

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

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File No.: 74387

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

v.

IGNACIO CRUZ,  
and DOES 1 to 25.

Defendant(s).

CASE NO. **22CHLC05168**

**COMPLAINT FOR:**

**(1) Account Stated**

PRAYER AMOUNT: \$4,028.71

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, IGNACIO CRUZ ("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 August 08, 2017.  
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 \$4,068.71. 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 September 19, 2019.

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 XXXXXXXXXXXXXXX9909.

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: IGNACIO CRUZ, 8750 KESTER AVE UNIT 67,  
27 PANORAMA CITY, CA, 91402-2157.  
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  
4 20. The current balance presently due and owing is \$4,028.71.

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 \$4,028.71;  
8 2. Costs of suit; and  
9 3. Any such other relief as the Court may deem just and proper.  
10

11 DATED: March 04, 2022  
12  
13  
14

15 By: 

- 16 ☒ Kristen Brinkerhoff, Esq. Bar No. 263579  
17 ☐ Emily Pierce, Esq. Bar No. 240084  
18 ☐ Jordan Cook, Esq. Bar No. 179720  
19 ☐ Lori Williams, Esq. Bar No. 242985  
20 ☐ Michelle Mitchell, Esq. Bar No. 221841  
21 Attorneys for Plaintiff  
22 **Portfolio Recovery Associates, LLC**  
23 [www.PRApay.com](http://www.PRApay.com)  
24  
25  
26  
27  
28

# EXHIBIT A

| Transaction Summary |            |                   |                                |            |
|---------------------|------------|-------------------|--------------------------------|------------|
| Tran Date           | Post Date  | Reference Number  | Description                    | Amount     |
| 09/19/2019          | 09/19/2019 | 85348128601V2EQRF | PAYMENT - THANK YOU            | (\$400.00) |
|                     |            |                   | FEEs                           |            |
|                     |            |                   | TOTAL FEES FOR THIS PERIOD     | \$0.00     |
|                     |            |                   | INTEREST CHARGED               |            |
| 10/04/2019          | 10/04/2019 |                   | INTEREST CHARGE ON PURCHASES   | \$75.65    |
|                     |            |                   | TOTAL INTEREST FOR THIS PERIOD | \$75.65    |
|                     |            |                   | 2019 Totals Year-to-Date       |            |
|                     |            |                   | Total Fees Charged in 2019     | \$311.00   |
|                     |            |                   | Total Interest Charged in 2019 | \$2,016.62 |
|                     |            |                   | Total Interest Paid in 2019    | \$757.13   |

| Interest Charge Calculation |                 |                              |                                  |                 |
|-----------------------------|-----------------|------------------------------|----------------------------------|-----------------|
| Type of Balance             | Expiration Date | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
| Purchases                   | NA              | 26.99%                       | \$3,410.13                       | \$75.65         |

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.

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

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Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.

| Total Minimum Payment Due | Payment Due Date | New Balance | Account Number |
|---------------------------|------------------|-------------|----------------|
| \$109.00                  | 10/27/2019       | \$3,302.07  | 9909           |

[illegible]

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

IGNACIO CRUZ  
8750 KESTER ST AVE  
67  
PANORAMA CA 91402

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

# EXHIBIT B

| Interest Charge Calculation |                 |                              |                                  |                 |
|-----------------------------|-----------------|------------------------------|----------------------------------|-----------------|
| Type of Balance             | Expiration Date | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
| Purchases                   | NA              | 26.99%                       | \$3,953.78                       | \$87.72         |

Pay online at [mysynchrony.com](http://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 | New Balance | Account Number |
|---------------------------|-----------------|------------------|-------------|----------------|
| \$1,061.00                | \$893.00        | 04/27/2020       | \$4,028.71  | 9909           |

|                           |    |  |  |  |  |   |  |  |
|---------------------------|----|--|--|--|--|---|--|--|
| <b>Payment Enclosed :</b> | \$ |  |  |  |  | - |  |  |
|---------------------------|----|--|--|--|--|---|--|--|

Payment due includes \$ 893.00 past due. Please pay the past due amount PROMPTLY.

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



### Cardholder News & Information

We are here to support you and are working hard to ensure our CareCredit team members can continue to provide you with uninterrupted, dependable service. As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our cardholders.

We are also aware that some of our cardholders may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help. We encourage you to use our online and mobile servicing tools. To register or log in to your account, visit the [www.CareCredit.com](http://www.CareCredit.com) page or go to [www.CareCredit.com/app](http://www.CareCredit.com/app) to download the mobile app.

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.

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

