

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION

PLAZA SERVICES, LLC  
Plaintiff

Case No.:

v.

GEORGE NICOLA,  
Defendant(s)

**COMPLAINT**

**ALLEGATIONS AS TO ALL COUNTS**

Plaintiff, PLAZA SERVICES, LLC ("Plaintiff") hereby sues GEORGE NICOLA ("Defendant(s)") and alleges:

**THE PARTIES, JURISDICTION AND VENUE**

1. This is an action for damages that is within this Court's Jurisdictional limit, exclusive of interest and costs
2. Upon information and belief, Defendant is an individual who resides and /or maintains an address and/or domicile sufficient to allow this Court to maintain jurisdiction and venue of Plaintiff's claims against Defendant.
3. Through its undersigned attorney, Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand.
4. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.

**BREACH OF CONTRACT**

5. Plaintiff repeats and realleges the allegations of paragraphs 1 through 4 above as if set forth fully herein.
6. Defendant entered into the attached written agreement financed by Plaintiff's predecessor-in-interest, SANTANDER CONSUMER USA INC DBA CHRYSLER CAPITAL. A true copy of the Contract is attached hereto and incorporated herein by reference as if fully set forth verbatim.
7. Defendant defaulted on the obligation to make payments due under the Contract.
8. Upon Defendant's default under the Contract, Plaintiff's predecessor-in-interest gave all notices required by the Contract and applicable law, properly accelerated the balance of principal, and demanded payment from Defendant; however, Defendant did not pay the balance due.
9. After applying the net proceeds of the sale of the collateral or the insurance payment, a deficiency balance remained due and owing, as shown on the Deficiency Statement.

See Deficiency Statement attached hereto and incorporated herein by reference as if  
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fully set forth verbatim.

10. Plaintiff is the successor-in-interest of said Contract, having been assigned the account \*\*\*\*\*1000 in good faith and in the ordinary course of business. See chain of title attached hereto and incorporated herein by reference as if fully set forth verbatim.
11. The deficiency amount less any post-deficiency credits, adjustments and refunds resulted in the outstanding balance of \$15,589.37.
12. Through its attorneys, Plaintiff has demanded that Defendant pay the current outstanding balance of \$15,589.37; however, Defendant has failed to make the necessary payment.

WHEREFORE, Plaintiff demands judgment as to the Account against the Defendant for \$15,589.37, all costs of court, and all such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,



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**This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose.**