



6. Plaintiff notified Defendant(s) of the assignment and demanded that Defendant(') pay the balance due, but no part of the foregoing balance has been paid.

7. The account records are not attached hereto because, upon information and belief: (a) Plaintiff is not the original creditor and does not have possession, custody or control of said records; (b) copies were sent monthly to the Defendant(s), and are or were in Defendant's(') possession, custody or control; (c) said account records may be voluminous. Additional information concerning this obligation is set forth in the attached notice.

COUNT II: UNJUST ENRICHMENT

8. Plaintiff incorporates by reference herein, each allegation set forth above.

9. Defendant(s) promised to repay the entire unpaid balance on the credit card account promptly upon receiving monthly periodic billing statements, but failed to do so.

10. Defendant(s) knowingly retained the benefits derived from the use of the credit card account, without having repaid the balance outstanding on the credit card account.

11. Retention of the benefits conferred upon the Defendant(s) under these circumstances would be unjust without requiring the Defendant(s) to make payments for the same.

12. Defendant(s) has/have been unjustly enriched in the amount of the outstanding balance set forth above, as Defendant(s) knew or should have known that the credit was not being provided gratuitously.

WHEREFORE, Plaintiff prays for judgment against Defendant(s) in the amount of \$ [REDACTED] with statutory interest from the date of judgment, plus costs of this action.

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[REDACTED]  
Attorneys for Plaintiff  
[REDACTED]

[REDACTED]

NOTICE OF ADDITIONAL OBLIGATION INFORMATION (1)

This is a communication from a debt collector

Debtor Name: [REDACTED]

Address: [REDACTED]

City, State, Zip: [REDACTED]  
[REDACTED]

Name of the original creditor: [REDACTED] NATIONAL ASSOCIATION

Card brand or label (2):

Last four digits of the original account number: \*\*\*\*\*[REDACTED]

Amount due at the time of default or charge-off: \$[REDACTED]

Statute of Limitation (3) bar date: [REDACTED]

Date of charge-off: August 31, 2010

Date of Last Payment: [REDACTED]

Name of current owner of the debt: [REDACTED]

Total amount currently owed on the debt: \$[REDACTED]

Total amount owed broken down by- (4) Principal: \$[REDACTED]

(5) Interest: \$0.00

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(1) This notice was prepared in light of the report and recommendations of the Federal Trade Commission (FTC) in its report titled "Repairing a Broken System: Protecting Consumers in Debt Collection Litigation and Arbitration." For information on the FTC's report & recommendations concerning state court litigation, see <http://www.ftc.gov/os/2010/07/debtcollectionreport.pdf>.

(2) If blank, this may denote either information has not been supplied to [REDACTED] or no brand or label exists.

(3) This form was prepared by [REDACTED]. The information contained on this form was supplied by the creditor identified as the Plaintiff in the attached pleading, except that the statute of limitations bar date was determined in anticipation of litigation by [REDACTED]. The bar date refers to the last date for filing suit on this claim, as calculated using either the charge-off date or last payment date as the start date. The date used as the start date in this calculation is either an adjusted charge off or last pay date, as the default date, whichever date is noted above. In many states, a statute of limitations constitutes an affirmative defense that must be asserted in a responsive pleading and proven by the defendant.

(4) The principal identified above includes credit purchases, cash advances, late/over-limit fees and interest charges that accrued and were capitalized by the original creditor prior to placement for collection.

(5) Interest identified above, if any, includes only current due accumulated post-charge off interest not capitalized by the creditor that has accumulated on the principal obligation since placement for collection. Statutory interest requested in the complaint is only awarded upon rendition of a judgment by the Court in the Plaintiff's favor, pursuant to state law.

[REDACTED]