

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

STERLING JEWELERS, INC., d/b/a
KAY JEWELERS,
375 Ghent Road
Akron, OH 44333

Plaintiff,

Case No.: 2021 SC 000042

vs.

Division:

ARIEL DIAZ,

Defendant.

COMPLAINT

Plaintiff, STERLING JEWELERS, INC., d/b/a KAY JEWELERS, sues the Defendant, ARIEL DIAZ, and for its Complaint states as follows:

COUNT I - ACCOUNT STATED

1. This is an action for damages that do not exceed \$8,000.00, exclusive of court costs.
2. Before the institution of this action, Plaintiff and Defendant had business transactions between them and agreed to the resulting balance.
3. Plaintiff rendered a statement of it to Defendant, a copy being attached, and Defendant did not object to the statement.
4. The Defendant owes the Plaintiff \$3,527.65 that is due in accordance with the attached account.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$3,527.65, together with court costs.

COUNT II - UNJUST ENRICHMENT

1. This is an action for damages that do not exceed \$8,000.00, exclusive of court costs.
2. Plaintiff has conferred a benefit on the Defendant and they have knowledge thereof.
3. Defendant voluntarily accepted and retained the benefit conferred.



4. The circumstances are such that it would be inequitable for the Defendant to retain the benefit without paying the value thereof to the Plaintiff in the sum of \$3,527.65.

5. Defendant would be unjustly enriched if allowed to retain the benefit without paying the value thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$3,527.65, together with court costs.

Respectfully submitted,

MARCADIS SINGER, P.A.

By:

- Ralph S. Marcadis, Esquire, FL Bar #351458
- Gilbert M. Singer, Esquire, FL Bar #282987
- Amy J. Winarsky, Esquire, FL Bar #900140
- Jonathan P. Hempfling, Esquire, FL Bar #89067
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ATTORNEY FOR PLAINTIFF

210106/F5677/KLZ

This is a communication from a debt collector. We are attempting to collect a debt. Any information you provide may be used for that purpose.

GENESIS FS CARD SERVICES
PO BOX 4480
BEAVERTON OR 97076-4480

GENESIS FS CARD SERVICES
PO BOX 23026
COLUMBUS GA 31902-3026

Account Number [REDACTED]
New Balance \$3,527.65
Minimum Payment Due \$1,304.00
Payment Due Date 04/18/20
AMOUNT ENCLOSED \$ [REDACTED]

ARIEL DIAZ
4B EASTERN PL
PALM COAST FL 32164-6172

Please write your account number on your check/money order and do not send cash.

Address/Phone Number Change
Please check here and complete Address/Phone Number Change Form on reverse side.

Make your payment online at kay.myfinanceservice.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

KAY
JEWELERS

ACCOUNT STATEMENT
February 20, 2020 - March 19, 2020

genesisfs
CARD SERVICES

Account Summary	
Credit Limit	\$3,000.00
Available Credit	\$0.00
Past Due Amount	\$1,128.00
Overlimit Amount	\$527.65
Statement Closing Date	March 19, 2020
# of Days in Billing Cycle	29

Balance Summary	
Previous Balance	\$3,450.27
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Adjustments	\$0.00
Fees Charged	\$10.00
Interest Charged	\$67.38
New Balance	\$3,527.65

Payment Information	
Total New Balance	\$3,527.65
Minimum Payment Due	\$1,304.00
Payment Due Date	April 18, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$10.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$5,192

If you would like information about credit counseling services, call 1-866-875-0891.

Mail payment to:
Genesis FS Card Services
PO BOX 23026
COLUMBUS GA 31902-3026

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4485
Beaverton, OR 97076-4485

QUESTIONS?
Call 1-866-875-0891
kay.myfinanceservice.com

YOUR ACCOUNT IS PAST DUE \$1,128.00. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	03/02	03/02	LATE PAYMENT CHARGE	\$10.00
			TOTAL FEES FOR THIS PERIOD	\$10.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	03/19	03/19	INTEREST CHARGE PURCHASE	\$67.38
			TOTAL INTEREST FOR THIS PERIOD	\$67.38

2020 Totals Year-to-Date	
Total fees charged in 2020	\$30.00
Total interest charged in 2020	\$202.14

Interest Charge Calculation						
Your Annual Percentage Rate (APR) is the annual interest rate on your account.						
Type of Balance	Balance	Promotion End Date	Average Daily Balance	Annual Percentage Rate (APR)	Deferred Interest	Billed Interest
Regular	\$3,467.65	N/A	\$2,995.99	28.99%	N/A	\$67.38
Misc/Fees	\$60.00	N/A	\$0.00	0.00%	N/A	\$0.00
(v) = Variable Rate						

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

MY NEW ADDRESS:

STREET _____
CITY STATE ZIP CODE _____
PHONE _____
NEW EMPLOYER () PHONE _____

*By submitting, I consent 1) to be contacted about my account through any contact information I provide, including cell phone numbers, even if the number is on a Do Not Call List, and even if I am charged under my phone plan, and 2) to the use of any automatic telephone dialing system and/or a prerecorded message when contacted.

Detach here ▼ and return above portion with your remittance. After detaching, retain lower portion for your future reference.

Payment Instructions. You may at any time pay your total indebtedness or any part of it, but you must pay at least the "Minimum Payment" shown on this statement by the "Due Date". All payments must be accompanied by your payment slip and mailed or delivered to us at the address shown on the payment slip. You must pay us in U.S. dollars drawn on funds on deposit in the United States using a check or similar instrument that will be processed and honored by your bank. Do not send cash payments. Payments made in accordance with these instructions and received no later than 5:00 p.m. on a normal banking day will be credited to your Account the same day. If the payment is received after that time, or on a day that is not a normal banking day, it will be posted as of the next business day. If the payment is not made in accordance with these instructions, credit to your Account may be delayed up to 5 business days. If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

How to Avoid Paying Interest on Purchases. Your due date is at least 25 days after the close of each billing cycle if the promotional purchase is paid in full by the end of the time period specified in the promotion. We will not charge you interest in any billing cycle in which payments received (and if required by law, credits issued) by the due date equal or exceed the New Balance, including any promotional plan balances, shown on your billing statement. From time to time, we may offer you promotional terms which may include the following:

- **No Interest if Paid in Full Plans.** We will not charge you interest on a purchase made under a no interest if paid in full plan if the promotional purchase is paid in full by the end of the time period specified in the promotion. If the promotional purchase balance is not paid in full by the end of that time period, or if we do not receive a required minimum payment within 60 days of its due date, interest will be charged to your account at the Regular APR from the promotional purchase date.
- **Reduced Rate Plans.** For a purchase made under a reduced rate plan, we will calculate interest using an APR that is less than your Regular APR during the time period specified in the promotion. The APR will return to your Regular APR at the expiration of that time period or if we do not receive a required minimum payment within 60 days of its due date.

Minimum Interest Charge. If the total Interest Charges are less than \$1.00, we impose a Minimum Interest Charge of \$1.00, except in MI, MO, NY, TN, and TX, where the Minimum Interest Charge is \$0.70; except in AL, AZ, CO, IN, ME, MA, MN, MS, MT, NJ, OK, SC, SD, VI, WV, and WY, where the Minimum Interest Charge is \$0.50; and except in AR, DC, IA, MD, NE, NM, NC, and RI, where there is no Minimum Interest Charge.

How We Calculate Your Balance Subject to Interest Rate. We calculate the Balance Subject to Interest Rate separately for each balance shown in the Interest Charge Calculation table. In all states except MN and NM, we use the average daily balance method (including current transactions). In MN and NM, we use the average daily balance method (excluding current transactions). We figure the Interest Charges for each balance by applying the applicable monthly periodic rate to the "average daily balance." To get the average daily balance for a balance, we take the beginning balance each day, add any new transactions (except we do not add any new transactions in MN and NM); subtract any payments or credits, fees, and unpaid interest charges; and make other adjustments. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Any negative daily balance will be treated as zero.

Credit Line and Credit Balances. We may, at our discretion, permit you to make a purchase in excess of your stated credit limit. If we do so, this will not permanently increase your credit limit. If there is a credit balance on your Account, it will be designated by a "CR" appearing in the "New Balance" box. You can make charges against this amount or obtain a cash refund of this amount upon request by writing to us at Genesis FS Card Services, Inc., P.O. Box 4485, Beaverton, OR 97076-4485. Please include your signature and your account number on all correspondence.

Notice Regarding Legal Proceedings. All notices regarding legal proceedings, including bankruptcy notices, must be sent to us at the following address: Genesis FS Card Services, Inc., P.O. Box 4485, Beaverton, OR 97076-4485.

Past Due Accounts. If your Account is past due, we have included a message about that on this statement. We may be required by certain states' laws to tell you that (a) this is an attempt to collect a debt and any information obtained will be used for that purpose, and (b) under IA law we are a debt collector.

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.

Terms: Any term not defined here has the same definition as used in your Retail Installment Credit Agreement.

Your Notice to Us of Inaccurate Credit Information. If you believe that we have reported inaccurate information about you to a credit bureau, contact us at Genesis FS Card Services, Inc., P.O. Box 4485, Beaverton, OR 97076-4485, identify that information, and tell us why you believe it is inaccurate. Please include any documentation that supports your position and, if you have a copy of the credit report that shows the inaccurate information, please send a copy of that report to us as well. If we determine that the information we furnished to a credit bureau is not accurate or complete, we will promptly notify the credit bureau of any necessary correction or additional information.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Genesis FS Card Services, Inc., P.O. Box 4485, Beaverton, OR 97076-4485. In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Genesis FS Card Services, Inc., P.O. Box 4485, Beaverton, OR 97076-4485.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

To Contact Customer Service: Telephone us at 1-888-498-7796 or fax us at 503-268-4711.