

R&R File No. 1679761

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

DISTRICT COURT DEPARTMENT - CIVIL ACTION
WAREHAM DISTRICT COURT
DOCKET NO.

JPMORGAN CHASE BANK, N.A.
Plaintiff,

v.

JAMES BENTING
Defendant.

The Parties

1. Plaintiff JPMORGAN CHASE BANK, N.A. ("Plaintiff") is a national banking association organized and existing under the laws of the United States of America and having its principal place of business in 201 N WALNUT ST WILMINGTON, DE, 19801

2. Defendant JAMES BENTING ("Defendant"), is an individual currently residing at 107 PRECINCT ST, LAKEVILLE, MA 02347-1429

(The Facts)

3. On or about July 02, 2021, Defendant opened a credit account which is owned and administered by Plaintiff. The most recent account number ends in *****2461 ("the Account").

4. Defendant used the credit account to purchase goods, services, balance transfers, and/or to obtain cash advances against the credit line provided.

5. Plaintiff provided Defendant with periodic statements showing activity on the account during the applicable billing period including, but not limited to, all goods and services purchased, any cash advances extended, all payments made, credits given, and all applicable finance charges and late fees.

6. Defendant agreed to pay at least the minimum payment amount as shown on each periodic account statement delivered to defendant by the payment due date appearing thereon.

7. Defendant failed to make the required account payments when due, thereby defaulting on the account.

8. According to the books and records of Plaintiff maintained in the ordinary course of Plaintiff's business, Defendant last made a payment on the Account on or about March 17, 2024 in the amount of \$500.00 and has a balance due of \$17,969.74. This action is filed within the period of the applicable Statute of Limitations.

9. Prior to initiating this action, demand for payment was made upon Defendant. However, the balance due remains unpaid.

Count One: Breach of Contract

10. Defendant failed to make the periodic payments required to be made on the Account and thereby defaulted thereon.

11. Defendant owes Plaintiff the sum of \$17,969.74 for the unpaid balance due on the Account.

Count Two: Account Stated

12. Defendant maintained an Account with Plaintiff and received periodic account statements setting forth all charges and credits applicable to the Account as well as the balance due on the Account.

13. Upon information and belief, Defendant received and held the periodic statements for an unreasonable time with no unresolved protests made to Plaintiff as the charges, credits or the amounts due.

14. Upon information and belief, the final statement mailed or otherwise delivered to Defendant by Plaintiff indicated a balance due and owing, and was accepted and held by the Defendant for an unreasonable time without protest.

15. Plaintiff seeks damages of \$17,969.74 for the account stated balance less any credits occurring after the last statement was mailed or otherwise delivered to Defendant.

WHEREFORE, the Plaintiff demands judgment against the Defendant in the sum of \$17,969.74. Plaintiff specifically disclaims any claim or entitlement to an award of court costs, interest and/or attorney's fees.

Plaintiff,
JPMORGAN CHASE BANK, N.A.
By its Attorney,

David Florio

Date: May 22, 2025

DAVID FLORIO BBO #633539
Rubin & Rothman, LLC
1787 Veterans Highway, Suite 32
Islandia, NY 11749
malegal@rubinrothman.com
P: (800) 298-6058
F: (631) 234-1138

THIS COMMUNICATION IS FROM A DEBT COLLECTOR