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10 American Express National Bank f/k/a
11 American Express Centurion Bank
12 Our File Number: 18040073

FILED
SAN MATEO COUNTY

JUN 06 2018

Clerk of the Superior Court

By  DEPUTY CLERK

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN MATEO**

10 **UNLIMITED CIVIL CASE**

11 American Express National Bank f/k/a)
12 American Express Centurion Bank,)
13 Plaintiff,)

14 vs.)

15 Steven A Brown, an individual; Does 1)
16 through 20, inclusive.)
17 Defendants.)

Case No.: **18 CIV 02872**

) **COMPLAINT FOR DAMAGES**

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

) PRAYER AMOUNT: \$30,764.45

18
19 Plaintiff alleges as follows:

20 **GENERAL ALLEGATIONS**

21 1. At all times herein mentioned, Plaintiff, American Express National Bank f/k/a American
22 Express Centurion Bank, (hereinafter "American Express"), is incorporated under United States
23 law as a national bank, and is duly licensed and authorized to engage in business and is engaged
24 in the doing of business by virtue of the laws and regulations of the State of California.
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18-CIV-02872
CMP
Complaint
1190815



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JUN - 6 2018
SUPERIOR COURT
CIVIL DIVISION

1 2. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,
2 Defendant, Steven A Brown, an individual (hereinafter "Steven A Brown") is or was a resident
3 of and living in the State of California, County of San Mateo.

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

8 4. 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 5. 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 6. Defendant, Steven A Brown applied for and was issued an American Express Card
17 (hereinafter "Card") currently ending in 3003 for the purposes of obtaining goods and/or
18 services, and/or cash advances from any person who accepts the Card.

19 7. Within the past four (4) years, Plaintiff and Defendant had financial transactions, wherein
20 Plaintiff lent money to Defendant on the Card currently ending in 3003, at Defendant's request.

21 8. Plaintiff kept a written accounting of the debits and credits involved in the financial
22 transactions. Defendant became indebted to Plaintiff on an open book account in writing for
23 money due as a result of the financial transactions on the Card currently ending in 3003.

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1 **FIRST CAUSE OF ACTION**

2 **COMMON COUNTS**

3 **COUNT 1**

4 (Open Book Account as to all Defendants)

5 9. Plaintiff realleges and incorporates herein by reference the allegations contained in
6 paragraphs 1 through 8, inclusive, as though set forth fully at length.

7 10. Defendant became indebted to Plaintiff in the sum of \$30,764.45, for a balance due on a
8 book account in writing for money lent by Plaintiff to Defendant at Defendant's request. No part
9 of said sum has been paid, although demand for payment has been made. There is now due,
10 owing and unpaid the sum of \$30,764.45. Attached hereto and incorporated hereat as **Exhibit**
11 **"A"** is a true and correct copy of the Card statement ending in 3003 with the closing date of
12 March 02, 2018.

13 **COUNT 2**

14 (Account Stated as to all Defendants)

15 11. Plaintiff realleges and incorporates herein by reference the allegations set forth in
16 paragraphs 1 through 8, inclusive, as though set forth fully at length.

17 12. Plaintiff's records reflect that it transmitted monthly billing statements to Defendant at the
18 address provided by Defendant. Defendant promised to pay Plaintiff the amounts listed on the
19 monthly billing statements by keeping and utilizing the Card.

20 13. By failing to object to the amount due and owing on the monthly billing statements,
21 Defendant manifested his/her agreement that the amount listed on the statement was correct.
22 Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Card
23 statement for the Card ending in 3003 with the closing date of March 02, 2018.

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1 **SECOND CAUSE OF ACTION**

2 (Quantum Meruit-Reasonable Value as to all Defendants)

3 14. Plaintiff realleges and incorporates herein by reference the allegations contained in
4 paragraphs 1 through 8, inclusive, as though fully set forth in full hereat.

5 15. At the special request of Defendant, Plaintiff lent money and rendered services to
6 Defendant or on behalf of Defendant, for which Defendant promised to repay Plaintiff.

7 16. Neither Plaintiff nor Defendant had the expectation that the money lent or services
8 rendered by Plaintiff, were gratuitous.

9 17. At all times mentioned herein, \$30,764.45 was and is, the reasonable value for the money
10 lent and services rendered by Plaintiff.

11 18. Defendant has failed to pay the entire reasonable value agreed upon, notwithstanding
12 Plaintiff's demand thereof. There is now due, owing and unpaid, the sum of \$30,764.45.

13 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 14 1. For the sum of \$30,764.45;
15 2. For costs of suit herein; and
16 3. For such other and further relief as the Court may deem just and proper.

17
18 DATE: May 30, 2018

MICHAEL & ASSOCIATES, PC

19 By: 

20 LINA M. MICHAEL,
21 Attorney for Plaintiff

EXHIBIT "A"



Platinum Card

STEVEN A BROWN
Closing Date 03/02/18



Account Ending '3003

New Balance	\$30,764.45
Minimum Payment Due	\$18,742.95
Includes the past due amount of \$18,563.95	
Payment Due Date	03/28/18[†]

Visit
www.membershipprewards.com

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 Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	24 years	\$36,806

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.
- Please note, your preset line is \$0.00. You have spent \$30,764.45.

Account Summary

Pay In Full Portion	
Previous Balance	\$12,820.95
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
New Balance	= \$12,820.95
Pay Over Time Portion	
Previous Balance	\$18,043.50
Payments/Credits	-\$100.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$17,943.50
Minimum Due	\$5,922.00
Account Total	
Previous Balance	\$30,864.45
Payments/Credits	-\$100.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	\$30,764.45
Minimum Payment Due	\$18,742.95
Days in Billing Period: 28	

Customer Care

Pay by Computer
americanexpress.com/psc

Customer Care 1-800-525-3355 **Pay by Phone** 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/psc
- Pay by Phone**
1-800-472-9297

Account Ending 3003
Enter 15 digit account # on all payments.
Make check payable to American Express.

STEVEN A BROWN
FOSTER CITY CA 94404-3609

Payment Due Date	03/28/18
New Balance	\$30,764.45
Minimum Payment Due	\$18,742.95

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 financial 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 for Pay Over Time balances 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: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, Sign & Travel and Extended Payment Option) if you pay the Account Total New Balance by the due date each month.

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 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	1-800-525-3355	Hearing Impaired
	International Collect	1-954-473-2123	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-525-3355	FAX: 1-800-695-9090
	Express Cash	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	90096-8000

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	<input type="text"/>
City, State	<input type="text"/>
Zip Code	<input type="text"/>
Area Code and Home Phone	<input type="text"/>
Area Code and Work Phone	<input type="text"/>
Email	<input type="text"/>

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.



Platinum Card

STEVEN A BROWN
Closing Date 03/02/18



Account Ending 3003

Payments and Credits

Summary

	Pay In Full	Pay Over Time †	Total
Payments	\$0.00	-\$100.00	-\$100.00
Credits	\$0.00	\$0.00	\$0.00
Total Payments and Credits	\$0.00	-\$100.00	-\$100.00

Detail

*Indicates posting date

Payments	Amount
02/14/18* AGENCY REMITTANCE	-\$100.00

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	\$0.00
Total Interest in 2018	\$0.00