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ASSET ACCEPTANCE, LLC assignee of CITIBANK/RADIO SHACK Plaintiff,	SUPERIOR COURT OF NEW JERSEY MORRIS COUNTY LAW DIVISION - SPECIAL CIVIL PART
vs.	DOCKET NO. DC00622305
GILBERT N VILLARRUBIA Defendant.	CIVIL ACTION CONTRACT
	COMPLAINT

NOW COMES Plaintiff, ASSET ACCEPTANCE, LLC, by and through their attorneys, and for its Complaint against the above named Defendant, GILBERT N VILLARRUBIA, with a Social Security Number ending XXX-XX-X969, states to this honorable Court as follows:

THE PARTIES

1.) At all times hereinafter mentioned, Plaintiff was and still is conducting business in the State of New Jersey as a Delaware Limited Liability Company.

2.) Upon information and belief, Defendant resides at 18 LINCOLN AVE DOVER, NJ 07801-3501.

AS AND FOR FIRST CAUSE OF ACTION
(Breach of Contract)

3.) The Defendant hereto entered into a Credit Agreement with Plaintiff's predecessor in interest, CITIBANK/ CITIBANK/RADIO SHACK, bearing account number XXXXXXXXXXXXX-3000 (the "Account"). The Plaintiff thereafter took by assignment from CITIBANK/ CITIBANK/RADIO SHACK the rights, title and interest to receive the monies due pursuant to and in accordance with said Credit Agreement.

4.) Upon information and belief, Plaintiff's predecessor in interest duly performed all conditions on its part under the Credit Agreement.

5.) The Plaintiff thereafter took by assignment all the rights, title and interest to receive the monies due pursuant to and in accordance with the Credit Agreement and is the legal assignee of the original creditor.

6.) Plaintiff owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff, and its affiliates (collectively, "Midland") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying obligation. In doing so, Midland attempts to assess each consumer's willingness to pay, through phone calls, letters, or other means. Midland attempts to exclude consumers from its collection efforts, where Midland believes those consumers are facing extenuating circumstances or hardship that would prevent them from making any payments.

7.) When Midland contacts consumers, it strives to treat consumers with respect, compassion and integrity. Midland works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Midland's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Midland strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.

8.) Despite Midland's efforts to reach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Midland. Those who do are often offered discounts or payment plans that are intended to suit their needs. Midland would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations.

9.) However, the majority of Midland's consumers ignore calls or letters, and some simply refuse to pay their obligations despite an apparent ability to do so. When this happens, Midland must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the Account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

10.) Plaintiff advised Defendant(s), in writing, of said balance due and demanding payment. No payment has been forthcoming.

11.) Defendant defaulted in payment and pursuant to the terms of the Credit Agreement now owe a balance of \$997.82 as of August 31, 2005 no part of which has been paid despite due demand therefore.

12.) Defendant's failure to pay Plaintiff the sum of due and owing on the Account constitutes a breach of contract between Defendant and Plaintiff for which Defendant is liable. Accordingly, \$997.82, plus costs and disbursements of this action is now due and owing by Defendant to Plaintiff.

AS AND FOR A SECOND CAUSE OF ACTION

(Unjust Enrichment)

13.) Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 12 as though fully set forth herein.

14.) Defendant used the Account to make purchases and/or balance transfers. Defendant(s) received the benefit of using the Account to make desired purchases without paying the reasonable value for same.

15.) Defendant has been unjustly enriched by using the Account to make desired purchases without paying the reasonable value for some and, accordingly, the outstanding amount of \$997.82 is immediately due and owing by Defendant to Plaintiff.

AS AND FOR A THIRD CAUSE OF ACTION

(Account Stated)

16.) Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 15 as though fully set forth herein.

17.) Plaintiff rendered to Defendant monthly, full and true accounts of the indebtedness owing by the Defendant resulting from Defendant use of the Account, in an amount as set forth hereinabove.

18.) Defendant received, accepted and retained the Account statements from Plaintiff and made no timely objection of same to Plaintiff.

19.) Accordingly, an account has been stated in favor of Plaintiff and against Defendant in the amount of \$997.82, no part of which has been paid despite due demand therefore.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of \$997.82 together with costs and disbursements of this action, attorneys' fees, and such other further relief as this Court may deem just and proper.

CERTIFICATION PURSUANT TO RULE 4:5-1

Plaintiff, by their attorneys, hereby certify that the matter in controversy is not the subject of any other pending or contemplated judicial or arbitration proceeding. Plaintiff is not currently aware of any other parties that should be joined in the action.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R 1:38-7(b). I understand that if any of the foregoing statements made by me are willfully false I am subject to punishment.

Dated: December 09, 2016

ASSET ACCEPTANCE, LLC

☐ Leonard H. Franco, Jr., Esq., Bar ID 008751999

☒ Amanda Perez, Esq., Bar ID 003772012

☐ Mia Kiritsis, Esq., Bar ID 023022005

Attorneys for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, I am hereby designated as trial counsel for the Plaintiff in this matter.

Dated: December 09, 2016

ASSET ACCEPTANCE, LLC

☐ Leonard H. Franco, Jr., Esq., Bar ID 008751999

☒ Amanda Perez, Esq., Bar ID 003772012

☐ Mia Kiritsis, Esq., Bar ID 023022005

Attorneys for Plaintiff

PLEASE UNDERSTAND THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NJ 0100 File No.: 14-10131