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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR MASON COUNTY

DISCOVER BANK Plaintiff, vs. WENDY L SMITH and DOE I , and their marital community composed thereof, Defendants.	No. 13 2 00212 8 COMPLAINT FOR MONIES DUE [ACTION FOR MONIES DUE, BREACH OF CONTRACT, ACCOUNT STATED AND UNJUST ENRICHMENT ON MONIES DUE]

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Plaintiff, alleges as follows:

1. At all times mentioned herein, plaintiff was and is an FDIC insured Delaware State Bank, organized and existing under the laws of the State of Delaware. Plaintiff is duly authorized to bring this action in the state of Washington. The indebtedness sued on herein was incurred on behalf and for the benefit of their marital community.

2

2. The above-named defendants are husband and wife, constituting a marital community under the laws of the State of Washington.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

3. The defendants entered into a revolving credit agreement with plaintiff. Defendants agreed to make regular monthly payments. As a result of the terms of the

ORIGINAL

agreement, the defendants are indebted to the plaintiff in the principal sum of $4186.35. Defendants also agreed to pay attorney's fees and costs in the event legal action is necessary to collect the unpaid balance.

4. Although demand has repeatedly been made upon the defendants, no payments have been made as agreed, and defendants are now in default under the terms and conditions of the agreement.

SECOND CAUSE OF ACTION: ACCOUNT STATED

5. As a result of services provided at Defendant's request, Defendants established an account with Plaintiff. Defendants defaulted on the account by failing to make payments as they become due and owing.

6. Plaintiff has accelerated the amounts due and owing on the account and the amount currently due and owing from Defendants to Plaintiff is set forth in Paragraph 3 above.

7. Plaintiff is informed and believes that Defendants made payment on the account and the under the doctrine of Account Stated and open account is liable to Plaintiff for the amounts set forth above.

THIRD CLAIM FOR UNJUST ENRICHMENT

8. Defendants have been unjustly enriched at Plaintiff's expense as a result of failing to pay it for the services requested by Defendants, including but not limited to the amounts set forth above, which were provided by Plaintiff at Defendant's request.

9. Defendant should, in equity, be required to pay Plaintiff the sum of $4186.35, as set forth in Paragraph 3 above, which is the reasonable value of the services provided.

WHEREFORE, plaintiff prays for a judgment against the above-named defendants and their marital community as follows:

1. For the principal sum of $4186.35.

2. Its costs incurred in this action and attorney's fees as provided for by contract.

3. For Post Judgment interest to run at the rate of 12% per annum from the date of judgment.

4. Such other further and equitable relief as the Court may deem just and proper.

DATED: October 09, 2012

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.

/s/
[] Krista L. White WSBA 8612
[] Laurie K. Friedl WSBA 35598
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