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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CERRITOS DISTRICT

2009

7 Refer to File Number
8
9 Attorneys for Plaintiff

BY _____ DEPUTY

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN BERNARDINO

12 LVNV FUNDING, LLC
13 Plaintiff,

14 vs.

15 DARLA ; DOES 1 - 100,
16 Defendants.

CASE NO. CVPS

COMPLAINT FOR MONEY:

1. Breach of Contract
2. Open Book Account
3. Account Stated
4. Unjust Enrichment

17 DEMAND (\$3,874.80)

18 FIRST CAUSE OF ACTION

19 (Breach of Contract)

20 1 At all times mentioned herein, Plaintiff was, and now is a corporation duly organized and
21 existing under and by virtue of the laws of the state of its incorporation.

22 2 The true names and capacities of Defendants. DOES 1-100, inclusive, are unknown to
23 Plaintiff at this time, who therefore sues said Defendants by such fictitious names.

24 3 Plaintiff is informed and believes, and thereon alleges, that each Defendant named as a DOE
25 is responsible for each and every obligation hereinafter set forth.

26 4 Plaintiff is informed and believes, and thereon alleges, that each Defendant named in this
27 Complaint, was at all times herein mentioned, and now is, the agent and employee of each of the other
28 Defendants herein, and was at all such times acting within the course and scope of said agency and

1 employment.

2 3 The obligation hereinafter referred to was entered into and is payable in the above-cited
3 Judicial District.

4 6 SEARS (hereinafter referred to as "Lender") and DARLA (hereinafter
5 referred to as "Defendant") entered into a contract for credit card services (hereinafter referred to as
6 "Agreement").

7 7 Therefore and thereafter, Lender assigned all rights, title and interest in and to said
8 Agreement to LVNV FUNDING, LLC (hereinafter referred to as "Plaintiff").

9 8 Therefore and thereafter, Lender and Plaintiff performed, or were excused from
10 performing all of the terms and conditions of the Agreement required to be performed by Plaintiff and
11 Lender. Defendants breached the terms of the Agreement as set forth herein below.

12 9 Within four years last past, Defendant failed to make monthly payment then due and owing.
13 Defendant has failed to make any further payments pursuant to the Agreement.

14 10 Therefore, there is now due, owing and unpaid from Defendants to Plaintiff the total sum
15 of \$3,874.80, together with \$1,153.80 interest, plus interest thereon at the rate of 10% per annum from
16 April 6, 2009 to the present.

17 11 The Agreement also provides for the payment of reasonable attorney's fees should legal
18 action be instituted to enforce the payment thereof. Plaintiff has retained the MENDELSON LAW
19 GROUP for the purpose of this action and is therefore entitled to reasonable attorney's fees as determined
20 by the Court.

21 **SECOND CAUSE OF ACTION**
22 **(Open Book Account)**

23 12 Plaintiff refers paragraphs 1-4 of its First Cause of Action and incorporates the same herein
24 as though set forth in full.

25 13 Within four years last past, Plaintiff furnished to Defendants, and each of them, at their
26 special instance and request, on an open book account, monies at the agreed value of \$3,874.80.

27 14 No part of said sum has been paid, although demand therefore has been made, and there is

1 now due, owing and unpaid from Defendants, and each of them, to Plaintiff, the sum of \$3,874.80 together
2 with interest thereon at the rate of ten percent (10%) per annum from April 6, 2009 to the present.

3 15 Plaintiff further requests reasonable attorney's fees pursuant to Civil Code § 1717.5.

4 THIRD CAUSE OF ACTION

5 (Account Stated)

6 16 Plaintiff refers to paragraphs 1-4 of its First Cause of Action and incorporates the same
7 herein as though set forth in full.

8 17 Within four years last past, an account was stated by and between Plaintiff and Defendants
9 wherein it was agreed that said Defendants were indebted to Plaintiff in the sum of \$3,874.80.

10 18 No part of said sum has been paid, although demand, therefore, has been made and there
11 is now due, owing and unpaid from Defendants to Plaintiff, the sum of \$3,874.80, together with interest
12 thereon at the rate of ten percent (10%) per annum from April 6, 2009 to the present.

13 FOURTH CAUSE OF ACTION

14 (Unjust Enrichment)

15 19 Plaintiff refers paragraphs 1-4 of its First Cause of Action and incorporates the same herein
16 as though set forth in full.

17 20 Defendants, and each of them, have received the benefits of Plaintiff's monies as set forth
18 above.

19 21 In furnishing said monies as aforesaid, Plaintiff was not acting as a volunteer, and
20 Defendants, and each of them, have accepted the benefits of that which the Plaintiff has furnished without
21 paying therefor.

22 22 Said Defendants, and each of them, have been unjustly enriched and further, it would be
23 inequitable for said Defendants, and each of them, to be allowed to retain the benefits of Plaintiff's actions
24 without being ordered to pay the sum of \$3,874.80 together with interest thereon at the rate of ten percent
25 (10%) per annum from April 6, 2009 to the present.

1
2 WHEREFORE, Plaintiff prays Judgment against Defendants, and each of them, as follows:

3
4 AS TO THE FIRST CAUSE OF ACTION:

- 5 1 For the principal sum of \$3,874.80;
6 2 Plus \$1,153.80 interest;
7 3 Plus interest thereon at the rate of 10% per annum from April 6, 2009;
8 4 For reasonable attorney's fees;

9 AS TO THE SECOND CAUSE OF ACTION:

- 10 5 For the principal sum of \$3,874.80;
11 6 For interest thereon at the rate of ten percent (10%) per annum from April
12 7 For reasonable attorney's fees pursuant to Civil Code § 1717.5.

13 AS TO THE THIRD AND FOURTH CAUSES OF ACTION:

- 14 8 For the principal sum of \$3,874.80;
15 9 For interest thereon at the rate of ten percent (10%) per annum from April
16 6, 2009;

17 AS TO ALL CAUSES OF ACTION:

- 18 10 For costs of suit incurred herein;
19 11 For such other and further relief as the Court may deem just and proper.

20 DATED: _____, 2009

21 MENDELSON LAW GROUP

22
23 By THE M. MENDELSON
Attorneys for Plaintiff