

Sample Petition for Money Owed

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

“Associate” means limited jurisdiction
County or city jurisdiction

DEBT COLLECTOR COMPANY, LLC,
ASSIGNEE OF CC COMPANY (Mastercard),
Plaintiff,

This is the “Caption,” This name is the
plaintiff [the lawyer signing is not
plaintiff, nor is Mastercard]

vs.

JOHN Q. PUBLIC,
Defendant.

COUNT ONE - SUIT ON MONEY OWED [“Count One” indicates this claim has more than one legal basis. Lots of suits are brought on only one basis and don’t have “Count __” in them]

Comes Now Plaintiff and for its cause of action against the Defendant states as follows: [Intro, sometimes much longer]

1. Plaintiff is a limited liability company duly organized and existing under and by virtue of the law the lawful assignee of this debt. [Paragraph allegations – you have to respond to each paragraph – this one identifies the plaintiff and alleges it was assigned the debt.]
2. That defendant is a resident of xx county, state of x. [paragraph establishing court’s jurisdiction over defendant, so important - don’t admit if wrong]
3. That defendant is in default under the terms of the documentation attached hereto, incorporated herein and marked Plaintiff’s Exhibits A and B in the amount of \$1,332.14. [This is ‘breach of contract’ language, often more involved than this, including claims of issuing cards or credit, etc.]
4. That plaintiff has performed all conditions on its part required to be performed. [Establishing right to remedy – plaintiff did not breach contract]
5. That demand for payment has been made and payment refused. [Formality, sometimes but not usually required, usually included though]

Wherefore, plaintiff prays judgment against defendant in the principal amount of \$1,332.14 together with interest of 39% per annum from December 7, 2005, and for costs and attorneys fees herein. [the “Wherefore clause.” Says what the plaintiff wants. Usually if it does not say “attorney’s fees,” they won’t be able to get them if they win]

COUNT TWO – ACCOUNT STATED [second claim, this one under law of account stated]

6. Plaintiff realleges and incorporates paragraphs 1-5 of this petition as if fully stated herein. [“reincorporation clause” – standard. You will simply reallege your previous responses in the same way]

7. Plaintiff had a regular billing arrangement with Defendant whereby each month Plaintiff would send Defendant an accounting of money due and owing either as a result of new charges made by Defendant or for charges based upon an existing balance. [necessary to show that bills, or “accounting,” were a regular thing, expected by defendant]

8. Plaintiff sent Defendant a bill showing a charge of \$1,332.14 due immediately on X date.[the “new contract,” because it was actually or “impliedly accepted”]

9. Defendant did not dispute this bill showing a balance of \$1,332.14 and accordingly accepted it. [Your supposed agreement]

10. Defendant did not pay the amount due and is thereby in violation of the law. [The “breach” of the contract created by accepting the accounting – note that new agreement does not have any terms other than the money allegedly owed]

Wherefore, plaintiff prays judgment against defendant in the amount of \$1,332.14 together with costs of this action and such other relief as this court deems appropriate under the law. [The “wherefore clause” for the account stated – note that it should not include attorney’s fees or (probably) interest]

Collection Law Firm [law firm’s signature, usually illegible. Both the named lawyer and the firm are representing plaintiff (but are NOT plaintiff) and would be on the hook for possible violations of FDCPA]

Collection lawyer,
Law Firm

Address

[There is usually some sort of affidavit to the effect that the defendant is not in active military service – if you are not, this is purely a formality. If you are in active military service, special rules apply to your case]