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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
04/03/2024
Clerk of the Court
BY: JAMES FORONDA
Deputy Clerk

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **IN AND FOR THE COUNTY OF SAN FRANCISCO - LIMITED**

8 LVNV Funding LLC,
Plaintiff,

9 vs.

10 Ray S Waldin, an individual;

11 and DOES 1 through 10 inclusive.
12 Defendant.

Case No.

COMPLAINT FOR: CGC-24-613620

1. ACCOUNT STATED
2. OPEN BOOK ACCOUNT

DEMAND: \$5,597.37

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14 Plaintiff alleges:

15 **FACTS COMMON TO ALL CAUSES OF ACTION**

16 1.Plaintiff is and at all times herein mentioned, LVNV Funding LLC, and successor in
17 interest to original creditor, Citibank, N.A..

18 2.Plaintiff is a debt buyer, and is the sole owner of the debt at issue. Plaintiff's California
19 Debt Collector License Number 10888-04.

20 3.The charge-off creditor at the time of charge-off is Citibank, N.A., 5800 South Corporate
21 Place Sioux Falls, SD 57108, and the account number associated with this debt is
22 XXXXXXXXXXXXX9147.

23 4.The subject credit account has been purchased by the following entities after charge-off:
24 Resurgent Acquisitions LLC P.O. Box 10466 Greenville, SC 29603. The subject credit account
25 was transferred by Resurgent Acquisitions LLC to Plaintiff LVNV Funding LLC, who maintains
26 an address at C/O Resurgent Capital Services LP P.O. Box 10466, Greenville, SC 29603.

27 5.Plaintiff is informed and believes that Defendant are individuals who currently reside
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1 within the jurisdictional boundaries of the above entitled Court. Therefore, this Court is the proper
2 Court for trial of this action.

3 6.The name and last known address of the debtor as they appeared in the charge-off
4 creditor's records prior to the sale of the debt is Ray S Waldin, 80 BRENTWOOD AVE , SAN
5 FRANCISCO, CA 94127-2237.

6 7.Plaintiff is unaware of the true names or capacities, whether individual, corporate,
7 associate or otherwise of the Defendant sued herein as DOES 1 through 10 inclusive, and therefore,
8 sued the Defendant by such fictitious names. Plaintiff will amend this Complaint to show their true
9 names and capacities once ascertained.

10 8.Plaintiff believes and at all times mentioned herein, each of the Defendant was, and is,
11 the agent, servant and employee, employer of each of the other Defendant, and also acted in the
12 capacity of and as agent of the other Defendant. Plaintiff also believes that the individual
13 Defendant, and each of them, are jointly and severally liable that the actions described herein
14 were taken as actions for the benefit of the Defendant's separate and/or community property.

15 9.Plaintiff believes that, for value received, Defendant and each of them, executed and
16 delivered a credit card application to the original creditor, Citibank, N.A. or made such application
17 over the telephone or Internet. Pursuant to the aforementioned application, Citibank, N.A. provided
18 Defendant with a credit account, and granted use privileges on the same, account number
19 XXXXXXXXXXXXX9147 (hereinafter "Account").

20 10.Prior to the commencement of this action, the Account was assigned for value to the
21 Plaintiff and Plaintiff is its current holder.

22 11.Defendant agreed to repay Citibank, N.A. and any successors in interest, for any charges
23 on the Account including, but not limited to, charges for purchase of goods and service and/or cash
24 advances and balance.

25 12.Defendant used the Account to make purchases and/or to take cash advances and/or to
26 make balance transfers. Each time the Defendant used the Account to purchase goods and services
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1 and/or take cash advances and/or make balance transfers, Defendant reaffirmed their agreement to
2 repay Citibank, N.A. and its successors in interest for the amount of the purchase and/or cash
3 advances and/or balance transfers.

4 13.Monthly statements were sent to Defendant which itemized all payments made and
5 charges due on the Account.

6 14.The date of last payment on the subject account was on April 21, 2020.

7 15.Within the last four years, the Defendant failed to make payments as agreed on the
8 Account. Defendant has failed, refused and neglected to pay amounts due on the Account.

9 16.The debt balance at charge-off was \$5,597.37, and upon information and belief there is
10 \$0.00 in post charge off fees and \$0.00 in post charge off interest.

11 17.Subsequent to charge-off, and after applying any and all applicable payments and
12 credits, the Defendant owes Plaintiff \$5,597.37.

13 18.Although demand has been made upon said Defendant to pay said amount, no part has
14 been paid, and it is now due and owing.

15 19.Upon information and belief, Citibank, N.A. and successors in interest including
16 Plaintiff have duly performed all promises, conditions and agreements herein.

17 20.Plaintiff has complied with California Civil Code Section 1788.52.

18 21.Plaintiff has attached hereto as Exhibit A and incorporated herein by reference a copy
19 of Billing Statement provided to the Defendant while the account was active, demonstrating that
20 the debt was incurred by the Defendant.

21 22.Plaintiff has attached hereto as Exhibit B and incorporated herein by reference a copy
22 of the Final Billing Statement and/or Transaction History.

23 23.Upon opening the Account with Citibank, N.A., the Defendant(s) agree to reimburse
24 Citibank, N.A., and hence Plaintiff as successor in interest for the costs related to the collection of
25 amounts owing on the Account. Plaintiff has been required to retain Mandarich Law Group, LLP
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1 to pursue collection of the amount due hereunder.
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3 **FIRST CAUSE OF ACTION**

4 **(Account Stated)**

5 24.Plaintiff refers to and incorporates paragraphs 1 through 23.
6

7 25.Within the past 4 years, an account was stated in writing in which it was agreed that
8 Defendant were indebted in the amount previously referenced herein. Although demand has been
9 made upon Defendant, said amount of \$5,597.37 has not been paid, and it is now due, owing and
10 unpaid from Defendant to Plaintiff, as successor in interest.
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12 **SECOND CAUSE OF ACTION**

13 **(Open Book Account)**

14 26.Plaintiff refers to and incorporates paragraphs 1 through 25.
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16 27.Within the past 4 years, Defendant and each of them became indebted in the amount of
17 the previously mentioned herein for a balance due on a book account for goods sold and delivered
18 and/or services rendered by Citibank, N.A.. Although demand has been made upon Defendant,
19 said amount of \$5,597.37 has not been paid, and it is now due, owing and unpaid including
20 attorney's fees from Defendant to Plaintiff as successor in interest.
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WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. For the damages and money in the sum of \$5,597.37,
2. For reasonable attorneys fees pursuant to statute;
3. For costs of suit incurred; and
4. For such other and further relief as the Court deems just and proper.
5. Plaintiff remits all damages in excess of the jurisdictional amount of this Court.

Dated: 03/24/2024

By: **MANDARICH LAW GROUP, LLP**



[X] Teona Pipia, Esq.
Attorneys for Plaintiff

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