

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

DISTRICT COURT DEPARTMENT

Wareham District Court

Docket No: 2460640371

<p>CAPITAL ONE, N.A., Plaintiff</p> <p>v.</p> <p>JAMES BENTING Defendant(s)</p>

COMPLAINT

DISTRICT COURT DEPT. 1
WAREHAM DIVISION
CLERK MAGISTRATE'S OFF.

2024 OCT 18 A 11:09

1. CAPITAL ONE, N.A. is a national banking association with its principle place of business in McLean, Virginia.
2. Defendant(s) JAMES BENTING (hereinafter "Defendant") is a natural person presently residing at 107 PRECINCT ST LAKEVILLE MA 02347-1429.

COUNT I
(Breach of Contract)

3. The Defendant(s) made an application for an extension of credit to Plaintiff.
4. The Plaintiff established a credit account in the name of the Defendant(s) identified as account number ending in *****6416, all as pursuant to a written credit agreement ("Agreement").
5. By the terms of the Agreement, and upon the Defendant(s)'s use of the account, a written contract was entered into between the Plaintiff and the Defendant(s). The terms of the Agreement provided, in essence, that the Defendant(s) would pay the Plaintiff for all charges made on the account in connection with all users on that account.
6. The Defendant(s) incurred charges on the account.
7. Pursuant to the terms and conditions of the Agreement, and upon breach, the Defendant(s) is/are responsible for and liable to pay fees applied by the Plaintiff and court costs.
8. The Defendant(s) breached the Agreement by failing to make the payment due on the account pursuant to the terms of the Agreement.
9. The Defendant(s) last payment toward the Account was made on July 28, 2023 in the amount of \$350.00 .
10. Demand was made upon the Defendant(s). Despite such demand, the Defendant(s) has/have failed and refused, and continues to fail and refuse, to pay the amounts due and owing on the account.

11. As of September 18, 2024, pursuant to the terms of the Agreement, the Defendant(s) owes/owe the Plaintiff the amount of \$9,362.57.

**COUNT II
(Unjust Enrichment)**

12. Before the filing of this action, Plaintiff and Defendant(s) had certain business transactions between them relating to the extension of credit to Defendant(s)..

13. Plaintiff extended credit to the Defendant(s) with the reasonable expectation that Defendant(s) would repay any credit extended.

14. Defendant(s) was/were enriched by the credit extended.

15. As of September 18, 2024, Defendant has/have been unjustly enriched in the amount of \$9,362.57.

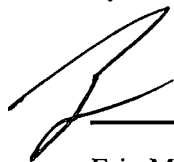
16. Plaintiff has made numerous requests for payment, and Defendant(s) has/have refused to pay Plaintiff; whereby, Defendant(s) has/have been unjustly enriched.

WHEREFORE, Plaintiff requests this Court enter judgment awarding Plaintiff the following:

- a. \$9,362.57, which is the amount due and owing on the account as of September 18, 2024;
- b. and court costs. Plaintiff is not seeking to recover any attorney fees or judgment interest.

CAPITAL ONE, N.A.

by its Attorneys,



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