

SHORT TITLE: AMERICAN EXPRESS NATIONAL BANK v. IKKEE BATTLE AKA IKKEE A BATTLE and DOES 1-10, inclusive	CASE NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1-10 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, **and**
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. damages of: \$ 37,335.26
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify):
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. Other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 05/06/2019

[] ERIC JUN, ESQ. #263502
 [] BIANCA BABAIANS, ESQ. #304106
 [X] JOSEPH JYOO, ESQ. #321286
 [] JANE LEE, ESQ. #320721

(TYPE OR PRINT NAME)




 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: IKKEE BATTLE AKA IKKEE A BATTLE, and DOES 1 through 10, inclusive	CASE NUMBER:
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FIRST _____ **CAUSE OF ACTION—Common Counts**
 (number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): AMERICAN EXPRESS NATIONAL BANK
 alleges that defendant (name): IKKEE BATTLE AKA IKKEE A BATTLE, and DOES 1 through 10, inclusive,
 became indebted to plaintiff other (name):

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - the sum of \$
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$37,335.26
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other (specify): For credit extended on the account issued by Plaintiff to Defendant(s) for purchases and/ or cash advances by Defendant(s) and/or persons with Defendant(s)' permission. The Defendant(s) was billed periodically throughout the credit relationship for the credit extended pursuant to the requirements of the Fair Credit Billing Act (15 USC Section 1666 et seq.) The Plaintiff has performed all conditions precedent to bringing this action or the same have been waived by the Defendant(s).

An account record for the account ending in 1003 is attached as Exhibit "A"
 An account record for the account ending in 1005 is attached as Exhibit "B"

This cause of action is based on defendant's credit accounts:
 account ending in 1003 with a balance of \$20,514.56
 account ending in 1005 with a balance of \$16,820.70

CC-2. \$, which is the reasonable value, is due and unpaid despite plaintiff's demand,
 plus prejudgment interest according to proof at the rate _____ percent per year
 from (date):

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

CC-4. Other: \$37,335.26, which is the fixed and agreed amount due and unpaid despite Plaintiff's demand.

EXHIBIT A

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**Business Platinum Card**SILAU LLC
IKKEE BATTLE

Closing Date 02/10/19 Next Closing Date 03/13/19

Account Ending 1003

New Balance**\$20,514.56****Pay Past Due Amount Immediately ‡**

‡ Pay past due amount of \$19,918.99 immediately. Payment is due upon receipt; we suggest you pay the remaining balance by 02/25/19. You may be charged a late fee of the greater of \$38.00 or 2.99% of the past due Pay in Full amount if your payment is not received by the Next Closing Date.

Visit**www.membershiprewards.com****Account Summary**


Previous Balance	\$19,918.99
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$595.57


New Balance \$20,514.56

Days in Billing Period: 28


Customer Care
 **Pay by Computer**
americanexpress.com/business

Customer Care	Pay by Phone
1-800-492-8468	1-800-472-9297


 See page 2 for additional information.

 See page 2 for important information about your account.

 Your account is cancelled.

 **See page 4 for Important Information about Your Account.**
 **See page 5 for a Notice Of Change To The Membership Rewards Program Terms & Conditions.**
 Please note, your preset line is \$0.00. You have spent \$20,514.56.

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

 **Payment Coupon**
Do not staple or use paper clips

 **Pay by Computer**
americanexpress.com/business
 **Pay by Phone**
1-800-472-9297
Account Ending 1003Enter 15 digit account # on all payments.
Make check payable to American Express.

IKKEE BATTLE
SILAU LLC
SILAU LLC
4500 9TH AVE NE 300
SEATTLE WA 98105

Amount Due
\$20,514.56

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

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448



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

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


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


How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

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

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

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

	Customer Care & Billing Inquiries	1-800-492-8468	Hearing Impaired
	International Collect	1-623-492-7719	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-492-8468	FAX: 1-623-707-4442
	Express Cash	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	P.O. BOX 650448
EL PASO, TX	DALLAS TX 75265-
79998-1535	0448

Change of Address

If correct on front, do not use.

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

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

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

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



Business Platinum Card

SILAU LLC
IKKEE BATTLE
Closing Date 02/10/19

Account Ending 1003

Fees

	Amount
02/10/19 Late Payment Fee	\$595.57
Total Fees for this Period	\$595.57

2019 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2019	\$1,173.85
Total Interest in 2019	\$0.00

Business Platinum Card

Notice of Important Changes to Your Cardmember Agreement

We are making changes to your American Express Cardmember Agreement referenced in this notice. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. The detailed change(s) to your Cardmember Agreement can be found after the below summary chart.

Summary of Changes, Effective Immediately	
ExpressPay	Effective Immediately , we are modifying the language concerning ExpressPay in your Cardmember Agreement to reflect the current terminology and explain how the capability works.

ID12742

Detail of Changes to Your Cardmember Agreement

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

ExpressPay

Effective Immediately, the *ExpressPay* sub-section included in Part 2 of the Cardmember Agreement is deleted in its entirety and replaced with:

Contactless Transactions	Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.
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Notice of Important Changes to the Membership Rewards® Program Terms

We are making a change to the Membership Rewards Program Terms & Conditions. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. If you have any questions about this change, please call the number on the back of your Card. A summary of the changes appear below. The detailed changes can be found after the summary chart.

Summary of Changes, effective Immediately	
About The Program and Getting Points	We are adding information about earning additional points with the new American Express® Business Gold Card.

ID12708

Details of Changes to the Membership Rewards Program Terms & Conditions

This notice amends the Membership Rewards Program Terms & Conditions (the "Terms & Conditions") as described below. We have the right to amend as described in the Terms & Conditions. Any terms in the Terms & Conditions conflicting with this change are replaced fully and completely. Terms not changed by this notice remain in full force and effect.

Effective immediately, your Terms & Conditions will be amended as follows:

ABOUT THE PROGRAM: WHO CAN USE THE PROGRAM & ANNUAL FEES, GETTING POINTS: GETTING ADDITIONAL POINTS and GETTING POINTS: BUYING POINTS

The American Express® Business Gold Card will be added to the *Who Can Use the Program & Annual Fees* sub-section under the *About the Program* section and *Buying Points* sub-section under the *Getting Points* section. In the *Getting Additional Points* sub-section of the *Getting Points* section, the American Express Business Gold Card will be added with the following:

American Express Business Gold Card

Subject to these Terms and Conditions, you get at least one Membership Rewards® point for each dollar you spend on your Card for eligible purchases. You also get 3 additional points per dollar (for a total of 4 points), on the 2 categories (of 6) where you spend the most each billing cycle, up to the first \$150,000 in combined eligible purchases from these 2 categories each calendar year. Eligible purchases in excess of \$150,000 in a calendar year will receive only one point per dollar spent.

Determining Your Top 2 Categories

To calculate your top 2 categories each billing cycle, we use your posted account transactions that fall into the 6 categories below and issue additional points based on your 2 highest categories of total spend less returns and credits in that same billing cycle. You will only earn 3 additional points in 2 categories each billing cycle even if you have equal spend in more than 2 categories.

The 6 categories that qualify for additional points are:

- Airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded);
- Advertising purchased in the U.S. to promote your business online, on television, or on the radio;
- Computer hardware, software, and cloud computing purchases in the U.S. made directly from select technology providers (the current list of select technology providers is available at: americanexpress.com/rewards-info);
- Gasoline at gas stations located in the U.S. (superstores, supermarkets and warehouse clubs that sell gasoline are not considered gas stations);
- Restaurants located in the U.S.;
- Shipping services purchased in the U.S. for courier, postal, and freight.

EXHIBIT B





Starwood Preferred Guest® Business Card
 SILAU LLC
 IKKEE A BATTLE
 Closing Date 01/13/19 Next Closing Date 02/10/19



Account Ending 1005

New Balance **\$16,820.70**
Minimum Payment Due **\$3,412.00**
Includes the past due amount of \$3,186.00
Payment Due Date **02/07/19 ‡**

‡ **Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 02/07/19, you may have to pay a late fee of up to \$38.00 and your APRs may be increased to the Penalty APR of 29.99%.

To view your Points balance, visit spg.com

Account Summary

Previous Balance \$16,820.70
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$0.00
 Interest Charged +\$0.00

New Balance **\$16,820.70**
Minimum Payment Due **\$3,412.00**

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

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

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	25 years	\$41,336

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

See page 2 for important information about your account.

Your account is past due.

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-297-1000 **Pay by Phone** 1-800-472-9297

See Page 2 for additional information.

Continued on page 3

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

Payment Coupon
 Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
 1-800-472-9297

Account Endin 1005

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

IKKEE A BATTLE
 SILAU LLC
 SILAU LLC
 4500 9TH AV NE STE
 SEATTLE WA 98105

Payment Due Date **02/07/19**
 New Balance **\$16,820.70**
 Minimum Payment Due **\$3,412.00**

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

AMERICAN EXPRESS
 P.O. BOX 650448
 DALLAS TX 75265-0448

\$ _____ . _____
Amount Enclosed

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

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

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


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

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

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

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

	Customer Care & Billing Inquiries	1-800-297-1000	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-297-1000	FAX: 1-623-707-4442
	Cash Advance at ATMs Inquiries	1-800-CASH-NOW	In NY: 1-800-522-1897
	Starwood Preferred Guest Customer Service Center	1-888-625-4988 or www.spg.com	

	Website: americanexpress.com	
Customer Care & Billing Inquiries	Payments	
P.O. BOX 981535	P.O. BOX 650448	
EL PASO, TX	DALLAS TX 75265-	
79998-1535	0448	

Change of Address

If correct on front, do not use.

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

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

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

**Starwood Preferred Guest® Business Card**SILAU LLC
IKKEE A BATTLE
Closing Date 01/13/19

Account Ending 1005

REMINDER: Currently, you can earn Gold Elite status after you spend \$30,000 in eligible purchases on the Card in the 2018 calendar year. As a reminder, starting **January 1, 2019**, you can earn Gold Elite status after you spend \$35,000 in eligible purchases on the Card in a calendar year.

Payments and Credits**Summary**

	Total
Payments	\$0.00
Credits	\$0.00
Total Payments and Credits	\$0.00

Detail *Indicates posting date

Payments	Amount
12/14/18* CUSTOMER SERVICE PAYMENT THANK YOU	-\$3,186.00
12/14/18* RETURNED CHECK/DECLINED BANK TRANSACTIONS	\$3,186.00

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

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

2019 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2019	\$0.00
Total Interest in 2019	\$0.00

Interest Charge Calculation

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	29.99% (v)	\$0.00	\$0.00

Continued on reverse

Interest Charge Calculation Continued

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Cash Advances	29.99% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate