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FILED D.D.
LOS ANGELES SUPERIOR COURT

1 ALAINE PATIL-JELSVIK/SBN 194748
2 ASSOCIATE GENERAL COUNSEL
3 PERSOLVE, LLC
4 28470 Avenue Stanford, Suite 215
5 Valencia, California 91355
6 (661) 705-3600; (661) 705-3637 (FAX)
7 Refer to File Number:
8 Attorneys for Plaintiff
9 PERSOLVE, LLC

JOHN A. CLARKE, CLERK
CITY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

COURTHOUSE (LIMITED CIVIL)

11 PERSOLVE, LLC, a limited liability company;
12 Plaintiff,
13 vs.
14 [redacted], an individual; and DOES
15 I-100, inclusive.
16 Defendants.

CASE NO. 06
COMPLAINT FOR MONEY BASED
ON:
1) Breach of Contract;
2) Money Lent;
3) Indebtedness; and
4) Account Stated.
Damages Claimed: \$10,419.57

ENTERED ON LINE

Plaintiff PERSOLVE, LLC ("Plaintiff") complains and alleges and follows;

FIRST CAUSE OF ACTION

(Breach of Written Contract Against Defendant [redacted] and DOES I-50)

1. At all times mentioned herein Plaintiff was, and is, a limited liability company, formed and maintained under and pursuant to the laws of the State of Delaware, duly authorized to conduct business in California and is the successor-in-interest to MARYLAND NATIONAL (hereinafter collectively referred to as "Plaintiff").

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2. The true names and capacities of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that each Defendant named as a DOES is responsible for each and every obligation hereinafter set forth.

3. Plaintiff is informed and believes, and thereon alleges, that each Defendant named in this Complaint, was at all times herein mentioned, and now is, the agent and employee of each of the other Defendants herein, and was at all such times acting within the course and scope of said agency and employment. Plaintiff alleges that the Defendants, or some of them, reside in the above-cited Judicial District and that Plaintiff has complied with the provisions of Civil Code § 2984.4.

4. Defendant, _____, an individual (hereinafter "Defendant"), executed and delivered to MARYLAND NATIONAL (hereinafter "Plaintiff's Assignor") a written agreement, the material terms of which established a credit account with Plaintiff Assignor (the "Agreement"). Plaintiff's Assignor thereafter advanced funds to _____ pursuant to the terms of the Agreement.

5. Therefore and thereafter, the Agreement was assigned to Plaintiff and Plaintiff and/or Plaintiff's Assignor dully performed or were excused from performing all terms and conditions of said Agreement on their part to be performed.

6. _____ is in default as he/she has failed to make timely payments pursuant to the terms of the Agreement. As a result thereof, _____, indebted to Plaintiff in the sum of \$10,419.57 together with interest thereon at a rate according to proof at the time of trial.

7. The Agreement provides for payment of reasonable attorney's fees in the event suit is instituted to enforce the provisions thereof. Plaintiff has retained an attorney to prosecute this action, and is therefore entitled to reasonable attorneys' fees according to proof at the time of trial.

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SECOND CAUSE OF ACTION**(Money Lent Against All Defendants)**

8. Plaintiff repeats, re-alleges and incorporates herein by reference the allegations for paragraphs 1 through 3, inclusive, as though set forth at length herein.

9. Within four years last past, Defendant _____ became indebted to Plaintiff in the sum of \$10,419.57 for monies paid, lent and expended for and at his/her instance and request.

10. No part of said sum has been paid, although demand therefor has been made, and there is now due, owing and unpaid from Defendant to Plaintiff, the sum of \$10,419.57, together with interest at ten percent (10%) per annum from the date of default.

THIRD CAUSE OF ACTION**(Indebtedness Against All Defendants)**

11. Plaintiff repeats, re-alleges and incorporates herein by reference the allegations of Paragraphs 1 through 3, inclusive, as though set forth at length herein.

12. _____ is indebted to Plaintiff in the sum of \$10,419.57 together with interest thereon at the rate of ten percent (10%) per annum from the date of default.

FOURTH CAUSE OF ACTION**(Account Stated Against All Defendants)**

13. Plaintiff repeats, re-alleges and incorporates herein by this reference all allegations set forth in paragraphs 1 through 7 inclusive, as though set forth at length herein.

14. Within four years last past, an account was stated by and between Plaintiff and _____ wherein it was agreed that _____ was indebted to Plaintiff in the sum of \$10,419.57.

15. No part of said sum has been paid, although demand therefor has been made and there is now due, owing and unpaid from _____ to Plaintiff the sum of \$10,419.57 together with interest thereon at the rate of ten percent (10%) per annum according to proof at the time of trial.

1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

2 AS TO THE FIRST CAUSE OF ACTION:

- 3 1. For the principal sum of \$10,419.57;
- 4 2. For interest thereon in a rate according to proof at the time of trial;
- 5 3. For reasonable attorney's fees;

6 AS TO THE SECOND, THIRD AND FOURTH CAUSES OF ACTION:

- 7 4. For the principal sum of \$10,419.57;
- 8 5. For interest at the rate of ten percent (10%) per annum according to proof at the time of trial;

9 AS TO ALL CAUSES OF ACTION:

- 10 6. For costs of suit incurred herein, including reasonable attorneys' fees allowed by law; and
- 11 7. For such other and further relief as the Court may deem just and proper.

12 DATED: July 28, 2006

13 PERSOLVE, LLC

14 By: _____

15 ALAINE PÄTTI-JELSVIK

16 Associate General Counsel for Plaintiff

17 D. PersolveCase0007CA

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