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12 TD BANK USA, N.A., AS SUCCESSOR IN INTEREST TO TARGET NATIONAL BANK

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF KERN, RIDGECREST BRANCH**

15 TD BANK USA, N.A., AS SUCCESSOR IN
16 INTEREST TO TARGET NATIONAL
17 BANK,
18
19 Plaintiff,
20
21 v.
22 ERIC A BRUEN,
23 and DOES 1 through 15, inclusive,
24
25 Defendant(s).

Case No. RCL-21-000150

**PLAINTIFF'S DECLARATION /
AFFIDAVIT IN SUPPORT OF DEFAULT
JUDGMENT [C.C.P. §585 (d)]**

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TD BANK USA, N.A.
(as successor in interest to Target National Bank)

PLAINTIFF

vs.

ERIC A BRUEN

DEFENDANT(S)

AFFIDAVIT

State of Minnesota)
) SS.
County of Hennepin)

I, Morgan Lindenfelser, being first duly sworn, depose and say:

1. My name is Morgan Lindenfelser. I serve as a custodian of records for Target Enterprise, Inc. ("TEI") and am duly authorized by Plaintiff TD Bank USA, N.A. ("TD Bank USA") to make the following representations.

2. ERIC A BRUEN's credit-card account was originated by Target National Bank. Plaintiff TD Bank USA has acquired all rights to the credit-card account and all obligations owing on the account. A true and correct copy of the Assignment and Assumption Agreement by and between Target National Bank, Target Receivables LLC, and TD Bank USA, N.A., dated March 13, 2013, is attached to this affidavit as Exhibit A. Plaintiff TD Bank USA has not sold, assigned, or otherwise transferred the account, and is the only entity with a right to collect the balance due on the account. TEI serviced and maintained the business records including the account information for Target National Bank and continues to service and maintain the business records, including the account information on behalf of Plaintiff TD Bank USA.

3. I make this affidavit in support of Plaintiff TD Bank USA's claim in this matter. I am an adult (having reached the age of majority) and competent to testify to the matters in this affidavit, which I make upon personal knowledge of the business records.

4. I am familiar with the manner and method by which TEI maintains business records for the credit-card accounts. My responsibilities include researching business records, including electronically stored information relating to credit-card accounts, in connection with collections and collection-related litigation. My testimony in this affidavit is based on that research, which may include a computerized analysis or comparison of electronically stored information by means of a system with which I am familiar.

5. Plaintiff electronically stores original documents and save them as electronic/computerized documents for preservation. The documents provided are true and correct copies of those stored. Plaintiff requests that they be accepted in lieu of originals.

6. I have reviewed the records and documents relating to ERIC A BRUEN's account. These records and documents referenced herein were made at or near the time of the events recorded, and are maintained in the ordinary course of business at or near the time of the events to which they relate.

7. Upon my personal review of ERIC A BRUEN's account, the business records reflect that:

- (a) ERIC A BRUEN is an adult (having reached the age of majority) and neither Plaintiff TD Bank USA nor TEI has been notified that ERIC A BRUEN is not competent to enter into a binding contract;
- (b) On 11/20/2012, ERIC A BRUEN opened a credit-card account with Target National Bank, predecessor-in-interest to Plaintiff TD Bank USA, and the account has an account number ending in 9487;
- (c) ERIC A BRUEN charged purchases and/or cash advances to that account;
- (d) A payment on ERIC A BRUEN's credit-card account was last received in the amount of \$ 50.00 on 9 / 23 / 2020.
- (e) ERIC A BRUEN has breached its contract and the credit-card account is in default. On 04/19/21 the credit-card account was charged-off. On the date the credit-card account was charged-off, the account balance was \$2,758.84; and
- (f) As of the date of this affidavit, ERIC A BRUEN is indebted to Plaintiff TD Bank USA owing a balance of \$2,758.84 in connection with the credit-card account, which balance is overdue and unpaid. This balance does not consist of any late fees applied after the date the account was charged-off and Plaintiff TD Bank USA is not seeking any attorney's fees. Plaintiff TD Bank USA is the successor-in-interest to the originator and is the current owner of the credit-card account and has not re-assigned, extinguished, or released the debt. There has been no accord and satisfaction, and there are no credits for unapplied payment or any set-offs which would reduce the balance owed by ERIC A BRUEN. This claim is not based, directly or indirectly, upon the sale of a chattel which has been repossessed peaceably or by legal process.
- (g) I have personally reviewed the statements and declare that the ERIC A BRUEN did not dispute the balance on the most recent billing statement that was sent to the ERIC A BRUEN.

I solemnly affirm, under penalty of perjury upon my personal knowledge and based on my review of the business records of TEI as servicer for Plaintiff TD Bank USA, that the contents of the foregoing affidavit are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Morgan Lindenfeser

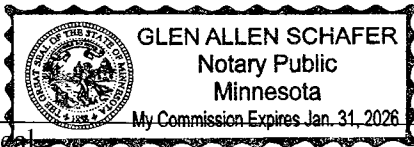
Name: Morgan Lindenfeser
Custodian of Records
Target Enterprise, Inc.

11-8-21

Date

The foregoing was sworn to before me and subscribed in my presence this 8 day of

NOVEMBER, 2021.



Seal

Glen Allen Schafner
Notary Public

My commission expires on 1/31/26.

LNOM

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of March 13, 2013 (the "Assignment and Assumption") is entered into by (i) Target National Bank, a national banking association; Target Receivables LLC, a Minnesota limited liability company ("TRLLC") and together with Target National Bank, the "Sellers," and each a "Seller"), as the Sellers, and TD Bank USA, N.A., a national banking association (the "Purchaser"), as the Purchaser, pursuant to subsection 3.1(b) of the Purchase and Sale Agreement, dated as of October 22, 2012, as amended by the First Amendment thereto, dated as of March 13, 2013 (as amended, the "Purchase and Sale Agreement"), by and among the Sellers, Target Corporation, a Minnesota corporation (the "Parent") and the Purchaser, and (ii) Target National Bank, as the depositee (in such capacity, the "Depositee") and the Parent, as the depositor (in such capacity, the "Depositor") as parties to the Deposit Account Agreement #1 and Deposit Account Agreement #2, each dated as of April 28, 2009 (collectively, the "Deposit Account Agreement"), pursuant to subsection 3.1(d) of the Purchase and Sale Agreement.

Section 1. Definitions.

Capitalized terms used but not defined in this Assignment and Assumption have the same meaning as set forth in the Purchase and Sale Agreement, or if such term is not defined therein, the Credit Card Program Agreement (the "Credit Card Program Agreement"), dated as of October 22, 2012, by and among the Parent, Target Enterprise, Inc., a Minnesota corporation and the Purchaser.

Section 2. Assignment.(a) Purchase Agreement.

(i) The Sellers hereby sell, convey and assign to the Purchaser, free and clear of all Liens, the Acquired Assets, including, without limitation, each Private Label Account and Co-Branded Account owned by Target National Bank as of the Cut-Off Time and existing as of the Closing Date, including Closed Accounts and Written-Off Accounts as of the Closing Date (the "Accounts").

(ii) All purchases and cash advances in connection with the Accounts and the Cardholder Indebtedness related to such Accounts outstanding as of the Closing Date or thereafter effected shall create the relationship of debtor and creditor between the Cardholder and the Purchaser, respectively.

(iii) The Sellers acknowledge and agree that, following the Closing Date, (x) they shall have no right, title or interest in or to, any of the Accounts or the Account Documentation related to such Accounts or any

proceeds of the foregoing, and (y) the Purchaser shall extend credit directly to Cardholders.

(b) Deposit Account Agreement.

(i) The Depositee hereby transfers and assigns to the Purchaser all of its rights and obligations under the Deposit Account Agreement, including all deposit Liabilities currently outstanding.

(ii) On the Closing Date, the Depositee hereby pays to the Purchaser an amount equal to the Deposit Liabilities held by the Depositee for the Depositor, as estimated per subsection 3.1(d)(i) of the Purchase and Sale Agreement (which payment shall be made by a deduction from the Purchase Price and is subject to final adjustment as provided in subsection 3.1(d) of the Purchase and Sale Agreement).

(iii) The Depositor and Depositee agree to terminate those two certain Pledge and Security Agreements, each dated as of April 28, 2009, and the pledges therein.

(iv) The Depositor and Depositee agree that notwithstanding any other provision of the Deposit Account Agreement, no interest shall accrue thereunder on or after the Closing Date.

Section 3. Assumption.

(a) Purchase Agreement.

(i) The Purchaser hereby assumes and shall pay, defend, discharge and perform as and when due the Assumed Liabilities upon the terms and conditions set forth in the Purchase and Sale Agreement. For greater certainty, the Purchaser will not be assuming or agreeing to pay, defend, discharge and perform the Excluded Liabilities.

(ii) The Purchaser hereby agrees to purchase all the Acquired Assets and on and after the Closing Date, the Purchaser shall be the sole and exclusive owner of the Accounts and other Acquired Assets, and shall have all rights, powers, and privileges with respect thereto as such owner.

(iii) Except as expressly provided in the Credit Card Program Agreement, the Purchaser shall be entitled to (x) receive all payments made by Cardholders on Accounts, and (y) retain for its account all Cardholder Indebtedness related to Accounts and such other fees and income authorized by the Credit Card Agreements and collected by the Purchaser with respect to the Accounts and the Cardholder Indebtedness related to such Accounts.

(b) Deposit Account Agreement.

(i) The Purchaser hereby assumes all rights and obligations of the Depositee under the Deposit Account Agreement, including all deposit Liabilities thereunder to the extent outstanding as of the Closing Date, as set forth in the Purchase and Sale Agreement.

(ii) On the Business Day following the Closing Date, the Purchaser hereby agrees to pay the amount of such deposit Liabilities assumed, as estimated per subsection 3.1(d) of the Purchase and Sale Agreement, to the Depositor.

Section 4. Credit Card Program Agreement.

The terms of the operation of the Program with respect to the Acquired Assets and Assumed Liabilities will be subject to the terms and conditions of the Credit Card Program Agreement. The Parent and/or its Affiliate(s) and the Purchaser shall have the rights set forth in the Credit Card Program Agreement in accordance with the terms thereof.

Section 5. Counterparts.

This Assignment and Assumption may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 7. Severability.

In case any provision in this Assignment and Assumption shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

Section 8. Governing Law.

THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

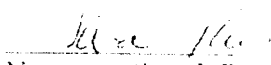
Section 9. Effective Date.

This Assignment and Assumption shall become effective as of the day and year first above written.


[REMAINDER OF THE PAGE BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed by their respective officers as of the day and year first above written.


TARGET CORPORATION,
as the Parent and as the Depositor

By: 
Name: Sara J. Ross
Title: Assistant Treasurer


TARGET RECEIVABLES LLC, as a Seller

By: 
Name: Sara J. Ross
Title: Vice President and Assistant Treasurer

TARGET NATIONAL BANK,
as a Seller and the Depositee

By: 
Name: Spencer Johnson
Title: Vice President

TD BANK USA, N.A., as the Purchaser

By: 
Name: Michael Collins
Title: President and CEO



00000

REDcard Ending in: 9487

Account Identification Number: 00045522291
ERIC A BRUEN

Statement Closing Date: **April 19, 2021**
Page 1 of 2

Summary of Account Activity

Previous Balance	\$2,719.84
Payments and Other Credits	-\$0.00
Purchases and Other Debits	+\$0.00
Cash Advances	+\$0.00
Past Due Amount	\$728.00
Fees Charged	+\$39.00
Interest Charged	+\$0.00

New Balance \$2,758.84

Total Credit Limit	\$0.00
Cash Limit	\$0.00
Available Credit	\$0.00
Portion Available for Cash	\$0.00

The Cash Limit is a portion of the Total Credit Limit

Statement Closing Date 4/19/2021
Days in Billing Cycle 31

Payment Information

New Balance	\$2,758.84
Minimum Payment Due	\$2,758.84
Payment Due Date	5/16/2021

If you would like information about credit counseling services, call 1-800-991-8433.

For questions, an address change or to report a lost or stolen card, go online or call us:

Manage My REDcard	Target.com/myREDcard
Target Card Services	1-800-424-6888
TDD/TDY	1-800-347-5842
Outside the U.S.	1-612-815-9922 (Call Collect)

Calling will not preserve your billing-error rights

Important Messages

Your account has been charged off. This is your final statement. New York City Residents: Please call us at 800-757-0094 to record your language preference.

Transactions

Trans Date	Description of Transaction or Credit	Location	Amount
Payments And Other Credits			
No payments or credits were received last month.			
Fees			
Apr. 16	LATE PAYMENT FEE		\$39.00
TOTAL FEES FOR THIS PERIOD			\$39.00
(transactions continued on next page)			

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



INCLUDE THIS PORTION WITH YOUR PAYMENT MADE PAYABLE TO TARGET CARD SERVICES



Account Number Ending in	9487
Account Identification Number	00045522291
New Balance	\$2,758.84
Minimum Payment Due	\$2,758.84
Payment Due Date	May 16, 2021

Amount Enclosed \$

NEW PHONE, HOME OR E-MAIL ADDRESS? PLEASE UPDATE ON REVERSE SIDE.

TARGET CARD SERVICES
P.O. BOX 660170
DALLAS TX 75266-0170



OFFICE COPY

ERIC A BRUEN
208 BARBARA AVE
RIDGECREST CA 93555-6321



400050027588402758849077700045522291571



00000

REDcard Ending in: 9487

Account Identification Number: 00045522291

ERIC A BRUEN

Statement Closing Date: **April 19, 2021**

Page 2 of 2

Transactions (cont.)

2021 Totals Year-to-Date	
Total fees charged in 2021	\$156.00
Total interest charged in 2021	\$145.16

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	0.00%	\$2,724.87	\$0.00
Cash Advances	0.00%	\$0.00	\$0.00

There is a Minimum Charge of \$1.00 for any billing period in which an interest charge is imposed.

Special Announcements and Exclusive Offers

Go Paperless and more!

Go paperless, easily make payments, and set up alerts for your account with Manage My REDcard! Enroll today at [Target.com/myREDcard](https://www.target.com/myREDcard).