

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY FLORIDA

CASE NO:

PRIDE ACQUISITIONS LLC

Plaintiff,

vs.

VILER P CHERISOL

Defendant.

COMPLAINT

Plaintiff, by and through its undersigned counsel, sues the Defendant VILER P CHERISOL and states the following:

1. Damages in this action exceed \$15,000.00.
2. Defendant resides or regularly conducts business in BROWARD Florida.
3. CHASE BANK USA, N.A. assigned to PRIDE ACQUISITIONS LLC the debt at issue in this matter and all conditions precedent required to bring this action have occurred or have been performed.

COUNT I - ACCOUNT STATED


Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 hereinabove and incorporates the same by reference.

4. Before the institution of this action, Plaintiff or Plaintiff's predecessor in interest and Defendant had business transactions between them wherein the Plaintiff or Plaintiff's predecessor in interest provided goods and/or services to Defendant with the expectation that Defendant would pay for same.
5. Plaintiff or Plaintiff's predecessor in interest rendered to Defendant statement(s), a copy or copies of which is /are attached hereto and incorporated herein as Plaintiff's composite exhibit "A".
6. Defendant received copies of the statements and did not object to the statement(s).
7. The balance due on the attached invoice(s) or statement(s) is \$ 48,371.69. Subsequent to the attached statement(s), debits and/or credits posted to the account were \$ 0.00.
8. Defendant has failed to pay the amount due.
9. Defendant owes the Plaintiff the principal sum of \$ 48,371.69 plus interest in the amount of \$ 8,854.71, costs, plus or minus any payments, or debits or credits posted to the account (if any) for a total of \$ 57,226.40 due as of the date of this lawsuit. This amount is subject to increase due to the ongoing accumulation of interest and/or delinquency fees.

WHEREFORE, Plaintiff, demands judgment against the Defendant for the sum of \$ 48,371.69 plus interest, costs, plus or minus any payments, debits or credits posted to the account (if any).

COUNT II - OPEN ACCOUNT

Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 herein above and incorporates the same by reference.

10. Defendant owes Plaintiff the sum of \$ 48,371.69 according to the attached account as evidenced by Plaintiff's composite exhibit "A". Subsequent to the attached statement(s), debits and/or credits posted to the account were \$ 0.00.

11. Defendant has/have failed to pay the amount due.

12. Defendant owes the Plaintiff the principal sum of \$ 48,371.69 plus interest in the amount of \$ 8,854.71, fees, costs, plus or minus any payments, debits or credits posted to the account (if any) for a total of \$ 57,226.40 due as of the date of this lawsuit. This amount is subject to increase due to the ongoing accumulation of interest and/or delinquency fees.

WHEREFORE, Plaintiff, demands judgment against the Defendant for the sum of \$ 48,371.69 plus interest, costs, plus or minus any payments, debits or credits posted to the account (if any).

COUNT III - MONEY LENT

Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 herein above and incorporates the same by reference.

13. Defendant owes the Plaintiff the principal sum of \$ 48,371.69 plus interest in the amount of \$ 8,854.71, fees, costs, plus or minus any payments, debits or credits posted to the account (if any) for a total of \$ 57,226.40 due as of the date of this lawsuit for money lent Defendant as evidenced by the attached composite exhibit "A". The total amount due is subject to increase due to the ongoing accumulation of interest and/or delinquency fees.

WHEREFORE, Plaintiff, demands judgment against the Defendant for the sum of \$ 48,371.69 plus interest, costs, plus or minus any payments, debits or credits posted to the account (if any).

COUNT IV - QUANTUM MERUIT

Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 hereinabove and incorporates the same by reference.

14. Prior to this action, Plaintiff or Plaintiff's predecessor in interest extended credit, loaned money, or provided goods or services to Defendant.

15. Defendant benefited from extension of credit, money, goods, or services provided Defendant by Plaintiff or Plaintiff's predecessor in interest.

16. Defendant has/have failed to pay Plaintiff or Plaintiff's predecessor in interest for the extension of credit, money, goods, or services.

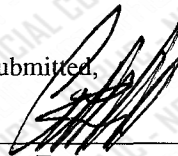
17. It would be inequitable for Defendant to retain the benefit of the extension of credit, money, goods, or services received by Defendant without paying Plaintiff for same.

18. The failure of Defendant to pay the Plaintiff or Plaintiff's predecessor in interest for the extension of credit, money, goods, or services has caused the Defendant to be unjustly enriched at the expense of the Plaintiff.

19. Defendant owes the Plaintiff the principal sum of \$ 48,371.69 plus interest in the amount of \$ 8,854.71, fees, costs, plus or minus any payments, debits or credits posted to the account (if any) for a total of \$ 57,226.40 due as of the date of this lawsuit. This amount is subject to increase due to the ongoing accumulation of interest and/or delinquency fees.

WHEREFORE, Plaintiff, demands judgment against the Defendant for the sum of \$ 48,371.69 plus interest, costs, plus or minus any payments, debits or credits posted to the account (if any).

Respectfully submitted,



Craig B. Sanders, Esq.
Florida Bar #: 0985686
Baker Sanders, LLC f/k/a Baker Sanders Barshay Grossman
Fass Muhlstock & Neuwirth, LLC
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Telephone: 877 (741-7370)
Facsimile: 888 (474-2130)
Mail Address: FLLitigationdepartment@bakersanders.com
Our File No.: 1023081

May 07, 2013

EXHIBIT - A

Payment Due Date New Balance Past Due Amount Minimum Payment

07/22/09 \$48,371.69 \$10,925.00 \$21,033.69

Account number: [REDACTED]

\$ [REDACTED]

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

[REDACTED] 08690210336904837169000000

11439 BEX 9 17809 D
VILER P CHERISOL
6200 S FALLS CIRCLE DR APT 411
LAUDERHILL FL 33319-6933



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑆5000 160 28⑆ 496 28 50 1008690⑈



Statement Date:
05/28/09 - [REDACTED]/09

Manage your account online:
www.chase.com/creditcards

Minimum Payment: \$21,033.69
Payment Due Date: 07/22/09

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY MASTERCARD Account Number: [REDACTED]

Previous Balance	\$47,117.49	Total Credit Line	\$40,000
Purchases, Cash, Debits	+\$39.00	Available Credit	\$0
Finance Charges	+\$1,215.20	Cash Access Line	\$8,000
New Balance	\$48,371.69	Available for Cash	\$0

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/21	LATE FEE	39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
				Due To Periodic Rate				
Purchases	V .08216%	29.99%	\$6,771.82	\$172.48	\$0.00	\$0.00	\$0.00	\$172.48
Cash advances	V .08216%	29.99%	\$12,163.60	\$309.80	\$0.00	\$0.00	\$0.00	\$309.80
Balance transfer	V .08216%	29.99%	\$28,776.22	\$732.92	\$0.00	\$0.00	\$0.00	\$732.92
Total finance charges								\$1,215.20

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____





Zip: _____

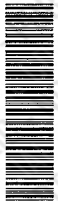
Home Phone: _____

Work Phone: _____

E-mail Address: _____

To contact us regarding your account:

	By Telephone: In U.S. 1-800-945-2000 Español 1-888-449-3308 TDD 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200		Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-5298		Mail Payments to: P.O. Box 15153 Wilmington, DE 19886-5153		Visit Our Website: www.chase.com/creditcards
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Information About Your Account

Crediting of Payments: For payments by regular U.S. mail, send at least your minimum payment due to our Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order, payable in U.S. Dollars, and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 25 by 1:00 p.m. local time at our Payments address on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 1:00 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our Payments address, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for those payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the inquiries address shown on this statement.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payments address shown on this statement.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your account and to limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transaction"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you owe any periodic finance charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction, in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We then add these periodic finance charges to your daily balance to get the beginning balance for the next day. (If more than one daily periodic rate could apply based on the average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day.)

To get your total periodic finance charge for a billing cycle when a daily periodic rate(s) applies, we add all of the daily periodic finance charges for all features. To determine an average daily balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s). If you multiply the average daily balance for each feature by the applicable daily periodic rate, and then multiply each of these results by the number of days in the applicable billing cycle(s), and then add all of the results together, the total will also equal the periodic finance charges for the billing cycle, except for minor variations due to rounding. To get your total periodic finance charge for a billing cycle when a monthly periodic rate(s) applies, multiply the average daily balance for each feature by the applicable monthly periodic rate and add the results together. The total will equal the periodic finance charges for the billing cycle, except for minor variations due to rounding.

Grace Period (at least 20 days): We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There is no grace period for balance transfers, cash advances, check transactions, or overdraft advances.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write Customer Service on a separate sheet at P.O. Box 15299 Wilmington, DE 19850-5299 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information.

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Inquiries address or Customer Service telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.