

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONEIDAOur File No. RC26945
RECEIVED NYSCEF: 05/16/2023

LVNV FUNDING LLC

Plaintiff

Court Index No.

-against-

COMPLAINT

Alicia Townsend

Defendant (s)

*****5153

Plaintiff, by its attorneys, complaining of the defendant(s), respectfully alleges:

1. Plaintiff is a limited liability company. Plaintiff is licensed as a debt collector by the New York City Department of Consumer Affairs, license number 1326179.
2. That the defendant(s) resides in the county in which this action is brought.
3. Upon information and belief the causes of action asserted herein are not outside the applicable statute of limitations.

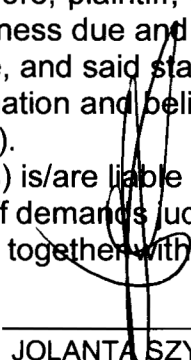
FOR A FIRST CAUSE OF ACTION

4. The defendant(s) heretofore entered into a credit card agreement with the Plaintiff, original creditor, Comenity Capital Bank, where the original account number ended in *****5153.
5. Under the terms of the agreement the defendant(s) were authorized to, and did make, charges, purchases and/or obtained cash advances and were obligated to repay the same together with applicable interest.
6. The defendant('s) last payment on the instant account was received on or about May 20, 2020 in the amount of \$100.00.
7. The account balance printed on the most recent monthly statement recording a purchase transaction, last payment or balance transfer was \$627.00.
8. Defendant(s) defaulted in making additional payments as they became due leaving a final balance due and owing as of December 31, 2020 in the amount of \$1,040.17, broken down as follows:
Total amount due at charge-off: \$1,040.17
Total interest since charge-off: \$.00
Total non-interest charges since charge-off: \$.00
Total payments/credits since charge-off: \$.00
9. Plaintiff is the purchaser of this account where the original account number ended in *****5153 and is authorized to proceed with this action. The date on which the balance herein became due was December 31, 2020 and the Chain of Title, with the date and amount of each sale or assignment of the account, is as follows:
Comenity Capital Bank January 14, 2021 \$1,040.17
WSFS, FSB, as Trustee for CVI AMR Investment Trust March 27, 2023 \$1,040.17
Resurgent Acquisitions LLC March 27, 2023 \$1,040.17
LVNV Funding LLC March 27, 2023 \$1,040.17
10. Defendant(s) is/are liable to plaintiff as a result of defendant(s) breach of agreement.

FOR A SECOND CAUSE OF ACTION

11. That heretofore, plaintiff, or the assignor, rendered to defendant(s) monthly, full, just and true accounts of the indebtedness due and owing by defendant(s) as a result of the aforesaid transaction, which is the sum set forth above, and said statements were delivered to defendant(s) without objection.
 12. Upon information and belief, on or about December 31, 2020 a final statement of account was mailed to the defendant(s).
 13. Defendant(s) is/are liable for an account stated for the amount claimed above.
- WHEREFORE, plaintiff demands judgment against the defendant(s) for the sum of \$1,040.17 with interest from December 31, 2020, together with costs and disbursements.

May 15, 2023


JOLANTA SZYMANSKA**KIRSCHENBAUM & PHILLIPS, P.C.**
Attorneys for Plaintiff
40 Daniel Street, Suite 7

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONEIDA

Index No.
Our File No. RC26945

-----X
LVNV FUNDING LLC

Plaintiff,

-against-

Alicia Townsend

Defendant(s),
-----X

**NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING**

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk via the New York State Courts Electronic Filing System ("NYSCEF"), is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

Counsel and/or parties **must either**: 1) immediately record their representation within the e-filed matter on the Consent/Represent page in NYSCEF; or 2) file the Notice of Opt-Out form to claim one of the limited exemptions from mandatory e-filing (see below). Failure to record representation may result in an inability to receive electronic notice of any document filings. Claiming an exemption will require the exempt party to serve and be served with hard copy documents.

Counsel and unrepresented parties who intend to participate in e-filing must first create a NYSCEF account and obtain a user ID and password. For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov; mailing address: 60 Centre Street, New York, New York 10007).

Exemptions from mandatory e-filing (Section 202.5-bb(e)) are limited to:

1) attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements; and

2) parties who expect to represent themselves and who choose not to participate in e-filing. (Such parties are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action is pending.)

Date: May 15, 2023

Alicia Townsend

6 Wind Pl
Whitesboro NY 13492-1018


JOLANTA SZYMANSKA
KIRSCHENBAUM & PHILLIPS, P.C.
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P.O. Box 9000
Farmingdale, NY 11735
Telephone 1-866-746-1144
efile@collectlaw.com

PAGE 1 OF 4

Summary of account activity

Account no. ****-****-****-5153

Previous balance	\$975.67
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	40.00
Interest charged	24.50
New balance	\$1,040.17
Past due amount	210.00
Credit limit	\$684.00
Available credit	\$0.00
Statement closing date	12/25/2020
Days in billing cycle	31

Payment information

New balance	\$1,040.17
Minimum payment due	\$247.00
Payment due date	01/20/2021

Late payment warning:

If we do not receive your minimum payment by 01/20/2021 you may have to pay up to a \$40.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	5 years	\$1867

For information regarding credit counseling services, call 1-800-284-1706.

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
12/20/2020	LATE FEE	40.00
	Total fees charged for this period	\$40.00
Interest charged		
	Interest charge on purchases	\$24.50
	Total interest for this period	\$24.50

2020 totals year to date

Total fees charged in 2020	\$336.00
Total interest charged in 2020	\$239.36

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	995.14	24.50

Additional important messages

Important Reminder: If you make a purchase with this credit card using a promotional plan, the promotional plan expiration date and payment due date may be different. This means that if you have any remaining promotional plan balance after the promotional plan expiration date, the balance and any accrued interest (if applicable), will move to your regular revolving plan on the next billing statement.

(CONTINUED)

NOTICE: See reverse side for important information.
Please tear at perforation above



Account number	****-****-****-5153
New balance	Minimum payment
\$1,040.17	\$247.00
99 4	

Mailed payments must reach us by 6pm ET on 01/20/2021.

Amount enclosed:



Please make check payable to:
COMENITY - DentalFirst Financing

Please return this portion along with your payment to:
PO BOX 659622
SAN ANTONIO TX 78265-9622

ALICIA TOWNSEND
6 WIND PL
WHITESBORO NY 13492-1018

Keep this portion for your records.

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: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. 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.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods includes:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-0004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid In Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-877-741-0132 (TDD/TTY 1-888-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/dentalfirstfinancing.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm (ET); **Online:** By 8:00 pm (ET).

New Information

Title (optional) _____ First Name _____ MI _____
 Last Name _____ Soc. Sec. No. _____
 Street Address _____
 Apt. No. _____ RR _____ PO Box _____
 City _____ State _____ Zip Code _____ Foreign Map Code _____

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.

NOTICE OF CREDIT REPORT DISPUTES. If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank PO Box 182120, Columbus, Ohio 43218-2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL." All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-0004. DO NOT USE THE ENCLOSED RETURNED MAIL OFFER.

- We may accept payment sent to any other address without losing any of our rights.
- No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/dentalfirstfinancing or call 1-877-741-0132 (TDD/TTY 1-888-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DE INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DE INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DE INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 183003, Columbus, Ohio 43218-3003.

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, Ohio 43218-3043.

Si necesita ayuda en Español, contactenos a nuestros centros de atención 1-877-741-0132 (TDD/TTY 1-888-819-1918).

NOTICE ABOUT ELECTRONIC CHECK CONVERSION. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

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