

**IN THE ASSOCIATE CIRCUIT COURT
OF THE COUNTY OF XXXXX
STATE OF XXXX**

| | | |
|--------------------------------------|---|-------------------|
| DEBT COLLECTOR COMPANY, LLC, |) | |
| ASSIGNEE OF CC COMPANY (Mastercard), |) | |
| Plaintiff, |) | |
| |) | Cause NO. 10AC-xx |
| |) | Div. x |
| vs. |) | |
| |) | |
| JOHN Q. PUBLIC, |) | |
| |) | |
| Defendant. |) | |

MOTION TO DISMISS

Comes Now Defendant, John Q. Public, and for his Motion to Dismiss states as follows:

1. Plaintiff Debt Collector Company, LLC, (hereinafter "Plaintiff" or "Debt Collector") filed its claim against defendant alleging a claim of "Suit on Money Owed." There is no such claim under the law of the State of XXX.
2. If Plaintiff is claiming a breach of contract, the claim must fail because the petition alleges neither the existence nor terms of any contract. Instead, Plaintiff attaches an unverified "statement" of a credit card bill purporting to be a statement of money owed by Defendant at some point in time, but stating neither the terms of any contract nor, obviously, that such statement was not paid in full.
3. To state a breach of contract under the state law of XXX, a petition must allege a contract, its agreement, breach, and damages. *XYZ Corp. v. Highsmith, 32 XXX 44,46 (State of XXX, 1986)*. Plaintiff's petition fails in every regard.
4. If Plaintiff is claiming a Suit on Account or for Money Paid and Received, Plaintiff must allege an account and the payment or disbursal of money. *See, Id. at 47*. Alleging that it has "performed all conditions on its part" is so vague as to be meaningless, especially since it does not even name its cause of action.

Wherefore, Plaintiff's claim fails to state any cause of action recognized by the State of XXX, and its Petition must be dismissed.

Respectfully,

John Q. Public
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