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IN THE CIRCUIT COURT OF JOHNSON COUNTY, MISSOURI
ASSOCIATE DIVISION

LVNV Funding LLC ,	)	CASE NO.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
DAVID STROFF,	)	
	)	
Defendant(s).	)	
	)	
	)	

PETITION
COUNT I - BREACH OF CONTRACT

COMES NOW Plaintiff, LVNV Funding LLC, and for its First Cause of Action against Defendant(s), DAVID STROFF, states as follows:

1. Plaintiff is a Limited Liability Company, and is the Assignee of US Bank NA d/b/a Elan Financial Services.
2. Defendant(s) is a resident of JOHNSON County, Missouri.
3. Upon Defendant's(s') request, Plaintiff's Assignor and Defendant entered into a contract under the terms of which Plaintiff's Assignor extended credit to Defendant(s) in the form of a credit card.
4. Pursuant to the Terms and Conditions of the Contract, Defendant(s) was required to make payment until the balance on the Contract was paid in full.
5. Defendant(s) breached the Contract by failing to make the payments on the dates and in the amounts due.
6. The Contract has a current balance of $2,534.62 (See Exhibit A)
7. Due demand has been made upon Defendant(s), but Defendant(s) has failed and/or refused to pay Plaintiff, as a result Plaintiff's Assignor accelerated the unpaid balance due from the Defendant making it immediately due and owing. The contract was assigned to Plaintiff. (Exhibit B).
8. Based on Defendant's(s') breach of contract, Plaintiff has been damaged in the amount of $2,534.62.
9. That the defendant is not a member of the military service of the United States, nor its Allies nor a minor nor an incompetent person.

WHEREFORE, Plaintiff, LVNV Funding LLC, respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $2,534.62, plus costs, and any other relief this Court deems just.

COUNT II- ACCOUNT STATED

COMES NOW Plaintiff, LVNV Funding LLC, and for its Second Cause of Action against

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Defendant(s), DAVID STROFF, states as follows:

10. Plaintiff incorporates herein by reference, the allegations contained in paragraphs 1- 9 as if fully set forth herein.
11. Defendant is indebted to Plaintiff for a balance due on Defendant's credit card.
12. Defendant and Plaintiff's Assignor had previous financial transactions related to the credit card account issued to Defendant by Plaintiff's Assignor, at Defendant's insistence and request.
13. As a result of transactions initiated by Defendant, Plaintiff's Assignor sent Defendant statements of account, to which Defendant did not object.
14. Defendant use of the credit and failure to pay the balance reflected in the statements of account issued as a result of the use of the credit, or Defendant's failure to object to the balances as reflected in the statement resulted in a promise to pay the amount due.
15. The balance agreed to by the parties is $2,534.62.
16. The Defendant failed to keep his/her promise to pay said balance, despite demand for same having been made, and the balance remains due and owing be Defendant to Plaintiff.
17. Plaintiff is the assignee of the account to be repaid by Defendant and is entitled to recover from Defendant the sum of $2,534.62.

WHEREFORE, Plaintiff, LVNV Funding LLC,respectfully requests that this Court enter Judgment in favor of LVNV Funding LLC and against Defendant(s), in the amount of $2,534.62, plus costs, plus post-judgment interest at the judicial interest rate and any other relief this Court deems just.

LVNV Funding LLC

BQ & Associates, P.C., L.L.O.
Brandon York MO #71620
9140 Ward Parkway, Ste. 200
Kansas City, MO 64114
(800) 887-4747 Phone
(402) 554-0339 Fax
bqmo@bqlaw.com
Attorneys for Plaintiff

pm24.frm 23108430
Credit Card Assigned
rev 03/2021

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EXHIBIT A

Elan™

Not an Official Court Document

April 2021 Statement

Open Date: 03/03/2021 Closing Date: 04/01/2021

Account: [redacted]

Visa® Platinum Card
DAVID S STROFF

Cardmember Service 1-800-558-3424
BNK 10 ELN 8 1

New Balance	**$2,534.62**
Minimum Payment Due	**$909.00**
Payment Due Date	**04/28/2021**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a $40.00 Late Fee.

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	4 years	$3,195
$95	3 years	$3,444 *(Savings=$249)*

If you would like information about credit counseling services, call 866-951-1391.

Activity Summary

Previous Balance	+	$2,491.31
Payments		$0.00
Other Credits		$0.00
Purchases		$0.00
Balance Transfers		$0.00
Advances		$0.00
Other Debits		$0.00
Fees Charged		$0.00
Interest Charged	+	$43.31
New Balance	=	**$2,534.62**
Past Due		**$825.00**
Minimum Payment Due		**$909.00**
Credit Line		$2,000.00
Available Credit		None
Days in Billing Period		30

Payment Options:

Mail payment coupon with a check

Pay online at myaccountaccess.com

Pay by phone 1-800-558-3424

Please detach and send coupon with check payable to: Cardmember Service

[redacted]

Elan™

24-Hour Cardmember Service: 1-800-558-3424

. to pay by phone
. to change your address

000066360 01 SP 000638773794225 P Y

DAVID S STROFF
103 N GRANT AVE
KNOB NOSTER MO 65336-1409

Account Number	4037 6600 4704 4656
Payment Due Date	4/28/2021
New Balance	$2,534.62
Minimum Payment Due	$909.00

Amount Enclosed $_____

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408

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What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, 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. 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: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. 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.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate (**"DPR"**) by the Average Daily Balance (**"ADB"**) (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation.
2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

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Elan™

DAVID S STROFF

Cardmember Service 1-800-558-3424

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

If you believe we have inaccurately reported information to any Consumer Reporting Agency, you may submit a dispute by writing to us. In order for us to assist you with your dispute, you must provide your name, address, phone number, account number, the specific information you are disputing, the explanation of why it is incorrect, and any supporting documentation (e.g., affidavit of identity theft), if applicable, to:

Elan Financial Services
Consumer Recovery Department
Attn: CBR Disputes
P.O. Box 108
St Louis, MO 63166-0108

Your account is seriously past due. We have very attractive settlement and reduced interest/payment programs. We urge you to call us at 1-877-838-4346.

Transactions

Interest Charged

Post Date	Transaction Description	Amount
04/01	INTEREST CHARGE ON PURCHASES	$43.31
	TOTAL INTEREST THIS PERIOD	**$43.31**

2021 Totals Year-to-Date	
Total Fees Charged in 2021	$120.00
Total Interest Charged in 2021	$164.62

Interest Charge Calculation

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

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
PURCHASES	$2,366.39	$2,326.26	YES	$40.13	20.99%	
**BALANCE TRANSFER	$0.00	$0.00	YES	$0.00	23.49%	
**PURCHASES	$168.23	$165.05	YES	$3.18	23.49%	
**ADVANCES	$0.00	$0.00	YES	$0.00	23.99%	

End of Statement

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October 2020 Statement

Open Date: 09/02/2020 Closing Date: 10/02/2020

Account: [redacted]

Visa® Platinum Card
DAVID S STROFF

Cardmember Service 1-800-558-3424
BNK 10 ELN 8 1

New Balance	**$2,094.98**
Minimum Payment Due	**$227.00**
Payment Due Date	**10/28/2020**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a $40.00 Late Fee.

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	4 years	$2,917
$78	3 years	$2,840 *(Savings=$77)*

If you would like information about credit counseling services, call 866-951-1391.

Activity Summary

Previous Balance	+	$2,057.76
Payments	-	$120.00CR
Other Credits		$0.00
Purchases	+	$81.42
Balance Transfers		$0.00
Advances		$0.00
Other Debits		$0.00
Fees Charged	+	$40.00
Interest Charged	+	$35.80
New Balance	=	**$2,094.98**
Past Due		**$111.00**
Minimum Payment Due		**$227.00**
Credit Line		$2,000.00
Available Credit		None
Days in Billing Period		31

Payment Options:

Mail payment coupon with a check

Pay online at myaccountaccess.com

Pay by phone 1-800-558-3424

Please detach and send coupon with check payable to: Cardmember Service

[redacted]

Elan™

24-Hour Cardmember Service: 1-800-558-3424

. to pay by phone
. to change your address

000067206 01 SP 000638594896005 P Y

DAVID S STROFF
103 N GRANT AVE
KNOB NOSTER MO 65336-1409

Account Number	4037 6600 4704 4656
Payment Due Date	10/28/2020
New Balance	$2,094.98
Minimum Payment Due	$227.00

Amount Enclosed $_____

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408

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▶ 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. 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: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. 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.
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2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

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DAVID S STROFF

Cardmember Service 1-800-558-3424

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

If you believe we have inaccurately reported information to any Consumer Reporting Agency, you may submit a dispute by writing to us. In order for us to assist you with your dispute, you must provide your name, address, phone number, account number, the specific information you are disputing, the explanation of why it is incorrect, and any supporting documentation (e.g., affidavit of identity theft), if applicable, to:

Elan Financial Services
Consumer Recovery Department
Attn: CBR Disputes
P.O. Box 108
St Louis, MO 63166-0108

The minimum payment includes a past due amount which is payable immediately upon receipt of this statement. If this amount has already been mailed, please disregard this notice. If you cannot immediately forward this past due amount, please contact our collection department at 1-877-838-4347 to make other suitable arrangements for payment.

Speed through checkout with the added security and convenience of PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

Transactions

Payments and Other Credits

Post Date	Trans Date	Ref #	Transaction Description	Amount
09/08			PAYMENT THANK YOU	$120.00CR
			TOTAL THIS PERIOD	**$120.00CR**

Purchases and Other Debits

Post Date	Trans Date	Ref #	Transaction Description	Amount
09/14	09/10	3177	BREAK TIME 3167 SEDALIA MO	$25.70
09/21	09/17	6720	MURPHY7725ATWALMART WARRENSBURG MO	$30.25
09/28	09/25	4278	MURPHY7725ATWALMART WARRENSBURG MO	$25.47
			TOTAL THIS PERIOD	**$81.42**

Fees

Post Date	Trans Date	Ref #	Transaction Description	Amount
09/28	09/28		LATE FEE - PAYMENT DUE ON 09/28	$40.00
			TOTAL FEES THIS PERIOD	**$40.00**

Interest Charged

Post Date	Transaction Description	Amount
10/02	INTEREST CHARGE ON PURCHASES	$35.80

Continued on Next Page

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DAVID S STROFF

Cardmember Service 1-800-558-3424

Transactions

Interest Charged

Post Date	Transaction Description	Amount
	TOTAL INTEREST THIS PERIOD	$35.80

2020 Totals Year-to-Date	
Total Fees Charged in 2020	$320.00
Total Interest Charged in 2020	$359.95

Interest Charge Calculation

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

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	$0.00	$0.00	YES	$0.00	20.99%	
**PURCHASES	$2,094.98	$2,008.69	YES	$35.80	20.99%	
**ADVANCES	$0.00	$0.00	YES	$0.00	23.99%	

Contact Us

Phone
Voice: 1-800-558-3424
TDD: 1-888-352-6455
Fax: 1-866-616-1750

Questions
Cardmember Service
P.O. Box 6354
Fargo, ND 58125-6354

Mail payment coupon with a check
Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408

Online
myaccountaccess.com

End of Statement

DAVID S STROFF

PayPal

Link your credit card to PayPal today!!!

Experience faster checkouts, added security and convenience.
It's all there for you when you link your card to PayPal.

Link your card in the Mobile App or online today.

Recent updates to your account may impact your eligibility to enroll in PayPal.

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EXHIBIT B

EXHIBIT B

BILL OF SALE AND ASSIGNMENT OF ASSETS

For value received, the undersigned Assignor ("**Assignor**") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Resurgent Acquisitions LLC, a limited liability organized under the laws of Delaware ("**Assignee**"), all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule ("**Asset Schedule**") attached hereto as **Exhibit A** (the "**Assets**"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

DATED: September 28, 2022

Lot Number	Account Type	Number of Assets	Balance
Lot 803	[redacted]	[redacted]	[redacted]

ASSIGNEE:

By: _____

Name (print): NAOMI MUELLER

Title: SVP

ASSIGNOR: U.S. Bank National Association
as credit issuer operating under U.S. Bank, Elan Financial Services, and ACG Card Services

By: Eian Clinkscale

Name: Eian Clinkscale

Title: Sr. Vice President

By: /s/ Lori Talarico

Name: Lori Talarico

Title: Vice President - Collections Manager

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Transfer and Assignment

Resurgent Acquisitions LLC ("RALLC"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated September 21, 2022 delivered by U.S. Bank, N.A. on September 28, 2022 for purchase by RALLC on September 28, 2022. The transfer of the Assets included electronically stored business records.

Dated: **September 28, 2022**

Resurgent Acquisitions LLC
a Delaware Limited Liability Company

By: _____
Name: Jackson Walker
Title: Authorized Representative

Dated: **September 28, 2022**

LVNV Funding LLC
a Delaware Limited Liability Company

By: _____
Name: Daniel Picciano
Title: Authorized Representative

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LVNV Funding LLC

vs.

David Stroff

Name of Party to Whom Account is Owed: LVNV Funding LLC

Name of Party Pursuing Collection of Account: LVNV Funding LLC

Name of the Debtor Obligated to Pay Account: David Stroff

AFFIDAVIT

The undersigned, being duly sworn, states the following:

1. I am over eighteen (18) years of age and am competent to make this affidavit. I am an Authorized Representative of LVNV Funding LLC (hereinafter, "Plaintiff") and am authorized to make this affidavit on its behalf. The information in this affidavit is true and correct to the best of my knowledge, information and belief, and I declare the same under penalty of perjury.
2. In the ordinary course of business, Plaintiff regularly acquires revolving credit accounts, installment accounts, and/or other credit lines from original creditors or their successors-in-interest. In the scope of my job responsibilities, I am familiar with the normal books and records of Plaintiff and the manner and method by which Plaintiff maintains said books and records in the regular course of its business, including computer records and/or data of its acquired credit accounts. These books and records contain records provided by the original creditors or their successors-in-interest and records created in the course of regularly conducted business activity at or near the time the events they purport to describe occurred, by a person with knowledge of said events or by a computer or other similar digital means which contemporaneously records an event as it occurs.
3. Plaintiff acquired the credit account of the Defendant herein, account number [redacted] (hereinafter the "Credit Account") from the original creditor or its successor-in-interest. I am familiar with the books and records maintained by Plaintiff with respect to the Credit Account and the information about the Credit Account contained therein.
4. LVNV Funding LLC is not the original creditor of the Credit Account. US Bank NA d/b/a Elan Financial Services is the original creditor of the Credit Account.

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5. Plaintiff's business records for the Credit Account reflect that the balance due and owing to Plaintiff by the Defendant on the Credit Account as of the date of this affidavit is $2,534.62. All offsets, payments and credits have been allowed. No pre-judgment interest is being sought.

Given under my hand on:

Date: September 19, 2023

John Wright
Affiant

COUNTY OF GREENVILLE)
)ss.
STATE OF SOUTH CAROLINA)

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, John Wright, who acknowledged before me his/her signature to the foregoing Affidavit.

Given under my hand and seal this Tuesday, September 19, 2023

Notary

JAMIE LANHAM
Notary Public-State of South Carolina
My Commission Expires
June 13, 2032

My Commission Expires:

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