

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Karen Moskowitz  
1412828

1 GURSTEL LAW FIRM, P.C.  
2 Gurstel Law Firm, P.C.'s California Debt Collection  
3 License application is submitted and pending approval.  
4 Kimberlee Tsai (SBN #227426)  
5 Rachel Haney (SBN #308259)  
6 Jason Burrows (SBN# 309882)  
7 Amit Taneja (SBN# 304559)  
8 Brianna Elmassian (SBN# 329673)  
9 Tai Tran (SBN# 287482)  
10 Afsaneh Afzalnia (SBN#333095)  
9320 East Raintree Drive  
8 Scottsdale, AZ 85260  
7 Telephone: (877) 344-4002  
6 Fax: (877) 750-6335  
5 Attorneys for Plaintiff,  
4 United Consumer Financial Services Co Inc

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

## **LOS ANGELES COUNTY - CHATSWORTH COURT**

**Case No.** 22CHLC05176

**COMPLAINT FOR MONEY DUE ON  
BREACH OF CONTRACT; MONEY  
LENT, PAID OR EXPENDED**

United Consumer Financial Services Co Inc ("Plaintiff") alleges causes of action against  
Federico Juarez Aquino ("Defendant") as follows:

## **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

- 23 1. Plaintiff is qualified to do business in California and the sole owner of the obligation sued  
24 upon.

25 2. Plaintiff believes that, for valuable consideration, Defendant and Plaintiff entered into a  
26 written agreement on or about April 21 ,2018, whereby Plaintiff loaned certain funds to

Defendant, and whereby Defendant agreed to repay said funds, bearing account number ending in \*\*\*\*\*7251. (“Account”).

Defendant has breached said written agreement and has failed to repay the loan in accordance with said agreement, leaving a balance owing of \$6,053.34 as of the date this Complaint was prepared.

Plaintiff believes that Defendant is an individual who currently resides within the jurisdictional boundaries of this court. Therefore, this court is the proper Court for adjudication of this matter.

Defendant failed to make payments as agreed on the Account and has failed to pay amounts due on the Account.

6. Although demand has been made upon Defendant to pay the outstanding balance on the Account, Defendant has failed to do so.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

Plaintiff refers to and incorporates paragraphs 1 through 6.

Plaintiff extended a loan to Defendant. Defendant accepted the terms and conditions of the Account and entered into a written agreement with Plaintiff. A true and correct copy of the Agreement is attached hereto as Exhibit "1." Further, defendant accepted the terms and conditions of the Account by Defendant's acceptance of the funds borrowed.

Defendant has breached the terms and conditions governing the Account by failing to pay amounts due and owing on the Account.

10. As the direct and proximate result of said breach, Plaintiff has been damaged in the

1 amount of \$6,053.34.

2  
3                   **SECOND CAUSE OF ACTION**  
4                   **(Money Lent, Paid or Expended)**

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9 11. Plaintiff refers to and incorporates paragraphs 1 through 10.  
10 12. On information and belief, pursuant to the terms and conditions governing the Account,  
11 within the last four years, Defendant became indebted for money lent to or paid out for the  
12 benefit of Defendant at Defendant's request.  
13 13. Defendant accepted the terms and conditions of the Account by signing the written  
14 agreement and acceptance of the funds borrowed, and agreed to comply with the terms and  
15 conditions governing the Account, including repayment of the loan along with any  
16 applicable fees and interest.  
17 14. Although demand has been made upon Defendant to pay said amount there remains an  
18 outstanding balance on the Account of \$6,053.34, which has not been paid, and is now due  
19 and owing from Defendant to Plaintiff.  
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1 WHEREFORE, as to all Causes of Action, Plaintiff prays for judgment against Defendant,  
2 including but not limited to, the amounts as follows:

- 3 1. For damages of \$6,053.34;  
4  
5 2. For costs of suit incurred herein; and  
6  
7 3. For such further relief that the Court may deem just and proper.

8 Dated: March 4, 2022

GURSTEL LAW FIRM, P.C.



9  
10 Kimberlee Tsai  
11 Rachel Haney  
12 Jason Burrows  
13 Amit Taneja  
14 Brianna Elmassian  
15 Tai Tran  
16 Afsaneh Afzalnia

# **EXHIBIT 1**

**RETAIL INSTALLMENT CONTRACT/SECURITY AGREEMENT**

SELLER'S / ORIGINAL CREDITOR'S NAME: <b>Branden and Co. Jewelers</b>	DIST. # <b>5007</b>	005-CA WO 01/17
ADDRESS - No. <b>631 S. Olive Street</b>	STREET	
CITY <b>Los Angeles</b>	STATE <b>CA</b>	ZIP <b>90014-0000</b>
NAME OF BUYER (S) <b>FEDERICO JUAREZ AQUINO</b>		RESIDENCE ADDRESS - No. <b>7540 HASKELL AVE</b>
		STREET
CITY <b>VAN NUYS</b>	STATE <b>CA</b>	ZIP <b>91406-0000</b>

**Customer:** We've written this Contract in simple language to help you understand its terms. Please read your Contract carefully and feel free to ask us any questions. The words "you" and "your" mean the Buyer(s). The words "we", "us" and "our" mean the Seller shown above or any Holder of this Contract.

**UNITED CONSUMER FINANCIAL SERVICES COMPANY**  
Sale is subject to credit approval.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

This contract covers your purchase of the following property and/or services:  
**DESCRIPTION OF PROPERTY AND/OR SERVICES:**

<b>14KW DIA LADIES BRIDAL RING</b>	Price \$ _____
<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> _____	Selling Price \$ <b>5,479.46</b>
<input type="checkbox"/> _____	Sales Tax \$ <b>520.55</b>

**ITEMIZATION OF THE AMOUNT FINANCED:**

1. Cash price, exclusive of taxes imposed on the sale	\$ <b>5,479.46</b>
2. Taxes imposed on sale	\$ <b>520.55</b>
3. The total of the above (#1 + #2)	\$ <b>6,000.01</b>
4. Downpayment	\$ <b>.01</b>
(A.) Net agreed value of property traded in	\$ <b>.00</b>
(B.) Remaining amount paid or to be paid by the buyer as downpayment	\$ <b>.01</b>
5. Amount financed (#3 - #4)	\$ <b>6,000.00</b>

The property and/or services above are purchased for use primarily for personal, family or household purposes unless another purpose is noted.

**FEDERAL TRUTH IN LENDING DISCLOSURES**

Amount Financed The amount of credit provided to you or on your behalf.	FINANCE CHARGE The dollar amount the credit will cost you.	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price - The total cost of your purchase on credit, including your downpayment of \$ .01 (From Line 4) <b>\$ 9,139.81</b>
<b>\$ 6,000.00</b> Box 1 From Line 5	<b>\$ 3,139.80</b> Box 2	<b>17.99</b> % Box 3	<b>\$ 9,139.80</b> Box 4	<b>Box 1 + 2</b> Box 5 Line 4 + Box 4

Payment Schedule	No. of Payments	Amount of Payments	Payments Are Due Monthly
	<b>60</b>	<b>\$ 152.33</b>	Starting: 05/21/2018
1 <sup>st</sup> payment due one month from date of Contract unless otherwise specified.			

Prepayment: If you pay off all or any part of the balance early, you may be entitled to a refund of a part of the Finance Charge.

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: Late Charge: If any payment is 10 calendar days or more late, you agree to pay a late charge of \$10.00.

See the reverse side of this Agreement for any additional information about nonpayment, default, and required repayment in full, before the scheduled date, and prepayment refunds and penalties.

**Authorization for Direct (ACH) Payment (No Fee)**

Bank Name: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Checking  Savings

For accurate processing, please attach VOIDED CHECK.

**Debit/Credit Card - (A \$3 convenience fee will apply)**

Debit Card (Visa or MasterCard)  Credit Card (Master Card Only)

For security of your card information - Do not write your Card number, Expiration Date or Security Code on this form - UCFS will take this information from you by telephone. We will enter your credit/debit card information directly into our card processor's computer system (we do not retain cardholder information in our systems).

I (we) authorize United Consumer Financial Services Company (UCFS) to process by ACH Debit or Credit/Debit Card, as selected above, monthly payments, in equal amounts of \$ \_\_\_\_\_, beginning on \_\_\_\_\_ to make all payments set forth in the payment schedule of the credit agreement associated with this authorization. This authority is to remain in full force and effect until UCFS is paid in full, or UCFS and/or Bank/Financial Institution have received written notification from me of its termination at such time and in such manner as to afford UCFS and Bank/Financial Institution a reasonable opportunity to act on it.

**READ ALL OF THE CONTRACTUAL TERMS ON THE REVERSE SIDE. SUCH TERMS ARE A PART OF THIS CONTRACT AS IF SET FORTH AT THIS POINT.**

**NOTICE TO BUYER:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled-in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of the refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

**YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT.**

BUYER #1 SIGNATURE DocuSigned by: <b>FEDERICO JUAREZ AQUINO</b>	DATE <b>04/21/2018</b>	BUYER #2 SIGNATURE
SALESPERSON'S SIGNATURE DocuSigned by: <b>GERALD GARCIA</b>	SALESPERSON'S TITLE	

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## CONTRACTUAL TERMS

**PROMISE TO PAY** — To repay your Contract, you agree to pay the "Total of Payments" in the number and amount and on the monthly due dates as shown on the reverse side in your payment schedule at our office address or after notice from us the office address of any Holder of this Contract to whom we might assign it.

**AUTHORIZATION TO INVESTIGATE CREDIT** — If this is a credit sale, you the buyer(s) authorize us to investigate your credit history and to make all inquiries deemed necessary to verify the accuracy of the statements made in the accompanying credit application. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes. If a credit report is obtained by any Holder of this Contract (including, but not limited to, United Consumer Financial Services), the Holder may share information from that report with the Seller.

**PAYMENT IN FULL** — This Contract will not be Paid in Full until all contractually due amounts under this Contract have been paid. A payment of an amount less than that required to satisfy the terms of this Contract will not discharge your obligations under this Contract, unless (1) you have made your payment in "good faith," and (2) the amount not paid must be the subject of a "bona fide" dispute, and (3) the holder of this Contract accepts payment w knowledge of the dispute.

Forwarding your payments to our high volume remittance centers marked "paid in full" or the equivalent will not discharge your obligations. If you have a bona fide dispute, you must mail your payoff along with a letter setting forth your bona fide dispute to us, via Certified Return Receipt Requested mail, addressed as follows: Cashiering, United Consumer Financial Services, P.O. Box 45317, Westlake, Ohio 44145.

**SAME AS CASH (SAC) OPTION** — If this Contract contains a SAC option, it is written in on the payment schedule. To pay off your Contract under a SAC option, payment of the full Amount Financed must be received by us: within 90 days on a 90 days SAC option, within 180 days on a 180 days (6 months) SAC option, or within 365 days on a 12 months SAC option, from the Date of Contract. Until you pay off your Contract under a SAC option, you must make your monthly payments on or before their scheduled due dates; otherwise, you will be in default of your obligations under this Contract.

**PREPAYMENT AND REFINANCED AMOUNTS** — Even though you needn't pay more than the fixed installment, you have the right to prepay the whole outstanding amount of this Contract (total unpaid balance of the Total of Payments) at any time: If you do, or if this Contract is refinanced—that is, replaced by a new contract—we will refund the unearned Finance Charge, figured by the Sum of the Periodic Time Balances—a commonly used formula for figuring rebates on retail installment sales contracts—using the scheduled periodic time balance, as of 16 calendar days after the date of prepayment. We need not make any refund of the Finance Charge if it is less than \$1.00.

**CHARGE FOR LATE PAYMENTS** — If any payment is 10 calendar days or more late, you agree to pay a late charge of \$10.00.

**DEFAULT** — You'll be in default: If you don't pay an installment on time, or if any insolvency or bankruptcy actions are begun by or against you or if you do not fulfill any other requirement of this Contract. If you are in default, we may then demand immediate payment of the unpaid balance of the Total of Payments of this Contract minus the unearned portion of the Finance Charge figured by the Sum of the Periodic Time Balances method. We may also have other legal rights, for example, the right to repossess and sell the property, and apply the proceeds to the payments due under this Contract, all as authorized by the Uniform Commercial Code or other laws of the State of your residence.

**INTEREST AFTER MATURITY** — If permitted by law, you agree to pay interest at the rate specified on the reverse side of this Contract or the highest contract rate permitted by law on any amounts which remain unpaid after the maturity of this Contract or after default.

**COLLECTION AND ATTORNEY FEES** — If we are successful in a court action based upon your default of this agreement, you agree to pay us reasonable attorney's fees and costs. You agree to pay any actual and reasonable costs of collection occasioned by removal of the Property you have purchased which is described on the reverse side of this Contract from the State of California without written permission of the Holder of this Contract, or by your failure to notify the holder of any change in your residence, or by your failure to communicate with the holder for a period of 45 calendar days after any default in making payments due under this Contract.

**REMOVAL OF AND USE OF PROPERTY PURCHASED** — You agree not to use the property described on the reverse side (Property) in violation of the law. You will not remove the Property from the address shown on the reverse side without our prior written consent.

**SECURITY** — To protect us if you default on this Contract, you hereby give us what is known as a purchase money security interest in the property described on the reverse side under the heading called "Property". If this Contract includes the sale of services, you also give us a security interest in any refunds of charges from the contracts for those services. You authorize us to file one or more UCC Financing Statements or fixture filings covering the property.

**WARRANTY LIMITATION** — All warranties that apply to the Property or Services described in this Contract are given by the manufacturer of the Property and are set forth in the Limited Warranty which accompanies the Property. The Holder of the Contract makes no additional warranties express or implied, on the Property or Services, including implied warranties of merchantability or fitness for a particular purpose, unless provided in writing. This Contract does not contain any statements or promises which create additional warranties or alter the terms and conditions of the manufacturer's written Limited Warranty for the Property or Services or any warranties which may be required under State law. You may have other rights which are available to you under State law.

**REPRODUCTION CONSIDERED AS AN ORIGINAL** — The parties agree and acknowledge that each shall consider any reproduction of this Contract, the cancellation notice attached to it, the credit application completed in conjunction with this Contract and any other agreements or notices as originals if such reproduction was made by reliable means (for example microfilm, print out of a scanned image, photocopy, facsimile, or similar means).

**AUTHORIZATION TO INVESTIGATE CREDIT** — If this is a credit sale, you the buyer(s) authorize us to investigate your credit history and to make all inquiries deemed necessary to verify the accuracy of the statements made in the accompanying credit application. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes. If a credit report is obtained by any Holder of this Contract (including, but not limited to, United Consumer Financial Services), the Holder may share information from that report with the Seller.

**AUTHORIZATION TO CONTACT BY AUTOMATIC TELEPHONE DIALING SYSTEMS, TEXT OR EMAIL** — You expressly authorize us to contact you, including by text message, email and automatic dialing telephone call, to the extent not prohibited by law, at any phone number or email address that you have provided to us, including your landline, VOIP phone or cell phone, or by email in our collection and customer servicing of your account. You may opt out of receiving texts or autodialed calls at any time by writing or calling us.

**SEVERABILITY** — If any provision of this Contract is determined to be void or unenforceable under applicable law all other provisions of this Contract remain valid and enforceable.

**ASSIGNMENT OF THIS CONTRACT** — This Contract may be assigned to United Consumer Financial Services Company at 865 Bassett Road, Westlake, OH 44145, and United Consumer Financial Services Company may then be considered a creditor. We agree to notify you promptly of such assignment. If not assigned to United Consumer Financial Services Company, or another creditor, we may cancel this sale.

**NOTICE OF FURNISHING NEGATIVE INFORMATION** — 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.

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**NOTICE TO HOLDERS OF CONTRACT** — United Consumer Financial Services Company (UCFS), a Delaware corporation, has purchased this Contract. Any purchase or other transfer of an interest in this Contract or any of the rights or obligations evidenced by it, without UCFS' prior written consent, violates UCFS' rights (Unauthorized Assignee). Such Unauthorized Assignee agrees to pay up to \$750 in damages to UCFS for each Contract assigned to them without UCFS' express written consent. UCFS makes no warranties to any creditor holding this Contract (Holder) concerning the Contracts compliance with federal, state and/or local laws. Any such Holder of the Contract agrees to indemnify and hold UCFS harmless for any costs incurred by them or UCFS as a result of the Holder's authorized or unauthorized use of the Contract.

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## ASSIGNMENTS

TO: UNITED CONSUMER FINANCIAL SERVICES COMPANY (1-800-346-8237)

FOR VALUE RECEIVED, the Seller identified on page 1 hereby immediately sells, assigns and transfers to United Consumer Financial Services Company (UCFS) all our right, title and interest in and to the contract together with the chattels described therein with full power to take legal proceedings in the name of UCFS or Seller, effective on communication by UCFS of the decision to purchase the Contract or as otherwise provided in the Distributor Agreement between UCFS and Seller, incorporated herein. The Seller acknowledges that this Assignment incorporates by reference the terms of the Distributor Agreement including but not limited to the representations, warranties, liabilities, conditions and obligations of the Seller contained therein.

UCFS takes assignment based on receipt of an electronic copy of this Contract. Control of the electronic copy of this Contract by UCFS creates a perfected security interest. Possession of the original Contract does not indicate a superior interest in the Contract to that of UCFS.