

SCH-246309-LM

**IN THE COUNTY COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT IN
AND FOR BREVARD COUNTY,
FLORIDA**

**SMALL CLAIMS DIVISION
CASE NO. _____**

**CACH, LLC
Plaintiff,**

vs.

**ROBERT WHITE
Defendant.**

_____ /

STATEMENT OF CLAIM

COMES NOW the Plaintiff, CACH, LLC, by and through its undersigned attorney, sues Defendant ROBERT WHITE, and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in an amount less than or equal to \$5,000.00, exclusive of interest, costs and attorney fees, and comes within the jurisdiction of this Court.
2. Plaintiff is a foreign company licensed to do business in the state of Florida.
3. Defendant ROBERT WHITE is a resident of BREVARD County, Florida.
4. All conditions precedent to the bringing of this action have been performed, have occurred or have been waived.

COUNT I

(BREACH OF CONTRACT)

5. Plaintiff realleges the allegations of paragraph 1-4.

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6. The Defendant and “Original Creditor” HSBC BANK NEVADA, N.A. & ITS AFFILIATES (“Creditor”) entered into an Account Agreement (the “Agreement”) allowing Defendant to receive cash advances and to purchase goods and services at different places which honored the credit account (the “Account”) as issued by Creditor.

7. In connection with Defendant’s Account with Creditor (account number: [REDACTED]), an Account Agreement was sent to Defendant. An exemplary copy of an Original Creditor account agreement is attached hereto and incorporated herein as Exhibit “A.”

8. Defendant obtained cash, products and/or goods and services in accordance with the account agreement, said purchases being at the prices charged.

9. In reliance on the terms and conditions of the agreement, including but not limited to the Defendant promises to repay all charges and debts, the Creditor extended credit and/or issued funds to the Defendant, but the account remains unpaid.

10. By using that credit and/or accepting those funds, and/or by receiving the benefit thereof, the Defendant created a contract with the Creditor based upon the terms and conditions of the agreement.

11. The Plaintiff has purchased the debt incurred under the contract from the Creditor, and now owns and holds all rights relative thereto, as evidenced by a copy of the Bill of Sale and Affidavit attached hereto and incorporated herein as Exhibit “B.” Accordingly, the Plaintiff is lawfully entitled to enforce that contract and receive the full benefit thereof.

12. The Defendant has breached that contract by failing and/or refusing to repay either the full balance due or the minimum monthly payment promised since January 4, 2012.

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13. As a direct and proximate result of the defendant's breach, Plaintiff has suffered damages in the amount of \$ 4,709.79 and is entitled to interest, costs and reasonable attorney fees.

WHEREFORE, Plaintiff demands judgment against the Defendant for the sum of \$ 4,709.79 plus interest, costs, reasonable attorney fees and such other and further relief as the Court may deem just and proper.

COUNT II

(ACCOUNT STATED)

14. Plaintiff incorporates and realleges paragraphs 1-4.

15. In accordance with the transactions made by the Defendant on the Account heretofore mentioned, Plaintiff and Defendant agreed to the resulting balance.

16. Creditor rendered statement(s) of it to the Defendant, a copy is attached hereto and incorporated herein as Exhibit "C," and Defendant did not object to the statement.

17. The Defendant owes the Plaintiff \$ 4,709.79 plus interest and costs.

WHEREFORE, Plaintiff demands judgment against the Defendant for the sum of \$ 4,709.79 plus interest, costs, and such other and further relief as the Court may deem just and proper.

COUNT III

(UNJUST ENRICHMENT)

18. Plaintiff incorporates and realleges paragraphs 1-4.

19. The Creditor has conferred a benefit on Defendant by providing cash advances, products and/or goods and services.

20. The Defendant has knowledge of the benefit and the use thereof by Defendant constitutes an unjust enrichment of Defendant at Plaintiff's expense.

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21. The Defendant has accepted or retained the benefit conferred and the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying fair value for it.

22. As a result of the unjust enrichment of Defendant, Plaintiff has been damaged in an amount in excess of \$ 4,709.79.

WHEREFORE, Plaintiff demands judgment against the Defendant for the sum of \$ 4,709.79 plus interest, costs, and such other and further relief as the Court may deem just and proper.

COUNT IV

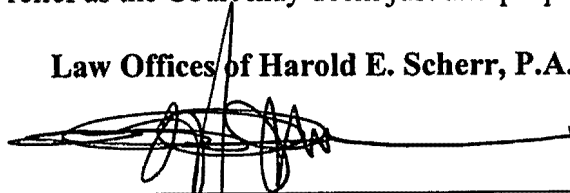
(OPEN ACCOUNT)

23. Plaintiff incorporates and realleges paragraphs 1-4.

24. Defendant owes Plaintiff \$ 4,709.79 plus interest, and costs and such other and further relief as the Court may deem just and proper according to the account information attached hereto as Exhibit "B".

WHEREFORE, Plaintiff demands judgment against the Defendant for the sum of \$ 4,709.79 plus interest, costs, and such other and further relief as the Court may deem just and proper.

Law Offices of Harold E. Scherr, P.A.



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Alex McClure, Esq. **FBN 0046366**
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Lake Mary, Florida 32746
Telephone: (407)995-3004/ (866)431-7117
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cds@scherrlaw.com
Attorneys for Plaintiff

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DESIGNATION OF EMAIL ADDRESS

Pursuant to Fla. R. Jud. Admin. 2.516 Plaintiff's Counsel hereby designates
cds@scherrlaw.com
as its primary email address for the receipt of pleadings

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English

IMPORTANT INFORMATION

ABOUT PROPOSALS FOR OPENING A NEW ACCOUNT

To help you understand the history of transactions and money deposits, please refer to the list of transactions and money deposits below. These items may appear on your account statements.

OTHER IMPORTANT INFORMATION

When you open an account, we will ask for your name, address, date of birth, and other information needed to identify you. We may also ask for your driver's license or other identifying documents.

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Truth In Lending Disclosure Chart For Best Buy Credit Card

Program A

Annual Percentage Rate (APR) for Purchases (based on your creditworthiness)	As of 10/1/08 the Standard Rate is 20.99% , which may vary.
Other APRs which may vary	Default Rate: 25.99% as of 10/1/08.
Variable-rate information	Your APR may vary. The Standard Rate for purchases is determined monthly by adding 15.99% to the Prime Rate. The Default Rate is determined monthly by adding 20.99% to the Prime Rate.
Grace Period for new purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 23 days after the billing date.
Method of computing the balance for purchases	Average Daily Balance (including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$2.00
Transaction Fee for Purchases	NONE
Late Payment Fee	\$10 for combined account balance of \$100 or less; \$25 for combined account balance from \$100.01 to \$500; \$35 for combined account balance of \$500.01 or more.
Default Fee	\$0

*This chart is not a contract. The information reported here may change from time to time and may not reflect the actual terms and conditions of the credit card. For more information, please refer to the actual terms and conditions of the credit card. The information reported here is based on the information provided to us by the issuer. The information reported here is not intended to be used for any other purpose. The information reported here is not intended to be used for any other purpose. The information reported here is not intended to be used for any other purpose.

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Truth In Lending Disclosure Chart For Best Buy Credit Card

Program B

Annual Percentage Rate (APR) for Purchases (based on your creditworthiness)	As of 10/1/08 the Standard Rate is 24.34% , which may vary.
Other APRs which may vary	Default Rate: 29.99% as of 10/1/08.
Variable-rate information	Your APR may vary. The Standard Rate for purchases is determined monthly by adding 18.99% to the Prime Rate. The Default Rate is determined monthly by adding 24.99% to the Prime Rate.
Grace Period for new purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 20 days after the billing date.
Method of computing the balance for purchases	Average Daily Balance (including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$2.00
Transaction Fee for Purchases	NONE
Late Payment Fee	\$35 for combined account balance of \$250 or less; \$39 for combined account balance of \$250.01 or more.
Default Fee	\$0

*This chart is not a contract. The information reported here may change from time to time and may not reflect the actual terms and conditions of the credit card. For more information, please refer to the actual terms and conditions of the credit card. The information reported here is based on the information provided to us by the issuer. The information reported here is not intended to be used for any other purpose. The information reported here is not intended to be used for any other purpose. The information reported here is not intended to be used for any other purpose.

ASSIGNMENT AND BILL OF SALE

09/10/2012

Reference is made to that certain Purchase and Sale Agreement as of 03/28/2012 ("Agreement") for the sale of Accounts and Account Documents described therein to CACH, LLC, (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

WHEREAS, HSBC Bank Nevada, N.A., HSBC Bank USA, N.A., HSBC Receivables Acquisition Company I, HSBC Receivables Acquisition Corporation (USA) III, and HSBC Receivables Acquisition Corporation (USA) IV (collectively, "HSBC") sold the Accounts described in Schedule I attached hereto to Capital One Bank (USA), National Association ("Seller") in connection with the transactions contemplated under that certain Purchase and Assumption Agreement among HSBC Finance Corporation, HSBC USA Inc., HSBC Technology and Services (USA) Inc. and Capital One Financial Corporation, dated August 10, 2011, as amended from time to time.

NOW THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement and in Schedule I attached hereto, as of the date first written above.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

Purchaser acknowledges and agrees that (i) Seller did not originate any of the Accounts and, prior to May 1, 2012, did not service any of the Accounts, and (ii) Seller's internal policies and procedures for servicing accounts including, but not limited to, charge-off, credit bureau reporting, fraud, and billing disputes policies may be different than the charge-off policies and procedures of HSBC.

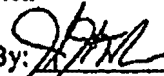
This Assignment and Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

RESTRICTED

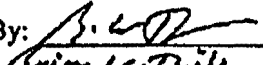
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IN WITNESS WHEREOF, the parties have signed and delivered this instrument
on 10/02/2012.

Capital One Bank (USA), National
Association

Signed By: 
By: John H Maurer
Title: Vice President

CACH, LLC

Signed By: 
By: Brian W. Tuite
Title: EVP

RESTRICTED

AFFIDAVIT OF ASSIGNMENT

I am a Representative of Capital One Bank (USA), National Association (the "Seller") which owned the account of the customer(s) named below under the account number specified. The account was subsequently sold, assigned and transferred to CACH, LLC on or about September 10, 2012.

The statements in this affidavit are based on the computerized and hard copy books and records of the Seller, maintained in the ordinary course of business, the entries having been made by a regularly operated business. The affiant is authorized to make the statements and representations herein.

Customer(s): WHITE, ROBERT

Account Number: XXXXXXXXXXXXXXX [REDACTED]

A computerized ending balance and last payment date were maintained on the Seller's database.

The end balance showing on the books and records of the Seller at the time of the assignment of the account to CACH, LLC was \$4,709.79 on or about September 10, 2012.

The date of charge off for the account showing on the books and records of the Seller was 08/31/2012.

Dated this 29 day of July 2013.

Darlene Scott
Darlene Scott

Duly sworn to before me this 29 day of July 2013

Sheila A Miller
NOTARY PUBLIC
My Commission expires: 10-10-13



What To Do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us on a separate sheet of paper at the billing inquiries address listed on the front of this billing statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the billing inquiries address on the front of this billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

How to Avoid Paying Interest on Purchases (Grace Periods on Credit Card Purchases): Periodic Interest Charges begin to accrue on the date of the transaction and continue to accrue until your balance is paid in full. However, if you pay your entire New Balance shown by the Payment Due Date in the previous month, you can pay your current month's New Balance by the Payment Due Date without being assessed an Interest Charge on your purchases.

Paying Interest on Other Transactions (No Grace Period on other transactions): There is no Grace Period for other transactions including cash advances, balance transfers, and credit card checks. Periodic Interest Charges begin to accrue on the date of the transaction, and continue to accrue until payment in full is credited to your Account.

How We Calculate Interest Charges: We calculate the periodic Interest Charge on your Account by multiplying the applicable Daily Periodic Rate by the Average Daily Balance for each category of transactions shown on your billing statement (e.g., purchases, balance transfers, cash advances); the results are then multiplied by the number of days in the billing cycle. You can determine your Daily Periodic Rate by dividing the APR by 365.

Determining the Daily Balance: We take the beginning balance for each category of transactions each day, add any new transactions, any previous day's periodic Interest Charges, any assessed fees and charges, and subtract any payments and/or credits. If your Account is subject to a grace period during the billing cycle, payments made during that cycle will be subtracted from all Daily Balances in the current cycle. If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, the applicable Daily Balance(s) and any related Interest Charge calculations will be adjusted retroactively to include the transaction amount as of the date of the original transaction.

© 2010 Card Services Inc.

Calculating the Balance Subject to Interest Rate: For each transaction category, we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This is the Average Daily Balance (including new purchases) method.

Annual Percentage Rate: If your Account has a variable rate, your Annual Percentage Rate may vary.

Penalty APR: Your APRs may increase to the Penalty APR if you fail to make a minimum payment to us when due. If your Account becomes subject to the Penalty APR, we will provide advance notice before the new Penalty APR goes into effect. If you make the next six consecutive minimum payments once the Penalty APR goes into effect, your rates will return to the non-penalty APRs applicable to your Account. If you do not make these six consecutive minimum payments, we may keep the Penalty APR on your Account indefinitely.

Foreign Transaction Fee: A 3% Foreign Transaction Fee will be assessed on the U.S. dollar amount on transactions made in a foreign currency.

Card Renewal Annual Fee: An Annual Fee may apply to your Account. If your Annual Fee is billed annually, you can avoid paying the fee if you call and close your Account within 30 days of being billed. You may continue to use your Card during the 30 day period without paying the fee. If your fee is billed monthly, when you call and close your Account due to the Annual Fee charge, that month's fee will be credited back to your Account.

About Your Payment: You agree to pay at least the Minimum Payment Due in time to be credited to your Account as of the Payment Due Date. You may pay more than the Minimum Payment Due, and you may pay the entire New Balance at any time.

Payments should be mailed with a single coupon to the payment address shown on the front of this billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. Institution. Payments may also be made using our optional payment by phone or online services using the phone number or Web address listed on the front of this billing statement. Payments received on any day at the payment address shown on the front by 5:00 p.m. in the time zone of such payment address will be credited to your Account as of the date of receipt. Payments submitted by phone or online by 5:00 p.m. Pacific Time will be credited to your Account as of the date of receipt. All payments received after 5:00 p.m. of the time zone indicated will be credited the next day. A processing fee may apply to agent assisted phone payments. Crediting payments to your Account may be delayed up to five days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks. Requests for credit balance refunds should be mailed to the inquiry address shown on the front of your billing statement.

By sending us a check for payment on your Account, you authorize us to make a one time electronic funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an EFT, 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. If you do not want your checks to be converted to an EFT, please call customer service at the phone number on the back of your card.

Payment by Phone: When you use our optional payment by phone service, you authorize us to initiate an electronic funds transfer from your designated bank account or to process the payment as a check transaction. You must authorize the amount and timing of each payment. Please retain this authorization for your records.

Hearing Impaired: If you are hearing impaired, call Telecommunications Devices for the Deaf (TDD/ TTY) at the phone number listed on the front of this billing statement.

Negative Credit Bureau Reporting: 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 any specific information related to your Account, transactions or credit experience with us is inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 5253, Carol Stream, IL 60197-5253.

Debt Collection: We are required by law, if applicable, to notify you that we are attempting to collect a debt, and any information obtained will be used for that purpose.

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To ensure accuracy, please print neatly using uppercase letters and numbers only!
If you've filled in a new address and/or phone number, be sure to check the box on the reverse side of this payment coupon.

Change of address form.

Street Number (if any) Street Name or the words "PO Box" Unit or PO Box Number
City State Zip
Email Address
Home Phone (Primary) Work Phone (Primary)
Mobile Phone Work Phone (Secondary)