

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

BARCLAYS BANK DELAWARE,  
Plaintiff,

Case No.:

vs.

AUSTIN ARTHUR  
Defendant.

COMPLAINT

Plaintiff, BARCLAYS BANK DELAWARE, by and through its undersigned attorney, sues Defendant, AUSTIN ARTHUR, and as grounds therefore states:

1. This is a cause of action for damages, which do not exceed \$15,000.00 exclusive of costs, and is within the jurisdictional limits of this Court.
2. Venue is proper in Orange County, Florida pursuant to Chapter 47, *Florida Statutes*, because, upon reasonable belief, Defendant resides in that county.
3. Plaintiff has satisfied any and all conditions precedent to the bringing of this action or such conditions have been waived.
4. Upon Defendant's request, BARCLAYS BANK DELAWARE, established a credit account in the name of Defendant and pursuant to that contract issued a credit account bearing the account number [REDACTED]. A copy of the final statement is attached hereto and incorporated herein.
5. Although demand has been made by Plaintiff upon Defendant for payment, there remains an amount due and owing.

COUNT I:

ACCOUNT STATED

Plaintiff reincorporates paragraphs one (1) through five (5) as though fully set forth herein.

6. Prior to the account being charged off, Defendant used the credit card and received regular monthly account statements.
7. Defendant did not timely object to the account statements, thereby expressly or impliedly agreeing that the balance due reflected on the final statement, namely the principal sum of \$5,920.65, is correct and properly due.
8. Defendant owes Plaintiff the principal balance of \$5,920.65 and the costs of bringing this action.

**COUNT II:**  
**UNJUST ENRICHMENT**

Plaintiff reincorporates paragraphs one (1) through five (5) as though fully set forth herein.

9. Plaintiff, BARCLAYS BANK DELAWARE, conferred a benefit upon Defendant by opening an account pursuant to Defendant's request.

10. Defendant received and used, or authorized the use of the credit extended by BARCLAYS BANK DELAWARE, knowing that BARCLAYS BANK DELAWARE expected to be repaid for all charges and advances incurred with said credit account.

11. By BARCLAYS BANK DELAWARE extending the aforementioned benefits and services to Defendant, and by Defendant utilizing said benefits and services, Plaintiff is entitled to be compensated for same.

12. It would be inequitable for Defendant to retain the benefits conferred by the original creditor without paying for the value thereof.

13. Plaintiff is owed the sum of \$5,920.65.

WHEREFORE, Defendant has been unjustly enriched and Plaintiff respectfully requests judgment against Defendant for \$5,920.65, together with court costs and any other relief as this Court deems just and proper.

Respectfully submitted, September 19, 2019.

By: 

Brooke E. Teal, Esq.

Florida Bar No.: 104828

Patrick J. Kilburn

Florida Bar No.: 95626

LLOYD & McDANIEL, PLC, *Attorneys for Plaintiff*

P.O. Box 23200 | Louisville, KY 40223-0200

Toll Free: 866.585.1880 | Fax: 502.585.3054

courts@lloydmc.com

455607/PFLCP1/KH2



This is an attempt to collect a debt and any information obtained will be used for that purpose.

# **EXHIBIT I**

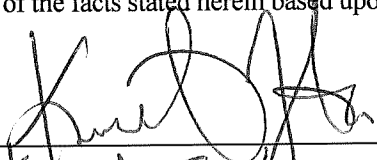
BARCLAYS BANK DELAWARE  
Plaintiff,  
v.

AUSTIN ARTHUR  
Defendant(s)

**AFFIDAVIT OF CLAIM**

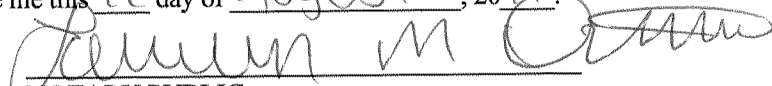
The undersigned, being duly sworn, states that:

1. I am an employee and/or agent of the Plaintiff, and I am of legal age and am qualified to make this Affidavit of Claim against Defendant(s), AUSTIN ARTHUR.
2. The unpaid balance due BARCLAYS BANK DELAWARE is \$5,920.65 as of July 24, 2019.
3. Demand has been made upon the Defendant(s), AUSTIN ARTHUR, but payment has not been received.
4. There are no setoffs, or credits for which credit has not already been given.
5. I am an employee and/or agent of the Plaintiff and am a qualified person who is familiar with the business records of the Plaintiff. The Plaintiff's business records are made at the time of occurrence, are kept in the regular course of business, and it is part of the Plaintiff's regular course of business to keep such records. I have knowledge of the facts stated herein based upon my review of the Plaintiff's business records.

  
\_\_\_\_\_  
Kenneth Testa

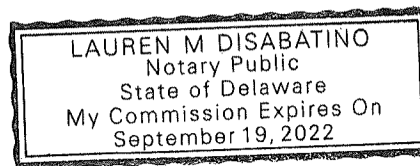
STATE OF DELAWARE  
COUNTY OF NEW CASTLE

Subscribed and sworn to before me this 22 day of August, 2019.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 9/19/22

455607/p905bar/KH3



# **EXHIBIT II**

AUSTIN ARTHUR

| Account Ending [REDACTED]

| Statement Period 12/13/18-01/12/19

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Account Activity

|                                  |              |
|----------------------------------|--------------|
| Previous Balance as of 12/13/18  | \$5,771.33   |
| Payments                         | - \$0.00     |
| Fees Charged                     | + \$37.00    |
| Interest Charged                 | + \$112.32   |
| Statement Balance as of 01/12/19 | = \$5,920.65 |
| Past Due                         | = \$1,268.07 |

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 01/12/19 | \$0.00   |
| Available for cash advances                    | \$0.00   |
| Overlimit Amount                               | \$920.65 |

Points Summary

|                           |   |
|---------------------------|---|
| Points Earned This Period | 0 |
| Total Points Balance      | 0 |

For details see page 3

Payment Information

|                      |            |
|----------------------|------------|
| Statement Balance:   | \$5,920.65 |
| Minimum Payment Due: | \$1,475.10 |
| Payment Due Date:    | 02/09/19   |

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 \$37.00.

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  | 19 years   | \$14,535.00   |

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.

PAST DUE: Your account is Past Due. Payment of the past due amount of \$1,268.07 is due immediately. This past due amount has been added to your minimum payment due.

OVERLIMIT: Your account is over the credit line. Payment of the amount over your credit line is due immediately to bring your account current.

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:



pricinerewardsvisa.com



Barclays Mobile App



866-951-1440



PAYMENT DUE BY PHONE & ONLINE



Statement Balance as of 01/12/19: (account ending [REDACTED]) \$5,920.65

Minimum Payment Due: (includes \$1,268.07 past due amount) \$1,475.10

Payment Due Date: 02/09/19

Make other payments to Barclays. Allow 7-10 days for US delivery.

Amount Enclosed: \$ [REDACTED]

----- manifest line -----  
AUSTIN ARTHUR  
1701 FULLERS OAK LOOP  
WINTER GARDEN FL 34787-2115

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



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



priceline rewards Visa Signature® Statement

AUSTIN ARTHUR

| Account Ending [REDACTED]

| Statement Period 12/13/18-01/12/19

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| Transactions  |              |                                      |            |               |
|---|--------------|--------------------------------------|------------|---------------|
| Transaction Date  | Posting Date | Description                          | Points     | Amount        |
| <b>Payments</b>   |              |                                      |            |               |
|   |              | No Payment Received                  |            | \$0.00        |
| <b>Total payments for this period</b>                       |              |                                      | <b>N/A</b> | <b>\$0.00</b> |
| <b>Purchase Activity for AUSTIN ARTHUR card ending 2511</b> |              |                                      |            |               |
|   |              | No Transaction Activity at This Time |            | \$0.00        |
| <b>Total purchase activity for this period</b>              |              |                                      | <b>N/A</b> | <b>\$0.00</b> |

To see activity after this statement period, visit [pricelinerewardsvisa.com](http://pricelinerewardsvisa.com)

| Fees and Interest                     |              |                                  |  |                 |
|---------------------------------------|--------------|----------------------------------|--|-----------------|
| Transaction Date                      | Posting Date | Description                      |  | Amount          |
| <b>Fees Charged</b>                   |              |                                  |  |                 |
| Jan 09                                | Jan 09       | LATE PAYMENT FEE                 |  | \$37.00         |
| <b>Total fees for this period</b>     |              |                                  |  | <b>\$37.00</b>  |
| <b>Interest Charged</b>               |              |                                  |  |                 |
| Jan 12                                | Jan 12       | Interest Charge On Purchases     |  | \$100.53        |
| Jan 12                                | Jan 12       | Interest Charge On Cash Advances |  | \$11.79         |
| <b>Total interest for this period</b> |              |                                  |  | <b>\$112.32</b> |

| 2019 Year-to-Date Totals              |                 |
|---------------------------------------|-----------------|
| <b>Total fees charged in 2019</b>     | <b>\$37.00</b>  |
| <b>Total interest charged in 2019</b> | <b>\$112.32</b> |

*This Year-to-date summary reflects the Fees and Interest charged on billing statements with closing dates in 2019, 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            |
| <b>Purchases</b>            |                           |                                  |                              |                            |
| Standard Purchases          | -                         | \$5,324.96                       | 22.24% (v)                   | \$100.53                   |

continued on page 3

priceline rewards Visa Signature® Statement

AUSTIN ARTHUR

| Account Ending [REDACTED]

| Statement Period 12/13/18-01/12/19

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| Type of Balance                   | Promotional Rate End Date | Balance Subject to Interest Rate | Annual Percentage Rate (APR) | Interest Charge |
|-----------------------------------|---------------------------|----------------------------------|------------------------------|-----------------|
| <b>Balance Transfers</b>          |                           |                                  |                              |                 |
| Standard Balance Transfers/Checks | –                         | \$0.00                           | 22.24% (v)                   | \$0.00          |
| <b>Cash Advances</b>              |                           |                                  |                              |                 |
| Standard Cash Advance             | –                         | \$505.27                         | 27.49% (v)                   | \$11.79         |
| <b>Total</b>                      |                           |                                  |                              | <b>\$112.32</b> |

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**ⓘ Your Annual Percentage Rate (APR)** is the annual interest rate on your account. (v) = Variable Rate that varies with the market based on the Prime 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 \$ 5,920.65 (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.

**Points Details**

|                                      |          |
|--------------------------------------|----------|
| <b>Beginning Points Balance</b>      | <b>0</b> |
| Points earned on priceline purchases | 0        |
| <b>Ending Points balance</b>         | <b>0</b> |



**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.

**Annual Fee.** If your account has an annual fee, it will be billed each year. We will give you advance notice on your billing statement prior to the assessment of the annual fee. You may choose to call us at 866-951-1440 within 45 days of receiving such notice to discuss alternative products that may be available or to close your account so that the fee will not be billed. If your account is closed, any outstanding reward points or miles on your account may be forfeited at that time. Payment of the annual fee does not affect our ability to close your account and/or to limit your transactions.

**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 866-951-1440 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 [pricelinerewardsvisa.com](http://pricelinerewardsvisa.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 866-951-1440.

**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 [pricelinerewardsvisa.com](http://pricelinerewardsvisa.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 [pricelinerewardsvisa.com](http://pricelinerewardsvisa.com) to set up your payments.

**Mobile:** To download the Barclays Mobile App, text MOBILE to 53818.  
**Phone:** Call us at 866-951-1440 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

*Continued on page 5*

**Make Changes to your contact information below**

Name

---

Address

---

City

State

Zip

---

Home Phone

Work Phone

---

Email Address

---

**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 **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**

~~These rights apply to purchases made with your credit card. They do not apply to purchases made with your debit card.~~

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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