Filing # 95351326 E-Filed 09/09/2019 09:56:49 AM

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Plaintiff,

vs.

LISSETTE FERNANDEZ,

Defendant.

/_____

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

SMALL CLAIMS DIVISION

CASE NO:

STATEMENT OF CLAIM

Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, by and through undersigned counsel, sues Defendant, LISSETTE FERNANDEZ, and alleges that:

1. This is an action for damages that is within the jurisdiction of this Court.
2. Plaintiff is a limited liability company authorized to bring this lawsuit in Florida.
3. Defendant is an individual, is sui juris, and is a resident of MIAMI-DADE County, Florida.
4. All conditions precedent to the bringing of this action have been met or waived.
5. On or about January 27, 2011 Defendant requested from and was granted an extension of credit by SYNCHRONY BANK.
6. The original account number was **********[redacted].
7. Plaintiff is the owner and holder of the debt pursuant to an assignment from the original creditor. An assignment is not required to be attached to an initial pleading. CACV v. DeWolf, 15 Fla. L. Weekly 27a (15th Jud Cir. App. Nov. 13, 2007).
8. Plaintiff was assigned the aforementioned account on or about January 20, 2018.

Correspondence was sent by the Plaintiff, its representatives, or both more

than thirty (30) days prior to the filing of this action.

COUNT I - ACCOUNT STATED

Plaintiff realleges and reaffirms paragraphs 1 through 8 above.

9. Before the institution of this action Plaintiff's assignor and Defendant had business transactions between them and on December 26, 2017, they agreed to the resulting balance.

10. Plaintiff's assignor rendered a statement of it to Defendant, a copy being attached, and Defendant did not object to the statement within a reasonable time.

11. Defendant owes Plaintiff $1828.52 since December 26, 2017 on the account.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages of $1828.52, costs, and any other relief that this Court deems just and proper.

POLLACK & ROSEN, P.A.
JOSEPH F. ROSEN, ESQ.
FLA. BAR NO.: 308781
Attorney for the Plaintiff
806 Douglas Road, Suite 200
Coral Gables, Florida 33134
Telephone: (305) 448-0006 x 222
Toll Free: (888) 448-1557
Facsimile: (305) 569-0101
E-mail: LEGALPLEADINGS@POLLACKROS
LEGALPLEADINGS@POLLACKROSEN.COM

Matter No: 3235452

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

LISSETTE FERNANDEZ
Account Number [redacted]

Visit us at www.paypal.com
PayPal Credit Services: 1-866-899-6190

Summary of Account Activity	
Previous Balance	$1,785.58
+ Interest Charges	$42.94
New Balance	$1,828.52
Credit Limit	$1,460.00
Available Credit	$0.00
Statement Closing Date	11/27/2017
Days in Billing Cycle	31

Payment Information	
New Balance	$1,828.52
Amount Past Due	$448.00
Total Minimum Payment Due	$510.00
Overlimit Amount	$368.52
Payment Due Date	12/20/2017

Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to $38.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you 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	6 years	$3,299.00

If you would like information about credit counseling services, call 1-877-302-8775.

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
			FEES	
			TOTAL FEES FOR THIS PERIOD	$0.00
			INTEREST CHARGED	
11/27	11/27		INTEREST CHARGE ON PURCHASES	$42.94
			TOTAL INTEREST FOR THIS PERIOD	$42.94

2017 Totals Year-to-Date	
Total Fees Charged in 2017	$415.48
Total Interest Charged in 2017	$358.16
Total Interest Paid in 2017	$209.15

Interest Charge Calculation

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

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchase	NA	27.99% (v)	$1,806.27	$42.94

(v) = Variable Rate

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

5484 AVH 1 7 25 171127 E X PAGE 1 of 3 9263 1000 PP09 O1MZ5484

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: [redacted]

Total Minimum Payment Due	Amount Past Due	Payment Due Date	Overlimit Amount	New Balance
$510.00	$448.00	12/20/2017	$368.52	$1,828.52

Payment Enclosed: $ _____ . __
Please use blue or black ink.
Save a stamp, pay on-line at www.paypal.com

New address or email? Print Changes on back.

LISSETTE FERNANDEZ
10350 SW 52ND ST
MIAMI FL 33165-6237

Make Payment to: PAYPAL CREDIT SVCS/SYNCB
PO BOX 960080
ORLANDO, FL 32896-0080

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Cardholder News and Information

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

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

synchrony
BANK

BILL of SALE

PRA (PRLS) – PLCC Fresh–January 2018

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Accounts Purchase Agreement (the "Agreement"), dated as of this 20th day of February, 2017, by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding LLC. and Retail Finance Credit Services, LLC., ("Seller") and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on January 20, 2018, and as further described in the Agreement.

Synchrony Bank

By: _____
Ken Wojcik

Title: SVP Collections & Recovery

RFS Holding LLC

By: _____
Ken Wojcik

Title: Attorney In Fact

Retail Finance Credit Services, LLC

By: _____
Ken Wojcik

Title: Attorney In Fact

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS