

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

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6 PORTFOLIO RECOVERY ASSOCIATES, LLC
7 10680 Treena St., Suite 500
8 San Diego, CA, 92131
9 Tel: 866/428-8102
10 Fax: 757/518-0860
11 Attorneys for Plaintiff
12 File No.: 76389

9
10 SUPERIOR COURT OF CALIFORNIA
11
12 COUNTY OF LOS ANGELES

13 PORTFOLIO RECOVERY ASSOCIATES, LLC

14 Plaintiff,

15 v.

16 KYLA HEALEY,
and DOES 1 to 25.

17 Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAAYER AMOUNT: \$2,145.83

LIMITED CIVIL

18 Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, ("Plaintiff") alleges:

19 1. Plaintiff is a limited liability company.

20 2. This court is the proper court because Plaintiff is informed and believes that Defendant, KYLA

21 HEALEY ("Defendant"), is a resident of LOS ANGELES County, State of California.

22 3. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers,

23 employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or

24 omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and

25 scope of said authority of such agents, servants, and employees.

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

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

5 5. Plaintiff is a debt buyer.

6 6. A CAPITAL ONE BANK (USA), N.A. credit account was issued to Defendant on or about May
7 03, 2018. Defendant used, or authorized the use of, the credit account to make purchases and/or
8 transactions. Defendant received periodic billing statements for the credit account. Defendant
9 defaulted in making the required payments. Subsequently, Plaintiff was assigned and transferred all
10 rights, title and interest in the credit account. The account was assigned, transferred and sold to
11 Plaintiff by CAPITAL ONE BANK (USA), N.A..
12

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

15 8. The balance at charge-off was \$2,145.83. Plaintiff is not seeking to recover any post charge-off
16 fees or interest.

17 9. The date of last payment on the credit account was December 04, 2019.

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

19 CAPITAL ONE BANK (USA) NA 1680 CAPITAL ONE DRIVE MCLEAN VA 22102

20 At the time of charge-off, the charge-off creditor's account number associated with the debt ended
21 in XXXXXXXXXXXXXXX9769.
22

23 11. The name and last known address of the Defendant as they appeared in the charge-off
24 creditor's records prior to the sale of the debt: KYLA HEALEY, 5661 LEXINGTON AVE APT 208,
25 LOS ANGELES, CA, 90038-2234.
26

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

FIRST CAUSE OF ACTION:

ACCOUNT STATED

15 15. Plaintiff alleges and incorporates by reference the foregoing paragraphs.
16

17 16. Within the last four years, an account was stated in writing between Defendant and CAPITAL
18 ONE BANK (USA), N.A. and on the account a balance was stated to be due to CAPITAL ONE BANK
19 (USA), N.A., from Defendant. Defendant expressly or impliedly agreed to pay CAPITAL ONE BANK
20 (USA), N.A., that balance. Attached hereto as Exhibit B is a true and correct copy of a billing statement
21 showing the balance due and owing.
22

23 17. Before the commencement of this action, Plaintiff was assigned the credit account and
24 indebtedness. Plaintiff is now the owner and holder of the credit account.
25

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 \$2,145.83.
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 \$2,145.83;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.

10 DATED: March 02, 2022
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By: _____

- Lori Williams, Esq. Bar No. 242985
 Emily Pierce, Esq. Bar No. 240084
 Jordan Cook, Esq. Bar No. 179720
 Kristen Brinkerhoff, Esq. Bar No. 263579
 Michelle Mitchell, Esq. Bar No. 221841
Attorneys for Plaintiff
Portfolio Recovery Associates, LLC
www.PRApay.com

EXHIBIT A



Payment Information

Payment Due Date

Jan. 02, 2020

For online and phone payments,
the deadline is 8pm ET.

New Balance

\$22.32

Minimum Payment Due

\$22.32

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$38.00.**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...
Minimum Payment	1 Month(s)	\$23

If you would like information about credit counseling services, call 1-888-326-8055.

Account Summary

Previous Balance	\$1,004.71
Payments	- \$1,029.71
Other Credits	\$0.00
Transactions	+ \$7.11
Cash Advances	+ \$0.00
Fees Charged	+ \$25.00
Interest Charged	+ \$15.21
New Balance	= \$22.32

Credit Limit	\$1,000.00
Available Credit (as of Dec. 05, 2019)	\$977.68
Cash Advance Credit Limit	\$500.00
Available Credit for Cash Advances	\$500.00

300084



Stay on top of your credit score.

Monitor your credit score with CreditWise® built right into the Capital One® mobile app.

Text ONE to 80101 to download the app. Messaging & Data rates may apply.

Account Notifications

- (i) You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

Pay or manage your account on our mobile app or at www.capitalone.com.

Customer Service: 1-800-903-3637

See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Payment Due Date: Jan. 02, 2020

Account Ending in 9769

New Balance

\$22.32

Minimum Payment Due

\$22.32

Amount Enclosed

\$ _____

KYLA HEALEY
APT 209
4234 MONTCLAIR ST
LOS ANGELES, CA 90018-2264

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400035

Make a statement.
Go paperless.

Stop waiting for your bill to arrive in the mail and go paperless today.

Log in to your account to make the switch to paperless.

Capital One
P.O. Box 60599
City of Industry, CA 91716-0599

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How can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How Is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in The Wall Street Journal). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

Code next to your APR(s)	How do we calculate your APR(s)? Index + margin	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July, and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle.
F	1 month LIBOR + margin	

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

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:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, 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. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: 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, the following must be true:

- 1) 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; and
- 2) 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: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. 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.

ETC-08

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11/01/16

Changing Mailing Address?

You can change your address by signing into your account online or calling Customer Service.

 Pay online at www.capitalone.com

 Pay using our mobile app

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Transactions		
Visit www.capitalone.com to see detailed transactions.		
KYLA HEALEY #9769: Payments, Credits and Adjustments		
Date	Description	Amount
Dec 3	CAPITAL ONE MOBILE PYMTAuthDate 03-Dec	- \$1,004.71
Dec 4	CAPITAL ONE MOBILE PYMTAuthDate 04-Dec	- \$25.00
KYLA HEALEY #9769: Transactions		
Date	Description	Amount
Dec 5	Amazon PrimeAmzn.com/billWA	\$7.11
KYLA HEALEY #9769: Total		\$7.11
Total Transactions for This Period		\$7.11
Fees		
Date	Description	Amount
Dec 2	PAST DUE FEE	\$25.00
Total Fees for This Period		\$25.00
Interest Charged		
Interest Charge on Purchases		\$15.21
Interest Charge on Cash Advances		\$0.00
Interest Charge on Other Balances		\$0.00
Total Interest for This Period		\$15.21
Totals Year-to-Date		
Total Fees charged		\$25.00
Total Interest charged		\$101.38



300077

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	20.24% P	\$914.20	\$15.21
Cash Advances	27.24% P	\$0.00	\$0.00

P,L,D,F = Variable Rate. See reverse of page 1 for details.

EXHIBIT B



Payment Information

Payment Due Date PAST DUE	For online and phone payments, the deadline is 8pm ET.
New Balance \$2,145.83	Minimum Payment Due \$2,145.83

IMPORTANT ACCOUNT UPDATES:

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary

Previous Balance	\$2,112.06
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$33.77
New Balance	= \$2,145.83

Available Credit (as of Jun. 05, 2020) N/A

300079



Account Notifications

- (i) Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at www.capitalone.com.

Customer Service: 1-800-258-9319

See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

400030

Payment Due Date: **Past Due**

Account Ending in 9769

New Balance \$2,145.83	Minimum Payment Due \$2,145.83	Amount Enclosed \$ _____
----------------------------------	--	-----------------------------

KYLA HEALEY
APT 208
5661 LEXINGTON AVE
LOS ANGELES, CA 90038-2234

Capital One
P.O. Box 60599
City of Industry, CA 91716-0599

How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How Is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

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How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

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In your letter, 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. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

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You can change your address by signing into your account online or calling Customer Service.

 Pay online at www.capitalone.com

 Pay using our mobile app

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4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



Transactions		
Visit www.capitalone.com to see detailed transactions.		
KYLA HEALEY #9769: Payments, Credits and Adjustments		
Date	Description	Amount
KYLA HEALEY #9769: Transactions		
Date	Description	Amount
Fees		
Date	Description	Amount
Total Fees for This Period		\$0.00
Interest Charged		
Interest Charge on Purchases		\$32.51
Interest Charge on Cash Advances		\$1.26
Interest Charge on Other Balances		\$0.00
Total Interest for This Period		\$33.77
Totals Year-to-Date		
Total Fees charged		\$98.00
Total Interest charged		\$197.39



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	18.49% P	\$2,070.31	\$32.51
Cash Advances	25.49% P	\$58.03	\$1.26

P,L,D,F = Variable Rate. See reverse of page 1 for details.

Your account has charged off.

It is now being serviced by the Recoveries department.
Call 1-800-258-9319 if you have questions about this notice.