

OCT 08 2020

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ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
6/18/2019 3:28 PM
By: Elizabeth Spann, Deputy

5 Attorneys for Plaintiffs,
6 American Express National Bank, et al.
7 Our File Number: 18121774

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SANTA BARBARA**

9 **UNLIMITED CIVIL CASE**

10 American Express National Bank f/k/a)
11 American Express Centurion Bank; American)
12 Express National Bank, Successor by Merger)
13 to American Express Bank, FSB,)

13 Plaintiffs,

14 vs.

15 Sean A Chung, aka Sean A Shung, an)
16 individual; Does 1 through 20, inclusive.)

16 Defendants.)

Case No.: 19CV03204

COMPLAINT FOR DAMAGES

- 1. Common Counts: Book Account, Account Stated
- 2. Common Counts: Book Account, Account Stated
- 3. Quantum Meruit-Reasonable Value

PRAYER AMOUNT: \$32,711.27

18 Plaintiffs allege as follows:

19 **GENERAL ALLEGATIONS**

20 1. At all times herein mentioned, Plaintiff, American Express National Bank f/k/a American
21 Express Centurion Bank, (hereinafter "Amex Centurion"), is incorporated under United States
22 law as a national bank, and is duly licensed and authorized to engage in business and is engaged
23 in the doing of business by virtue of the laws and regulations of the State of California.

24 2. At all times herein mentioned, Plaintiff, American Express National Bank, Successor by
25 Merger to American Express Bank, FSB (hereinafter "Amex FSB"), is incorporated under United
26 States law as a national bank, and is duly licensed and authorized to engage in business and is
27 engaged in the doing of business by virtue of the laws and regulations of the State of California.

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1 3. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein,
2 Defendant, Sean A Chung, aka Sean A Shung, an individual (hereinafter "Sean A Chung") is or
3 was a resident of and living in the State of California, County of Santa Barbara.

4 4. The true names and capacities, whether individual, corporate, associates, or otherwise, of
5 the Defendant herein designated as Does 1 through 20, inclusive, are unknown to Plaintiffs and
6 Plaintiffs will ask leave of Court to amend this Complaint to show the true names and capacities
7 when said names are ascertained.

8 5. The obligations and claims sued upon herein were made and entered into and are due and
9 payable in the above-mentioned judicial district and/or county of the State of California, and are
10 not subject to the provisions of Sections 1812.10 and 2984.4 of the California Civil Code,
11 Section 395(b) of the California Code of Civil Procedure.

12 6. At all times herein mentioned, the Defendants, and each of them (hereinafter
13 "Defendants"), were agents and/or employees and or joint ventures of the other Defendants, and
14 were acting within the course and scope of such agency and/or employment and or joint ventures
15 at the time of the claim asserted herein.

16 7. Defendant, Sean A Chung applied for and was issued an American Express Card
17 (hereinafter "Amex Centurion") currently ending in 2002 for the purposes of obtaining goods
18 and/or services, and/or cash advances from any person who accepts the Card.

19 8. Within the past four (4) years, Plaintiff Amex Centurion and Defendant had financial
20 transactions, wherein Plaintiff Amex Centurion lent money to Defendant on the American
21 Express card currently ending in 2002, at Defendant's request.

22 9. Plaintiff Amex Centurion kept a written accounting of the debits and credits involved in
23 the financial transactions. Defendant became indebted to Plaintiff Amex Centurion on an open
24 book account in writing for money due as a result of the financial transactions on the American
25 Express card currently ending in 2002.

26 10. Defendant, Sean A Chung applied for and was issued an American Express card
27 (hereinafter "Amex FSB") currently ending in 4006 for the purposes of obtaining goods and/or
28 services, and/or cash advances from any person who accepts the Card.

1 11. Within the past four (4) years, Plaintiff Amex FSB and Defendant had financial
2 transactions, wherein Plaintiff Amex FSB lent money to Defendant on the American Express
3 card currently ending in 4006, at Defendant's request.

4 12. Plaintiff Amex FSB kept a written accounting of the debits and credits involved in the
5 financial transactions. Defendant became indebted to Plaintiff Amex FSB on an open book
6 account in writing for money due as a result of the financial transactions on the American
7 Express card currently ending in 4006.

8 **FIRST CAUSE OF ACTION**

9 **COMMON COUNTS**

10 **COUNT 1**

11 (Open Book Account as to all Defendants)

12 13. Plaintiff Amex Centurion re-alleges and incorporates herein by reference the allegations
13 contained in paragraphs 1 through 12, inclusive, as though set forth fully at length.

14 14. Defendant became indebted to Plaintiff Amex Centurion in the sum of \$16,526.03, for a
15 balance due on a book account in writing for money lent by Plaintiff Amex Centurion to
16 Defendant at Defendant's request. No part of said sum has been paid, although demand for
17 payment has been made. There is now due, owing and unpaid the sum of \$16,526.03. Attached
18 hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Amex Centurion
19 statement ending in 2002 with the closing date of December 03, 2018.

20 **COUNT 2**

21 (Account Stated as to all Defendants)

22 15. Plaintiff Amex Centurion re-alleges and incorporates herein by reference the allegations
23 set forth in paragraphs 1 through 12, inclusive, as though set forth fully at length.

24 16. Plaintiff Amex Centurion's records reflect that it transmitted monthly billing statements
25 to Defendant at the address provided by Defendant. Defendant promised to pay Plaintiff Amex
26 Centurion the amounts listed on the monthly billing statements by keeping and utilizing the
27 Card.

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1 17. By failing to object to the amount due and owing on the monthly billing statements,
2 Defendant manifested his/her agreement that the amount listed on the statement was correct.
3 Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Amex
4 Centurion statement for the Card ending 2002 with the closing date of December 03, 2018.

5 **SECOND CAUSE OF ACTION**

6 **COMMON COUNTS**

7 **COUNT 1**

8 (Open Book Account as to all Defendants)

9 18. Plaintiff Amex FSB re-alleges and incorporates herein by reference the allegations
10 contained in paragraphs 1 through 12, inclusive, as though set forth fully at length.

11 19. Defendant became indebted to Plaintiff Amex FSB in the sum of \$16,185.24, for a
12 balance due on a book account in writing for money lent by Plaintiff Amex FSB to Defendant at
13 Defendant's request. No part of said sum has been paid, although demand for payment has been
14 made. There is now due, owing and unpaid the sum of \$16,185.24. Attached hereto and
15 incorporated hereat as **Exhibit "B"** is a true and correct copy of the Amex FSB statement ending
16 in 4006 with the closing date of May 03, 2018.

17 **COUNT 2**

18 (Account Stated as to all Defendants)

19 20. Plaintiff Amex FSB re-alleges and incorporates herein by reference the allegations set
20 forth in paragraphs 1 through 12, inclusive, as though set forth fully at length.

21 21. Plaintiff Amex FSB's records reflect that it transmitted monthly billing statements to
22 Defendant at the address provided by Defendant. Defendant promised to pay Plaintiff Amex
23 FSB the amounts listed on the monthly billing statements by keeping and utilizing the Card.

24 22. By failing to object to the amount due and owing on the monthly billing statements,
25 Defendant manifested his/her agreement that the amount listed on the statement was correct.
26 Attached hereto and incorporated hereat as **Exhibit "B"** is a true and correct copy of the Amex
27 FSB statement for the Card ending 4006 with the closing date of May 03, 2018.

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THIRD CAUSE OF ACTION

(Quantum Meruit-Reasonable Value as to all Defendants)

23. Plaintiffs reallege and incorporate herein by reference the allegations contained in paragraphs 1 through 12, inclusive, as though fully set forth in full hereat.

24. At the special request of Defendant, Plaintiffs lent money and rendered services to Defendant or on behalf of Defendant, for which Defendant promised to repay Plaintiffs.

25. Neither Plaintiffs nor Defendant had the expectation that the money lent or services rendered by Plaintiffs, were gratuitous.

26. At all times mentioned herein, \$32,711.27 was and is, the reasonable value for the money lent and services rendered by Plaintiffs.

27. Defendant has failed to pay the entire reasonable value agreed upon, notwithstanding Plaintiffs' demand thereof. There is now due, owing and unpaid, the sum of \$32,711.27.

WHEREFORE, Plaintiffs pray judgment against Defendant as follows:

- 1. For the sum of \$32,711.27;
- 2. For costs of suit herein; and
- 3. For such other and further relief as the Court may deem just and proper.

DATE: March 6, 2019

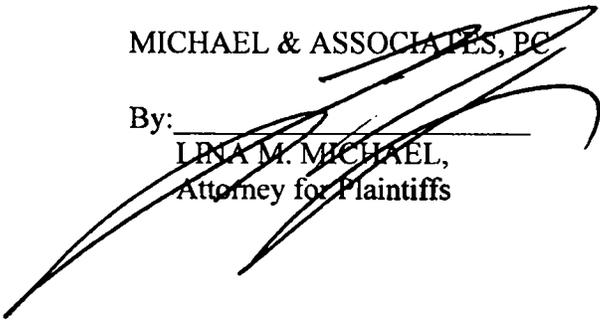
MICHAEL & ASSOCIATES, PC
By: 
LINA M. MICHAEL,
Attorney for Plaintiffs

EXHIBIT “A”



Blue Cash Everyday® from American Express

SEAN A CHUNG
Closing Date 12/03/18

Account Ending 2002

New Balance	\$16,526.03
Minimum Payment Due	\$5,275.38
Includes the past due amount of \$5,061.38	
Payment Due Date	12/28/18[†]

Get cash back for eligible purchases when you use the Card.
For more details about Rewards, please visit americanexpress.com/cashbackrewards

Account Summary

Previous Balance	\$16,550.25
Payments/Credits	-\$24.22
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00

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 and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	24 years	\$38,801

New Balance	\$16,526.03
Minimum Payment Due	\$5,275.38

Credit Limit	\$15,000.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash	\$0.00
Days in Billing Period:	31

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled.

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care **Pay by Phone**
1-888-258-3741 1-800-472-9297

See Page 2 for additional information.

AMERICAN EXPRESS® PERSONAL LOANS

Did you know American Express® offers Personal Loans? Pre-approved Card Members can apply for a loan of up to \$40,000 with fixed monthly payments and APRs ranging from 6.98% to 9.98%. Terms apply. Learn more by visiting americanexpress.com/loanoffer20

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 2002

Enter 15 digit account # on all payments.
Make check payable to American Express.

SEAN A CHUNG
SANTA BARBARA CA 93103-1649

Payment Due Date	12/28/18
New Balance	\$16,526.03
Minimum Payment Due	\$5,275.38

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed



Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system, and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of 2.70% of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

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.

	Customer Care & Billing Inquiries	1-888-258-3741	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-888-258-3741	FAX: 1-623-707-4442
	Cash Advance at ATMs Inquiries	1-600-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	BOX 0001
EL PASO, TX	LOS ANGELES CA
79998-1535	90096-8000

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



SEAN A CHUNG
Closing Date 12/03/18

Account Ending 2002

Payments and Credits
Summary

	Total
Payments	\$0.00
Credits	-\$24.22
Total Payments and Credits	-\$24.22

Detail *Indicates posting date

	Amount
Credits	
11/30/18* Credit for AMEX Error	-\$0.91
11/30/18* Credit Adjustment for Purchase Finance Charge	-\$23.31

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2018 Fees and Interest Totals Year-to-Date		Amount
Total Fees in 2018		\$190.00
Total Interest in 2018		\$1,199.97

Interest Charge Calculation

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

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Purchases	08/15/2017		23.99% (v)	\$0.00	\$0.00
Cash Advances	08/15/2017		27.24% (v)	\$0.00	\$0.00
Total					\$0.00

(v) Variable Rate

EXHIBIT "B"



Hilton Honors American Express Card

SEAN A CHUNG
Closing Date 05/03/18



p. 1/5

Account Ending 4006

New Balance	\$16,185.24
Minimum Payment Due	\$3,382.42
Includes the past due amount of \$3,145.42	
Payment Due Date	05/28/18[‡]

‡ Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 05/28/18, you may have to pay a late fee of up to \$38.00 and your APRs may be increased to the Penalty APR of 28.74%.

View your Hilton Honors point balance at hiltonhonors.com

Account Summary

Previous Balance	\$16,147.24
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$38.00
Interest Charged	+\$0.00

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 and each month you pay	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	23 years	\$36,914

New Balance	\$16,185.24
Minimum Payment Due	\$3,382.42
Credit Limit	\$15,000.00
Available Credit	\$0.00
Cash Advance Limit	\$0.00
Available Cash	\$0.00
Days in Billing Period:	30

If you would like information about credit counseling services, call 1-888-733-4139.

- See page 2 for important information about your account.
- Your account is cancelled.
- See page 5 for important information about your Reward Program.

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-833-698-2566	1-800-472-9297

See Page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon Do not staple or use paper clips	Pay by Computer americanexpress.com/pbc	Pay by Phone 1-800-472-9297	Account Ending 4006 Enter 15 digit account # on all payments. Make check payable to American Express.
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SEAN A CHUNG
SAN JUAN BARBARA CA 93103-1649

Payment Due Date	05/28/18
New Balance	\$16,185.24
Minimum Payment Due	\$3,382.42

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed



Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system, and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that canceled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay each month your entire balance (or Adjusted Balance if applicable) by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

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.

	Customer Care & Billing Inquiries	1-833-698-2566	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-833-698-2566	FAX: 1-800-695-9090
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com	
Customer Care & Billing Inquiries	Payments	
P.O. BOX 981535	BOX 0001	
EL PASO, TX	LOS ANGELES CA	
79998-1535	90096-3000	

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

Avoid late fees
Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Hilton Honors American Express Card

SEAN A CHUNG
Closing Date 05/03/18



Account Ending 4006

Fees

	Amount
04/28/18 Late Payment Fee	\$38.00
Total Fees for this Period	\$38.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2018 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2018	\$190.00
Total Interest in 2018	\$1,056.91

Interest Charge Calculation

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

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Purchases	09/22/2017		20.74% (v)	\$0.00	\$0.00
Cash Advances	09/22/2017		26.74% (v)	\$0.00	\$0.00
Total					\$0.00

(v) Variable Rate

Hilton Honors Points Earned

Hilton Honors Account Number: XXXXX8208



Your qualifying Year-to-Date spend on your Hilton Honors American Express Card is \$0.00. To qualify for Hilton Honors Gold Status, you need to have \$20,000 qualified spend by December 31st.



SEAN A CHUNG
Closing Date 05/03/18

Account Ending 4006

Notice of Important Changes to Your Cardmember Agreement

We are making changes to your Cardmember Agreement referenced in this notice. We encourage you to read the notice, share it with Additional Cardmembers on your account, and file it for future reference. The detailed change to your Cardmember Agreement can be found following the below summary chart.

Summary of Changes, Effective Immediately	
Other things you should know about this program	Hilton has amended its Hilton Honors Program by discontinuing the earning of Points & Miles™. As a result, all references to Points & Miles™ are being removed from the Cardmember Agreement.

Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("Cardmember Agreement") as described below. Any terms in the Cardmember Agreement conflicting with these changes are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Effective immediately, the Supplement to the Cardmember Agreement is amended by deleting the *Other things you should know about this program* section and replacing it with the following:

Other things you should know about this program	<p>You will receive Points only for eligible purchases intended for personal, family or household use.</p> <p>We may change the terms of this program at our discretion. If you violate or abuse this program, you may forfeit some or all of your Points.</p>	<p>We are not responsible for Points after they are credited to your Hilton Honors program account. We are also not responsible for the actions of Hilton on your Hilton Honors program account. Hilton Honors membership and redemption of Points are subject to Hilton Honors Terms and Conditions. Visit HiltonHonors.com/terms for more information.</p>
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ID12636

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Superior Court.



CLERK OF THE SUPERIOR COURT,
SANTA BARBARA COUNTY, CALIFORNIA

Date: 10/7/2020 By Deputy: Colores Buendia

Colores Buendia