

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

DISTRICT COURT DEPARTMENT

Wareham District Court

Docket No: 2560CV0633

Portfolio Recovery Associates, LLC,

Plaintiff

v.

JAMES BENTING

Defendant(s)

COMPLAINT

DISTRICT COURT DEPT
WAREHAM DIVISION
2025 DEC 22 A 8:51
LEK 20251118 8:00

- Portfolio Recovery Associates, LLC is a corporation with a principal place of business located at 120 Corporate Blvd., P.O. Box 12914 Norfolk, VA 23502-41.
- 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)**

- The Defendant(s) made an application for an extension of credit to BARCLAYS BANK DELAWARE.
- BARCLAYS BANK DELAWARE established a credit account in the name of the Defendant(s) pursuant to a written credit agreement ("Agreement").
- By the terms of the Agreement, and upon the Defendant(s)'s use of the account, a written contract was entered into between BARCLAYS BANK DELAWARE and the Defendant(s). The terms of the Agreement provided, in essence, that the Defendant(s) would pay BARCLAYS BANK DELAWARE for all charges made on the account in connection with all users on that account.
- The Defendant(s) incurred charges on the account.
- 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.
- The Defendant(s) breached the Agreement by failing to make the payment due on the account pursuant to the terms of the Agreement.
- The Defendant(s) last payment toward the Account was made on July 28, 2023 in the amount of \$.00 .
- 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. Plaintiff acquired all rights, title and interest in said Account and remains the owner and holder of the debt.

12. As of December 10, 2025, pursuant to the terms of the Agreement, the Defendant(s) owes/owe the Plaintiff the amount of \$22,315.82.

COUNT II
(Unjust Enrichment)

13. Before the filing of this action, Defendant had a business transaction with BARCLAYS BANK DELAWARE which was subsequently assigned to and acquired by Portfolio Recovery Associates, LLC relating to the credit extended to Defendant..

14. BARCLAYS BANK DELAWARE rendered statements of account to the Defendant to which Defendant did not object.

15. BARCLAYS BANK DELAWARE extended credit to the Defendant(s) with the reasonable expectation that Defendant(s) would repay any credit extended.


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

17. As of December 10, 2025, Defendant has/have been unjustly enriched in the amount of \$22,315.82.

18. 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 for Plaintiff and against Defendant(s) in the amount of \$22,315.82 plus court costs. Plaintiff is not seeking to recover any attorney fees.

Portfolio Recovery Associates, LLC
by its Attorneys,



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