

Filing # 109931340 E-Filed 07/08/2020 11:26:54 AM

IN THE COUNTY COURT IN THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER:      DIV:

CITIBANK, N.A.,  
   Plaintiff,  
vs.  
EVAN S GUTMAN,  
   Defendant.

\_\_\_\_\_ /

COMPLAINT

The Plaintiff, Citibank, N.A., sues the Defendant, EVAN S GUTMAN, and alleges:

COUNT I - ACCOUNT STATED

1. This is an action for damages that exceeds \$8,000.00, but does not exceed \$30,000.00, exclusive of interest, court costs and attorney's fees.
2. Citibank (South Dakota), N.A., merged with Citibank, N.A. and pursuant to 12 U.S.C. Section 215 a(e) of the National Bank Act, Citibank (South Dakota), N.A. is deemed to be one and the same as Citibank, N.A. As used in this Complaint, the word "Plaintiff" shall refer to both Citibank, N.A. and Citibank (South Dakota), N.A.
3. Before the institution of this action Plaintiff and Defendant had business transactions between them and they agreed to the resulting balance.
4. Plaintiff rendered a statement of it to Defendant, a copy being attached and incorporated herein by reference, and Defendant did not object to the statement.
5. Defendant owes Plaintiff \$11,292.15 on the account.

WHEREFORE, Plaintiff demands judgment for damages and costs against Defendant.

COUNT II - UNJUST ENRICHMENT

6. Plaintiff realleges paragraphs 1, 2 and 4 and incorporates the same herein by reference.
7. Before the institution of this action Plaintiff established a credit account in the name of the Defendant.
8. Defendant used the credit account.
9. Defendant knowingly and voluntarily received and accepted a benefit which is the use of the credit account.

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10. Defendant retained the benefit of the use of the credit account without paying for the benefit.

11. It would be inequitable to allow Defendant to retain the benefit of the use of the credit account without paying to Plaintiff the value of that benefit.

12. Defendant is liable to Plaintiff in the amount of the value of the use of the credit account which totals \$11,292.15.

WHEREFORE, Plaintiff demands judgment for damages and costs against Defendant.

DEBSKI & ASSOCIATES, P.A.

BY: \_\_\_\_\_

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Florida Bar #084840

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**EVAN S GUTMAN**

Member Since 2010 Account number ending in: [REDACTED]  
 Billing Period: **05/18/19-06/19/19**

[www.citicards.com](http://www.citicards.com)

**Customer Service 1-800-823-4086**

TTY-hearing-impaired services only 1-800-325-2865  
 BOX 6500 SIOUX FALLS, SD 57117

**JUNE STATEMENT**

**Minimum payment due:** \$11,292.15  
**New balance as of 06/19/19:** \$11,292.15  
**Payment due date:** 07/15/19

See the back of this statement for important information about how to avoid paying interest on purchases.

**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 \$39 and your APRs may be increased up to the Penalty APR of 29.99%.

**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	1 month(s)	\$11,292

For information about credit counseling services, call 1-877-337-8188.

**Account Summary**

Previous balance \$11,137.67  
 Payments -\$0.00  
 Credits -\$0.00  
 Purchases +\$0.00  
 Cash advances +\$0.00  
 Fees +\$0.00  
 Interest +\$154.48

**New balance \$11,292.15**

**Credit Limit**

Credit limit \$10,000  
 Includes \$3,000 cash advance limit

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**Savings Spotlight**



Your Diamond Preferred Lifetime Savings:

**\$269.41**

See page 3 to view your Savings Summary.

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:  
 Text 'App15' to MyCiti (692484)  
 or go to your device's app store.  
 Or visit [www.citicards.com](http://www.citicards.com)

**Minimum payment due \$11,292.15**

**New balance \$11,292.15**

**Payment due date 07/15/19**

**Amount enclosed:**

Account number ending in [REDACTED]

000000 MC 32 A 0

EVAN S GUTMAN  
 1675 NW 4TH AVE  
 APT 511  
 BOCA RATON FL 33432-3505

CITI CARDS  
 PO BOX 9001037  
 Louisville, KY 40290-1037



EVAN S GUTMAN

TTY-hearing-impaired services only 1-800-325-2865

**Account Summary**

Trans. date	Post date	Description	Amount
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**Fees charged**

Total fees charged in this billing period **\$0.00**

**Interest charged**

Date	Description	Amount
06/19	INTEREST CHARGED TO STANDARD PURCH	\$154.48

Total interest charged in this billing period **\$154.48**

**2019 totals year-to-date**

Total fees charged in 2019	<b>\$193.00</b>
Total interest charged in 2019	<b>\$818.97</b>

**Interest charge calculation**

Days in billing cycle: **33**

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

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	15.24% (V)	\$11,212.39 (D)	\$154.48
<b>ADVANCES</b>			
Standard Adv	27.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

**Account messages**

**SAVINGS SPOTLIGHT DETAILS**

**INTEREST:** If you have promotional balances on your account, we have estimated your savings. This savings is the difference between the interest that was assessed against the promotional balances using the promotional APRs and the estimated interest that would have been assessed against these same balances using the Enhanced Purchase APRs. This savings amount does not include any balance transfer fees. This savings is from your billing period covered by this statement.

**CITI EASY DEALS:** If you made a purchase on Citi Easy Deals, your savings is the difference between the retail price and the price you paid. This savings is from the prior calendar month.

**CITI PRICE REWIND:** If you received a Citi Price Rewind refund, savings is the refunded amount. This savings is from the prior calendar month.

**CITI DIAMOND PREFERRED LIFETIME SAVINGS:** The savings from interest, Citi Easy Deals and Citi Price Rewind since you became a Citi Diamond Preferred cardmember. This savings amount does not include any balance transfer fees.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 07/08/2019 to allow enough time for regular mail to reach us.

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**Savings Spotlight**  
Your Citi® Diamond Preferred® Savings Summary

**Citi Diamond Preferred Lifetime Savings**

■ Interest: **\$269.41**

**CITI DIAMOND PREFERRED LIFETIME SAVINGS \$269.41**

**See Account Messages for more information about Savings Spotlight**