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2 RESURGENCE FINANCIAL, LLC
3 LEGAL DEPARTMENT
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

09

John A. Clerk, Executive Officer/Clerk
By _____ Deputy

Refer to File Number
Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, DISTRICT
COURTHOUSE

10	RESURGENCE FINANCIAL, LLC,)	CASE NO. 09
11	Plaintiff,)	COMPLAINT FOR MONEY
12	v.)	1. Breach of Contract
13	STEPHEN , and DOES 1 through)	2. Account Stated
14	15 inclusive,)	3. Open Book Account
15	Defendants,)	4. Indebtedness
16)	Limited Jurisdiction
)	[Demand Amount: \$22,892.58]

FIRST CAUSE OF ACTION

(Breach of Contract)

1. At all times mentioned herein, Plaintiff RESURGENCE FINANCIAL, LLC was, and now is a limited liability company, duly organized and existing under and by virtue of the state of its formation and at all times herein and is successor-in-interest of Unifund/CITIBANK SOUTH DAKOTA NA/CITIBANK and is qualified to conduct business in the State of California.

2. The true names and capacities of Defendants, DOES 1 through 15, 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 DOE 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

Rule 3.740 Collections

1 Complaint, was and at all times herein mentioned, and now is, the agent and employee of each of the
2 other Defendants herein, and was at all times acting within the course and scope of said agency and
3 employment.

4 4. Plaintiff alleges that the Defendants, or some of them, reside in the above-cited Judicial
5 District. The obligation sued upon is not commercial in nature and is not subject to the provisions of
6 Civil Code, §2984.4, nor Civil Code, §1812.10.

7 5. Defendants, and each of them, requested a line of credit from CITIBANK SOUTH DAKOTA
8 NA. Thereafter, said request was accepted by CITIBANK SOUTH DAKOTA NA and CITIBANK
9 SOUTH DAKOTA NA extended a line of credit to Defendants. Concurrent with the acceptance of
10 said line of credit, Defendants agreed to comply with the terms and conditions of the Credit Card
11 Agreement (hereinafter "Agreement"). Pursuant to the terms of said Agreement, Defendants promised
12 to pay to CITIBANK SOUTH DAKOTA NA any and all sums requested by Defendants and delivered
13 to Defendants by CITIBANK SOUTH DAKOTA NA, in accordance with the Agreement. Attached
14 hereto as Exhibit "A" is a true and correct copy of said Agreement and is incorporated herein by
15 reference.

16 6. In consideration thereof, Defendants and each of them, agreed to abide by the terms and
17 conditions of said Agreement, and agreed that charges made with the credit privileges extended to
18 them were payable promptly upon rendition of a monthly statement.

19 7. Defendants, and each of them, accepted and used the credit privileges.

20 8. Therefore and thereafter, Plaintiff duly performed or was excused from performing all terms
21 and conditions of said Agreement on its part to be performed.

22 9. Thereafter, CITIBANK SOUTH DAKOTA NA transferred all rights, title and interest in the
23 Exhibit "A" Agreement to Plaintiff's Assignor, Unifund. Thereafter, Unifund transferred all rights,
24 title and interest to the Exhibit "A" Agreement to Resurgence Financial, L.L.C. Attached hereto
25 collectively as Exhibit "B" are true and correct copies of said transfers and are incorporated herein by
26 reference.

27 10. Defendants, and each of them, have breached the terms of the agreement by failing to make the
28 payments as agreed since on or about August 31, 2005, causing damages as set forth herein.

1 11. Although, demand has been made on Defendants, and each of them, for the payment of said
2 sum of \$22,892.58, Defendants have not paid sum, or any part thereof. The balance due and owing
3 is the principal sum of \$22,892.58, together with interest at the statutory rate of 10% per annum from
4 November 15, 2005.

5 **SECOND CAUSE OF ACTION**

6 **(Account Stated)**

7 12. Plaintiff refers to Paragraphs 1 through 11, inclusive of the First Cause of Action, and by this
8 reference incorporates the same herein as though fully set forth.

9 13. Within four years last past, an account was stated by and between Plaintiff and Defendants,
10 wherein it stated that said Defendants, and each of them, were indebted to Plaintiff in the sum of
11 \$22,892.58.

12 14. No part of said sum has been paid, although demand therefore has been made and there is now
13 due, owing and unpaid from Defendants, and each of them, to Plaintiff the sum of \$22,892.58, together
14 with interest thereon at the rate of 10% per annum from November 15, 2005.

15 **THIRD CAUSE OF ACTION**

16 **(Open Book Account)**

17 15. Plaintiff refers to Paragraphs 1 through 11, inclusive of the First Cause of Action, and by this
18 reference incorporates the same herein as though fully set forth.

19 16. Within four years last past, Plaintiff furnished to Defendants, and each of them, at their special
20 insistence and request, on an open book account of the agreed upon value of \$22,892.58.

21 17. No part of said sum has been paid although demand therefore has been made and there is now
22 due, owing and unpaid from said Defendants, and each of them, to Plaintiff the sum of \$22,892.58,
23 together with interest thereon at the rate of 10% per annum from November 15, 2005.

1 **FOURTH CAUSE OF ACTION**

2 **(Indebtedness)**

3 18. Plaintiff refers to Paragraphs 1 through 11, inclusive of the First Cause of Action, and by this
4 reference incorporates the same herein as though fully set forth.

5 19. Defendants, and each of them, are indebted to Plaintiff the sum of \$22,892.58, together with
6 interest thereon at the rate of 10% per annum from November 15, 2005.

7 WHEREFORE, Plaintiff prays for judgment against Defendant, and each of them as follows:

8 **AS TO ALL CAUSES OF ACTION:**

- 9 1. For the principal sum \$22,892.58;
- 10 2. For interest thereon at the statutory rate of 10% per annum from November 15, 2005;
- 11 3. For costs of suit incurred herein; and,
- 12 4. For such other further relief as the Court may deem just and proper.

13 DATED: 2009

14 RESURGENCE FINANCIAL, LLC

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16 By: _____
17 NATHAN A. SEARLES
18 Attorney for Plaintiff
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