

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

**PLD-C-001**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MICHAEL RAICHELSON, ESQ. CA# 174607/MAX ANIKSTEIN, ESQ. CA# 328228 / OSMUNDO J. ARGUELLO, ESQ. CA# 323154 / PRISCILLA Y. CHANG, ESQ. CA# 337810 ZWICKER & ASSOCIATES, P.C. A Law Firm Engaged in Debt Collection 700 NORTH BRAND BLVD., SUITE 500 GLENDALE, CA 91203 TELEPHONE NO.: (818)240-1026 FAX NO.: (818)240-1411 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): DISCOVER BANK		FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 9425 PENFIELD AVENUE MAILING ADDRESS: 9425 PENFIELD AVENUE CITY AND ZIP CODE: CHATSWORTH, CA 91311 BRANCH NAME: CHATSWORTH COURTHOUSE		
PLAINTIFF: DISCOVER BANK  DEFENDANT: DONNELL WILLIS and DOES 1-10, inclusive  <input type="checkbox"/> DOES 1 TO _____		
<div style="text-align: center;"><b>CONTRACT</b></div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number):  <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):		
<b>Jurisdiction (check all that apply):</b> <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER:  <div style="font-size: 2em;">22CHLC05177</div>

1. **Plaintiff\*** (*name or names*): DISCOVER BANK

alleges causes of action against **defendant\*** (name or names): DONNELL WILLIS and DOES 1-10, inclusive

2. This pleading, including attachments and exhibits, consists of the following number of pages: 8

3. a. Each plaintiff named above is a competent adult

☒ **except** plaintiff (*name*): DISCOVER BANK

(1) ☐ a corporation qualified to do business in California

(2) ☐ an unincorporated entity (*describe*):

(3) ☒ other (specify): Plaintiff is a FDIC-insured Delaware State Bank.

b. ☐ Plaintiff (*name*):

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (*specify*):

b. ☐ has complied with all licensing requirements as a licensed (*specify*):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☐ **except** defendant (*name*):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (*describe*):

(4) ☐ a public entity (*describe*):

(5) ☐ other (specify):

☐ **except** defendant (*name*):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (*describe*):

(4) ☐ a public entity (*describe*):

(5) ☐ other (*specify*):

SHORT TITLE: DISCOVER BANK v. DONNELL WILLIS and DOES 1-10, inclusive	CASE NUMBER:
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## 4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) ☐ Doe defendants (*specify Doe numbers*): \_\_\_\_\_ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (*specify Doe numbers*): 1-10 are persons whose capacities are unknown to plaintiff.

c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (*names*):5. ☐ Plaintiff is required to comply with a claims statute, **and**

- a. ☐ has complied with applicable claims statutes, *or*
- b. ☐ is excused from complying because (*specify*):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

## 7. This court is the proper court because

- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☒ a defendant lives here now.
- d. ☐ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (*specify*):

8. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):

- ☐ Breach of Contract
- ☒ Common Counts
- ☐ Other (*specify*):

9. ☒ Other allegations: Before commencement of this action Plaintiff informed the defendant(s) in writing 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 CCP Section 1033(b)(2)10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. ☒ damages of: \$ 3,578.43
- b. ☐ interest on the damages
- (1) ☐ according to proof
- (2) ☐ at the rate of (*specify*):
- c. ☐ attorney's fees
- (1) ☐ of: \$
- (2) ☐ according to proof.
- d. ☒ Other (*specify*): Post-Judgment interest.

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (*specify paragraph numbers*):

Date: 02/28/22

[ ] MICHAEL RAICHELSON, ESQ. #174607

[ ] MAX ANIKSTEIN, ESQ. #328228

☒ OSMUNDO J. ARGUELLO, ESQ. #323154

[ ] PRISCILLA Y. CHANG, ESQ. #337810

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: DISCOVER BANK v. DONNELL WILLIS and DOES 1-10, inclusive	CASE NUMBER:
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**FIRST** \_\_\_\_\_ **CAUSE OF ACTION—Common Counts**  
 (number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): DISCOVER BANK

alleges that defendant (name): DONNELL WILLIS, and DOES 1 through 10, inclusive,  
 became indebted to ☒ plaintiff ☐ other (name):

- a. ☒ within the last four years
- (1) ☒ on an open book account for money due.
  - (2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. ☒ within the last ☐ two years ☒ four years
- (1) ☐ for money had and received by defendant for the use and benefit of plaintiff.
  - (2) ☐ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
    - ☐ the sum of \$
    - ☐ the reasonable value.
  - (3) ☒ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
    - ☒ the sum of \$3,578.43
    - ☐ the reasonable value.
  - (4) ☐ for money lent by plaintiff to defendant at defendant's request.
  - (5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
  - (6) ☒ other (specify): For credit extended on the account issued by Plaintiff to Defendant(s) for purchases and/or cash advances by Defendant(s) and/or persons with Defendant(s)' permission. The account is identified as credit account ending in 3873. The Defendant(s) was billed periodically throughout the credit relationship for the credit extended pursuant to the requirements of the Fair Credit Billing Act (15 USC Section 1666 et seq.) See an account record for account ending in 3873 attached as Exhibit "A". The Plaintiff has performed all conditions precedent to bringing this action or the same have been waived by the Defendant(s).

CC-2. \$, which is the reasonable value, is due and unpaid despite plaintiff's demand,  
 plus prejudgment interest ☐ according to proof ☐ at the rate \_\_\_\_\_ percent per year  
 from (date):

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute  
☐ of \$  
☐ according to proof.

CC-4. ☒ Other: \$3,578.43, which is the fixed and agreed amount due and unpaid despite Plaintiff's demand.

# EXHIBIT A

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DISCOVER IT® CARD ENDING IN 3873  
CARDMEMBER SINCE 2017

DISCOVER®

## Account Summary

04/03/2021 - 05/02/2021

Previous Balance	\$5,916.73
Payments and Credits	+\$0.00
Purchases	+\$0.00
Balance Transfers	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$122.70

**New Balance:** **\$6,079.43**

See Interest Charge Calculation section following the Fees and Interest Charged section for detailed APR information

Credit Line	\$6,000
Credit Line Available	\$0
Cash Advance Credit Line	\$3,000
Cash Advance Credit Line Available	\$0

FICO® Score 8 based on TransUnion® data:

**AS OF 04/26/21**  
Updated Monthly

See Key Factors that help explain your score at Discover.com or visit our mobile app

## Payment Information

New Balance	Minimum Payment*	Payment Due Date
<b>\$6,079.43</b>	<b>\$488.00</b>	<b>05/28/2021</b>

\* Includes past due amount of \$305.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take 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	23 years	\$23,273

If you would like information about credit counseling services, call us at 1-800-347-1121.

## Payment Coupon

Detach at perforation above and return with check payable to Discover. Do not fold, clip, staple or send cash.



DONNELL WILLIS  
6712 10TH AVE  
LOS ANGELES CA 90043-4714



Notice: See reverse side for important information

ACCOUNT NUMBER ENDING IN 3873

New Balance	<b>\$6,079.43</b>
Minimum Payment Due	<b>\$488.00</b>
Payment Due Date	<b>05/28/2021</b>

### Amount Enclosed

\$

For a faster, easier way to pay...



Discover.com 1-800-347-2683  
See reverse for payment cut off times.

PO BOX 29013  
PHOENIX AZ 85038-9013



New address, email or phone? Please update on reverse.



**Important Information**

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

**Lost or Stolen Cards.** Report immediately! Call 1-800-347-2683.

**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 Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. 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. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. **Payments made online or by phone before Midnight Eastern Time on any day except your Statement Closing Date will be credited as of the same day; on your Statement Closing Date, online and phone payments must be made before 5:00 PM Eastern Time to be credited as of that day.**

You can also make a Payment or set up automatic payments by calling 1-800-347-2683. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel or modify a payment from your bank account until 5:00 PM Eastern Time on the day such payment is scheduled by calling 1-800-347-2683 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421. Same day online or phone payments from bank account made after 5:00 PM Eastern Time may be modified before Midnight Eastern Time of that day. Payments from Cashback Bonus cannot be modified or cancelled after being made or scheduled.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set up automatic payments for: (i) statement New Balance, (ii) statement

Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

**Amount**

☐ Full Pay \_\_\_\_\_ ☐ Min Pay \_\_\_\_\_

☐ Min Pay+ \$ \_\_\_\_\_ ☐ Other Amount \$ \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank Account # \_\_\_\_\_

Monthly on the ☐ Payment Due Date, or ☐ \_\_\_\_\_ Day of the month (INSERT DATE)

**Credit Reporting.** 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. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 30939, Salt Lake City, UT 84130-0939. Please include your name, address, home telephone number and Account number.

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account. If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next billing cycle.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-2683.

**Balance Subject To Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

Send inquiries to Discover, PO Box 30943, Salt Lake City, UT 84130

The Discover® card is issued by Discover Bank, Member FDIC.

DIT23-27.0420

## Change of Address

**If correct on front, do not use.** To make changes to your address, email or telephone number, please print clearly in blue or black ink, in the space provided or visit [Discover.com](https://discover.com).

Street Address

Home Phone

Work Phone

City

Email

State, Zip



**ONLINE**  
Discover.com or  
download our app

**PHONE**  
1-800-347-2683  
TDD 1-800-347-7449

**PAYMENTS**  
Discover  
PO Box 6103  
Carol Stream  
IL 60197-6103

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**DISCOVER IT® CARD ENDING IN 3873**  
OPEN TO CLOSE DATE: 04/03/2021 - 05/02/2021

## Transactions

NO ACTIVITY FOR THIS BILLING PERIOD

## Cashback Bonus® Rewards

PREVIOUS BALANCE	\$0.00
EARNED THIS PERIOD	+\$0.00
REDEEMED THIS PERIOD	-\$0.00

**CASHBACK BONUS BALANCE** \$0.00

## Fees and Interest Charged

<b>FEES FOR THIS PERIOD</b>	<b>AMOUNT</b>
LATE FEE	\$40.00
<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$40.00</b>

<b>INTEREST CHARGED FOR THIS PERIOD</b>	<b>AMOUNT</b>
INTEREST CHARGE ON PURCHASES	\$0.55
INTEREST CHARGE ON CASH ADVANCES	\$122.15
INTEREST CHARGE ON BALANCE TRANSFERS	\$0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$122.70</b>

<b>2021 TOTALS YEAR-TO-DATE CHARGED</b>	<b>AMOUNT</b>
TOTAL FEES CHARGED IN 2021	\$69.00
TOTAL INTEREST CHARGED IN 2021	\$606.72

## Interest Charge Calculation

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

**CURRENT BILLING PERIOD:** 30 DAYS

TYPE OF BALANCE	APR*	PROMO APR EXPIRES**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	22.99% V	N/A	\$29.27	\$0.55
Cash Advances	24.99% V	N/A	\$5,946.56	\$122.15

**V = VARIABLE RATE**

\* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

\*\* This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.

\*\*\* For more information, please call us at 1-800-347-2683.

## Information For You

### FICO® Credit Score Terms

Your FICO® Credit Score, key factors, and other credit information use the FICO® Score 8 model. They are based on data from TransUnion® and may be different from other credit scores and other credit information provided by different bureaus. This information is intended for and only provided to Primary account holders who have an available score. Your score, key factors and other credit information are available on Discover.com and cardmembers are also provided a score on statements. Customers will see up to a year of recent scores online. Discover and other lenders may use different inputs, such as FICO® Credit Scores, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request.

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

### Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

