

Super Bad Guy & Associates
address
xxx
xxx
phone
By: Real Bad Guy
Super Bad Guy
Attorney for Plaintiff

High Hand Justice Court
55 E. Civic Center Drive,
County of X, State of Y

Heartless Debt Collector, LLC)
Plaintiff,)
vs.) Case No. 000000000
Joe Consumer, Defendant)

Plaintiff, by and through counsel undersigned, hereby submits the following Statement of Facts in Support of its Motion for Summary Judgment.

Date

By: _____
Real Bad Guy, State Bar #xoxoxo
Super Bad Guy, State Bar # baah
Super Bad Guy & Associates

I certify that on this __ date of _____, 20xx, I sent a copy of the foregoing, first class postage prepaid, to defendant, Joe Consumer. _____.

STATEMENT OF FACTS

The Plaintiff submits Statement of Facts herein:

1. A Complaint was filed against the Defendant. This Complaint alleges the Defendant owes \$7,728.03 plus interest at the contract rate on an open account or account stated. (See Complaint in Court file.)
2. Parties entered into a credit card contract. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.)
3. The Defendant used the credit card to purchase goods and services. Plaintiff rendered a statement to the Defendant requesting the amount stated, and the Defendant failed to object. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.)
4. The Defendant filed an answer. (See Answer in court file.)
5. There have been no charges or payments on the Defendant's account since the charge off date. All payments which have been made on the account have been credited. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.)
6. Late Charges and Finance Charges stopped accruing on the account after the charge off statement through the date of filing suit. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.)
7. The balance due the Plaintiff is \$7,728.03 plus accrued interest. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.)
8. These facts are supported by the affidavit of Leslie Liar (See attached Exhibit B).

Date month, day, year

By: _____
Real Bad Guy, State Bar #xoxoxox
Super Bad Guy, State Bar #Baah
Law Firm

I certify that on this ___ date of _____, 20xx, I sent a copy of the foregoing, first class postage prepaid, to defendant, Joe Consumer. _____.

For 24-Hour Customer Service Call: 1-800-
 TDD for Hearing/Speech Impaired: 1-800-
 Outside the US Call Collect: 1-925-
 Online : com

Account Number

Statement Closing Date 09/19/08
 Credit Line \$7,500
 Available Credit 0

Send General Inquiries To: PO BOX 11

Send Payments To: CARD SERVICES PO BOX 30

Account Summary
 Previous Balance \$7,665.82
 - Credits \$0.00
 - Payments \$0.00
 + Purchases & Other Charges \$74.00
 + Cash Advances \$0.00
 + FINANCE CHARGE \$159.01
 = New Balance \$7,898.83

Payment Information
 New Balance \$7,898.83
 Scheduled Minimum Payment \$312.00
 Past Due Amount \$713.00
 Overlimit Amount \$398.83
 Total Amount Due \$1,423.83
 Scheduled Payment Due Date 10/14/08

Your Past Due Amount of \$713.00 is due immediately. Please also remit a payment for your Overlimit Amount of \$398.83. Your Scheduled Minimum Payment of \$312.00 is due 10/14/08.

You may pay your balance in full at any time. The New Balance on this statement does not include any transactions, finance charges, or fees billed, or payments/credits made, after the Statement Closing Date above.

Notice About Electronic Check Conversion

When you provide a check as payment, 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.

Account Number
 New Balance \$7,898.83
 Scheduled Minimum Payment \$312.00
 Past Due Amount \$713.00
 Overlimit Amount \$398.83
 Total Amount Due \$1,423.83
 Scheduled Payment Due Date 10/14/08

PO BOX 30 CARD SERVICES

- Exhibit A

For 24-Hour Customer Service Call: 1-800-
TDD for Hearing/Speech Impaired: 1-800-
Outside the US Call Collect: 1-925-
Online : .com

Account Number

Statement Closing Date 11/20/08
Credit Line \$7,500
Available Credit 0

Send General Inquiries To:
CARD SERVICES PO BOX

Send Payments To:
CARD SERVICES PO BOX

Account Summary
Previous Balance \$7,809.88
- Credits \$0.00
- Payments \$100.00
+ Purchases & Other Charges \$0.00
+ Cash Advances \$0.00
+ FINANCE CHARGE \$6.05
= New Balance \$7,715.93

Payment Information
New Balance \$7,715.93
Scheduled Minimum Payment \$100.00
Past Due Amount \$300.00
Overlimit Amount \$215.93
Total Amount Due \$615.93
Scheduled Payment Due Date 12/15/08

Your Past Due Amount of \$300.00 is due immediately. Please also remit a payment for your Overlimit Amount of \$215.93. Your Scheduled Minimum Payment of \$100.00 is due 12/15/08.

You may pay your balance in full at any time. The New Balance on this statement does not include any transactions, finance charges, or fees billed, or payments/credits made, after the Statement Closing Date above.

Notice About Electronic Check Conversion

When you provide a check as payment, 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.

Account Number
New Balance \$7,715.93
Scheduled Minimum Payment \$100.00
Past Due Amount \$300.00
Overlimit Amount \$215.93
Total Amount Due \$615.93
Scheduled Payment Due Date 12/15/08

PO BOX
CARD SERVICES

For 24-Hour Customer Service Call: 1-800-
 TDD for Hearing/Speech Impaired: 1-800-
 Outside the US Call Collect: 1-925-
 Online : .com

Account Number
 Statement Closing Date 03/31/09
 Credit Line \$7,500
 Available Credit 0

Send General Inquiries To:
 CARD SERVICES PO BOX

Send Payments To:
 CARD SERVICES PO BOX , CA

Account Summary		Payment Information	
Previous Balance	\$7,728.03	New Balance	\$0.00
- Credits	\$7,728.03	Scheduled Minimum Payment	\$0.00
- Payments	\$0.00	Total Amount Due	\$0.00
+ Purchases & Other Charges	\$0.00	Scheduled Payment Due Date	04/21/09
+ Cash Advances	\$0.00		
+ FINANCE CHARGE	\$0.00		
= New Balance	\$0.00		

Rate Information

YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

	Corresponding	Daily	Average
	ANNUAL	FINANCE	Daily
	PERCENTAGE	CHARGE	Balance
Type of Balance	RATE	Rate	Balance
PURCHASE(S)	24.74%	.06778%	\$0.00
CASH ADVANCE(S)	24.74%	.06778%	\$0.00

Composite ANNUAL PERCENTAGE RATE 24.74% Days in Billing Cycle 11

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/31	03/31		CHARGE OFF ACCOUNT-PRINCIPALS	7,294.66	
03/31	03/31		CHARGE OFF ACCOUNT *FINANCE CHARGES*	433.37	

Notice About Electronic Check Conversion
 When you provide a check as payment, 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.
 Page 1 of 1

Account Number
 New Balance \$0.00
 Scheduled Minimum Payment \$0.00
 Total Amount Due \$0.00
 Scheduled Payment Due Date 04/21/09

PO BOX CARD SERVICES

For 24-Hour Customer Service Call: 1-800-
TDD for Hearing/Speech Impaired: 1-800-
Outside the US Call Collect: 1-925-

Account Number

Statement Closing Date 03/20/09
Credit Line \$7,500
Available Credit 0

Send General Inquiries To:
CARD SERVICES PO BOX

Send Payments To:
CARD SERVICES PO BOX

Account Summary
Previous Balance \$7,728.03
- Credits \$0.00
- Payments \$0.00
+ Purchases & Other Charges \$0.00
+ Cash Advances \$0.00
+ FINANCE CHARGE \$0.00
= New Balance \$7,728.03

Payment Information
New Balance \$7,728.03
Scheduled Minimum Payment \$78.00
Past Due Amount \$678.00
Overlimit Amount \$228.03
Total Amount Due \$984.03
Scheduled Payment Due Date 04/14/09

Your Past Due Amount of \$678.00 is due immediately. Please also remit a payment for your Overlimit Amount of \$228.03. Your Scheduled Minimum Payment of \$78.00 is due 04/14/09.

You may pay your balance in full at any time. To avoid additional finance charges, pay the New Balance by your Scheduled Payment Due Date. The New Balance on this statement does not include any transactions, finance charges, or fees billed, or payments/credits made, after the Statement Closing Date above.

Notice About Electronic Check Conversion

When you provide a check as payment, 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.

Page 1 of 2

Account Number
New Balance \$7,728.03
Scheduled Minimum Payment \$78.00
Past Due Amount \$678.00
Overlimit Amount \$228.03
Scheduled Payment Due Date 04/14/09

CARD SERVICES
PO BOX

Additional Information Regarding

Account Number

Statement Closing Date: 03/20/09

Rate Information

YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

Type of Balance	Corresponding ANNUAL PERCENTAGE RATE	Daily FINANCE CHARGE Rate	Average Daily Balance
PURCHASE(S)	24.74%	.06778%	\$0.00
CASH ADVANCE(S)	24.74%	.06778%	\$0.00

Composite ANNUAL PERCENTAGE RATE 24.74%

Days in Billing Cycle 29

Important Information

YOUR ACCOUNT IS PAST DUE. PLEASE CALL 1-800- OR VISIT
OM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit B

AFFIDAVIT

State of Virginia
City of Norfolk ss

I, the undersigned, Leslie Liar, Custodian of Records for Heartless Debt Collector, LLC, hereby
depose, affirm and state as follows:

1. I am competent to testify as to the matters contained herein.
2. I am an authorized employee of Real Heartless Debt Collector, LLC (“Account Assignee”), which is doing business at Street Address, Norfolk Virginia, and I am authorized to make the statements, representations and averments herein and do so based upon a review of the business records of the Account Assignee and those account records transferred to Account Assignee from Lowlife Bank, N.A. (“Account Seller”), which have become a part of and have been integrated into Account Assignee's business records, in the ordinary course of business.
3. According to the business records, which are maintained in the ordinary course of business, the account, and all proceeds of the account, are now owned by the Account Assignee, all of the Account Seller's interest in such account having been sold, assigned and transferred by the Account Seller on 12/31/2009. Further, the Account Assignee has been assigned all of the Account Seller's power and authority to do and perform all acts necessary for the settlement, satisfaction, compromise, collection or adjustment of said account, and the Account Seller has retained no further interest in said account or the proceeds thereof, for any purpose whatsoever.
4. According to the account records transferred to Account Assignee from Account Seller and maintained in the ordinary course of business by Account Assignee, there was due and payable from Consumer, Joe (“Debtor”) to the Account Seller the sum of \$7728.03 with respect to account number 00000000000000000000 as of 12/31/09 with there being no known un-credited payments, counterclaims or offsets against the said debt as of the date of the sale.
5. According to account records of said Account Assignee, after all known payments, counterclaims, and/or setoffs occurring subsequent to the date of sale, there is currently due and owing the sum of \$7728.03.

FURTHER AFFIANT SAYETH NAUGHT

Heartless Debt Collector, LLC

By Leslie Liar, Custodian of Records

Subscribed and sworn to before me on ____ [date] _____.

Exhibit 1 (also labeled Exhibit C)

BILL OF SALE

Lowlife Bank, N.A. ("Seller), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns and transfers to Heartless Debt Collector, LLC ("Buyer") all personal property comprising the charged-off Accounts as defined in the Agreement for Purchase and Sale of Charged-Off Accounts dated October 28, 2008, by and between Seller and Buyer, and identified on Exhibit A attached hereto.

Seller hereby covenants with Buyer and its successors and assigns that Seller has good and lawful authority to sell and convey the above-described property and that said property is free and clear of all liens and encumbrances whatsoever.

Lowlife Bank, N.A.

By _____

Date: 12/31/09

State of XX
County of YY

On this x day of __, 2009, before me the undersigned, a Notary Public, etc. etc.

Really Heartless Guy
Super Bad Guy
Super Bad Guy & Associates
Address
Attorneys for Plaintiff

High Hand Justice Court
55 E. Civic Center Drive,
County of X, State of Y

Heartless Debt Collector, LLC)	
Plaintiff,)	
)	Case No. xxxxx
vs.)	
)	Motion for Summary Judgment
Joe Consumer)	
Defendant)	

Comes Now the Plaintiff by and through its attorney, Really Heartless Guy, and pursuant to Rule 56(a) of the Arizona Rules of Civil Procedure, moves this Court to enter Summary Judgment on its behalf. This Motion is supported by a separate Statement of Facts submitted herewith and the accompanying Memorandum of Points and Authorities.

Date:

By: _____
Really Bad Guy, SB# xoxoxo
Super Bad Guy, State Bar #Baah
Super Bad Guy & Associates

I certify that on this __ date of _____, 20xx, I sent a copy of the foregoing, first class postage prepaid, to defendant, Joe Consumer. _____.

MEMORANDUM OF POINTS AND AUTHORITIES

The plaintiff recognizes that in moving for summary judgment, it has the burden of proving the absence of genuine issues as to the material facts and that it is entitled to judgment as a matter of law, *National Housing Industries, Inc. v. E.A. Jones Developing Co.*, 118 Ariz. 374, 576 P.2d 1374 (App. 1978). However, once the Plaintiff has made a prima facie case, the burden shifts to the opposing party to produce sufficient evidence to show that there is an issue. *Id.* Where facts set forth in the Motion for Summary Judgment are not controverted by the opposing party, they are presumed to be true. *Watts v. Hogan*, 111 Ariz. 536, 534 P.2d 741 (1975); *W. J. Kroeger Co. v. Travelers Indemn. Co.*, 112 Ariz. 285, 541 P.2d 385 (1975). The party opposing a Motion for Summary Judgment cannot rest on mere allegations, *Evans v. Bernhard*, 23 Ariz. App. 413, 533 P.2d 721 (1975).

The standard for a Motion for Summary Judgment is similar to that of a motion for a directed verdict, and a judge may evaluate and weigh evidence to a certain extent. *See, Orme School v. Reeves*, 166 Ariz. 301, 802 P.2d 1000 (Ariz. 1990). The party opposing a summary judgment may not rest upon the pleadings but “must set forth specific facts showing that there is a genuine issue for trial.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). There is no genuine issue for trial unless there is “sufficient evidence favoring the non-moving party for a jury to return a verdict for that party.” *Id.* The party moving for summary judgment bears the initial burden of demonstrating the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Plaintiff has set forth sufficient evidence to meet the standards for Summary Judgment in this matter.

I. PLAINTIFF IS ENTITLED TO SUMMARY JUDGMENT FOR DEFENDANT'S BREACH OF CONTRACT

The Defendant entered into an Agreement with the Plaintiff when he used the line of credit. Case law is well-settled on the issue that “[t]he issuance of a credit card is but an offer to extend a line of open account credit...use of the card by the offeree makes a contract between the parties according to its terms...” *Novak v. Cities of Service Oil Co.*, 149 N.J. Super. 542, 547-8 (Law Div. 1977), *City Stores*

Co. v. Henderson, 116 Ga. App. 114, 156 S.E.2d 818 (App. Ct. 1967). An agreement between a credit issuer and card holder is a performance contract in nature. See, *Anastas, In re*, 94 F.3d 1280 (9th Cir. 1996). The Ninth Circuit Court of Appeals has stated, "...we view each individual credit card transaction as the formation of a unilateral contract between the holder and card issuer consisting of the following promise in exchange for performance: the card holder promises to repay the debt plus to periodically make partial payments along with accrued interest and the card issuer performs by reimbursing the merchant who has accepted the credit card in payment....When the card holder uses his credit card, he makes a representation that he intends to repay the debt." *Id.* The Defendant used the credit card to purchase goods and services as identified in the billing statement. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and, Exhibit C-Bill of Sale). That use created between the parties an enforceable contract which was breached by the Defendant.

Additionally, "[e]ven assuming that defendant did not sign the application, "the absence of the underlying agreement, if established, would not relieve [defendant] of his obligation to pay for goods and services received on credit." *Feder v. Fortunoff*, 123 Misc. 2d 857, 860, 474 N.Y.S.2d 937; see, *Empire Natl. Bank v. Monahan*, 82 Misc. 2d 808,809, 370 N.Y.S.2d 840; *Citibank v. Roberts*, 304 A.D. 2D 901; 757 N.Y.S.2d 365. The Plaintiff need not provide a copy of Defendant's signed credit card application to prevail. First, pursuant to the Fair Credit Billing Act and Regulation B at 12 CFR 202.12(b)(1) credit card applications are only retained for up to twenty-five (25) months. The initial use of the card by the Defendant occurred more than twenty-five months prior to the filing of this suit. Further, Defendant's use of the card is the same as a written, signed agreement due to subsequent full performance of the agreement by Plaintiff. The Defendant's reciprocal obligation under the agreement was equally simple; accordingly, Defendant was to repay amount spent under the line of credit. Defendant having failed to perform the Defendant's obligation under this contract, Plaintiff is entitled to recovery for Defendant's breach of contract.

II PLAINTIFF IS ENTITLED TO SUMMARY JUDGMENT UNDER THE ACCOUNT STATED THEORY

The Defendant was sued on a balance owed on an open account which can be proved by the evidence of the itemized statements. *See, Holt v. Western Farm Services, 110 Ariz. 276, 517 P.2d 1272 (1974)*. Recovery on a theory of an account stated requires proof of an agreement or “meeting of the minds.” *Trimble Cattle Co. v. Henry & Horne, 122 Ariz. 44, 592 P.2d 1311 (Ariz. App. Div. 1 1979)*. An agreement necessary to establish the right to recover under the theory of an account stated can be shown in some cases by the rendering of a statement and the absence of an objection to it. *Id.* at 47. The standard for reviewing a motion for summary judgment based on an account stated theory was discussed in *Wakeham v. Omega Const. Co., 395 P.2d 613, 96 Ariz. 336 (Ariz. 1964)*. The Court held that,

It is clear that the affidavit of plaintiff together with the other documents submitted in support of the motion, allege such facts, which, if proven at trial, would establish a prima facie case on an account stated for \$10,409.95. This having been done it was incumbent upon defendants to make a counter showing of facts creating an issue which if proven at the trial would legally authorize a judgment in his (their) favor. *Nyberg v. Salt River Project Agricultural Improvement and Power Dist., 91 Ariz. 397, 401, 372 P.2d 727*. Defendants' answer was a general denial, and when it was attacked by the motion supported by proof of specific facts in the form of affidavits and other documents, it placed on defendants the obligation to present something which will show that when the date of trial arrives, he will have some proof to support the allegations in the pleading. *Perez v. Tomberlin, 86 Ariz. 66,, 68, 340 P.2d 982*. The controverting affidavits filed by defendants were clearly inadequate to do this as they amounted to nothing more than general conclusions in the form of denials without any supporting factual basis. They added very little, if anything, to the denials contained in their answer. It is fundamental that an affidavit, by its very nature, must be affirmative and present sufficient materials to show there is a triable issue of a material fact. *Perez v. Tomberlin, supra*.

Wakeham v. Omega Const. Col, 395 P.2d 613, 6115, 96 Ariz. 336 (Ariz. 1964).

Plaintiff has established a prima facie case under the *Wakeham* standard. Itemized statements were sent to the Defendant. (See attached Exhibit A-Itemized Billing Statements; Exhibit B-Affidavit of Leslie Liar; and Exhibit C-Bill of Sale.) Defendant has not provided evidence to indicate that Defendant made objection known to Plaintiff concerning any billing disputes. As such, it is presumed

that Defendant tacitly agreed with the charges billed to him. Therefore, Plaintiff having established its right to judgment on a theory of account stated, the Plaintiff is entitled to judgment by this honorable Court.

CONCLUSION

For the foregoing reasons and based upon the attached Statement of Facts, the Plaintiff's Motion for Summary Judgment should be granted and a judgment entered against the Defendant(s) in the amount of \$7,728.03 plus interest at the contract rate, court costs and attorney fees pursuant to ARS Secs 12-341 & 12-341.01.

Dated _____

By: Real Bad Guy, xoxoxo
Super Bad Guy, baah
etc.

Super Bad Guy & Associates
address
xxx
xxx
phone
By:
Really Bad Guy
Super Bad Guy
Attorney for Plaintiff

High Hand Justice Court
55 E. Civic Center Drive,
County of X, State of Y

Heartless Debt Collector, LLC)	
Plaintiff,)	
)	Case No. 000000000
vs.)	
)	AFFIDAVIT OF ATTORNEY FEES
Joe Consumer, Defendant)	

State of XX
County of YY

The undersigned, being first duly sworn upon his oath, deposes and says:

1. That I am the Plaintiff's attorney in Y County
2. That I practice in the area of collections and represent other collection clients.
3. That I am familiar with all procedures which are necessary to obtain a Judgment for collection as well as the necessary post Judgment proceedings for collection of the Judgment.
4. That I have expended several hours in my attempt to collect this obligation and it is difficult to anticipate the additional hours of time that will be needed to collect on the judgment.
5. The affiant maintains an office for the purpose of handling collection matters.
6. In addition to current staff, affiant has a computer, separate filing system and engages in the specialty of collection activity.
7. Based upon the above and in addition to the current standard in this locality, your affiant believes that it is reasonable to charge a contingency fee rather than a legal fee based upon an hourly rate.
8. That my office hourly rate outside of my contingency collection practice is \$250.00 an hour.
9. That a contingent fee of 23.75% of the gross amount collected has been agreed to be paid by the Plaintiff and is below the customary and reasonable fee in the area of collections for the State of Arizona.
10. I believe these amounts to be reasonable and appropriate and therefore request on behalf of the client that these amounts be awarded.
11. Under *Schweiger v. China Doll Restaurant, Inc.*, 138 Ariz. 183 (App.) 673 P.2d 927 (1983), the Court stated as follows:

"...in corporate and commercial litigation between fee paying clients, there is no need to determine the reasonable hourly rate prevailing in the community for similar work because the rate charged by the lawyer to the client is the best indication of what is reasonable under the circumstances

of the particular case." at 188.

12. See attached Itemization of Services.
13. Further your affiant sayeth not.

[signed and sworn]

ITEMIZATION OF SERVICES

SERVICE

Review File	.4
Demand Letter	.2
Prepare Summons and Complaint	.7
Review Affidavit of Service	
Calendar Default Date	.2
Review File	
Review Defendant's Answer	.2
Prepare Motion for Summary Judgment	
Verified Statement of Costs	
Affidavit of Attorney Fees	2.5
Total	4.2

ANTICIPATED & ESTIMATED POST JUDGMENT SERVICES

SERVICE

Obtain Certified Copy of Judgment	
Record Judgment	.2
Review File	
Instruct on Skip Trace Efforts	1.0
Review Skip Trace Efforts	.3
Garnish non-exempt assets	2.0
Review Answer of Garnishee	.3
Prepare order of continuing lien	.5
Prepare and appear at supplemental proceedings	5.0
Updates to client of status	1.0
Negotiations with defendant by phone	1.0
Total	15.0

Super Bad Guy & Associates
address
xxx
xxx
phone
By: Really Bad Guy
Super Bad Guy
Attorneys for Plaintiff

High Hand Justice Court
55 E. Civic Center Drive,
County of X, State of Y

Heartless Debt Collector, LLC)
Plaintiff,)
vs.) Case No. 000000000
Joe Consumer, Defendant) (Proposed) Judgment

The Plaintiff having moved by motion for a judgment against the Defendant and good cause appearing,

NOW, THEREFORE, IT IS ORDERED that Plaintiff is hereby granted judgment against the Defendant(s):

Joe Consumer
address

and each of them as follows:

1. Principal damages \$7,728.03
2. Accrued costs through date of Judgment \$ 128.00
3. Reasonable attorney's fees, if any, allowed
(see attached affidavit of fees) \$ [left blank]
4. Interest on the principal sum at 24.74% per annum from the date of filing suit of m/d/yr until paid in full.
5. Interest at the rate of 10.00% per annum on the sums shown in Nos. 2 & 3 above, from date of judgment until paid in full.
6. Accruing costs.

DONE IN OPEN COURT this ____ day of _____, 20__.

_____ Judge _____