

FOR COURT USE ONLY

ATTORNEY FOR PART WITHOUT ATTORNEY Name, State Bar Number, and Address

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BUSINESS ADDRESS (OPTIONAL)

ATTORNEY FOR PLAINTIFF Plaintiff, Unifund CCR Partners

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS 8303 NO. HAVEN AVENUE

CITY AND ADDRESS

CITY AND ZIP CODE Rancho Cucamonga, CA 91730

COURT NAME Civil Division

PLAINTIFF: Unifund CCR Partners, a partnership doing business in California  
 DEFENDANT: DONNA [redacted], an individual, and Does 1-100, inclusive

DOES 1 TO 100

**CONTRACT**

- COMPLAINT  AMENDED COMPLAINT (Number):  
 CROSS-COMPLAINT  AMENDED CROSS-COMPLAINT (Number)

Jurisdiction (check all that apply):

- ACTION IS A LIMITED CIVIL CASE  
 Amount demanded  does not exceed \$10,000  
 exceeds \$10,000 but does not exceed \$25,000  
 ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint  
 from limited to unlimited  
 from unlimited to limited

CASE NUMBER

1/20/98

- Plaintiff (name or names): Unifund CCR Partners a partnership doing business in California  
 alleges causes of action against defendant\* (name or names): DONNA an individual
- This pleading, including attachments and exhibits, consists of the following number of pages: 4
- Each plaintiff named above is a competent adult
    - except plaintiff (name): Unifund CCR Partners
      - a corporation qualified to do business in California
      - an unincorporated entity (describe): Unifund CCR Partners a partnership doing business in California
      - other (specify):
    - Plaintiff (name):
      - has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
      - has complied with all licensing requirements as a licensed (specify):
    - Information about additional plaintiffs who are not competent adults is shown in Attachment 3c
- Each defendant named above is a natural person
  - except defendant (name):
    - a business organization, form unknown
    - a corporation
    - an unincorporated entity (describe)
    - a public entity (describe)
    - other (specify):
  - except defendant (name):
    - a business organization, form unknown
    - a corporation
    - an unincorporated entity (describe)
    - a public entity (describe)
    - other (specify):

\* If this form is used as a cross-complaint, plaintiff may file a complaint and any defendant may file a cross-complaint.



4. (Continued)

- b. The true names of defendants sued as Does are unknown to plaintiff
  - (1)  Do defendants (specify Do# numbers): 1-50 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
  - (2)  Do defendants (specify Do# numbers): 51-100 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 \$ 6,871.17
- b.  interest on the damages
  - (1)  according to proof
  - (2)  at the rate of (specify) 10.00 percent per year from (date) 12/30/2005
- c.  attorney's fees
  - (1)  of \$ 800.00
  - (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: 1/11/07  
 Matthew W. Quall, Esq. # 183759  
 Mark A. Vogt, Esq. # 240949

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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

First

## CAUSE OF ACTION – Breach of Contract

(number)

ATTACHMENT TO  Complaint  Cross – Complaint

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

BC-1 Plaintiff (name): Un fund CCR Partners a partnership doing business in California alleges that on or about (date): 03/16/2004  
 a  written  oral  other (specify):  
 agreement was made between (name parties to agreement) Bank One, whose credit card was issued under the name of FIRST USA BANK NA, and DONNA  
 A copy of the agreement is attached as Exhibit A, or  
 The essential terms of the agreement  are stated in Attachment BC-1  are as follows (specify):  
 DONNA (Defendant) opened a credit card account with Bank One whose credit card was issued under the name of FIRST USA BANK NA, Account Number 4266. Defendant agreed in writing that in consideration for the extension of credit by FIRST USA BANK NA, Defendant would make monthly payments to retire the debt incurred by Defendant on the credit card. In an action to collect on said debt, the prevailing party would be entitled to attorney's fees and costs of suit. Plaintiff, Unfund CCR Partners was thereafter assigned the contract between FIRST USA BANK NA and Defendant, and all of the rights afforded FIRST USA BANK NA under said contract.

BC-2 On or about (date), within the last four (4) years defendant breached the agreement by  the acts specified in Attachment BC-2  the following acts (specify):  
 Failing to remit payment to retire the outstanding balance on this credit card, Account Number: 4266 and/or to make monthly installment payments on interest and/or the outstanding balance in minimum requested amounts.

BC-3 Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4 Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement  
 as stated in Attachment BC-4  as follows (specify):  
 Plaintiff has suffered damages as a result of Defendant's default, failure and refusal to remit the outstanding balance on the credit card. There remains an outstanding balance on the account of \$6,871.17. To date, interest accrued totals \$1,263.22 (which is calculated at the statutory rate of 10% per annum from the date the debt was charged off by the original creditor). -- 1,319.22

BC-5.  Plaintiff is entitled to attorney fees by an agreement or a statute  
 of \$ 800.00  
 according to proof

BC-6.  Other.

Second

## CAUSE OF ACTION – Common Counts

ATTACHMENT TO  Complaint  Cross-Complaint

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

CC-1 Plaintiff (name): Unifund CCR Partners a partnership doing business in California alleges that defendant (name): DONNA 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 loaned 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 \$
    - 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):

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CC-2 \$ 8,871.17, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest:  according to proof  at the rate of 10.00 percent per year from (date). 12/30/2005

CC-3.  Plaintiff is entitled to attorney fees by an agreement or a statute
 

- of \$ 800.00
- according to proof

CC-4  Other