

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
 Patricia Bozzi

(b) County of Residence of First Listed Plaintiff Burlington Co., NJ

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)
 The Law Office of Donald M. Doherty, Jr.
 Donald M. Doherty, Jr., Esq. 609-336-1297
 125 North Route 73
 West Berlin, NJ 08091 DMD@DonaldDoherty.com

DEFENDANTS
 Educational Funding Company a/k/a Maryland ELCO, Inc. a/k/a Educational Funding Company, Inc. and Ricardo

County of Residence of First Listed Defendant Montgomery Co., MD

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)
15 USC 1962 Fair Debt

Brief description of cause:
Ind. FDCA claim w/state Consumer Fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

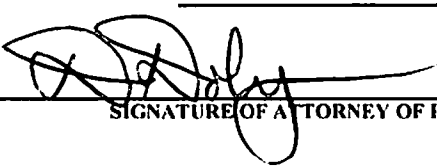
DEMANDS 12,000.00

CHECK YES only if demanded in complaint
JURY DEMAND: Yes No

VIII. RELATED CASE(S) (See instructions):

JUDGE _____ DOCKET NUMBER _____

Explanation: 8/15/11

DATE _____ SIGNATURE OF ATTORNEY OF RECORD 

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases. Provide a brief explanation of why the cases are related.

Date and Attorney Signature. Date and sign the civil cover sheet.

The Law Office of Donald M. Doherty, Jr.
Donald M. Doherty, Jr., Esq.
(DD-0446)
125 North Route 73
West Berlin, NJ 08091
(609) 336-1297
Attorney for the Plaintiff

**United States District Court
For the District of New Jersey
(CAMDEN VICINAGE)**

Patricia Bozzi,	:	Civil Case No.
	:	
<i>Plaintiff,</i>	:	
vs.	:	Complaint
	:	
Educational Funding Company	:	
a/k/a Maryland ELCO, Inc.	:	
a/k/a Educational Funding Company, Inc.	:	
and	:	
Ricardo Almeida Brazilian Jiu Jitsu Academy,	:	
a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC,	:	
	:	
<i>Defendants.</i>	:	

Plaintiff hereby complains against the Defendants as follows:

1. Plaintiff Patricia Bozzi resides and is domiciled in Eastampton Township, NJ.
2. a. Defendant Educational Funding Company a/k/a Maryland ELCO, Inc. a/k/a Educational Funding Company, Inc. is a Maryland business entity owned, controlled or operated by Maryland ELCO, Inc. and/or Educational Funding Company, Inc. All of these entities do business in New Jersey and operate from a Corporate Home Office located at 4740 Chevy Chase Drive, Suite 200, Chevy Chase, Maryland 20815.
- b. Defendant Ricardo Almeida Brazilian Jiu Jitsu Academy, a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC is a New Jersey business entity located and doing business at 2607 South Broad Street, Hamilton, NJ 08610.

JURISDICTION

3. a. Jurisdiction is proper in the Federal District Court as the case is premised upon a federal question as defined under 28 U.S.C. 1331, to wit, application and interpretation of the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et. seq.
- b. The grounds upon which this court has jurisdiction over Plaintiff's related state law claims is 28 U.S.C. § 1367. Each of these claims arise out the same acts and course of conduct as Plaintiff's Fair Debt claim(s).
4. a. Venue properly lies in the District of New Jersey pursuant to 15 U.S.C. 1692k(d), as the plaintiff resides in New Jersey.
- b. The Camden vicinage is proper as Plaintiff resides within its bounds and both Defendants routinely engage in business in that vicinage.

BACKGROUND

5. On/about January 1, 2010, Plaintiff Patricia Bozzi authorized the billing of her Capital One MasterCard by the Defendants pursuant to a contract entered into by her son Ernest Bozzi for Brazilian Jui Jitsu training.
6. The contract with the Defendants, denominated a "Student Enrollment Agreement", provided for different terms dependant upon if the enrolling student was a "new student" or an "intermediate/advanced student".
7. An "intermediate/advanced student" was subject to contract terms calling for automatic yearly renewal.
8. A "new student" was not subject to automatic yearly renewal. At the end of the term of enrollment, the contract simply called for an end date of training.
9. Ernest Bozzi was a "new student" of the Ricardo Almeida Brazilian Jiu Jitsu Academy.
10. The end date for Ernest Bozzi's "Student Enrollment Agreement" was January 1, 2011. Also, the "Renewal Agreement Information" on the contract he did sign and which Plaintiff Patricia Bozzi allowed her credit card to be charged did not specify any renewal agreement was in place. The monthly fee was to be \$149.
11. Around Thanksgiving 2010, Ernest Bozzi stopped attending classes at the Ricardo Almeida Brazilian Jiu Jitsu Academy operated by Ricardo Almeida Brazilian Jiu Jitsu, LLC.

12. Ernest Bozzi did not sign a new contract with the Defendants.
13. Plaintiff Patricia Bozzi did not authorize the billing of her credit card under a new contract or for a period beyond January 1, 2011.
14. Defendants continued to bill Plaintiff's credit card monthly for the training even after January 1, 2011 termination date..
15. Defendants did so notwithstanding the contract did not "auto-renew" by its very terms, there was no renewal agreement terms agreed to and that Ernest Bozzi stopped attending the training prior to the termination of his contract and did not attend beyond its expiration date.
16. Not only did Defendants continue to bill her credit card after January 1, 2011, they even increased the charges to \$179 per month - and an increase beyond the 5% provided in the contract *even if* Ernest Bozzi had been an intermediate/advanced student (which he was not)!
17. Plaintiff disputed the charges with her credit card company each and every month.
18. In response to the dispute by the Plaintiff, the credit company notified Defendant Educational Funding Company through its billing reference of "Maryland ELCO, Inc.".
19. In order to have the charge placed back on Plaintiff's credit card, Defendant Educational Funding Company made false statements to the "CHARGEBACK DEPARTMENT" of the credit card company including...
 - a. Plaintiff executed an agreement for \$179 per month.
 - b. Plaintiff had not lived up to the contract and was improperly attempting to cancel the contract as a result of the failure to attend lessons.
20. As a result of the false statements made by Education Funding Company/Maryland ELCO, Inc. the charges were placed back on Plaintiff's credit card.
21. In order to preserve her credit, Plaintiff has been forced to incur interest charges and make payments for the debt.

COUNT ONE

Violation of Fair Debt Collection Practices Act, 15 U.S.C. 1692 et. seq.

22. Defendant Educational Funding Company is a name used by both Maryland ELCO, Inc. and Educational Funding Company, Inc. At one point it was an active corporate entity of

an undetermined nature (corporation, LLC, LLP, etc.) It is owned by Maryland ELCO, Inc. Its corporate status, in whatever form the entity had, is “forfeited” according to Maryland authorities.

23. Defendant Maryland ELCO, Inc. is the entity holding the merchant identification that billed Plaintiff’s credit card. Its corporate status is “forfeited” according to Maryland authorities.
24. Educational Funding Company, Inc. uses the same address as both Educational Funding Company and Maryland ELCO, Inc. and is the party that owns or controls both Educational Funding Company and Maryland ELCO, Inc.
25. According to the Educational Funding Company website, its services are marketed to training academies on the premise that...

BILLING VIA ACCOUNT EXECUTIVE

Once you become an EFC client, you will be assigned a team, and within the team, a specific Account Executive (AE), who will monitor your account every day. Your AE will become an extension of your own team by:

*** Re-selling Your Programs**

Your AE will remind students why they enrolled in the first place. They will know the profile of your school and will talk intimately about the values and benefits of the programs taught there.

*** Daily Monitoring of Electronic Accounts**

Your AE will rapidly follow up on electronic declines, credit card declines and EFT rejections (any electronic failures) on a daily basis.

*** Creating a Supportive Relationship**

Your AE also reminds clients of upcoming events, pertinent articles in the Eagle Express and interviews in the Talk Radio, and how to utilize EFC’s software products, online services and support material.

26. The Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. entities function as a tuition billing or payment processing company, collecting the sums owed by students to training facilities and then paying the funds over to the training facilities. There is no indication on its website or in the materials provided to students that it takes ownership of the debt, extends credit on behalf of the student or is an agent under a guarantor capacity or fiduciary duty.
27. Defendants Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. collect debt due to another, in this case Defendant Ricardo Almeida Brazilian Jiu Jitsu Academy, a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC.

28. The debts due and collected by Defendants Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. are for obligations arising out of a transaction that was for primarily for personal, family or household purposes. In this case the debt related to martial arts training for Plaintiff's son.
29. Billing the Plaintiff outside the permitted bounds of the contract terms is an unfair debt collection practice and otherwise violates the FDCPA.
30. Defendants Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. made false or misleading representations...
 - a.that the debt was owed under a contract,
 - b.that the sum due was greater that it ever would have been under the contract that was in place,
 - c.asserted it was owed late fees when the payments were never even "owed" or "late" because they were billed directly to Plaintiff's credit card,
 - d.asserting Plaintiff was attempting to avoid payments for reasons the Plaintiff never asserted.
31. Defendants Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. made improper communications with third parties as Plaintiff never gave consent directly to the Defendants to communicate with her MasterCard.

WHEREFORE, Plaintiff requests judgment against Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. awarding...

- A. All payments plus late fees and interest incurred by the Plaintiff by virtue of Defendants' continued charges placed upon her MasterCard;
- B. Additional damages in the amount of \$1,000;
- C. Counsel fees and costs of suit;
- D. Other such relief as may be fair and equitable to correct the injustice inflicted upon the Plaintiff.

COUNT TWO
Violation of New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et. seq.

32. The above allegations are hereby incorporated by reference.
33. The Plaintiff is a “consumer” within the meaning and bounds of the New Jersey Consumer Fraud Act.
34. The martial arts training and/or the billing arrangements made for same are “merchandise” within the meaning and bounds of the New Jersey Consumer Fraud Act.
35. All Defendants are “persons” within the meaning and bounds of the New Jersey Consumer Fraud Act.
36. Defendants, by continuing to authorize billing of Plaintiff’s credit card after the contract expired, billing Plaintiff’s credit card after the expiration of the contract, increasing the sum billed to her and making false representations to the credit card company, committed an unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of merchandise or with the subsequent performance of the sale.
37. The Ricardo Almeida Brazilian Jiu Jitsu Academy a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC authorized billing of Plaintiff’s credit card and Defendants knew Plaintiff disputed the charges with her credit card.
38. The Ricardo Almeida Brazilian Jiu Jitsu Academy a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC benefitted from the efforts of Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. to collect the tuition payments from plaintiff’s credit card.
39. Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. benefitted from the collection of the tuition payments from plaintiff’s credit card.
40. All Defendants knew or should have known of the terms of the contract with the Plaintiff, particularly after she began disputing the charges being placed on her credit card.
41. All Defendants engaged in Consumer Fraud by continuing to submit charges to, process payments with, defend disputes with, and collect payments from, Plaintiff’s credit card.

WHEREFORE, Plaintiff requests judgment against all Defendants, jointly and severally, awarding...

- A. All payments plus late fees and interest incurred by the Plaintiff by virtue of Defendants' continued charges placed upon her MasterCard;
- B. Trebling said sum pursuant to the New Jersey Consumer Fraud Act;
- C. Counsel fees and costs of suit;
- D. Enjoining the submission of any further bills to Plaintiff's credit card;
- E. Other such relief as may be fair and equitable to correct the injustice inflicted upon the Plaintiff.

COUNT THREE
BREACH OF CONTRACT/UNJUST ENRICHMENT

- 42. The above allegations are herein incorporated by reference.
- 43. An agreement existed between the Plaintiff and the Defendants.
- 44. Plaintiff agreed to pay for services from the Ricardo Almeida Brazilian Jiu Jitsu Academy a/k/a Ricardo Almeida Brazilian Jiu Jitsu, LLC for a set period of time by allowing the Educational Funding Company, Maryland ELCO, Inc. and Educational Funding Company, Inc. to bill her credit card for the payments due.
- 45. All Defendants benefitted from the contract.
- 46. Defendants breached the contract and continued to bill and process payments against Plaintiff's credit card beyond the authorized term.
- 47. All Defendants received a benefit from the continued billing and collection of monies from the Plaintiffs credit card.
- 48. All Defendants received a benefit from Plaintiff in the form of additional monies received from her credit card and provided no corresponding benefit to the Plaintiff for the monies received.

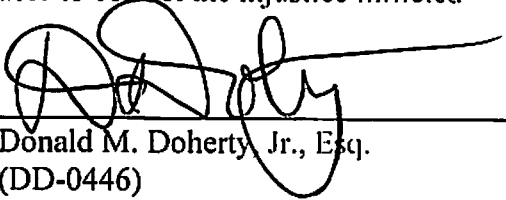
WHEREFORE, Plaintiff requests judgment against all Defendants, jointly and severally, awarding...

- A. All payments plus late fees and interest incurred by the Plaintiff by virtue of

Defendants' continued charges placed upon her MasterCard;

- B. Enjoining the submission of any further bills to Plaintiff's credit card;
- C. Other such relief as may be fair and equitable to correct the injustice inflicted upon the Plaintiff.

By: _____


Donald M. Doherty, Jr., Esq.
(DD-0446)