

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

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File No.: 76590

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

REBECCA TATLOW,
and DOES 1 to 25.

Defendant(s).

CASE NO.

COMPLAINT FOR:

(1) Account Stated

PRAYER AMOUNT: \$5,514.36

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, REBECCA TATLOW ("Defendant"), is a resident of LOS ANGELES County, State of California.
3. At all times herein mentioned, Defendants, and each of them, were the principals, agents, employers, employees, masters, or servants of each of their co-defendants and ratified, adopted or approved the acts or omissions alleged herein, and each defendant, in doing the things alleged, were acting in the course and scope of said authority of such agents, servants, and employees.

1 4. This suit concerns a credit account that was purchased by Plaintiff on or after January 1, 2014 and,
2 therefore, is subject to California Civil Code § 1788.50; *et seq.*

3
4 **COMPLIANCE WITH CIVIL CODE § 1788.50, *et seq.***

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

6 5. Plaintiff is a debt buyer.

7 6. A SYNCHRONY BANK credit account was issued to Defendant on or about October 11, 2019.
8 Defendant used, or authorized the use of, the credit account to make purchases and/or transactions.
9 Defendant received periodic billing statements for the credit account. Defendant defaulted in making
10 the required payments. Subsequently, Plaintiff was assigned and transferred all rights, title and interest
11 in the credit account. The account was assigned, transferred and sold to Plaintiff by SYNCHRONY
12 BANK.
13

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

16 8. The balance at charge-off was \$5,554.36. Plaintiff is not seeking to recover any post charge-off
17 fees or interest.
18

19 9. The date of last payment on the credit account was October 23, 2020.

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

21 SYNCHRONY BANK 170 E ELECTION RD DRAPER UT 84020
22

23 At the time of charge-off, the charge-off creditor's account number associated with the debt ended
24 in XXXXXXXXXXXXXXX1688.

25 11. The name and last known address of the Defendant as they appeared in the charge-off
26 creditor's records prior to the sale of the debt: REBECCA TATLOW, 4266 HOLLY KNOLL DR,
27 LOS ANGELES, CA, 90027-3243.
28

1 12. The names and addresses of all persons or entities that purchased the debt after charge off,
2 include the Plaintiff debt buyer: Portfolio Recovery Associates, LLC, which maintains an address at
3 120 Corporate Blvd, Norfolk, VA 23502.
4

5 13. Plaintiff has complied with the requirements of Civil Code **Section 1788.52**. Notably, Section
6 1788.52(a)(7) requires that Plaintiff possess the California debt buyer license number when making any
7 written statements to a debtor in an attempt to collect a consumer debt. The legislation that created this
8 requirement also stated that the licensing provisions **shall become operative January 1, 2022**, and that
9 a debt collector that submits an application prior to January 1, 2022 may operate pending the approval
10 or denial of the application.
11

12 14. Attached hereto as Exhibit A is a true and correct copy of a document required by section
13 1788.58(b) of the California Civil Code.
14

15 **FIRST CAUSE OF ACTION:**

16 **ACCOUNT STATED**

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

18 16. Within the last four years, an account was stated in writing between Defendant and
19 SYNCHRONY BANK and on the account a balance was stated to be due to SYNCHRONY BANK,
20 from Defendant. Defendant expressly or impliedly agreed to pay SYNCHRONY BANK, that balance.
21 Attached hereto as Exhibit B is a true and correct copy of a billing statement showing the balance due
22 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 \$5,514.36.
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 \$5,514.36;
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

**Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061**

Transaction Summary

| Tran Date | Post Date | Reference Number | Description | Amount | | | | | | | | |
|---|------------|-------------------|---|-------------------|--------------------------|--|----------------------------|----------|--------------------------------|------------|-----------------------------|--------|
| 10/20/2020 | 10/20/2020 | F839500MT000Z1001 | ADJUSTMENT-PAYMENTS | \$114.00 | | | | | | | | |
| 10/20/2020 | 10/20/2020 | 8534812MN00ZZRXZD | PAYMENT - THANK YOU | (\$114.00) | | | | | | | | |
| 10/23/2020 | 10/23/2020 | 8534812MV3ARVMYW | PAYMENT - THANK YOU | (\$115.00) | | | | | | | | |
| 10/23/2020 | 10/25/2020 | 8534812MVLGGH3J12 | MOHAWK ALLEY ANIMAL HOS LOS ANGELES CA | \$230.00 | | | | | | | | |
| | | | DEFERRED INTEREST/NO INTEREST IF PAID IN FULL | | | | | | | | | |
| | | | FEES | | | | | | | | | |
| 10/20/2020 | 10/20/2020 | | LATE FEE | \$39.00 | | | | | | | | |
| | | | TOTAL FEES FOR THIS PERIOD | \$39.00 | | | | | | | | |
| | | | INTEREST CHARGED | | | | | | | | | |
| 10/28/2020 | 10/28/2020 | | INTEREST CHARGE ON PURCHASES | \$1,077.12 | | | | | | | | |
| | | | TOTAL INTEREST FOR THIS PERIOD | \$1,077.12 | | | | | | | | |
| <table><tr><th colspan="2">2020 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2020</td><td>\$197.00</td></tr><tr><td>Total Interest Charged in 2020</td><td>\$1,115.48</td></tr><tr><td>Total Interest Paid in 2020</td><td>\$2.00</td></tr></table> | | | | | 2020 Totals Year-to-Date | | Total Fees Charged in 2020 | \$197.00 | Total Interest Charged in 2020 | \$1,115.48 | Total Interest Paid in 2020 | \$2.00 |
| 2020 Totals Year-to-Date | | | | | | | | | | | | |
| Total Fees Charged in 2020 | \$197.00 | | | | | | | | | | | |
| Total Interest Charged in 2020 | \$1,115.48 | | | | | | | | | | | |
| Total Interest Paid in 2020 | \$2.00 | | | | | | | | | | | |

Interest Charge Calculation

| Type of Balance | Expiration Date | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
|---|-----------------|------------------------------|----------------------------------|-----------------|
| Purchases | NA | 26.99% | \$371.97 | \$8.53 |
| Deferred Interest/No Interest If Paid In Full | EXPIRED | 26.99% | \$1,215.62 | \$334.45 |
| Deferred Interest/No Interest If Paid In Full | EXPIRED | 26.99% | \$2,962.50 | \$734.14 |
| Deferred Interest/No Interest If Paid In Full | 04/27/2021 | 26.99% | \$29.71 | \$0.00 |

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for **future** purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your **Purchase Annual Percentage Rate ("APR") is 26.99%**. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest if Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the **Purchase APR** stated above. Minimum or fixed monthly payments are required. This promotion may be offered for periods of **6, 12, 18, or 24 months**.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

As a reminder, we charge interest on your purchases from the date you make the purchase until you pay the purchase in full. We will not charge you interest during a billing cycle on any non-promotional purchases if: 1) you had no balance at the start of the billing cycle; or 2) you had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. We always charge interest on promotional purchases and their related fees from the date you make the purchase.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

EXHIBIT B

| Summary of Account Activity | | Payment Information | |
|--|-------------------|--|-------------------|
| Previous Balance | \$5,355.29 | New Balance | \$5,514.36 |
| + New Purchases | \$0.00 | Minimum Payment This Period | \$215.00 |
| - Payments | \$0.00 | Amount Past Due | \$1,099.00 |
| +/- Credits, Fees & Adjustments (net) | \$40.00 | Total Minimum Payment Due | \$1,314.00 |
| +/- Interest Charge (net) | \$119.07 | Payment Due Date | 04/20/2021 |
| New Balance | \$5,514.36 | Promotion(s) expiring shortly - see promotional boxes below for details | |
| Credit Limit | \$3,700.00 | PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. | |
| Available Credit | \$0.00 | We may convert your payment into an electronic debit. See reverse side. | |
| Overlimit Amount | \$1,814.36 | Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00. | |
| Days in Billing Period | 31 | Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example: | |
| Pay online for free at: mysynchrony.com | | If you make no additional charges using this card and each month you pay ... | |
| For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864). | | You will pay off the balance shown on this statement in about ... | |
| Best times to call are Wednesday - Friday. | | And you will end up paying an estimated total of ... | |
| | | Only the minimum payment | \$13,696.00 |
| | | If you would like information about credit counseling services, call 1-877-302-8797. | |

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/27/21.

Promotional Purchase Summary

| Promotional Expiration Date | Promotional Balance | Deferred Interest Charge | Tran Date | Description | Initial Purchase Amount |
|-----------------------------|---------------------|--------------------------|------------|---|-------------------------|
| 04/27/2021 | \$230.00 | \$27.94 | 10/23/2020 | Deferred Interest/No Interest If Paid In Full | \$230.00 |

A summary of your promotional purchase is provided above.

If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date. On a Fixed Payment (Extended Payment Plan) promotional purchase, the Interest Charge is billed monthly and included as part of the Minimum Payment due.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary

| Tran Date | Post Date | Reference Number | Description | Amount |
|------------|------------|------------------|-----------------------------------|----------------|
| 03/20/2021 | 03/20/2021 | | FEES | |
| | | | LATE FEE | \$40.00 |
| | | | TOTAL FEES FOR THIS PERIOD | \$40.00 |

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302

DFH

1 7 25 210328

EX PAGE 1 of 3

9072 3600 C6K2 01DG5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

| Total Minimum Payment Due | | Past Due Amount | | Payment Due Date | | Urgent! | | New Balance | |
|---------------------------|--|-----------------|--|------------------|--|---|--|-------------|--|
| \$1,314.00 | | \$1,099.00 | | 04/20/2021 | | Promotion(s) expiring shortly-see above | | \$5,514.36 | |

Payment Enclosed : \$

☐ **New address or e-mail?**
Check the box at left and print changes on back

Payment due includes \$ 1,099.00 past due. Please pay the past due amount PROMPTLY.

NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.

REBECCA TATLOW
416 E CYPRESS ST
GLENDALE CA 91205-3319

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Transaction Summary (Continued)

| Tran Date | Post Date | Reference Number | Description | Amount | | | | | | | | |
|---|------------|------------------|---------------------------------------|-----------------|--------------------------|--|----------------------------|----------|--------------------------------|----------|-----------------------------|--------|
| 03/28/2021 | 03/28/2021 | | INTEREST CHARGED | | | | | | | | | |
| | | | INTEREST CHARGE ON PURCHASES | \$119.07 | | | | | | | | |
| | | | TOTAL INTEREST FOR THIS PERIOD | \$119.07 | | | | | | | | |
| <table><tr><th colspan="2">2021 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2021</td><td>\$120.00</td></tr><tr><td>Total Interest Charged in 2021</td><td>\$335.61</td></tr><tr><td>Total Interest Paid in 2021</td><td>\$0.00</td></tr></table> | | | | | 2021 Totals Year-to-Date | | Total Fees Charged in 2021 | \$120.00 | Total Interest Charged in 2021 | \$335.61 | Total Interest Paid in 2021 | \$0.00 |
| 2021 Totals Year-to-Date | | | | | | | | | | | | |
| Total Fees Charged in 2021 | \$120.00 | | | | | | | | | | | |
| Total Interest Charged in 2021 | \$335.61 | | | | | | | | | | | |
| Total Interest Paid in 2021 | \$0.00 | | | | | | | | | | | |

Interest Charge Calculation

| Type of Balance | Expiration Date | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
|---|-------------------|------------------------------|----------------------------------|-----------------|
| Purchases | NA | 26.99% | \$5,194.14 | \$119.07 |
| Deferred Interest/No Interest If Paid In Full | 04/27/2021 | 26.99% | \$254.89 | \$0.00 |

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

