

EXHIBIT A

FILED: KINGS COUNTY CLERK 02/07/2022 10:11 AM

INDEX NO. 503709/2022

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 02/07/2022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
MEIR WOLKENFELD, individually and on behalf of all others
similarly situated,

Index No.:

Plaintiff,

**Plaintiff designates Kings
County as the place of trial.
The basis of venue is
Plaintiff's residence.**

-against-

PORTFOLIO RECOVERY ASSOCIATES, LLC,Defendant.
-----X**SUMMONS**

To the above-named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a Notice of Appearance on the Plaintiff's Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Hackensack, New Jersey

February 7, 2022

Sincerely,

Stein Saks, PLLC/s/ Tamir Saland

Tamir Saland, Esq.

One University Plaza, Suite 620

Hackensack, NJ 07601

P. (201) 282-6500

tsaland@steinsakslegal.com

Counsel for Plaintiff

Defendants' Addresses for service of process:

PORTFOLIO RECOVERY ASSOCIATES, LLC
C/O CORPORATION SERVICE COMPANY
80 STATE STREET ALBANY
NEW YORK, 12207

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
MEIR WOLKENFELD, individually and on behalf of all others
similarly situated,

Index No.:

Plaintiff,

**CLASS ACTION
COMPLAINT**

-against-

PORTFOLIO RECOVERY ASSOCIATES, LLC,
Defendant.

-----X
Plaintiff Meir Wolkenfeld (hereinafter, "Plaintiff") brings this Class Action Complaint by and through his attorneys, Stein Saks, PLLC, against Defendant Portfolio Recovery Associates, LLC (hereinafter, "Defendant") individually and on behalf of a class of all others similarly situated, pursuant to Article 9 of New York Laws of Civil Practice Law & Rules, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

INTRODUCTION/PRELIMINARY STATEMENT

1. Congress enacted the Fair Debt Collection Practices Act ("the FDCPA") in 1977 in response to the "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. §1692(a). At that time, Congress was concerned that "abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." *Id.* Congress concluded that "existing laws...[we]re inadequate to protect consumers," and that "the effective collection of debts" does not require "misrepresentation or other abusive debt collection practices." 15 U.S.C. §§ 1692(b) & (c).

2. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to "[e]nsure that those debt collectors who refrain from using

abusive debt collection practices are not competitively disadvantaged.” *Id.* § 1692(e). After determining that the existing consumer protection laws were inadequate *Id.* § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. *Id.* § 1692k.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this class action as Plaintiff was and is a resident of the County of Kings, State of New York.

4. Venue is proper in this judicial district as this is where the Plaintiff resides.

NATURE OF THE ACTION

5. Plaintiff brings this class action on behalf of a class of New York consumers under § 1692 et seq. of Title 15 of the United States Code, also known as the Fair Debt Collections Practices Act (“FDCPA”), and

6. Plaintiff is seeking damages and declaratory relief.

PARTIES

7. Plaintiff is a resident of the State of New York, County of Kings.

8. Defendant is a “debt collector” as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA with an address for service of process at care of Corporation Service Company 80 State Street Albany, New York, 12207.

9. Upon information and belief, Defendant is a company that use the mail, telephone, and facsimile and regularly engages in business the principal purpose of which is to attempt to collect debts alleged to be due another.

CLASS ALLEGATIONS

10. Plaintiff brings this claim on behalf of the following class, pursuant to Article 9 of New York Laws of Civil Practice Law & Rules.

11. The Class consists of:

- a. all individuals with addresses in the State of New York;
- b. to whom Defendant sent correspondence responding to an alleged debtor's dispute of a debt sought by Defendant;
- c. which improperly claimed the statute of limitations had expired;
- d. which letter was sent on or after a date one (1) year prior to the filing of this action and on or before a date twenty-one (21) days after the filing of this action.

12. The identities of all class members are readily ascertainable from the records of Defendant and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

13. Excluded from the Plaintiff Class are the Defendant and all officers, members, partners, managers, directors and employees of the Defendant and their respective immediate families, and legal counsel for all parties to this action, and all members of their immediate families.

14. There are questions of law and fact common to the Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the forms attached as Exhibit A, violate 15 U.S.C. §§ 1692e and 1692f.

15. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with experience in

handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor her attorneys have any interests, which might cause them not to vigorously pursue this action.

16. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Article 9 because there is a well-defined community interest in the litigation:

- a. **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class defined above is so numerous that joinder of all members would be impractical.
- b. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions' predominance over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the forms attached as Exhibit A violate 15 U.S.C. §§ 1692e and 1692f.
- c. **Typicality:** The Plaintiff's claims are typical of the claims of the class members. The Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendant's common uniform course of conduct complained of herein.
- d. **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are averse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in handling consumer lawsuits, complex legal issues, and class actions. Neither the Plaintiff nor her counsel have

any interests which might cause them not to vigorously pursue the instant class action lawsuit.

- e. **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

17. Certification of a class under Article 9 is also appropriate in that the questions of law and fact common to members of the Plaintiff Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

18. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues.

FACTUAL ALLEGATIONS

19. Plaintiff repeats, reiterates, and incorporates the allegations contained in paragraphs numbered above herein with the same force and effect as if the same were set forth at length herein.

20. Some time prior to September 3, 2021, Plaintiff allegedly incurred an obligation to non-party Barclays Bank Delaware (hereinafter referred to as "Barclays").

21. The obligation arose out of transactions incurred primarily for personal, family, or household purposes, specifically a Barclays credit card account.

22. The alleged Barclays obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

23. Barclays is a “creditor” as defined by 15 U.S.C. § 1692a(4).

24. Upon information and belief, Defendant purchased the allegedly defaulted debt from Barclays. Therefore, Defendant is a “debt collector” as the term is defined in 15 U.S.C. § 1692a(6).

25. Defendant collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Services, telephone, and internet.

Violation – September 3, 2021 Dispute Response Letter

26. On or about September 3, 2021, Defendant sent Plaintiff a letter (hereinafter “the Letter”) responding to the Plaintiff’s dispute over the debt alleged and sought by Defendant. A copy of the Letter and additional correspondence sent by Defendant is attached as Exhibit A.

27. The letter states that the statute of limitations has expired on the alleged debt and Plaintiff could no longer be sued.

28. Specifically, the Letter states:

The legal time limit (statute of limitations) for suing you to collect this debt has expired. However, if somebody sues you anyway to try to make you pay this debt, court rules REQUIRE YOU to tell the court that the statute of limitations has expired to prevent the creditor from obtaining a judgment. Even though the statute of limitations has expired, you may CHOOSE to make payments. However, BE AWARE: if you make a payment, the creditor’s right to sue you to make you pay the entire debt may START AGAIN.

29. The Letter and enclosed additional correspondence states that Barclays charged off the debt and sold the same to Defendant as of September 29, 2018, less than three years prior to the sending of the Letter.

30. Furthermore, the additional correspondence sent by the Defendant shows that a payment was due from the Plaintiff on September 28, 2018, which if not paid would represent the most recent date of default by the Plaintiff. Included in the amount due at that time were additional

fees and interest which increased the total amount alleged to be due and owing to \$2,301.88, the same amount sought by Defendant.

31. Accordingly, the Defendant's statement that the applicable statute of limitations had expired was false, since the charge off and last apparent alleged default occurred less than three years prior to the date that the Defendant sent the Letter.

32. As a result, Plaintiff was misled as to his rights.

33. Plaintiff was misled into believing he could no longer be sued for the debt alleged by Defendant.

34. Defendant's actions were false, deceptive, and/or misleading.

35. Plaintiff was concerned and confused by the Letter.

36. Plaintiff was therefore unable to evaluate his options of how to handle this debt.

37. Because of this, Plaintiff expended time and money in determining the proper course of action.

38. In addition, Plaintiff suffered emotional harm due to Defendant's improper acts.

39. These violations by Defendant were knowing, willful, negligent, and/or intentional, and the Defendant did not maintain procedures reasonably adapted to avoid any such violations.

40. Defendant's collection efforts with respect to this alleged debt from Plaintiff caused Plaintiff to suffer concrete and particularized harm, inter alia, because the FDCPA provides Plaintiff with the legally protected right to be not to be misled or treated unfairly with respect to any action for the collection of any consumer debt.

41. Defendant's deceptive, misleading and unfair representations with respect to its collection efforts were material misrepresentations that affected and frustrated Plaintiff's ability to

intelligently respond to Defendant's collection efforts because Plaintiff could not adequately respond to Defendant's demand for payment of this debt.

42. Plaintiff was confused and misled to his detriment by the statements in the Letter, and relied on the contents of the Letter to his detriment.

43. Plaintiff would have pursued a different course of action were it not for Defendant's statutory violations.

44. As a result of Defendant's deceptive, misleading, and false debt collection practices, Plaintiff has been damaged.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692e et seq.

45. Plaintiff repeats the allegations above as if set forth here.

46. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

47. Pursuant to 15 U.S.C. §1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

48. Defendant violated said section as described above, by making false or misleading representations in violation of §§ 1692e, 1692e (2)(A), and 1692e (10).

49. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e et seq. of the FDCPA, actual damages, statutory damages, costs, and attorneys' fees.

COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692f et seq.

50. Plaintiff repeats the allegations above as if set forth here.

51. Alternatively, Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

52. Pursuant to 15 U.S.C. §1692f, a debt collector may not use any unfair or unconscionable means in connection with the collection of any debt.

53. Defendant violated this section by unfairly misrepresenting that the time period for filing suit may renew.

54. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692f et seq. of the FDCPA, actual damages, statutory damages, costs, and attorneys' fees.

DEMAND FOR TRIAL BY JURY

55. Pursuant to CPLR 4102(a), Plaintiff hereby requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Meir Wolkenfeld, individually and on behalf of all others similarly situated, demands judgment from Defendant for a sum within the jurisdictional limits of this Court and for an amount in excess of the jurisdictional limits of the lower Courts of the State of New York with the costs and disbursements of this action and relief as follows:

1. Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative, and Tamir Saland, Esq. as Class Counsel;
2. Awarding Plaintiff and the Class statutory damages;
3. Awarding Plaintiff and the Class actual damages;
4. Awarding Plaintiff costs, including reasonable attorneys' fees and expenses;

5. Awarding pre-judgment interest and post-judgment interest; and
6. Awarding such other and further relief as this Court may deem just and proper.

Dated: February 7, 2022

Respectfully Submitted,

Stein Saks, PLLC

/s/ Tamir Saland

Tamir Saland, Esq.

One University Plaza, Suite 620

Hackensack, NJ 07601

P. (201) 282-6500

tsaland@steinsakslegal.com

Counsel for Plaintiff

FILED: KINGS COUNTY CLERK 02/07/2022 10:11 AM

INDEX NO. 503709/2022

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022

Exhibit

A

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NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022.

DEPT 922
PO BOX 4115
CONCORD CA 94524

 **Portfolio Recovery Associates, LLC**

Account Number: [REDACTED] 7156

Reference Number: [REDACTED] 2864

D3

CHANGE SERVICE REQUESTED



MEIR WOLKENFELD



09/03/2021

Dear MEIR WOLKENFELD,

In response to your dispute related to the above account, Portfolio Recovery Associates, LLC ("PRA, LLC") has enclosed additional documentation for your review. We have completed our investigation of your dispute concerning this account. PRA, LLC has obtained and reviewed the attached documents related to this account, which establish its validity.

Sincerely,
Dianne V Tatem
Disputes Department
Telephone: 1-800-772-1413

Account Details

Account Number: [REDACTED] 7156
Seller: BARCLAYS BANK DELAWARE
Original Creditor: BARCLAYS BANK DELAWARE
Original Account Number: [REDACTED] 7156
Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC
Balance: \$2,301.88

Contact Us

Online:
www.portfoliorecovery.com



By Phone:
Call 1-800-772-1413



By Mail:
PORTFOLIO RECOVERY ASSOCIATES, LLC
120 Corporate Boulevard
Norfolk VA 23502

WE ARE REQUIRED BY LAW TO GIVE YOU THE FOLLOWING INFORMATION ABOUT THIS DEBT. The legal time limit (statute of limitations) for suing you to collect this debt has expired. However, if somebody sues you anyway to try to make you pay this debt, court rules REQUIRE YOU to tell the court that the statute of limitations has expired to prevent the creditor from obtaining a judgment. Even though the statute of limitations has expired, you may CHOOSE to make payments. However, BE AWARE: if you make a payment, the creditor's right to sue you to make you pay the entire debt may START AGAIN.

This communication is from a debt collector but is not an attempt to collect a debt.

Notice: See Reverse Side for Important Information

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INDEX NO. 503709/2022

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022

HOURS OF OPERATION: Mon. to Fri. 8am - 11pm, Sat. 8am - 8pm, Sun. 11am - 10pm (EST)

FOR THE HEARING IMPAIRED: TDD: 1-800-828-1120

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES: Call 1-800-772-1413 or write to: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Blvd., Norfolk, VA 23502

DISPUTES E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE AVAILABLE Mon. - Fri. 8 AM to 6 PM (ET)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at 1-800-772-1413 or by e-mail at PRACustomerCare@portfoliorecovery.com.

NOTICE: We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws.

NEW YORK CITY: City of New York License Numbers – 1096994, 1394695, 1394697, 1394696, 1394698, 2045465, 2052875, 2063671, 2070336, 2094929, 2096474.

A translation and description of commonly-used debt collection terms is available in multiple languages on the NYC Department of Consumer Affairs' website, www.nyc.gov/dca.

PRA, LLC offers translation services in numerous languages for customers that prefer to speak with us over the telephone in a language other than English. In addition, PRA, LLC offers Spanish versions of its letters. If you prefer to speak with us in a language other than English, please contact us at 1-800-772-1413 to let us know of your preference and to determine if PRA, LLC can translate into your preferred language via LanguageLine Solutions or to request a Spanish-speaking representative. To request future letters in Spanish, please contact us at 1-800-772-1413. PRA, LLC's website, www.portfoliorecovery.com, is available in English or Spanish.

FILED: KINGS COUNTY CLERK 02/07/2022 10:11 AM

INDEX NO. 503709/2022

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022



October 4, 2019

0018

Meir Wolkenfeld


RE: Account Number Ending: 7156

Dear Customer(s):

Notification of Assignment, Sale or Transfer of Your Credit Card Account

The purpose of this notice is to inform you that your Barclaycard Arrival PlusTM MasterCard credit card account ending 7156 was sold to Portfolio Recovery Associates, LLC with a balance of \$2,301.88. This account was charged off by Barclays Bank Delaware with the balance of \$2,301.88 on 09/28/2018. This notice provides you with information on how to contact Portfolio Recovery Associates, LLC.

A Few Important Points

- Effective immediately, Barclays Bank Delaware no longer owns your account. Your account is now owned and managed by Portfolio Recovery Associates, LLC.
- Future communications will be from Portfolio Recovery Associates, LLC. Any questions, concerns, payments or correspondence should be sent to Portfolio Recovery Associates, LLC at the address below.
- Barclays Bank Delaware, will send notification to the consumer reporting agencies to reflect the transfer in ownership. Please allow up to 30 days for the consumer reporting agencies to process the change on your credit report.

Should you have questions, listed below is the mailing address, toll-free number, and website of Portfolio Recovery Associates, LLC.

Mail your payments or correspondence to:

Portfolio Recovery Associates
P.O. Box 12914
Norfolk VA 23541-1223

You may also reach Portfolio Recovery Associates, LLC toll free at 1-800-772-1413 or <http://www.portfoliorecovery.com>.

Sincerely,

Barclays

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INDEX NO. 503709/2022

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF OWNERSHIP RIGHTS

You are hereby notified that the ownership and servicing of your credit card account, including the right to collect payments from you, has been assigned, sold or transferred from Seller to Portfolio Recovery Associates, LLC. Your previous account owner and servicer is Barclays Bank Delaware.

The business address for your new account owner and servicer is:

Portfolio Recovery Associates
P.O. Box 12914
Norfolk VA 23541-1223

The payment address is:

Portfolio Recovery Associates
P.O. Box 12914
Norfolk VA 23541-1223

The date your new account owner and servicer began accepting payments from you is 09/30/2019. Please begin sending all payments to your new owner and servicer. The date that your previous account owner and servicer stopped accepting payments from you is 09/29/2019.

The telephone number of your new account owner and servicer is 1-800-772-1413.

The website of your new account owner and servicer is <http://www.portfoliorecovery.com>.

If you have any questions for your new account owner and servicer, or to make payment arrangements, call Portfolio Recovery Associates customer service toll free at 1-800-772-1413.

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022



Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 07/04/18-08/03/18

Page 1 of 5

Account Activity

Previous Balance as of 07/04/18	\$2,168.57
Payments	\$0.00
Fees Charged	\$35.00
Interest Charged	\$31.18
Statement Balance as of 08/03/18	\$2,234.75
Past Due	\$459.76

APR Details begin on page 2 in the Interest Charge Calculation section.

Transaction details begin on page 2.

Credit Line

Total Revolving Credit Line	\$0.00
Includes \$0.00 cash advance line	
Available Revolving Credit Line as of 08/03/18	\$0.00
Available for cash advances \$0.00	

Payment Information

Statement Balance:	\$2,234.75
Minimum Payment Due:	\$547.62
Payment Due Date:	08/28/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 years	\$3,912.00

If you would like information about credit counseling services, please call 800-570-1403.

Repayment information based on activity and APR's on your account as of the closing date.

IMPORTANT INFORMATION FOR RESIDENTS OF NEW YORK If you have questions about the terms of your account call Barclays at 866-558-1107. New York residents may contact the New York State Department of Financial Services by telephone (800) 342-3736, or visit its website, www.dfs.ny.gov, for free information on comparative credit card rates, fees and grace periods.

PAST DUE: Your account is Past Due. Payment of the past due amount of \$459.76 is due immediately. This past due amount has been added to your minimum payment due.

SEE INSIDE: You may have additional important messages inside.

NOTICE: SEE REVERSE SIDE OR END OF STATEMENT FOR IMPORTANT INFORMATION

Payment Coupon

Ways to pay:

BarclaysUS.com

Barclays Mobile App

866-558-1107

7 DAYS PAYMENT DUE BY 3PM PHONE & ONLINE



Statement Balance as of 08/03/18: (account ending 7156)

\$2,234.75

Minimum Payment Due: (includes \$459.76 past due amount)

\$547.62

Payment Due Date:

08/28/18

Amount Enclosed: \$

Make check payable to Barclays. Allow 7-10 days for USPS delivery.

Barclays
 P.O. Box 13337
 Philadelphia, PA 19101-3337



----- manifest line -----
 MEIR WOLKENFELD



Check for address, email and phone changes. Complete form on the back.



715600054762002234759

Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 07/04/18-08/03/18

Page 2 of 5

Transactions

Transaction Date	Posting Date	Description	Miles	Amount
Payments				
		No Payment Received		\$0.00
Total payments for this period			N/A	\$0.00
Purchase Activity for MEIR WOLKENFELD card ending 7156				
		No Transaction Activity at This Time		\$0.00
Total purchase activity for this period			N/A	\$0.00

▶ To see activity after this statement period, visit [BarclaysUS.com](https://www.BarclaysUS.com)

Fees and Interest

Transaction Date	Posting Date	Description	Amount
Fees Charged			
Jul 28	Jul 29	LATE PAYMENT FEE	\$35.00
Total fees for this period			\$35.00
Interest Charged			
Aug 03	Aug 03	Interest Charge On Purchases	\$31.18
Total interest for this period			\$31.18

2018 Year-to-Date Totals

Total fees charged in 2018	\$270.00
Total interest charged in 2018	\$166.94

This Year-to-date summary reflects the Fees and Interest charged on billing statements with closing dates in 2018, and does not reflect any subsequent fee and/or interest adjustments.

Interest Charge Calculation

Days in Billing Cycle : 31

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
Purchases				
Standard Purchases	-	\$2,191.48	16.74%(v)	\$31.18

▶ continued on page 3

Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 07/04/18-08/03/18

Page 3 of 5

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
Balance Transfers				
Standard Balance Transfers/Checks	-	\$0.00	16.74% (v)	\$0.00
Cash Advances				
Standard Cash Advance	-	\$0.00	26.99% (v)	\$0.00
Total				\$31.18

ⓘ Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) = Variable Rate
 See the "Important Information" section of this statement for more information about how we calculate interest.

AVOIDING INTEREST ON PURCHASES (GRACE PERIOD):

If you have a 0% promotional APR on all of your Purchase balances, you can avoid paying interest on those balances during the applicable promotional period. However, pay at least your Minimum Payment Due to avoid a late fee.

If you have both Purchase balances with an APR greater than 0% and you also have other promotional balances on your Account, you can avoid paying interest on your Purchases by paying \$2,234.75 (this amount includes any Minimum Payment Due required to avoid a late fee). Please refer to the "Accrual of Interest and How to Avoid Paying Interest on Purchases" paragraph on the back of this Statement for further detail.

Important Information



Page 4 of 5

Information About Credit Bureau 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.

Lost or Stolen Card: Your credit card is issued by Barclays Bank Delaware. If your card is lost or stolen, please contact us immediately at 866-558-1107 at any time.

Payment Information: Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement and on your home page when you login to BarclaysUS.com. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to Barclays. Please allow 7 to 10 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned. When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 866-558-1107.

Mailed Payments: A conforming payment received by us by 5 p.m. ET will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement or mailed with a payment coupon printed from BarclaysUS.com to Barclays, P.O. Box 13337 Philadelphia, PA 19101-3337; and 2) is in the form of a single, non-folded check or money order made payable in U.S. dollars from a U.S. based institution. Any payment that does not meet these requirements, or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment" which may delay the crediting of the payment for up to 5 days.

Other Payment Options:

Web: Visit BarclaysUS.com to set up your payments.

Mobile: To download the Barclays Mobile App, text MOBILE to 53818.

Phone: Call us at 866-558-1107 and we will process your payment.

All payments made via web, mobile app or pay by phone by 7:00 p.m. ET will be credited to your account that same day.

Overnight Payments: Send overnight courier service or U.S.P.S. Priority Mail payments to Card Services, 400 White Clay Center Drive, Newark, DE 19711. A payment received at this

address by 5 p.m. ET that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

How We Will Calculate Interest. We use a method called "daily balance" (including new purchases). We calculate interest separately for each "Balance Subject to Interest Rate." These include for example, Purchases at the current rate, Balance Transfers at the current rate, Cash Advances at the current rate, and different promotional balances. Your monthly billing statement shows each "Balance Subject to Interest Rate."

To calculate interest, we first calculate a daily balance for each Balance Subject to Interest Rate. We start with the balance, for that Balance Subject to Interest Rate, as of the end of the previous day. We add any interest calculated on the previous day's balance. (This means interest is compounded daily). We add any new Purchases, Balance Transfers or Cash Advances to the appropriate balance, subtract any new payments or credits from the appropriate balance, and make other adjustments. A credit balance is treated as a balance of zero. We then multiply each daily balance by the applicable daily periodic rate. We do this for each day in the billing period. That gives us the daily interest. We add up all the daily interest for all of the daily balances to get the total interest for the billing period.

Accrual of Interest and How to Avoid Paying Interest on Purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, you can avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date. You may also avoid paying interest on Purchases if either Paragraph A or Paragraph B of this section applies to your account.

A. If you have Purchase balances with a 0% promotional APR, you can avoid paying interest on those Purchase balances during the promotional period, and the following Paragraph B will not apply to your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

B. If you have Purchase balances with an APR that is greater than 0%, and you also have other types of promotional balances on your account, you still may be able to avoid paying interest on those balances without paying your Statement Balance in full. If this applies to your Account, you will see a Paragraph titled "Avoiding Interest on Purchases (Grace Period)" appearing directly below the Interest Charge Calculation section on the front of this Statement. This will show the amount you can pay by the Payment Due Date and still avoid interest charges on your Purchase balances. This amount may differ from your Statement Balance. It may differ because you currently have certain promotional APR balances, and the nonpayment of these balances will not affect your grace period on Purchases, provided you pay all other balances on your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

For Balance Transfers, interest will accrue from the transaction date which generally will be the day the payee accepts the Check. For Cash Advances, interest will accrue from the transaction date which generally will be the day you take the Cash Advance. Please note that purchases of Cash Equivalents, which include money orders, travelers checks, foreign currency, lottery tickets, gambling chips and wire transfers, are treated as Cash Advances

Continued on page 5

Make Changes to your contact information below

Name

Address

City

State

Zip

Home Phone

Work Phone

Email Address



and do not have a grace period. See your Cardmember Agreement for more information.

Minimum Interest Charge: This fee, if imposed, appears in the Summary of Fees as a "Minimum Interest Charge" or "Minimum Charge."

No Pre-Set Spending Limit: "No Pre-Set Spending Limit" does not mean unlimited spending, it means we may permit you from time to time at our discretion to make certain charges that will cause your outstanding balance to exceed your revolving credit line. Any such charge will be considered on an individual basis and such evaluation will be based on your account spending and payment history as well as your experience with other creditors. If you exceed your revolving credit line, then you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Fees, or other charges.

Credit Bureau Disputes: If you believe that an entry we have made on your credit bureau report is inaccurate or incomplete, please contact the reporting agency directly or contact us at Card Services, P.O. Box 8803 Wilmington, DE 19899-8801. Please include your name; your account number; the credit reporting agency where you received the bureau report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

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Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 08/04/18-09/03/18

Page 1 of 5

Account Activity

Previous Balance as of 08/04/18	\$2,234.75
Payments	\$0.00
Fees Charged	+\$35.00
Interest Charged	+\$32.13
Statement Balance as of 09/03/18	= \$2,301.88
Past Due	= \$547.62

APR Details begin on page 2 in the Interest Charge Calculation section.

Transaction details begin on page 2.

Credit Line

Total Revolving Credit Line	\$0.00
Includes \$0.00 cash advance line	
Available Revolving Credit Line as of 09/03/18	\$0.00
Available for cash advances \$0.00	

Payment Information

Statement Balance:	\$2,301.88
Minimum Payment Due:	\$637.09
Payment Due Date:	09/28/18

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	11 years	\$3,948.00

If you would like information about credit counseling services, please call 800-570-1403.

Repayment information based on activity and APR's on your account as of the closing date.

IMPORTANT INFORMATION FOR RESIDENTS OF NEW YORK If you have questions about the terms of your account call Barclays at 866-558-1107. New York residents may contact the New York State Department of Financial Services by telephone (800) 342-3736, or visit its website, www.dfs.ny.gov, for free information on comparative credit card rates, fees and grace periods.

PAST DUE: Your account is Past Due. Payment of the past due amount of \$547.62 is due immediately. This past due amount has been added to your minimum payment due.

SEE INSIDE: You may have additional important messages inside.

NOTICE: SEE REVERSE SIDE OR END OF STATEMENT FOR IMPORTANT INFORMATION

Payment Coupon

Ways to pay:



BarclaysUS.com



Barclays Mobile App



866-558-1107



7 DAY PAYMENT DUE BY



Statement Balance as of 09/03/18: (account ending 7156)

\$2,301.88

Minimum Payment Due: (Includes \$547.62 past due amount)

\$637.09

Payment Due Date:

09/28/18

Amount Enclosed: \$

Make check payable to Barclays. Allow 7-10 days for USPS delivery.

Barclays
P.O. Box 13337
Philadelphia, PA 19101-3337



----- manifest line -----
MEIR WOLKENFELD



☐ Check for address, email and phone changes. Complete form on the back.

715600063709002301889

FILED: KINGS COUNTY CLERK 02/07/2022 10:11 AM

INDEX NO. 503709/2022

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022

Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 08/04/18-09/03/18

Page 2 of 5

Transactions

Transaction Date	Posting Date	Description	Miles	Amount
Payments				
		No Payment Received		\$0.00
Total payments for this period			N/A	\$0.00
Purchase Activity for MEIR WOLKENFELD card ending 7156				
		No Transaction Activity at This Time		\$0.00
Total purchase activity for this period			N/A	\$0.00

To see activity after this statement period, visit BarclaysUS.com

Fees and Interest

Transaction Date	Posting Date	Description	Amount
Fees Charged			
Aug 28	Aug 28	LATE PAYMENT FEE	\$35.00
Total fees for this period			\$35.00
Interest Charged			
Sep 03	Sep 03	Interest Charge On Purchases	\$32.13
Total interest for this period			\$32.13

2018 Year-to-Date Totals

Total fees charged in 2018	\$305.00
Total interest charged in 2018	\$199.07

This Year-to-date summary reflects the Fees and Interest charged on billing statements with closing dates in 2018, and does not reflect any subsequent fee and/or interest adjustments.

Interest Charge Calculation

Days in Billing Cycle : 31

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
Purchases				
Standard Purchases	—	\$2,258.11	16.74% (v)	\$32.13

continued on page 3

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/07/2022

Barclays Arrival Plus™ World Elite™ Mastercard® Statement

MEIR WOLKENFELD

| Account Ending 7156

| Statement Period 08/04/18-09/03/18

Page 3 of 5

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
Balance Transfers				
Standard Balance Transfers/Checks	—	\$0.00	16.74% (v)	\$0.00
Cash Advances				
Standard Cash Advance	—	\$0.00	26.99% (v)	\$0.00
Total				\$32.13

 Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) = Variable Rate
 See the "Important Information" section of this statement for more information about how we calculate interest.

AVOIDING INTEREST ON PURCHASES (GRACE PERIOD):

If you have a 0% promotional APR on all of your Purchase balances, you can avoid paying interest on those balances during the applicable promotional period. However, pay at least your Minimum Payment Due to avoid a late fee.

If you have both Purchase balances with an APR greater than 0% and you also have other promotional balances on your Account, you can avoid paying interest on your Purchases by paying \$ 2,301.88 (this amount includes any Minimum Payment Due required to avoid a late fee). Please refer to the "Accrual of Interest and How to Avoid Paying Interest on Purchases" paragraph on the back of this Statement for further detail.

Important Information



Page 4 of 5

Information About Credit Bureau 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.

Lost or Stolen Card: Your credit card is issued by Barclays Bank Delaware. If your card is lost or stolen, please contact us immediately at 866-558-1107 at any time.

Payment Information: Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement and on your home page when you login to BarclaysUS.com. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to Barclays. Please allow 7 to 10 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned. When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 866-558-1107.

Mailed Payments: A conforming payment received by us by 5 p.m. ET will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement or mailed with a payment coupon printed from BarclaysUS.com to Barclays, P.O. Box 13337 Philadelphia, PA 19101-3337; and 2) is in the form of a single, non-folded check or money order made payable in U.S. dollars from a U.S. based institution. Any payment that does not meet these requirements, or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment" which may delay the crediting of the payment for up to 5 days.

Other Payment Options:

Web: Visit BarclaysUS.com to set up your payments.

Mobile: To download the Barclays Mobile App, text MOBILE to 53818.

Phone: Call us at 866-558-1107 and we will process your payment.

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Accrual of Interest and How to Avoid Paying Interest on Purchases. Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, you can avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date. You may also avoid paying interest on Purchases if either Paragraph A or Paragraph B of this section applies to your account.

A. If you have Purchase balances with a 0% promotional APR, you can avoid paying interest on those Purchase balances during the promotional period, and the following Paragraph B will not apply to your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

B. If you have Purchase balances with an APR that is greater than 0%, and you also have other types of promotional balances on your account, you still may be able to avoid paying interest on those balances without paying your Statement Balance in full. If this applies to your Account, you will see a Paragraph titled "Avoiding Interest on Purchases (Grace Period)" appearing directly below the Interest Charge Calculation section on the front of this Statement. This will show the amount you can pay by the Payment Due Date and still avoid interest charges on your Purchase balances. This amount may differ from your Statement Balance. It may differ because you currently have certain promotional APR balances, and the nonpayment of these balances will not affect your grace period on Purchases, provided you pay all other balances on your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

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Continued on page 5

Make Changes to your contact information below

Name

Address

City

State

Zip

Home Phone

Work Phone

Email Address



and do not have a grace period. See your Cardmember Agreement for more information.

Minimum Interest Charge: This fee, if imposed, appears in the Summary of Fees as a "Minimum Interest Charge" or "Minimum Charge."

No Pre-Set Spending Limit: "No Pre-Set Spending Limit" does not mean unlimited spending, it means we may permit you from time to time at our discretion to make certain charges that will cause your outstanding balance to exceed your revolving credit line. Any such charge will be considered on an individual basis and such evaluation will be based on your account spending and payment history as well as your experience with other creditors. If you exceed your revolving credit line, then you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Fees, or other charges.

Credit Bureau Disputes: If you believe that an entry we have made on your credit bureau report is inaccurate or incomplete, please contact the reporting agency directly or contact us at Card Services, P.O. Box 8803, Wilmington, DE 19899-8803. Please include your name; your account number; the credit reporting agency where you received the bureau report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

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If you think there is an error on your statement, write to us at:

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P.O. Box 8802
Wilmington, DE 19899-8802.

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:

Card Services
P.O. Box 8802
Wilmington, DE 19899-8802.

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.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

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