

BY FAX

FILED  
SUPERIOR COURT-STOCKTON

2022 MAR 10 PM 1:22

BRANDON E. RILEY, CLERK

*Sandy K. Halley*  
BY *Sandy K. Halley*  
DEPUTY

1 File No. 21-43992-0  
2 Robert Scott Kennard  
3 State Bar No. 117017  
4 John Gordon  
5 State Bar No. 180053  
6 NELSON & KENNARD  
7 5011 Dudley Blvd., Bldg. 250, Bay G  
8 McClellan, CA 95652  
9 P.O. Box 13807  
10 Sacramento, CA 95853  
11 Telephone: (916) 920-2295  
12 Facsimile: (916) 920-0682

13 Attorneys for Plaintiff  
14 CAVALRY SPV I, LLC as assignee of Department Stores National Bank

15 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN**  
16 **STOCKTON BRANCH - LIMITED CIVIL CASE**

17 CAVALRY SPV I, LLC as assignee of  
18 Department Stores National Bank

STK-CV-LCCR-2022- 2250

19 Plaintiff,

**COMPLAINT FOR ACCOUNT STATED;  
MONEY LENT**

20 vs.

**(DEMAND AMOUNT: \$3,452.14)**

21 MARIELA PONCE

22 and DOES 1 to 10, Inclusive,

23 Defendants.

24 Plaintiff alleges and complains as follows:

25 **PRELIMINARY ALLEGATIONS**

26 Plaintiff, CAVALRY SPV I, LLC, as assignee of Department  
27 Stores National Bank, as issuer of the Macy's credit card account,  
28 complains of Defendants, and each of them, singularly and  
collectively, that:

1. The true names and capacities of Defendants herein sued by  
the fictitious names as DOES 1 to 10, Inclusive, are unknown to

1 Plaintiff, who therefore sues those Defendants under, pursuant to,  
2 and in accordance with the provisions of Section 474 of the Code of  
3 Civil Procedure. Plaintiff will ask leave of court to amend this  
4 complaint as and when the true names and capacities of Defendants  
5 named herein as DOES 1 to 10 have been ascertained.  
6

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

12         3. Plaintiff is now and was at all times herein mentioned a  
13 limited liability company, authorized to do business in the State of  
14 California.  
15

16         4. Plaintiff is a debt buyer as defined by Section 1788.50 of  
17 the CA Civil Code. Plaintiff and Plaintiff's counsel's application  
18 for license pursuant to Financial Code Section 100000 et. seq. are  
19 pending issuance with the Nationwide Multistate Licensing and  
20 Registry and/or the California Department of Financial Protection  
21 and Innovation.  
22

23         5. Section 1788.50 of the CA Civil Code is applicable to this  
24 action as the debt subject to this lawsuit was purchased by  
25 Plaintiff after January 1, 2014. Plaintiff is the sole owner of the  
26 debt at issue.  
27  
28

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

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

11           8. The name of the charge-off creditor is Department Stores  
12 National Bank, as issuer of the Macy's card account. The address of  
13 the charge-off creditor at the time of charge-off was PO BOX 78008  
14 PHOENIX, AZ 85062-8008. The last four digits of the charge-off  
15 account number are XXXXXXXXXXXXX2448.  
16

17           9. The name and last known address of the Defendant as they  
18 appeared in the charged-off creditor's records prior to the sale of  
19 the debt was MARIELA PONCE, 3205 TENAYA LN STOCKTON, CA 95212-3401.

20           10. The name and address of all entities that purchased the  
21 debt after charge-off is/are: Cavalry Portfolio Services, LLC, 1  
22 American Lane, Suite 220, Greenwich, Connecticut 06831.  
23

24           11. Plaintiff is informed and believes and thereon alleges  
25 that Defendant MARIELA PONCE is an individual who resides in the  
26 City of Stockton, County of San Joaquin, State of California.  
27  
28

1           12. Before commencement of this action, in those cases where  
2 recovery of costs is dependent on such notices, Plaintiff informed  
3 the Defendant(s) in writing that it intended to file this action and  
4 that this action may result in a judgment against Defendant(s) that  
5 might include court costs and necessary disbursements allowed by  
6 C.C.P. § 1033(b) (2).  
7

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIRST CAUSE OF ACTION  
(Account Stated)**

1  
2  
3       13. Plaintiff repeats and repleads and incorporates by  
4 reference the allegations made in Paragraphs I through 12 of this  
5 complaint.

6       14. The balance due at charge off was \$3,452.14. After  
7 deduction for all post charge off offsets and credits, if any, there  
8 is now due, owing and unpaid from Defendant to Plaintiff the current  
9 balance of \$3,452.14, and upon information and belief there is \$0.00  
10 in post charge-off fees and \$0.00 in post charge-off interest.

11       15. Defendants were indebted to the charge-off creditor,  
12 Department Stores National Bank, as issuer of the Macy's card  
13 account, in the amount of \$3,452.14 on an account stated in writing.  
14 Please see the statement of account reflecting the indebtedness  
15 attached hereto as **Exhibit B**. This Department Stores National Bank  
16 credit card account was for credit card purchases and/or cash  
17 advances. Defendant was billed monthly and failed to dispute as  
18 required under the Federal Fair Billing Act applicable to such  
19 account (15 U.S.C. § 1666 et seq.).

20  
21  
22       16. The date of last payment made on the account was March 14,  
23 2018.

24       17. Prior to filing this complaint, all right, title and  
25 interest in the account which is the subject of this lawsuit,  
26 Account Number XXXXXXXXXXXXX2448, was sold and assigned by Department  
27 Stores National Bank as issuer of the Macy's credit card account, to  
28

1 CAVALRY SPV I, LLC. CAVALRY SPV I, LLC is the sole owner of the  
2 debt at issue.

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

6 19. Neither the whole nor any part of the above charged-off  
7 sum has been paid, although payment has been demanded, leaving a  
8 balance due, owing and unpaid to Plaintiff in the amount of  
9 \$3,452.14 and together with costs of suit.

10  
11 **SECOND CAUSE OF ACTION**  
12 **(Money Lent)**

13 20. Plaintiff repeats and repleads and incorporates by  
14 reference the allegations made in Paragraphs 1 through 20 of this  
15 complaint.

16 21. The balance due at charge off was \$3,452.14. After  
17 deduction for all post charge off offsets and credits, if any, there  
18 is now due, owing and unpaid from Defendant to Plaintiff the current  
19 balance of 3,452.14.

20 22. Within the last four years, Defendant became indebted to  
21 the charge-off creditor, Department Stores National Bank, Macy's  
22 credit card account, in the amount of \$3,452.14 for money lent to or  
23 paid out for the benefit of Defendant at his/her request, based on  
24 Defendant's use and benefit of his/her account.

25 23. The date of last payment made on the account was March 14,  
26 2018.  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VERIFICATION**

I, Robert Scott Kennard, declare:

1. I am an attorney at law duly admitted and licensed to practice before all courts of the State of California and I have my professional offices at 5011 Dudley Blvd., Bldg. 250, Bay G, McClellan, Sacramento County, California.

2. I am the attorney of record for Plaintiff in the above-entitled matter. Said Plaintiff is absent from the county in which I have my office and for that reason, I am making this verification on its behalf.


3. I have read the foregoing Complaint and know the content thereof. Venue lies properly with this court because Defendant either resides in this judicial district at the time this action is commenced, or the contract was in fact signed by the Defendant in this judicial district.

4. As to all other matters, I am informed and believe that the matters stated therein are true and, on that ground, I allege the matters stated therein are true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed at McClellan, California.

Dated: January 12, 2022

  
\_\_\_\_\_  
Robert Scott Kennard

BY FAX

# EXHIBIT A

**Macy's Account statement**



Questions or lost/stolen card? Call Customer Service 1-866-593-2543  
Go to [macy.com/credit](http://macy.com/credit) to manage and pay your account online.

MARIELA PONCE  
Account Number: [REDACTED] -2448

Previous Balance	\$3,095.51
Payments	-\$350.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$63.15
<b>New Balance</b>	<b>\$2,808.66</b>
Past Due Amount	\$0.00

Credit Limit	\$2,300.00
Available Credit	\$0.00
Amount Over Credit Limit	\$508.66
Statement Closing Date	03/16/2018
Next Statement Closing Date	04/16/2018
Days in Billing Cycle	30

<b>New Balance</b>	<b>\$2,808.66</b>
<b>Minimum Payment Due</b>	<b>\$92.15</b>
<b>Payment Due Date</b>	<b>April 13, 2018</b>

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay late fee up to \$38.

**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	14 years	\$7,442
\$113	3 years	\$4,078 (Savings=\$3,364)

If you would like information about credit counseling services, call 1-877-337-8187.

You are over your credit limit by \$508.66.

To allow us to better service your credit needs, please update your financial information on the back of the payment coupon.

**Macy's account transactions**

Transaction Date	Description	Location	Amount
Feb 20	PAYMENT - THANK YOU		-\$200.00
Mar 14	PAYMENT - THANK YOU		-\$150.00

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is Issued by Department Stores National Bank.

7 ML 10

★ macy's  
P.O. BOX 8058  
MASON, OH 45040-8058



Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at [macy.com/credit](http://macy.com/credit), or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account Number: [REDACTED] 2448

**Payment Due Date** April 13, 2018  
**New Balance** \$2,808.66  
**Minimum Payment Due** \$92.15

Your Statement Enclosed

Amount Enclosed: \$

Make Check Payable to: Macy's  
▼ Mail to address below▼

MARIELA PONCE  
3205 TENAYA LN  
STOCKTON, CA 95212-3401

Macy's  
PO BOX 78008  
PHOENIX, AZ 85062-8008

**Information About Your Account.**

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. There is no grace period on excluded promotional balances.

If you have a balance subject to a Special Event promotion and that promotion does not expire before the payment due date, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. In addition, if you have a Club Plan balance, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to Special Event balances first, the Special Event balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, so long as you pay the New Balance (less any excluded promotional balance, plus any separately required payment on an excluded promotional balance) in full by the payment due date each billing cycle.

Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. However, if the letter A appears after the Annual Percentage Rate in the Interest Charge Calculation section, then we use an average daily balance method (including current transactions) to calculate interest charges.

To find out more information about the balance computation method for your account and how the resulting interest charges were determined, contact us at the Customer Service number on the front of this statement.

**Other Account and Payment Information.**

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Mail Address shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order. No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

**Document Production Fee.** We may charge you a fee of \$3.00 per item if you request copies of previously provided records, such as Statements and sales checks. We will not charge you for documents produced in connection with a Billing Error investigation.

**Payment Other Than By Mail.**

- **In-Store.** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted on your due date each month from the account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Express Mail.** Send payment by courier or express mail to: Attn: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

**Disputed Amounts.** All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full," or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at P.O. Box 8066, Mason, Ohio 45040.

**Credit Reporting Disputes.** We may report information about your account to credit bureaus. If you think we reported inaccurate information to a credit bureau write us at: Credit Bureau Dispute Verification, P.O. Box 8218, Mason, OH 45040.

**Bankruptcy Notices.** If you send any notice for bankruptcy purposes relating to this account, you must mail it to the following address: Bankruptcy Processing, P.O. Box 8053, Mason, OH 45040.

**Report a Lost or Stolen Card Immediately.** Call the Customer Service number shown on page 1 of this statement. For TDD/TTY (Telecommunications Device for the Deaf) assistance, call 1-800-281-0820.

**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: Department Stores National Bank, P.O. Box 8066, Mason, Ohio 45040. 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 are 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: Department Stores National Bank, P.O. Box 8066, Mason, OH 45040.

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.

TO9856 MCYBLM PL JAN16

ML - 9139-7700-0003 -/ - S - 41 - N - D - - - 199109 -/ - 0 - O - 21 -/ - P - B - - 0 - Y -/ - 0 - - - 0 - 0 - 410 -/ - 01/18/18 - 11/01/13 - 52 - March 15, 2018 - February 14, 2018  
N - - - -/ - 0 - - MP8B - V - D - D - - - -/ - V - - 12 - 0 - - - Y

**New Information?** For new address, telephone or email, go to [macys.com/credit](http://macys.com/credit) or enter the new information below. To change your name, please indicate the new name below.

NAME CHANGE

ADDRESS CHANGE

CITY  STATE  ZIP

CELL  HOME

EMAIL

Please update your financial information. Keeping our records current will allow us to better serve your credit needs.

ANNUAL INCOME

MONTHLY MORTGAGE OR RENT PAYMENT

- \***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.
- \*\***Enter Email Address** If you provide your email address, you authorize 1) the account issuer for this account to contact you about your account and tell you about useful products and services; and 2) Macy's to email you information about receiving promotions, sales, special events and other offers.
- \***Annual Income:** Examples include salary, wages, interest, dividends, rental income, or retirement benefits. If you are 21 or older, you may include income from others that you can reasonably access to pay your bills.
- Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

**Fees**

Transaction Date	Description	Amount
	TOTAL FEES FOR THIS PERIOD	\$0.00

**Interest Charged**

Transaction Date	Description	Amount
Mar 16	INTEREST CHARGE ON PURCHASES	\$63.15
	TOTAL INTEREST FOR THIS PERIOD	\$63.15

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$27.00
Total Interest Charged in 2018	\$197.16

**Activity and Promotions Detail**

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
MACY'S ACCOUNT TRANSACTIONS									
REGULAR		\$1,444.56	-\$216.24	-	\$30.24	\$1,258.56	-	-	-
REGULAR ON OR BEFORE 06/16/16		\$1,650.95	-\$133.76	-	\$32.91	\$1,550.10	-	-	-
<b>TOTAL</b>		<b>\$3,095.51</b>	<b>-\$350.00</b>	<b>\$0.00</b>	<b>\$63.15</b>	<b>\$2,808.66</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Interest Charge Calculation			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
MACY'S ACCOUNT TRANSACTIONS			
REGULAR	26.49% (V)	\$1,389.16	\$30.24
REGULAR ON OR BEFORE 06/16/16	25.75% (V)	\$1,555.52	\$32.91

(V) = Variable Rate



**Reduce Waste. Go Digital.**

Make the move to online statements. Sign-in to your Macy's Account to learn more at [www.macys.com/gopaperless](http://www.macys.com/gopaperless)



**Introducing Macy's Wine Cellar – Special Welcome Offer!**

You rely on Macy's to help you celebrate life's special moments. Now you'll have the perfect wines too with Macy's Wine Cellar. Join in the fun today! Visit [macyswinecellar.com/9395001](http://macyswinecellar.com/9395001) for offer details and full terms and conditions.

# Go digital with online statements!

Make the switch to digital statements and notices— it's easy, fast, and convenient.

Go to [www.macys.com/gopaperless](http://www.macys.com/gopaperless) and sign into your Macy's Account to learn more.

★ macy's star rewards

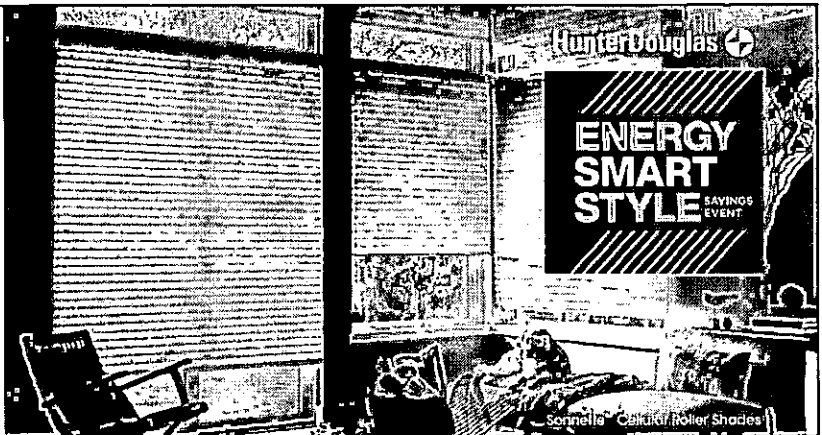
OGP01

## CUSTOM WINDOW FASHIONS macy's shopathome service

**SAVE \$100\***

On qualifying purchases of Hunter Douglas window fashions.

Now through April 9, 2018



Call 1.866.372.0529 or go to [macysshopathome.com](http://macysshopathome.com) to schedule your complimentary in-home appointment.

\*Savings valid for qualifying purchases made 1/13/18 - 4/9/18. Purchase a minimum of 4 Duette® Honeycomb shades and save \$100, plus \$25 for each additional unit; purchase a minimum of 4 Sonnelle™ Cellular Roller Shades and save \$100, plus \$25 for each additional unit; or purchase a minimum of 2 Vignette® Modern Roman Shades, plus \$50 for each additional unit. If you purchase less than the specified minimum, you will not be entitled to the savings. Offer may not be combined with other discounts. Savings not valid for prior purchases. Additional limitations and restrictions may apply. Ask your designer for details. All rights reserved. All trademarks used herein are the property of their respective corporations. OHD06

## ★ macy's WINE CELLAR

Enjoy the **PERFECT WINES** delivered to your door for any occasion



PDW02

UNCORK A SPECIAL OFFER AT [macyswinecellar.com/9460001](http://macyswinecellar.com/9460001)

**my stylist**  
@★ macy's

It's **FUN, FAST & FREE!**

Book your appointment with our personal stylist service at [macys.com/mystylist](http://macys.com/mystylist) or call 1-800-343-0121.

OSM04

# EXHIBIT B

Macy's Account statement



Questions or lost/stolen card? Call Customer Service 1-800-782-7756  
Go to [macy.com/credit](http://macy.com/credit) to manage and pay your account online.

MARIELA PONCE  
Account Number [REDACTED] -2448

Summary of Account Activity	
Previous Balance	\$3,337.17
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$38.00
Interest Charged	+\$77.07
<b>New Balance</b>	<b>\$3,452.24</b>
Past Due Amount	\$916.02

Credit Limit	\$0.00
Available Credit	\$0.00
Amount Over Credit Limit	\$1,152.24
Statement Closing Date	10/17/2018
Next Statement Closing Date	11/16/2018
Days in Billing Cycle	31

Payment Information	
<b>New Balance</b>	<b>\$3,452.24</b>
<b>Minimum Payment Due</b>	<b>\$1,066.09</b>
<b>Payment Due Date</b>	<b>November 13, 2018</b>

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay date fee up to \$38.

**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	13 years	\$7,530
\$141	3 years	\$5,064 (Savings=\$2,466)

If you would like information about credit counseling services, call 1-877-337-8188.

For phone payments, you authorize Department Stores National Bank to electronically debit your specified bank account by an ACH transaction in the amount and on such date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of page 1 within the timeframe disclosed to you on the phone.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on your Statement Closing Date identified on your last statement, that payment will appear on your next statement.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is Issued by Department Stores National Bank.

8 ML 10



P.O. BOX 8058  
MASON, OH 45040-8058



Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at [macy.com/credit](http://macy.com/credit), or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account Number: [REDACTED] -2448

**Payment Due Date** November 13, 2018  
**New Balance** \$3,452.24  
**Minimum Payment Due** \$1,066.09

Your Statement Enclosed

Amount Enclosed: \$ [REDACTED]

Make Check Payable to: Macy's  
▼ Mail to address below▼

MARIELA PONCE  
3205 TENAYA LN  
STOCKTON, CA 95212-3401

Macy's  
PO BOX 78008  
PHOENIX, AZ 85062-8008

**Information About Your Account.**

**How to Avoid Paying Interest on Purchases.** Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. There is no grace period on excluded promotional balances.

If you have a balance subject to a Special Event promotion and that promotion does not expire before the payment due date, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. In addition, if you have a Club Plan balance, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to Special Event balances first, the Special Event balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, so long as you pay the New Balance (less any excluded promotional balance, plus any separately required payment on an excluded promotional balance) in full by the payment due date each billing cycle.

Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**How We Calculate Your Balance Subject to Interest Rate.** We use a daily balance method (including current transactions) to calculate interest charges. However, if the letter A appears after the Annual Percentage Rate in the Interest Charge Calculation section, then we use an average daily balance method (including current transactions) to calculate interest charges.

To find out more information about the balance computation method for your account and how the resulting interest charges were determined, contact us at the Customer Service number on the front of this statement.

**Other Account and Payment Information.**

**Payment Amount.** You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

**When Your Payment Will Be Credited.** If we receive your payment in proper form at our processing facility by 5 p.m. local time here, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Mail Address shown in the Express Mail section.

**Proper Form.** For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order. No cash, gift cards, or foreign currency please.
- Include your name and the last four digits of your account number.

**Document Production Fee.** We may charge you a fee of \$3.00 per item if you request copies of previously provided records, such as Statements and sales checks. We will not charge you for documents produced in connection with a Billing Error investigation.

**Payment Other Than By Mail.**

- **In-Store.** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.
- **AutoPay.** Go to the URL on Page 1 of your statement to enroll in AutoPay and have your payment amount automatically deducted on your due date each month from the account you choose.
- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. The payment cutoff time for Phone Payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

- **Express Mail.** Send payment by courier or express mail to: Attn: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.

**If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.**  
**Disputed Amounts.** All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full," or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at P.O. Box 8066, Mason, Ohio 45040.

**Credit Reporting Disputes.** We may report information about your account to credit bureaus. If you think we reported inaccurate information to a credit bureau write us at: Credit Bureau Dispute Verification, P.O. Box 8218, Mason, OH 45040.

**Bankruptcy Notices.** If you send any notice for bankruptcy purposes relating to this account, you must mail it to the following address: Bankruptcy Processing, P.O. Box 8053, Mason, OH 45040.

**Report a Lost or Stolen Card Immediately.** Call the Customer Service number shown on page 1 of this statement. For TDD/TTY (Telecommunications Device for the Deaf) assistance, call 1-800-281-0820.

**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: Department Stores National Bank, P.O. Box 8066, Mason, Ohio 45040. 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 are 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: Department Stores National Bank, P.O. Box 8066, Mason, OH 45040.

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.

TO9856 MCY/BLM PL JAN16

ML - 9139-7700-0003 -JA/ -S -41 -N -D - - - - 199109 -JB/ -E -9 -X -21 -JC/ -P -B - - 0 -N -JD/ -7 - - - 0 -0 -0 -JE/ -01/18/18 - 11/01/13 - 59 - October 14, 2018 - September 16, 2018  
N - - - - -FF/ -0 - -MP8B -V -D -D - - - - -G/ -V - -12 -0 - - - N

**New Information?** For new address, telephone or email, go to [macys.com/credit](http://macys.com/credit) or enter the new information below. To change your name, please indicate the new name below.

NAME CHANGE

ADDRESS CHANGE

CITY  STATE  ZIP

CELL  HOME

EMAIL



**\*Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

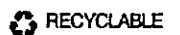
**\*\*Enter Email Address** If you provide your email address, you authorize 1) the account issuer for this account to contact you about your account and tell you about useful products and services; and 2) Macy's to email you information about receiving promotions, sales, special events and other offers.

**Sign up for electronic statements.**

It's fast, easy and convenient.

Make the switch today!

Go to [macys.com/gopaperless](http://macys.com/gopaperless)



**Fees**

Transaction Date	Description	Amount
Oct 13	LATE FEE	\$38.00
	<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$38.00</b>

**Interest Charged**

Transaction Date	Description	Amount
Oct 17	INTEREST CHARGE ON PURCHASES	\$77.07
	<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$77.07</b>

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$293.00
Total Interest Charged in 2018	\$679.10

**Activity and Promotions Detail**

Original Promotion Trans Amount	Promotion Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
MACY'S ACCOUNT TRANSACTIONS									
REGULAR		\$1,568.99	-	\$38.00	\$36.84	\$1,643.83	-	-	-
REGULAR ON OR BEFORE 06/16/16		\$1,768.18	-	-	\$40.23	\$1,808.41	-	-	-
<b>TOTAL</b>		<b>\$3,337.17</b>	<b>\$0.00</b>	<b>\$38.00</b>	<b>\$77.07</b>	<b>\$3,452.24</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Interest Charge Calculation**

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
MACY'S ACCOUNT TRANSACTIONS			
REGULAR	27.24% (V)	\$1,592.81	\$36.84
REGULAR ON OR BEFORE 06/16/16	26.50% (V)	\$1,787.56	\$40.23

(V) = Variable Rate



THIS PAGE INTENTIONALLY LEFT BLANK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10