXONMOBIL 97646228	TARZANA	CA	\$46.83
03/01	03/01	7-ELEVEN 26165	TARZANA	CA	\$24.52
03/01	03/01	VONS #2066	TARZANA	CA	\$17.97
03/02	03/02	7-ELEVEN 26165	TARZANA	CA	\$19.33
03/03	03/03	PACIFIC DISCOUNT MERCH	RESEDA	CA	\$14.99
03/06	03/06	7-ELEVEN 26165	TARZANA	CA	\$24.15
03/07	03/07	7-ELEVEN 26165	TARZANA	CA	\$13.06
03/07	03/07	EXXONMOBIL 97646228	TARZANA	CA	\$48.85
03/08	03/08	7-ELEVEN 26165	TARZANA	CA	\$27.18
03/10	03/10	7-ELEVEN 26165	TARZANA	CA	\$21.16
03/17	03/17	BOBS BIG BOY	BURBANK	CA	\$38.37

Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Total interest charged in this billing period	\$0.00
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2018 totals year-to-date

Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$0.00

Interest charge calculation

Days in billing cycle: 28

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	0.00%	\$6,335.18 (D)	\$0.00
(Introductory Rate Expires 03/14/19)			
ADVANCES			
Standard Adv	16.74% (V)	\$0.00 (D)	\$0.00

**Savings Spotlight****Your Citi Simplicity® Savings Summary**

From This Billing Period:

■ Interest:	\$81.35
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CITI SIMPLICITY LIFETIME SAVINGS:
\$503.38

See Account Messages
for more information about
Savings Spotlight

Citi Easy Deals™

To find out your current tier:
Visit citleasydeals.com or call the
number provided above.

Deals you can access, by tier:**Base Tier:**

- Minimum Annual Purchases: \$0.00
- Coupons for local dining and shopping

Enhanced Tier

- Minimum Annual Purchases: \$100
- Base tier benefit
- Plus deals on gift cards and magazines

Plus Tier

- Minimum Annual Purchases: \$500
- Base and Enhanced tier benefits
- Plus deals on merchandise, travel and daily deals

» For complete details, go to
citleasydeals.com

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

SAVINGS SPOTLIGHT DETAILS

INTEREST: If you have promotional balances on your account, we have estimated your savings. This savings is the difference between the interest that was assessed against the promotional balances using the promotional APRs and the estimated interest that would have been assessed against these same balances using the Enhanced Purchase APRs. This savings amount does not include any balance transfer fees. This savings is from your billing period covered by this statement.

NO LATE FEE: Savings on late fee is determined by reviewing your payments and calculating what your late fee would have been on your card without this benefit. If you paid late prior to May 2014, savings on late fee is determined by using a \$15 late fee (if your minimum payment due was less than \$15, we used that amount as the savings amount). This savings is from your billing period covered by this statement.

CITI EASY DEALS: If you made a purchase on Citi Easy Deals, your savings is the difference between the retail price and the price you paid. This savings is from the prior calendar month.

CITI PRICE REWIND: If you received a Citi Price Rewind refund, savings is the refunded amount. This savings is from the prior calendar month.

CITI SIMPLICITY LIFETIME SAVINGS: The savings from interest, no late fee, Citi Easy Deals and Citi Price Rewind since you became a Citi Simplicity cardmember. This savings amount does not include any balance transfer fees.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 04/08/2018 to allow enough time for regular mail to reach us.