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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

Plaintiff,	, N.A.,	CASE NO.
vs.		
Defendant..		COMPLAINT (Breach of Contract) Claimed Amount \$6,553.43 ORS 21.160(1)(a) SUBJECT TO MANDATORY ARBITRATION

Plaintiff asserts the following claims for relief against Defendant:

1.

Jurisdiction and venue are proper. Plaintiff is a lawfully organized business engaged in interstate commerce. Defendant resides in the county in which this action has been filed.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

2.

Defendant is indebted to Plaintiff for credit extended to Defendant. Under the terms of the agreement between the Plaintiff and Defendant, Defendant acquired merchandise, services, and/or cash advances through the credit provided by the Plaintiff in conjunction with the Defendant credit account ending in . The Plaintiff performed its obligations to Defendant by providing the credit as agreed.

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3.

The Plaintiff provided statements to Defendant, showing all charges, credits, payments, fees and finance charges incurred during each preceding month while Defendant's credit account ("Account") was open. Defendant did not object or otherwise dispute said statements within the time prescribed by 15 U.S.C. § 1666. The Plaintiff and Defendant thereby established a stated balance of Defendant's Account.

4.

Defendant agreed to make payments on the Account. Defendant breached the agreement with the Plaintiff by failing to make all payments as agreed. Such breach of agreement caused the Plaintiff to suffer damages in the amount of \$6,553.43, less any payment made. Upon default by Defendant, the Plaintiff requested full payment of the Account balance.

SECOND CLAIM FOR RELIEF
(Quantum Meruit)

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IN THE ALTERNATIVE, Plaintiff pleads a claim of Quantum Meruit. Plaintiff incorporates into this claim paragraph 1 through 4. Principles of equity also require Defendant to pay for the benefit conferred on Defendant by the Plaintiff's extension of credit. Defendant was fully aware of the benefit received. Under the circumstances, it would be unjust to allow Defendant to retain this benefit without requiring Defendant to pay the value thereof.

WHEREFORE, Plaintiff prays for judgment against Defendant, for the following amounts:

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1. The Account balance of \$6,553.43, less any payments made;
2. Court costs;
3. Any other relief the Court deems just and equitable.
4. Plaintiff does not request attorney's fees.

DATED: March , 2018
