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**FILED**  
SAN MATEO COUNTY

JAN - 8 2013  
Clerk of the Superior Court  
By DEPUTY CLERK

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO**  
**SOUTHERN BRANCH: HALL OF JUSTICE AND RECORDS – LIMITED JURISDICTION**

CACH, LLC,

Plaintiff,

vs.

JESSICA J DIAZ, an individual;  
and DOES 1 through 10 inclusive.

Defendants.

Case No.:

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. COMMON COUNTS

DEMAND: \$2,202.96

**CLJ 518818**

Plaintiff alleges:

**FACTS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff is and at all times herein mentioned was, a Colorado Limited Liability Company, and assignee of original creditor, Citibank South Dakota, N.A..

2. Plaintiff is informed and believes that Defendants are individuals who currently reside within the jurisdictional boundaries of the above entitled Court. Therefore, this Court is the proper Court for trial of this action.

3. Plaintiff is unaware of the true names or capacities, whether individual, corporate, associate or otherwise of the Defendants sued herein as DOES 1 through 10 inclusive, and therefore, sues the Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and capacities once ascertained.

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1           4.     Plaintiff believes that at all times mentioned herein, each of the Defendants was, and is, the  
2 agent, servant and employee, employer of each of the other Defendants, and also acted in the capacity of  
3 and as agent of the other Defendants. Plaintiff also believes that the individual Defendants, and each of  
4 them, are jointly and severally liable that the actions described herein were taken as actions for the benefit  
5 of the Defendants' separate and/or community property.

6           5.     Plaintiff believes that, for value received, Defendants, and each of them, executed and delivered  
7 a credit card application to Citibank South Dakota, N.A. (Plaintiff's assignor) or made such application for  
8 credit over the telephone or Internet. Pursuant to the terms of the application and the written terms and  
9 conditions sent along with the credit card, Plaintiff's assignor provided Defendants with a credit card, and  
10 granted charge privileges on the credit card, account number XXXXXXXXXXXXX3594 (the "Account").

11          6.     Prior to the commencement of this action, the Account was assigned for value by Citibank  
12 South Dakota, N.A. (Plaintiff's assignor) to the Plaintiff and Plaintiff is its current holder.

13          7.     Defendants agreed to comply with the written terms and conditions governing the use of the  
14 Account, as it was amended from time to time, including repaying the Plaintiff's assignor for any charges on  
15 the Account including, but not limited to, charges for the purchase of goods and services and/or cash  
16 advances and balance transfers along with the interest, late charges, over limit charges related thereto.

17          8.     Defendants used the credit card issued on the Account to make credit card purchases and/or to  
18 take cash advances and/or to make balance transfers. Each time the Defendants used the credit card to  
19 purchase goods and services and/or to take cash advances and/or make balance transfers, Defendants  
20 reaffirmed their agreement to repay Plaintiff's assignor for the amount for the purchase and/or cash advance  
21 and/or balance transfer, along with such other charges as may be assessed pursuant to the terms and  
22 conditions governing the Account.

23          9.     Pursuant to the terms and conditions governing the Account, monthly statements were sent to  
24 the Defendants which itemized all payments made and charges due on the Account.

25          10.    Within the last four years, the Defendants failed to make payments as agreed on the Account.  
26 Defendants have failed, refused and neglected to pay amounts due per the terms and conditions governing  
27 the Account.

28          11.    As of October 09, 2012, Defendants owe the sum of \$2,202.96 with interest thereon.

1 12. Although demand has been made upon Defendants to pay said amount, no part has been paid,  
2 and it is now due, owing, and unpaid together with interest thereon plus attorney's fees.

3 13. Plaintiff and Plaintiff's assignor have duly performed all promises, conditions and agreements  
4 on their part to be performed.

5 14. The terms and conditions governing the Account provides that the accountholder agrees to  
6 reimburse Plaintiff's assignor and hence, Plaintiff for the costs and expenses, including reasonable  
7 attorney's fees, related to the collection of amounts owing on the Account. Plaintiff has been required to  
8 retain the Mandarich Law Group, LLP to pursue collection of the amounts due hereunder.

9 **FIRST CAUSE OF ACTION**

10 **(Breach of Contract)**

11 15. Plaintiff refers to and incorporates paragraphs 1 through 14.

12 16. Defendants have breached the terms and conditions governing the Account by failing to pay  
13 amounts due and owing on the Account.

14 17. As the direct and proximate result thereof, Plaintiff has been damaged in the amount of  
15 \$2,202.96 plus interest thereon.

16 **SECOND CAUSE OF ACTION**

17 **(Account Stated)**

18 18. Plaintiff refers to and incorporates paragraph 1 through 17.

19 19. Within the past four years, an account was stated in writing in which it was agreed that  
20 Defendants were indebted in the amount of \$2,202.96. Although demand has been made upon Defendants,  
21 no part of said amount has been paid, and it is now due, owing and unpaid from Defendants to Plaintiff with  
22 interest thereon from and after October 09, 2012.

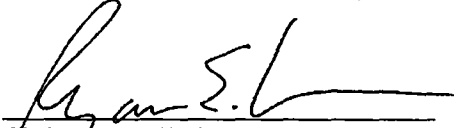
23 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 24 1. For the damages and money in the sum of \$2,202.96;  
25 2. For interest thereon at 10 percent per annum from on and after October 09, 2012;  
26 3. For reasonable attorney's fees;  
27 4. For costs of suit incurred; and  
28 5. For such other and further relief as the Court deems just and proper;

1           6.     Plaintiff remits all damages in excess of the jurisdictional amount of this Court.

2     Dated: November 26, 2012

MANDARICH LAW GROUP, LLP

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5     Chris D. Mandarich, Esq.

6     Ryan E. Vos, Esq.

7     Rebecca E. Hunter, Esq.

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10    Attorneys for Plaintiff

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