

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

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Attorneys for Plaintiff
File No.: 76620

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

RAFAEL PENSAMIENTO,
and DOES 1 to 25.

Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$4,489.94

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, RAFAEL PENSAMIENTO ("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 **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 CITIBANK, N.A./ THE HOME DEPOT credit account was issued to Defendant on or about
7 August 04, 2017. Defendant used, or authorized the use of, the credit account to make purchases
8 and/or 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 CITIBANK, N.A..

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

14 8. The balance at charge-off was \$4,489.94. Plaintiff is not seeking to recover any post charge-off
15 fees or interest.

16 9. The date of last payment on the credit account was June 14, 2019.

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

18 CITIBANK NA 5800 SOUTH CORPORATE PLACE SIOUX FALLS SD 57108

19 At the time of charge-off, the charge-off creditor's account number associated with the debt ended
20 in XXXXXXXXXXXXXXX2150.

21 11. The name and last known address of the Defendant as they appeared in the charge-off
22 creditor's records prior to the sale of the debt: RAFAEL PENSAMIENTO, 37607 13TH ST E,
23 PALMDALE, CA, 93550-6992.
24

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./ THE HOME DEPOT and on the account a balance was stated to be due to CITIBANK, N.A./
20 THE HOME DEPOT, from Defendant. Defendant expressly or impliedly agreed to pay CITIBANK,
21 N.A./ THE HOME DEPOT, that balance. Attached hereto as Exhibit B is a true and correct copy of a
22 billing statement showing the 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 \$4,489.94.
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 \$4,489.94;
8 2. Costs of suit; and
9 3. Any such other relief as the Court may deem just and proper.
10

11 DATED: March 02, 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:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232



Account Number: [REDACTED] 2150

Summary of Account Activity

Previous Balance	\$3,621.03
Payments	-\$118.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$83.57
New Balance	\$3,586.60
Past Due Amount	\$0.00

Credit Limit	\$3,500.00
Available Credit	\$0.00
Amount Over Credit Limit	\$86.60
Statement Closing Date	06/17/2019
Next Statement Closing Date	07/18/2019
Days in Billing Cycle	31

Payment Information

New Balance	\$3,586.60
Minimum Payment Due	\$120.00
Payment Due Date	July 14, 2019

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 \$35.

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	17 years	\$10,154
\$146	3 years	\$5,270 (Savings=\$4,884)

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

Your Minimum Payment Due is \$120.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$3,586.60 by 07/14/19. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You are over your credit limit by \$86.60.

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

Marketing offers included in this statement are intended for residents of the United States and its Territories.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
06/14	ONLINE PAYMENT DEERFIELD IL	P91940055EHW9QFPS	\$ 118.00-

FEES

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



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Personalized shirts and polo shirts are now available on THDGear.com. Use promo code **PERSONALIZE10** for 10% off your order. Offer valid through 9/3/19.



HD 11

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. -----



P.O. Box 790393
St. Louis, MO 63179

Statement Enclosed

Your Account Number is [REDACTED] 2150



WORKSHOPS

- Save money and time by doing projects yourself.
 - The Home Depot® offers free Do-It-Yourself, Do-It-HerselfSM, and Kids Workshops.
- Register at homedepot.com/workshops.

Payment Due Date	July 14, 2019
New Balance	\$3,586.60
Past Due Amount	\$0.00
Minimum Payment Due	\$120.00

Amount Enclosed: \$ [REDACTED]

Please print address changes on the reverse side.

Make Checks Payable to ▼

RAFAEL PENSAMIENTO
37607 13TH ST E
PALMDALE, CA 93550-6992

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

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 have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (the "excluded balance") is excluded from the amount you must pay in full to get a grace period. 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 so long as you pay the New Balance less any excluded balances in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other 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 either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods C, H and M, we use a daily balance method (including current transactions) to calculate interest charges. For Methods I and L, we use an average daily balance method (including current transactions) to calculate interest charges. For Method K, we use an average daily balance method (excluding current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at Customer Service 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 mailed 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 made payable to Home Depot Credit Services. 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 Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. 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.
- **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.

- **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.

KEY CREDIT TERMS

*Promotion Terms

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD APR19

HD - 9196-0400-0002 -// - 000 - 25A -// - 0 - 0 - 85 -// - P - E - Y - 0 - Y -// - 0 - - - - 0 - 410 -// - 01/19/19 - 08/01/17 - 22 - May 17, 2019
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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.

CREATE A RING OF SECURITY AROUND YOUR HOME



Ring Video Doorbell 2
(1002584379)

Ring Smart Lighting Spotlight Black
(1004295981)



ring

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Account: XXXXXXXXXX 2150

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
INTEREST CHARGED			
06/17	INTEREST CHARGE ON PURCHASES		\$ 83.57
	TOTAL INTEREST FOR THIS PERIOD		\$ 83.57

2019 Totals Year-to-Date	
Total Fees Charged in 2019	\$70.00
Total Interest Charged in 2019	\$501.79

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
	Revolving Balance								
-	-	\$3,621.03	\$118.00-	-	\$83.57	\$3,586.60	-	-	-
TOTAL		\$3,621.03	\$118.00-	\$0.00	\$83.57	\$3,586.60	\$0.00	\$0.00	

INTEREST CHARGE CALCULATION

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

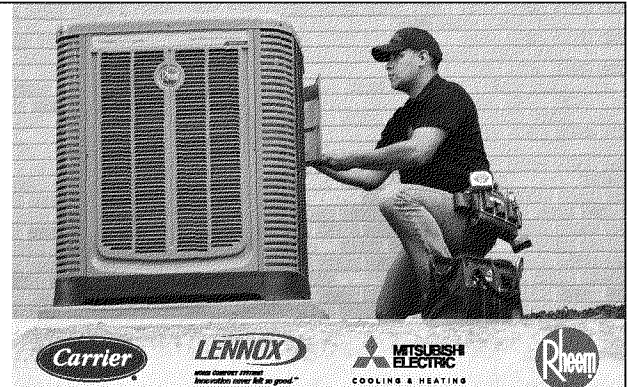
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Revolving Balance	26.99% (M)	\$3,646.23	\$83.57

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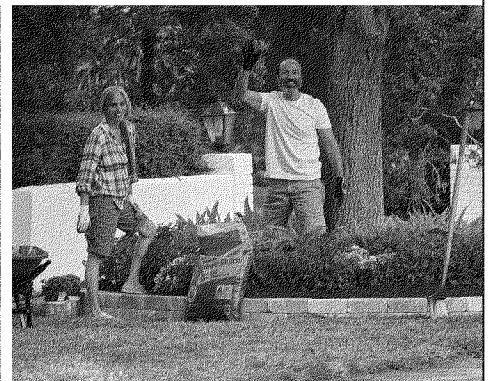
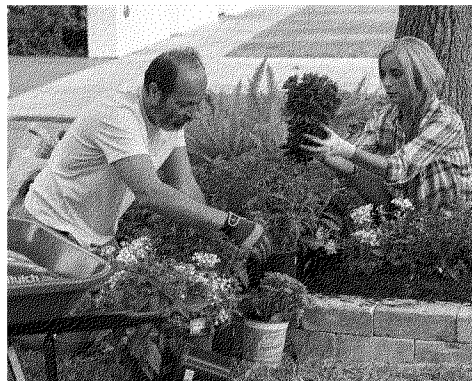
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shop for barn doors in store or
online today at [homedepot.com](https://www.homedepot.com).**



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319

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971

EXHIBIT B

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St. Louis, MO 63179



The Home Depot
Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-866-458-7683

Account Number: [REDACTED] 2150

Summary of Account Activity

Previous Balance	\$4,353.22
Payments	-\$0.00
Other Credits	-\$0.00
Purchases	+\$0.00
Fees Charged	+\$39.00
Interest Charged	+\$97.72
New Balance	\$4,489.94
Past Due Amount	\$1,131.00

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$989.94
Statement Closing Date	01/17/2020
Next Statement Closing Date	02/16/2020
Days in Billing Cycle	30

Payment Information

New Balance	\$4,489.94
Minimum Payment Due	\$1,313.00
Payment Due Date	February 14, 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	15 years	\$10,323
\$183	3 years	\$6,598 (Savings=\$3,725)

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

Your Minimum Payment Due is \$1,313.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$4,489.94 by 02/14/20. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

Please see the enclosed **privacy notice** for important information.

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.

8 HD 11

PLEASE SEE IMPORTANT INFORMATION ON PAGE 2.

Page 1 of 6

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. ↓



P.O. Box 790393
St. Louis, MO 63179

Your Account Number is [REDACTED] 2150

Payment Due Date	February 14, 2020
New Balance	\$4,489.94
Past Due Amount[†]	\$1,131.00
Minimum Payment Due	\$1,313.00

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

RAFAEL PENSAMIENTO
37607 13TH ST E
PALMDALE, CA 93550-6992

HOME DEPOT CREDIT SERVICES
PO BOX 78011
PHOENIX, AZ 85062-8011

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.

In addition, certain promotional offers may take away the grace period on purchases. Other 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 either is the case, the promotional offer will describe what happens.

Other Account and Payment Information.

When Your Payment Will Be Credited. If we receive your mailed 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.

- **Enclose** a valid check or money order made payable to Home Depot Credit Services. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot stores, with no service fee. 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.
- **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.

- **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

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.

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.

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 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.

- 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.

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.

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.

*Promotion Terms

With credit approval for qualifying purchases made on The Home Depot or EXPO Design Center Consumer Credit Card. APR: 17.99% - 26.99%. Minimum interest charge: \$2. See card agreement for details including APR applicable to you. Offer valid for consumer accounts in good standing; 6 months everyday credit offer is subject to change without notice; see store for details.

HD-9196-0400-0002-/-000-28A-/-E-0-X-85-/-P-E-Y-0-N-/-7- - -0-0-/-01/19/19-08/01/17-29-December 18, 2019
N- - -/-0- -HDFV-/- - -0-0- -/- - -1905S- -0719

*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.

Account: XXXXXXXXXX 2150

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
01/14	LATE FEE		\$ 39.00
	TOTAL FEES FOR THIS PERIOD		\$ 39.00

INTEREST CHARGED

01/17	INTEREST CHARGE ON PURCHASES		\$ 97.72
	TOTAL INTEREST FOR THIS PERIOD		\$ 97.72

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$39.00
Total Interest Charged in 2020	\$97.72

ACTIVITY AND PROMOTIONS DETAIL

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES									
	Revolving Balance								
-	-	\$4,353.22	-	\$39.00	\$97.72	\$4,489.94	-	-	-
TOTAL		\$4,353.22	\$0.00	\$39.00	\$97.72	\$4,489.94	\$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			
Revolving Balance	26.99% (M)	\$4,405.41	\$97.72

Account: [REDACTED] 2150

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FACTS

WHAT DOES CITIBANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and employment information • credit history and transaction history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citibank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Citibank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 1-877-491-0607 – our menu will prompt you through your choice(s). (TTY: 1-888-944-2227)</p> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us any time to limit our sharing.</p>
Questions?	Call 1-877-491-0607 or call the Customer Service number on the back of your credit card or on your billing statement. (TTY: 1-888-944-2227)

Who we are	
Who is providing this notice?	This notice is provided by the retail partner cards group of Citibank, N.A., the bank that issues your credit card.

What we do	
How does Citibank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures to comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Citibank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • provide employment information or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies such as Citigroup Global Markets Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include companies engaged in direct marketing and the selling of consumer products and services.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products and services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies and other financial companies.</i>

Other important information	
<p>For Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.</p> <p>For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.</p>	

We may share your personal information, as permitted by law, with the retailer whose name is on your card and with the companies related to the retailer. You cannot limit this sharing.

Citi acquires and uses services provided by third parties that collect and analyze customer data. This information may be used to service your accounts and for marketing purposes. For additional information about our privacy practices please go to www.citi.com/privacy.

Important Information about Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.