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Superior Court of California,
County of San Francisco

04/05/2024
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

CGC-24-613688

8 Attorneys for Plaintiff
CAVALRY SPV I, LLC as assignee of Synchrony Bank
9

10 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO**
11 **LIMITED CIVIL CASE**

12 CAVALRY SPV I, LLC as assignee of
Synchrony Bank

13 Plaintiff,

14 vs.

15 BRIAN O'CEALLAIGH
16 and DOES 1 to 10, Inclusive,
17 Defendants.
18

CASE NO.

**COMPLAINT FOR ACCOUNT STATED;
MONEY LENT**

(DEMAND AMOUNT: \$1,853.08)

19 Plaintiff alleges and complains as follows:
20

21 **PRELIMINARY ALLEGATIONS**

22 Plaintiff, CAVALRY SPV I, LLC, as assignee of Synchrony Bank,
23 as issuer of the PayPal credit card account, complains of
24 Defendants, and each of them, singularly and collectively, that:

25 1. The true names and capacities of Defendants herein sued by
26 the fictitious names as DOES 1 to 10, Inclusive, are unknown to
27 Plaintiff, who therefore sues those Defendants under, pursuant to,
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1 and in accordance with the provisions of Section 474 of the Code of
2 Civil Procedure. Plaintiff will ask leave of court to amend this
3 complaint as and when the true names and capacities of Defendants
4 named herein as DOES 1 to 10 have been ascertained.

5 2. At all times herein mentioned, Defendants, and each of
6 them, were the agents, servants and employees of each other and
7 every remaining Defendant, and in doing the things alleged, were
8 acting in the course and scope of said authority of such agents,
9 servants, and employees.

10 3. Plaintiff is now and was at all times herein mentioned a
11 limited liability company, authorized to do business in the State of
12 California.

13 4. Plaintiff is a debt buyer as defined by Section 1788.50 of
14 the CA Civil Code. Plaintiff and Plaintiff's counsel's application
15 for license pursuant to Financial Code Section 100000 et. seq. are
16 pending issuance with the Nationwide Multistate Licensing and
17 Registry and/or the California Department of Financial Protection
18 and Innovation.

19 5. Section 1788.50 of the CA Civil Code is applicable to this
20 action as the debt subject to this lawsuit was purchased by
21 Plaintiff after January 1, 2014. Plaintiff is the sole owner of the
22 debt at issue.

23 6. Plaintiff is in compliance with Section 1788.52 of the CA
24 Civil Code. Attached hereto as Exhibit A is a true and correct copy
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1 of a monthly account statement that was sent to the Defendant while
2 the account was active, which demonstrates that the debt was
3 incurred by the Defendant.

4 7. The nature of the underlying debt is a credit agreement
5 entered into between the charge-off creditor and the Defendant. The
6 Defendant obtained credit to use for the purchase of certain goods
7 and services and used the account for that purpose.

8 8. The name of the charge-off creditor is Synchrony Bank, as
9 issuer of the PayPal card account. The address of the charge-off
10 creditor at the time of charge-off was PO BOX 960006 ORLANDO, FL
11 32896-0006. The last four digits of the charge-off account number
12 are XXXXXXXXXXXX3402.

13 9. The name and last known address of the Defendant as they
14 appeared in the charged-off creditor's records prior to the sale of
15 the debt was BRIAN O'CEALLAIGH, 1363 GROVE ST SAN FRANCISCO, CA
16 94117-1419.

17 10. The name and address of all entities that purchased the
18 debt after charge-off is/are: CAVALRY SPV I, LLC, 1 AMERICAN LANE,
19 SUITE 220, GREENWICH, CONNECTICUT 06831.

20 11. Plaintiff is informed and believes and thereon alleges
21 that Defendant BRIAN O'CEALLAIGH is an individual who resides in the
22 City of San Francisco, County of San Francisco, State of California.

23 12. Before commencement of this action, in those cases where
24 recovery of costs is dependent on such notices, Plaintiff informed
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1 the Defendant(s) in writing that it intended to file this action and
2 that this action may result in a judgment against Defendant(s) that
3 might include court costs and necessary disbursements allowed by
4 C.C.P. § 1033(b) (2).

5
6 **FIRST CAUSE OF ACTION**
7 **(Account Stated)**

8 13. Plaintiff repeats and repleads and incorporates by
9 reference the allegations made in Paragraphs I through 12 of this
10 complaint.

11 14. The balance due at charge off was \$2,357.00. After
12 deduction for all post charge off offsets and credits, if any, there
13 is now due, owing and unpaid from Defendant to Plaintiff the current
14 balance of \$1,853.08, and upon information and belief there is \$0.00
15 in post charge-off fees and \$0.00 in post charge-off interest.

16 15. Defendants were indebted to the charge-off creditor,
17 Synchrony Bank, as issuer of the PayPal card account, in the amount
18 of \$1,853.08 on an account stated in writing. Please see the
19 statement of account reflecting the indebtedness attached hereto as
20 **Exhibit B**. This Synchrony Bank credit card account was for credit
21 card purchases and/or cash advances. Defendant was billed monthly
22 and failed to dispute as required under the Federal Fair Billing Act
23 applicable to such account (15 U.S.C. § 1666 et seq.).

24
25 16. The date of last payment made on the account was July 30,
26 2020.
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1 17. Prior to filing this complaint, all right, title and
2 interest in the account which is the subject of this lawsuit,
3 Account Number XXXXXXXXXXXX3402, was sold and assigned by Synchrony
4 Bank as issuer of the PayPal credit card account, to CAVALRY SPV I,
5 LLC. CAVALRY SPV I, LLC is the sole owner of the debt at issue.

6
7 18. Plaintiff made demand on defendants for payment of that
8 sum, but no part of that sum has been paid to plaintiff, and the
9 entire amount is now due and unpaid.

10 19. Neither the whole nor any part of the above charged-off
11 sum has been paid, although payment has been demanded, leaving a
12 balance due, owing and unpaid to Plaintiff in the amount of
13 \$1,853.08 and together with costs of suit.

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15 **SECOND CAUSE OF ACTION**
16 **(Money Lent)**

17 20. Plaintiff repeats and repleads and incorporates by
18 reference the allegations made in Paragraphs 1 through 20 of this
19 complaint.

20 21. The balance due at charge off was \$2,357.00. After
21 deduction for all post charge off offsets and credits, if any, there
22 is now due, owing and unpaid from Defendant to Plaintiff the current
23 balance of 1,853.08.

24 22. Within the last four years, Defendant became indebted to
25 the charge-off creditor, Synchrony Bank, PayPal credit card account,
26 in the amount of \$1,853.08 for money lent to or paid out for the
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